


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 74-15

TO: President Rick Zirk
Village Board of Trustees

FROM: Ray Keller, Village Administrator 

DATE: September 11, 2015

RE: Village Board Meeting – September 15, 2015

The following summary discusses the agenda items for the Village Board meeting scheduled for September 15, 2015:

1. CALL TO ORDER

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

A. Motion to approve Minutes from the September 1, 2015 Village Board Meeting

Staff recommend approval of the minutes from the September 1 meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions.

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

Staff recommend approval of the provided Treasurer's Report for August 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 Bills & Salaries dated September 15, 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.

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. WOW will pay the Village an annual license fee of \$2,000/year over the 10 year term of the agreement and will install fiber connections to Village Hall, the Police Department and 73 Industrial Drive at no expense to the Village. The agreement would be binding on any successor entities, but could only be passed on with the Village's written approval.

Staff had previously negotiated with WOW to require that their fiber-backed internet services will be made available to every address in the service area, as shown in the attached exhibit, within 90 days of the agreement's approval. In response to the questions raised at the August 14 board meeting, WOW has declined the Village's request for the immediate build out to the entire business area, as they maintain that they not extend the network speculatively, only in response to service order requests. The agreement clarifies that WOW will not charge a construction or installation fee to any address within the service area and will fulfill the service installation request within 90 days, contingent upon a three-year service contract. WOW provided a "Business Pricing and Packages" introductory rate sheet that will remain in effect through November 30, 2015.

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

B. A Motion to approve Resolution 37-2015, a Resolution authorizing an agreement between the Village of Gilberts and Timber Trails Home Owners Association to construct and maintain a gazebo on public land located at 59 Timber Trails Blvd.

Staff recommend approval of the resolution authorizing a license agreement with the Timber Trails Home Owners Association to replace an existing gazebo shelter at 59 Timber Trails Boulevard. The park property is Village-owned but maintained by the HOA. The HOA proposes replacing the existing shelter with a larger 30-foot gazebo, similar in size and appearance to the one in Town Square Park. The original shelter was erected on the property prior to its dedication to the Village by the developer. The license is now required in order to allow another entity to construct a structure on public property.

As with other licenses granted for the use of Village property, the HOA will be responsible for the gazebo's maintenance and will insure and indemnify the Village. Should the need ever arise, the Village maintains the right to require the removal of the structure and restoration of the site, at the HOA's expense, with 45 days notice.

Please contact me or Chief Building Inspector John Swedberg with any questions or requests for additional information that may be needed at the meeting.

C. Motion to approve Resolution 38-2015, a Resolution waiving competitive bidding requirements and authorizing an agreement between the Village of Gilberts and Splash Zone to install a commercial splash pad recirculation system conversion

Staff recommend approval of a resolution authorizing the installation of a recirculation system for the Village's splash pad at Town Center Park. The installation would be completed by Splash Zone LLC, the firm that designed and installed the splash pad as an element of the Town Center Park buildout.

The splash pad was operational from Memorial Day weekend through Labor Day weekend. Similar to systems in comparably sized communities and parks, the splash pad was designed as a "water-to-waste" system, which is pressured by the Village's potable water system and disposes of the used water through the Village's sanitary sewer system. The splash pad proved to be very popular, as reflected by the compliments received. It also far exceeded any expected water or sewer use estimates as indicated by its metered use of 9,989,318 gallons of water this summer, corresponding to a daily average use of 92,493 gallons (0.9 MGD).

Recognizing the potential long-term impacts on the Village's water and sanitary system capacities, Staff explored ways to reduce water consumption at the park. Though operational changes may produce marginal water reduction (e.g. reducing the "on" cycle for each splash zone from 15 to 8-10 minutes), Staff concurred that transitioning to a recirculation system would yield the most long-term improvement. The recommended approach would retrofit the system to install a 2,500 buried holding tank and three pumps to pressure the recirculated water, instead of relying on the Village's water system to directly pressure the fixtures. The system would include a chemical control system to rechlorinate the water to comply with the Village's and the IEPA's water standards. This system could be retrofitted into the existing building with minimal disruption to the existing facility and surrounding park grounds.

Splash Zone stated that this type of recirculation system typically retains 90-95% of the water used, substantially reducing the potable water and sanitary system capacities "consumed" by the splash pad. In addition, the reduced water use would allow the continued operation of the splash pad on the hottest summer days, when both the Village's water system and the splash pad would experienced their greatest demands.

Splash Zone's cost for the recirculation system is \$77,200, as reflected on the provided proposal. Splash Zone can complete the retrofit yet this fall, allowing for any park restoration this year and avoiding any potential conflict with the start of next year's splash pad use. As with their prior contract, Splash Zone will comply with prevailing wage requirements and will provide a one-year warranty on their work.

This item was not included in the FY 2016 budget. Staff suggest using water/wastewater enterprise funds for this project, as the fund has a \$2,940,659 reserve balance and would effectively be "buying back" long-term water and sewer system capacity. Alternately, the project could be funded using Municipal Impact Fees, which currently has a balance of \$124,687. In either case, the project could be added as a year-end amendment to the FY 2016 budget or deferred to FY 2017, which starts on May 1, 2016.

Because the proposed project exceeds \$20,000.00 and was not competitively bid a “public works project” as defined by state statute, the resolution includes a waiver of the competitive bidding process. Therefore, the resolution will require two-thirds Village Board approval. Please contact me with any questions or requests for additional documentation that may be needed at the meeting.

6. ITEMS FOR DISCUSSION

There are no additional items for discussion. Please contact me or President Rick Zirk to add any topics for discussion.

7. STAFF REPORTS

Staff will provide any updates at the meeting.

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT’S REPORT

10. EXECUTIVE SESSION

Please let me know if you have any questions about current executive session topics.

11. ADJOURNMENT

Village Board of Trustees
Meeting Agenda
Village of Gilberts
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
September 15, 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 September 1, 2015 Village Board Meeting
- B. A Motion to approve the August 2015 Treasurer's Report
- C. A Motion to approve Bills & Salaries dated September 15, 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 Right-Of-Ways
- B. A Motion to approve Resolution 37-2015, a Resolution authorizing an agreement between the Village of Gilberts and Timber Trails Home Owners Association to construct and maintain a gazebo on public land located at 59 Timber Trails Blvd.
- C. A Motion to approve Resolution 38-2015, a Resolution waiving competitive bidding requirements and authorizing an agreement between the Village of Gilberts and Splash Zone to install a commercial splash pad recirculation system conversion

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.

Village of Gilberts
87 Galligan Road
Gilberts, IL, 60136
Village Board
Meeting Minutes
September 1, 2015

NOT APPROVED MINUTES

Call to Order/Pledge of Allegiance

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

Roll Call/Establish Quorum

Clerk Meadows called the roll. Roll call: Members present: Trustees: Kojzarek, Corbett, LeClercq, Zambetti and President Zirk. 2-absent: Trustees Farrell and Hacker.

Public Comment

Resident Dan Pace approached the dais. He proceeded to read an excerpt from the August 18th Village Board Meeting Minutes in which he inquired if the Village had issued any permits authorizing any contractors access to the Village's right-of-ways for the purpose of installing fiber optic cable. The minutes noted that Administrator Keller reported that he would have to check with the Chief Building Inspector, John Swedberg. Mr. Pace asked if Administrator Keller had done so. Administrator Keller apologized noting he had forgotten to follow-up with Chief Building Inspector Swedberg on his request.

Mr. Pace continued to try to articulate what documents he was requesting. Administrator Keller suggested in order for Staff to clearly understand his request Mr. Pace should consider filing a Freedom of Information Request. Mr. Pace replied he would do so.

Consent Agenda

- A. A Motion to approve Minutes from the August 18, 2015 Village Board Meeting
- B. A Motion to approved Bills & Salaries dated September 1, 2015 as follows: General Fund \$32,030.52, Performance Bonds and Escrows \$39,454.35, Water Fund \$169,567.23 and Payroll \$76,391.79
- C. A Motion approve Resolution 36-2015, a Resolution authorizing acceptance of Public Improvements for Building III, Phase 1A, Burnet Drive for the Prairie Business Park Subdivision

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

Items for Approval

A Motion to approve Ordinance 20-2015, an Ordinance amending the Village Code to require the removal or completion of unfinished structures or removal or burial of abandoned foundations

Administrator Keller reported approval of this Ordinance provides an additional mechanism for encouraging property owners and developers to address unsafe situations, particularly in cases where the project was abandoned and the building permit had expired.

Attorney Tappendorf noted that the Village Code and UDO do provide mechanisms addressing these types of situations. However, if the Village's citations went unaddressed the recourse would require court action thus leaving a gap in the Village's ability to enforce compliance.

President Zirk expressed concern that this Ordinance may provide for unattended consequences if improperly enforced. Administrator Keller noted that this Ordinance would only be enforced after all other enforcement actions had been taken.

There was some discussion on allowing residents to extend their building permits due to weather or other reasons out of their control. Administrator Keller noted that Staff would be reasonable in allowing residents to extend their building permits. Attorney Tappendorf commented on the fact that the Village is not obligated to extend a building permit.

Attorney Tappendorf reported that this Ordinance just provides the Village with an additional tool after all other reasonable action had been taken. There being no further discussion on the motion, **A Motion was made by Trustee Zambetti and seconded by Trustee LeClercq to approve Ordinance 20-2015, an Ordinance amending the Village Code to require the removal or completion of unfinished structures or removal or burial of abandoned foundations.** Roll call: Vote: 4-ayes: Trustees Corbett, LeClercq, Zambetti, and Kojzarek. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 36-2015, a Resolution amending Resolution 40-2014, a Resolution authorizing a Work Order with Baxter & Woodman for professional services for the repair and resurfacing of Old Town Streets

Administrator Keller reported that Staff recommends approval of this resolution amending the work order with Baxter & Woodman for their design and construction engineering services for the Old Town drainage improvements. He discussed the fact that the change in the project direction and the need for additional surveying to verify the proper grades for the ditches, Baxter & Woodman requested an additional \$16,000 increase to cover the additional design and inspection costs.

Administrator Keller reported that Staff will close out the unused balance of Baxter & Woodman's work order for the completed Mason Road project, freeing \$7,543 which will be reallocated to the amended Old Town engineering work order. The additional \$8,456 needed to cover the amended cost could be covered by using Road Improvement Funds and reflected with the year-end budget adjustment.

President Zirk stated that he would entertainment a motion on the amended Resolution 36.2015. **A Motion was made by Trustee Zambetti and seconded by Trustee LeClercq to approve Resolution 36-2015, a Resolution amending Resolution 40-2014, a Resolution authorizing a Work Order with Baxter & Woodman for professional services for the repair and resurfacing of Old Town Streets.** Roll call: Vote; 4-ayes: Trustees LeClercq, Zambetti, Kojzarek and Corbett. 0-nays, 0-abstained. Motion carried.

Items for Discussion

Conservancy Development Review

Administrator Keller commented on the fact that the only Trustee that was in office during the approval of the Neumann Homes development was Trustee Zambetti. He thought it would be beneficial if he and Attorney Tappendorf provide the current Board Members with an overview of the Conservancy Development entitlements and outline the current number of units, sewer capacity and the cost allocation of the required improvements.

A lengthy discussion ensued with respect to the benefited area included in Special Service Area #19. Attorney Tappendorf noted that the area does not include the Schriener property.

The Board Members discussed in length restructuring the annexation and development agreement when and if the Developer wishes to reopen the agreement. In addition, the Board Members believed the obligations and entitlements need to be fair to all parties named in the agreement.

Staff Reports

Administrator Keller discussed the fact that the Illinois Tollway Authority has reported that the Route 72 Bridge reconstruction project is running 46 days behind schedule they anticipate completion sometime at the end of December or beginning of January.

Administrator Keller continued to discuss the Route 72 Bridge reconstruction project time-line. He reported that they are currently completing the south abutment for the first stage of the project.

Upon completion they will be erecting 8 large beams similar to last year's Tyrrell Road Bridge reconstruction project. This work will take place over the course of 2 nights. This will require the Il 72 Bridge to be shut down for a brief period of time during the beam erection. The work is anticipated to take place on September 10th and 11th.

Board of Trustee Reports

Trustee LeClercq commented on a recent concern he had shared with Administrator Keller with respect to cars parking along Summit Street. He noted Administrator Keller had pointed out if parking on this street was prohibited it may increase the speed in which motorist travel on that street. He agreed with Administrator Keller's observation.

Trustee LeClercq suggested the Board may want to consider installing lights in the Timber Trail tot lots. Administrator Keller reported that the tot lots are owned by the HOA.

Trustee Zambetti commented on how nice the new Village's monument sign looks. He asked if the second sign had been installed along Galligan Road. Administrator Keller replied yes.

Trustee Zambetti inquired if Kane County and the surrounding communities are still working on the realignment of Galligan Road at intersection of Huntley Road. Administrator Keller believed that there currently was no funding for those improvements.

President's Report

President Zirk reported that he would be unable to attend the next Committee of the Whole meeting due to a work related matter. The Board Members concurred to carry all agenda items over to the regularly scheduled September 15th Board Meeting.

Adjournment

There being no further business to discuss, **a Motion was made by Trustee Zambetti and seconded by Trustee LeClercq to adjourn from the public meeting at 8:35 p.m.** Roll call: Vote: 4-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

Village of Gilberts

87 Galligan Road

Gilberts, Illinois 60136

Village Board Meeting

September 1, 2015

7:00 p.m.

Sign-in-Sheet

Name

Contact Information (Optional)

Tom Wards

Don Page

Fund Summary

	8/31/15	Restricted / Designated Funds	Unrestricted / Undesignated Funds
Unrestricted - General Fund			713,913.73
Restricted - Total		6,439,214.10	
Committed- Designated Reserves		897,361.01	
- 2.5 Months Expenses	897,361.01		
Committed - Road Improvement		416,452.63	
- 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	(3,566.90)		
- FY-16 Old Town Engineering	(4,073.80)		
- 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		286,722.61	
- 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)	60,144.16		
Restricted - Road Improvement MFT		532,848.32	
- Balance - Illinois Funds	402,369.76		
- 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		124,687.43	
- 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 Town Center Park Expenses	(7,750.00)		
- FY-16 Municipal Utility Impact Fee-Conservancy	7,500.00		
- FY-16 Municipal Park Impact Fee-Conservancy	40,926.00		
- FY-16 Municipal Impact Fee-Conservancy	43,100.00		
Committed - Tree Replacement/Beautification		6,398.79	
- 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	(4,537.44)		
Committed - EDUI Funds		25,523.82	
- FY-12 Balance	3,918.55		
- FY-13 Balance	13,710.91		
- FY-14 Balance	6,187.56		
- FY-15 Balance	1,706.80		
Restricted - Drug Forfeiture		10,953.72	
- Balance	10,953.72		
Committed - Enterprise Fund (Water / Wastewater)		2,940,659.70	
- Balance	2,940,659.70		
Committed - Pass Thru/Escrows		488,424.95	
- Balance	488,424.95		
Total		6,439,214.10	713,913.73
			7,153,127.83

General Fund Revenue Receivable			114,181.76
- State Income Tax Payments Delayed	114,181.76		

Total Unrestricted Funds including Receivables			828,095.49
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Additional Information

Pass Thru - Balance of Escrow		488,424.95
- TIF #1	56,387.63	
- TIF #2	24,671.07	
- Performance Bonds / Escrows	286,009.06	
- Building Permit-Town Center/Conservancy	24,441.37	
- Impact Fees - Library	52,159.82	
- Impact Fees - School	25,356.00	
- Impact Fees - Fire District	3,000.00	
- Transistion Fees - Fire	2,000.00	
- Transistion Fees - Library	400.00	
- Transistion Fees - School	14,000.00	

TREASURER'S STATEMENT AS OF AUGUST 31, 2015

	MONTH	YEAR TO DATE		YEAR TO DATE
Beginning Bank Balance:			<u>7,235,834.36</u>	<u>6,746,038.04</u>
Credits:				
General Fund:	<u>332,020.58</u>	<u>1,745,997.15</u>		
Water Fund:	<u>258,631.62</u>	<u>676,745.37</u>		
Motor Fuel Tax (MFT):	<u>19.14</u>	<u>40,888.77</u>		
Performance Bonds/Escrow:	<u>331,955.26</u>	<u>466,634.65</u>		
TIF #1	<u>23.94</u>	<u>16,824.37</u>		
TIF #2	<u>25.95</u>	<u>159,412.73</u>		
Drug Forfeiture:	<u>150.00</u>	<u>1,031.26</u>		
Total Credits All Funds:	<u>922,826.49</u>	<u>3,107,534.30</u>	<u>922,826.49</u>	<u>3,107,534.30</u>
Expenses:				
General Fund:	<u>289,535.10</u>	<u>1,456,446.81</u>		
Water Fund:	<u>174,625.07</u>	<u>606,963.60</u>		
Motor Fuel Tax (MFT):	<u>-</u>	<u>-</u>		
Performance Bond/Escrow:	<u>323,906.41</u>	<u>418,207.66</u>		
TIF #1	<u>-</u>	<u>550.00</u>		
TIF #2	<u>217,466.44</u>	<u>218,276.44</u>		
Drug Forfeiture:	<u>-</u>	<u>-</u>		
Total Debits All Funds:	<u>1,005,533.02</u>	<u>2,700,444.51</u>	<u>1,005,533.02</u>	<u>2,700,444.51</u>
Ending Bank Balance:				
General Fund:	<u>3,180,241.14</u>			
Water Fund:	<u>2,940,659.70</u>			
Motor Fuel Tax (MFT):	<u>532,848.32</u>			
Performance Bond/Escrow:	<u>407,366.25</u>			
TIF #1	<u>56,387.63</u>			
TIF #2	<u>24,671.07</u>			
Drug Forfeiture:	<u>10,953.72</u>			
Total Debits All Funds:	<u>7,153,127.83</u>		<u>7,153,127.83</u>	<u>7,153,127.83</u>

TREASURER'S SIGNATURE: Martine Blocker

DATE: SEPTEMBER 1, 2015

GENERAL FUND MONEY MARKET
01-00-105

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	464,613.65	Previous YTD Credits:	1,413,976.57
			113,280.13
Deposits (Total):	127,067.91	Current Credits:	218,740.45
Interest Income:		Current YTD Credits:	1,745,997.15
(01-00-341) Money Market:	219.53	Previous YTD Debits:	1,166,911.71
(01-00-341) Checking:	11.44		28,992.00
(01-00-342) Performance Bond:	18.20	Current Debits:	260,543.10
Miscellaneous Income:	58.00	Current YTD Debits:	1,456,446.81
Transfer From Illinois Funds			
Voided Ck #19904			
Transfer of Garbage Revenue	91,365.37		
CD Interest			
Subtotal:	683,354.10	McHenry Savings	942,829.16
Checks Written (Total):	260,543.10	G/F MM Balance:	422,811.00
NSF Check		IL Funds Balance:	819,127.49
Transfer to P/B (Agency)		Barrington Bank CD's:	994,473.49
		G/F CKG Balance:	1,000.00
Ending Check Book Balance:	422,811.00	Total balance:	3,180,241.14
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	422,811.00		

Expenditures/Transfers:

Date:	For:	
8/4/2015	Accounts Payable	47,812.32
8/18/2015	Accounts Payable	85,782.62
8/24/2015	Recording	118.00
8/1/2015	Health Insurance	17,390.65
8/13/2015	Payroll	46,495.88
8/27/2015	Payroll	62,943.63
	Total:	260,543.10

Deposits:	Deposits:	Direct Deposits	
50.00	276.00	T-Mobile	1,983.75
7,424.05	375.00	Kane County	17,190.25
2,160.00	50.00	Nicor	3,026.86
26,100.00	5.00	Exelon	16,724.20
20.00	5.00		
2,900.00	307.00		
332.00	571.43		
15.00	2,629.37		
15.00	362.00		
4,571.00	304.00		
25,400.00	106.00		
45.00	667.00		
106.00	60.00		
13,287.00			
Total Deposits	88,142.85	Total Direct Deposits	38,925.06
Total Deposits/Direct Deposits:	127,067.91		

GENERAL FUND CHECKING ACCT
01-00-103

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	1,000.00	Previous YTD Credits:	
Deposits (Total):	351,179.38	Current Credits:	
Voided Checks:		Current YTD Credits:	
Check# Vendor Name:		Previous YTD Debits:	
		Current Debits:	
Total Voided Checks:		Current YTD Debits:	
Subtotal:	352,179.38		
	351,179.38		
Checks Written (Total):			
Voided Checks (Total):			
Ending Check Book Balance:	1,000.00		
Deposits in Transit:			
Outstanding Checks:	72,348.94		
Balance per Bank Statement:	73,348.94		

Expenditures/Transfers:

	For:	Amount:
8/4/2015	Accounts Payable	47,812.32
8/18/2015	Accounts Payable	85,782.62
8/4/2015	Accounts Payable-TIF	217,466.44
8/24/2015	Recording	118.00
	Total:	351,179.38

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
15048	50.00		
16678	60.00		
22329	120.00		
23259	879.97		
23409	51.09		
23458	51.09		
23580	51.09		
23593	63,257.35		
23616	397.00		
23642	6,535.50		
23651	55.99		
23660	112.10		
23667	30.93		
23683	696.83		
		Total	72,348.94

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

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	994,303.26	Previous YTD Credits:	
Deposits (Total):		Current Credits:	170.23
Interest:		Current YTD Credits:	
Savings Acct:	170.23	Previous YTD Debits:	
Transferred from CD's		Current Debits:	
		Current YTD Debits:	
Subtotal:	994,473.49		
Checks Written (Total):			
Transferred to CD's			
Ending Check Book Balance:	994,473.49		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	994,473.49		

Expenditures/Transfers:

Date:	For:	Amount:
Total:		

Deposits:[illegible]

Total Deposits:

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

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1002	226,406.35	9 months	9/27/2015	.20 APY
Barrington Bank	0940000423-1004	266,604.13	18 months	9/27/2015	.30 APY
Barrington Bank	0940000423-1010	501,463.01	6 months	9/20/2015	.15 APY
Barrington Bank CD's	994,473.49				

MCHENRY SAVINGS BANK
CERTIFICATES OF DEPOSIT
01-00-110

Village of Gilberts:
Month Closed: August, 2015

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

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

Deposits:

Total Deposits:

**Village of Gilberts
General Fund
Certificates of Deposit
August 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	
McHenry Savings Bank		942,829.16			

ILLINOIS FIRST MONEY MARKET
01-00-104

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	735,009.59	Previous YTD Credits:	
		Current Credits:	113,109.90
Deposits (Total):	113,062.35	Current YTD Credits:	
		Previous YTD Debits:	
(01-00-347) IL First Funds:	36.68	Current Debits:	28,992.00
(01-00-347) IL First Funds P/B:	10.87	Current YTD Debits:	
		CD Balance:	
Xfer Bond Acct-Reimburse:		G/F MM Balance:	
		G/F CKG Balance:	
Subtotal:	848,119.49	Total balance:	
Transfer to Union National			
Impact Fees to Agency Fund	28,992.00		
Ending Check Book Balance:	819,127.49		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	819,127.49		

Expenditures/Transfers:

Date:	For:	Amount:
Total:		

Deposits:	Direct Deposits:	Description:
17,362.42		
18,902.70		
12,106.69		
51,208.64		
13,481.90		
Total Deposits/Direct Deposits:	113,062.35	

WATER FUND MONEY MARKET
20-00-105

Beginning Book Balance:	190,652.03	Previous YTD Credits:	418,113.75
			7,352.86
Deposits (Total):	250,895.24	Current Credits:	251,278.76
Interest Income:		Current YTD Credits:	676,745.37
(20-00-341) Money Market:	163.78	Previous YTD Debits:	432,338.53
(20-00-341) Checking:	0.86		-
Voided Check #203258		Current Debits:	174,625.07
Miscellaneous Income:	218.88	Current YTD Debits:	606,963.60
Subtotal:	441,930.79	Barrington Bank:	58,525.52
Checks Written (Total):	83,062.70	Barrington Bank CD's:	503,647.36
Returned Checks	197.00	Union Bank CD's:	1,200,604.96
Transfer for Garbage	91,365.37	H2O MM Balance:	267,305.72
		H2O Illinois Funds	909,576.14
Ending Check Book Balance:	267,305.72	H2O CKG Balance:	1,000.00
Deposits in Transit:		Total balance:	2,940,659.70
Transfers in Transit	171.30		
Balance per Bank Statement:	267,477.02		

Expenditures/Transfers:

Date:	For:	Amount:
8/4/2015	Accounts Payable	33,456.30
8/18/2015	Accounts Payable	18,106.75
8/15/2015	Postage	120.28
8/13/2015	Payroll-Water	13,148.92
8/24/2015	Refumd Check	189.00
8/28/2015	Refund Check	171.30
8/27/2015	Payroll-Water	13,448.16
8/1/2015	Health Insurance	4,421.99
	Total:	83,062.70

Deposits:		
959.12	15,234.45	
12,705.36	133.00	Direct Deposits
160.00	1,090.00	86,074.76
454.12	34,479.29	
4,999.24	1,032.44	
11,240.86	5,095.50	
8,220.74	1,235.00	
162.00	116.60	
462.00	100.00	
133.00	3,044.28	
39,730.02	4,058.70	
749.18	268.51	
795.85	1,449.28	
120.00	225.50	
486.45	2,216.08	
2,742.70	2,124.55	
232.95	2,719.08	
435.00	3,842.03	
176.70	150.00	
421.80	819.10	
Total Deposits:	250,895.24	86,074.76

WATER FUND CHECKING ACCT
20-00-103

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	<u>1,000.00</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u>52,044.58</u>	Current Credits:	<u> </u>
Voided Checks:		Current YTD Credits:	<u> </u>
Check# Vendor Name:	<u> </u>	Previous YTD Debits:	<u> </u>
	<u> </u>	Current Debits:	<u> </u>
	<u> </u>	Current YTD Debits:	<u> </u>
Total Voided Checks:	<u> </u>		
Subtotal:	<u>53,044.58</u>		
Checks Written (Total):	<u>52,044.58</u>		
	<u> </u>		
Ending Check Book Balance:	<u>1,000.00</u>		
Deposits in Transit:	<u>171.30</u>		
Outstanding Checks:	<u>434.77</u>		
Balance per Bank Statement:	<u>1,263.47</u>		

Expenditures/Transfers:

Date:	For:	
<u>8/4/2015</u>	Accounts Payable	<u>33,456.30</u>
<u>8/18/2015</u>	Accounts Payable	<u>18,107.70</u>
<u>8/24/2015</u>	Refund Check	<u>189.00</u>
<u>8/28/2015</u>	Refund Check	<u>171.30</u>
<u>8/15/2015</u>	Postage	<u>120.28</u>
	Total:	<u>52,044.58</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>434.77</u>
<u>204961</u>	<u>56.20</u>		
<u>204962</u>	<u>189.00</u>		
<u>204963</u>	<u>171.30</u>		

WATER FUND MONEY MARKET
20-00-108

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	<u>58,523.04</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u> </u>	Current Credits:	<u>2.48</u>
Interest:		Current YTD Credits:	<u> </u>
Savings Acct:	<u>2.48</u>	Previous YTD Debits:	<u> </u>
		Current Debits:	<u> </u>
		Current YTD Debits:	<u> </u>

Subtotal: 58,525.52

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

Ending Check Book Balance:	58,525.52
Deposits in Transit:	
Outstanding Checks:	
Balance per Bank Statement:	58,525.52

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

Deposits:

Total Deposits: _____

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

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	<u>503,553.26</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u> </u>	Current Credits:	<u>94.10</u>
Interest:		Current YTD Credits:	<u> </u>
Savings Acct:	<u>94.10</u>	Previous YTD Debits:	<u> </u>
		Current Debits:	<u> </u>
		Current YTD Debits:	<u> </u>

Subtotal: 503,647.36

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

Ending Check Book Balance: 503,647.36
Deposits in Transit:
Outstanding Checks:
Balance per Bank Statement: 503,647.36

Expenditures/Transfers:

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

Deposits:

Total Deposits:

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

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1009	100,625.32	9 months	3/27/2016	.20 APY
Barrington Bank	0940000423-1006	201,250.09	9 months	9/27/2015	.20 APY
Barrington Bank	0940000423-1007	201,771.95	12 months	9/27/2015	.25 APY
Barrington Bank CD's	503,647.36				

WATER FUND
20-00-107
Certificates of Deposit

Village of Gilberts:
Month Closed: August, 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>
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<u> </u>

Total Deposits:

**Village of Gilberts
Water Fund
Certificates of Deposit
August 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: August, 2015

Beginning Book Balance:	902,319.86	Previous YTD Credits:	
Deposits (Total):	7,213.20	Current Credits:	7,256.28
		Current YTD Credits:	
(20-00-347) Illinois Funds:	43.08	Previous YTD Debits:	
		Current Debits:	-
Total Voided Checks:		Current YTD Debits:	
Subtotal:	909,576.14		
Checks Written (Total):			
Returned Payments			
Ending Check Book Balance:	909,576.14		
Deposits in Transit:	191.10		
Outstanding Checks:	-		
Balance per Bank Statement:	909,385.04		

Expenditures/Transfers:

Date:	For:	
	Total:	-

Deposits:		
	266.00	256.70
	187.00	202.90
	52.00	638.60
	142.00	15.00
	563.00	311.20
	299.30	277.55
	670.00	1,027.30
	837.62	689.93
	356.00	191.10
	230.00	
Total Deposits:	7,213.20	

MFT MONEY MARKET
30-00-105

Village of Gilberts:
Month Closed: August, 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:		

[illegible]

ILLINOIS FIRST MFT MM
30-00-104

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	<u>402,350.62</u>	Previous YTD Credits:	<u>40,869.63</u>
			<u>-</u>
Deposits (Total):	<u></u>	Current Credits:	<u>19.14</u>
			<u></u>
Interest Income:		Current YTD Credits:	<u>40,888.77</u>
(30-00-347) Money Market:	<u>19.14</u>	Previous YTD Debits:	<u>-</u>
			<u></u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>		<u></u>
		Current YTD Debits:	<u>-</u>
Subtotal:	<u>402,369.76</u>	MFT MM Balance	<u>130,478.56</u>
		IL Funds Balance:	<u>402,369.76</u>
Checks Written (Total):	<u></u>	Total balance:	<u>532,848.32</u>
Returned Checks (Total):	<u></u>		<u></u>
			<u></u>
Ending Check Book Balance:	<u>402,369.76</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>402,369.76</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>
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<u></u>

Total Deposits:

PERFORMANCE BOND MONEY MARKET
31-00-105

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	<u>190,301.81</u>	Previous YTD Credits:	<u>134,679.39</u>
			28,992.00
Deposits (Total):	<u>302,963.26</u>	Current Credits:	<u>302,963.26</u>
Interest Income:		Current YTD Credits:	<u>466,634.65</u>
(31-00-341) Money Market:			
		Previous YTD Debits:	<u>94,301.25</u>
			-
Transfer from G/F		Current Debits:	<u>323,906.41</u>
Miscellaneous Income:			
		Current YTD Debits:	<u>418,207.66</u>
Subtotal:	<u>493,265.07</u>		
Checks Written (Total):	<u>323,629.53</u>	P/Bond Balance	<u>169,358.66</u>
Transfer to General Fund	<u>58.00</u>	IL Funds Balance:	<u>238,007.59</u>
Transfer to Water Fund	<u>218.88</u>		
		Total balance:	<u>407,366.25</u>
Ending Check Book Balance:	<u>169,358.66</u>		
Deposits in Transit:			
Outstanding Checks:	<u>706.00</u>		
Balance per Bank Statement:	<u>170,064.66</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u>8/4/2015</u>	<u>Accounts Payable</u>	<u>3,861.45</u>
<u>8/14/2015</u>	<u>Transfer to Wells Fargo</u>	<u>275,457.82</u>
	<u>Bond Release</u>	
<u>8/18/2015</u>	<u>Accounts Payable</u>	<u>44,310.26</u>
	<u>Bond Release</u>	
	<u>Bond Release</u>	
	Total:	<u>323,629.53</u>

Deposits:		Outstanding Checks	
<u>116.00</u>	<u>174.00</u>	302544	<u>135.00</u>
<u>950.00</u>	<u>58.00</u>	302569	<u>106.00</u>
<u>58.00</u>	<u>116.00</u>	302755	<u>117.00</u>
<u>275,457.82</u>	<u>1,008.00</u>	303302	<u>29.00</u>
<u>21,329.44</u>	<u>58.00</u>	303324	<u>58.00</u>
<u>116.00</u>	<u>116.00</u>	303450	<u>58.00</u>
<u>174.00</u>	<u>116.00</u>	303737	<u>58.00</u>
<u>3,058.00</u>	<u>58.00</u>	303770	<u>29.00</u>
		303768	<u>58.00</u>
		303767	<u>58.00</u>
	<u>302,963.26</u>		

Total Outstanding Checks 706.00

PERFORMANCE BOND
ILLINOIS FUNDS MONEY MARKET
31-00-104

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	<u>209,015.59</u>	Previous YTD Credits:	<u>46,495.00</u>
Deposits (Total):	<u> </u>	Current Credits:	<u>28,992.00</u>
Interest Income:	<u> </u>	Current YTD Credits:	<u>75,487.00</u>
(31-00-341) Money Market:	<u> </u>	Previous YTD Debits:	<u> </u>
Transfer from G/F (Impact Fees)	<u>28,992.00</u>	Current Debits:	<u>-</u>
Miscellaneous Income:	<u> </u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>238,007.59</u>		
Checks Written (Total):	<u> </u>		
Transfer to General Fund	<u> </u>		
Ending Check Book Balance:	<u>238,007.59</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u> </u>		
Balance per Bank Statement:	<u>238,007.59</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>
<u> </u>	<u> </u>
Total Deposits:	<u>-</u>

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	<u>56,363.69</u>	Previous YTD Credits:	<u>16,800.43</u>
Deposits (Total):	<u></u>	Current Credits:	<u>23.94</u>
Interest Income:	<u>23.94</u>	Current YTD Credits:	<u>16,824.37</u>
(34-00-341) Money Market:	<u></u>	Previous YTD Debits:	<u>550.00</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>550.00</u>
Subtotal:	<u>56,387.63</u>		
Checks Written (Total):	<u>-</u>		
Returned Checks (Total):	<u></u>		
Ending Check Book Balance:	<u>56,387.63</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>56,387.63</u>		

Expenditures/Transfers:

Date:	For:	Amount:
	Accounts Payable	
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
	Total:	<u>-</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: August, 2015

Beginning Book Balance:	<u>242,111.56</u>	Previous YTD Credits:	<u>159,386.78</u>
Deposits (Total):	<u></u>	Current Credits:	<u>25.95</u>
Interest Income:	<u>25.95</u>	Current YTD Credits:	<u>159,412.73</u>
(35-00-341) Money Market:	<u></u>	Previous YTD Debits:	<u>810.00</u>
		Current Debits:	<u>217,466.44</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>218,276.44</u>
Subtotal:	<u>242,137.51</u>		
Checks Written (Total):	<u>217,466.44</u>		
Returned Checks (Total):	<u></u>		
Ending Check Book Balance:	<u>24,671.07</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>24,671.07</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u>8/4/2015</u>	<u>Accounts Payable</u>	<u>217,466.44</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<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>217,466.44</u>

Deposits:

Total Deposits: -

PD DRUG FORFEITURE ACCT
40-00-105

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	<u>10,803.72</u>	Previous YTD Credits:	<u>881.26</u>
Deposits (Total):	<u>150.00</u>	Current Credits:	<u>150.00</u>
Interest Income:		Current YTD Credits:	<u>1,031.26</u>
(40-00-341) Money Market:		Previous YTD Debits:	<u>-</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:		Current YTD Debits:	<u>-</u>
Subtotal:	<u>10,953.72</u>		
Checks Written (Total):			
Returned Checks (Total):			
	<u>-</u>		
Ending Check Book Balance:	<u>10,953.72</u>		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	<u>10,953.72</u>		

Expenditures/Transfers:

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

Deposits:	<u>150.00</u>
	<u>150.00</u>
Total Deposits/Direct Deposits:	

VOG PAYROLL ACCT
01-00-125

Village of Gilberts:
Month Closed: August, 2015

Beginning Book Balance:	<u> -</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u> 136,036.59</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> 136,036.59</u>		
Checks Written (Total):	<u> 136,036.59</u>		
Voided Checks (Total):	<u> </u>		
Ending Check Book Balance:	<u> -</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u> 12,091.82</u>		
Balance per Bank Statement:	<u> 12,091.82</u>		

Expenditures/Transfers:

Date:	For:	
<u> 8/13/2015</u>	<u>Payroll</u>	<u> 46,495.88</u>
<u> 8/27/2015</u>	<u>Payroll</u>	<u> 62,943.63</u>
<u> 8/13/2015</u>	<u>Payroll-Water</u>	<u> 13,148.92</u>
<u> 8/27/2015</u>	<u>Payroll-Water</u>	<u> 13,448.16</u>
<u> </u>	<u>Payroll</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
	Total:	<u> 136,036.59</u>

Outstanding Checks:

Check #:	Amount:	Check#:	Amount:
<u> 18089</u>	<u> 22.15</u>	<u> </u>	<u> </u>
<u> 18173</u>	<u> 22.15</u>	<u> </u>	<u> </u>
<u> 18174</u>	<u> 22.15</u>	<u> </u>	<u> </u>
<u> 18193</u>	<u> 22.15</u>	<u> </u>	<u> </u>
<u> 18205</u>	<u> 203.55</u>	<u> </u>	<u> </u>
<u> 18207</u>	<u> 176.49</u>	<u>Flex Benefits</u>	<u> 9,749.11</u>
<u> 18211</u>	<u> 84.49</u>	Total:	<u> 12,091.82</u>
<u> 18224</u>	<u> 209.70</u>		
<u> 18226</u>	<u> 429.51</u>		
<u> 18227</u>	<u> 777.64</u>		
<u> 18229</u>	<u> 66.45</u>		
<u> 18239</u>	<u> 198.00</u>		
<u> 18240</u>	<u> 108.28</u>		

ROAD IMPROVEMENT FUND BALANCE SHEET

Date	Deposit	Received From	Balance
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
8/19/2015	\$ 173.91	August Road & Bridge	\$ 925,550.88
8/31/2015	\$ 50.00	August Overweight	\$ 925,600.88
8/31/2015	\$ (1,000.00)	Mason Road Engineering	\$ 924,600.88
8/31/2015	\$ (1,340.00)	Old Town Engineering	\$ 923,260.88

DRAFT 9/15/15

VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THURS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
	92,481.89	64,062.60	-	-	2,425.75	25,993.54	-
ANCEL, GLINK, DIAMOND, BUSH,	7,950.00	5,756.25			2,193.75		
B&F CONSTRUCTION CODE SVC, INC	250.00	250.00					
B&K POWER EQUIPMENT INC	523.20	523.20					
BAXTER & WOODMAN, INC.	1,365.00	1,365.00					
CARD SERVICES	897.03	290.41				606.62	
WILLIAM BEITH	112.14	112.14					
CANON FINANCIAL SERVICES, INC.	938.50	828.50				110.00	
CLARKE AQUATIC SERVICES	1,511.00	1,511.00					
COMMONWEALTH EDISON	1,295.62	1,295.62					
CRESCENT ELECTRIC SUPPLY	229.14	229.14					
CUCCI AUTO GROUP LLC	138.86	138.86					
JOHN DEERE LANDSCAPES	26.71	26.71					
DYNEGY ENERGY SERVICES	17,374.68					17,374.68	
ELGIN KEY & LOCK CO., INC.	16.00	16.00					
JOS D. FOREMAN & CO.	133.00	133.00					
FOX VALLEY WEBWORKS, INC.	149.85	149.85					
GRAINGER	408.16					408.16	
JUST TIRES	143.09					143.09	
MACCARB, INC.	111.00	111.00					
MCHENRY ANALYTICAL WATER	650.00					650.00	
MDC ENVIRONMENTAL SVCS.	46,683.18	46,683.18					
MENARDS - CARPENTERSVILLE	8.14					8.14	
PAT MIERISCH	6.00					6.00	
MMD	349.50					349.50	
MORTON SALT, INC	2,840.29					2,840.29	
DUNDEE NAPA AUTO PARTS	52.11	52.11					
NEXUS OFFICE SYSTEMS, INC.	1,065.50	1,065.50					
NICOR	77.93					77.93	
FERGUSON WATERWORKS #2516	2,378.77					2,378.77	
PACES AUTO SERVICE	538.60	538.60					
TOM PECK FORD OF HUNTLEY, INC	39.48	39.48					
PITNEY BOWES	147.00	147.00					
PROVENA ST. JOSEPH HOSPITAL	187.00	53.00				134.00	

DRAFT 9/15/15

VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRUS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
STAPLES ADVANTAGE	324.82	188.49				136.33	
SUBURBAN LABORATORIES	570.00					570.00	
SUNSHINE FARM II	400.00	400.00					
THOMAS BABICZ	58.00				58.00		
COPENHAVER CONSTRUCTION, INC.	58.00				58.00		
RENEE REID	87.00	87.00					
NORINE VEVERKA	242.57	242.57					
ANTHONY DOBUSH	248.48	248.48					
MALDONADO PAINTING	58.00				58.00		
NWR CONSTRUCTION	58.00				58.00		
THIRD MILLENNIUM ASSOCIATES	73.90					73.90	

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

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 September, 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 ROWs 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 "A" ("System Map"). This reflects the system required to provide service to those entities that have placed an order for such service with Licensee, as well as the installations to be made at Village facilities, as described in Paragraph 4, below. Upon completion of the build out of Licensee's System, Licensee agrees to make service available to all of the properties within the boundaries of the Service Area depicted on Exhibit "B". Licensee will have installation complete and service commenced at any property within the System Area within ninety (90) days of issuance of a permit by the Village for such installation work. Licensee shall not be allowed to charge a construction or installation fee to any customer within the depicted Service Area, provided that the customer agrees to a service contract of at least three (3) years using the Pricing and Packages described in Exhibit D.

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"

SYSTEM MAP

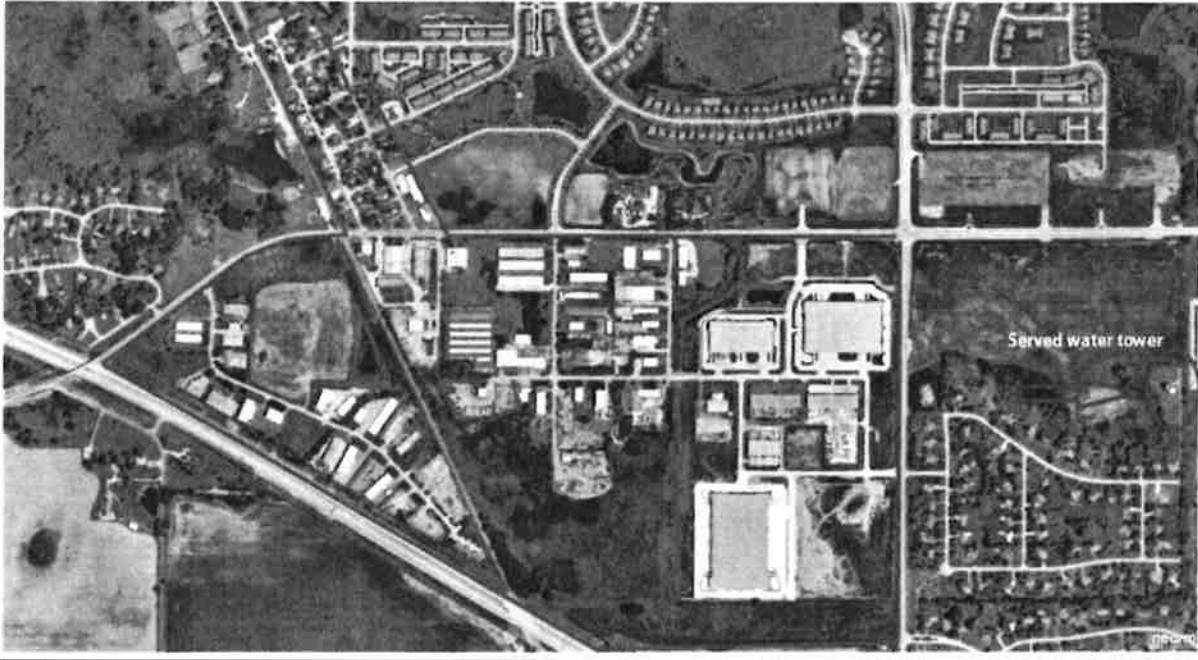


Blue Line = Fiber backbone.

Green Line = Distribution lines to customer locations.

EXHIBIT "B"

SERVICE AREA



Gilberts Business Area to be served by this agreement is inside the Red line.

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. Bellevue 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

WOW! Business Pricing and Packages for The Village of Gilberts, IL



Boost productivity, efficiency and growth with super-speed Internet and Voice.

WOW! Business Line Packages give you:



High-Speed Internet

When you need a boost, our broadband service, with speeds up to 110Mbps, connects you to the Internet reliably and affordably.



Business Voice

Our Complete phone package gives you exactly what you need to stay connected.

Includes over 20 calling features, including 3-way calling, voicemail, and unlimited long distance

IN GILBERTS:

ESSENTIALS PACKAGE

8Mbps down / 1Mbps up;
1 Complete Phone Line;
Advanced Modem

INTERNET &
VOICE
FOR AS LOW AS
\$75.99*
PER MONTH

COMPLETE PACKAGE

30Mbps down / 5Mbps up;
1 Complete Phone Line;
Advanced Modem

INTERNET &
VOICE
FOR AS LOW AS
\$90.99*
PER MONTH

OFFICE PACKAGE

60Mbps down / 5Mbps up;
5 Complete Phone Lines;
Virtual Office; Advanced Modem

INTERNET &
VOICE
FOR AS LOW AS
\$237.99*
PER MONTH

WOW! BUSINESS INTERNET AND DATA SPEEDS:

HIGH-SPEED INTERNET		FIBER	
SPEED (Download/Upload)	Monthly Price**	SPEED (Symmetrical)	Monthly Price**
8/1 Mbps	\$44.00	5Mbps	\$400.00
30/5 Mbps	\$60.00	10Mbps	\$551.00
60/5 Mbps	\$76.00	50Mbps	\$1,051.00
110/15 Mbps	\$144.00	100Mbps	\$1,551.00

*Prices and packages available to new WOW! Business customers who purchase minimum required Internet speed, as noted in each package above, Complete phone line(s), Advanced Modem and, if applicable, Virtual Office, with a 36-month term agreement and who satisfy eligibility requirements; early termination fees apply. Limited time offer expires 11/30/15.

**Prices available to new WOW! Business customers with a 36-month term agreement who satisfy eligibility requirements; early termination fees apply.

Price does not include taxes, fees, surcharges, non-standard equipment and other applicable charges. Services and offers may not be available in all areas. Internet speeds are not guaranteed, and services (including 911 service) may not function after an extended power outage. Contact WOW! Business for complete pricing, terms and conditions. Prices and fees subject to change without notice. ©2015 WideOpenWest Finance, LLC.

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Cynthia O'Connell
Director of sales
cindy.oconnell@wowinc.com
630.835.9961

**RESOLUTION
VILLAGE OF GILBERTS**

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
VILLAGE OF GILBERTS AND TIMBER TRAILS HOME OWNERS
ASSOCIATION TO CONSTRUCT AND MAINTAIN A GAZEBO ON PUBLIC
LAND LOCATED AT 59 TIMBER TRAILS BLVD.**

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a license agreement between the Village of Gilberts and Timber Trails Home Owners Association and such documents as are necessary and convenient to effectuate the license agreement to construct and maintain a gazebo at 59 Timber Trails Blvd., on land owned by the Village as here by attached hereto and made a part hereof as Exhibit A as approved.

Section 2:

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

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

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

APPROVED THIS _____ DAY OF September, 2015

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

EXHIBIT A

LICENSE AGREEMENT

THIS LICENSE AGREEMENT dated as of this ____ day of _____, (“**Execution Date**”) by and between the **VILLAGE OF GILBERTS**, an Illinois municipal corporation organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (“**Village**”) and **Timber Trails Home Owners Association** (“**Licensee**”):

WHEREAS, the Village is the owner of property located at 59 Timber Trails Blvd., PIN 02-36-177-011, as depicted on **Exhibit A** to this License Agreement (“**Property**”); and

WHEREAS, the Licensee desires to construct and maintain a gazebo (“**Structure**”) on the property; owned by the Village, as depicted on the drawing attached to this License Agreement as **Exhibit B** (“**Licensed premises**”); and

WHEREAS, the Village and Licensee desire to enter into a license agreement to allow for the construction and maintenance of the Structure in, upon, and over the Licensed Premises (“**License Agreement**”); and

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are by this reference incorporated into and made a part of this License Agreement as if fully set forth.

SECTION 2. GRANT OF LICENSE; LIMITATION OF INTEREST.

A. Grant of License. The Village hereby grants to the Licensee, and the Licensee hereby accepts, a license to use the Licensed Premises pursuant to and in strict accordance with the terms and provisions of this License Agreement (“**License**”).

B. Limitation of Interest. Except for the License granted in this License Agreement, the Licensee shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.

SECTION 3. USE OF LICENSED PREMISES.

The Licensee shall use the Licensed Premises for the purpose of constructing and maintaining the Structure in substantial conformity with the drawing attached hereto as **Exhibit B**. The Licensee shall complete the Structure in a lien-free, workmanlike manner pursuant to permits issued by the Village. Following construction of the Structure, the Licensee shall restore the Licensed Premises, at its sole cost and expense, to a condition suitable for its primary purpose as public property. The Licensee shall keep the Structure and Licensed Premises at all times in the proper condition for their intended use and shall be solely responsible for any and all injuries caused by the Licensee’s failure to do so.

SECTION 4. TERMINATION; RESTORATION.

A. Termination by the Village. Notwithstanding anything to the contrary in this License Agreement, the Village may terminate this License Agreement, in whole or in part, by providing Licensee with 45 days prior written notice:

- (i) If the Licensee fails to comply with any of the terms, conditions, or limitations set forth in this License Agreement and does not cure such failure within in 45 days of such prior written notice; or
- (ii) If the Licensee violates any applicable federal, state, county, or Village law, ordinance, rule, or regulation; or
- (iii) If the Village, in its sole discretion, determines that a public need or purpose exists that requires the termination of this License Agreement; or
- (iv) If the Village, in its sole discretion, determines that there is a safety concern resulting from activities undertaken pursuant to this License Agreement; or
- (v) Upon termination or expiration of the Fibercity Agreement.

B. Termination by Licensee. Upon removal of the Structure from the Licensed Premises and restoration of the Licensed Premises, the Licensee may terminate this License Agreement by providing the Village with 45 days prior written notice.

C. Restoration. Upon termination or expiration of this License Agreement, the Licensee shall restore the Licensed Premises, at its sole cost and expense, as nearly as practicable to the condition immediately preceding the construction of the Structure.

SECTION 5. INDEMNIFICATION.

Licensee shall hold harmless, indemnify, and defend the Village, its elected and appointed officers, officials, agents, attorneys, employees, and representatives against any and all losses, expenses, claims, costs, causes, and damages, including without limitation litigation costs and attorneys' fees, (i) for any accident, injury, or death to persons or loss or damage to property occurring on or about the Structure and/or Licensed Premises, or any parts thereof, and due in whole or in part to any act or failure to act or any negligence or default under this License Agreement by Licensee, its tenants, contractors, agents, representatives, invitees, licensees or employees; or (ii) on account of any failure on the part of Licensee to perform or comply with any terms or conditions of this License Agreement ("**Claims**"). The provisions of this Section shall not be limited by the amounts of any insurance provided by Licensee pursuant to this License Agreement. Claims resulting from any act or failure to act or any negligence or default under this License Agreement by Licensee, its tenants, contractors, agents, representatives,

invitees, licensees or employees that arise prior to the termination of this License Agreement shall survive the termination of this License Agreement.

SECTION 6. INSURANCE.

Licensee shall obtain and maintain, at its sole expense, comprehensive general liability insurance (with XCU coverages) in an amount not less than \$1,000,000 (which insurance may be primary, umbrella, excess, or any combination thereof) to provide coverage for and insure against (i) personal injury, death, or property damage occurring on or in connection with the Structure and/or Licensed Premises, (ii) Licensee's obligations under this License Agreement, and (iii) contractor liability. In addition, all contractors engaged by the Licensee for work within the Licensed Premises shall procure and provide evidence to the Licensee of insurance in the amounts and manner set forth in this Section.

The Village shall be named as an additional insured on such insurance policy or policies. Such insurance policy or policies shall provide that the insurer shall provide the Village with 45 days advance written notice of any cancellation thereof. Licensee shall provide a certificate(s) of insurance to evidence this coverage and, at the request of the Village, Licensee shall provide copies of all policies herein required to the Village. All insurance policies required under this Agreement shall be underwritten by an insurance company licensed to do business in the State of Illinois. The insurance carrier shall at all times during the terms of this License Agreement have a policyholder's rating of not less than "A-" in the most current edition of Best's Insurance Reports. Each insurance policy evidencing the insurance to be carried by the Licensee under this Agreement shall contain a clause that such insurance policy and the coverage evidence thereby shall be primary with respect to any insurance policies carried by the Village and that any coverage carried by the Village shall be excess insurance.

SECTION 7. ENFORCEMENT.

The parties hereto may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this License Agreement; provided, however, that the Licensee agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any Village elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this License Agreement. Licensee agrees to pay all reasonable costs, attorneys' fees, and expenses incurred by the Village in enforcing the covenants, terms, and conditions of this Agreement.

SECTION 8. RESERVATION OF RIGHTS.

The Village hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Licensee of the rights granted hereunder. The Village shall have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises.

SECTION 9. NOTICES.

All notices and communications required or permitted to be given under this License Agreement shall be in writing and shall be deemed received by the addressee thereof (i) when delivered in person on a business day at the address set forth below, (ii) on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below, by properly addressed, postage prepaid, certified or registered mail, return receipt requested, or (iii) when delivered, if delivered by a nationally recognized overnight courier service. Such notices and communications shall be addressed to, and delivered at, the following addresses:

To the Village:

Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136

To the Licensee:

Timber Trails Home Owners Association
Attn: President Holly Stoddard
90 John M. Boor Drive
Gilberts, Illinois 60136

Notices shall be effective when delivered or mailed. By notice complying with the requirements of this Section, the Village and Licensee each shall have the right to change the address or addressee or both for all future notices to it.

SECTION 10. SUCCESSORS, TRANSFEREES, AND RELEASE OF TRANSFEROR.

The Licensee acknowledges that this License is for the sole and exclusive benefit of the Licensee, and shall not be transferred or assigned without the prior written consent of the Village, which consent may be withheld at the Village's sole and absolute discretion. In the event that the Village approves transfer or assignment of the License, the Licensee acknowledges and agrees that the obligations assumed by it under this License Agreement shall be binding upon such transferee or licensee.

SECTION 11. MISCELLANEOUS.

A. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this License Agreement.

B. Applicable Law. This License Agreement shall be interpreted under and governed by the laws of the State of Illinois.

C. Amendment. This License Agreement may be modified, amended, or annulled only by the written agreement of the Village and Licensee.

D. Survival. All representations and warranties contained herein shall survive the execution of this License Agreement and the recordation thereof and shall not be merged.

E. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between Licensee and the Village and constitutes the entire License Agreement between the parties relating to their respective rights relative to the Licensed Premises.

F. Severability; Waiver. If any provision of this License Agreement shall be held invalid, the validity of any other provision of this License Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver or breach of any term, condition, covenant or obligation of this License Agreement shall not be considered to be a waiver of that or any other term, condition, covenant, or obligation or of any subsequent breach thereof.

G. Authorization. Each party represents and warrants that it has the full power and authority to legally undertake the obligations set forth in this License Agreement. The parties acknowledge that they have read and understand this License Agreement, and agree to be bound by its terms.

IN WITNESS WHEREOF the parties hereto have caused this License Agreement to be executed, effective as of the date first written above.

ATTEST:

THE VILLAGE OF GILBERTS

By: _____

Its: _____

ATTEST:

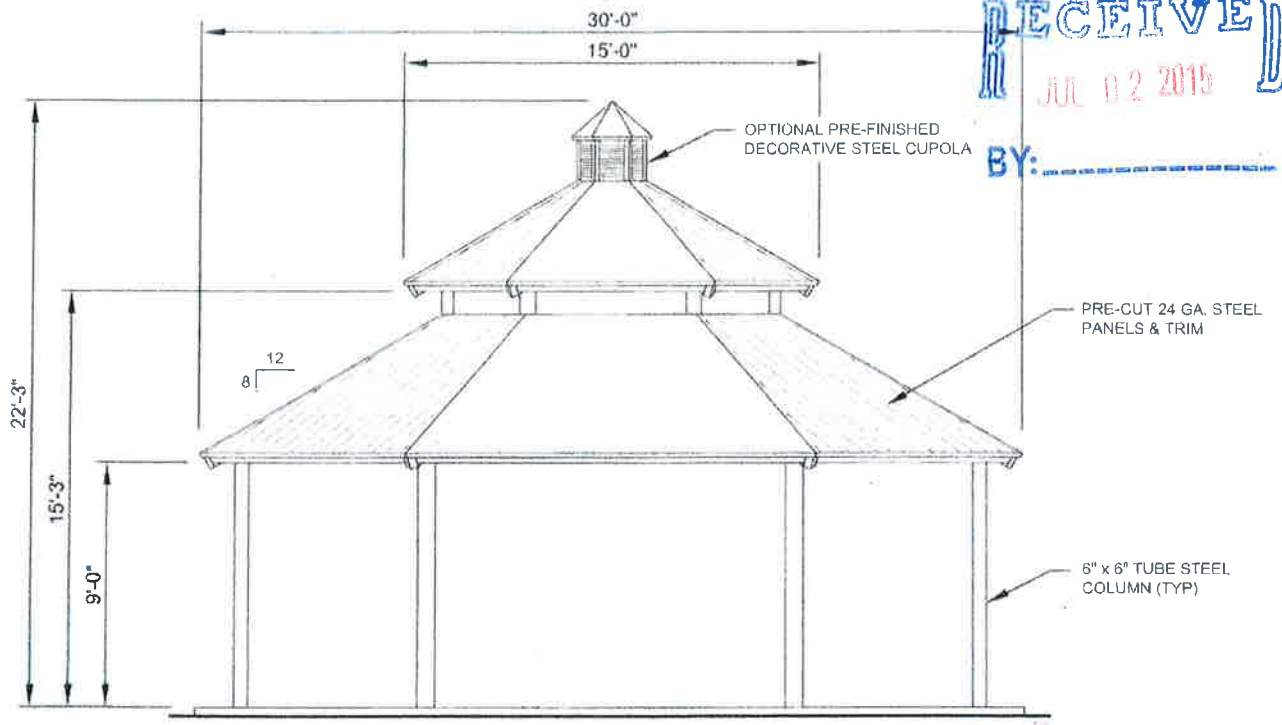
TIMBER TRAILS HOME OWNERS ASSC.

Exhibit A

59 Timber Trails Boulevard (PIN 02-36-177-011)

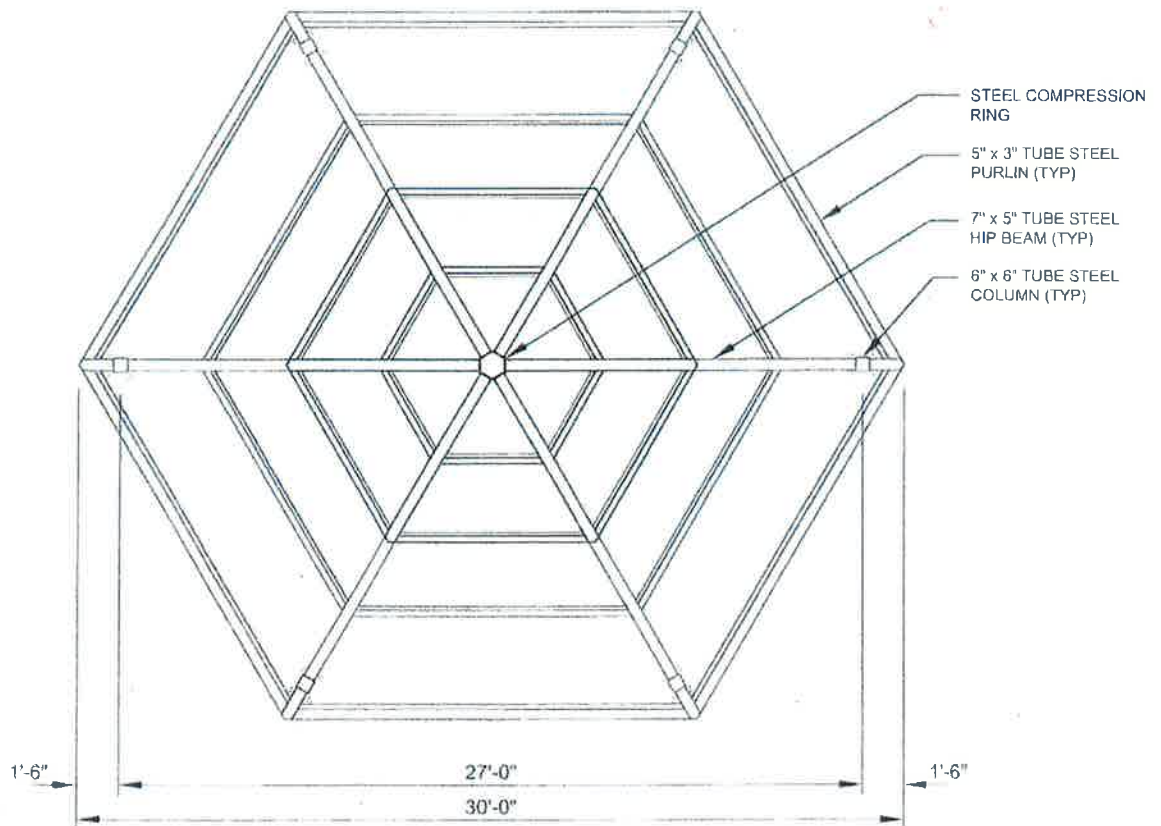


Exhibit "B"



ELEVATION

SCALE: NTS



FRAMING PLAN

SCALE: NTS

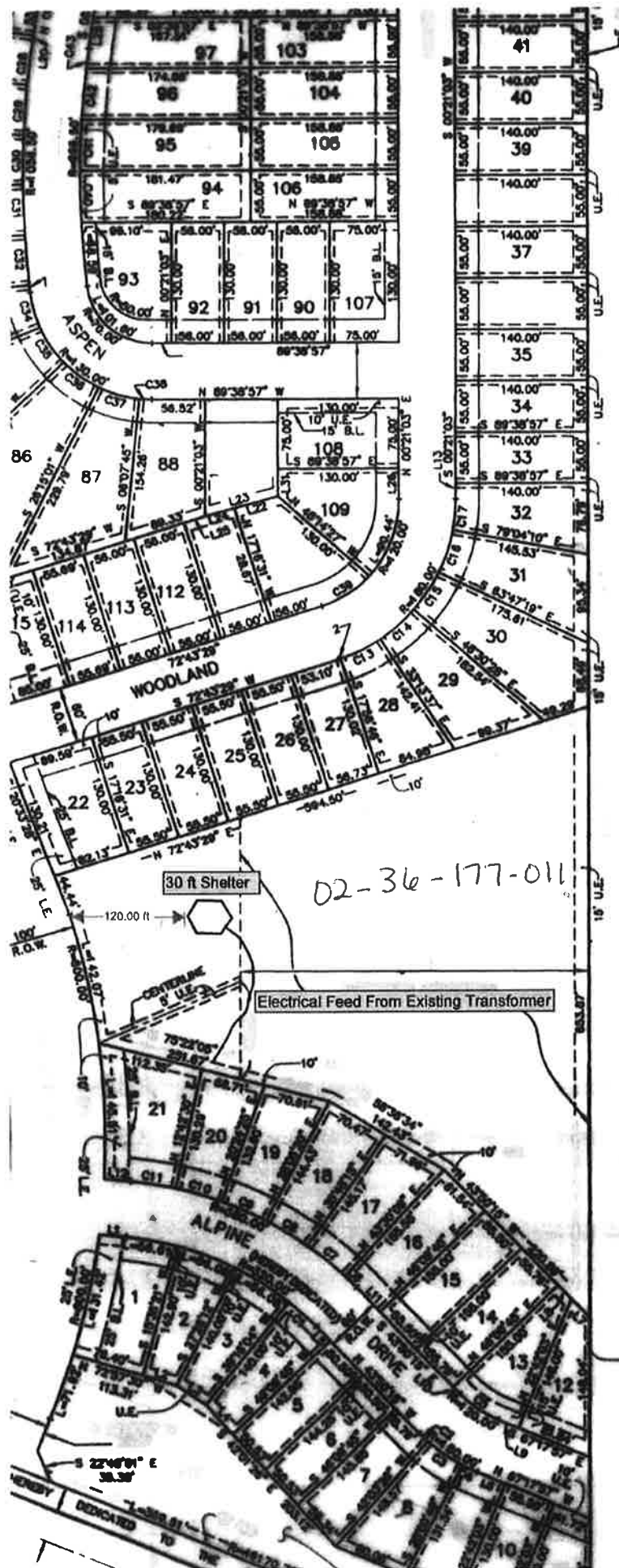


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Toll Free: (800) 657-6118
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www.CoverWorx.com

Steelworx Hexagonal Shelter w/ Vented Top - 30'

Model: HX-30-SW-VT-812-9E-CP

DESIGN SPECIFICATIONS



**RESOLUTION
VILLAGE OF GILBERTS**

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF GILBERTS
AND SPLASH ZONE LLC TO INSTALL A COMMERCIAL SPLASH PAD
RECIRCULATION SYSTEM CONVERSION**

WHEREAS, the Village of Gilberts desires to make system improvements to a splash pad system at Gilberts Town Center Park, located at Tyrrell Road and Columbia Lane; and

WHEREAS, the Village desires to retain the services of Splash Zone LLC to install the proposed commercial splash pad recirculation system at Town Center Park; and

WHEREAS, projects defined as “public works” with a value greater than \$20,000.00 require a competitive bidding process set forth in state statute 65 ILCS 5/8-9, or a waiver of the competitive bidding process if approved by two-thirds of the Village Board; and

WHEREAS, the proposed agreement capitalizes on Splash Zone LLC’s knowledge of Gilberts’ existing splash pad system which they originally installed in 2014 under a contract between the Village of Gilberts and Phoenix & Associates;

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

Section 1:

The Village of Gilberts hereby waives the competitive bidding requirements for this “public works” project and any related elements that may be subject to the requirements set forth by state statute 65 ILCS 5/8-9.

Section 2:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a Contract with Splash Zone LLC to install a commercial splash pad recirculation system at Gilberts Town Center Park as attached hereto and made a part hereof as Exhibit A as approved.

Section 3:

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

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

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

APPROVED THIS _____ DAY OF September, 2015

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

**Splash Zone®****p. 800-985-3031****f. 866-869-3942**

Proposal

DATE: August 23, 2015**Contract #:** 15-168**Customer ID:** Swedberg**John Swedberg**
Village of Gilberts*Contract pricing valid for 30 days from proposal date*
Prepared by: Ryan Vaughn

(847) 428-4167 jswedberg@villageofgilberts.com

PROJECT DESCRIPTION**COMMERCIAL SPLASH PAD SYSTEM CONVERSION LOCATED AT:****Village of Gilberts, Illinois**

2,500 Sq. Ft. Fresh Water/Drain Away to Recirculation System Conversion

Intercept main drainage and install a 2,500 gallon burial grade holding tank.

Run suction & return lines to and from tank for recirculation equipment and to manifolds for multiple play zones.

Install recirculation system, including pump, filter, chemical control system, etc. (per health dept.).

Install (1) 1.5HP pump for Toddler Zone, (1) 2HP pump for Teen Zone, and (2) 3HP pumps for Family Zone.

Install rain diverter valve and overflow line to sewer.

Rewire activators and timers to include feature pumps.

Payment/Performance bond not included in proposal; however, Splash Zone is pre-qualified to acquire at an additional cost if requested.

Client to be named as additional insured on Splash Zone G/L policy with completed operations coverage.

Water source, sewer stub out, and electrical to be provided by others, brought to accessible location near equipment.

Utility room, vault or enclosure for equipment to be provided by others.

All inspections, permits and permit fees responsibility of Client. Splash Zone to provide plans/spec sheets.

Sales Tax not included -- additional if required.

SUB TOTAL

\$77,200.00

SALES TAX

\$

-

TOTAL**\$ 77,200.00**Signed: _____
Splash Zone® LLC

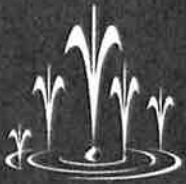
Date: _____

Accepted: _____
Owner (Client)

Date: _____

THANK YOU FOR YOUR BUSINESS!**Payment Schedule** (or as otherwise agreed upon)

20% deposit due before work begins.	\$ 15,440.00
Progress billings.	\$ 54,040.00
10% final after client sign-off.	\$ 7,720.00
	<u>\$ 77,200.00</u>



Splash Zone[®], LLC

Splash pads... It's all we do!

WARRANTY, GENERAL TERMS AND CONDITIONS NOTICE TO BUYER BUYER'S RESPONSIBILITY

Buyer shall provide Contractor with adequate access and site free of debris or obstacles prior to the start of work and Buyer agrees to pay to Contractor all additional costs incurred as a result of Buyer's failure to so provide.

Buyer shall be responsible to protect all trees, shrubs and other plants which Buyer desires to save which occupy space to be used in the construction of the splash pad.

Buyer agrees to assume all liability for damage to driveway, curbs, walks, shrubs, sewers, sprinkler systems, drip lines, patio, underground utility lines, fences, decomposed granite, lawn or any rerouting of irrigation water.

Splash Zone is not liable for any damage to any part of the splash pad caused by irrigation water, vandals, or any other persons or things not within the control of the Contractor. Any splash pad equipment or appurtenances subject to this Contract delivered to the job site are the Buyer's property and if removed or stolen is Buyer's responsibility.

It shall be the responsibility of the Buyer to furnish a water source and power source for the construction of the splash pad.

Splash Zone is not responsible for unusual soil conditions including but not limited to the following: caliche, subterranean water, floatation of splash pad due to external water, granite, or other like and unusual sub-surface conditions, mass concrete, unusually large boulders or the like. Buyer agrees to pay an additional sum for these additional items and/or any associated changes as an additional cost to the contract price.

Drainage beyond the splash pad is Buyer's responsibility.

Excess soil will NOT be removed and will remain on the property unless specified in the contract.

With the exception of minor grading for the splash pad, Splash Zone is not responsible for supplying fill dirt or providing excessive grading unless specified in the contract.

Contractor agrees to construct the splash pad diligently, but Contractor shall not be responsible for delays or damages caused by failure to perform work or furnish materials or equipment due to acts of God, conditions created by threat or of inclement weather, war, riot, or other civil disturbance, strike, government prohibition, delays caused by Buyer, non issuance of all required permits affecting the splash pad, availability of construction material, or other reasons beyond its control.

Requests for any changes or additions to this contract desired by the Buyer shall be made in writing at a price as mutually agreed and signed by both parties and shall become part of this contract.

Contractor shall have the right to stop work and keep the job idle if payments are not made when due.

Contractor assumes no responsibility or liability for work performed by the Buyer, equipment or materials supplied by the Buyer.

In the event the payments required hereunder are not paid in accordance with the requirements of this contract, a credit service charge of one and one-half percent (1-1/2%) per month, which is eighteen percent (18%) corresponding annual percentage rate, will be applied from the date such payment becomes due.

In the event Splash Zone shall be required to employ an attorney to enforce collection of any payment required to be made by Buyer to Splash Zone under this agreement, Buyer agrees to pay to Splash Zone a reasonable amount for attorney's fees although legal action either was not instituted or not completed to judgment.

This contract and any addendum in writing is the full agreement between parties and the parties are not bound by any statements or representations or oral expression by any agent or person purporting to act for or on behalf of either party.

Should any part on this agreement be declared invalid for any reason, such decision shall not affect the validity of any remaining portions and shall remain in force and affect as if the invalid portion had been eliminated.

Buyer agrees to allow Splash Zone the use of pictures taken before, during and after construction of the splash pad in marketing and other material unless otherwise specified in writing.

When the splash pad is completed (evidenced by a signed project completion form) this contract shall have been completed.

WARRANTY MATERIALS AND WORKMANSHIP

Splash Zone, LLC warrants to the original Buyer all labor, materials, and equipment to be free of defects for a period of one (1) year from the date the splash pad is complete, when subject to original Buyer's reasonable care and necessary maintenance. Upon written notice to Splash Zone, LLC by the original Buyer within that one (1) year period, Splash Zone LLC will remedy any defect in material or workmanship without charge within a reasonable time provided the original Buyer has complied with all Terms of this Contract, including payment in full.

LIMITATIONS

No warranty extends to any part of the splash pad, its equipment or appurtenances thereto which are caused by any of the following conditions or events:

Defects or failures caused by abuse, lack of reasonable care, lack of necessary maintenance, improper operation, vandalism, acts of God, or normal wear.

Damages or failures to plumbing lines, filter, motors and pumps caused by freezing.

Damages or failures caused by substituting or addition of equipment or service not expressly authorized which affect the operation or designed use of the splash pad.

Discoloration, staining, check cracks, cracks and imperfections inherent in splash pad decks and concrete products. Only cracks exceeding in width the thickness of a dime will be repaired by Splash Zone LLC at no cost to the original consumer within the warranty period.

Minor high and/or low spots in the concrete or surface material which accumulate less than 1/2" inch of standing water.

Damages or failures caused by surface or subterranean drainage under or around said splash pad or earth fill movement, explosions, wrecking, expansive soil, and the like, and not occasioned by Splash Zone LLC.

In some locations, expansive soil may exist. Damage caused to the splash pad as a result of expansion soil will be at the Buyer's expense, except for the concrete shell, shall be Splash Zone's expense. Buyer may secure at his expense an

independent soil analysis to determine whether expansive soil exists in the splash pad location. Without a soil analysis, Splash Zone, LLC assumes no liability regarding determination of existence of expansive soil.

Splash Zone, LLC expressly denies any responsibility or liability for incidental or consequential damages arising out of or as a result of the use or ownership of the splash pad.

Damage by the elements or acts of God, war, civil disturbances, unusual abuse/neglect, incorrect operation or lack of care of the splash pad or equipment.

PERFORMANCE

In the event of defect in materials or workmanship within the above stated warranty periods, and upon written notice to Splash Zone, LLC, at 7319 S Atwood, Ste 103, Mesa, AZ 85212, by the original consumer, Splash Zone, LLC will remedy any defect in material or workmanship without charge to the original consumer with exceptions listed here within, with in a reasonable amount of time, provided the original consumer has complied with all terms of this contract, including payment in full.

NOTICE

You are entitled to a copy of this agreement at the time you sign it. You may cancel this agreement at any time prior to midnight of the third business day after the date of this transaction by faxing a written cancellation request to 866-869-3942. This provision is not allowed if construction of the splash pad has begun or will begin prior to the third business day.

Signed: _____
Splash Zone LLC

Date: _____

Signed: _____
Owner (Client)

Date: _____

SPLASH ZONE, LLC
7319 S ATWOOD, STE 103
MESA, AZ 85212
P. 800-985-3031
F. 866-869-3942