

Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, IL 60136
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www.villageofgilberts.com

Village Administrator Memorandum 76-15

TO: President Rick Zirk
Village Board of Trustees

FROM: Ray Keller, Village Administrator

DATE: September 30, 2015

RE: Village Board Meeting – October 6, 2015

The following summary discusses the agenda items for the Village Board meeting scheduled for October 6, 2015:

1. CALL TO ORDER

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

A. Motion to approve Minutes from the September 15, 2015 Village Board Meeting

Staff recommend approval of the minutes from the September 15 meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions.

B. Motion to approve Bills & Salaries dated October 6, 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 Ordinance 21-2015, an Ordinance approving a Final Plan for the Grove Mart Gas Station, Lots 1-11 in Prairie Business Park PUD

Glogovsky Oil Company has submitted a final plan for their proposed gas station with convenience store, located at the northeast corner of the Prairie Business Park on Lots 1-11. Because Prairie Business Park was entitled a Planned Unit Development (PUD), the final plan requires Plan Commission review and Village Board approval before permits may be issued.

Glogovosky Oil will construct a brick 4,935-square foot convenience store on the 1.97-acre site, along with eight gasoline and four diesel fuel pumps. Traffic from eastbound Higgins Road (IL Route 72) and Tyrrell Road will access the site via right in-out only turn lanes onto Larkspur Drive and Trillium Drive, respectively. Staff reviewed the provided circulation plan to show adequate turning radii, particularly for truck traffic circulating in a counter-clockwise pattern from Trillium Drive.

The final plan and accompanying building exhibit appear to comply with the UDO and the terms of the PUD ordinance. The engineering details accompanying the final site plan will be reviewed by Baxter & Woodman prior to the issuance of any permits. Staff recommends approval of the final plan for the Grove Mart gas station site.

The PUD ordinance for Prairie Business Park had specified that a gas station would be permitted one 64-square foot monument ground sign. The Applicant is requesting a sign allowance that would permit three monument signs to be located at the northwest, northeast and southeast corners of the site. Approval of the final plan would automatically allow the one ground sign, which would be superseded by a sign package if approved by the Village Board through a separate ordinance.

At their September 9 meeting, the Plan Commission recommended approval of the final plan by a vote of 6-0. Staff concur with their recommendation. Please contact me with any questions or requests for additional information that may be needed at the meeting.

B. Motion to approve Ordinance 22-2015, an Ordinance approving a sign package for the Grove Mart Gas Station, Lots 1-11 in Prairie Business Park PUD

Glogovsky Oil Company is requesting a sign variance or alternate sign package for their gas station to be located on Lots 1-11 of the Prairie Business Park PUD. The PUD ordinance for Prairie Business Park had specified that a gas station would be permitted one 64-square foot monument sign. Instead, the Applicant is requesting a sign package that would allow three monument signs to be located at the northwest, northeast and southeast corners of the site:

1. One single sided sign (labeled as Sign 1 – NE Elevation on the provided drawing) would be located at the northeast corner of the site, angled to face the Higgins/Tyrrell Roads intersection. The total signage area of 80 square feet would include approximately 26 square feet for digital price signs, 26 square feet for the Shell logo and 32 square feet for a LED reader board. The sign would be placed on a brick base that would give it a total height of 10 feet and a total width of 14 feet.
2. Two double-sided signs (labeled as Sign 2 – South & West Elevation on the drawing) would be installed near the right-in access points at Higgins Road/Larkspur Drive and Tyrrell Road/Trillium Drive. These signs would have 48 square feet of signage including the logo and digital price signs only. The signs would be placed on matching brick bases that would place their heights and widths at 10 feet each.

The Unified Development Ordinance (UDO) normally allows a single 80 square foot monument ground sign, not to exceed 10 feet in height, for a single commercial building or site. The Prairie Business Park PUD ordinance includes a provision making a gas station a permitted use, rather than a special use as typically required by the UDO, along with an allowance for a single 64 square foot ground sign. The Applicant is requesting the larger primary sign to match what is typically allowed by the UDO. The two smaller signs would facilitate drivers' decision making, making it easier for them to identify the right-in turn lanes at Larkspur and Trillium Drives as the entrances to the gas station.

While the total amount of signage requested is greater than what would typically be allowed, the impact of the three signs would be in scale with the speed and scale of the Higgins/Tyrrell intersection. The single-sided primary sign would match what another new gas station would otherwise be allowed. Staff note that the two smaller signs would serve as directional signage to compensate for the gas station's lack of direct access to Higgins or Tyrrell Roads. Except from the center of the Higgins/Tyrrell intersection, no driver could see more than the primary sign and the corner and one of the two directional signs.

Section 10-9-2, Paragraph N of the UDO provides a mechanism for the Village Board to grant a sign package for sites that require a customized approach. Staff drafted an ordinance that would allow the three ground signs as requested. The Board retains the option of approving or not approving the sign package, or approving a modified sign package that is different from what was drafted. The Board may also defer action to a later meeting if additional information and/or discussion would facilitate deliberation.

The Applicant will provide additional information about their request at the meeting. Please contact me with any questions or requests for supplemental information that may be needed before the meeting.

C. A Motion to approve Ordinance 23-2015, an Ordinance vacating and conveying title to part of Union Street in the Village of Gilberts

Staff recommend approval of the ordinance vacating an unused part of the Union Street right of way between Willey Street and Galligan Road. Vacating the right of way would transfer its ownership to the three adjacent property owners as shown on the attached exhibit. Owning the properties would allow them use of the vacated area as extensions of their respective properties. In its place, the Village will establish a permanent utility and access easement, which would allow for continued use by utilities and the Village. Pedestrians could also continue to use the sidewalk on the west side of the right of way, which the adjacent property owner has agreed to maintain.

Vacating the unused right of way reduces the Village's responsibility for its maintenance while allowing the adjacent owners to use the area as extensions of their own properties. The utility and access easement would prevent any permanent structures (e.g. house additions) to be built, but the new owners could fence and/or landscape their larger lots.

By state statute, approval of a right of vacation requires three-fourths approval (6 of 7 board members). Please contact me with any questions or requests for additional information that may be needed before the meeting.

D. Motion to approve Resolution 39-2015, a Resolution authorizing a Connection Incentive Program Agreement between the Village of Gilberts and Forming Concepts

Staff recommend approval of a resolution authorizing a resolution that would incentivize Forming Concepts' connections to the Village's water and sanitary sewer systems. Forming Concepts is currently rebuilding their facility at 185 Industrial Drive, following the fire this past February that destroyed their building. The new 17,881 square-foot facility will comply with the Village's current codes including the facade improvements required of structures in the I-1 zoning district. The new building will also be connected to the Village's sanitary sewer and potable water systems.

Forming Concepts stated that their fire insurance reimbursement will cover some of the reconstruction costs, but they are asking for assistance with the Village's water and sewer connection fees. The Village Board had previously approved a water connection incentive program, which would allow Forming Concepts to repay the \$4,200 water connection fee through a three-year installment plan. The water connection installment payments will be added to their bimonthly water/sewer bills.

Forming Concepts' building is also the first under the revised sewer connection schedule, which is based on the projected population equivalents (PEs) to be used by the building. Forming Concepts' engineer calculated the anticipated load to be 9 PE, resulting in a \$27,000 fee. Approval of the resolution would authorize the Village to pay half of the sewer connection fee (\$13,500) using funds from TIF #1 and allow Forming Concepts to all repay the remaining \$13,500 sewer connection fee balance over a three-year installment plan.

Approval of the provided resolution would memorialize the terms of the arrangement, including default provisions should Forming Concepts (or subsequent owner) fail to fulfill their obligations. Please contact me with any questions or requests for additional information that may be needed at the meeting.

E. Motion to approve Resolution 40-2015, a Resolution authorizing a SCADA Support Service Agreement between the Village of Gilberts and BWCSI

Staff recommends approval of the resolution authorizing an agreement with Baxter & Woodman to provide SCADA support services for the water and waste water plan. The agreement details project management, software renewal costs, extended computer warranty management along with proactive and reactive hardware and software maintenance. The agreement identifies a Baxter & Woodman employee team assigned to the Gilberts SCADA system who will manage the IT and controls portions of the plants. The IT portion of the agreement manages the computer and radio infrastructure needed to monitor the operation of the water plants. The controls portion manages the industrial components that run the water plant which are wired into the SCADA network that provide an overview of the plants operational status.

The length of this agreement is October 1, 2015 through April 31, 2016 to bring the next agreement in line with the next fiscal year. The team approach to this agreement and the seven month time period reflect Baxter & Woodman's current efforts at internal reorganization to better serve their clients. The agreement is for a total of \$12,400 which will be payable with two invoices in October 2016 and January 2016. The advance purchase of reactive/proactive hours provides the Village with a 10% reduction in labor rates. The agreement also includes a reduced mark up of 10% for any materials B&W procures during the length of the agreement.

F. Motion to approve an extension to a License Agreement between the Village of Gilberts and Phoenix & Associates

Staff recommend approval of an extension of a license agreement with Phoenix & Associates for the management of a detention credit program. In 2010, the Village entered into a public-private partnership with Phoenix to modify an existing Village-owned retention pond to create surplus stormwater capacity. The program allows property owners them to maximize their developable potential by purchasing detention capacity offsite. In exchange for the right to sell credits, Phoenix committed to providing ongoing in-kind services as well as continuous responsibility for the pond's maintenance. Credits have been sold to benefit the Tollway's I-90 expansion and the Prairie Business Park, with the Village's share of the sales reinvested in stormwater improvements in the Gilberts Glen neighborhood. Village Engineer Bill Blecke has certified that between the Riemer pond and Phoenix's DSOP area, which was established under an earlier agreement, 49.21 total acre-feet of detention credits remain available for future development.

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

6. ITEMS FOR DISCUSSION

A. Irrigation Meters

Staff will review a request to reconsider how the Village bills for water and sanitary user charges for irrigation systems. Staff will provide a separate report and will request the Board's direction for possible action at a later meeting.

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
October 6, 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 15, 2015 Village Board Meeting
- B. A Motion to approve Bills & Salaries dated October 6, 2015

5. ITEMS FOR APPROVAL

- A. A Motion to approve Ordinance 21-2015, an Ordinance approving a Final Plan for the Grove Mart Gas Station, Lots 1-11 in Prairie Business Park PUD
- B. A Motion to approve Ordinance 22-2015, an Ordinance approving a sign package for the Grove Mart Gas Station, Lots 1-11 in Prairie Business Park PUD
- C. A Motion to approve Ordinance 23-2015, an Ordinance vacating and conveying title to part of Union Street in the Village of Gilberts
- D. A Motion to approve Resolution 39-2015, a Resolution authorizing a Connection Incentive Program Agreement between the Village of Gilberts and Forming Concepts
- E. A Motion to approve Resolution 40-2015, a Resolution authorizing a SCADA Support Service Agreement between the Village of Gilberts and BWCSI
- F. A Motion to approve an extension to a License Agreement between the Village of Gilberts and Phoenix & Associates

6. ITEMS FOR DISCUSSION

- A. Irrigation Meters

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 15, 2015

Call to Order/ Pledge of Allegiance

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

Roll Call/Establish Quorum

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, LeClercq, Zambetti, Farrell and Hacker. 2-absent: President Zirk and Trustee Kojzarek. Others present: Administrator Keller, Assistant Administrator Beith and Village Clerk Meadows. For members of the audience please see the attached copy of the sign-in sheet.

President Pro Tem

In acknowledgment of President Zirk's absence, a Motion was made by Trustee LeClercq and seconded by Trustee Farrell to appoint Trustee Zambetti to serve as President Pro Tem. Roll call: Vote: 5-ayes: Trustees Corbett, LeClercq, Zambetti, Farrell and Hacker. 0-nays, 0-abstained. Motion carried.

Public Comment

President Pro Tem Zambetti asked if anyone in the audience wished to address the Board Members. Mr. Jeff Possin a representative from Interstate Partners approached the dais. He expressed concern with Interstate Partners recent irrigation water bill. Mr. Possin noted that the irrigation meter located inside their pump room is solely used for irrigation purposes and the water is being disbursed to the sewer system. He questioned why Interstate Partners was being billed for both water and sewer when using their irrigation meter. He commented on the fact that the Village had approved the pump room plans in which their irrigation meter is located and the meter is plumbed for irrigation purposes only.

Administrator Keller reported that Staff was very aware of Mr. Possin's concern and had informed him that Staff was reviewing various options to resolve this issue. Administrator Keller noted that in fairness Staff realizes and sympathizes with Interstate Partners situation. However, the issue cannot be resolved with only considering Interstate Partners buildings. This issue has global impacts on other businesses and property owners irrigating, filling pools or conducting other outside watering activities.

President Pro Tem Zambetti commented on the fact that he understood the intent of the current Ordinance. However, he noted that the Village is growing and Interstate Partners' buildings are unlike any other industrial buildings located within the Village.

President Pro Tem Zambetti discussed the disadvantage of having irrigation meters in an outside vault.

Mr. Possin noted that due to the extremely large area of plantings that requires irrigation their irrigation system includes a pump which is also located in the pump room. He stated that the Village and the Fire Department does have access to the pump room and may inspect the meters at any time. There was some discussion on various options to resolve the situation. Mr. Possin requested the Board Members in addition to considering how to resolve the sewer billing policy also consider crediting Interstate Partners for the previous irrigation water bills in which sewer was charged. President Pro Tem Zambetti replied that the Board Members along with Staff will consider Mr. Possin's request.

Trustee Corbett inquired why this issue had not been brought up sooner. Mr. Possin reported that the first building was billed for irrigation only with no sewer use charge included. However, Staff has recently informed Interstate Partners that moving forward all three buildings' irrigation meters will be billed for both water and sewer.

Trustee Farrell directed Staff to place this matter on the next Committee of the Whole agenda for further discussion. Mr. Possin thanked the Board Members for their time.

President Pro Tem Zambetti inquired if anyone else in the audience wished to provide the Board Members with any comments. Resident Dan Pace approached the dais.

Mr. Pace noted that he did not have any questions he only wanted to provide the Board Members with a few comments. Mr. Pace questioned the Board Members and Staff's accountability, transparency, and due process. Mr. Pace reported that he recently submitted a Freedom of Information request for a permit for the Verizon's fiber installation in the Village's right-of-ways along Tyrrell Road in the close proximity to Sleeping Bear and White Feather. He stated that the request was filled; however the information he received was a request for a permit from CCS with no reference to Verizon. In addition the permit was signed off by the Village Administrator not the Chief Building Inspector. Administrator Keller reported that he is the Staff member with the authority to approve work in the Village owned right-of-ways.

Mr. Pace commented on the WOW agreement which appeared on tonight's agenda. He once again cited accountability, transparency and due process. He was under the impression the fiber installation had already been completed.

Administrator Keller stated that the fiber installation Mr. Pace was referring to was the fiber network that Mr. Mertz had installed at the time the referendum asking voters if they were in favor of funding a Village wide fiber optics network. The Village at that time was in the process of drafting an agreement with Mr. Mertz. Administrator Keller noted that this matter had been discussed publicly on many occasions. In addition, Mr. Mertz installed the fiber at his own expense and risk. If the fiber agreement is not approved Mr. Mertz is aware that he will have to remove the fiber at his own expense.

Trustee Farrell commented on the fact that the WOW agreement if approved will make available high speed fiber optics to the business district. Providing the business community with fiber optics is anticipated to spur economic development.

Mr. Mike Healy, WOW Manager, of Government Relations asked permission to address the Board. Manager Healy wanted to clarify Mr. Pace's confusion on the fiber optic permit. He reported that Verizon had contracted with WOW to install the fiber optic cables along Tyrrell Road in close proximity to White Feather and Sleeping Bear Trail and WOW's engineering firm is CCS. That is the reason Verizon's name does not appear on the request for permit.

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 as follows: General Fund \$214,464.87, Performance Bonds and Escrows \$2,425.75, Water Fund \$27,409.63 and Payroll \$57,754.24.**

President Pro Tem Zambetti asked if there were any items any of the Board Members wished to remove from the consent agenda. The Board Members provided no comments. **A Motion was made by Trustee Farrell and seconded by Trustee LeClercq to approve the consent agenda items A-C as presented.** Roll call: Vote: 5-ayes: Trustees LeClercq, Zambetti, Farrell, Hacker and Corbett. 0-nays, 0-abstained. Motion carried.

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 Right-of-Ways

Administrator Keller reported Staff recommends approval of the resolution authorizing the license agreement between the Village and WOW. He noted that WOW does have the right to access Village rights of way for the installation of their fiber optic network. WOW has proposed the license agreement with the Village to streamline the permitting and approval process for their network. In return WOW will pay the Village a modest annual license fee.

Administrator Keller reported that Assistant Village Administrator Beith had worked closely with WOW and the Village Attorney on drafting the agreement. The WOW fiber-backed internet services will be made available to every address depicted in the service area map. In addition, there will be no charge for the construction or an installation fee to any address located within the service area and WOW will fulfill the service installation request within 90 days, contingent upon a three-year service contract.

Trustee Hacker inquired if the Village Offices will receive fiber. Administrator Keller replied yes, however the fiber will not be lit.

Trustee Corbett inquired if WOW currently has any businesses interested in their services. Manager Healy replied yes sixteen businesses have expressed interested.

There being no future discussion on the agreement, **a Motion was made by Trustee Farrell and seconded by Trustee Corbett 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.** Roll call: Vote: 5-ayes: Trustees Zambetti, Farrell, Hacker, Corbett, and LeClercq. 0-nays, 0-abstained. Motion carried.

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.

Administrator Keller reported that Staff recommends approval of a license agreement with the Timber Trails Homeowners Association to replace an existing gazebo shelter at 59 Timber Trails Boulevard. The original gazebo did not require a Village permit as it was erected on the property prior to its dedication to the Village.

Administrator Keller noted that this license agreement is similar to the recent fence agreements which permitted fences to be erected on public land.

Trustee Corbett inquired if this shelter was going to be larger than the current shelter. Administrator Keller replied yes and the shelter will be similar to the shelter located in Town Square Park.

There being no further discussion on the license agreement, a **Motion was made by Trustee Corbett, and seconded by Trustee Farrell to approve Resolution 37-2015, a Resolution authorizing an agreement between the Village of Gilberts and Timber Trails Homeowners Association to construct and maintain a gazebo on public land located at 59 Timber Trails Blvd.** Roll call: Vote: 5-ayes: Trustees Farrell, Hacker, Corbett, LeClercq and Zambetti. 0-nays, 0-abstained. Motion carried.

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

Administrator Keller reported that the newly installed Town Center Park Splash Pad has proven to be very popular, as reflected by the compliments received. It also far exceeded any expected water or sewer use estimates as indicted by its metered use of almost 10 million gallons of water this summer.

Administrator Keller noted that Staff had discussed various ways to reduce the water consumption at the park. Some of the options included operational changes that may produce marginal water reduction.

Administrator Keller reported that after researching various options Staff concurred that transitioning to a recirculation system would yield the most cost effective benefit. 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 usage.

Administrator Keller reported that Splash Zone's cost for the recirculation system is \$77,200. Splash Zone can complete the retrofit this fall, allowing for any park restoration work to be completed this year avoiding potential conflict with next year's opening.

Administrator Keller commented on the fact this item was not included in the FY-2016 budget. However, the Board Members would fund the project by using enterprise funds or using Municipal Impact Fees. In either case the project could be added as a year-end budget adjustment.

Trustee Corbett inquired if there was a maintenance cost associated with the recirculation system. Administrator Keller replied no. Staff would maintain the system as they currently do.

Trustee Corbett inquired if there was a strainer which strained the water prior to reaching the recirculation pumps. Administrator Keller stated he would check with Staff and report back.

Trustee Farrell inquired about water testing standards. Administrator Keller reported that the Water Department tests the water in the same way they test all the public water supply.

Village Board

Meeting Minutes

September 15, 2015

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There being no further discussion on the Resolution, **a Motion was made by Trustee Corbett and seconded by Trustee Farrell 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.** Roll call: Vote: 5-ayes: Trustees Farrell, Hacker, Corbett, LeClercq and Zambetti. 0-nays, 0-abstained. Motion carried.

A Motion was made by Trustee LeClercq and seconded by Trustee Hacker to approve using Municipal Impact Fees to pay for the splash pad recirculation system conversion. Roll call: Vote: 5-ayes: Trustees Hacker, Corbett, LeClercq, Zambetti and Farrell. 0-nays, 0-abstained. Motion carried.

Items for Discussion

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

Staff Reports

Administrator Keller discussed the recent correspondence from TLC Management, LLC with respect to the Gilberts Town Center Unit 2B (Duplex Lots). Administrator Keller reported that TLC's letter addresses the lots where there's standing water and needs to be regraded and reseeded. If the Board Members have no objections he will inform them that they may proceed with their proposed scope of work.

Administrator Keller commented on a recent letter from Ryland Homes in response to the Village's demand that they address several outstanding property maintenance violations. In the letter President John Carroll cited two reasons they would like to request an extension. The first reason President Carroll provided was a possible merger between Ryland and Standard Pacific Homes which he noted that the merger may require changes in the accounting treatment for suspended communities such as GTC Townhomes. The second reason he wished the Village take under consideration was with respect to the Village's demand that the two foundations be removed. President Carroll wrote that removal of the foundations would be extremely expensive and wasteful of the value of the foundations and the underground improvement which are already installed in the concrete floors and could delay restarting Townhome products when the market improves.

President Pro Tem Zambetti strongly objected to extending the compliance due date. Trustee Farrell agreed. The Board Members concurred that the property maintenance violations pose a life safety hazard and need to be addressed within 30 days. Administrator Keller will inform President Carroll that the Board Members are not in favor of granting an extension or a waiver on the removal of the open foundations.

Administrator Keller acknowledged Assistant Administrator Beith and Village Clerk Meadows efforts in hosting the recent Senator Roskam luncheon. In addition, Administrator Keller reported that the afternoon visit to two of the local businesses was very informative and Senator Roskam appeared to be engaged in the site visits.

Village Clerk Meadows reminded everyone that the fishing derby is scheduled for Saturday, September 19th from 9:00-11:00 am at the Memorial Park Pond.

Board of Trustees Reports

Trustee Corbett commented on a recent email Clerk Meadows had sent reminding the Board Members that the nominations for the third annual community service award are due no later than October 8th.

President's Report

President Pro Tem Zambetti provided no reports.

Adjournment

There being no further public business to discuss, a Motion was made by Trustee Corbett and seconded by Trustee Farrell to adjourn from the public meeting at 8:02 p.m. Roll call: Vote: 5-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

Village of Gilberts

87 Galligan Road

Gilberts, Illinois 60136

Village Board Meeting

September 15, 2015

7:00 p.m.

Sign-in-Sheet

Name

Contact Information (Optional)

Sam Pass
Jeff Rossini

VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRUS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
	344,271.64	265,916.00	-	-	44,958.65	33,396.99	-
GALLAGHER BASSETT INSURANCE	22,361.08	17,478.87				4,882.21	
ACE COFFEE BAR INC.	33.50	33.50					
ALLEGRA PRINT & IMAGING	102.91	102.91					
ANCEL, GLINK, DIAMOND, BUSH,	4,409.88				4,409.88		
APT US&C	145.00	145.00					
ASPEN VALLEY LANDSCAPE,INC.	153.08	153.08					
AT&T U-VERSE	75.00	75.00					
BAXTER & WOODMAN, INC.	38,530.83	9,798.10			28,732.73		
BENEFIT PLANNING CONSULTANTS,	100.00	100.00					
THE BUG MAN, INC	118.00	118.00					
CALL ONE	1,435.74	1,123.01				312.73	
COMMONWEALTH EDISON	640.48	640.48					
C. SINGLETON PLUMBING	350.00					350.00	
CUCCI AUTO GROUP LLC	158.36	158.36					
CURRENT TECHNOLOGIES, INC.	30.00	30.00					
COMMUNITY UNIT SCHOOL	3,376.00				3,376.00		
DYNEGY ENERGY SERVICES	17,363.74					17,363.74	
ECONO SIGNS LLC		216.29					
EMBASSY CANTEEN	109.48	109.48					
WRIGHT EXPRESS FSC	4,140.30	3,725.16				415.14	
FEDEX	25.57					25.57	
GILBERTS POLICE PENSION FUND	51,639.88	51,639.88					
HENDERSON PRODUCTS, INC	46.72	46.72					
IL DEPT OF EMPLOYMENT SECURITY	397.82	397.82					
MCHENRY ANALYTICAL WATER	1,241.50					1,241.50	

DRAFT 10/06/15

VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRUS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
DEBRA MEADOWS	53.19	53.19					
MENARDS - CARPENTERSVILLE	152.62	25.68				126.94	
MMD	165.15	165.15					
MORTON SALT, INC	2,627.52					2,627.52	
NEXUS OFFICE SYSTEMS, INC.	165.08	165.08					
NUTOYS LEISURE PRODUCTS	860.40	860.40					
FERGUSON WATERWORKS #2516	1,607.90					1,607.90	
PACES AUTO SERVICE	150.00	150.00					
PHOENIX & ASSOCIATES, INC.	136,996.00	131,179.50			5,816.50		
POMP'S TIRE SERVICE, INC.	420.22	420.22					
PRAIRIE MATERIALS/NSA	740.00					740.00	
PRIORITY PROMOTIONS	178.00					178.00	
HEATHER ROWLETT	138.06	138.06					
RUDY KOSANOVICH	172.99	172.99					
RUTLAND-DUNDEE FPD	500.00				500.00		
SARGENTS EQUIPMENT	80.34	80.34					
RICHARD SPINKER	630.00	630.00					
SHERWIN INDUSTRIES, INC.	4,988.00	4,988.00					
SOUND INCORPORATED	720.00	720.00					
SPLASH ZONE, LLC.	15,440.00	15,440.00					
STAPLES ADVANTAGE	52.22	42.97				9.25	
SUBURBAN LABORATORIES	1,585.50					1,585.50	
DENNIS VOGT	58.00				58.00		

VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER 21-2015

**An Ordinance approving a Final Plan for the Grove Gas Mart Gas Station, Lots
1-11 in Prairie Business Park**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF GILBERTS
KANE COUNTY
STATE OF ILLINOIS**

_____, 2015

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

ORDINANCE 21-2015

AN ORDINANCE APPROVING A FINAL PLAN FOR THE GROVE GAS MART GAS STATION, LOTS 1-11 IN PRAIRIE BUSINESS PARK

WHEREAS, Glogovsky Oil Company has filed a petition with the Village Clerk of the Village of Gilberts, Illinois, for approval of a final plan for a gas station with convenience store, in accordance with a Development Agreement and a PUD ordinance/Preliminary Plat approved with the passage of Ordinances 12-2013 and 13-2013, respectively; and,

WHEREAS, the Gilberts Plan Commission reviewed the final plan and plat of dedication submittals at their meeting on September 9, 2015 and recommended approval of the request by a vote of 6-0; now,

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

Section 1. That the final plan submittal for the Grove Gas Mart Gas Station, Lots 1-11 of the Prairie Business Park PUD, hereto attached as Exhibit "A", be approved.

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

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

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

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

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

APPROVED this ____ day of ____, 2015

(SEAL)

Village President Rick Zirk

ATTEST:

Village Clerk, Debra Meadows

Published:

GLOGOVSKY OIL COMPANY
C-STORE
SWC TYRELL RD & HIGGINS RD (IL ROUTE 72)
GILBERTS, IL 60136
CLIENT REVIEW SET 2015.08.03



OWNER
GLD PROPERTY CO COMPANY
JRT ELDON/STREET
2228 WEST 11th AVE
ELGIN, IL 60120

ARCHITECT OF RECORD
HARRIS DESIGN AND DEVELOPMENT GROUP, LLC
303 PRIMA AVE
NORTH AUSTIN, TX 78702
TEL: 251-5860

CIVIL ENGINEER
WYI ENGINEERING
3953 PRIMA AVE
NORTH AUSTIN, TX 78702
TEL: 251-8233

LANDSCAPE ARCHITECT
ILLINOIS DESIGN GROUP, LLC
3953 PRIMA AVE
NORTH AUSTIN, TX 78702
TEL: 251-8233

SURVEYOR
WYI ENGINEERING
3953 PRIMA AVE
NORTH AUSTIN, TX 78702
TEL: 251-8233

PROVIDER/IES
LS INDUSTRIES
UTERILL AVENUE ROAD
CHANDLER, AZ 85226
513 760 3338

STRUCTURAL ENGINEER
COMPANY NAME: TBD
ADDRESS:
ADDRESS:
TEL: EMAIL

GEOTECHNICAL ENGINEER
COMPANY NAME: TBD
ADDRESS:
ADDRESS:
TEL: EMAIL

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

GENERAL	001	CIVIL ENGINEERING
	002	CONCRETE DESIGN
	003	STEEL DESIGN
	004	WOOD DESIGN
	005	FOUNDATION DESIGN
	006	BRIDGE DESIGN
	007	HYDRAULIC DESIGN
	008	ENVIRONMENTAL DESIGN
	009	STRUCTURAL ANALYSIS
	010	STRUCTURAL DYNAMICS
	011	STRUCTURAL MATERIALS
	012	STRUCTURAL DESIGN
	013	STRUCTURAL ANALYSIS
	014	STRUCTURAL DYNAMICS
	015	STRUCTURAL MATERIALS
	016	STRUCTURAL DESIGN
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	128	STRUCTURAL DESIGN
	129	STRUCTURAL ANALYSIS
	130	STRUCTURAL DYNAMICS
	131	STRUCTURAL MATERIALS
	132	STRUCTURAL DESIGN

THIS IS A NEW SITE DEVELOPMENT WHICH INCLUDES (1) 4935 SQFT C-STORE, (1) AUTO CANOPY, (2) DISPENSERS, (1) (3 LANE) CPL CANOPY, (31) PARKING STALLS INCLUDING (2) ACCESSIBLE STALLS, (2) ID SIGNS, AND OTHER TYPICAL SITE IMPROVEMENTS.

BUILDING DATA	
ZONING CLASSIFICATION	PUD PRAIRIE BUSINESS PARK
OCCUPANCY	XXX
CONSTRUCTION TYPE	XXX
NUMBER OF STORES	1
BUILDING AREA	100,000 SQ. FT.

15.446.00 SUBJECT MATTER CODE
CURRENT UNIFIED DEVELOPMENT ORDINANCE

SYMBOLS AND ABBREVIATIONS

SYMBOL	ABBREVIATION
	KEY NOTE
	DOOR TAG
	WALL TYPE TAG
	WINDOW TAG
	REVERSION TAG
	ROLLOUT OF DIAMETER
	CENTERTLINE

SYMBOL	ABBREVIATION
	SECTION CLP TAG
	SECTION KEY
	ELEVATION TAG
	ELEVATION NUMBER
	SECTION NUMBER
	SECTION KEY
	SECTION KEY

SECTION CLP TAG

SECTION KEY

ELEVATION TAG

ELEVATION NUMBER

SECTION NUMBER

SECTION KEY

SECTION KEY

SECTION LEVEL

COLUMN LINE

ROOM TAG

ROOM NAME

NORTH ARROW

COVER SHEET

G001

QD	REVISED	DATE	BY
	ISSUED FOR CLIENT REVIEW	02/03/15	MS
	ISSUED FOR FILING	02/03/15	MS

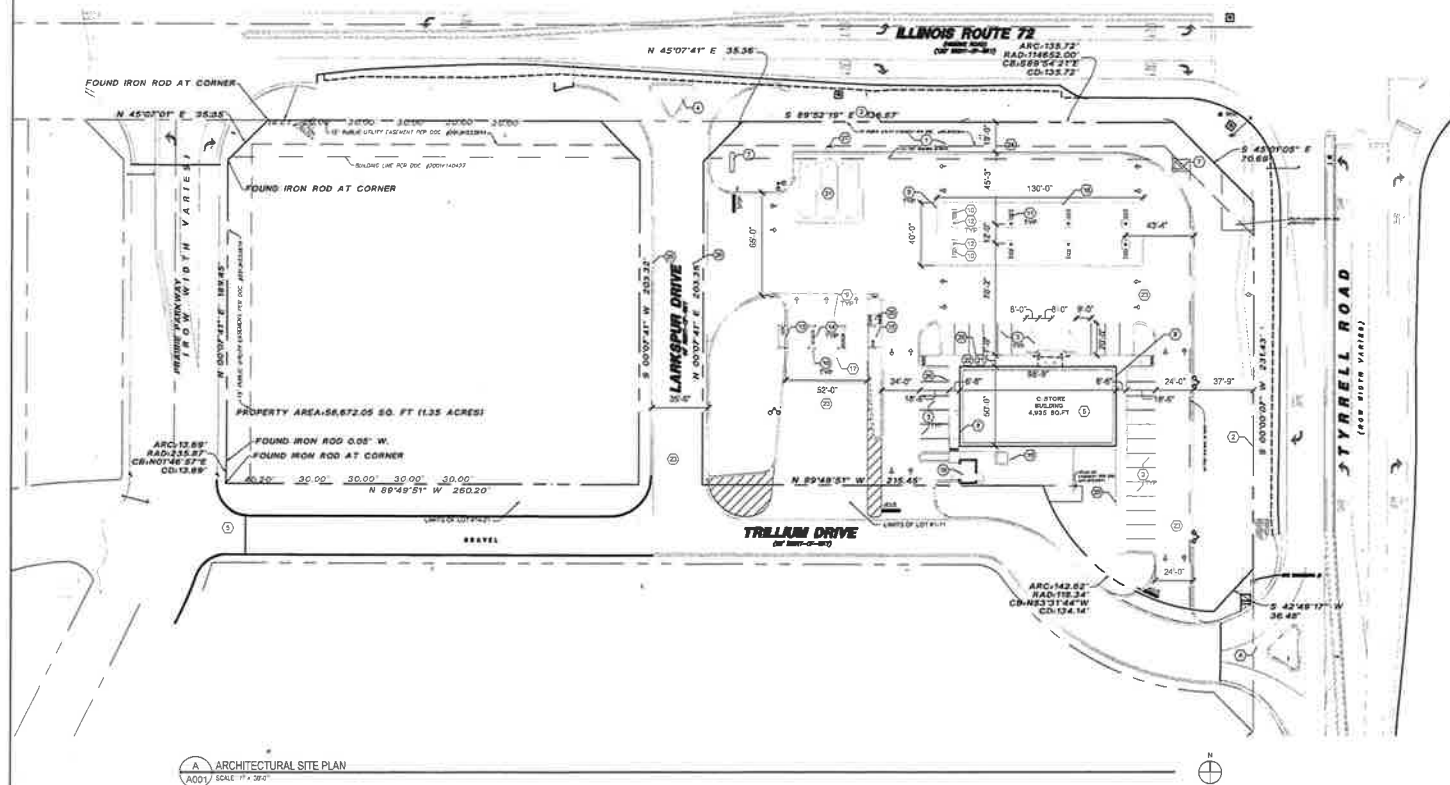
CD
CORPORATE
DESIGN • DEVELOPMENT
GROUP, LLC
1000 First Avenue
Suite 1000, Portland, OR 97202-3800
Tel: 503.463.0000
Fax: 503.463.0000
www.cddesigngroup.com

SGLOGOVSKY OIL COMPANY
C-STORE
SWC TYRELL & HIGGINS ROAD (RTE 72)
GILBERTS, IL 60136

[illegible]

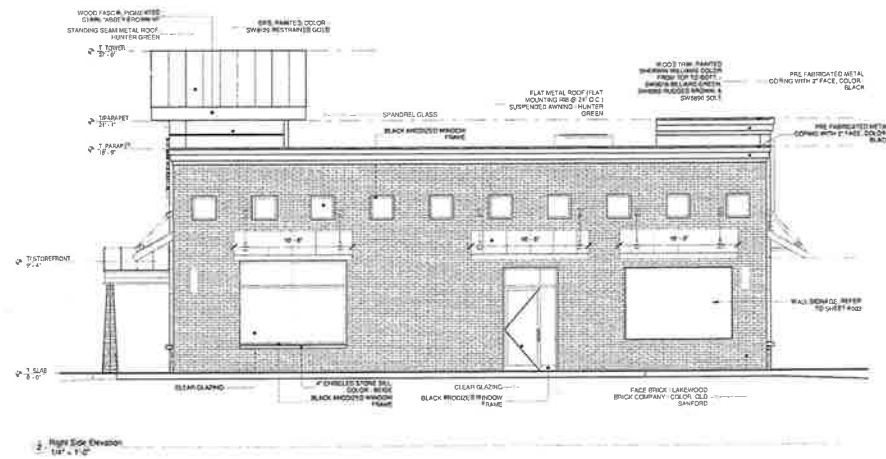
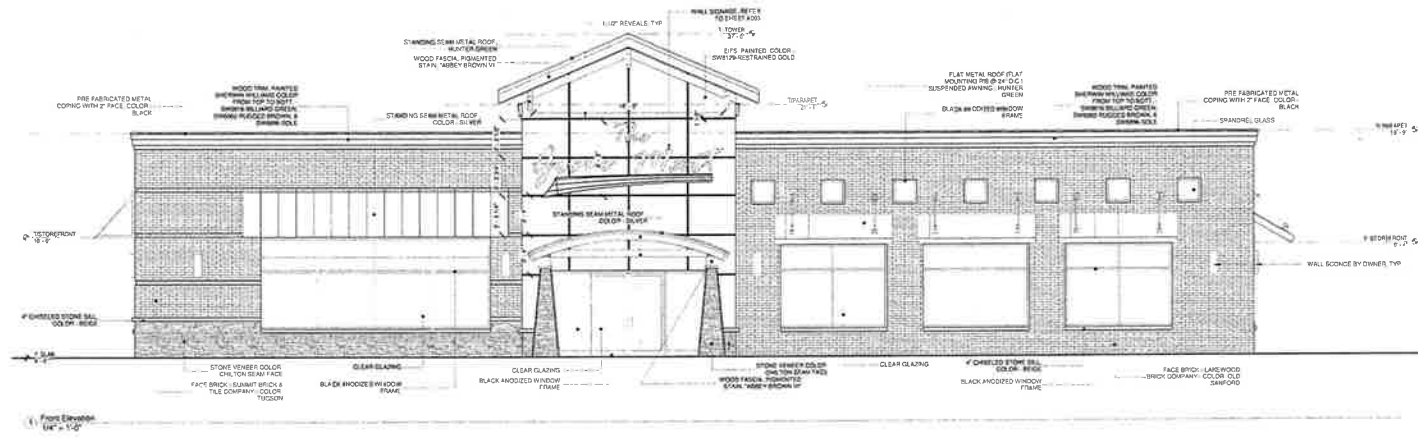
PROPERTY SIZE: (85,751.6 SF / 1.97 AC)

AUTO & TRUCK CIRCULATION HAS BEEN PERFORMED ON SITE. PLEASE SEE SHEET (M002) CIRCULATION PLAN



A ARCHITECTURAL SITE PLAN
A001 SCALE 1" = 50'-0"

ARCHITECTURAL SITE PLAN	GLOGOVSKY OIL COMPANY C-STORE SWC TYRELL & HIGGINS ROAD (RTE 22) GILBERTS, N.J. 08136		CORPORATE DESIGN + DEVELOPMENT GROUP, LLC 1000 JEFFERSON AVE., SUITE 200 SPRINGFIELD, MA 01104	DATE: 08/11/09 BY: MSA CHECKED BY: MSA DESIGNED BY: MSA
			PROJECT NO.: 09-0001 PROJECT NAME: C-STORE	SHEET NO.: 1 TOTAL SHEETS: 1



GLOGOVSKY OIL COMPANY C-STORE SWC TYRELL & HIGGINS ROAD (RTE 72) GILBERTS, IL 60138	
C-STORE EXTERIOR ELEVATIONS	
DATE: 10.10.2014 DRAWN: 104" x 11" 1/2" CHECKED: 11" APP: 11" SHEET: 11"	A201

A202

C-STORE EXTERIOR ELEVATIONS

GLOGOVSKY OIL COMPANY

C-STORE

SWC TYRELL & HIGGINS ROAD (ITE 72)

GALBERTS, IL 60136

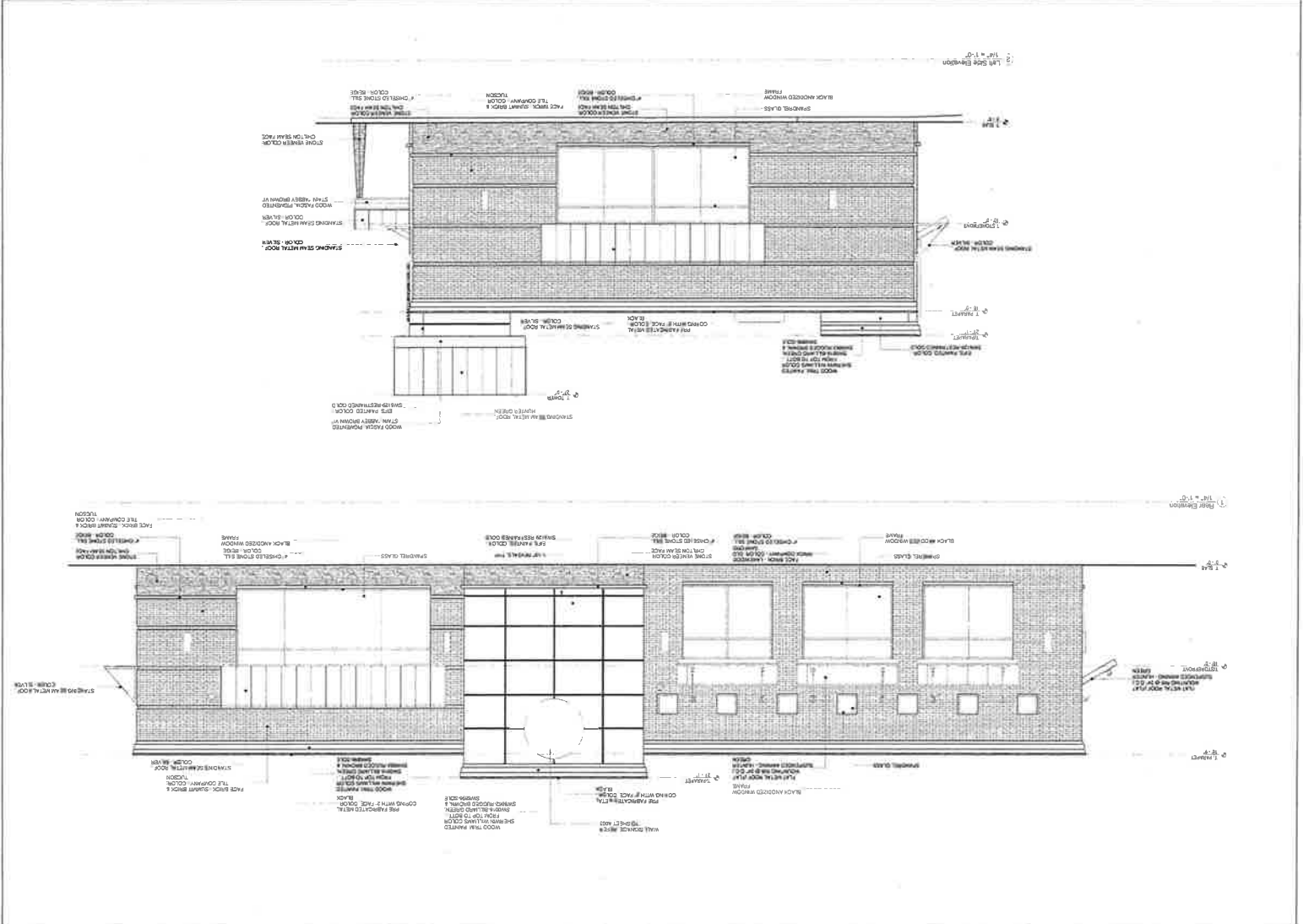
COMPANIES

DESIGN - GLOGOVSKY OIL COMPANY

DATE: 01/11/11

BY: [Signature]

FOR: [Signature]



VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER 22-2015

An Ordinance approving a sign package for the Grove Mart Gas Station on Lots 1-11 of the Prairie Business Park PUD

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF GILBERTS
KANE COUNTY
STATE OF ILLINOIS**

_____, 2015

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

ORDINANCE NO. 22-2015

AN ORDINANCE APPROVING A SIGN PACKAGE FOR THE GROVE GAS MART GAS STATION ON LOTS 1-11 OF THE PRAIRIE BUSINESS PARK PUD

WHEREAS, in 2013, the Village of Gilberts approved Ordinance 13-2013 establishing the Prairie Business Park planned unit development; and,

WHEREAS, Section 10-9-2(N) of the UDO authorizes the Village to approve sign packages for developments and, as part of the sign package approval, to modify the otherwise applicable provisions of the sign requirements of the UDO; and

WHEREAS, the access to the Grove Mart Gas Station, on Lots 1-11 of the Prairie Business Park PUD, is restricted to two right-in/right-out turning movements from Higgins and Tyrrell Roads, necessitating additional ground signage along the two frontages to facilitate proper identification of the site's entrances and justifying the need for additional signage beyond what is permitted by the UDO or the PUD ordinance; and

WHEREAS, the Village Board has considered the request for the approval of the sign package and modifications from the sign regulations of the UDO for the Grove Gas Mart gas station on Lots 1-11 of the Prairie Business Park PUD;

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

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

Section 2. Approval of Sign Package. The Village Board hereby approves a sign package for the Grove Gas Mart gas station on Lots 1-11 of the Prairie Business Park PUD, as depicted on the signage plan attached as Exhibit A, which specifically authorizes the following:

1. Two (2) double-faced ground signs, with sign faces measuring 6 feet x 8 feet (48 square feet), as depicted and placed as shown on the attached Exhibit A as "Ground Sign South & West Elevation."
2. One (1) single-sided ground sign, with a sign face measuring a total of 80 square feet inclusive of the price sign and LED reader board, as depicted and placed as shown on the attached Exhibit A as "Ground Sign NE Elevation."

Section 3. Continued Effect of the PUD Ordinance. Except as expressly provided in this Ordinance, the Prairie Business Park PUD ordinance and the UDO shall remain in full force and effect to govern the use and development of the subject property.

Section 4. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the

validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent permitted by law.

Section 5. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its approval in the manner provided by law.

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

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

APPROVED this _____ day of _____, 2014

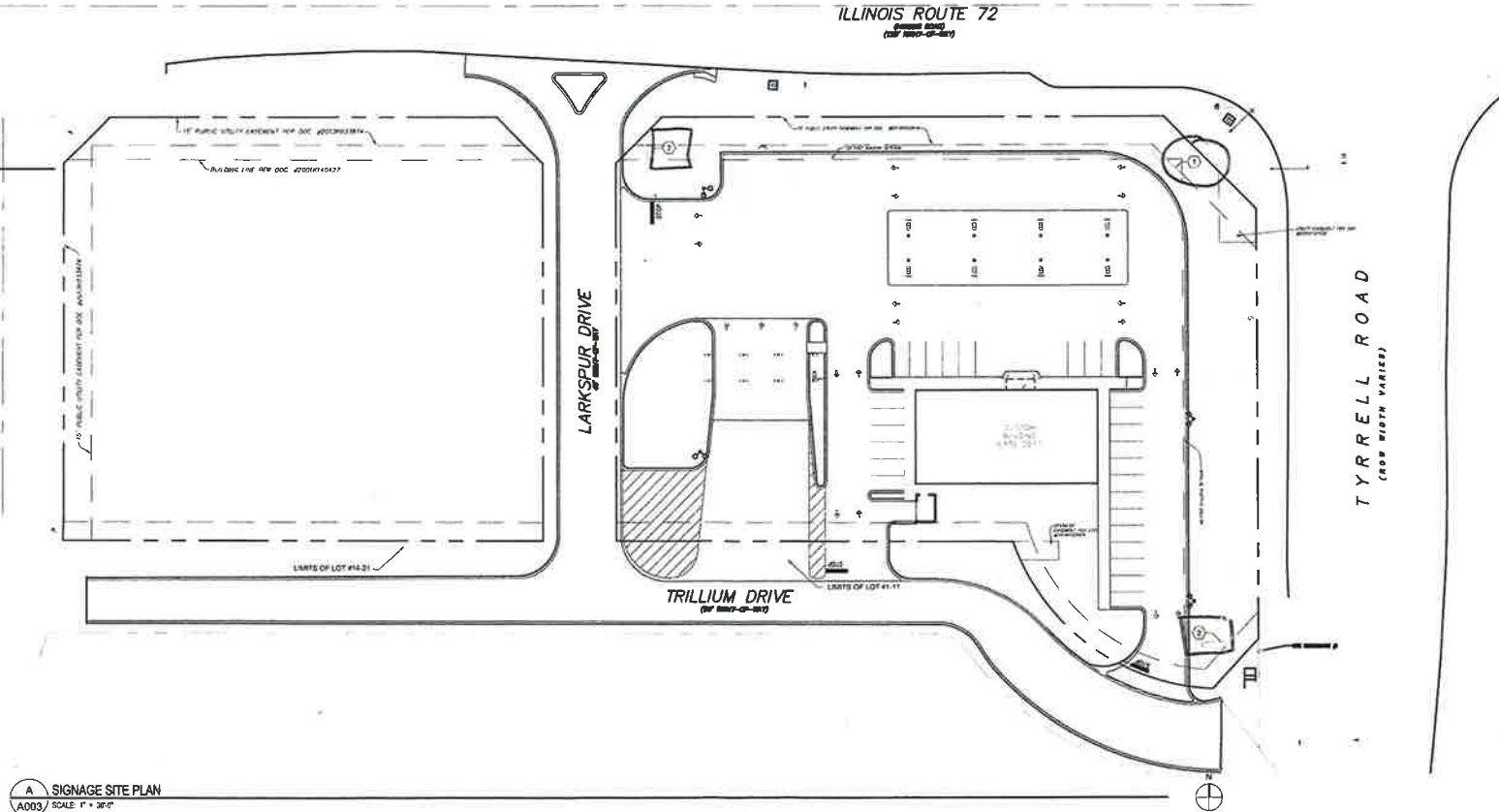
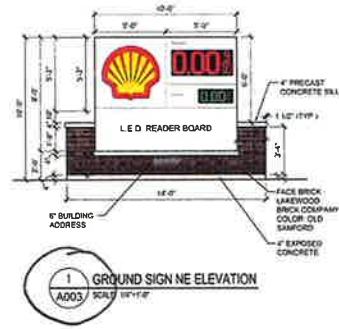
(SEAL)

Village President Rick Zirk

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

Exhibit "A"



DATE	12-15-2014
REVISIONS	ISSUED FOR CLIENT REVIEW 08/15/15 ISSUED FOR PERMITS 08/15/15
CORPORATE DESIGN • DEVELOPMENT GROUP, LLC	1. PREPARED BY: [Signature] 2. CHECKED BY: [Signature] 3. APPROVED BY: [Signature]
GLOGOVSKY OIL COMPANY	
C-STORE	
SWC TYRRELL & HIGGINS ROAD (RTE 72)	
GILBERTS, IL 60136	
SIGNAGE PLAN	
START DATE	12-15-2014
SCALE	AS SHOWN
DRAWN	RT VME FPK NS
CHECK	CK
APP	DFA/05
SHEET	A003



ILLINOIS ROUTE 72

LARKSPUR DRIVE

TRILLIUM DRIVE

TYRRELL ROAD

SIGNAGE PLAN

GLOGOVSKY OIL COMPANY
C-STORE
SWC TYRELL & HIGGINS ROAD (RTE 72)
GILBERTS IL 60136

CORPORATE
DESIGN + DEVELOPMENT
GROUP, LLC



APPLIED FOR CLERK POSITION	1993-1994	1994
REGISTERED	1994-1995	1995

VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER 23-2015

**An Ordinance vacating and conveying title to part of Union Street in the Village of
Gilberts**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF GILBERTS
KANE COUNTY
STATE OF ILLINOIS**

_____, 2015

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

ORDINANCE 23-2015

AN ORDINANCE VACATING AND CONVEYING TITLE TO PART OF UNION STREET IN THE VILLAGE OF GILBERTS

WHEREAS, the Village of Gilberts is an Illinois municipal corporation operating in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

WHEREAS, pursuant to Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1, the Village may vacate streets and alleys, or portions thereof, upon a finding that the public interest will be served by such vacation; and

WHEREAS, the Village desires to be relieved from maintaining the right-of-way commonly known as "Union Street" between Willey Street and the intersection of Galligan Road and Matteson Street ("Right-of-Way"); and

WHEREAS, the Village finds that the public interest will be served by vacating portions of the Right-of-Way, including placing the vacated property on the tax rolls; and

WHEREAS, the owners of certain parcels abutting the Right-of-Way will pay the Village good and valuable consideration in exchange for title to the portions of the Right-of-Way that are adjacent to their parcels.

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

SECTION 1. RECITALS. The recitals listed above are incorporated into this Ordinance as if fully set forth in this Section 1.

SECTION 2. PLAT OF VACATION APPROVAL; AUTHORIZATION.

A. The Plat of Vacation depicting and legally describing that portion of the Right-of-Way to be vacated, prepared by Baxter & Woodman, consisting of one sheet, attached as Exhibit A and, by this reference, made a part of this Ordinance, shall be and is hereby approved. The approval in this Subsection 2.A acknowledges the Corporate Authorities approval of the vacation depicted and described on the Plat of Vacation.

B. The Village President, Clerk, and other necessary Village officials shall be, and are hereby, authorized and directed to sign the Plat of Vacation.

SECTION 3. CONSIDERATION.

A. The Village reserves the right to an easement in, on, upon, under, over, through, and across the vacated Right-of-Way for the purpose of maintaining, operating, repairing, replacing or installing any Village facility, utility, improvement, or equipment, including drainage improvements.

B. The Village recognizes that vacating the Right-of-Way, and conveying it to the abutting owners identified in Section 4, will subject the property to real estate taxation.

C. The Village Board finds the consideration identified in Subsections 3.A and 3.B to be the equivalent to the fair market value for the Right-of-Way.

SECTION 4. CONVEYANCE OF TITLE; AUTHORIZATION.

A. For the consideration identified in Subsections 3.A and 3.B, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, title to the vacated portion of the Right-of-Way identified as Parcel A and abutting the lot identified as Block 14 on Exhibit A ("Parcel A") shall pass to the owner or owners of Block 14.

B. For the consideration identified in Subsections 3.A and 3.B, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, title to the vacated portion of the Right-of-Way identified as Parcel B and abutting the lots identified as Lots 6 and 7 on Exhibit A ("Parcel B") shall pass to the owner or owners of Lots 6 and 7.

C. For the consideration identified in Subsections 3.A and 3.B, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, title to the vacated portion of the Right-of-Way identified as Parcel C and abutting the lots identified as Lots 2 and 3 on Exhibit A ("Parcel C") shall pass to the owner or owners of Lots 2 and 3.

D. If necessary, the Village Clerk and Village President are hereby directed to execute a quit claim deed evidencing the conveyance of title to the owner or owners of Parcel A, Parcel B, or Parcel C. In addition, the Village Administrator is authorized to take any other actions necessary to effect the vacation of the Right-of-Way as described in this Ordinance.

SECTION 5. RECORDING. The Village Clerk is hereby directed to record this Ordinance and the Plat of Vacation with the Kane County Recorder of Deeds.

SECTION 6. EFFECTIVE DATE. This Ordinance shall only be effective upon the occurrence of all of the following events:

- A. Passage by the affirmative vote of at least three-fourths of the trustees now holding office;
- B. Publication in pamphlet form in the manner required by law;
- C. The recording of this Ordinance and the Plat of Vacation for recording in the Office of the Kane County Recorder.

ADOPTED THIS _____ DAY OF _____, 2015, pursuant to roll call vote as follows:

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

APPROVED THIS _____ DAY OF _____, 2015

Village President, Rick Zirk

(SEAL)

ATTEST:

Village Clerk, Debra Meadows

Published: _____

EXHIBIT A

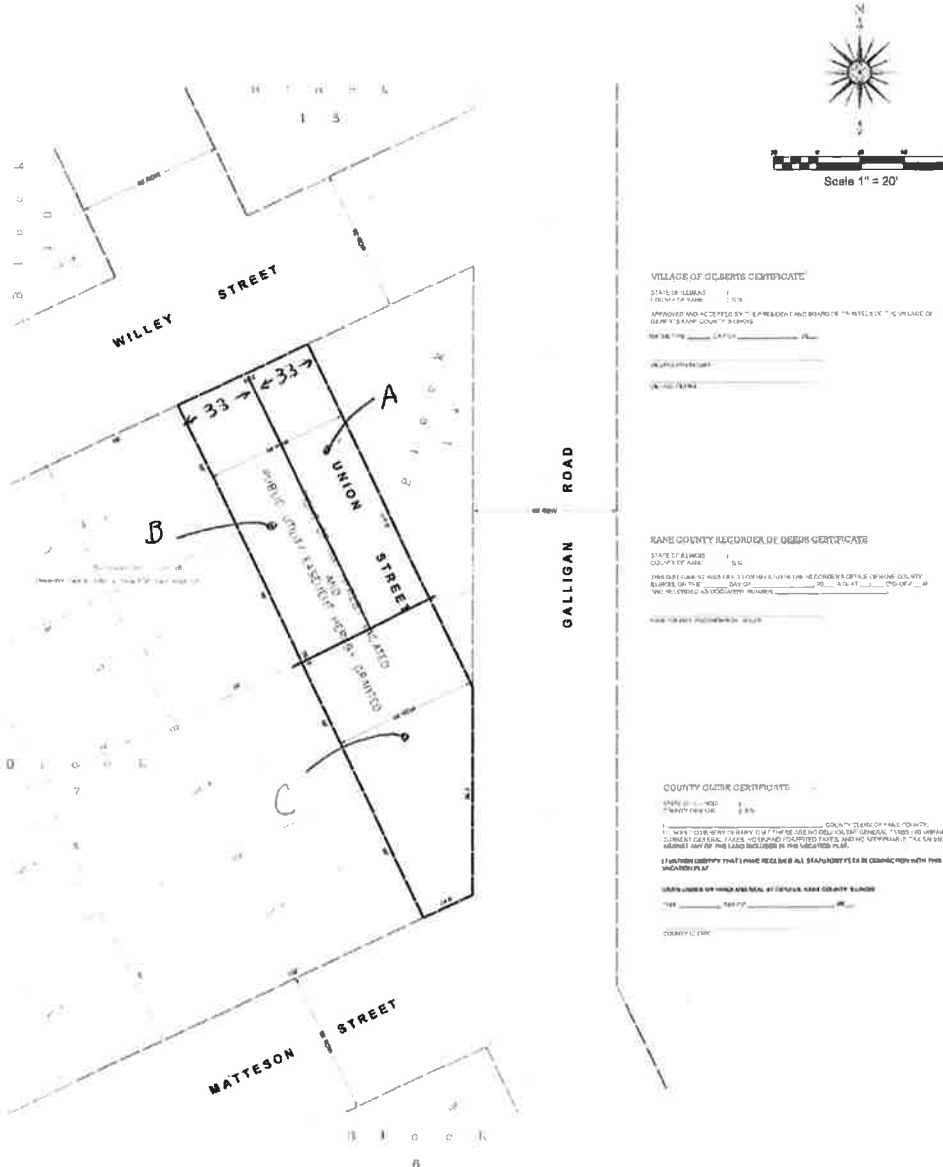
Plat of Vacation

PLAT OF VACATION OF PART OF UNION STREET RIGHT OF WAY WITHIN THE VILLAGE OF GILBERTS, ILLINOIS AND GRANT OF EASEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. My commission expires _____.

WITNESS my hand and official seal this day of _____, 20____.

Notary Public in and for the State of Illinois



VILLAGE OF GILBERTS CERTIFICATE

STATE OF ILLINOIS

COUNTY OF KANE

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF THE VILLAGE OF GILBERTS

DATE

SIGNED

KANE COUNTY RECORDER OF DEEDS CERTIFICATE

STATE OF ILLINOIS

COUNTY OF KANE

THIS IS TO CERTIFY THAT I HAVE RECEIVED AND RECORDED IN MY OFFICE AS RECORDER OF DEEDS FOR THE COUNTY OF KANE, ILLINOIS, THE FOREGOING INSTRUMENT, TO-WIT: A PLAT OF VACATION AND GRANT OF EASEMENT, DATED AND SIGNED AS ABOVE.

DATE

SIGNED

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS

COUNTY OF KANE

I HAVE RECEIVED AND RECORDED IN MY OFFICE AS CLERK OF THE COUNTY OF KANE, ILLINOIS, THE FOREGOING INSTRUMENT, TO-WIT: A PLAT OF VACATION AND GRANT OF EASEMENT, DATED AND SIGNED AS ABOVE.

DATE

SIGNED

Board of Supervisors

RESOLUTION NO. 10-2004

DATE

SIGNED

REVISION DATE	COMMENTS

**PLAT OF VACATION
AND
GRANT OF EASEMENT**

BAXTER & WOODMAN
Consulting Engineers

DATE: JULY 15, 2004

PROJECT: VILLAGE OF GILBERTS

150514.90

**RESOLUTION
VILLAGE OF GILBERTS**

**A Resolution authorizing a Connection Incentive Program Agreement between
the Village of Gilberts and Forming Concepts**

WHEREAS, on March 3, 2015, the Village Board passed Ordinance 05-2015, an Ordinance establishing a two-year incentive program to encourage properties located in the Central Area TIF that are currently using private wells to connect to the Village's potable water system; and

WHEREAS, the "water connection incentive" program established by Ordinance 05-2015 waived all Hill-Newby recapture fees and allowed for water connections fees to be repaid over a three year period on an installment plan; and

WHEREAS, on June 2, 2015, the Village Board passed Ordinance 14-2015, an Ordinance amending the Gilberts Village Code concerning sanitary sewer connections fees; and

WHEREAS, Forming Concepts, the owner of property at 185 Industrial Drive, Gilberts, Illinois, is the first building subject to the revised sewer connection fee schedule which is now based on the projected population equivalents (PEs); and

WHEREAS, the required sewer connection fee due by Forming Concepts under the new Ordinance is \$27,000; and

WHEREAS, Forming Concepts has asked for relief from the Village's water and sewer connection fee; and

WHEREAS, the Village Board desires to support local businesses and promote economic development and would like to accommodate Forming Concepts' request for relief from the Village's water and sewer fees set forth in the Village Code; and

WHEREAS, in furtherance of these goals, the parties have agreed to enter into a Connection Incentive Program Agreement, as further described in this Resolution.

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

Section 2. Approval; Authorization. The Connection Incentive Program Agreement between the Village of Gilberts and Forming Concepts is hereby approved in substantially the form attached to this Resolution as Exhibit A. The Village President and the Village Clerk of the Village of Gilberts are hereby authorized and directed to execute and attest the Agreement on behalf of the Village. To ensure that future owners are on notice of the Agreement, the Village Clerk is authorized and directed to record the Agreement with the Office of the Kane County Recorder.

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

ADOPTED THIS _____ DAY OF _____, 2015, pursuant to roll call vote as follows:

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

APPROVED THIS _____ DAY OF _____, 2015

Village President, Rick Zirk

(SEAL)

ATTEST:

Village Clerk, Debra Meadows

Published: _____

Exhibit A
Agreement

CONNECTION INCENTIVE PROGRAM AGREEMENT

This Connection Incentive Program Agreement ("**Agreement**") is made and entered into this ____ day of ____, 2015, by and between **Forming Concepts**, an Illinois limited liability company ("**Forming Concepts**") and the Village of Gilberts, an Illinois municipal corporation (the "**Village**"). Forming Concepts and the Village are hereinafter sometimes individually referred to as a "**Party**" or collectively as the "**Parties**".

RECITALS

WHEREAS, Forming Concepts is the owner of industrial property located at 185 Industrial Drive, Gilberts, Illinois ("**Property**") and

WHEREAS, the Village Board had previously approved a "water connection incentive" program that allows utility connection fees to be paid over a three year term; and

WHEREAS, the Village Board has approved a TIF District in which the Forming Concept's property is located; and

WHEREAS, Forming Concepts has requested relief from the Village's water and sewer connection fees and for approval of use of TIF funds to partially cover the cost of the utility connection fees, as described further in this Agreement; and

WHEREAS, the Village Board desires to support local businesses and promote economic development and is in favor of accommodating Forming Concepts request for relief from the Village's water and sewer fees set forth in the Village Code; and

WHEREAS, Forming Concepts and the Village have the authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions herein set forth, and the understanding of each Party to the other, the Parties hereby mutually covenant, promise and agree to the terms and provisions of this Agreement.

1. Recitals. The recitals set forth above are incorporated into this Section 1 as if fully set forth herein.

2. Water Connection Fees. The Village Board hereby authorizes, and Forming Concepts agrees to pay, the required water connection fee of \$4,200.00 in monthly installments in an amount of \$116.66 per month over a three year period.

3. Sewer Connection Fees. The Village Board hereby approves the use of TIF funds in the amount of \$13,500.00 to cover one-half of the required sewer connection fee of \$27,000.00. The Village Board further authorizes, and Forming Concepts agrees to pay, the remainder of the required sewer connection fee (\$13,500.00) in monthly installments in an amount of \$375.00. per month over a three year period.

4. Compliance with Laws. This Agreement does not waive or otherwise excuse Forming Concepts from complying with all other laws, ordinances, regulations, and policies applicable to the development or use of the Property, or the connection of the Property to Village utilities, except as expressly provided in this Agreement.

5. Default. In the event that Forming Concepts fails to pay any required installment payment or otherwise is in default of this Agreement, the Village shall have any one or any combination of the following rights and remedies, which the Village may exercise in its discretion:

- A. The Village may terminate this Agreement. Upon termination, Forming Concepts will be required to immediately pay to the Village all of the delinquent payments, and all remaining installment payments shall become immediately due to the Village.
- B. The Village may require Forming Concepts to reimburse the Village for the TIF reimbursement provided under Section 3 of this Agreement.
- C. The Village may impose interest and penalties on the delinquent installment payments in accordance with the provisions of the Village Code that pertain to utility fees.
- D. The Village may impose a lien on the Subject Property for any delinquent installment payments.
- E. The Village may exercise any other remedy available under law or equity to collect any debt owed to the Village, including without limitation filing a lawsuit against Forming Concept.

6. General Provisions.

- A. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. The terms of this Agreement shall run with the land and bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns, and will be recorded against the Property to ensure that any future owners of the Property are on notice of the payment obligations under this Agreement.
- C. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.
- D. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of

the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

- E. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.
- F. Neither party shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of any party to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the party's right to enforce such rights or any other rights.
- H. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- J. This Agreement shall be enforceable in the Circuit Court of Kane County, Illinois by any of the Parties, by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected by such determination, and in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and legal, valid and enforceable.
- K. Notices or other writings which any Party is required to or may wish to serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered (i) personally (ii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) served by facsimile transmission during regular business hours; addressed as follows:

If to the Village:

Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136
Attention: Village Clerk
Facsimile: 847-428-2955

If to Forming Concepts
Forming Concepts
185 Industrial Drive
Gilberts, Illinois 6013

IN WITNEES WHEREOF, the Parties hereto have entered into and executed this Agreement on the date and year written below.

Village of Gilberts
An Illinois Municipal Corporation
By: _____
Rick Zirk, Village President

Forming Concepts
An Illinois Limited Liability Company
By: _____
Name and Title: _____

Date executed: _____, 2015

RESOLUTION

VILLAGE OF GILBERTS

**Resolution authorizing a SCADA Support Service Agreement
Between the Village of Gilberts and BWCSI**

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 SCADA Support Service Agreement between the Village and BWCSI and
such documents as are necessary and convenient to effectuate the service agreement as
here by attached hereto and made a part hereof as Exhibit A as approved.

Section 2:

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

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

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

APPROVED THIS _____ DAY OF _____, 2015

Village President, Rick Zirk

(SEAL)

ATTEST:

Village Clerk, Debra Meadows



Exhibit 'A'

Support Services Agreement 2015-16

Owner: **Village of Gilberts, Illinois**

BWCSI Job No. **150686**

B&W Control Systems Integration, LLC (BWCSI) agrees to enter into a support agreement with the Owner to provide support services based on the "Services" indicated below and in agreement with Attachment A (Terms and Conditions), Attachment B (Service Definitions), Attachment C (Service Details), Attachment D (Network Diagrams / Equipment Lists), & Attachment E (Third-Party Support Renewals).

Services & Fees

Description	Included	Fee	Estimated Hours	Notes
Project Management	<input checked="" type="checkbox"/>	\$1,000	7	
Third-Party Support Renewals	<input checked="" type="checkbox"/>	\$4,100	2	
Proactive & Preventative Maintenance	<input checked="" type="checkbox"/>	\$3,600	26	Quarterly (3 events)
Reactive Maintenance	<input checked="" type="checkbox"/>	\$3,700	28	As Requested
Consulting & Planning	<input type="checkbox"/>	\$0	-	
Minor Improvements	<input type="checkbox"/>	\$0	-	
Maintenance Parts & Materials	<input type="checkbox"/>	\$0	-	
Training	<input type="checkbox"/>	\$0	-	
Total Fee		\$12,400		

- For included services, the fee is a lump sum amount, and it includes 10% discounted labor rates and reduced markups (10%) on expenses unrelated to mileage/travel.
- Services that are not included can be requested and the fee will be computed on the basis of standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs. Prior written approval from Owner is required for services not included in this Agreement.

Time Period and Payment

Start Date: **October 1, 2015**

End Date: **April 30, 2016**

- Lump sum payments will be made with two (2) invoices: First payment of **\$6,200** will be invoiced in October 2015, and the second invoice of **\$6,200** will be issued in January 2016.
- The fee for services that are not included in this contract will be invoiced on a monthly basis.

Authorization

The undersigned hereby enter into the agreement as described herein:

Owner:

BWCSI:

Authorization By

Date

Christopher J. Szwed

Authorization By

October 1, 2015

Date



Attachment A - STANDARD TERMS & CONDITIONS

1. The submitted Support Services Agreement and Attachments A, B & C constitute and are herein referred to as the Agreement.
2. B&W Control Systems Integration, LLC is herein referred to as BWCSI, and the party with whom BWCSI is entering into this Agreement is herein referred to as OWNER.
3. BWCSI will submit requests for payment as indicated in the Support Services Agreement. Payments under this Agreement shall be made in accordance with the Illinois Local Government Prompt Payment Act.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the OWNER may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, BWCSI shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the OWNER shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by BWCSI.
5. BWCSI agrees to hold harmless and indemnify the OWNER and each of its officers, agents and employees from any and all liability claims, losses, or damages, including but not limited to legal fees (attorney's and paralegal's fees, expert fees and court costs), to the extent that such claims, losses, or damages are caused by BWCSI's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the OWNER or other consultants, contractors or subcontractors working for the OWNER, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of BWCSI and the OWNER they shall be borne by each party in proportion to its negligence. BWCSI shall similarly protect, indemnify and hold and save harmless, the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including but not limited to, legal fees, incurred by reason of BWCSI's breach of any of its obligations under, or BWCSI's default of any provision of the Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the BWCSI or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.
6. The OWNER acknowledges that BWCSI is a Limited Liability Company and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The OWNER and BWCSI agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, BWCSI shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from BWCSI's negligence in the performance of services under this Agreement. The OWNER shall be named as an additional insured on BWCSI's general liability insurance policy. Prior to beginning work, BWCSI shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s) executed by a duly authorized representative of each insurer showing compliance with the insurance requirements contained in this agreement. The limits of liability for the insurance required by this Subsection are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim \$2,000,000 aggregate	Professional Liability:	\$5,000,000 per claim \$5,000,000 aggregate
Automobile Liability:	\$1,000,000 combined single limit		
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of BWCSI and their officers, directors, employees, agents, and any of them, to the OWNER and anyone claiming by, through or under the OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of BWCSI or their officers, directors, employees, agents or any of them, hereafter referred to as the "OWNER's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to BWCSI by their insurers in settlement or satisfaction of OWNER's Claims under the terms and conditions of BWCSI's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. BWCSI is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals. If the Owner considers that BWCSI has not complied with this condition, then the Owner is required to notify BWCSI in writing (or e-mail) of the specific service not in compliance, at which time BWCSI will correct the issue or provide reasoning as to why the service is considered compliant.
11. BWCSI is not responsible for any infringements to third party copyrights, patents, or trade secrets where the Owner has made amendments to the original documents associated with such copyrights, patents or trade secrets.
12. The OWNER may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by BWCSI. If such changes cause an increase or decrease in BWCSI's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.
13. All Drawings, Custom Developed Applications, and other documents prepared or furnished by BWCSI pursuant to this Agreement are instruments of service in respect to the project, and BWCSI shall retain the right of reuse of said documents and electronic media by and at the discretion of BWCSI whether or not the project is completed. Electronic copies of BWCSI's documents for information and reference in connection with the use and occupancy of the project by the OWNER and others shall be delivered to and become the property of the OWNER; however, BWCSI's documents are not intended or represented to be suitable for reuse by the OWNER or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by BWCSI for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to BWCSI, and the OWNER shall indemnify and hold harmless BWCSI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
14. Standard Hours are considered Monday - Friday 7:30 am to 5:00 pm, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, and Christmas Day. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday; if a holiday falls on a Sunday, the following Monday shall be considered a holiday.
15. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
16. Except in respect of payment liabilities, neither party will be liable for any failure of delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause.
17. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.



Attachment B – Service Definitions

Project Management

Plan, schedule, and coordinate the activities that must be performed to complete the project and provide support services.

Third-Party Support Renewals

The supported system includes hardware and software that may have applicable support & extended warranty agreements that are provided by a third-party, such as the manufacturer or vendor/supplier. Once the initial installation's support/warranty period has expired, it is recommended that these agreements are maintained and renewed on a regular basis. If included in the Services & Fees section of this agreement, BWCSI will provide the renewals listed in the applicable Attachment E.

Proactive & Preventative Maintenance

General

All services described within this "Proactive & Preventative Maintenance" Section will be provided by BWCSI for the specified fee regardless of actual hours of work performed.

Proactive Maintenance

BWCSI will continually monitor certain aspects (as listed in Attachments C, D, and E) of the IT infrastructure in order to avoid unexpected system shutdowns by resolving issues before they reach a critical nature.

Preventative Maintenance

BWCSI will perform periodic routine scheduled maintenance as specified in Attachment C. Upon completion of the scheduled service, BWCSI will provide the documentation as specified in Attachment C for that service. Scheduled services will be provided during Standard Hours if service does not significantly impact network performance. Scheduled services that may significantly impact network performance and are not urgently needed to maintain network security will be scheduled during other hours as agreed upon by BWCSI and the Owner.

Reactive Maintenance

Provide as-needed urgent service up to the fee specified on the Support Services Agreement. This service will be provided 24 hours a day, 7 days per week for the length of this agreement regardless of standard working hours. BWCSI's daytime and after-hours phone number is 815-788-3600. BWCSI staff typically answers the phone during standard business hours. A call center answers the phone after hours or when staff is not available to answer. BWCSI will return any phone calls for urgent service within 30 minutes from when the phone call is placed, and dispatch



a staff member within 60 minutes if a site visit is required. The Owner may purchase Reactive Maintenance Support any time during this agreement.

Consulting & Planning

Through consulting and planning efforts, a system can be effectively maintained, improved, and upgraded. This service will provide for engineering services as it relates to IT infrastructure, instrumentation & controls, and Supervisory Control and Data Acquisition (SCADA). Careful consulting and long term planning can be used to guide decisions and budget planning for those large improvements.

If included in the Services & Fees section of this agreement, BWCSI will provide this service at discounted labor rates & negotiated expense markups up to the fee amount listed. At any time in the agreement, additional service can be purchased at the same discounts.

If not included in the Services & Fees section, then BWCSI will provide this service as requested and according to our standard rates and markups.

Minor Improvements

Occasionally, plant operators and support staff identify small changes to the system that can have large impacts on operational efficiency, safety, and quality. These improvements can be easily designed and built without use of consulting & planning services.

If included in the Services & Fees section of this agreement, BWCSI will provide this service at discounted labor rates & negotiated expense markups up to the fee amount listed. At any time in the agreement, additional service can be purchased at the same discounts.

If not included in the Services & Fees section, then BWCSI will provide this service as requested and according to our standard rates and markups.

Maintenance Materials

When materials are required to repair or replace broken parts of the system, this service provides the purchasing process for the materials coordination.

If included in the Services & Fees section of this agreement, BWCSI will provide this service at discounted labor rates & negotiated expense markups up to the fee amount listed. At any time in the agreement, additional service can be purchased at the same discounts.

If not included in the Services & Fees section, then BWCSI will provide this service as requested and according to our standard rates and markups.



Training

Provide training of up four (4) staff members at one time up to the number of hours specified on the Support Services Agreement. Training can include a variety of subject matters related to the Owner's SCADA system or computer software applications, such as Microsoft Word, Excel, Outlook or Access.

If included in the Services & Fees section of this agreement, BWCSI will provide this service at discounted labor rates & negotiated expense markups up to the fee amount listed. At any time in the agreement, additional service can be purchased at the same discounts.

If not included in the Services & Fees section, then BWCSI will provide this service as requested and according to our standard rates and markups.



Attachment C – Service Details

Service Description	Deliverable	Included
Continuous Proactive Monitoring		
Utilize BWCSI's monitoring application to provide alerting and reporting on the following critical services: <ul style="list-style-type: none"> • SCADA Services (iFix, Win911) • Performance / Windows Server Monitoring <ul style="list-style-type: none"> ○ Disk has a Bad Block - Alerts when "bad block" related strings are found in the logs that are collected (e.g., "found a bad block on disk" or "read error at block" or "has a bad block") ○ Windows Services (iFix, Win911) Not Running - Alerts when a Windows Service is not running (i.e., status of "started") ○ Windows Out of Memory - Alerts when memory exceeds a threshold (percent) usage of physical memory (i.e., does not take swap space into account) ○ Windows Automatic Service (iFix, Win911) Not Running - Alerts when any service with Startup Type of "automatic" is not running ○ Windows CPU Usage over Threshold - Alerts when average CPU utilization exceeds a specified threshold (percent) for a specified number of minutes (the CPU utilization is measured as an average over all of the CPUs in the computer) ○ Computer Shutdown or Reboot was Unexpected - Alerts when the server reboots or is shut down unexpectedly. ○ Windows Disk Free below a Percentage - Alerts when free disk space is below a specified percentage on directly attached hard disk drives 	Service Desk Incident & Email/Phone Call Discussion	<input checked="" type="checkbox"/>
Preventative Maintenance - Quarterly		
Firewall Maintenance <ul style="list-style-type: none"> • upgrade firmware • review security logs & backup configuration 	Service Desk Incident with Recommendations	<input checked="" type="checkbox"/>
Radio Maintenance - Check signal strength & backup configuration		<input checked="" type="checkbox"/>
Backup NAS <ul style="list-style-type: none"> • upgrade firmware & check free space • check and backup configuration 		<input type="checkbox"/>
Servers, Workstations, Computers, & Laptops: <ul style="list-style-type: none"> • Perform updates for BIOS, drivers, firmware, etc. • Review Windows system logs • Apply Windows updates • Check drive free space • Verify & Update Anti-Virus Software • Verify Backups, if applicable • Backup SCADA Applications • Check UPS Operation 		<input checked="" type="checkbox"/>
PLC, OIT, & Control Panel Maintenance <ul style="list-style-type: none"> • Check Battery & Control Panel UPS • Backup Program • Check status of fuses, circuit breakers, & surge protectors • Check control panel thermal management • Check for environmental issues with water, moisture, dirt, dust, etc. 		<input checked="" type="checkbox"/>
Documentation <ul style="list-style-type: none"> • Copy programs, configurations, & applications to BWCSI Server • Verify & Update network diagram 	Updated documents.	<input checked="" type="checkbox"/>
Annually		
Renew Third-Party Support Contracts	Contracts from OEM/Supplier	<input checked="" type="checkbox"/>
Budget Planning & Cost Preparation (for following fiscal year)	Budgetary Letter	<input checked="" type="checkbox"/>



Attachment D – Network Diagrams / Equipment Lists



Attachment E – Third Party Support Renewals

The following third party support renewals will be processed as part of this Support Services Agreement.

Warranty	Included	Detail	Cost
Cisco SMARTnet for ASA5505 (JMX1615416J)	<input checked="" type="checkbox"/>	24x7x4 – Onsite, Maintenance, Parts & Labor (9/2015 – 9/2016)	\$94
Dell 4Hr 7x24 + Pro Support Warranty for PowerEdge T310 Server (7H2SLS1)	<input checked="" type="checkbox"/>	4hr 7x24 Onsite support after remote diagnosis (3/2016 – 3/2017)	\$634
Firetide 1-year Extended Warranty and Technical Support for a 7020. WVO091104504824 (Tower 2) WU8091104504815 (PW) W3Y091104504816 (WTP) WL8061304516122 (WWTP)	<input checked="" type="checkbox"/>	Phone/email support, hardware and software warranty. Advanced replacement included. (9/2015 – 9/2016)	\$1,020
GE GlobalCare for iFIX Plus SCADA Unlimited Developer (200136898)	<input checked="" type="checkbox"/>	24/7 support, no charge upgrades, access to downloads and sims (9/2015 – 8/2016)	\$1,767
Specter Annual Renewal for Extended Support Program on WIN-911 (124XT355)	<input checked="" type="checkbox"/>	M-F (8-5 cst) support, no charge upgrades (9/2015 – 6/2016)	\$381
Licensing Coordination	<input checked="" type="checkbox"/>		\$180
Total			\$4,076

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of this 2nd day of March, 2010, ("**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 **PHOENIX & ASSOCIATES, INC.**, an Illinois corporation ("**Licensee**");

RECITALS:

WHEREAS, the Licensee has experience in the management and maintenance of stormwater conveyance, drainageways, and wetlands in the Village and surrounding area; and

WHEREAS, the Village is the owner of an existing stormwater drainage basin ("**Existing Basin**") on the property located west of Riemer Way, north and south of Sola Drive, in the Village of Gilberts, and depicted on the map attached to this Agreement as **Exhibit A** ("**Licensed Premises**"); and

WHEREAS, Licensee desires to construct improvements to the Existing Basin to establish additional capacity in the Existing Basin ("**Additional Capacity**"), as described and depicted on the plans attached to this Agreement as **Exhibit B** ("**Improvements**"); and

WHEREAS, in consideration for the construction of the Improvements to the Existing Basin and establishment and maintenance of the Additional Capacity, as well as Licensee's commitment to provide additional stormwater maintenance services within the Village of Gilberts, Licensee has requested that the Village authorize the Licensee to sell "detention credits" related to the Additional Capacity created by Licensee's Improvements to the Existing Basin; and

WHEREAS, the Village and Licensee desire to enter into a license agreement to permit the construction and maintenance of the improvements to the Existing Basin and to set forth the terms, conditions, and consideration for Licensee's sale of detention credits created by the Additional Capacity ("**License Agreement**");

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 in this Section 1.

SECTION 2. GRANT OF LICENSE.

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.

C. Term. This License Agreement shall remain in full force and effect until the earlier of (i) such time as the detention credits described in Section 4 have been sold in accordance with the terms of this Agreement and the respective administrative fee for such credits has been fully paid to the Village; or (ii) five years after the date of this Agreement or any renewal term in effect. This Agreement may be extended by written agreement of both Parties for an additional five year term or terms, and any renewal term shall be subject to the terms of this Agreement or as modified by the Parties by written amendment to this Agreement duly authorized, executed, and approved by the Parties. Notwithstanding the foregoing, the Licensee's obligations under Section 5 of this Agreement shall survive the termination periods set forth in this Section 2.C for a period of not less than 5 years unless such obligations are otherwise expressly released by the Village.

SECTION 3. USE OF LICENSED PREMISES.

A. Use of Licensed Premises. The Licensee may use the Licensed Premises for the purpose of constructing and maintaining the improvements to the Existing Basin to create the Additional Capacity in conformity with the plans attached to this Agreement as **Exhibit B** ("***Improvements***").

B. Improvements. The Licensee shall complete, at its sole cost and expense, the Improvements in a lien-free, workmanlike manner pursuant to permits issued by the Village and subject to approval by the Village Engineer. The work, and all of its components, shall be provided, performed, and completed in compliance with, and Licensee agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. The Licensee is responsible for all costs incurred in constructing, inspecting, approving, and permitting the Improvements, including without limitation Village Engineer fees. The Village shall have the right to inspect all or any part of the work and to reject all or any part of the work that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Agreement and the Village, without limiting its other rights or remedies, may require correction or replacement at the Licensee's cost, perform or have performed all work necessary to complete or correct all or any part of the work that is defective, damaged, or nonconforming and charge Licensee with any excess cost incurred thereby, or cancel all or any part of any order or this Agreement.

C. Responsibility for Damage or Loss. The Licensee shall be responsible for conveying the stormwater that is the subject of any sold detention credits to the Existing Basin, as modified by the Improvements, without impact to any adjacent properties. The Licensee shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Improvements, the Licensed Premises, or other property or persons as a result of the work performed by Licensee, its employees, or contractors.

SECTION 4. DETENTION CREDITS.

In consideration for the work being performed by Licensee in constructing and maintaining the Improvements to the Existing Basin to create the Additional Capacity, and to the extent permissible by law, the Village agrees to authorize the Licensee to (1) construct and manage a detention credit bank on the Licensed Premises and (2) market, sell, or otherwise convey detention credit units that are established by the Additional Capacity created by the Licensee's construction work in expanding the Existing Basin as described in Section 3 of this Agreement. The availability of the detention credits shall be limited to the properties that are tributary to the Existing Basin, as improved by the Additional Capacity and as shown on Exhibit C. The Village agrees to cooperate with the Licensee in obtaining any necessary governmental permits and authorizations required to perform the obligations under this Agreement, provided that no cost shall be incurred by the Village for such actions.

It is expected that there will be 14.7 detention credit units available for sale, at a price not to exceed \$30,000.00 per unit. A detention credit shall be defined as one acre-foot of storage volume. Within 10 days of receipt of payment of any detention credits sold by Licensee, Licensee agrees to remit to the Village an administrative fee of \$5,000.00 for each detention credit sold at a value equal to or greater than \$20,000.00, and an administrative fee of \$3,000.00 for each credit sold at a value less than \$20,000.00.

Nothing contained in this Agreement should be interpreted to mandate the purchase of any detention credits by any future development or developer of property. However, the Village agrees to authorize the use by a developer of purchased detention credits to satisfy all or part of the detention requirements for a proposed development so long as the proposed development complies with Village zoning and other applicable regulations. Moreover, it is the responsibility of any purchaser of detention credits to demonstrate to the Village and any other entity with jurisdiction that the detention credits satisfy the Village's and the County's stormwater management requirements, or portion thereof, for the purchaser's proposed development or project, and nothing in this Agreement shall be interpreted to imply that the sale of any detention credit or credits guarantees satisfaction of such requirements.

SECTION 5. LICENSEE'S OBLIGATIONS.

A. Maintenance of Improvements to Existing Basin. The Licensee shall keep and maintain, at its sole cost and expense, the Improvements, Additional Capacity, and Existing Basin, for the term of this Agreement and any renewal term thereof, 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.

B. Provision of Ongoing Stormwater Maintenance Services. The Licensee agrees to provide additional stormwater and detention maintenance services within the Village of Gilberts at a value of \$50,000.00 over the life of this agreement, with a minimum value of \$10,000.00 to be provided in each year of the initial five year term of this Agreement. These maintenance services shall be provided by Licensee at its sole cost and at no additional charge to the Village, and shall include without limitation (1) consulting with the Village and its

consultants on stormwater problem areas; (2) performing maintenance activities on stormwater and detention facilities, structures, and improvements including removing beaver dams, debris, and other obstructions; (3) mapping and inspecting the Village's stormwater outfalls; (4) assisting the Village with the implementation of detection, tracing, and removal procedures for illicit discharge and connections and in complying with stormwater best management practices (BMPs) required by the Village's NPDES Phase II Stormwater Program; (5) cooperating with the Village in the preparation and implementation of a Village-wide stormwater preventative maintenance plan; and (6) providing training to Village staff and delivering inspection plans to the Village to facilitate Village staff in taking over the maintenance services prior to the termination of this Agreement. The Licensee shall be responsible for obtaining any necessary public agency permits for maintenance work. The Licensee agrees to notify the Village if, in the course of performing the maintenance services, it determines that construction work is necessary to address a particular stormwater issue and to consult with the Village on various options for addressing the issue; provided, however, that the parties agree that any such construction project is outside the scope of this Agreement and will be treated by the Village in the same manner as other Village public works projects.

C. **Records.** In connection with such maintenance and consulting work, the Licensee agrees to keep and maintain adequate records of the labor hours and costs incurred by the Licensee in performing such activities in accordance with current prevailing wage laws and provide to the Village monthly written reports on the Licensee's activities in this regard. In addition, the Licensee agrees to provide to the Village copies of plans, permits, plats of easement and dedication, and other documents relating to stormwater facilities, improvements, and activities on property located within the Village of Gilberts.

D. **Security.** Within 30 days of the approval of this Agreement, and prior to the sale of any detention credit under this Agreement, the Licensee agrees to post a letter of credit or bond in the amount equal to 125% of the value of the estimated improvements, as approved by the Village Engineer, to secure the Licensee's obligations to construct and maintain the Improvements, Existing Basin, and Additional Capacity. With the Village's approval, the letter of credit or bond may be reduced to 10% of the value of the improvements after their completion as a security for maintenance of the improvements. The security shall remain in effect for the term of this Agreement, and any renewal term thereof, unless such security is released by the Village prior to the end of any such term or renewal term.

SECTION 6. TERMINATION.

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 30 days prior written notice and an opportunity to cure any deficiency or failure within 30 days, or to commence cure within 30 days for any cure activity that cannot be completed within 30 days:

- (i) If the Licensee fails to comply with any of the terms, conditions, or limitations set forth in this License Agreement; 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 and the elimination of both the Existing Basin and the Additional Capacity.

SECTION 7. 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 Existing Basin, as improved, 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, and Licensee will be responsible for any claim that exceeds the limits of the insurance provided by Licensee. 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 8. INSURANCE.

Licensee shall obtain and maintain, at its sole expense, comprehensive general liability insurance (with XCU coverages) in an amount not less than \$2,000,000 (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 Existing Basin, Improvements, 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 9. 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 and expenses incurred by the Village in enforcing the covenants, terms, and conditions of this Agreement.

SECTION 10. 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, provided such licenses or easements do not prevent, impede, or interfere with the exercise by Licensee of its rights granted by this Agreement.

SECTION 11. 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
Attention: Village Administrator

To the Licensee:

Phoenix & Associates, Inc.
94 Railroad Street
Gilberts, Illinois 60136
Attention: George Kanagin

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 12. SUCCESSORS, ASSIGNMENTS, AND TRANSFEREES.

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 addition, in the event that George Kanagin ceases to be involved with the Licensee or is no longer an owner of the Licensee, then this Agreement shall terminate unless the Village consents to any such change in ownership or involvement of Licensee in this Agreement. 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 13. 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 relating to the Licensed Premises 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:



VILLAGE OF GILBERTS

By: 

Its: PRESIDENT

ATTEST:



PHOENIX & ASSOCIATES, INC.

By: 

Its: president

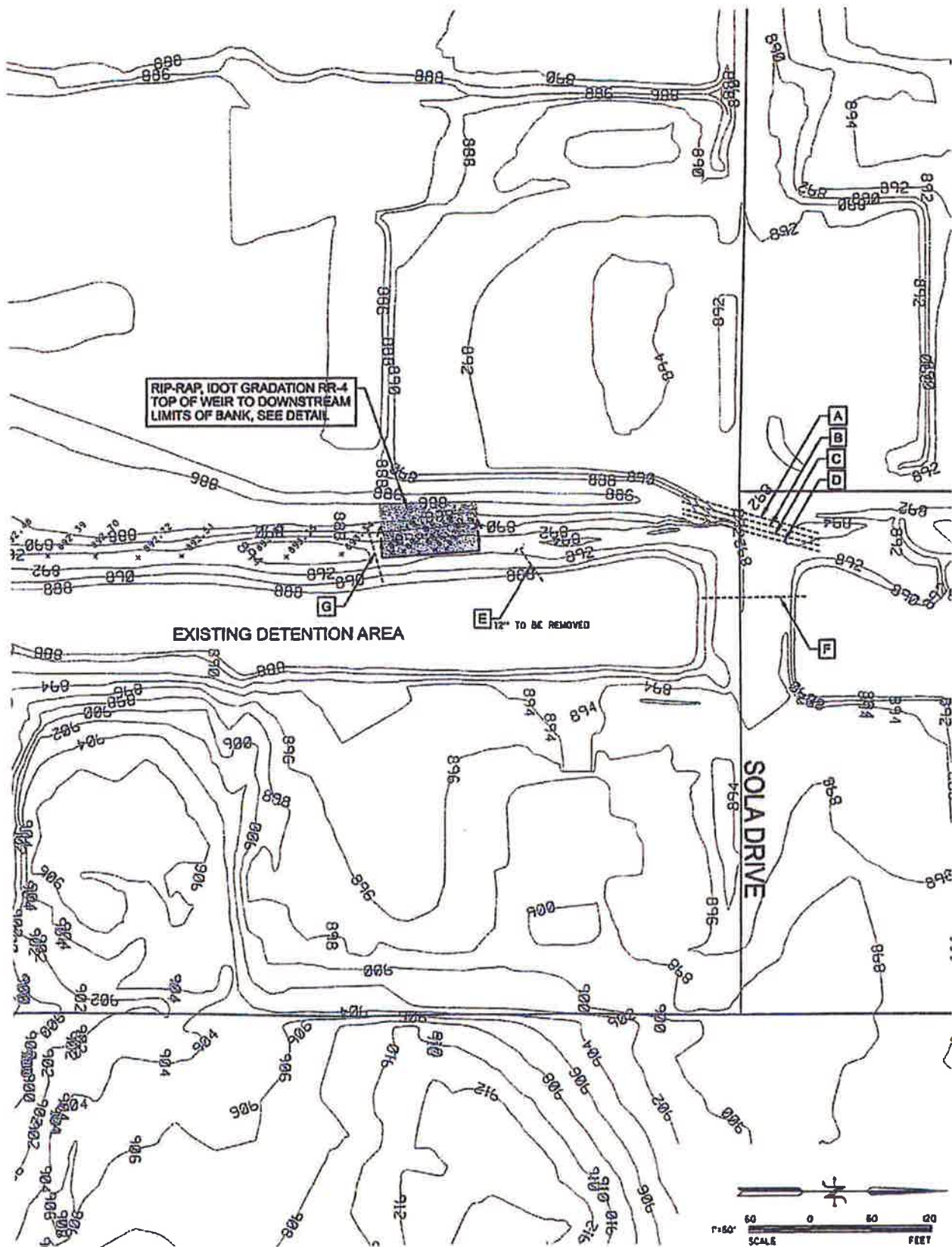
Exhibit A

Map of Existing Basin

EXHIBIT A



Exhibit B
Site Plan of Improvements



GILBERTS, IL

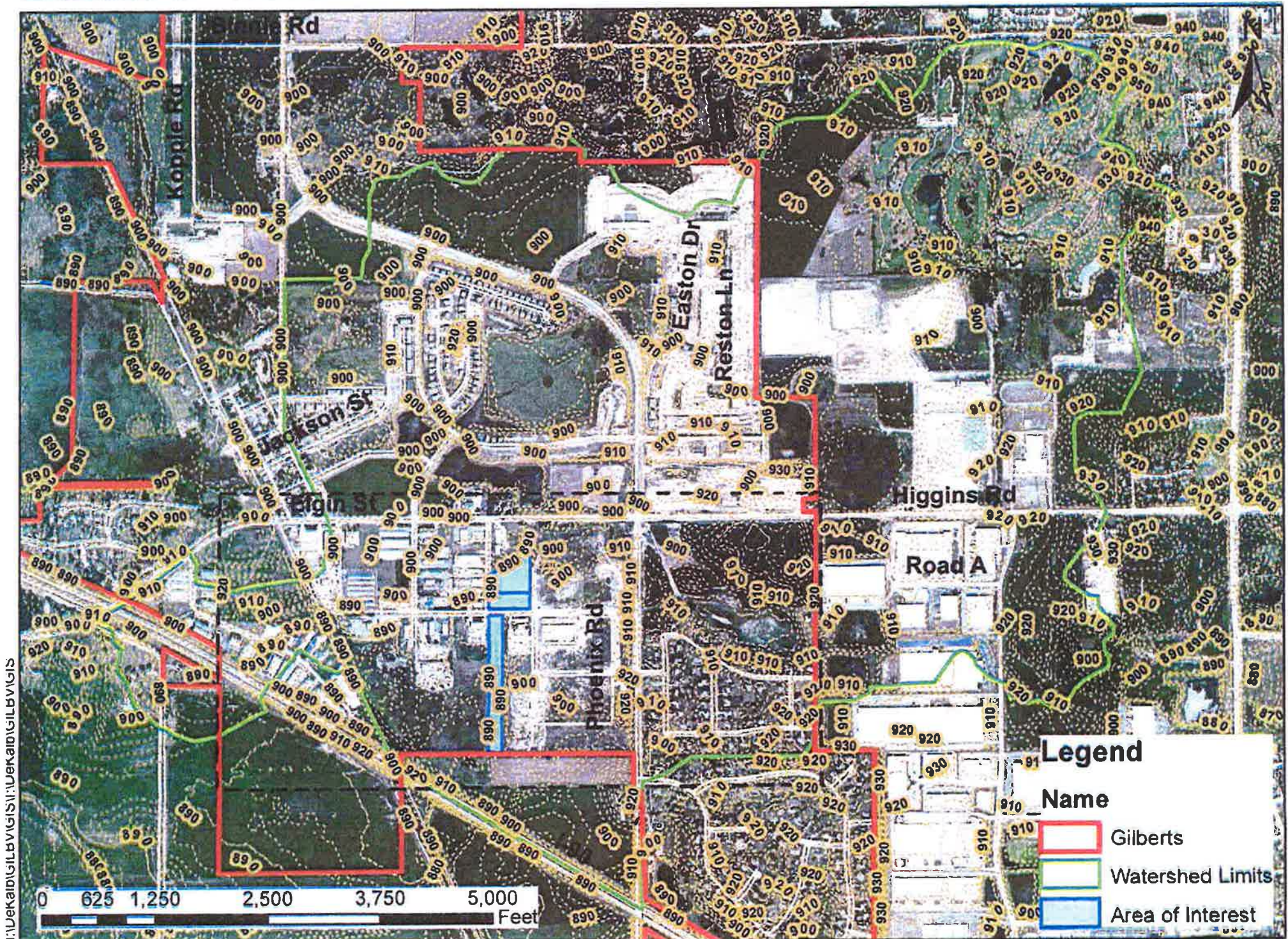
PROPOSED CONDITIONS

A

Exhibit C

Drainage Divides and Area Tributary to Existing Basin and Additional Capacity

Exhibit C - Revised



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EXHIBIT C
INSET

