

Village of Gilberts

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


Assistant Village Administrator Memorandum

TO: President Rick Zirk
Board of Trustees

FROM: William Beith, Interim Village Administrator

DATE: February 26, 2016

RE: Village Board Meeting – March 1, 2016



The following summary discusses the agenda items for the Village Board meeting scheduled for March 1, 2016:

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 February 23, 2016 Special Village Board Meeting

Staff recommend approval of the minutes from the February 23, 2016 Village Board Meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions.

B. A Motion to approve Bills & Salaries dated March 1, 2016

Please refer to the enclosed Bills & Salaries dated March 1, 2016 to be approved. If you need any additional information about these bills, please contact me or Finance Director Marlene Blocker prior to the meeting. Staff recommend approval.

C. A Motion to approve Resolution 05-2016, a Resolution authorizing the approval of the CY-2016 Recreational Programming Agreement with the Golden Corridor Family YMCA

Staff recommend approval of the resolution continuing the Village's partnership with the Golden Corridor YMCA for annual sports and recreation programming for calendar year 2016. The YMCA will continue to offer youth baseball, youth summer and fall soccer, and day camp at Memorial and Town Center Parks as they have since 2008. The YMCA

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will continue to line the baseball and soccer fields for games during their regular seasons, as well as prepare the baseball and soccer fields for games and practices. Please contact Village Clerk Debra Meadows with any questions.

D. A Motion to approve Resolution 06-2016, a Resolution authorizing the approval of the CY-2016 Recreational Programming Agreement with the Tri-Cities Travel Baseball Team

Staff recommend approval of the resolution approving an agreement with the Tri-Cities/Bison Travel Baseball team, which will reserve the Town Center, Memorial and Waitcus Parks baseball fields for their practices and games for dates as mutually agreed upon by the Village and Tri-Cities/Bison. Utilizing the three fields allows games and practices to be moved depending on possible schedule conflicts with other scheduled events at Memorial and Town Center Parks. Please see the detailed list of field usage dates, last page of the attached agreement. As in past years, the Village will provide infield sand and regular mowing/maintenance, with the Tri-Cities/Bison Team lining the fields, spreading infield sand, raking the infield and picking up debris.

5. ITEMS FOR APPROVAL

6. ITEMS FOR DISCUSSION

A. A Motion to approve Resolution 07-2016, a Resolution authorizing an agreement with Phoenix and Associates to provide professional services for designing and constructing Tipperary Road drainage improvement

This resolution contains three individual elements that address three separate drainage issues on Tipperary Street. Proposal #1 addresses the standing water in the ditch at 698-697 Tipperary. Proposal #2 installs drain pipe with a topsoil cover to improve drainage and the general grade of the area at the corner of Tipperary and Welch Street. Proposal #3 rehabilitates existing non functional drainage infrastructure to improve area drainage to Tyler Creek in the area of 756-768 Tipperary. Proposal #3 would positively impact local drainage as well as areas east of Tipperary/Tyrrell Road. Any or all of these projects can be completed prior to the spring thaw. Please contact me with any questions before the meeting.

B. A Motion to approve Resolution 08-2016, a Resolution authorizing an agreement between the Village of Gilberts and Baxter & Woodman for Professional Services for assistance with the NPDES and Sludge renewal permit applications

This resolution is for an agreement between the Village of Gilberts and Baxter & Woodman for Professional Services to complete and submit two renewals of National Pollutant Discharge Elimination System (NPDES) discharge permits as required by the

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Environmental Protection Agency. These renewals are required by the EPA every five years. The first renewal is for the NPDES Discharge Permit, which expires on July 31, 2016. The second renewal is for the Sludge Management Permit which expires on May 31, 2016. The Discharge Permit for the Waste water Plant allows water discharge from the waste water plant to Tyler Creek. This Discharge Permit is submitted to the EPA, reviewed, and either approved or returned with comments to be addressed with follow up comments. The Sludge Management Permit allows for the disposal of sludge from the waste water treatment process. Please contact me with any questions before the 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
March 1, 2016
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 February 23, 2016 Special Village Board Meeting
- B. A Motion to approve Bills & Salaries dated March 1, 2016
- C. A Motion to approve Resolution 05-2016, a Resolution authorizing the approval of the CY-2016 Recreational Programming Agreement with the Golden Corridor Family YMCA
- D. A Motion to approve Resolution 06-2016, a Resolution authorizing the approval of the CY-2016 Recreational Programming Agreement with the Tri-Cities Travel Baseball Team

5. ITEMS FOR APPROVAL

6. ITEMS FOR DISCUSSION

- A. A Motion to approve Resolution 07-2016, a Resolution authorizing an agreement with Phoenix & Associates to provide professional services for designing and constructing Tipperary Road drainage improvements
- B. A Motion to approve Resolution 08-2016, a Resolution authorizing the approval of a Work Order with Baxter & Woodman for professional services for assistance with the NPDES and Sludge renewal permit applications

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
Special Village Board
Meeting Minutes
February 23, 2016

Call to Order/Pledge of Allegiance

President Zirk called the meeting to order at 7:02 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 and President Zirk. Absent: Trustees Kojzarek, Farrell and Hacker. Others present: Administrator Keller, Assistant Administrator Beith, Attorney Tappendorf, Finance Director Blocker, Police Chief Rossi and Village Clerk Meadows. For members of the audience please see the attached copy of the sign-in sheet.

Recognition

On behalf of the Village Board Members President Zirk recognized Administrator Keller's 9 ½ years of dedicated public service to the Village of Gilberts. He proceeded to present Administrator Keller with an appreciation plaque. President Zirk continued on by noting that Administrator Keller had been offered and accepted a Village Manager position in Lake Zurich. He reported that Lake Zurich is a much larger community and a wonderful opportunity for Administrator Keller. President Zirk thanked Administrator Keller for his service and wished him all the best in the future.

Chief Police Rossi on behalf of the Police Department Officers also recognized Administrator Keller's dedicated public service and presented him with an appreciation plaque and wished him the best in his future endeavors.

Appointment

A Motion to ratify the appointment of William Beith as Interim Village Administrator by the Village President

President Zirk stated he would entertain a motion to appoint Assistant Administrator Beith as Interim Village Administrator until a successor is chosen and appointed. A Motion was made by Trustee Zambetti and seconded by Trustee LeClercq to concur with President Zirk's appointment of William Beith as Interim Village Administrator. Roll call: Vote: 4-ayes: Trustee Corbett, LeClercq, Zambetti and President Zirk. 0-nays, 0-abstained. Motion carried.

Public Comment

President Zirk inquired if anyone in the audience wished to address the Board Members. Those in attendance offered no comments.

Consent Agenda

- A. A Motion to approve Minutes from the February 2, 2016 Village Board Meeting**
- B. A Motion to approve the January Treasurer's Report**
- C. A Motion to approve Bills & Salaries dated February 23, 2016 as follows: General Fund \$79,979.35, Permit Pass Thrus \$3,140.00, Performance Bonds and Escrows \$3,328.00, Water Fund \$28,783.76 and Payroll \$136,620.83**
- D. A Motion to approve Ordinance 03-2016, an Ordinance amending the Village of Gilberts Code Chapter 2-4 "Fee Schedule" regarding Chapter 2-4-24 "Refuse Collection and Disposal"**
- E. A Motion to approve Ordinance 04-2016, an Ordinance adopting the Official Zoning Map of the Village of Gilberts**
- F. A Motion to approve Resolution 02-2016, a Resolution authorizing a license agreement between the Village of Gilberts and Simplifile which allows the Village to electronically record documents with the Kane County Recorder's Office**
- G. A Motion to approve Resolution 03-2016, a Resolution authorizing a Connection Incentive Program Agreement between the Village of Gilberts and T Corporation**

President Zirk asked if there were any items listed on the consent agenda that the Board Members wished to remove for separate consideration. The Board Members offered no comments. President Zirk noted that prior to publishing the Zoning Map Staff will correct a minor error in which St. Peter's Church was not zoned. **A Motion was made by Trustee LeClercq and seconded by Trustee Corbett to approve the consent agenda items A-G as amended.** Roll call: Vote: 4-ayes: Trustee LeClercq, Zambetti, Corbett and President Zirk.

Items for Approval

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

Items for Discussion

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

Staff Reports

Attorney Tappendorf provided the Board Members with an update on the Platte River litigation. She reported that the Village's case has been dismissed. President Zirk inquired on if the attorney's fees had been paid. Attorney Tappendorf replied yes, all the attorney fees have been reimbursed.

Finance Director Blocker reported that the blue tags notices for the late water bills had been hung on the residents' door that missed the due date for the water payments.

Board of Trustee Reports

Trustee LeClercq commented on the fact that his tablet is not working properly and needs to be replaced. President Zirk reminded Trustee LeClercq that the Village has adopted a policy which reimburses a Trustee up to \$250.00 for a table device which supports the implementation of the paperless packets.

President's Report

President Zirk discussed some drainage concerns on Tipperary. He asked the Board Members if they were in favor of having Staff investigating the scoop of work to repair some of the minor drainage issues along Tipperary. The Board Members concurred with President Zirk's recommendation. Staff will investigate the scoop of work and report back.

Executive Session

President Zirk asked if anyone had any reason to enter into an executive session. There were no comments provided by either the Board Members or Staff.

Adjournment

There being no further public business to discuss, a Motion was made by Trustee Zambetti and seconded by Trustee LeClercq to adjourn from the public meeting at 7:19 p.m. Roll call: Vote: 4-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

[illegible]

RESOLUTION

VILLAGE OF GILBERTS

Authorizing the Approval of the CY 2016 Recreational Programming Agreement with the Golden Corridor Family YMCA

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and the Golden Corridor Family YMCA to provide a wide range of recreational programs and services for the community.

Section 2:

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

Passed this _____ day of _____, 2016 by a roll call vote as follows:

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

APPROVED THIS _____ DAY OF _____, 2016

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

**VILLAGE OF GILBERTS AND GOLDEN COORIDOR FAMILY YMCA
CY 2016 RECREATIONAL PROGRAMMING AGREEMENT**

AGREEMENT made this 27 day of January, 2016, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and the Golden Corridor Family YMCA, Taylor Family YMCA Branch, an Illinois non-profit corporation (hereinafter referred to as "the YMCA").

RECITAL

WHEREAS, the YMCA, a 501(c)(3) not-for-profit community service organization, offers a wide range of recreational programs and services for the communities it serves; and,

WHEREAS, the Village benefits from the programming efforts of the YMCA through the Gilberts Family Branch YMCA; and,

WHEREAS, the Village and the YMCA agreed on a program of recreational activities that was successfully provided by the YMCA in calendar years 2008, 2009, 2010, 2011, 2012, 2013, 2014: and 2015,

WHEREAS, the Village and the YMCA have agreed on continuing a program of recreational activities to be provided by the YMCA in calendar year 2016; and,

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. For calendar year 2016, the Village and the YMCA agree to provide Recreational programs offered to the citizens of Gilberts by the YMCA on behalf of the Village.

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

A. Youth Baseball

1. The YMCA will organize and implement a youth baseball program for children ages 4 and up, based on the need for each level and provided there are enough participants to provide a quality program.
2. The spring youth baseball program will start on ____April 11th____, 2016 and run through ____June 4th____, 2016.
3. The YMCA will organize and implement an adult co-ed softball program. The adult co-ed softball program will start on ____June 6th____, 2016 and run through ____Aug 1st____, 2016. The games will be held at Memorial Park ball field on ____Monday____ nights.

4. The baseball fields at Waitcus and Memorial Parks shall be reserved for the YMCA baseball games on every Saturday from ____April 23rd____, 2016 through ____June 4th____,2016.

The baseball fields at Memorial Park and/or Waitcus Park will be reserved for practice sessions for additional hours/days as mutually agreed upon by the YMCA and the Village. Baseball practice times will be scheduled after all organizations have set game times with the Village. To the best of its ability, the Village agrees to provide adequate practice times for YMCA programs.

B. Youth Summer & Fall Soccer

1. The YMCA shall organize and implement a youth soccer program for children ages 4 and up based on the need for each level and provided there are enough participants to provide a quality program.

2. The summer program will start on ____June 13th____,2016 and will run through ____August 20th____,2016. The fall program will start on ____August 29th____,2016 and run through ____October 15th____,2016. The soccer field at Memorial Park and two soccer fields at Town Center Park will be reserved for practice sessions for additional hours/days as mutually agreed upon by the YMCA and the Village.

3. The soccer field at Memorial Park and two fields at Town Center Park shall be reserved for the YMCA summer and fall soccer programs every ____Mon-Sat____ beginning ____June 13th____ through ____Oct. 15th____, 2016. The soccer field at Memorial Park and two soccer fields at Town Center Park will be reserved for practice sessions for additional hours/days as mutually agreed upon by the YMCA and the Village.

D. Day Camp

1. The YMCA shall provide a summer day camp for children ages four through thirteen. The day camp program will provide daily outdoor education and activities at Memorial Park, Tyler Creek Forest Preserve, and the Taylor Family YMCA, and offsite field trips as scheduled by the YMCA. The YMCA will use Memorial Park as the designated pick-up and drop-off location for program participants.

2. The program will begin Monday, June 6, 2016 and will conclude on Friday, August 15, 2016 and will be held Monday through Friday of each week.

3. The Day Camp program will be conducted in accordance with the American Camp Association requirements.

4. The YMCA will be responsible for coordinating with the Rutland-Dundee Fire Protection District for required emergency services.

III. MAINTENANCE AND FACILITIES

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

1. The Village shall provide brown dirt or turfus and a rake for the YMCA's use on the Memorial Park baseball diamond. If the baseball diamond is in need of more brown dirt or turfus throughout the season, the YMCA will contact the Village to request more to keep the baseball diamond in an appropriate playable condition.
2. Prior to the regular baseball season starting, the Village shall provide and maintain one porta-potty at Waitcus Park, two porta-potties at Town Center Park, and two porta-potties or similar temporary restroom accommodations at Memorial Park.
3. The Village shall provide the YMCA with information for the Village's designated non-emergency contact.
4. The Village shall be responsible for grass mowing and regular garbage collection at Memorial, Town Center and Waitcus Parks. The grass will be properly maintained prior to game times. The Village will provide garbage receptacles through its contracted waste hauler.
5. The Village shall be responsible for filling any pot holes and rolling the soccer field and baseball fields at Memorial/Town Center Parks to create a safe playing surface prior to the beginning of the soccer playing season.
6. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting from vandalism and/or misuse of the Village property.
7. The Village shall provide the YMCA a copy of the appropriate water quality tests for the water fountain at Memorial Park to demonstrate compliance with all applicable state regulations.
8. The Village agrees to assist with the installation of new soccer goal posts, if requested by the YMCA. The Village shall work with the YMCA to ensure that all goals are properly anchored to avoid risk of injury.

B. The YMCA agrees to the following conditions of the use of Village facilities for YMCA programs and activities:

1. The YMCA shall be responsible for lining the fields for the baseball, and soccer programs that they run. The YMCA may coordinate with other programs to stripe and/or prepare Village parks for game or program use.
2. The YMCA shall be responsible for clearing the baselines and spreading dirt and/ or turfus provided by the Village for the baseball diamond at Memorial Park during their baseball seasons. The YMCA shall also be responsible for raking the field prior to its use for games.
3. The YMCA shall be responsible for all equipment they deem necessary.

4. The YMCA shall be permitted to keep a metal storage chest at Memorial Park. The chest must be secured with a lock and is to be removed at the end of the program year, unless otherwise agreed to by the Village. The YMCA shall provide a copy of the key, combination, etc. for the lock to the Village's Public Works Department.

5. The YMCA agrees to restore at the end of a day all Village parks and facilities used for YMCA activities to the same condition as found at the beginning of the day, as reasonably determined by the Village Public Works Supervisor.

6. The YMCA shall include a disclaimer statement in its promotional materials advising the public that a program may be cancelled, restructured or combined with another YMCA program if there is an insufficient number of participants in a program. If a program is cancelled due to inadequate number of participants, the YMCA agrees to refund the participants' fees or offer participation in a similar program elsewhere in the Greater Elgin area, if available.

7. The YMCA shall be responsible for conducting background checks on all coaches and adult volunteers prior to their participation in or assistance with any youth program.

IV. REIMBURSEMENT. The Village shall not be responsible for reimbursing or compensating the YMCA for the provision of the programs identified in this agreement, nor shall the Village be entitled to any funds collected by the YMCA from the registration of program participants or other program-related revenues.

V. OTHER TERMS AND CONDITIONS

A. TERM OF AGREEMENT. This Agreement shall be in effect from

B. INSURANCE. The YMCA shall carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$5,000,000.00. The YMCA shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for YMCA activities and provide a copy of said policy or policies to the Village Clerk prior to the commencement of any activities on Village property by the YMCA

C. INDEMNIFICATION. The YMCA hereby shall indemnify and hold harmless the Village, its officers, representatives, employees, and facilities from and against any and all claims resulting from the use of Village property and/or facilities for YMCA programs and activities.

D. FAILURE TO PERFORM. This Agreement may be declared null and void by either the YMCA or the Village should either the Village or the YMCA fails to meet any of the terms and conditions noted herein, within thirty (30) days of

written notification of same by one to the other provided however, in the event of an extraordinary event or emergency the 30 day written notice period shall be reduced to forty-eight hours written notification, and during which time the other has not complied with this Agreement's provisions and conditions.

E. EQUAL OPPORTUNITY. The YMCA shall not discriminate in its employment, operating or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation or disability.

F. DRUG FREE WORKPLACE. The YMCA shall operate under the terms and conditions of the YMCA's Drug and Alcohol policy, attached to this agreement as Exhibit "A" and as updated from time to time.

G. AMENDMENT. This Agreement may be amended during the term of this Agreement. By mutual written consent of the Village and the Golden Corridor Family YMCA.


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

Village of Gilberts

Rick Zirk, Village President

Debra Meadows, Village Clerk

Golden Corridor Family YMCA


(authorized signatory)

COO/Executive Director

RESOLUTION

VILLAGE OF GILBERTS

Authorizing the Approval of the CY 2016 Recreational Programming Agreement with the Tri-Cities Travel Baseball Team

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and the Tri-Cities to provide youth baseball programs for the community.

Section 2:

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

Passed this _____ day of _____ 2016 by a roll call vote as follows:

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

APPROVED THIS _____ DAY OF _____, 2016

Village President, Rick Zirk

(SEAL)

ATTEST:

Village Clerk, Debra Meadows

Published: _____

**VILLAGE OF GILBERTS AND TRI-CITIES/BISON BASEBALL TEAM
CY 2016 RECREATIONAL PROGRAMMING AGREEMENT**

AGREEMENT made this 19 day of January, 2016, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the Village”) and Tri-Cities Baseball Team the (hereinafter referred to as “Tri-Cities Team”).

RECITAL

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. For calendar year 2016, the Village and Tri-Cities/Bison Travel Team agree to provide support of a youth baseball program offered by Tri-Cities/Bison Travel Team.

II. SCOPE OF SERVICES. Tri Cities/Bison Team shall implement the following program of activities:

A. Youth Baseball

1. Tri-Cities will organize and implement youth baseball practices.
2. The Gilberts Town Center Park (Columbia Drive) baseball field shall be reserved for Tri-Cities/Bison Team baseball practice sessions as noted on their schedule **See Attached.**

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

III. MAINTENANCE AND FACILITIES

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

1. Prior to the baseball season starting, the Village shall provide and maintain four porta-potties or similar temporary restroom accommodations at Town Center and Memorial Park.
2. The Village shall provide Tri-Cities/Bison Team with information for the Village's designated non-emergency contact as follows: Chief Building Inspector, John Swedberg may be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at 847-428-4167 after normal business hour you may contact Trustee Dan Corbett at 847-361-8991.
3. The Village shall be responsible for grass mowing and regular garbage collection at Town Center, Memorial and Waitcus Parks. The grass will be properly maintained prior to practice times. The Village will provide garbage receptacles through its contracted waste hauler and arrange for regular garbage pick-up.
4. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting from vandalism and/or misuse of the Village property.
5. The Village shall provide in-field sand for Tri-Cities/Bison Team use on the Town Center and Memorial Park baseball diamond. If the baseball diamond is in need of more in-field sand throughout the season, Tri-Cities will contact the Village to request more to keep the baseball diamond in an appropriate playable condition.
6. The Village shall provide Tri-Cities/Bison Team a copy of the appropriate water quality test for the water fountain at Town Center and Memorial Park to demonstrate compliance with all applicable state regulations.

B. Tri-Cities/Bison Team agrees to the following conditions for the use of Village facilities for Tri Cities Travel Team activities:

1. Tri-Cities/Bison Team shall be responsible for lining the fields for the baseball program they run. Tri-Cities may coordinate with other programs to prepare Village parks for practice or program use.
2. Tri-Cities/BisonTeam shall be responsible for clearing the baselines and spreading in-field sand after every use. The sand will be provided by the Village for the baseball diamond at Town Center Park during their baseball season. Tri-Cities Travel Team shall also be responsible for raking the in-field after every use, with a rake provided by Tri Cities Team.
3. Tri-Cities Team agrees to restore at the end of the day all Village parks and facilities used for Tri-Cities/Bison Team activities to the same condition as found at the beginning of the day, which includes picking up debris (water bottles, paper, ect.) as reasonably determined by the Village Public Works Supervisor.
4. Tri-Cities/Bison Team shall be responsible for conducting background

checks on all coaches and adult volunteers prior to their participation in or assistance with any youth program.

IV. REIMBURSEMENT. The Village shall not be responsible for reimbursing or compensating Tri-Cities/Bison for the provision of the programs identified in this Agreement, nor shall the Village be entitled to any funds collected by Tri-Cities/Bison Team from the registration of program participants or other program related revenues.

V. OTHER TERMS AND CONDITIONS

A. TERM OF AGREEMENT. This Agreement shall be in effect from March 12, 2016 to the YMCA needs the fields 2016.

C. INSURANCE. Tri-Cities/Bison Team shall carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$5,000,000.00. Tri-Cities/Bison shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for Tri-Cities/ Bison Team activities and provide a copy of said policy or policies to the Village Clerk prior to the commencement of any activities on Village property by Tri-Cities/Bison Team.

D. INDEMNIFICATION. Tri-Cities/Bison Team hereby shall indemnify and hold harmless the Village, its officers, representatives, employees, and facilities from and against any and all claims resulting from the use of Village property and/or facilities for Tri-Cities/Bison Team programs and activities.

D. FAILURE TO PERFORM. This Agreement may be declared null and void by either Tri-Cities/Bison Team or the Village should either the Village or Tri-Cities Bison Team fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by one to the other provided however, in the event of an extraordinary event or emergency the 30 day written notice period shall be reduced to forty-eight hours written notification, and during which time the other has not complied with this Agreement's provisions and conditions.

E. EQUAL OPPORTUNITY. Tri-Cities/Bison Team shall not discriminate in its employment, operating or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation or disability.

F. AMENDMENT. This Agreement may be amended during the term of this Agreement by mutual written consent of the Village and Tri-Cities.

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

Village of Gilberts

Tri-Cities
Baseball Team

Tri-Cities Travel/Bison Gilberts Field Usage 2016

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Town Center Park	Town Center 5-8pm	Town Center 5-8pm	Town Center 5-8pm	Town Center 5-8pm	Town Center 5-8pm		
Memorial Park			Memorial Park 5-8pm		Memorial Park 5-8pm		

Weekends of Scheduled Games for Town Center Park -

April 1 – April 3

April 29 – May 1

May 6 – May 8

July 1 – July 3

RESOLUTION

VILLAGE OF GILBERTS

Resolution authorizing an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Tipperary Road drainage improvements

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Tipperary Road drainage improvements 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 _____, 2016 by a roll call vote as follows:

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

APPROVED THIS _____ DAY OF _____, 2016

Village President, Rick Zirk

(SEAL)

ATTEST:

Village Clerk, Debra Meadows

02/23/2016 Tipperary Drainage Issues

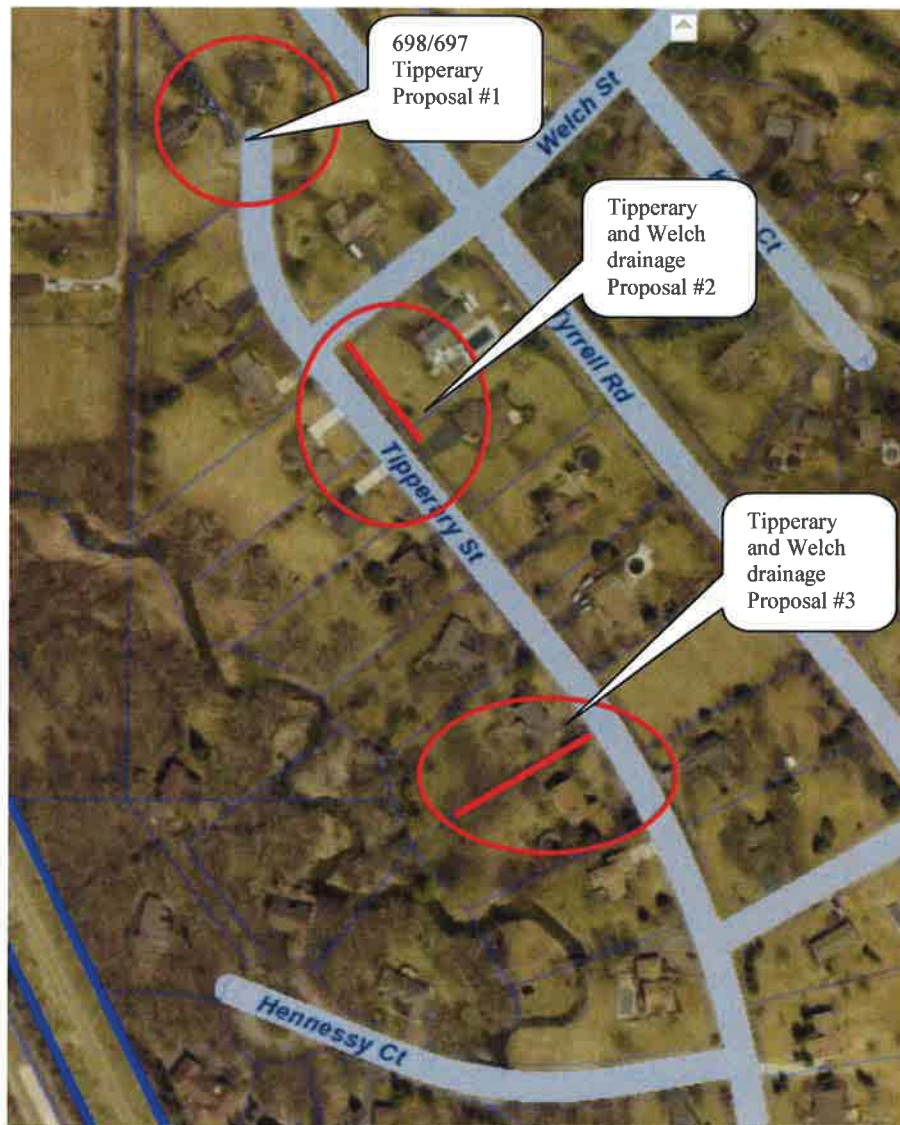
After a conversation with Phoenix and Associates today the following three drainage issues were identified on Tipperary. Please see the following pages for a project details.

Proposal #1 will eliminate the standing water issue in the ditch. Cost \$4,650

Proposal #2 will improve drainage and allow for regading of the ditch area. Cost \$9,500

Proposal #3 will reinstate a drainage path from Tipperary to Tyler Creek. Cost \$3,650

Total for all three projects \$17,800





Phoenix & Associates

DEVELOPMENT & LAND USE CONSULTANTS

94 RAILROAD ST., GILBERTS, IL 60136
PHONE: 847-836-1090 FAX: 847-836-1092

2/09/16

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PROPOSAL # 1

The Village of Gilberts
Attn: Mr. Ray Keller
87 Galligan Rd
Gilberts, IL 60136

RE: 698 Tipperary St. Gilberts IL 60136

Phoenix & Associates, Inc. to furnish all labor and materials to provide the following scope of work at the above mentioned property:

Drainage improvements to include the following:

- Remove unsuitable soils and vegetation from existing swale and dewater.
- Import subgrade suitable material, compact prior to pipe installation.
- Provide two 2' inlet structures with beehive grates and one flared end section.
- Provide approximately 55' of 12" PVC piping beginning at the east side of 698 Tipperary St to the west side of 697 Tipperary, then continuing from the East side of 697 Tipperary driveway approximately 40' east. Reference exhibit for proposed locations
- Provide import of fill and topsoil material to cover installed piping.
- Re-grade and feather in grading of newly proposed work to the existing landscaping
- Restore area of disturbance with seed and brown blanket.

Total Cost: \$4,650.00 _____ Accept (please initial)

Permits, if required, are not included in this price. Unless requested, it will be the responsibility of the owner to apply for all permits. If Phoenix & Associates, Inc. applies for permit, it will be charged back to customer at actual cost.

Phoenix will implement the use of low gravity pressure machines throughout the project, however certain damages to grassy landscape features may occur. Phoenix will make their best effort to render services outside of a 24 hour period after a rain even to minimize damages. Phoenix is not liable for any damages to any damages incidental to completing the above specified scope of services.

Terms and Conditions:

50% deposit prior to commencement of work with balance due when work is completed. Permit as applicable must be on premises before work can commence. Any additional work required involving extra time and/or material will be completed only after receipt of signed change order and will become an extra charge over and



Phoenix & Associates

DEVELOPMENT & LAND USE CONSULTANTS

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PHONE: 847-836-1090 FAX: 847-836-1092

2/09/16

698 Tipperary St. Gilberts IL 60136

Pg. 2

above this proposal. Any repairs that may be required will not commence until Phoenix has received at least 90% of funds due us.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Phoenix & Associates, Inc. is covered by Liability, Automobile and Workers' Compensation Insurance. A certificate of insurance, naming the owner as additional insured, will be supplied upon request. We will not warranty any material that we did not originally install; i.e. base or sub-base. Any past due balance shall incur a 2% per month interest charge. Customer agrees to pay all reasonable costs, expenses and attorney fees incurred to collect sums past due.

Note: This proposal may be withdrawn anytime after 30 days if not signed and accepted.

Signing of this proposal constitutes a contract between Phoenix & Associates, Inc. and The Village of Gilberts for the above specified work. A signed contract is required before commencement of work.

Respectfully submitted: _____

Casey Hutson

Phoenix & Associates, Inc.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Authorized Signature: _____

The Village of Gilberts

Date: _____

Thank you for giving us the opportunity to submit this proposal. Please return (1) copy of signed proposal prior to work commencement.



Phoenix & Associates
DEVELOPMENT & LAND USE CONSULTANTS

94 RAILROAD ST., GILBERTS, IL 60136
PHONE: 847-836-1090 FAX: 847-836-1092

4/23/15

Pg. 1

PROPOSAL # 2

The Village of Gilberts
Attn: Mr. Ray Keller
87 Galligan Rd
Gilberts, IL 60136

RE: Tipperary and Welch St. Drainage

Phoenix & Associates, Inc. to furnish all labor and materials to provide the following scope of work at the above mentioned property:

Drainage improvements to include the following:

- Remove unsuitable soils and vegetation from existing swale and dewater.
- import subgrade suitable material, compact prior to pipe installation.
- Provide three 2' inlet structures with beehive grates
- Provide approximately 200' of 12" piping running from the southeast corner of Welch and Tipperary St. south to the first driveway on Tipperary St. Reference exhibit for proposed locations
- Provide import of fill and topsoil material to backfill existing swale.
- Re-grade and feather in grading of newly proposed work to the existing landscaping
- Restore area of disturbance with seed and brown blanket.

Total Cost: \$9,500.00 _____ Accept (please initial)

Permits, if required, are not included in this price. Unless requested, it will be the responsibility of the owner to apply for all permits. If Phoenix & Associates, Inc. applies for permit, it will be charged back to customer at actual cost.

Phoenix will implement the use of low gravity pressure machines throughout the project, however certain damages to grassy landscape features may occur. Phoenix will make their best effort to render services outside of a 24 hour period after a rain even to minimize damages. Phoenix is not liable for any damages to any damages incidental to completing the above specified scope of services.

Terms and Conditions:

50% deposit prior to commencement of work with balance due when work is completed. Permit as applicable must be on premises before work can commence. Any additional work required involving extra time and/or material will be completed only after receipt of signed change order and will become an extra charge over and above this proposal. Any repairs that may be required will not commence until Phoenix has received at least 90% of funds due us.



Phoenix & Associates

DEVELOPMENT & LAND USE CONSULTANTS

94 RAILROAD ST., GILBERTS, IL 60136
PHONE: 847-836-1090 FAX: 847-836-1092

4/23/15

Tipperary and Welch St. Drainage

Pg. 2

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Phoenix & Associates, Inc. is covered by Liability, Automobile and Workers' Compensation Insurance. A certificate of insurance, naming the owner as additional insured, will be supplied upon request. We will not warranty any material that we did not originally install; i.e. base or sub-base. Any past due balance shall incur a 2% per month interest charge. Customer agrees to pay all reasonable costs, expenses and attorney fees incurred to collect sums past due.

Note: This proposal may be withdrawn anytime after 30 days if not signed and accepted.

Signing of this proposal constitutes a contract between Phoenix & Associates, Inc. and The Village of Gilberts for the above specified work. A signed contract is required before commencement of work.

Respectfully submitted: _____

Casey Hutson

Phoenix & Associates, Inc.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Authorized Signature: _____

The Village of Gilberts

Date: _____

Thank you for giving us the opportunity to submit this proposal. Please return (1) copy of signed proposal prior to work commencement.





Phoenix & Associates

DEVELOPMENT & LAND USE CONSULTANTS

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2/09/16

Pg. 1

PROPOSAL #3

The Village of Gilberts
Attn: Mr. Ray Keller
87 Galligan Rd
Gilberts, IL 60136

RE: 756/768 Tipperary St. Gilberts IL 60136

Phoenix & Associates, Inc. to furnish all labor and materials to provide the following scope of work at the above mentioned property:

Drainage improvements to include the following:

- Provide approximately 285' of 6" socked drain tile piping beginning at Tipperary St to the south west to Tyler Creek
- Provide grading of subject construction area
- Provide investigative services of the existing 12" pvc piping to determine cause of non functional status. Approximately 80' of exploration required.
- Re-grade and feather in grading of newly proposed work to the existing landscaping
- Restore area of disturbance with seed and brown blanket.

Total Cost: \$3,650.00 _____ Accept (please initial)

Permits, if required, are not included in this price. Unless requested, it will be the responsibility of the owner to apply for all permits. If Phoenix & Associates, Inc. applies for permit, it will be charged back to customer at actual cost.

Phoenix will implement the use of low gravity pressure machines throughout the project, however certain damages to grassy landscape features may occur. Phoenix will make their best effort to render services outside of a 24 hour period after a rain even to minimize damages. Phoenix is not liable for any damages to any damages incidental to completing the above specified scope of services.

Terms and Conditions:

50% deposit prior to commencement of work with balance due when work is completed. Permit as applicable must be on premises before work can commence. Any additional work required involving extra time and/or material will be completed only after receipt of signed change order and will become an extra charge over and



Phoenix & Associates

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2/09/16

756/768 Tipperary St. Gilberts IL 60136

Pg. 2

above this proposal. Any repairs that may be required will not commence until Phoenix has received at least 90% of funds due us.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Phoenix & Associates, Inc. is covered by Liability, Automobile and Workers' Compensation Insurance. A certificate of insurance, naming the owner as additional insured, will be supplied upon request. We will not warranty any material that we did not originally install; i.e. base or sub-base. Any past due balance shall incur a 2% per month interest charge. Customer agrees to pay all reasonable costs, expenses and attorney fees incurred to collect sums past due.

Note: This proposal may be withdrawn anytime after 30 days if not signed and accepted.

Signing of this proposal constitutes a contract between Phoenix & Associates, Inc. and The Village of Gilberts for the above specified work. A signed contract is required before commencement of work.

Respectfully submitted: _____

Casey Hutson

Phoenix & Associates, Inc.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Authorized Signature: _____

The Village of Gilberts

Date: _____

Thank you for giving us the opportunity to submit this proposal. Please return (1) copy of signed proposal prior to work commencement.

RESOLUTION

VILLAGE OF GILBERTS

Resolution authorizing an agreement between the Village of Gilberts and Baxter & Woodman for Professional Services for assistance with the NPDES and Sludge renewal permit applications

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and Baxter & Woodman for professional services with respect to assistance with the NPDES and Sludge renewal permit applications 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 _____, 2016 by a roll call vote as follows:

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

APPROVED THIS ____ DAY OF _____, 2016

Village President, Rick Zirk

(SEAL)

ATTEST:

Village Clerk, Debra Meadows

**VILLAGE OF GILBERTS, ILLINOIS
WATER RECLAMATION FACILITY
NPDES AND SLUDGE PERMIT RENEWAL ASSISTANCE
ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 160137.70

Project Description:


Provide assistance to prepare applications to renew the National Pollutant Discharge Elimination System (NPDES) and Sludge Management Permits for the Village of Gilberts Water Reclamation Facility (WRF). The services are described in Attachment A of this Work Order.

Schedule:

The engineering services will begin upon receipt of this Work Order, approved by the Village. The permit applications will be submitted to Illinois Environmental Protection Agency (IEPA) within 30 days of receipt of necessary records from the Village.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated January 1, 2003. The Owner shall pay the Engineer for services performed or furnished based upon the Engineer's 2016 standard hourly billing rates included for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$13,500**.

Submitted by: Baxter & Woodman, Inc.	Approved: Village of Gilberts, IL
By: 	By: _____
Title: <u>Louis D. Haussmann, P.E.</u>	Title: <u>John Castillo</u>
Title: <u>Vice President /COO</u>	Title: <u>Utilities Superintendent</u>
Date: <u>February 3, 2016</u>	Date: _____

Additional Comments and Conditions: None

BAXTER & WOODMAN
Consulting Engineers

PROJECT DESCRIPTION

Provide assistance with renewing the Village of Gilberts WRF NPDES Discharge Permit and Sludge Management Permit. The IEPA requires the Village of Gilberts to reapply for their NPDES Discharge and Sludge Management Permits every five years. The current NPDES permit expires on July 31, 2016, and the current Sludge Management Permit expires on May 31, 2016.

Scope of Services

The following scope of services details the anticipated tasks necessary to successfully complete this Project.

1. Identify records needed to complete permit application. Obtain past permit application from Village and necessary plant operation records required to complete the permit renewal forms.
2. Review, input, and statistically evaluate Village's data.
3. Complete the permit application forms. Submit to Village for review. Incorporate the Village's comments (if any).
4. Reply to IEPA's comments and questions on the application.
5. Draft NPDES Permit Review: After IEPA accepts the permit application, IEPA will send a draft NPDES Permit for the Village's review. We will review the Draft NPDES Permit and prepare a letter to IEPA. In that letter, we will make comments on the Draft NPDES Permit and request changes in an effort to protect the Village. The goal will be to keep IEPA from imposing requirements on the Village that it is not imposing on any of the other WWTPs in the Fox River Watershed or that are onerous or unreasonable.
6. For information only, the estimated level of effort for each of these services is:

NPDES Permit Application	\$5,000.00
Sludge Management Permit Application	\$5,000.00
Draft NPDES Permit Review	<u>\$3,500.00</u>
Total Engineering Fee	\$13,500.00