



## Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

Ph. 847-428-2861 Fax: 847-428-2955

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

### VILLAGE BOARD MEETING AGENDA

**Tuesday, January 5, 2021 - 7:00 p.m. - Village Hall Board Room**

In accordance with recent amendments to the Open Meetings Act that authorize remote meeting attendance during the COVID-19 pandemic, the Village President has determined that it is not prudent or practical to conduct an in-person meeting for all members of the Board and the public due to the pandemic. Therefore, some of the Village Board members may attend this meeting by electronic means, in compliance with the amended OMA.

In order to comply with the Governor's executive orders regarding limitations on gatherings and to ensure social distancing, members of the public are encouraged to attend the meeting remotely via video or audio as follows:

Zoom (video and/or audio): <https://zoom.us/j/96154701824>

Meeting ID: 961 5470 1824

Dial-In (audio): (312) 626-6799

Members of the public can also submit written comments via email at [info@villageofgilberts.com](mailto:info@villageofgilberts.com). Any comments received by 5:00 p.m. on January 5, 2021 will be submitted into the record of the meeting.

#### ORDER OF BUSINESS

##### 1. CALL TO ORDER / PLEDGE OF ALLIEGENCE

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

##### 3. PUBLIC COMMENT\*

##### 4. CONSENT AGENDA

- A. A Motion to approve Minutes from the December 15, 2020 Village Board Meeting
- B. A Motion to approve Bills & Payroll dated January 5, 2021
- C. A Motion to approve Ordinance 01-2021, an Ordinance Approving a Special Use Permit and Variations to the Gilberts Unified Development Ordinance Regarding the Keeping of Livestock on an Agricultural Zoned Property

##### 5. ITEMS FOR APPROVAL

- A. A Motion to approve Ordinance 02-2021, an Ordinance Approving a Water Tower Lease Agreement with Chicago SMSA Limited Partnership D/B/A Verizon Wireless
- B. A Motion to Approve an Amendment to a License Agreement with Phoenix Associates
- C. A Motion to approve Resolution 01-2021, a Resolution Authorizing Approval of Agreements with Midwest Power Vac and Water Surplus for the Removal and Replacement of Water Softener Media in an Amount not to Exceed \$33,000
- D. A Motion to approve Resolution 02-2021, a Resolution Approving Revised Elevations for the Townhomes in the Conservancy Development
- E. A Motion to approve Ordinance 03-2021, an Ordinance Amending the Fiscal Year 2021 Budget for the Fiscal Year Ending April 30, 2021

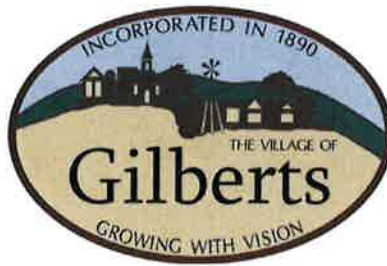
- 6. ITEMS FOR DISCUSSION**
- 7. STAFF REPORTS**
- 8. TRUSTEES' REPORTS**
- 9. PRESIDENTS' REPORT**
- 10. EXECUTIVE SESSION\***
- 11. ADJOURNMENT**

**\*Executive Session Information**

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

**\*Public Comment Policy**

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). 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.



**MINUTES FOR VILLAGE OF GILBERTS  
BOARD OF TRUSTEES MEETING  
Village Hall: 87 Galligan Road, Gilberts, IL 60136  
Meeting Minutes  
Tuesday, December 15, 2020**

**1. CALL TO ORDER / PLEDGE OF ALLEGIANCE**

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

**2. ROLL CALL / ESTABLISH QUORUM**

Village Clerk Courtney Baker called the roll. Roll call: Members present: Trustees Kojzarek, Allen, Corbett, Zambetti, Farrell, Hacker and President Zirk. Others present: Village Administrator Brian Bourdeau, Finance Director Taunya Fischer, and Village Attorney Julie Tappendorf.

**3. PUBLIC COMMENT**

There were no public comments at this time.

**4. CONSENT AGENDA**

- A. A Motion to approve Minutes from the December 8, 2020 Special Village Board Meeting
- B. A Motion to approve Bills & Payroll dated December 15, 2020
- C. A Motion to approve the November 2020 Treasurer's Report
- D. A Motion to approve Ordinance 16-2020, an Ordinance Abating Taxes Heretofore Levied to Pay Interest and Principal for \$9,750,000 Village of Gilberts, Kane County, Illinois Special Service Area Number Twenty-Four Special Tax Bonds, Series 2014 (The Conservancy Project)
- E. A Motion to approve Ordinance 17-2020, an Ordinance Abating Special Taxes Heretofore Levied to Pay Interest and Principal for Village of Gilberts, Kane County, Illinois Special Service Area Number Twenty-Five Special Tax Bonds (The Conservancy Project), Series 2018A and Series 2018B

President Zirk asked if any of the board members had any consent agenda items they wished to remove for separate consideration. After hearing none, asked for a motion to approve.

**A Motion was made by Trustee Kojzarek and seconded by Trustee Corbett to Approve Consent Agenda Items 4A-E as presented.** Roll call vote: Trustees Corbett, Allen, Zambetti, Farrell, Hacker, and Kojzarek voted Aye. 0-nays, 0-abstained. Motion carried.

**5. ITEMS FOR APPROVAL**

A. An Ordinance Approving a Variance from the Gilberts Unified Development Ordinance – Administrator Bourdeau advised the Board that the Plan Commission held a Public Hearing regarding a request for a variance from the Village’s UDO with regard to a rear yard setback for purposes of constructing an above-ground pool on his property. The property, located at 182 Park Court, is located in the R-3 Residential zoning district. Within the R-3 Residential zoning district, the minimum rear yard setback is 40 feet for residential served by septic and 30 feet for residential served by sewer. The Applicant’s residence is serviced with a septic field, requiring a minimum 40-foot rear yard setback. The Applicant’s placement of the pool would be at 17 feet from the rear yard lot line. The Plan Commission moved to recommend to the Village Board that the variance be granted due to the unique nature of the property and location of the septic field which would prohibit installation of the pool in a location suitable to the required setbacks. The motion passed unanimously to provide a positive recommendation that the variance be granted.

**A Motion was made by Trustee Allen and seconded by Trustee Corbett to Approve Ordinance 19-2020, an Ordinance Approving a Variance from the Gilberts Unified Development Ordinance.** Roll call vote: Trustees Allen, Zambetti, Farrell, Hacker, Kojzarek, and Corbett voted Aye. 0-nays, 0-abstained. Motion carried.

B. An Ordinance Approving the Final Plat of Subdivision and Final PUD Plans for Phase 2A-2 of the Conservancy Development – Administrator Bourdeau advised the Board that dedication of the park land to the Village that is identified on the plat for NH2B-1 must meet the requirements of the Annexation Agreement and Village’s subdivision regulations for parkland dedications.

**A Motion was made by Trustee Hacker and seconded by Trustee Kojzarek to Approve Ordinance 20-2020, an Ordinance Approving the Final Plat of Subdivision and Final PUD Plans for Phase 2A-2 of the Conservancy Development** Roll call vote: Trustees Zambetti, Farrell, Hacker, Kojzarek, Corbett, and Allen voted Aye. 0-nays, 0-abstained. Motion carried.

C. An Ordinance Approving the Final Plat of Subdivision and Final PUD Plans for Phase 2B-1 of the Conservancy Development –

**A Motion was made by Trustee Allen and seconded by Trustee Kojzarek to Approve Ordinance 20-2020, an Ordinance Approving the Final Plat of Subdivision and Final PUD Plans for Phase 2B-1 of the Conservancy Development** Roll call vote: Trustees Farrell, Hacker, Kojzarek, Corbett, Allen, and Farrell voted Aye. 0-nays, 0-abstained. Motion carried.

## 6. ITEMS FOR DISCUSSION

A. Presentation and Discussion Regarding the Plan Commission Recommendation on a Special Use Application for 15N288 Tyrrell Road – Administrator Bourdeau advised the Board that applicants filed an application for a Special Use Permit for the breeding, keeping, and grazing of livestock, poultry, and other farm animals on their 5.45 acre property located at 15N288 Tyrrell Road. The UDO allows the keeping of livestock in the A-1 District, but only on parcels of 5 acres or more and only as a special use. The Plan Commission opened a public hearing on the application at the November 12, 2020 Plan Commission meeting. After receiving public testimony and hearing from the Applicant, the Plan Commission elected to continue the public hearing to December 9, 2020 to allow the applicant to address issues that were raised during the meeting. The public hearing continued on December 9, 2020 at which time, after receiving additional testimony from the

applicant and members of the public, the Plan Commission closed the public hearing and proceeded to deliberate on the application. Following discussion, the Plan Commission proceeded to vote on a recommendation to grant the Special Use Permit. The vote on the recommendation was 2 yes – 3 nay. Therefore, the recommendation of the Plan Commission is to not recommend approval of the Special Use Permit. Several concerns raised by the public in attendance of the meetings were noise, odor, and lack of fencing.

Attorney Tappendorf explained the options for the Board. The first option would be for the Village Board to concur with the Plan Commission's negative recommendation and direct staff to prepare the necessary resolution denying the Applicant's special use application. The second option would be to approve the special use permit application, the Village Board could direct staff to prepare an Ordinance incorporating appropriate conditions and granting the SUP which would require a super-majority vote. Another option would be for the Board to remand the matter back to the Plan Commission for further consideration if there are additional items that the Village Board believes need to be examined. Finally, the Board could modify and approve the SUP with a super-majority vote.

The applicants approached the Board and engaged in conversation regarding their request and it's background. The Board then discussed the concerns that were raised by the Plan Commission and possible modification that could be made to the SUP. The Board provided direction to Staff to bring back an ordinance that approved the SUP with the original conditions that were stated at the Plan Commission meeting.

- B. Discussion Regarding Wage and Compensation Analysis – The Board discussed several scenario options for compensation adjustments presented by Staff. President Zirk asked Staff to bring back a final recommendation at the next Board meeting.

## **7. STAFF REPORTS**

### Administrator Bourdeau

- Well 4 pump was pulled today.
- Confirmed with Troy's team they were clear to begin the installation of public improvements in NH2B-1 on the condition that if the final EOPC came in higher than the bond provided by Troy, a supplemental or revised bond would be required. NH2B-1 is the only neighborhood at this time Troy may install public improvements at this time.

## **8. TRUSTEE REPORTS**

### Trustee Allen

- Two vendors who previously wanted to roll over their fees for Community Days are now asking for refunds instead.

### Trustee Farrell

- Presented an old copy of the Gilberts Gazette newsletter.

## **9. PRESIDENT'S REPORT**

There was no President's report at this time.

**A. EXECUTIVE SESSION\***

An executive session did not take place.

**11. ADJOURNMENT**

There being no further public business to discuss, **a Motion was made by Trustee Allen and seconded by Trustee Farrell to adjourn from the public meeting at 8:47 p.m.** Voice vote carried unanimously.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Courtney Baker". The signature is fluid and cursive, with the first name being more prominent.

Courtney Baker  
Village Clerk

## Brian Bourdeau

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**From:** Fraternal Order of Eagles Watch City Aerie <foe1047@gmail.com>  
**Sent:** Tuesday, December 15, 2020 6:41 PM  
**To:** Brian Bourdeau  
**Cc:** Courtney Baker  
**Subject:** Jesus Alvarado  
**Attachments:** jesus alvarado special use application.docx

Dec 15, 2020

Hi Brian,

I talked to Jesus Alvarado today, regarding the village board meeting tonight to discuss his situation regarding his special use application.

I am not sure if anyone at the Eagles Club can make it to the meeting to show our support, as we have our general meeting tonight. But I told him I would write a letter on his behalf.

Please find the letter attached.  
Best Regards,

Debra Lombardo  
Secretary  
Fraternal Order of Eagles

Dear Brian,

I talked to Jesus Alvarado today, regarding the village board meeting tonight to discuss his situation regarding his special use application.

I am not sure if anyone at the Eagles Club can make it to the meeting to show our support, as we have our general meeting tonight. But I told him I would write a letter on his behalf.

To all concerned,

I am writing on behalf of The Fraternal Order of Eagles. We support Jesus Alvarado, in his request for the special use application for his property. He has expressed his thoughts to us, and reached out personally to us, to ask if we have had issues or been bothered by his animals. The answer is no.

He has been a great neighbor to us. In fact, we have had no issues or complaints ever with Mr. Alvarado. It is nice to see some of his animals, looking out from our backyard. Especially the turkeys! It's quite a treat. They are NOT a bother or nuisance to our club in anyway. In fact..we barely even know they are there. I have also heard from some members in the past, that they have seen the animals when we have had events at the club, and they had good things to say about them.

Regards,

Debra Lombardo  
Secretary  
Fraternal Order of Eagles





Department: 00 GENERAL FUND

DRIFT INN	LICENSE-LIQUOR	900.00
GLOGOVSKY OIL COMPANY	LICENSE-LIQUOR	750.00
HILL-NEWBY LLC	LICENSE-LIQUOR	750.00
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE DENTAL CONTRIBUTION	2,076.98
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE HEALTH INS. CONTRIBUT	29,883.56
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE LIFE INSURANCE	76.90
LB LIQUORS INC	LICENSE-LIQUOR	900.00
PIRTANO CONSTRUCTION COMPANY, IN	ESCROWS PAYABLE	1,330.00
ROBINSON ENGINEERING, LTD.	ESCROWS PAYABLE	20,032.00
WATCH CITY AERIE 1047 FOE INC.	LICENSE-LIQUOR	750.00
Total: 00 GENERAL FUND		57,449.44

Department: 01 ADMINISTRATIVE

ARTHUR J. GALLAGHER	INSURANCE LIABILITY	44,567.00
AT&T U-VERSE	CONTRACTUAL SERVICES	78.53
BENEFIT PLANNING CONSULTANTS,	CONTRACTUAL SERVICES	300.00
CALL ONE	COMMUNICATIONS	464.47
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	1,588.75
GOVTEMPS USA	CONTRACTUAL SERVICES	5,809.13
IL DEPT OF EMPLOYMENT SECURITY	STATE UNEMPL TAX	285.01
IPO INTEGRATED PURCHSING OPTIONS	OFFICE SUPPLIES	83.42
IPO INTEGRATED PURCHSING OPTIONS	COVID-19	11.22
IQAIR NORTH AMERICA INC	COVID-19	3,442.00
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	450.11
MENARDS - CARPENTERSVILLE	MAINTENANCE BUILDING	10.56
PADDOCK PUBLICATIONS	LEGAL NOTICES	485.30
PITNEY BOWES	POSTAGE	24.22
RESERVE ACCOUNT	POSTAGE	200.00
RICHARD SPINKER	CONTRACTUAL SERVICES	175.00
THE GLASS GURU OF GURNEE	COVID-19	1,736.00
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL PRINCIPAL	2,100.19
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL INTEREST	1,410.35
Total: 01 ADMINISTRATIVE		63,221.26

Department: 02 POLICE

ACTION AUTO WORKS INC	MAINTENANCE VEHICLES	157.00
ALLEGRA PRINT & IMAGING	PRINTING	138.00
CALL ONE	COMMUNICATIONS	304.51
CANTEEN REFRESHMENT SERVICES	CONTRACTUAL SERVICES	98.62
IPO INTEGRATED PURCHSING OPTIONS	OFFICE SUPPLIES	283.43
JASON A. HERNANDEZ	UNIFORMS	242.00
JEFF HILL	UNIFORMS	96.95
LEXIPOL, LLC	TRAINING EXPENSE	3,888.00
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	4.18
MENARDS - CARPENTERSVILLE	OFFICE SUPPLIES	31.96
MENARDS - CARPENTERSVILLE	COVID-19	11.96
MIDWEST RADAR & EQUIPMENT	MAINTENANCE EQUIPMENT	315.00
P.F. PETTIBONE & CO.	PRINTING	26.00
RICHARD SPINKER	CONTRACTUAL SERVICES	315.00
SWIFT WASH, LLC	CONTRACTUAL SERVICES	121.50
T. J. CONEVERA'S. INC.	TRAINING EXPENSE	664.00
VERIZON WIRELESS	COMMUNICATIONS	245.07
Total: 02 POLICE		6,943.18

Department: 03 PUBLIC WORKS

AEP ENERGY	STREETLIGHTING	3,225.50
CALL ONE	COMMUNICATIONS	155.85
CANTEEN REFRESHMENT SERVICES	CONTRACTUAL SERVICES	13.00

COMMONWEALTH EDISON	STREETLIGHTING	137.65
ELMUND & NELSON CO.	MAINTENANCE STREETS	227.00
IPO INTEGRATED PURCHSING OPTIONS	OPERATING EXPENSE	35.99
MENARDS - CARPENTERSVILLE	COVID-19	2.25
MENARDS - ELGIN	COVID-19	98.00
PACES AUTO SERVICE	MAINTENANCE VEHICLES	520.00
RICHARD SPINKER	CONTRACTUAL SERVICES	175.00
SEATTLE ENTERPRISES, INC	COVID-19	1,101.86
Total: 03 PUBLIC WORKS		5,692.10

Department: 04 BUILDING

B&F CONSTRUCTION CODE SVC, INC	BUILDING PERMIT EXPENSE-PASS T	555.00
CALL ONE	COMMUNICATIONS	162.98
IPO INTEGRATED PURCHSING OPTIONS	OFFICE SUPPLIES	58.18
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	58.58
ROBINSON ENGINEERING, LTD.	BUILDING PERMIT EXPENSE-PASS T	1,543.50
Total: 04 BUILDING		2,378.24

Department: 06 PARKS

AEP ENERGY	UTILITIES	153.27
CALL ONE	COMMUNICATIONS	208.21
MENARDS - CARPENTERSVILLE	MAINTENANCE SUPPLIES	74.41
PLATINUM POOL	MAINTENANCE EQUIPMENT	4,450.00
Total: 06 PARKS		4,885.89

Department: 10 WATER SYSTEMS

AMERICAN WATER WORKS ASSN	DUES	361.00
ARTHUR J. GALLAGHER	INSURANCE LIABILITY	28,494.00
CALL ONE	COMMUNICATIONS	457.50
COMPASS MINERALS AMERICA	BRINE HAULING EXPENSES	5,532.65
CONSTELLATION NEWENERGY, INC.	UTILITIES	7,355.46
ILLINOIS SECTION AWWA	TRAINING EXPENSE	95.00
IPO INTEGRATED PURCHSING OPTIONS	OFFICE SUPPLIES	92.39
IQAIR NORTH AMERICA INC	COVID-19	1,721.00
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	60.67
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	134.91
MENARDS - CARPENTERSVILLE	MAINTENANCE BUILDING	13.95
NICOR	UTILITIES	122.83
PDC LABORATORIES, INC	LABORATORY TESTING	1,095.00
ROBINSON ENGINEERING, LTD.	COVID-19	1,035.50
RUSSO POWER EQUIPMENT	MAINTENANCE PARTS & MATERIALS	20.75
SENTRY SECURITY, INC.	CONTRACTUAL SERVICES	456.00
TESSENDORF MECHANICAL	MAINTENANCE BUILDING	524.93
THIRD MILLENNIUM ASSOCIATES	CONTRACTUAL SERVICES	44.20
USA BLUEBOOK	LAB SUPPLIES & EQUIPMENT	232.27
VIKING CHEMICAL CO	CHEMICALS	1,045.05
Total: 10 WATER SYSTEMS		48,895.06

Department: 20 WASTEWATER SYSTEMS

CALL ONE	COMMUNICATIONS	183.16
CONSTELLATION NEWENERGY, INC.	UTILITIES	9,108.29
ILLINOIS SECTION AWWA	TRAINING EXPENSE	95.00
IPO INTEGRATED PURCHSING OPTIONS	OFFICE SUPPLIES	96.26
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	60.68
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	34.92
METROPOLITAN INDUSTRIES INC	COLLECTION SYS. PUMP MAINT.	1,232.94
NICOR	UTILITIES	487.45
SENTRY SECURITY, INC.	CONTRACTUAL SERVICES	456.00
SUBURBAN LABORATORIES	LABORATORY TESTING	788.00

THIRD MILLENNIUM ASSOCIATES	CONTRACTUAL SERVICES	44.20
Total: 20 WASTEWATER SYSTEMS		<u>12,586.90</u>
Department: 89 GPD DOWN STATE PENSION FUND		
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GILBERTS POLICE PENSION FUND	GPD DOWNSTATE PENSION FUND	21,409.23
Total: 89 GPD DOWN STATE PENSION FUND		<u>21,409.23</u>
Department: 90 GENERAL P/W PROJECTS EXPENSES		
<hr/>		
SCOTT A. BRUNSTING	TREE/SIDEWALK REPLACEMENT	122.48
Total: 90 GENERAL P/W PROJECTS EXPENSES		<u>122.48</u>
*** GRAND TOTAL ***		<u>223,583.78</u>



## Village of Gilberts

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

**To:** Village President and Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** January 5, 2021 Village Board Meeting  
**Re:** Item 4.C: Approval of a Special Use Permit and Variance for the Keeping of Livestock at 15N288 Tyrrell Road

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At the December 15, 2020 Village Board meeting, the Village Board considered the Plan Commission recommendation regarding the Special Use Application for the breeding, keeping, and grazing of livestock, poultry, and other farm animals at 15N288 Tyrrell Road.

Based on Board direction, an Ordinance granting the Special Use Permit has been prepared for Board consideration. The Special Use Permit would be subject to the following significant conditions:

- A. Permitted Types and Number of Livestock. The maximum number of livestock permitted on the Property will be as follows:
  - 25 chickens
  - 4 turkeys
  - 2 roosters
  - 6 goats or sheep (overall number limited to 6)
- B. Prohibition on Additional Livestock. No other types of livestock besides chickens, turkeys, roosters, goats, and sheep may be kept on the Property. No more than the maximum number of livestock specified in Section 4(A) of this Ordinance may be permitted on the Property without an amendment to the Special Use Permit.
- C. Corral Construction. The owner must construct a corral that is connected to the existing barn on the Property. The corral must have a fence that is eight (8) feet in height, and has chicken wire extending up to a height of at least six (6) feet.
- D. Restricted Hours. The livestock on the Property are permitted to be outside of the barn and in the corral only between the hours of 8:00 a.m. and 8:00 p.m. The livestock must remain inside the barn at all other hours of the day.
- E. Prohibition on Slaughtering. No slaughtering of livestock is permitted on the Property.

Passage of this Ordinance will require an affirmative vote of 2/3 of the Trustees (4 Trustee yes votes).

### Attachments

- 1) December 15, 2020 Village Board Packet Memo Regarding Plan Commission Recommendation



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

**To:** Village President and Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** December 15, 2020 Village Board Meeting  
**Re:** Item 6.A: Presentation and Discussion Regarding the Plan Commission Recommendation on Special Use Permit Application for 15N288 Tyrrell Road

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## Background

Jesus Alvarado and Maria Teresa Ramos (“Applicants”) file an application for a Special Use Permit for the breeding, keeping, and grazing of livestock, poultry, and other farm animals on their 5.45 acre property located at 15N288 Tyrrell Road. The UDO allows the keeping of livestock in the A-1 District, but only on parcels of 5 acres or more and only as a special use.

The Plan Commission opened a public hearing on the application at the November 12, 2020 Plan Commission meeting. After receiving public testimony and hearing from the Applicant, the Plan Commission elected to continue the public hearing to December 9, 2020 to allow the applicant to address issues that were raised during the meeting. The public hearing continued on December 9, 2020 at which time, after receiving additional testimony from the applicant and members of the public, the Plan Commission closed the public hearing and proceeded to deliberate on the application.

Following discussion, the Plan Commission proceeded to vote on a recommendation to grant the Special Use Permit. The vote on the recommendation was 2 yeah – 3 nay. Therefore, the recommendation of the Plan Commission is to not recommend approval of the Special Use Permit.

## Plan Commission Consideration and Recommendation

Included as attachments to the Village Board packet are the full Plan Commission packets, including staff memorandums and Applicant submitted materials and exhibits. The primary presentation and discussion point considered by the Commission are as follows:

- A) Is the use harmonious with the surrounding zoning? As noted in the Plan Commission packet, the Applicant’s parcel is approximately 5.45 acres, zoned A-1 Agriculture, with the surrounding zoning consisting of R-2, R-3 and R-4 Residential districts. The Applicant’s property abuts several single-family residences.

The Applicants currently own and keep two horses on the property.<sup>1</sup>As part of the Applicant’s SUP application, they are seeking to keep: 25 chickens, 2 roosters, 4 turkeys and up to 15 sheep and/or goats.

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<sup>1</sup> The keeping of horses on a parcel of 5 acres or more is permitted by right in the A-1 District.

During public testimony, several concerns were raised by members of the public and the Plan Commission. These concerns were focused on potential nuisance issues that may arise from the keeping of livestock/poultry as outlined below and/or the intensity of use based on the proposed number of animals for a property of this size and location:

- Noise. The potential for noise from roosters on the Property was raised by several members of the public. During discussion, consideration was given by the Plan Commission to potentially limiting the hours during which the roosters would be allowed to be kept outside the barn.
- Odor. Concerns were raised regarding the potential impact on surrounding properties of odors that may be arise from the keeping of larger numbers of livestock/poultry on a property of only 5.45 acres. During public testimony, concerns were also expressed regarding the proper clean-up and disposal of livestock/poultry excrement. The Applicant responded to this concern by noting that they live adjacent to the railroad and intend to store any waste along the railroad tracks.
- Fencing. During public testimony concerns were raised regarding adequate containment for the animals. On the initial site plan, the Applicant indicated the livestock/poultry would be kept in the existing barn structures and that they would construct a separate corral where the animals could be moved under supervision. Based on concerns raised by members of the public and the Commissioner's, the Applicant revised the site plan prior to the December meeting to connect it via fencing to the barn structures. However, concerns were noted regarding the height of the fence and proposed use of chicken wire to contain the animals and whether these measures were adequate to safely contain the various livestock/poultry. Additionally, concerns were noted regarding fencing the perimeter of the property to minimize the potential for animals to wander off the property. Neighbors providing testimony that Applicant's dogs have on numerous occasions wandered off the property on to adjoining properties.

B) Should limitations be placed on the potential for on-site slaughter of animals for consumption? The Plan Commission considered the question and the Applicant agreed that any slaughter for consumption would be conducted offsite at a commercial slaughter facility. No slaughtering would take place on the property.

C) Should any limitations be placed on the overall number and/or specific types of livestock permitted as part of any SUP? During public testimony concerns were raised regarding the appropriateness of the quantity of animals proposed for the property and the potential for significant increases if the livestock/poultry were bred, particularly during the weening period. Concerns over the difficulty in tracking and enforcing a cap on the number of livestock on the Property were also expressed. The Applicant noted that any bred animals would not be retained on the property long-term. However, concerns were noted in testimony and by the Commission regarding the potential for these spikes and the potential intensity of use such spikes would generate.

## Summary of Noted Conditions

After the closure of the public hearing, a motion was made to approve the Applicant's special use permit with the following conditions:

- A variance be granted to allow the construction of an eight foot fence around the coral and connection to the barn, with chicken wire extending up to a height of at least 6 feet;
- The animals are only permitted to be outside of the barn between the hours of 8:00 a.m. and 8:00 p.m.
- No slaughtering of animals is permitted on the property
- The following limits are placed on the quantity/type of animals:
  - o 25 chickens
  - o 2 roosters
  - o 4 turkeys
  - o 15 goats/sheep

A motion was made and seconded to recommend the SUP with the above noted conditions. The motion failed by a vote of 3-2. Therefore, the Plan Commission's recommendation to the Village Board is that the Applicant's special use application be denied.

This item has been placed on as an item for discussion. The Board has a number of options in considering the negative recommendation from the Plan Commission:

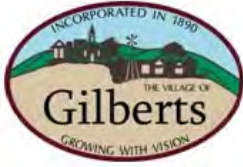
- A) The Village Board could concur with the Plan Commission's negative recommendation and direct staff to prepare the necessary resolution denying the Applicant's special use application.
- B) If the Village Board desires to approve the special use permit application, the Village Board could direct staff to prepare an Ordinance incorporating appropriate conditions and granting the SUP. Please note, pursuant to Section 11-11(D)(4) of the UDO, passage of this Ordinance would require the affirmative vote of two-thirds of the Trustees as it would be overriding a negative recommendation from the Plan Commission.; or
- C) The Village Board could remand the matter back to the Plan Commission for further consideration if there are additional items that the Village Board believes need to be examined. If the Board desires to go this route, it should have specific direction to the Plan Commission as to what issues should be discussed and examined.

The Applicant is planning to be at the meeting to address the Board. Following discussion, Staff will be looking for direction from the Board on which course of action, as outlined above, the Board may wish to pursue.

## Attachments

- A) Staff Reports and SUP Application Materials from the Plan Commission Meetings on November 12 and December 9, 2020
- B) Unapproved Plan Commission Minutes from December 9, 2020





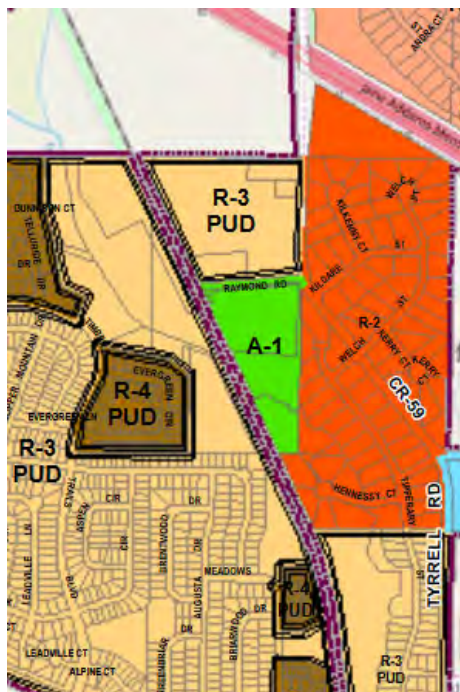
## Village of Gilberts

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

**To:** Plan Commission  
**From:** Brian Bourdeau, Village Administrator  
Riley Lynch, Administrative Intern.  
**Date:** November 12, 2020 Plan Commission Meeting  
**Re:** Item 4 & 5: Special Use Permit Application for 15N288 Tyrrell Road

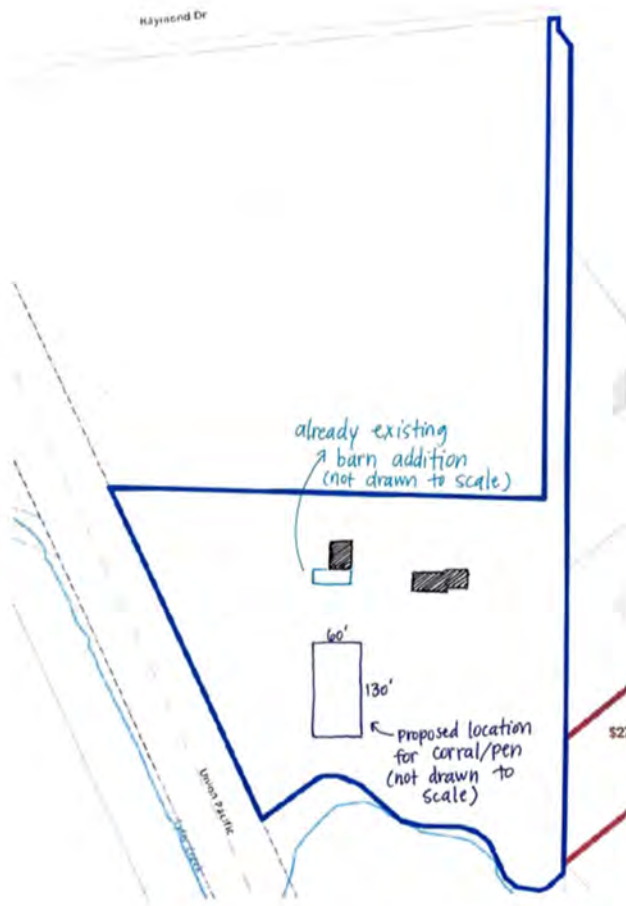
### Application Background

Jesus Alvarado and Maria Teresa Ramos (“Applicants”) have requested a Special Use Permit for the breeding, keeping, and grazing of livestock, poultry, and other farm animals on their property.. The applicants’ property is at 15N288 Tyrrell Road (PIN: 02-25-400-016) and is 5.45 acres. The property is bordered on the south by Tyler Creek, the Union Pacific Railway and the Timber Trails subdivision to the west, the Fraternal Order of the Eagles property to the north and single-family residential parcels to the east. As illustrated on the zoning map abstract below, the surrounding land uses are a mix of A-1 immediately north and south with R-2, R-3 and R-4 residential to the east and west of the applicants’ property.



The Applicants currently keep two horses on the property. The keeping of horses is allowed as a permitted use in the A-1 zoning district, but only on a lot consisting of five or more acres (UDO 10-2-2(2)). However, a Special Use Permit is required for the “breeding, keeping, and grazing of livestock, poultry, and other farm animals but only on a lot consisting of five or more acres” (UDO 10-2-3(7)). As the applicants’ property exceeds five acres, their application meets the threshold for consideration as a Special Use in the A-1 zoning district.

## Special Use Permit Request



outside of these areas would be when they are moved between the pen and the barn under constant supervision..

The Applicant is pursuing a Special Use Permit to hold and care for certain livestock and poultry on the property. The applicant is proposing to keep:

- 25 Chickens
- 2 Roosters
- 4 Turkeys
- 6 Sheep/Goats

Furthermore, the applicant has expressed interest in expanding the total number of goats and sheep to 15 in the future. The applicants have indicated that the animals will be kept for personal consumption.

There is no fencing around the perimeter of the applicant's property. However, there are existing structures on the property that would be utilized to house these animals, including a 12 foot x 30 foot chicken coop and a 27 foot x 30 foot barn with a 50 foot x 20 foot addition. These buildings are generally located on the western portion of the property. The barn is currently utilized to keep the two existing horses. The applicants have indicated that the additional livestock and poultry will share the enclosure with the horses. In addition to the existing structures, the applicant wishes to construct a 60 foot x 130 foot outdoor corral/pen for the animals. As represented by the applicants' site plan sketch above, the structure will be located south of the existing buildings and detached from other structures. The applicants note that the only time the animals will be

### **Primary Points for Discussion**

- A) The Plan Commission may wish to consider if the proposed Special Use is harmonious with the surrounding zoning, particularly the residential districts. The proposed parcel is located in a heavily urbanized setting. Farm animals, particularly roosters, can be a noise nuisance, often during the early morning hours. Additionally, farm animals pose the potential of odor nuisances in a relatively small urban setting. With respect to the roosters, the Applicants have proposed to keep them in the chicken coop on the western portion and away from the single-family homes located on the eastern side of the property. The Plan Commission may wish to consider these two nuisance issues as part of its deliberations and recommend any appropriate mitigation measures as part of the Special Use request.
- B) The Applicants have indicated that the animals will be kept for personal consumption. During review of the application, staff inquired if there would be any slaughter operations on site. The Applicants indicated that any animals to be slaughtered for meat/poultry consumption would be done offsite at a commercial slaughter facility. The Plan Commission may wish to consider making as a condition of the special use permit, that any slaughtering of animals for personal consumption be done offsite and onsite slaughtering be prohibited.
- C) The Plan Commission may wish to consider the appropriateness of the existing and proposed structures for the keeping of the animals. The Applicants have proposed constructing a detached coral and supervising the movement of animals from the structures to the coral. Please note, the property is not fenced. The Plan Commission may wish to consider whether any conditions would be appropriate as part of a Special Use to ensure animals are not able to roam free on the property, potentially impacting neighboring properties.
- D) The Plan Commission may wish to consider whether it is appropriate to place limitations on either the overall number and/or specific types of farm animals permitted as part of any special use permit.

### **Summary of Items for Consideration**

- Does the Plan Commission feel that the applicants Special Use Permit request meets the General Standards as outlined in section 10-11-11(E)(1) of the UDO:
  - a. *The proposed special use complies with all provisions of the applicable district regulations.*
  - b. *The proposed special use will not be unreasonably detrimental to the value of other property in the neighborhood in which it is to be located or to the public welfare at large.*
  - c. *The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special*

*use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to:*

- i. The location, nature and height of buildings, structures, walls and fences on the site; and*
- ii. The nature and extent of proposed landscaping and screening on the proposed site.*
- d. Adequate utility, drainage and other such necessary facilities have been or will be provided.*
- e. The proposed special use, where such developments and uses are deemed consistent with good planning practice, can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; shall in all other respects conform to the applicable regulations of the district in which it is located; and is deemed essential or desirable to preserve and promote the public health, safety and general welfare of the Village of Gilberts.*

- Surrounding Zoning / Land Usage

- Does the Plan Commission feel that this use is compatible with the surrounding uses?

- Containment and Number of Animals

- The Commission may want to consider if the proposed methods of containment and supervision are adequate for the number of animals requested.
- Does the Plan Commission feel that the existing structures and proposed pen are adequate to keep the animals contained?
- Does the Plan Commission feel that the number of animals requested is acceptable?
- The commission may also want to consider a limit on the number of animals.

- Nuisances

- Given the proximity to residences, the Commission may want to consider if these potential nuisances are acceptable. Additionally, the commission may want to consider whether any additional mitigation methods be stipulated.
- The applicant has specified that no slaughtering of the animals will take place on the property. The Plan Commission may want to make this a stipulation of the Special Use Permit.

## Attachments

1. Application for Special Use
2. Site Plan

# **VILLAGE OF GILBERTS**

## **APPLICATION FOR SPECIAL USE**

**Last Revised: October 31, 2002**

APPLICATION FOR  
SPECIAL USE

CASE#	_____
Revision #1:	_____
Revision #2:	_____
Revision #3:	_____
For office use only	

Development Name: \_\_\_\_\_ Date of Submission: \_\_\_\_\_

I. APPLICANT:

Jesús Alvarado  
Name \_\_\_\_\_ Corporation \_\_\_\_\_

15 N288 Tyrrell Rd.  
Street \_\_\_\_\_

Gilberts IL 60136  
City State Zip Code

same 847-754-9355  
Contact Person Telephone Number Fax Number

owner  
Relationship of Applicant to subject Property (e.g. Owner, Developer, Contract Purchaser, etc.)

II. ACTION REQUESTED (Check applicable boxes):

- Rezoning from \_\_\_\_\_ to \_\_\_\_\_
- Special Use for chickens, turkeys, goats, & sheep

Any additional requests, which are being processed with the Special Use (i.e. variances subdivision, etc.): non-applicable

NO variances, subdivisions, or additional requests.

Is this development within the Village limits?

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

III. DEVELOPERS STAFF:

Attorney: N/A Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Builder: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Developer: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Engineer: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

IV. PROJECT DATA:

1. General Location: 15 N 288 Tyrrell Rd. Gilberts, IL.  
60136

a. County: Kane

b. Township: Rutland

c. PIN#(s): 2-25-400-016

2. General description of the site: 5+ Acre property with  
A-1 zoning.

3. Existing zoning on the site: A-1 Agricultural District

4. Acreage of the site: 5+ Acres.

5. Character of surrounding area:

	Zoning	Jurisdiction	Existing Land Use	Adopted Village Plan
North	A-1	Gilberts	Eagles' Club	Agricultural
South	A-1	Gilberts	Creek + Residential	Agricultural
East	R-2	Gilberts	Residential	Residential
West	R-3	Gilberts	Railroad	Railroad

6. List Controlling Ordinances (annexation agreement, development agreement, site plans, any ordinances annexing or zoning the property etc.): \_\_\_\_\_

Non-Applicable

7. Detailed description of the Special Use requested including type of use, square footage or building or space to be occupied, by the Special Use, hours of operation, and number of parking spaces to be provided: \_\_\_\_\_

(see attached response)

IV. APPLICATION SIGNATURE

I hereby affirm and agree I have full legal capacity to authorize the aforesaid application/petition and that all information here-with listed and any attached exhibits are true and correct to the best of my knowledge. The authorized signer invites the Village of Gilberts representatives to make all reasonable inspections, investigations and pictures of the subject property during the processing period of the Petition. We further agree to pay all fees related to this application as per Village policy, including engineering, legal, plan review or any other ancillary fee as per policy that may arise during the entitlement process. I further understand that these fees include publication expenses.

I further acknowledge that it is the applicant's responsibility to notify property owners within 250 feet of the subject property via certified mail with return receipt of the time, place, and date of any Planning and Zoning Commission public hearing regarding this petition. I further realize the date of the meeting will be established by Village Staff and will be notified of this date once a full application has been received by the Community Development Department.

J. Alvarado  
Applicant Signature

6-11-2020  
Date:

Print Name: Jesus Alvarado

NOTARY:

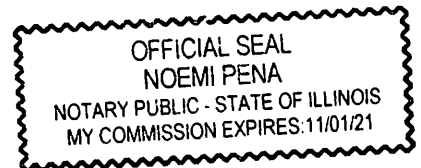
On this 11 day of June, 2020 before me a Notary Public in the State of Illinois personally appeared the above named person, who did sign the foregoing instrument and that the same is a voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal.

Noemi Pena

Notary Public

(Signature, Seal).





STATE OF Illinois )  
 )  
COUNTY OF Kane )  
 )  
Village of Gilberts )

**PETITION TO THE GILBERTS VILLAGE BOARD  
TO GRANT A SPECIAL USE**

THE UNDERSIGNED PETITIONER, the [name or names of owner(s), include business entity any] being owner of record, respectfully petitions the Village of Gilberts to grant a Special Use of the property, commonly known as [address] and legally described on Exhibit "A," and depicted on Exhibit "B," which are both attached hereto and incorporated herein by reference (the "Subject Property") to permit the following uses in accordance with Gilberts Municipal Code:

**[List all requested Special Uses]**

1. chickens & turkeys (poultry)
2. goats & sheep

IN SUPPORT OF THIS PETITION, the Petitioner represents that:

- 1) The Subject Property is currently zoned, pursuant to [cite applicable Zoning authority (i.e. Village or County)];
- 2) The Subject Property consists of approximately 5 acres, and the property is currently used for residential living & horses. [list any structures on the property]
- 3) The existing land uses surrounding the Subject Property include:
  - (a) to the North; Eagles Club (Far North)
  - (b) to the East; 2 Neighbors (Far East)
  - (c) to the South; and Wooded Land
  - (d) to the West. Railroad Tracks

See the attached "Special Use Narrative" providing details on this.

- 4) The Special Use will allow the property to be utilized in the following manner:  
**[provide a detailed description of the square footage by type(s) of uses proposed for any existing or proposed buildings, additions, accessory structures including height of buildings, seating capacity (if applicable), number of parking spaces, etc.)**
  
- 5) The proposed Special Use meets the requirements for granting a Special Use in the Zoning Ordinance because:
  - (a) The establishment, maintenance or operation of the Special Use will not be detrimental to, or endanger the public health, safety, comfort, convenience and general welfare because [or "by"]: *[insert explanation]*; and
  - (b) The Special Use will not be injurious to the use and enjoyment of other property in the immediate area for the purposes already permitted nor substantially diminish and impair property values within the neighborhood because [or "by"]: *[insert explanation]*; and
  - (c) The establishment of the Special Use will not impede the normal and orderly development and improvement of the adjacent property for uses permitted in the district because [or "by"]: *[insert explanation]*.
  
- 6) In conjunction with the Special Use, the petitioner is seeking the following variances to the Gilberts Municipal Code (Zoning Regulations Code):  
  
*[Cite the relevant sections of the Municipal Code to which the variances are being requested]*
  
- 7) The requested variance(s) comply(ies) with the standards for granting a variance as outlined in Section 6-3-5:2 <<<< **VERIFY** of the Zoning Code in the following Manner:
  - (a) The variance is in harmony with the general purpose and intent of this Title because (or "by"): *[insert explanation]*; and
  - (b) Strict enforcement of this Title would result in practical difficulties or impose exceptional "hardships due to special and unusual conditions which are not generally found on other properties in the same zoning district because (or "by"): *[insert explanation]*,' and
  - (c) The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by this Title; and
  - (d) The variance, if granted, will not alter the essential character of the neighborhood and will not be a substantial detriment to adjacent property.

8) Granting the Special Use to permit the construction described above is appropriate because:

*[List factors that demonstrate why the Special Use is appropriate]*

**WHEREFORE**, the Petitioner requests that with respect to the Subject Property, the Village Board and the Planning Commission take action in accordance with the Gilberts Municipal Code to approve an ordinance granting a Special Use in accordance with Exhibit "-" to:

*[repeat the list of requested uses from the Recital Section]*

Respectfully Submitted,

By: *J. Alvarado*

[Type in name of signatory under signature block]

*Jesus Alvarado*

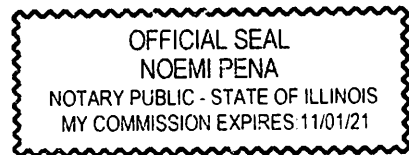
[Type in title or nature of individual (i.e. applicant)]

*APPLICANT*

STATE OF ILLINOIS  
COUNTY OF *Cook*

The foregoing petition was acknowledged before me by *Jesus Alvarado*  
on the *11* day of *June*, 2020 A.D.

By: *Noemi Pena - Notary Public*  
[Type in name of signatory under signature block]  
[Type in title of person notarizing] and Notary Public



*Noemi Pena*

**#7. Detailed Description of the Special Use requested including type of use, square footage or building or space to be occupied, by the Special Use, hours of operation, and number of parking spaces to be provided.**

We are requesting to have 25 chickens, 2 roosters, and 4 turkeys. The designated building for this poultry will be the existing chicken coop, which measures 12x30 square feet. The purpose of these animals is for personal use and consumption of eggs.

Besides this, we would like to have a combination of sheep and goats, totaling 6. These sheep and goats will be kept in the existing 30x27 square foot barn. With this permit, we would like to have the option to, in the future, expand to up to a combined total of 15 sheep and goats, as long as we build a corral to accommodate for the increase in animals.

Hours of operation and number of parking spots do not apply to our request. The existing chicken coop and barn are both located on the far west side of the property.

**Special Use Narrative**  
Our Compliance with UDO Standards 11-11(E) 1a-e

The special use we are applying for is permission to have poultry (chickens & turkeys) as well as goats and sheep on our property at 15N288 Tyrrell Rd. Gilberts, IL. The 5-acre property's zoning is classified as A-1, an agricultural district. The following narrative addresses and outlines how we meet the requirements and standards stated in 1a-e of UDO Code 11-11(E) concerning special use permits.

**E1a.** This special use complies with all provisions of the applicable regulations, since according to "Committee of the Whole Meeting Packet 8/14/2018" found on The Village of Gilberts website, Section 10-2-2 of the UDO states that, A-1 agricultural districts consisting of more than 5 acres are allowed the permitted use of "breeding, keeping, and grazing of livestock, poultry, and other farm animals." Poultry, goats, and sheep fall under that category. Further, the amendment to Section 10-3-3 of the UDO states: "The following uses may be permitted in ~~all residential districts~~ the A-1 Agriculture District, subject to the issuance of a special use permit..." We are complying with this requirement by completing this Application for Special Use. Overall, the special use permit we are requesting complies with A-1 agricultural district regulations regarding permitted uses as stated in Sections 10-2-2 and 10-3-3 of the UDO.

**E1b.** The special use will not be unreasonably detrimental to the value of other properties in the neighborhood or to the public welfare at large. When the surrounding homes were built, our property already had the uses we are requesting. The animals will be kept on the far west side of the property, where there are no immediate residences. On the north and south side there are also no immediate residences. There are only 3 immediately adjacent residential properties on the far east side, but there are trees, shrubbery, and easement creating a barrier between our property and theirs. Since our property is very secluded and distant from those homes, the values of those residential areas should not be affected. In regards to the public welfare at large, it should also not be affected since the animals will be contained on our property, far from our distant neighbors.

**E1c.** The special use will not immediately require the addition of any buildings or constructions. Animals will be kept in the existing 12'x30' chicken coop, 27'x30' barn, and the 50'x20' barn addition. These are all located on the far west side of the property, near the railroad tracks. The operation of the animals will be limited to personal consumption and will not dominate the immediate neighborhoods. Landscaping and screening do not apply to this special use.

**E1d.** Utilities and drainage do not apply to this special because we are not building anything.

**E1e.** Everything will be contained and secluded. We will not be making any structural changes. We are adjacent to 2 A-1 properties and our request should not affect the use of any of the other adjacent properties. We are within the agricultural district and our special use is not extending to the public, it is solely for personal use and should not have any impact on future developments in the surrounding community since it will only remain on our property. We are also not requesting a large amount of animals. We simply would like to use our property with the liberty to exercise its existing uses when we purchased the property.

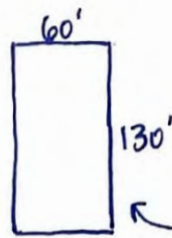
Being residents of Timber Trails for over 18 years, it is also in our interest to preserve the value and quality of our community. Please note that it is our intention to be as reasonable as possible, by limiting this special use for personal purposes, by containing the animals far away from the few adjacent residential homes, and by putting a limit to the number of animals. We in turn kindly ask that you also be reasonable and approve this request which is simply a mere reinstatement of previously existing uses on our property.

Sincerely,

Maria T. Ramos  
Jesus Alvarado

Kaymond Dr

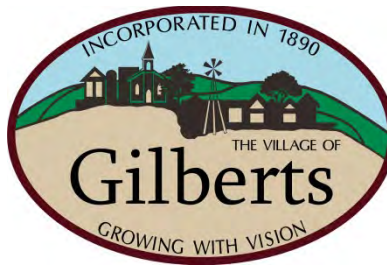
already existing  
barn addition  
(not drawn to scale)



proposed location  
for corral/pen  
(not drawn to  
scale)

\$2:

Union Pacific  
Dyer Creek



**MINUTES FOR VILLAGE OF GILBERTS  
PLAN COMMISSION/ZONING BOARD OF APPEALS MEETING  
Village Hall: 87 Galligan Road, Gilberts, IL 60136  
Meeting Minutes  
Wednesday, December 9, 2020**

**1. CALL TO ORDER**

Chairman Mills called the meeting to order at 7:00 p.m.

**2. ROLL CALL / ESTABLISH QUORUM**

Village Clerk Courtney Baker called the roll. Roll call: Members present: Commissioners Borgardt, Page, Del Vecchio, Lateer, and Chairman Mills. Commissioners McHone and Sullivan were absent. Others present: Village Administrator Brian Bourdeau, Village Attorney Kurt Asprooth, and Village Attorney Julie Tappendorf.

**3. PUBLIC COMMENT**

There were no public comments at this time.

**4. ITEMS FOR APPROVAL**

A. Minutes from the February 12, 2020 Plan Commission Meeting –

**A Motion was made by Commissioner Del Vecchio and seconded by Commissioner Borgardt to Approve Minutes from the February 12, 2020 Plan Commission Meeting.** Roll call vote: Commissioners Borgardt, Page, Del Vecchio, Lateer, and Chairman Mills voted Aye. 0-nays. 0-abstained. Motion carried.

B. Minutes from the November 12, 2020 Plan Commission Meeting –

**A Motion was made by Commissioner Page and seconded by Commissioner Lateer to Approve Minutes from the November 12, 2020 Plan Commission Meeting.** Roll call vote: Commissioners Page, Lateer, and Chairman Mills voted Aye. 0-nays. Commissioners Borgardt and Del Vecchio abstained. Motion carried.

**5. CONTINUATION OF THE NOVEMBER 12, 2020 PUBLIC HEARING AND RECOMMENDATION TO THE VILLAGE BOARD ON A SPECIAL USE APPLICATION CONCERNING THE PROPERTY COMMONLY KNOWN AS 15N288 TYRRELL ROAD TO ALLOW FOR THE KEEPING OF LIVESTOCK AND POULTRY ON A PARCEL OF 5 ACRES OR MORE IN THE A-1 AGRICULTURAL DISTRICT**



Administrator Bourdeau advised the Commission that the applicants have updated their site plan and have addressed concerns that the Commission had such as adding connecting the corral to the west side of the existing barn. There will be a door allowing the animals to move to and from the barn and corral. Fencing details have also been provided as well as informing that the family who lives on the property will be caring for the animals.

Gilberts resident, Dean Stiegemeier, approached the Commission and stated that noise is still a concern as he can hear the rooster every morning. Mr. Stiegemeier also raised the concern of the animals getting loose and going onto the neighbor's yards.

Gilberts resident, Mr. Dooley, approached the Commission and asked who the homeowners are supposed to call if the animals get into their yard. Commissioner Page stated that residents should be able to call the applicants or the family who lives on the property. Administrator Bourdeau advised that residents are recommended to call the Gilberts Police Department if they have any concerns regarding this matter.

Commissioner Del Vecchio asked who would be responsible for the enforcement of the conditions of the permit. Attorney Asprooth stated that if the applicants do not comply with the conditions of the permit, the Village can take it away.

Gilberts residents, Peggy Stiegemeier, approached the Commission and also shared the concerns of the roosters being loud in the early morning which wakes her up. The applicant stated that they can try to keep the roosters and other animals in the barn longer in the morning so as to not wake up the neighbors.

**A Motion was made by Commissioner Lateer and seconded by Commissioner Page to Close the Public Hearing.** Roll call vote: Commissioners Borgardt, Page, Del Vecchio, Lateer, and Chairman Mills voted Aye. 0-Nay. 0-abstained. Motion carried.

After some deliberation, the Commissioners decided on the restrictions that should be included with the approval of this permit.

**A Motion was made by Commissioner Lateer and seconded by Commissioner Borgardt to Approve a Special Use Application Concerning the Property Commonly Known as 15N288 Tyrrell Road to Allow for the Keeping of Livestock and Poultry on a Parcel of 5 Acres or More in the A-1 Agricultural District, Specifically Allowing No More Than 25 Chickens, 2 Roosters, 4 Turkeys, and 15 Sheep and Goats.** Roll call vote: Commissioners Page and Lateer voted Aye. Commissioners Borgardt, Del Vecchio, and Chairman mills voted Nay. 0-abstained. Motion failed.

## **6. PUBLIC HEARING AND RECOMMENDATION TO THE VILLAGE BOARD ON A VARIANCE APPLICATION CONCERNING THE PROPERTY COMMONLY KNOWN AS 182 PARK COURT TO REQUEST APPROVAL OF A VARIANCE TO DECREASE THE REQUIRED REAR YARD SETBACK IN ORDER TO INSTALL A POOL**

**A Motion was made by Commissioner Borgardt and seconded by Commissioner Lateer to Open the Public Hearing.** Roll call vote: Commissioners Borgardt, Page, Del Vecchio, Lateer, and Chairman Mills voted Aye. 0-Nay. 0-abstained. Motion carried.

Administrator Bourdeau advised the Commission that the applicant has requested a variance for the rear yard building setback requirement for purposes of constructing an above-ground pool. The property, located at 182 Park Court, is located in the R-3 Residential zoning district. The property is bounded by Interstate 90 on the south and single-family homes to the north, east and west, which are all also located in the R-3 Residential zoning district. Within the R-3 Residential zoning district, the minimum rear yard setback is 40 feet for residential served by septic and 30 feet for residential served by sewer. The Applicant's residence is serviced with a septic field, requiring a minimum 40-foot rear yard setback. The pool would also sit 17 feet from the interior lot line; however, the minimum required interior yard setback in the R-3 Residential zoning district is 10 feet for residential and therefore, the interior side setback is not a concern. Construction of the pool would be on the northwest corner of the property. Due to the unique nature of the parcel, which narrows toward the east, the primary residential structure covers most of the eastern portion of the property. The southwestern portion is open; however, the residence is served by a raised septic filter bed located in this area. The presence of the septic field prohibits the construction of any structures on that portion of the property. As a result, the only location for a pool would be on the northwest corner of the parcel. Unfortunately, there is insufficient open space to construct the pool on that area of the property and adhere to the district setback requirement for the rear lot line, thereby creating a hardship for the Applicant.

**A Motion was made by Commissioner Del Vecchio and seconded by Commissioner Borgardt to Close the Public Hearing.** Roll call vote: Commissioners Borgardt, Page, Del Vecchio, Lateer, and Chairman Mills voted Aye. 0-Nay. 0-abstained. Motion carried.

**A Motion was made by Commissioner Borgardt and seconded by Commissioner Del Vecchio to Approve the Variance Application as Presented.** Roll call vote: Commissioners Borgardt, Page, Del Vecchio, Lateer, and Chairman Mills voted Aye. 0-Nay. 0-abstained. Motion carried.

## **7. CONSIDERATION AND RECOMMENDATION TO THE VILLAGE BOARD REGARDING THE FINAL PLAT / PUD FOR NEIGHBORHOODS 2A-2 and 2B-1 OF THE CONSERVANCY DEVELOPMENT**

Administrator Bourdeau provided the Commission with background regarding the preliminary site plans for the Conservancy. Administrator Bourdeau advised the Village Engineer and Village Attorney have both reviewed all submitted documents and their recommendations are included within the Plan Commission Packet.

**A Motion was made by Commissioner Page and seconded by Commissioner Lateer to Recommend to the Village Board to Approve of the Final Plat/PUD for Neighborhood 2A-2 with the Conditions Listed on Page 4 of the Staff Memo Dated December 9, 2020.** Roll call vote: Commissioners Borgardt, Page, Del Vecchio, Lateer, and Chairman Mills voted Aye. 0-Nay. 0-abstained. Motion carried.

**A Motion was made by Commissioner Page and seconded by Commissioner Lateer to Recommend to the Village Board to Approve of the Final Plat/PUD for Neighborhood 2B-1 with the Conditions Listed on Page 4 and 5 of the Staff Memo Dated December 9, 2020.** Roll call vote: Commissioners Borgardt, Page, Del Vecchio, Lateer, and Chairman Mills voted Aye. 0-Nay. 0-abstained. Motion carried.

**8. NEW BUSINESS**

Administrator Bourdeau advised the Commission that Staff will be reaching out soon to poll for a quorum for a January, 2021 Plan Commission Meeting.

**9. OTHER BUSINESS**

There were no items to discuss at this time.

**10. ADJOURNMENT**

There being no further public business to discuss, **a Motion was made by Commissioner Page and seconded by Commissioner Lateer to adjourn from the public meeting at 8:18 p.m.** Voice vote of Aye carried unanimously. Motion carried.

Respectfully submitted,

*Courtney Baker*

Courtney Baker  
Village Clerk

UNAPPROVED

**VILLAGE OF GILBERTS**

**ORDINANCE NO. 01-2021**

**AN ORDINANCE APPROVING  
A SPECIAL USE PERMIT AND VARIANCE FOR THE KEEPING OF LIVESTOCK**

*(15N288 Tyrrell Road)*

**WHEREAS**, Jesus Alvarado (“*Owner*”), the owner of the approximately 5.45 acre property located at 15N288 Tyrrell Road, Gilberts, Illinois 60136, which property is more specifically described on **Exhibit A** (“*Property*”), desires to keep livestock, poultry, and other farm animals on the Property; and

**WHEREAS**, the Property is currently zoned in the A-1 Agriculture District, and

**WHEREAS**, Section 2-3(7) of the Gilberts Unified Development Ordinance (“*UDO*”) allows for the breeding, keeping, and grazing of livestock, poultry, and other farm animals (“*livestock*”) as a special use in the A-1 District, but only lots consisting of five more acres; and

**WHEREAS**, the Owner has filed an application for a special use permit to keep certain types of livestock on the Property (“*Special Use*”); and

**WHEREAS**, the Owner also requested a variance from Section 9-3 of the UDO to install a fence around a corral for the proposed livestock on the Property at a height of eight (8) feet (“*Variance*”); and

**WHEREAS**, the Gilberts Plan Commission/Zoning Board of Appeals held a public hearing and reviewed the Owner’s request for the Special Use and the Variance on November 12, 2020, and December 9, 2020, and at the conclusion of the public hearing voted to recommend denial of the Special Use and Variance; and

**WHEREAS**, the Village Board makes the following findings of fact in reference to the application for approval of the Special Use to keep livestock the Property:

1. The proposed Special Use complies with all provisions of the applicable district regulations.
2. The proposed special use will not be unreasonably detrimental to the value of other property in the neighborhood in which it is to be located or to the public welfare at large. The Owner will be required to keep the livestock within the barn and the corral on the Property, and the Owner will only be able to keep a limited number of livestock on the Property.
3. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. The keeping of livestock on the Property will not prevent development use of neighboring properties, and the conditions limiting the

number of livestock and requiring all livestock to be kept within the barn and corral will limit any impacts on the immediate neighborhood.

4. Adequate utility, drainage, and other necessary facilities have been or will be provided. The Owner will be required to build a corral to keep the livestock contained on the Property.
5. The proposed special use, where such developments and uses are deemed consistent with good planning practice, can be operated in a manner that is not detrimental to the permitted developments and uses in the district, can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; shall conform to the applicable regulations of the district; and is deemed essential or desirable to preserve and promote the public health, safety, and general welfare of the Village.

**WHEREAS**, based on the findings of fact detailed above, the Village Board has determined that the Owner's request meets the standards of both state statute and the UDO for approval of the Special Use for the Property, subject to the conditions set forth in this Ordinance; and

**WHEREAS**, the Village Board makes the following findings of fact in reference to the Owner's application for approval of the Variance for the Property:

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district;
- b. The extraordinary or exceptional conditions of the property requiring the request for the Variance were not caused by the Owners, as the request for the increased fence height was made by the Plan Commission/Zoning Board of Appeals in order to ensure proper containment of the livestock on the Property;
- c. The proposed Variance will alleviate a peculiar, exceptional or undue hardship, as distinguished from a mere inconvenience or pecuniary hardship;
- d. The denial of the proposed Variance will deprive the Owners of the use permitted to be made by the owners of property in the immediate area;
- e. The proposed Variance will result in structures that are appropriate to and compatible with the character and scale of structures in the area in which the Variances are being requested; and
- f. There is no other means other than the requested Variance by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property.

**NOW, THEREFORE, 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 are incorporated into this Section 1 as if fully set forth.

**Section 2. Special Use Permit.** Subject to the conditions set forth in Section 4 of this Ordinance, the Village Board of Trustees hereby approves a special use permit pursuant to Section 11-11 of the UDO to allow for the Owner to keep livestock on the Property.

**Section 3. Variance.** Subject to the conditions set forth in Section 4 of this Ordinance, the Village Board of Trustees hereby approves the following variance for the Property:

A variance from Section 9-3(C) of the UDO to allow the corral fence to extend to a height of eight (8) feet instead of the maximum five (5) feet.

**Section 4. Conditions.** The approvals granted pursuant to Section 2 and 3 of this Ordinance are conditioned upon and limited by the following conditions, the violation of any of which shall, in the discretion of the President and Board of Trustees, be grounds for the repeal and revocation of the approvals granted by this Ordinance in accordance with applicable law. In addition, any violation of this Ordinance will be deemed a violation of the UDO and subject the Owner to enforcement proceedings accordingly.

- A. **Permitted Types and Number of Livestock.** The maximum number of livestock permitted on the Property will be as follows:
- 25 chickens
  - 4 turkeys
  - 2 roosters
  - 6 goats or sheep (overall number limited to 6)
- B. **Prohibition on Additional Livestock.** No other types of livestock besides chickens, turkeys, roosters, goats, and sheep may be kept on the Property. No more than the maximum number of livestock specified in Section 4(A) of this Ordinance may be permitted on the Property without an amendment to the Special Use Permit.
- C. **Corral Construction.** The owner must construct a corral that is connected to the existing barn on the Property. The corral must have a fence that is eight (8) feet in height, and has chicken wire extending up to a height of at least six (6) feet.
- D. **Restricted Hours.** The livestock on the Property are permitted to be outside of the barn and in the corral only between the hours of 8:00 a.m. and 8:00 p.m. The livestock must remain inside the barn at all other hours of the day.
- E. **Prohibition on Slaughtering.** No slaughtering of livestock is permitted on the Property.
- F. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Property pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid

for, and granted in accordance with applicable law.

- G. Compliance with Laws. The UDO, the Building Code, and all other applicable Village ordinances and regulations shall continue to apply to the Property, and the development and use of the Property must comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction, including any and all applicable laws regulating the keeping of livestock on the Property.

**Section 5. Failure to Comply.** Upon failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals in Section 2 and Section 3 this Ordinance for the Property (“*Conditioned Approval*”), will, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees will not revoke the Conditioned Approval unless it first provides the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the A-1 Zoning District, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement action as may be appropriate under the circumstances. The Owner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 5, and agree not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Owner required by this Section 5 is given.

**Section 6. Binding Effect; Non-Transferability.** The privileges, obligations, and provisions of each and every section of this Ordinance are for the sole benefit of, and shall be binding on, the Owner. Nothing in this Ordinance will be deemed to allow this Ordinance to be transferred to any person or entity without a new application for approval for any person or entity other than the Owner.

**Section 7. 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 8. Repeal and Saving Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

**Section 9. Effective Date.** Upon its passage and approval according to law, this Ordinance shall, by authority of the Board of Trustees, be published in pamphlet form; provided, however, that this Ordinance shall be of no force or effect unless and until the Owner has executed and filed with the Village its unconditional agreement and consent, in the form attached to this Ordinance as **Exhibit B**, within 30 days following the passage of this Ordinance.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, pursuant to roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Kurt Kojzarek	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

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

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Courtney Baker

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



**Exhibit A**

*Description of the Property*

*Common Address:* 15N288 Tyrrell Road, Gilberts, IL 60136

*PINs:* 02-25-400-016

**Exhibit B**

**Unconditional Agreement and Consent**

Pursuant to Section 9 of Ordinance No. \_\_\_\_\_, and to induce the Village to grant the approvals provided for in that Ordinance, the undersigned acknowledges for itself and its successors and assigns in title to the Property that it:

- 1. has read and understand all of the terms and provisions of Ordinance No. \_\_\_\_\_;
- 2. hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of this Ordinance, the UDO, and all other applicable codes, ordinances, rules, and regulations;
- 3. acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s issuance of any permits for the use of the Property, and that the Village’s issuance of any permit does not, and shall not, in any way, be deemed to insure the owner or lessee against damage or injury of any kind and at any time;
- 4. acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right; and
- 5. represents and acknowledges that the person signing this Unconditional Agreement and Consent is duly authorized to do so on behalf of the Owner.

**Jesus Alvarado**

\_\_\_\_\_

Date: \_\_\_\_\_





## Village of Gilberts

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

**To:** Village President and Board of Trustees  
**Cc:** Brian Bourdeau, Village Administrator  
**From:** Riley Lynch, Administrative Intern  
**Date:** January 5, 2021 Village Board Meeting  
**Re:** Item 5.A: Ordinance Authorizing a Water Tower Lease Agreement with Verizon Wireless

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### Background

The Village was approached by Verizon with an interest in negotiating a new lease on the Indian Trails Water Tower (598 Sleeping Bear Trail) to continue their use of the space for their cellular equipment. The Village and Verizon previously had a lease agreement for this tower approved in 2001 (Ordinance 01-32). However, that lease will end in October 2021. This new lease agreement will continue Verizon's use of the water tower for a period up to 25 years after the commencement date of November 1, 2021.

Over the past several weeks, staff, the Village attorney and representatives of Verizon have discussed the proposed terms of the agreement. The agreement is now presented to the Board for review and approval. A general outline of the lease terms is included below. A copy of the proposed agreement and engineering plans is included as part of your packet.

1. Initial term of 5 years with 4 automatic renewals of 5 years each for a total term of 25 years.
2. Initial rent of \$32,659.20 annually, paid in monthly installments of \$2,721.60. The rent shall increase each term (5 years) by 15% over the previous term. An outline of the total annual payments for the initial lease term are outlined below:

	<b>Annually</b>	<b>Monthly</b>
Term 1	\$32,659.20	\$2,721.60
Term 2	\$37,558.08	\$3,129.84
Term 3	\$43,191.79	\$3,599.32
Term 4	\$49,670.56	\$4,139.21
Term 5	\$57,121.14	\$4,760.10

While the equipment will reside on the water tower, they are not related to the provision or delivery of water or sewer services, making the lease revenue eligible to be placed in the General Fund (account 01-00-3480 Antenna Rental), unless otherwise directed by the Board.

3. The proposed lease provides for the reimbursement of legal and professional costs, including the draining of the water tower if necessary.

4. Prior to the installation of any additional equipment all plans must be reviewed and approved by the Village's engineer.
5. The lease provides for the necessary indemnifications and insurance coverage from Verizon.
6. The proposed agreement does protect the Village's ability to conduct work on and maintain the water tower with appropriate notice to Verizon.

The proposed agreement has already been executed by Verizon. If approved by the Village Board, the Village will execute the agreement and the lease renewal will commence November 1, 2021.

### **Recommendation**

It is recommended the Board approve the proposed Water Tower Lease Agreement with Verizon for an initial five-year term, with four five-year renewal terms.

### **Attachments**

- 1) Proposed Water Tower Lease Agreement.

**VILLAGE OF GILBERTS**

**ORDINANCE NO. 02-2021**

**AN ORDINANCE APPROVING A WATER TOWER LEASE AGREEMENT WITH CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**

**WHEREAS**, the Village of Gilberts (“*Village*”) is an Illinois municipal corporation lawfully organized and existing under the Constitution and laws of the State of Illinois; and

**WHEREAS**, Chicago SMSA Limited Partnership d/b/a Verizon Wireless (“*Tenant*”), is a corporate entity with a principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920; and

**WHEREAS**, the Illinois Municipal Code (65 ILCS 5/11-75-1) authorizes the Village to lease the space above and around buildings located on land owned by the Village to any person for any term not exceeding 99 years; and

**WHEREAS**, the Village has negotiated with the Tenant a certain lease (“*Lease*”) to allow the Tenant to mount equipment on and around the Village’s water tower on the property commonly known as 598 Sleeping Bear Trail, Gilberts, IL 60136 (“*Property*”), for the construction, operation, and maintenance of Tenant’s telecommunications facilities and appurtenant improvements; and

**WHEREAS**, the Village President and Board of Trustees have reviewed the Lease and find that granting the Lease to the Tenant is in the best interest of and shall advance the health, safety and welfare of the Village;

**NOW, THEREFORE, 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 are incorporated into this Section 1 as if fully set forth.

**Section 2. Lease Approval; Authorization.** The Village President and Board of Trustees hereby exercise the power and authority described in Section 11-75-1 of the Municipal Code to approve the Lease with the Tenant for the Property, a copy of which is attached hereto and incorporated herein as **Exhibit A**. The Village President and Board of Trustees further direct and authorize the Village Administrator and Clerk to sign and attest such Lease in the manner required by law.

**Section 3. Repeal.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent and only to the extent they are in conflict with this Ordinance.

**Section 4. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, pursuant to roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Kurt Kojzarek	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

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

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Courtney Baker

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

**EXHIBIT A**

*Lease*



## WATER TOWER LEASE AGREEMENT

THIS WATER TOWER LEASE AGREEMENT (the "Lease"), made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, between **The Village of Gilberts**, an Illinois municipal corporation, with an address as stated in Section 1.1, (hereinafter designated "Landlord"), and **Chicago SMSA Limited Partnership d/b/a Verizon Wireless** with its principal address as stated in Section 1.5 (hereinafter designated "Tenant"). The Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### 1: Lease Summary

- |                         |  |  |
|-------------------------|--|--|
| 1.1                     | Landlord and Contact Person<br><br>Brian Bourdeau, Village Administrator<br>Village of Gilberts<br>87 Galligan Road<br>Gilberts, IL 60136          | With a copy to:<br><br>Reserved  |
| 1.2                     | Taxpayer ID.<br><br>Reserved   | 1.6 Property Identification Number<br><br>03-19-351-007  |
| 1.3                     | Tenant.<br><br>Chicago SMSA Limited Partnership<br>d/b/a Verizon Wireless  | 1.7 Commencement Date. November 1, 2021.<br><br>1.8 Initial Term. Five (5) years.  |
| 1.4                     | Tenant's Contact Person.<br><br>Network Operations Center<br>(800) 852-2671/(800) 621-2622   | 1.9 Initial Term Rent. \$32,659.20 annually, \$2,721.60 monthly  |
| 1.5                     | Tenant's Address<br><br>One Verizon Way<br>Mail Stop 4AW100<br>Basking Ridge, NJ 07920   | 1.10 Renewal Terms. Four (4) five (5) year renewal terms.<br><br>1.11 Property. Landlord is the owner of a parcel of land (the "Property") commonly known as 598 Sleeping Bear Trail, Gilberts, IL 60136. The Property is more particularly described in Exhibit A annexed hereto.   |
| With written notice to: | Chicago SMSA Limited Partnership<br>d/b/a Verizon Wireless<br>180 Washington Valley Road<br>Bedminster, NJ 07921<br>Attention: Network Real Estate | 1.12 Premises. Landlord hereby leases to and Tenant leases from Landlord, that part of the water tower located on the Property ("Water Tower") required for operation and maintenance of Tenant's Equipment, as defined herein below, and such parcels of real estate on the Property, measuring 1575 square feet (the "Leased Area"), and all access, utility easements, and landscaping easements, including but not limited to an 8' wide utility |

easement and 12' wide access easement, (collectively, the "Premises") as depicted on Exhibit B annexed hereto.

1.13 Lease. This Water Tower Lease Agreement including Exhibits A, B and C.

## 2: Term and Rent

2.1 **Initially.** The initial term of this Lease shall be for five (5) years and terminating on the fifth anniversary of the Commencement Date (the “Initial Term”), unless otherwise terminated as provided in Section 18.

2.2 **Option to Extend.** The term of this Lease shall automatically renew for four (4) additional terms of five (5) years (“Renewal Terms”) each following the Initial Term at the monthly rent stated below and otherwise upon the same terms and conditions stated in this Lease. The Initial Term and the Renewal Terms are referred to hereinafter collectively as the “Term.” If Tenant desires not to extend any subsequent term of this Lease it shall give Landlord written notice of its intention not to extend the term at least sixty (60) days prior to the expiration of the then current term whereupon the Lease shall be deemed canceled upon the expiration of the then current term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy, terminable upon thirty (30) days written notice, with rent increased to 125% and otherwise under the same terms and conditions of this Lease.

### 2.3 Rent Increases/Payment Bonds.

(a) The rent for the Initial Term is equal to \$2,721.60 per month. On the first day of each Renewal Term, the rent shall increase by 15% over the rent of the five-year term.

(b) Reserved.

(c) In order to further assure Landlord that the Tenant’s improvements will be properly removed, and the Premises returned to Landlord in accordance with this Lease, Tenant shall deposit with Landlord on or prior to the Commencement Date a surety bond in the amount of Five Thousand Dollars (\$5,000.00) as security for its obligation to remove its equipment and improvements and restore the Premises at the termination of this Lease as provided in Section 18.3. Landlord shall be the named obligee on the bond. At the end of the Term of this Lease, if Tenant has not removed all improvements on the Premises and restored same to the condition required in this Lease within ninety (90) days of the expiration or earlier termination of this Lease, then upon ten (10) days prior written notice to Tenant, Landlord may draw on the bond to remove the improvements and restore the Premises as necessary. Nothing contained herein shall be construed to limit Landlord’s damages to the amount of the bond if it is forced to removed Tenant’s improvements and/or restore the Premises.

(d) Reserved.

## 3: Reimbursement of Costs.

Tenant agrees to reimburse Landlord for all reasonable legal and professional fees associated with this Agreement. The total amount for reimbursement costs as specified in this Section 3 shall not exceed \$2,000.00

#### **4: Methods of Payment.**

4.1 **First Rent Payment.** Not later than Fourteen (14) business days after the Commencement Date, Tenant shall pay Landlord rent for the first month of the Initial Term.

4.2 **Subsequent Monthly Rent Payments.** Effective with the first (1st) day of the second (2<sup>nd</sup>) month of the Term (after the First Rent Payment) rent shall be payable monthly in advance on the first (1st) day of each calendar month. Rent for any fractional month at the beginning or at the end of the Term shall be prorated. Rent payments made after the tenth (10<sup>th</sup>) day of the month shall be considered late (hereinafter "Late Payments"). Late Payments shall be subject to a processing fee of one and one half percent (1.5%)

4.3 **Location for Payment.** All rent shall be paid to Landlord at the Address set forth above or to another person, firm or place which the Landlord may from time to time designate in writing at least forty- five (45) days in advance of a rent payment date.

#### **5: Use of Property.**

Tenant may use the Property for its own lawful telecommunications purposes and related site preparation, improvements and maintenance purposes in strict accordance with the plans attached hereto as Exhibit C, local rules and governmental regulations, and such use shall not interfere with Landlord's use of the Property (i.e., if Tenant is making improvements to the Property, Tenant cannot place equipment or materials in such a manner as to block Landlord's access or affect the operation of the Water Tower). Landlord agrees to cooperate with Tenant, at Tenant's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises. Tenant's use of the Premises (see Plans Exhibit C) shall be exclusive, subject to the co-location of other carriers.

Tenant does not object to and will make reasonable efforts to allow co-location of other wireless telecommunication companies on the Water Tower, provided that such installation does not cause radio frequency or other interference with Tenant's Facilities, use or operations. No collocation or sublease of the Premises shall be permitted unless the collocater or subtenant first executes a ground lease agreement with Landlord.

## 6: Tenant's Installation.

6.1 **Improvements.** Tenant has the right to erect, maintain and operate on the Premises communications facilities, antenna structure, antennas, electronic equipment, air conditioned equipment shelter, back-up power generator, radios, other personal property, fixtures, cables, transmission lines, utilities lines and any other appurtenant improvements (collectively, the "Facilities" or "Equipment"), given Tenant first shall obtain a building permit from the Village of Gilberts prior to any construction activities conducted by Tenant. Tenant may from time to time replace any of these items with new or different items with the substantially similar specifications so long as their installation is otherwise in compliance with this Lease and applicable laws, ordinances and codes. Tenant's installation shall not interfere with Landlord's use of the Property. Within thirty (30) days from the date of completion of any construction activity (or as soon as possible thereafter weather conditions permit), whether upon installation or later maintenance, repair and replacement, Tenant shall restore or cause to be restored to the reasonable satisfaction of Landlord, the Premises and any other affected areas of the Property, including without limitation any and all landscaping, as nearly as may be, to the same condition that existed immediately prior to the commencement of such activities by Tenant, reasonable wear and tear or damage by casualty not caused by the Tenant excepted.

If Tenant desires to make any interior or exterior improvements which vary from plans attached hereto as Exhibit C, the plans for such improvements shall be submitted to and are subject to Landlord's approval, such approval not to be unreasonably denied. As used in this paragraph, improvements do not include the replacement of existing equipment with new or similar equipment.

6.2 **Compliance with Law.** Tenant undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, installation of Tenant's Facilities and compliance with all code requirements and regulations of governmental authorities having jurisdiction over the construction, maintenance and repair of Tenant's Facilities, including but not limited to compliance with laws or regulations effecting construction of public buildings and service areas used by public employees, and Tenant agrees to promptly remedy or correct any deficiencies with such compliance. The installation shall be processed pursuant to permit and conducted by authorized and licensed personnel. The construction work shall proceed without interference or disruption, or minimization of same, to the current operations of the Landlord.

6.3 **Lien-Free Work.** Tenant shall (a) pay prior to delinquency all costs and expenses of work done or caused to be done by Tenant in the Premises; (b) keep the title to the Property and every part thereof free and clear of any lien or encumbrance in respect of such work; and (c) indemnify and hold harmless Landlord against any claim, loss, cost, demand (including reasonable legal fees), whether in respect of liens or otherwise, arising out of the supply of material, services, or labor for such work. Tenant shall immediately notify Landlord of any lien, claim of lien, or other action of which Tenant has constructive or actual knowledge and which affects the title to the Property or any part thereof, and shall cause the same to be removed within thirty (30) days after notice (or such additional time as Landlord may consent to in writing), either by paying and discharging such lien or by posting a bond or such other security as may be reasonably satisfactory to the Landlord. If Tenant shall fail to remove same within with said time period, Landlord may take such action as Landlord deems necessary to remove the same and the entire cost thereof shall

be due and payable by Tenant to Landlord as additional rent and shall be due and payable in full no later than sixty (60) days from receipt of the invoice for such costs.

**6.4 Drawings; Approval.** Prior to the application for any building permit for installation or replacement of Tenant's Facilities, Tenant shall submit Tenant's construction and antenna drawings to Landlord to approve the construction and antenna installations. Landlord shall review such drawings within twenty (20) working days of receipt of plans. If Landlord does not request changes within such 20-day period, approval shall be deemed given. Such approval shall not be unreasonably denied and shall be deemed conceptual and programmatic only and shall not relate to structural or other building code compliance. Nothing in this Section shall be deemed to be a substitute for or waive or reduce applicable regulatory reviews, inspections and approvals.

Notwithstanding the foregoing, Tenant shall not be required to submit construction and other drawings to Landlord for approval for routine maintenance or repair to Tenant's Equipment. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that Tenant shall be entitled to continue to operate all Equipment it has installed at the Premises as of the Commencement Date, regardless of whether such Equipment is shown on Exhibit C.

**6.5 Workmanlike Construction.** Tenant agrees that all work performed under this agreement shall be completed in a neat, workmanlike manner consistent with good engineering practices. All costs for the installation, maintenance and repair of Tenant's Facilities, including, but not limited to, the cost of extending electrical service to Tenant's Equipment, will be paid by the Tenant. Tenant shall maintain the Premises in a clean and orderly manner.

**6.6 Title to Various Items.** Landlord shall, at all times, be the sole and exclusive owner of the Property. The Tenant shall at all times be the sole and exclusive owner of Tenant's Facilities. All of Tenant's Facilities shall remain Tenant's personal property and are not fixtures.

**6.7 Utilities.** Tenant shall pay for the electricity it consumes in its operations at a rate charged by the servicing utility company. The Parties acknowledge that Tenant shall continue to draw electricity, by separate meter, and other utilities from the existing utilities on the Property or obtain separate utility service from any provider that will provide service to the Property (including a standby power generator for Tenant's exclusive use). Landlord agrees to sign such documents or easements as may be required by said provider to provide such service to the Premises, including the grant to Tenant or to the provider at no cost to the Tenant, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein.

**6.8 Landlord Maintenance.** The Landlord reserves the right to perform, at its sole expense, structural repairs, maintenance or cosmetic maintenance, including painting, on its Water Tower structure or the Property. Landlord shall give Tenant at least one hundred eighty (180) days' prior written notice of the intended work. Tenant shall, at Tenant's cost and expense, temporarily relocate and continue to operate its antennas, or otherwise to secure the Facilities generally, to protect them from damage and to allow Tenant's continued operation. Tenant will be permitted to install a reasonably necessary temporary facility on the Property to keep its Facilities operational, provided it complies with the non-disturbance provisions of this Agreement and provided such temporary relocation and/or facility is similar to Tenant's is fully compatible for

Tenant's use, in Tenant's reasonable determination. In the event the operation of Tenant's Facilities is interrupted during any temporary relocation required to accommodate Landlord's repairs or maintenance, the rent shall abate on a pro rata basis during the period of such interruption. Any repairs or maintenance will be conducted by Landlord as diligently and expeditiously as possible. Upon the completion of Landlord's repairs or maintenance, Tenant shall be permitted to return to its original location from the temporary relocation or facility.

#### **7: Taxes.**

Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property. Tenant shall not be responsible for any real estate, special assessments or similar taxes relating to the Property except to the extent permitted by statute for the value of Tenant's leasehold estate.

If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the real property taxes and special assessments now imposed on the real property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real property taxes.

#### **8: Indemnification.**

Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of any acts or omissions in the operations or activities on the Property for which the indemnifying party, or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, may be held liable under the laws of the State of Illinois, or a breach of any obligation of the indemnifying party under this Lease, specifically including Tenant's obligation to provide Landlord with notice of any lapse in insurance coverages required by Article 9 hereof. If Tenant fails to provide the notice required by Section 9.4 hereof, and any required insurance lapses, the indemnification obligations of this Article 8 shall include losses incurred by Landlord for Tenant's failure to provide the required notice. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon its receiving written notice within sixty (60) days of any event giving rise to an obligation to indemnifying the other party. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Not in limitation of the foregoing, Tenant agrees to pay for any costs incurred by the Landlord, including but not limited to attorneys' fees, experts' fees, and other related costs associated with administrative hearings or litigation in the event any suit is filed or claim made by a third party regarding the manner of use and possession of the Leased Premises authorized by this Agreement, except for those suits or claims that may be due to or caused by the willful or malicious acts of Landlord or its agents. The parties agree that Tenant shall be permitted to obtain the legal counsel of its choosing for the defense against such suits or claims as contemplated by this paragraph. . Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Tenant and

Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability. Additionally, neither party shall be required to indemnify the other for negligence or willful misconduct of such party, or its employees, contractors or agents.

## 9. Insurance.

9.1 **Types; Limits.** During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(a) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with limits of One Million Dollars (\$1,000,000) each accident/disease/policy limit.

(b) Commercial general liability insurance with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage, Five Million Dollars (\$5,000,000.00) general aggregate including personal and advertising, blanket contractual liability insurance, products and completed operations liability, independent contractor's liability and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(c) Commercial automobile liability insurance in an amount of Five Million Dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents.

(d) Excess umbrella insurance providing coverage over the commercial general liability, automobile liability and employer's liability coverage required herein, with limits, on an occurrence basis and in the aggregate, of Two Million Dollars (\$2,000,000.00).

(e) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tenant's Facilities. Upon completion of the installation of the Tenant's Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Tenant's property. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(f) All policies other than those for Worker's Compensation shall be written on an occurrence and not a claims-made basis.

(f) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.



9.2 **Additional Insureds.** All policies, except for property, business interruption and worker's compensation and employer's liability policies, shall include Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commission and employees as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds") as respects this Lease on primary and non-contributory basis. The foregoing insurance coverages shall also contain a severability-of-interests clause.

9.3 **Evidence of Insurance.** Certificates of insurance for each insurance policy and blanket additional insured endorsement required to be obtained by Tenant in compliance with this Section, along with written evidence of payment of required premiums shall be filed and maintained with Landlord upon Landlord's request, no more than annually, during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

9.4. **Cancellation of Policies of Insurance.** Upon receipt of notice from its insurer(s), Tenant shall provide Landlord with thirty (30) days' prior written notice of cancellation of any required coverage.

9.5 **Insurance Companies.** All insurance shall be effected under valid and enforceable policies, insured by insurers authorized to do business by the State of Illinois or surplus line carriers on the State of Illinois Insurance Commissioner's approved list of companies qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-VII or better by A.M. Best Company.

9.6. **Deductibles.** If any of the foregoing insurance policies are written with deductibles or retentions, Tenant agrees to indemnify and save harmless Landlord and Additional Insureds from and against the payment of any deductible or retention and from the payment of any premium on any insurance policy required to be furnished by this Lease.

9.7. **Contractors.** Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, substantially the same coverage with substantially the same limits as required of Tenant.

9.8. **Review of Limits.** Once during each Renewal Term, Landlord and Tenant shall mutually determine whether to make any increases in Tenant's insurance policy limits, in accordance with generally accepted industry standards, for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amount of said insurance increases, then Tenant agrees that all insurance policy limits as set forth in this section shall be adjusted for increases in the cost of living (in the same per).

9.9 **Non-Waiver.** Under no circumstances shall the Landlord be deemed to have waived any of the insurance requirements of this Lease by: (A) allowing any work to commence before receipt of certificates of insurance or additional insured endorsements; (B) by failing to review any certificates or documents received; or (C) by failing to advise the Tenant that any certificate of insurance fails to contain all of the required insurance provisions or is otherwise deficient in any manner. The Tenant agrees that the obligation to provide the insurance required

by these documents is solely Tenant's responsibility and that Tenant's obligations cannot be waived by any act or omission of the Landlord.

### **10. Landlord's Representations.**

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

10.1 **Authority.** Landlord is solvent and the owner of the Property in fee simple. Landlord has full authority to execute, deliver, and perform this Lease and is not in default of any mortgage affecting this Property.

10.2 **No Condemnation.** Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Property, or any part, instead of condemnation.

10.3 **No Unrecorded Liens.** Landlord has not performed and has not caused to be performed any work on the Property during the six months preceding the date of this Lease which could give rise to any mechanic's or materialmen's liens. There are no unrecorded easements or agreements affecting the Property.

10.4 **Maintenance.** Landlord will maintain and repair the Property and access thereto, the Water Tower, and all areas of the Premises where Tenant does not have exclusive control, as required by, and in compliance with, applicable law.

### **11: Easements.**

11.1 **Granted.** For the Term, Landlord grants to Tenant, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit "B". Tenant and its authorized representatives shall have the right of ingress and egress to and from the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes under or along a twelve (12') foot wide non-exclusive easement extending from the nearest public right of way to the demised Premises. Notwithstanding the preceding sentence, all non-emergency work capable of being scheduled in advance shall only occur between 8:00 a.m. and 6:00 p.m.; only emergency repairs may be conducted between 6:00 p.m. and 8:00 a.m. All utilities for Tenant's Facilities will be constructed or installed so as to be underground. Any installation activity shall be coordinated with Landlord so as not to disrupt Landlord's activities. To the extent practicable, all easements herein described shall be parallel and coterminous so as to cause the least interference with the Landlord's use of the Property.

11.2 **Modifications.** If subsequent to the date of this Lease it is reasonably determined by Tenant that any access or utility easement obtained does not or no longer adequately serves the Premises and Tenant's use thereof, Landlord agrees to cooperate with Tenant to relocate such easements where practical at Tenant's sole cost and expense. In the event the Landlord is unable to relocate any of the necessary easements, then at Tenant's option this Lease may be terminated upon thirty (30) days prior written notice to Landlord. Notwithstanding anything to the contrary

contained herein, Tenant shall be required to restore the location of the prior easement to its original condition, reasonable wear and tear excepted. If such prior easement was used by parties other than Tenant, Tenant and such parties shall share pro-rata in the costs to restore.

## **12: Assignment.**

Tenant may not assign, sublease or otherwise transfer all or any part of its interest in the Lease or in the Property without the prior written consent of Landlord; provided, however, that Tenant may assign or sublet its interest without consent to (i) any entity in which Tenant directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in tenant; (iii) any entity directly or indirectly under common control with Tenant; and/or (iv) any entity which acquires all or substantially all of Tenant's assets in the market defined by the FCC in which the Property is located by reason of merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporation dissolution of Tenant shall constitute an assignment hereunder.

Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

Landlord may assign this Lease upon written notice to Tenant, subject to the assignee assuming all of Landlord's obligations herein, including but not limited to, those set forth in Section 27 below. Upon assignment by either Tenant or Landlord such party shall be relieved of all future performance, liabilities, and obligations under this Lease.

## **13: Defaults.**

**13.1 By Tenant.** In the event of default under this Lease by Tenant, Landlord shall be entitled to remedies as shall then be provided by law; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default to Tenant and the nature of the default and Tenant shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default, in addition to any other remedies available to Landlord, the Landlord may elect to commence eviction proceedings provided, however, Tenant shall be permitted a 90 day stay from receipt of a notice of eviction at 110% of the then current monthly rent to find an alternative site.

**13.2 By Landlord.** If Landlord defaults in any of its obligations under this Lease, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's costs and expenses of doing so. Notwithstanding the foregoing, in the event of a default under this Lease, Tenant shall give to Landlord written notice of the default specifying the nature of the default and Landlord shall have thirty (30) days (or, if the default cannot be cured

within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after the receipt of the notice within which to cure the default, during which time no remedy may be pursued or implemented. If Landlord fails to cure a default, in addition to any other remedies available to Tenant, the Tenant may elect to terminate this Lease. These are the sole remedies available to Tenant, the sum of which shall not in any event exceed the total amount of rent due and payable under this Lease.

#### **14: Condemnation.**

In the event of condemnation, Tenant's share of any condemnation award or proceeds from sale in lieu of condemnation shall be limited to compensation for Tenant's leasehold interest, antennae, improvements, transmission lines, loss of business and equipment, and Tenant's costs of relocation. Tenant shall not receive any part or portion of condemnation award or sales proceeds relating to compensation for Property owned by the Landlord.

#### **15: Casualty.**

In the event of damage by fire or other casualty to the Water Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, then Tenant may, within sixty (60) days following such fire or other casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its operation at the Premises, terminate this Lease upon fifteen (15) days prior written notice to Landlord. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Tenant's use of the Premises is impaired.

#### **16: Quiet Enjoyment.**

Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the observance and performance of the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person and Landlord shall perform all of its obligations under this Lease.

#### **17: Subordination, Non-Disturbance and Attornment.**

Tenant shall enter into recordable subordination, non-disturbance and attornment agreements with the holders of any mortgage, trust deed, installment sale contract or other financing instrument dated after the date of this Lease, on Tenant's commercially reasonable form.

#### **18: Termination.**

**18.1 By Tenant.** In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this Lease: (a) at any time for any reason upon sixty (60) days written notice to Landlord and payment of six (6) months rental, or (b) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's inability to secure necessary zoning and/or Tenant has lost, been denied or failed to satisfy any necessary authorization to use the Property as contemplated in this Lease, or (ii) if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies or, (iii) if Tenant determines that the Premises are not appropriate for its operations for technological reasons, including, without limitation, signal interference. Economic hardship shall not be grounds for termination for cause.

**18.2 By Landlord.** Landlord may terminate this Lease if (i) there is a written, reasonable determination by a qualified engineer (using appropriate instruments which are properly calibrated) that the power density levels emitted from Tenant's Equipment located on the Property exceed the FCC maximum permissible exposure level limitation which pertain to the general public and as is specified in the applicable FCC regulations regarding uncontrolled areas and (ii) the Tenant is unable to bring its Equipment into compliance with such standard within sixty (60) days after receipt of a written copy of Landlord's engineering findings; or if Tenant abandons the leased Premises for a period of twelve (12) consecutive months.

In the event the Landlord determines, in its sole discretion, to decommission and remove the Water Tower, the Landlord reserves the right to require Tenant, upon twelve (12) months' prior written notice and at Tenant's expense, to remove Tenant's Facilities and relocate Tenant's Facilities to a new location owned by the Landlord as mutually agreed to by the Parties. If the Parties cannot agree on a substitute location for Tenant's Facilities, Tenant may terminate this Agreement upon ninety (90) days' prior written notice to Landlord.

**18.3 Removal of Equipment.** Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Tenant shall at its sole expense remove from the Property all of its antennae, antenna structures, transmitting and receiving equipment, transmitting lines, and other personal property, fixtures and other improvements. Tenant shall have up to ninety (90) days after the effective date of the expiration, termination, cancellation to complete removal of all items. If Tenant requires any of the ninety (90) day period after the effective date for the removal, Tenant shall pay Landlord the then current monthly rent in advance for each thirty (30) day period or portion thereof Tenant requires to complete the removal. Tenant shall be required to remove only its Equipment, including radio cabinets, antennas, connecting cables, and other personal property. Tenant shall not be required to remove any equipment platforms, slabs, concrete pads, foundations, below-grade improvements, underground utilities, or related infrastructure which has been installed for or by existing tenants.

## **19: Cooperation.**

Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request. At any time after the date of this Lease or the Commencement Date, either party

shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease.

**20: Lease Construction.**

This Lease shall be construed in accordance with the laws of the State of Illinois. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect. This Lease has been prepared by both parties and shall not be construed under the rule of construction whereby a document is construed against the author thereof.

**21: Entire Binding Understanding; No Oral Modification.**

All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant and approved in the manner required by law.

**22: Successors.**

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord.

**23: Notices.**

All notices, requests and other writings required under this Lease (including any notices of termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

**24: Performance.**

Time is of the essence in this Lease.

**25: Broadcast Interference.**

25.1 **Definition.** As used in this Lease, "interference" with a broadcasting activity means:

- (a) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or

(b) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.

## 25.2 **Interference.**

(a) Tenant shall operate Tenant's Facilities in a manner that shall not cause physical, mechanical, radio frequency or signal interference to Landlord and other tenants or licensees of the Property, provided that their installation predates the installation of Tenant's Facilities and as long as those existing tenants or licensees continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. All operations by Tenant shall be in compliance with all Federal Communication Commission ("FCC") requirements.

(b) Landlord shall not permit itself, its tenants or licensees to install new equipment on the Property if such equipment is likely to cause physical, mechanical, radio frequency or signal interference with Tenant's operations. Such interference shall be deemed a material breach by Landlord. In the event interference occurs, Landlord agrees to take all reasonable steps necessary to eliminate such interference in a reasonable time period, including providing notice to other tenants, lessees or licenses suspected of causing interference to Tenant's Facilities or Tenant's operations within 24 hours following Landlord's receipt of notification from Tenant of such interference. Landlord shall have the right to install equipment that is in compliance with all FCC standards and regulations. Notwithstanding anything herein to the contrary, Landlord specifically reserves the right to install and co-locate public safety equipment on the Property for the purpose of improving police and fire dispatch services and such equipment shall enjoy absolute priority with respect to interference, provided that such equipment is operating within its FCC-licensed spectrum.

(c) Should Landlord claim interference with their existing uses due to Tenant's Facilities, Tenant shall, at its sole cost and expense, cooperate with Landlord to determine if Tenant's Facilities are the source of such claimed interference. Such cooperation shall include but not be limited to inter-modulation studies. Should it be determined by such studies that such interference is directly attributable to the operations of the Tenant's Facilities on the Property, Tenant, at its sole cost and expense, shall use its best efforts in taking measures to modify the Tenant's Facilities in order to mitigate such interference to Landlord's reasonable satisfaction.

(d) Tenant's Equipment may not cause any interference to the operation of any public safety equipment such as police, fire department and 9-1-1 dispatch, as long as such equipment is operating within applicable legal guidelines and requirements. In the event Landlord's emergency radio systems cause interference to Tenant's Facilities, Landlord will work with Tenant to secure a reasonably acceptable alternate location on Landlord's property that is suitable for Tenant's use and acceptable to Landlord if such interference occurs. In the event Landlord's emergency radio systems cause interference to Tenant's Facilities, Tenant's sole remedy shall be to terminate this Lease upon prior written notice

to Landlord. Alternatively, Landlord may work with Tenant to secure an alternate location on Landlord's property that is suitable for Tenant's use and acceptable to Landlord, in its sole discretion, if such interference occurs.

## **26: Environmental Matters.**

**26.1 Definition.** For purposes of this Lease:

(a) "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Super-fund" or "Super-lien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(b) "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.

**26.2 No Hazardous Material.** Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Property or any part thereof nor any part thereof has ever been used by the Landlord, or to the best knowledge of the Landlord, by any other person either as a permanent or temporary dump site or storage site for any Hazardous Material.

**26.3 Compliance and Indemnity.** Landlord shall comply with all Applicable Environmental Laws with respect to the Water Tower and Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Material on the Property or the migration of any Hazardous Material to other properties or the release of any Hazardous Material into the environment, that relate to or arise directly from the indemnitor's activities on the Property. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Notwithstanding anything to the contrary herein, the parties recognize that Tenant is only leasing a small portion of the Property and that Tenant shall not be responsible for any environmental condition or issue except to the extent resulting from Tenant's specific activities and responsibilities.

**26.4 Survival.** The provisions of and undertakings and indemnification set out in this Section shall survive the termination of this Lease.

## **27. Waiver of Landlord's Lien.**

(a) Landlord waives any lien rights it may have concerning the Tenant's Facilities which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.



(b) Landlord acknowledges that Tenant may enter into a financing arrangement including promissory notes and financial and security agreement for the financing of the Tenant's Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

## **28. Memorandum of Agreement**

Landlord acknowledges that a Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Property is located.

## **29. Attorneys' Fees**

The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

## **32. Replacement of Prior Agreement**

The Parties are currently parties to a Water Tower Lease Agreement dated August 17, 2001 ("Prior Agreement," known by Tenant as C#36653), whereby Landlord leases the Premises to Tenant for the installation, operation and maintenance of Tenant's Equipment. The Prior Agreement is expected to expire on October 31, 2021. The Parties hereby covenant, recognize and agree that upon the Commencement Date hereof, Prior Agreement shall be terminated, shall be of no further effect, and shall be replaced in its entirety by this Lease.

**AGREED** as of the later of the two dates below:

**LANDLORD**

Village of Gilberts,  
an Illinois Municipal corporation

**TENANT**

Chicago SMSA Limited Partnership d/b/a  
Verizon Wireless  
By Cellco Partnership, its managing general  
partner

By: \_\_\_\_\_

Name: Brian Bourdeau

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:  
*Jacque Vallier*  
AD38B6B1527A4F7

By: \_\_\_\_\_

Name: Jacque Vallier

Title: Executive Director Network Engineering

Date: Dec 11, 2020

**Tax ID:**

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

The Property is described and/or depicted as follows:

LOT 65 IN INDIAN TRAILS SUBDIVISION, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS.

PIN: 03-19-351-007

Common address: 598 Sleeping Bear Trail, Gilberts, IL 60136.

**EXHIBIT "B"**

**DESCRIPTION OF PREMISES**

(See attached)

[Per Section 11.1, this Exhibit needs to include easements granted to Tenant.]





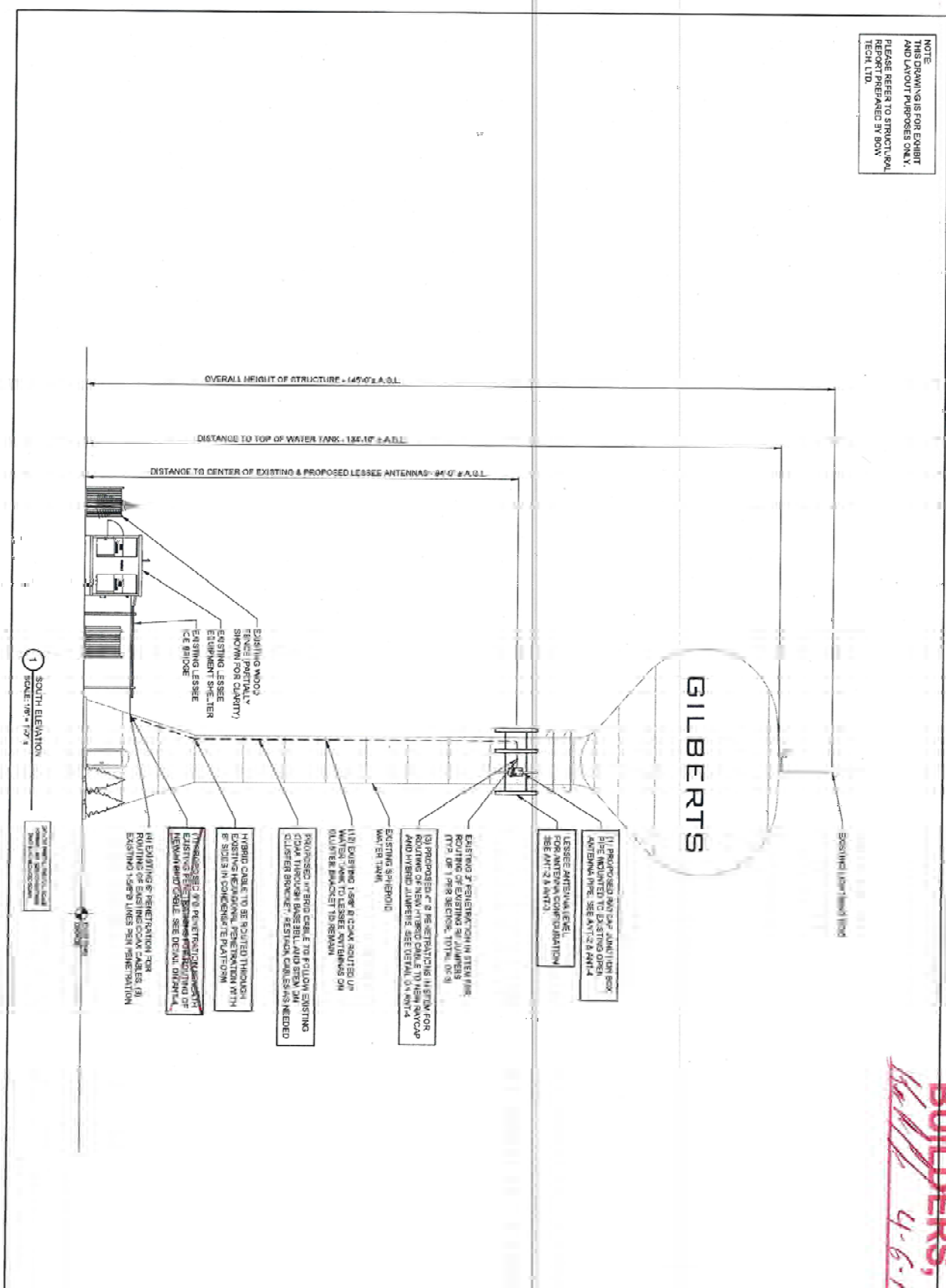
**EXHIBIT “C”**

**PLANS**

(See attached)

4828-9737-2448, v. 1-6511-3375, v. 1

NOTE:  
THIS DRAWING IS FOR EXHIBIT  
AND LAYOUT PURPOSES ONLY.  
PLEASE REFER TO STRUCTURAL  
REPORT PREPARED BY SON  
TECH, LTD.



1 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"

SONTECH CONSULTING  
1000 W. 10TH ST. SUITE 200  
MILWAUKEE, WI 53233

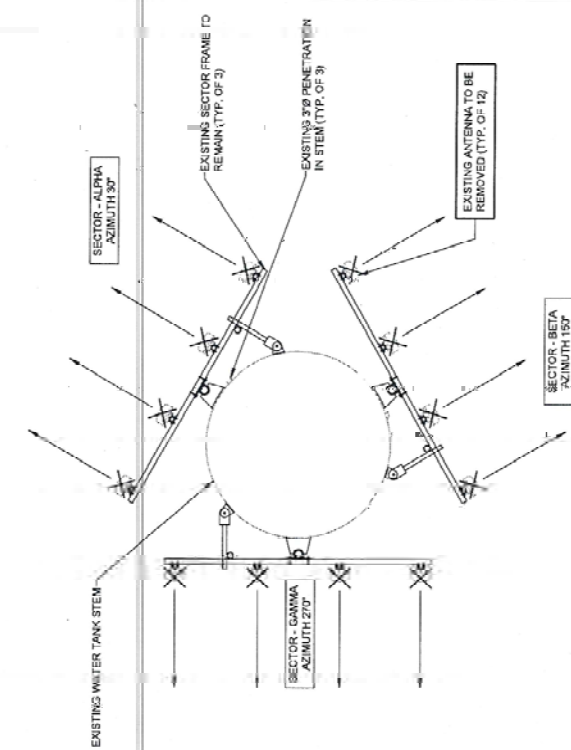
*As-Built*  
**COMMUNICATION BUILDERS, INC.**  
*4-6-15*

<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ISSUED FOR REVIEW</td> <td>03/20/14</td> <td>CS</td> </tr> <tr> <td>2</td> <td>ISSUED FOR MUNICIPAL REVIEW</td> <td>06/04/14</td> <td>SK</td> </tr> <tr> <td>3</td> <td>ISSUED FOR FINAL</td> <td>10/01/14</td> <td>SA</td> </tr> </tbody> </table>		NO.	DESCRIPTION	DATE	BY	1	ISSUED FOR REVIEW	03/20/14	CS	2	ISSUED FOR MUNICIPAL REVIEW	06/04/14	SK	3	ISSUED FOR FINAL	10/01/14	SA	<p><b>TERRA</b> CONSULTING GROUP, LTD. 600 Busse Highway Parsippany, NJ 07054 Tel: 847/398-8400 Fax: 847/698-6401</p>	<p><b>CHICAGO SMSA</b> limited partnership a/b/a VERIZON WIRELESS</p>
NO.	DESCRIPTION	DATE	BY																
1	ISSUED FOR REVIEW	03/20/14	CS																
2	ISSUED FOR MUNICIPAL REVIEW	06/04/14	SK																
3	ISSUED FOR FINAL	10/01/14	SA																
<p>LOC. # 127408 RT 72 &amp; RANDALL 599 SILVERING BEAM TRAIL GILBERT, IL 60136</p>																			
<p>DESIGNED BY: [blank] CHECKED BY: [blank] DATE: [blank] PROJECT # [blank] SHEET # [blank]</p>		<p>SHEET TITLE: SITE ELEVATION SHEET NUMBER: ANT-1</p>																	

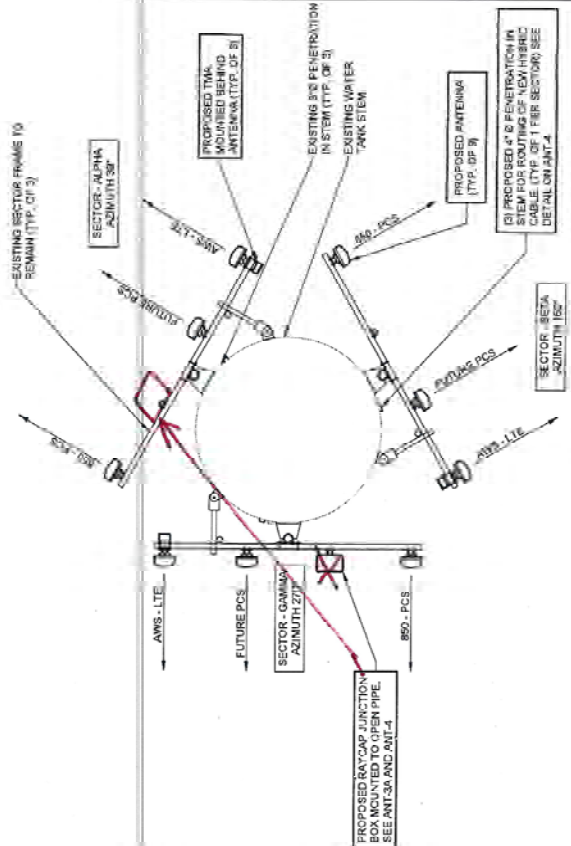


*As-Built*  
**COMMUNICATION BUILDERS, INC.**  
*H. Williams*

- NOTES:**
1. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.
  2. FINAL EXHIBIT PENDING STRUCTURAL ANALYSIS BY OTHERS. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
  3. G.C. TO VERIFY ANTENNA TECHNOLOGIES PRIOR TO REMOVAL OF ANY ANTENNAS.
  4. REFER TO ANT-3 & ANT-3A FOR DETAIL ON EXISTING & PROPOSED RF CONFIGURATION.
  5. G.C. TO ORIENT & PLACE PROPOSED RAY/CAP JUNCTION BOX CLOSEST TO HYBRID CABLE ROUTE.



1. EXISTING ANTENNA LAYOUT  
 INT. 8



2. PROPOSED ANTENNA LAYOUT  
 INT. 8

**CHICAGO SMSA**  
 limited partnership  
 1000 W. TRISTAN WIRELESS

**TERRA**  
 COMMUNICATIONS ENGINEERS, LTD.  
 600 BUREAU HIGHWAY  
 SUITE 1000  
 FORT LAUDERDALE, FL 33304  
 TEL: 954/708-6400  
 FAX: 954/708-6401

NO.	DATE	DESCRIPTION
01		ISSUED FOR REVIEW
02		ISSUED FOR REVIEW
03		ISSUED FOR REVIEW
04		ISSUED FOR REVIEW
05		ISSUED FOR REVIEW
06		ISSUED FOR REVIEW
07		ISSUED FOR REVIEW
08		ISSUED FOR REVIEW
09		ISSUED FOR REVIEW
10		ISSUED FOR REVIEW
11		ISSUED FOR REVIEW
12		ISSUED FOR REVIEW

LOC. # 127408  
 RT 72 & RANDALL  
 560 SLEEPING BEAR TRAIL  
 GILBERTS, IL 60135

SHEET TITLE  
**ANT-2**  
 ANTENNA LAYOUT  
 SHEET NUMBER

G.C. TO GROUND ALL NEW COMPONENTS TO EXISTING GROUND BAR

As-Built  
COMMUNICATION  
BUILDERS, INC.

4-6-11

**EQUIPMENT CHANGE REQUEST FORM- ECR**

Client Name: RT 72 & RANDALL  
 Location Number: 277628  
 Date of Request: 6/26/2013

Client Address: 508 Sterling Bear Trail  
 Gilbert, IL 60138

Client City/State/Zip: Gilbert, IL 60138

Client Engineer: Brian Sefcik  
 Client Project: 1787

Client Address: 508 Sterling Bear Trail  
 Gilbert, IL 60138

Client City/State/Zip: Gilbert, IL 60138

Section	Antenna	RF Path	Antenna Manufacturer	Antenna Model	Connector	Radius	Volume (ft <sup>3</sup> )	Volume (ft <sup>3</sup> )	Volume (ft <sup>3</sup> )		
Alpha	A1	L1: EEC - B240 L2: EEC - B240 RF: Unused at this time	QUALITRA, INC	W240A	44	4	4	4	4		
	A2	L1: PCS - B240 L2: Unused at this time RF: Unused at this time	CSA WIRELESS	W240-B-1	44	4	4	4	4		
	A3	L1: PCS - B240 L2: Unused at this time RF: Unused at this time	CSA WIRELESS	W240-B-1	44	4	4	4	4		
	A4	L1: EEC - B240 L2: EEC - B240 RF: Unused at this time	QUALITRA, INC	W240A	44	4	4	4	4		
	Beta	B1	L1: EEC - B240 L2: EEC - B240 RF: Unused at this time	QUALITRA, INC	W240A	44	4	4	4	4	
		B2	L1: PCS - B240 L2: Unused at this time RF: Unused at this time	CSA WIRELESS	W240-B-1	44	20	2	2	2	
		B3	L1: PCS - B240 L2: Unused at this time RF: Unused at this time	CSA WIRELESS	W240-B-1	44	20	2	2	2	
		B4	L1: EEC - B240 L2: EEC - B240 RF: Unused at this time	QUALITRA, INC	W240A	44	20	4	4	4	
		Gamma	G1	L1: EEC - B240 L2: EEC - B240 RF: Unused at this time	QUALITRA, INC	W240A	44	20	4	4	4
			G2	L1: PCS - B240 L2: Unused at this time RF: Unused at this time	CSA WIRELESS	W240-B-1	44	20	2	2	2
			G3	L1: PCS - B240 L2: Unused at this time RF: Unused at this time	CSA WIRELESS	W240-B-1	44	20	2	2	2
			G4	L1: EEC - B240 L2: EEC - B240 RF: Unused at this time	QUALITRA, INC	W240A	44	20	4	4	4

Comments

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	A4	L1: EEC - B240 L2: EEC - B240 RF: Unused at this time	QUALITRA, INC	W240A	44	4	4	4	4		
	Beta	B1	L1: EEC - B240 L2: EEC - B240 RF: Unused at this time	QUALITRA, INC	W240A	44	4	4	4	4	
		B2	L1: PCS - B240 L2: Unused at this time RF: Unused at this time	CSA WIRELESS	W240-B-1	44	20	2	2	2	
		B3	L1: PCS - B240 L2: Unused at this time RF: Unused at this time	CSA WIRELESS	W240-B-1	44	20	2	2	2	
		B4	L1: EEC - B240 L2: EEC - B240 RF: Unused at this time	QUALITRA, INC	W240A	44	20	4	4	4	
		Gamma	G1	L1: EEC - B240 L2: EEC - B240 RF: Unused at this time	QUALITRA, INC	W240A	44	20	4	4	4
			G2	L1: PCS - B240 L2: Unused at this time RF: Unused at this time	CSA WIRELESS	W240-B-1	44	20	2	2	2
			G3	L1: PCS - B240 L2: Unused at this time RF: Unused at this time	CSA WIRELESS	W240-B-1	44	20	2	2	2
			G4	L1: EEC - B240 L2: EEC - B240 RF: Unused at this time	QUALITRA, INC	W240A	44	20	4	4	4

Comments

**CHICAGO SMSA**  
 limited partnership  
 900 Dearborn  
 Suite 1000  
 Chicago, IL 60610  
 Tel: 312/329-4000  
 Fax: 312/329-4001

**TERRA**  
 COMMUNICATIONS, INC.  
 900 Dearborn  
 Suite 1000  
 Chicago, IL 60610  
 Tel: 312/329-4000  
 Fax: 312/329-4001

NO.	DATE	DESCRIPTION	BY

LOC. # 127408  
 RT 72 & RANDALL  
 508 STERLING BEAR TRAIL  
 GILBERT, IL 60138

DATE: 6/26/2013  
 CHECKED BY: [Signature]  
 PROJECT: 1787  
 SHEET NUMBER: ANT-3

**ANT-3**

1 EXISTING ANTENNA CONFIGURATION  
 2 PROPOSED ANTENNA CONFIGURATION

## Certificate Of Completion

Envelope Id: 641C3F6D86974CCD9D7FBA229838CFD2 Status: Sent  
 Subject: Route\_72\_Randall\_Water Tower Lease Agreement - WEST TERRITORY APPROVED 12/11/20  
 Source Envelope:  
 Document Pages: 26 Signatures: 1 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Jane Collier  
 AutoNav: Enabled Jane.Collier@VerizonWireless.com  
 Envelopeld Stamping: Enabled IP Address: 69.78.66.88  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original Holder: Jane Collier Location: DocuSign  
 12/11/2020 1:20:04 PM Jane.Collier@VerizonWireless.com

## Signer Events

Jacque Vallier  
 jacque.vallier@verizonwireless.com  
 Executive Director Network Engineering  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
AD38B6B1527A4F7...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 137.188.108.201

## Timestamp

Sent: 12/11/2020 1:30:17 PM  
 Viewed: 12/11/2020 1:48:07 PM  
 Signed: 12/11/2020 1:48:33 PM

### Electronic Record and Signature Disclosure:

Accepted: 12/11/2020 1:48:07 PM  
 ID: dc594259-364f-43f5-a05c-1588a7ef3a41

Brian Bourdeau  
 BBourdeau@villageofgilberts.com  
 Security Level: Email, Account Authentication (None)

Sent: 12/11/2020 1:48:35 PM  
 Viewed: 12/11/2020 1:52:46 PM

### Electronic Record and Signature Disclosure:

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 ID: b5c7299b-1d1d-4c67-b8cf-1d8d9651aac0

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Stephine Coleman  
 stephine.coleman@verizonwireless.com  
 Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Caroline Polk  
 polk@insite-inc.com  
 Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	12/11/2020 1:30:17 PM
Certified Delivered	Security Checked	12/11/2020 1:52:46 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, VBG Network Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact VBG Network Real Estate:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com)

### **To advise VBG Network Real Estate of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from VBG Network Real Estate**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with VBG Network Real Estate**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [trisha.fatakia@verizonwireless.com](mailto:trisha.fatakia@verizonwireless.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.



## *Village of Gilberts*

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

**To:** Village President and Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** January 5, 2021 Village Board Meeting  
**Re:** Item 5.B: Amendment to a License Agreement with Phoenix and Associates, Inc.

---

### **Background**

In 2010, the Village entered into a License Agreement with Phoenix and Associates, Inc. (Phoenix) to permit the construction and maintenance of certain improvements to existing stormwater drainage basins and set forth the terms, conditions and consideration for Phoenix's sale of detention credits created by additional capacity from the certain improvements. The initial term of the License Agreement was for a period of 5 years and the Village and Phoenix could extend the agreement for additional periods of 5 years. In October 2015, the Village approved a five-year extension to the License Agreement. In December 2020, Phoenix approached the Village requesting consideration of a further five-year extension to the License Agreement. If approved, the additional five-year extension would expire on March 2, 2025.

As part of the License Agreement, Phoenix is required to provide maintenance services to the existing basin, certain annual ongoing stormwater maintenance services and certain post-storm stormwater inspection services. With respect to detention credits, as of December 31, 2020 there are approximately 29.476 acre feet of storage remaining.

### **Recommendation**

It is recommended the Board consider a five-year extension of the License Agreement. Included with the Board packet is an Amendment to the License Agreement with Phoenix to provide an additional five-year extension.

### **Attachments**

- 1) A copy of the 2010 License Agreement along with the October 2015 approval of the extension.



**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT, dated as of this 2<sup>nd</sup> 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:

*Delia Meadows*

**VILLAGE OF GILBERTS**

By: *[Signature]*

Its: *PRESIDENT*

ATTEST:

*[Signature]*

**PHOENIX & ASSOCIATES, INC.**

By: *[Signature]*

Its: *President*



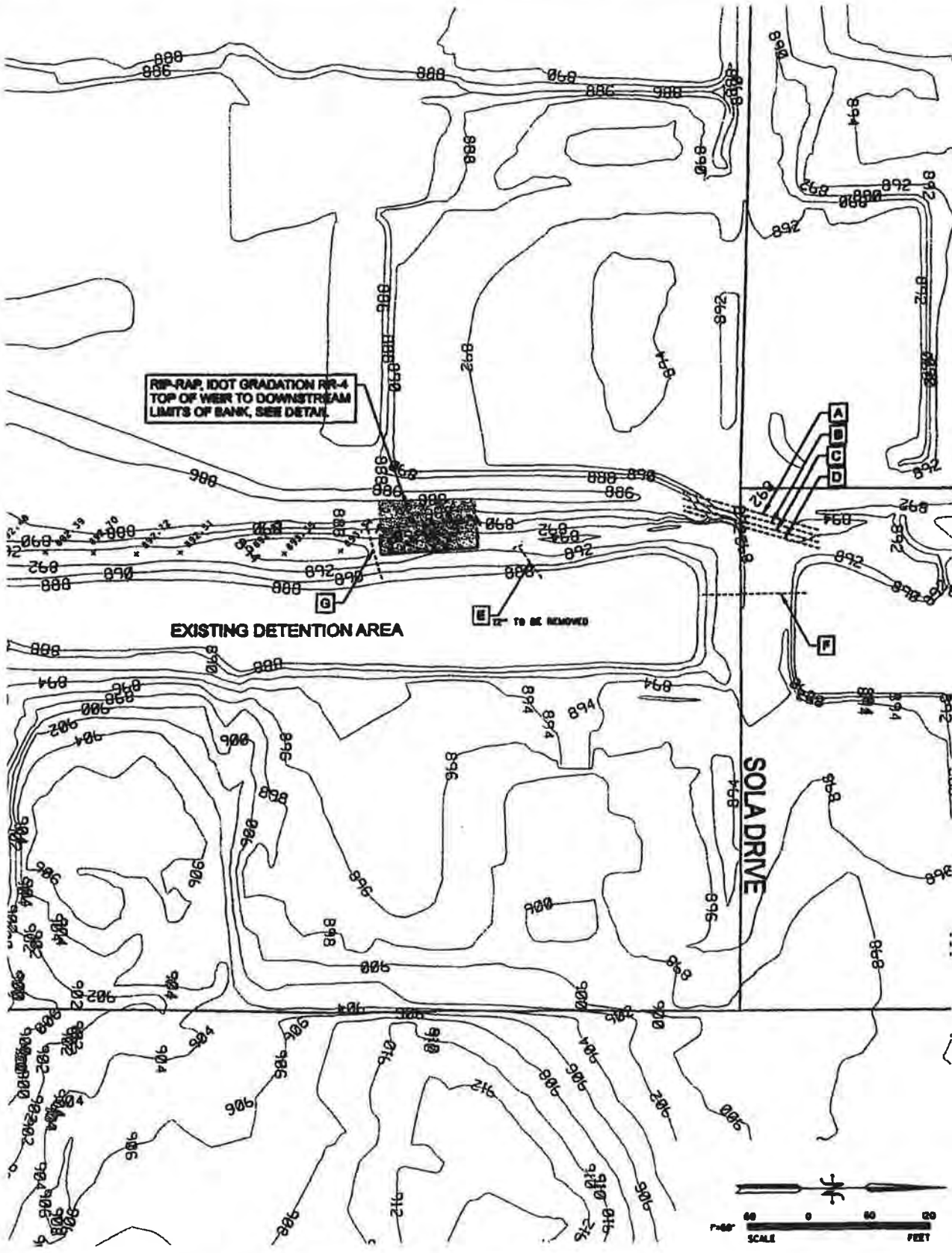
**Exhibit A**

**Map of Existing Basin**

**EXHIBIT A**



**Exhibit B**  
**Site Plan of Improvements**



GILBERTS, IL

PROPOSED CONDITIONS

A

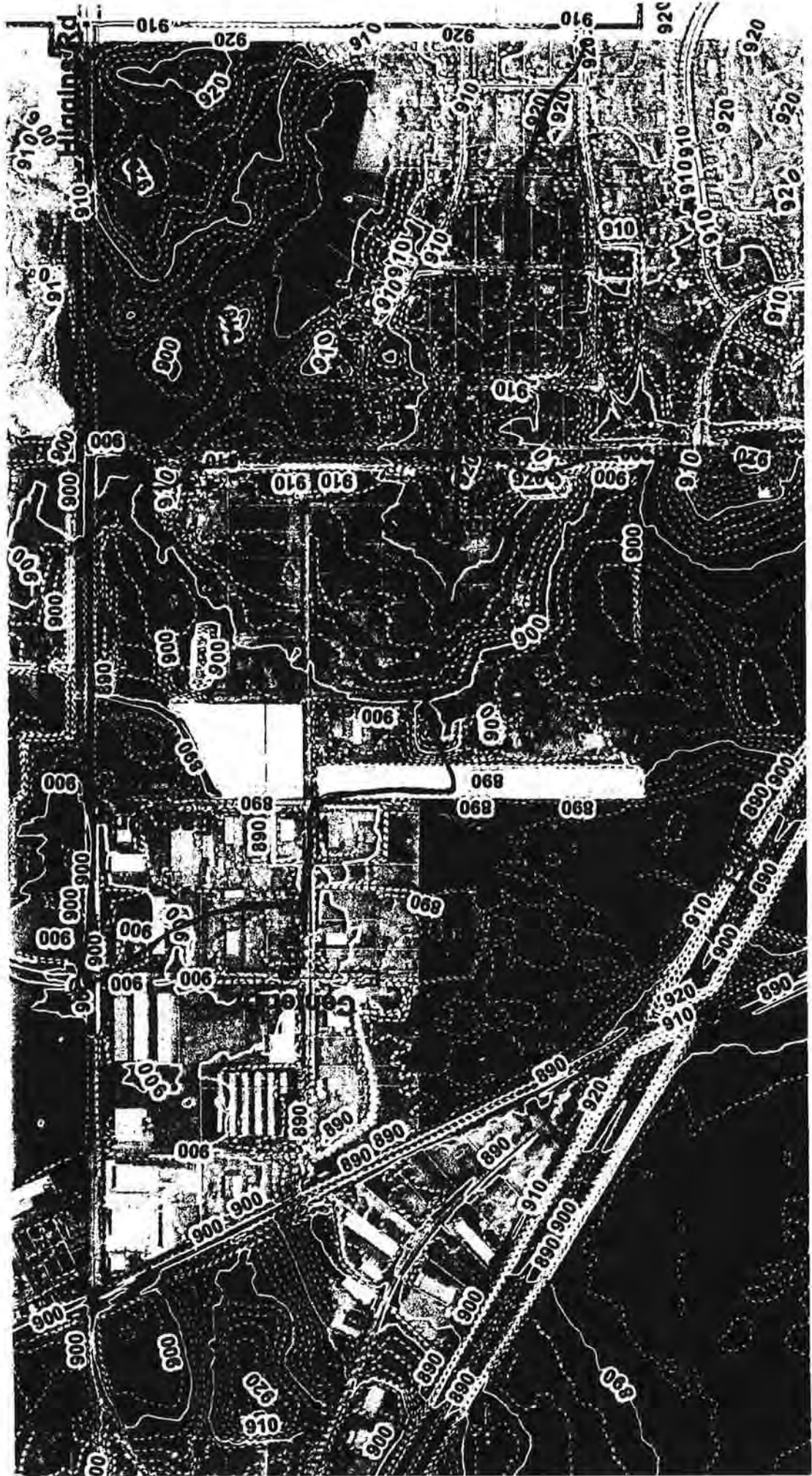
**Exhibit C**

**Drainage Divides and Area Tributary to Existing Basin and Additional Capacity**

# Exhibit C - Revised



EXHIBIT C  
INSET



**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**



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

Administrator Keller reported that the SCADA Support Service Agreement with BWCSI is a seven month extension of the current agreement. He commented on the fact that Baxter & Woodman is currently in the process of an internal reorganization. The expiration of the agreement is in line with the next fiscal year.

President Zirk asked a question on behalf of Trustee Hacker. Trustee Hacker inquired if BWCSI will have Staff on site. Administrator Keller replied no, this technical service would include computer maintenance and updates or to the SCADA System as needed. Village Staff would be in charge of running the day to day operations. In addition, Assistant Administrator Beith had worked closely with CTC and BWCSI in coordinating which IT firm was responsible for the server and which IT firm was responsible for the SCADA System.

There being no further discussion on the Resolution, a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Resolution 40-2015, a Resolution authorizing a SCADA Support Service Agreement between the Village of Gilberts and BWCSI. Roll call: Vote: 4-ayes: Trustees Corbett, Zambetti, Farrell and Kojzarek. 0-nays, 0-abstained. Motion carried.

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

Administrator Keller reported that in 2010 the Village had entered into a public-private partnership with Phoenix & Associates to modify an existing Village owned retention pond to create surplus stormwater capacity. The program allows property owners to maximize their buildable land. The program has proven to be very successful. The Tollway and Prairie Business Park have both taken advantage of the program.

Administrator Keller noted that Baxter & Woodman has certified that there currently are 49.21 total acre-feet of detention credits available for future development.

There being no further discussion on the extension to the Phoenix & Associates License Agreement, a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve extending the Phoenix & Associates License Agreement for an additional five year term. Roll call: Vote: 4-ayes: Trustees Zambetti, Farrell, Kojzarek and Corbett. 0-nays, 0-abstained. Motion carried.

## AMENDMENT TO LICENSE AGREEMENT

**THIS AMENDMENT TO LICENSE AGREEMENT** ("*Amendment*") is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2021, and is made and entered into by and between the **VILLAGE OF GILBERTS**, an Illinois municipal corporation ("*Village*"), and **PHOENIX AND ASSOCIATES, INC.**, an Illinois corporation ("*Licensee*").

### RECITALS

**WHEREAS**, on March 2, 2010, the Village and Licensee entered into a License Agreement to permit the construction and maintenance of certain improvements to an existing storm water drainage basin and to set forth the terms, conditions, and consideration for Licensee's sale of detention credits created by additional capacity from these improvements, as more specifically described in the Agreement ("*Agreement*"); and

**WHEREAS**, pursuant to the Agreement, the initial term of the Agreement was for a five year period, and the Parties could agree to extend the Agreement for additional five year terms; and

**WHEREAS**, on October 6, 2015, the Village Board of Trustees approved a five year extension of the Agreement; and

**WHEREAS**, Licensee has requested that the Parties agree to a further five year extension of the Agreement; and

**WHEREAS**, the Village and Licensee desire to amend the Agreement to extend the term for an additional five year term, which five year term would expire on March 2, 2025.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings as hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **SECTION 1. RECITALS.**

The foregoing recitals are hereby incorporated into and made a part of this Amendment as if fully set forth in this Section 1.

#### **SECTION 2. AMENDMENT.**

Pursuant to Section 2.C of the Agreement, the Village and Licensee agree to extend the Agreement for an additional five year term, which Renewal Term will expire on March 2, 2025.

#### **SECTION 3. CONTINUED EFFECT.**

Except as expressly amended pursuant to this Amendment, the License Agreement will remain in full force and effect to govern the rights and obligations of the Parties to that Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed as of the date first written above.

**ATTEST:**

\_\_\_\_\_

**VILLAGE OF GILBERTS**

By: \_\_\_\_\_

Its \_\_\_\_\_

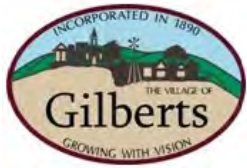
**ATTEST:**

\_\_\_\_\_

**PHOENIX & ASSOCIATES, INC.**

By: \_\_\_\_\_

Its \_\_\_\_\_



## Village of Gilberts

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

**To:** President Zirk and the Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
Aaron Grosskopf, Public Works Director  
**Date:** January 5, 2020 Board Meeting  
**Re:** Item 5.C: Resolution Authorizing Approval of Agreements with Midwest Power Vac and Water Surplus for the Removal and Replacement of Water Softener Media (Program Year 1 of 3).

---

As part of a three-year replacement plan to remove and replace the media in all three softeners located at the Water Treatment Plant, the Village has sought quotes for the removal of old media and the installation of new media for the first of three years. This three-year plan is the initial step to a multi-year capital planning process. This multi-year planning will enable the Village to be in a more proactive position in maintenance for our Village facilities and equipment. This new capital planning process will also help the Village budget more efficiently for future capital projects and give Village Staff and Board a better vantage point of all upcoming capital projects.

This process will include the removal of the old media (layers of gravel and sand) in the softener tank and the addition of new media. This process is instrumental in maintaining the quality of the potable water throughout the Village of Gilberts. This project was included in the Capital Projects Memo the board previously approved in June.

Below you will find a table for the quotes received for the removal of the old media from the water softener. You will find that one contractor submitted two prices one of which is lesser because it utilizes the Village's combination equipment to act as a loader in place of the contractor supplying their own.

Midwest Power Vac	Great Lakes Power Vac	Heritage Crystal Clean
\$5,895.75 / \$4,566.75	\$11,800.00	\$8,535.00

Below you will find a table of quotes received for the replacement of the media in the water softener. The Village was only able to find two contractors in the region to submit quotes for this work. It should be noted that the Evoqua quote does include a media removal cost of \$6,500.00.

Water Surplus	Evoqua
\$28,200.00	\$50,021.99

All quotes are attached for the Village Boards review.

Village Staff recommends utilizing Midwest Power Vac and Water Surplus to perform the removal and replacement of the water softener media. The total estimated cost for the project is \$32,766.75. The total budgeted amount for this project is \$40,000.00

January 5, 2021 Village Board Meeting  
Water Softener Media Replacement - 2

Village Staff is seeking approval for resolution (TBA) to allow for funds from line item 20-10-5450 (Contractual Services) in a not-to-exceed amount of \$32,766.75 for the Water Softener Media Replacement Program.



9 December 2020  
Zach Ruemelin  
Village of Gilberts, IL 60136  
[zruemelin@villageofgilberts.com](mailto:zruemelin@villageofgilberts.com)

Re: Service Quote #20-1209-02G

Mr. Ruemelin,

WaterSurplus is pleased to offer site services for the completion of resin and gravel replacement to restore the Village of Gilberts Water Treatment Facility Filter #1 to near design criteria. The scope of services offered in this quotation include supervision and labor for removal and replacement of all the media in one pressure filter vessel. WaterSurplus will refill and condition the new media and assist the village with sanitizing during initial regeneration. WaterSurplus will provide an experienced and qualified service engineer for the duration of the project.

Regards,

*Tim Hackbarth*

**TIM HACKBARTH**  
SENIOR FIELD SERVICE TECHNICIAN  
C: 920-579-1274



Direct 815.240.3713 | Office 815.636.8833 | Email [thackbarth@watersurplus.com](mailto:thackbarth@watersurplus.com)  
726 Beacon Street, Loves Park, IL 61111 | [watersurplus.com](http://watersurplus.com)



## I. FILTER MEDIA

### A. LABOR AND TOOLS

During the resin replacement, WaterSurplus personnel will assist the vac servicing company hired by the village with removing the media using tools, ladders, or scaffold, as necessary. Old/used media shall be disposed of by the Village of Gilberts. Workers will try to keep dust and dirt to a minimum but will not be responsible for accidental damages to non-essential equipment in or near the water treatment facility. The village will be expected to provide an operator and forklift during the unloading and loading of medias as needed. The village will need to supply 2 ½” fire hose long enough to get to the overhead door access, with a minimum of 40 psi and 40 gpm available.

### B. MEDIA AND CONSUMABLES

WaterSurplus will install 312 cuft of cation resin and 90 cuft of gravel to one vessel. WaterSurplus will provide assistance to the village for sanitizing and conditioning the new media. 312 cuft of Cation Exchange Resin and 90 cuft of replacement gravel will be shipped in bags wrapped on pallets to the site by WaterSurplus. The village will be expected to unload the pallets when they arrive and store them in a safe area.

## II. PRICING

Labor, expenses, and tools:	\$6,950
Medias and Consumables:	\$21,250
<b>Total:</b>	<b>\$28,200</b>

## III. NOTES & CLARIFICATIONS

Consumables and expendables that have not been previously mentioned are not included in this scope and shall be provided under a separate contract, or by others.

- Clear Access – The client shall provide clear and safe access to all equipment and components as required to complete the service request. Labor and materials needed to gain clear and safe access shall be by the client.
- Vac Services are provided by others and are not subcontracted through WaterSurplus.



# WATER SURPLUS®

- Disposal – The client shall be responsible for the disposal of old resin, gravel, pallets, and trash generated from resin and gravel re-bedding.
- Water Testing – The client shall be responsible for all water and lab testing, including Bac-T sampling/testing.
- Schedule – The schedule for completion of the project is based on the assumption that all equipment, materials, chemicals and utilities are readily available for the noted service tasks. Client is responsible for a double regeneration of the vessel to be exchanged prior to the start of work.
- WaterSurplus does not offer or imply any guarantee or warranty on filter performance, operation, or existing parts or valves.
- Standard Business Hours – Quoted costs are based on work and travel being completed during standard business hours of Monday-Friday between 7:00AM-5:00PM, excluding Holidays.
- This quote is valid for 90 days. Pricing is valid for a one-year period starting at receipt of order.

## IV. TERMS

- An invoice shall be issued by WaterSurplus after the services are completed.
- Payment terms are net 30 days from date of invoice.

## V. WARRANTY

No warranty is offered for these services.

## VI. SCHEDULE

Date and Time is To Be Determined. Contact **Kevin Treptow** to schedule.

Email: [Ktreptow@watersurplus.com](mailto:Ktreptow@watersurplus.com)

Office: 815-636-8833 or 800-919-0888 ext. 709

Direct: 815-240-3709

Thank you for the opportunity to offer these services to the Village of Gilberts. Please feel free to contact WaterSurplus if you have any questions or comments on this information.





Proposal For: GILBERTS, VILLAGE OF  
ZACH John Castillo  
73 INDUSTRIAL DR  
GILBERTS, IL 60136  
Phone: 847-428-4167  
jcastillo@VILLAGEOFGILBERTS.COM

Laura March  
Evoqua Water Technologies  
650 South Schmidt Road, Suite B  
Bolingbrook, IL 60440  
Phone: +1 (815) 921-8112  
laura.march@evoqua.com

## Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	<b>W2T355148</b> RESIN PUROLITE C100E (Na) CATION [1 Reference #: 109000197	347 EA	\$79.17	\$27,471.99
2	<b>W3TSP5190</b> LABOR FOR RESIN REMOVAL Reference #: LABOR-SERVICE/REPAIR  * 12 HOUR DAY NEEDED FOR REMOVAL * CUSTOMER TO PROVIDE SCAFFOLD OR PLATFORM TO GET TO MANWAY * CUSTOMER TO PROVIDE 20 YARD ROLL OFF BOX FOR REMOVED RESIN	1 H	\$6,500.00	\$6,500.00
3	<b>W3TSP5190</b> LABOR FOR SERVICE AND/OR REPAIR OF EQUIP Reference #: LABOR-SERVICE/REPAIR  * SUPERVISOR OF RESIN REMOVAL * INSTALLATION OF NEW RESIN * START UP OF VESSEL	1 H	\$15,300.00	\$15,300.00
4	<b>W3TSP5080</b> SHIPPING & HANDLING - ESTIMATE Reference #: S&H	1 H	\$750.00	\$750.00

Currency: USD

**Total Net Price: \$50,021.99**

**Proposal Notes**  
**SCOPE OF WORK: RESIN REPLACEMENT FOR ONE VESSEL**

Determination of suitability of the material provided under this quote for any use by Buyer shall be the sole and exclusive responsibility of Buyer.

## Payment Terms and Delivery

### PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

### Shipping Information

- Prepaid and Add: Shipping and Handling Fee to be added
- Freight will be billed at actual charges paid to carrier plus current handling charges unless freight is prearranged and paid for by the customer.

### Terms

- This quote is valid until 12-31-2020
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- If your company is Tax Exempt, a Tax Exempt Number must be provided.  
Tax Exempt Number: \_\_\_\_\_
- If your company is Tax Exempt, a Certificate must be provided.
- Purchase Order:  
Customer must provide a hard copy Purchase Order reflecting Net 30 days terms for all services/equipment greater than \$2500.00. If paying by credit card in lieu of a Purchase Order, the customer must complete the Order Acknowledgement form attached/below.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:  
Fax to:  
or Email to: [laura.march@evoqua.com](mailto:laura.march@evoqua.com)
- You may also mail this to:  
Evoqua Water Technologies  
650 South Schmidt Road, Suite B  
Bolingbrook, IL 60440

### Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for

Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

# Midwest Power Vac

P.O. Box 728  
Antioch, IL. 60002

# Estimate

Date	Estimate No.
12/10/2020	17-192240

### Name/Address

Village of Gilberts  
87 Galligan Road  
Gilberts, IL. 60136

### Project

Village of Gilberts  
320 Frontage Road  
Villa Park,, IL

### Description

#### Fresh Water Well

114" diameter X 67-3.4" deep  
Media resin sand and gravel = 14.56 cu yards or approximately 21.75 Tons

#### One Tank:

Travel to & from site = \$650.00  
Vacuum & labor = \$1,973.25  
Dumpster & liners = \$534.00  
Set up and take down = \$143.00  
Haul to landfill = \$300.00  
Total \$4,566.75

Phone #

8473950227

E-mail

mwpowervac@gmail.com

# Midwest Power Vac

P.O. Box 728  
Antioch, IL. 60002

# Estimate

Date	Estimate No.
12/10/2020	17-192241

### Name/Address

Village of Gilberts  
87 Galligan Road  
Gilberts, IL. 60136

### Project

Village of Gilberts  
320 Raymond Drive  
Gilberts, IL 60136

### Description

#### Fresh Water Well

114" diameter X 67-3/4" deep  
Media resin sand and gravel = 14.56 cu yards or approximately 21.75 Tons

#### One tank:

Travel to & from site = \$650.00  
Vacuum and labor = \$1,973.25  
Dumpsters & liners = \$534.00  
Set up and take down = \$143.00  
Haul to landfill = \$300.00  
Loader = \$1,329.00  
Total = \$5,895.75

Phone #	E-mail
8473950227	mwpowervac@gmail.com



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*Industrial Cleaning • Vacuum Truck Service • Lab Packs • Used Oil Collection • Antifreeze Recycling • Parts Cleaners  
• Remediation • Site Investigations*

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December 10, 2020

Village of Gilberts Water Treatment Plant  
320 Raymond Dr.  
Gilberts, IL. 60136  
Attn: Zach Reumelin

**Re: Confined Space Entry: Tank Cleaning & Filter Removal**

Dear Mr. Ruemelin,

Heritage Crystal Clean (HCC), is one of the market leaders in the United States that provides off-site recycling and other ancillary services to our commercial customers. All our facilities and vehicles are fully permitted and compliant under Federal, State and Local agencies. In addition to your tank cleaning project HCC services also includes:

- *Used oil collection and recycling*
- *Chemical lab packaging*
- *Spent antifreeze collection and recycling*
- *Industrial cleaning*
- *Oil/water Separator cleaning*
- *Remediation services*
- *Emergency response services*

Thank you for giving HCC an opportunity to be your "Single Source" environmental service provider. Our personal commitment to you is to exceed your expectations and deliver the best service possible.

**Pat Richards**  
Branch Sales Manager  
C. 224 230-2894  
[patrick.richards@crystal-clean.com](mailto:patrick.richards@crystal-clean.com)

**Joe Licari**  
Field Service Manager  
C. 312 898-1983  
[joseph.licari@crystal-clean.com](mailto:joseph.licari@crystal-clean.com)



**Scope of Work:**

HCC will provide labor and equipment to perform the following scope of work:

- Mobilization and demobilization to your facility located in Gilberts, Illinois. Utilize high- end vacuum unit to remove the sand and gravel filter media. Decontamination of the tank will be performed utilizing OSHA required Confined Space Entry procedures as found in 29 CFR 1910.146. This will include extraction, back up self-contained breathing apparatus (SCBA) personnel protective equipment, stand-by rescue personnel, atmospheric monitoring, mechanical ventilation and appropriate confined space entry permits. There will be two entrants in respirators rotating inside the tank with safety attendants in respirators outside. The tank will be continuously monitored with a 4-gas meter during site activities.
- Transportation and disposal of filter media: HCC understands there is approximately 5,000 gallons of material currently in the tank. The waste requires pumping into the high-end vacuum tanker for transportation to the receiving facility. HCC will complete waste profile forms (based on generator knowledge and/or waste characterization analytical results or Safety Data Sheets), shipping manifests, land ban restriction forms, and any other documentation to secure waste approval.

**Project Pricing**

DESCRIPTION	PRICE	UNIT	EST. QTY	EST. COST
Roll off box delivery and transportation	\$2460	lump sum	1	\$ 2,460.00
Blower truck	\$3185	lump sum	1	\$ 3,185.00
Vacuum box	\$200	lump sum	1	\$ 200.00
OSHA trained confined space entry crew	\$1365	lump sum	1	\$ 1,365.00
Disposal- 12 ton maximum	\$950	lump sum	1	\$ 950.00
Tanker washout and manifest	\$210	lump sum	1	\$ 210.00
<b>Project Subtotal</b>				\$ 8,370.00
<i>Energy and Insurance Fees</i>				\$ 165.00
<b>Project Estimate</b>				\$ 8,535.00

*Above-stated estimate is based on projects of similar size and scope and are subject to change based on actual site conditions. Costs will be billed on a time-and-material basis as indicated in the above pricing table. Actual costs may exceed or be less than estimated. The client will be notified prior to exceeding the estimate cost above.*

**Caveats:**

- A water and electric source will be provided by client.
- An unimpeded access to the tank will be provided by client.



- A 12-ton legal maximum weight applies to the vacuum box. If any additional material requires disposal it will be placed into a CY box at additional cost.
- Disposal costs are based upon acceptance of the waste by the receiving facility. This estimate assumes the materials are NON-RCRA, NON-Radioactive and NON-Infectious
- Our quotation is based upon work proceeding from the start to the finish without intermediate mobilizations or without downtime due to circumstances beyond HCC's control. It does not include any costs for relocating machinery, equipment or miscellaneous debris which may interfere with the work progress.
- This proposal is based on providing services during the normal workday week consisting of Monday through Friday. Services required on weekends or holidays are subject to additional costs.
- Confined Space Entry activity is included in the proposal.
- Client will provide lockout-tagout instructions if required.
- Price is firm for 45 days

Heritage Crystal-Clean, LLC. appreciates the opportunity to present this proposal. We sincerely look forward to performing this project. Should you require any further information or have any questions, please do not hesitate to call.

**Authorization to Proceed**

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

*Village of Gilberts*

*Heritage Crystal Clean, LLC.*

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Print Name and Title**

\_\_\_\_\_

**Print Name and Title**

\_\_\_\_\_

**Date Signed**

\_\_\_\_\_

**Date Signed**

\_\_\_\_\_  
*Heritage Crystal-Clean 1585 High Point Drive, Elgin, IL, 60123*  
\_\_\_\_\_



December 8, 2020

## GLPV BUDGETARY PROPOSAL

Zach Ruemelin  
Village of Gilberts  
87 Galligan Road  
Gilberts, IL 60136

Dear Zach:

Great Lakes Power Vac (GLPV) is pleased to submit to the Village of Gilberts this budgetary proposal for vacuuming services. GLPV has been providing vacuuming, hydro-excavation and water blasting services to industrial, commercial, municipal, and government clients for over 15 years. GLPV is signatory to the Operators Local 139 and Teamsters Local 200 unions. The following sections describe our current understanding of the project, proposed scope of services, work plan and estimated project costs.

### **BACKGROUND:**

Based on our email correspondences, it is our understanding that the Village of Gilberts is looking for vacuuming support in relation to a water filtration project. The project is for the Village of Gilberts. They have a 9-foot by 9-foot filter vessel that contains approximately 320 cubic feet of resin media and 90 cubic feet of sand and gravel. There is a manway near the top of the vessel to access the media. GLPV will need approximately 75 feet of hose to reach the filter. The media is contaminated with radium. There are low levels of radium 226 and 228 in the media. GLPV is providing this budgetary proposal to vacuum the media from the filter and dispose of the material at a landfill.

### **SCOPE OF WORK:**

GLPV will provide a Model 5027 Super Sucker® vacuum truck with a two-man crew, required hose, and other miscellaneous equipment for the purpose of vacuuming the water filter. GLPV will vacuum the media into its truck and haul it for disposal at a landfill. Because of Illinois weight limits, GLPV will need to haul the media in two to three loads. GLPV is currently in discussion with the Winnebago Landfill in Rockford, IL. GLPV is waiting on confirmation as to whether the landfill can accept the media for disposal, and, if it can, what the disposal cost will be for the media.

GLPV will provide the following equipment and labor to perform the stated work:

- Equipment will include:
  - Vacuum Truck
  - Vacuum hose and pipe
  - Service Vehicle
  - Miscellaneous hand tools, PPE and other equipment.
- All labor to complete the vacuuming.

*Confidential: This document contains proprietary and/or confidential information that is protected from disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited.*

**WORK PLAN:**

As proposed, all work will be performed on non-holiday weekdays with work taking place between the approximate hours of 7:00 AM – 5:30 PM CST. GLPV will arrange for disposal at the landfill if it will accept the media. GLPV will need to get a sample of the media at least a month before the vacuuming is to occur. GLPV will have analytical performed on the media. As long as the results of the testing are within acceptable parameters for the landfill, GLPV will establish a profile for disposal. Once the profile is established, GLPV will vacuum the media and transport it for disposal. Because of the volume of media and Illinois weight limits, GLPV estimates the project would take two shifts to complete.

The proposed sequence of work is as follows:

- Mobilize labor and equipment to job site.
- Perform on-site safety meeting.
- Set up vacuum equipment.
- Establish exclusion zone.
- Vacuum the debris from the filter tank.
- Dispose of material.
- Demobilize equipment and labor.

**KEY ASSUMPTIONS:**

The total project cost is based on the following assumptions. Deviations from these assumptions will result in adjustments to the final project cost.

1. Another contractor will open the top hatch on the tank prior to GLPV arriving. Another contractor will also provide and install scaffolding for GLPV to gain access to the tank hatch.
2. GLPV will not need more than 100 feet of hose to reach the filters.
3. There will be a water source onsite that GLPV can use in its vacuuming process.
4. The proposal is contingent upon Winnebago Landfill accepting the media for disposal. GLPV assumes TCLP metals testing and a paint filter test will be needed in addition to the radium test results that were already performed. All disposal and analytical costs in this proposal are estimates. A formal proposal will be issued only after confirmation of landfill acceptance of the media and a quote for the cost to dispose of the material.
5. Samples of the media will be need at least one month prior to vacuuming for analytical to be performed.
6. The landfill may require DNR approval for disposal of the waste.
7. For estimating purposes, GLPV assumes it will need to dispose of 4,000 gallons of media.
8. The vacuum truck will need to be decontaminated at the end of the project. The quoted time-and-materials rates for the truck and crew will apply in addition to the stated cost of the truck wash itself.

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Great Lakes Power Vac LLC • W228 N2792 Duplainville Road Unit G • Waukesha, WI 53186  
Phone 262-542-5542 • Fax 262-542-5510

**Project Cost Estimate**

GLPV is providing a budgetary cost estimate for vacuuming the material and disposing of it offsite. GLPV estimates the work can be completed in two shifts onsite. The final bill will be based upon the actual hours and resources used.

Super sucker vacuum truck with a two-man crew (ST)	\$ 237.00 / hour
Super sucker vacuum truck with a two-man crew (OT)	\$ 280.00 / hour
Service Vehicle & Vacuum Hose/Pipe	\$ 250.00 / shift
Travel & Mobilization	Portal to Portal
Analytical and Profiling of Waste	\$ 650.00
Disposal of media	\$ 1.00 / gallon
Per Diem	\$ 150.00 / person /night
Project Management	\$ 100.00 / hour
Truck Wash	\$ 175.00

**Estimated Cost: \$ 11,800.00**

All time after 8 hours on weekdays and all day Saturday are billed at overtime rates. All work on Sundays and holidays is billed at double-time rates.

**NOTES AND CONDITIONS:**

1. All work will be performed during daylight hours. Night shift work can be provided at additional cost if required.
2. Customer will supply all utilities (i.e. water, electricity, etc.)
3. There is a four-hour minimum on all dispatched crews. The project will be billed on a time-and-materials basis. Travel time charges are portal-to-portal.
4. Work at site will be completed in a level of personal protection equipment (PPE) not to exceed modified Level C. Upgrades to PPE as a result of site conditions warrant additional surcharges.
5. It is of the utmost importance to Great Lakes Power Vac that all OSHA guidelines are followed in all work we perform; therefore, we reserve the right to refuse any work that places our personnel in harm's way.
6. GLPV will not be responsible for damage caused to grass or other surfaces from GLPV's truck driving or parking on the surfaces.
7. This quote is weather permitting. GLPV reserves the right not to perform work on consecutive days due to adverse weather conditions, including, but not limited to, high winds, excessive heat, rain, snow, and freezing temperatures.
8. Above pricing does not include applicable taxes, if any.
9. The proposal is valid for 30-days from date of issuance.
10. Payment terms are net 30 days from date of invoice (subject to credit approval).

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Great Lakes Power Vac LLC • W228 N2792 Duplainville Road Unit G • Waukesha, WI 53186  
Phone 262-542-5542 • Fax 262-542-5510

**\*\*This proposal is provided for budgetary purposes only. Upon confirmation of landfill acceptance and disposal pricing for the waste, a formal proposal will be issued for completion of the work.\*\***

Please do not hesitate to contact me if I may be of any further assistance.

Sincerely,

GREAT LAKES POWER VAC LLC

A handwritten signature in cursive script that reads "Robert Towey".

Robert Towey

**VILLAGE OF GILBERTS**

**RESOLUTION 01-2021**

**A RESOLUTION AUTHORIZING APPROVAL OF AGREEMENTS WITH MIDWEST POWER VAC AND WATER SURPLUS FOR THE REMOVAL AND REPLACEMENT OF WATER SOFTENER MEDIA IN AN AGGREGATE AMOUNT NOT TO EXCEED \$33,000**

**WHEREAS**, the Village of Gilberts (“Village”) has a Public Works Department which maintains Village streets and other Village infrastructure, which includes the Village’s waterworks system; and

**WHEREAS**, the Village currently uses water softeners in the water production process; and

**WHEREAS**, the softener filtration media requires replacement; and

**WHEREAS**, adequate funds were included in the FY2021 Budget for the removal and replacement of the softener media for one of the three softeners as part of a multi-year replacement program; and

**WHEREAS**, the Public Works Department obtained multiple quotes for the removal and replacement of the softener medium with the low quote for removal being provided by Midwest Power Vac and for replacement by Water Surplus.

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

**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 Village Board of Trustees hereby authorizes the Village Administrator to execute agreements and other necessary documents with Midwest Power Vac and Water Surplus for the removal and replacement of water softener media in an aggregate amount not-to-exceed \$33,000.

**Section 3.** **Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the agreements with Midwest Power Vac and Water Surplus, such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

**Section 4.** **Effective Date.** This Resolution shall be in full force and effect after its

approval in the manner provided by law.

**PASSED BY VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2020.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Kurt Kojzarek	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021

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

(SEAL)

ATTEST: \_\_\_\_\_  
Courtney Baker, Village Clerk



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

**To:** Village President and Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** January 5, 2021 Village Board Meeting  
**Re:** Item 5.D: Resolution Approving Revised Elevations for the Townhomes in the Conservancy Development

---

## Background

On June 18, 2019, as part of a rezoning of a portion of the Conservancy to R-4 Residential to allow for the construction of townhomes, the Village Board approved a set of townhome elevations. Gilberts Development, LLC has approached the Village requesting modifications to the currently approved townhome elevations. Village staff has reviewed the revised elevations, and included below is a summary listing highlighting the several differences between the approved and proposed elevations:

### Front Elevations

Currently Approved Elevations	Proposed Elevations
Shutters on windows with some additional decorative shutters.	No Shutters on windows with some additional decorative shutters.
Stone veneer and stone cap partially up the front façade.	Brick veneer on front garage façade, fully surrounding garage door.
Shake siding on the gable and surrounding the corresponding window.	Vertical siding on the larger gables and surrounding corresponding window. There are also several smaller gables proposed with horizontal siding.
All composition shingles.	There is proposed to be metal roofing above the garages; main roof is proposed to be shingles.

A further item of note on the front elevations is the different styling of the garage doors.

### Side Elevations

Currently Approved Elevations	Proposed Elevations
Shutters on windows.	No Shutters on windows.
Stone veneer and cap partially up side façade.	Brick veneer and cap on side façade.
Vertical siding on the gable.	Horizontal siding on the gable.

### Rear Elevations

Currently Approved Elevations	Proposed Elevations
Shutters on windows.	No Shutters on windows.
Stone veneer and cap partially up side façade.	Brick veneer and cap on side façade.
Shake siding on the gable and surrounding the corresponding window.	Horizontal siding on the gables and surrounding corresponding window.

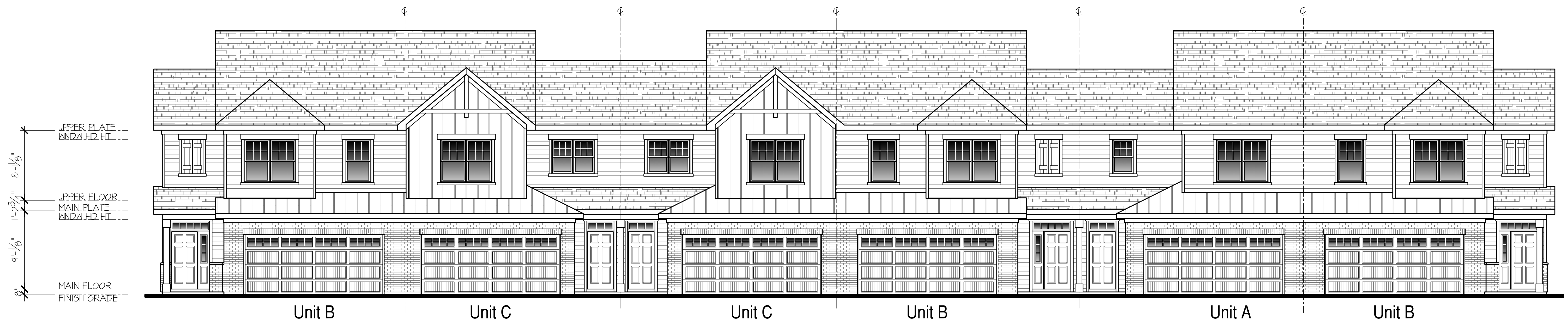


Under the Annexation Agreement, the Board may approve replacement elevations for neighborhoods in the Conservancy with passage of a Resolution. A Resolution approving the replacement elevations for the townhomes is included for Board discussion and consideration.

**Attachments**

- 1) Proposed Townhome Elevations dated December 4, 2020
- 2) Currently Approved Townhome Elevations, Approved June 18, 2019

Proposed Elevations



**Front Elevation**

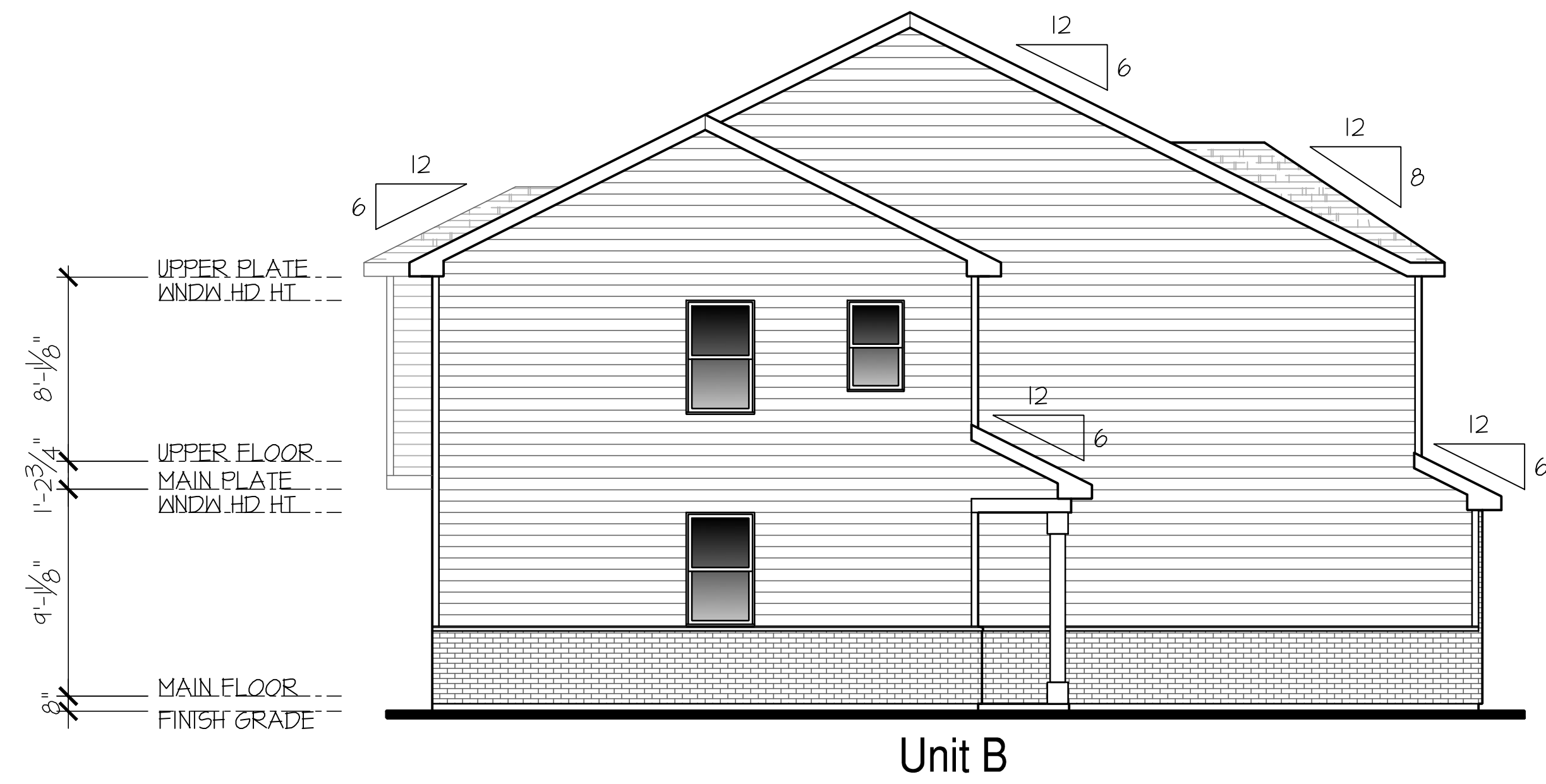
SCALE: 3/16"=1'-0"

Conservancy Townhome Rentals LLC

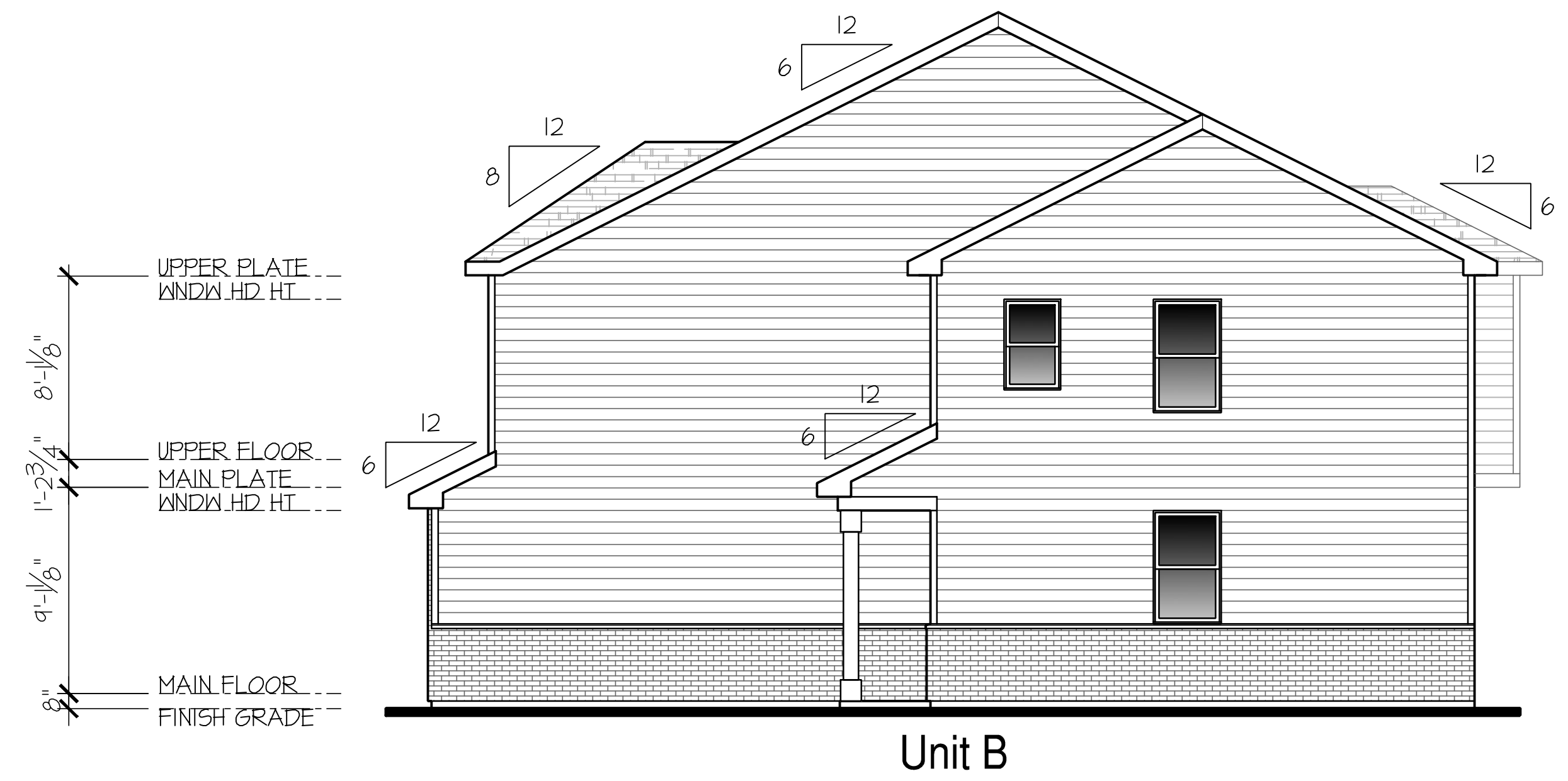
**GILBERTS CONSERVANCY**  
Gilberts, IL



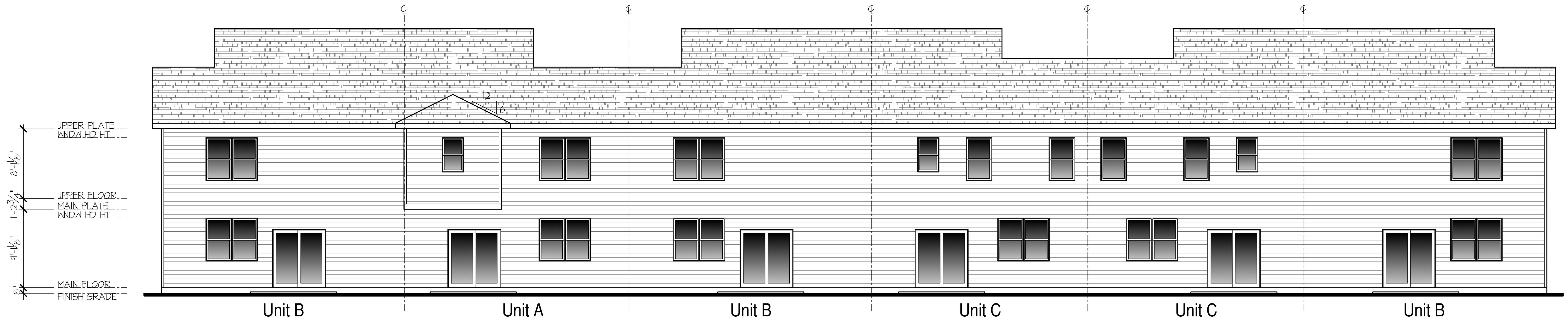
Proposed Elevations



**Left Elevation**  
SCALE: 3/16"=1'-0"



**Right Elevation**  
SCALE: 3/16"=1'-0"



**Rear Elevation**  
SCALE: 3/16"=1'-0"

Conservancy Townhome Rentals LLC

Character Elevation

**GILBERTS CONSERVANCY**  
Gilberts, IL



# Currently Approved Elevations

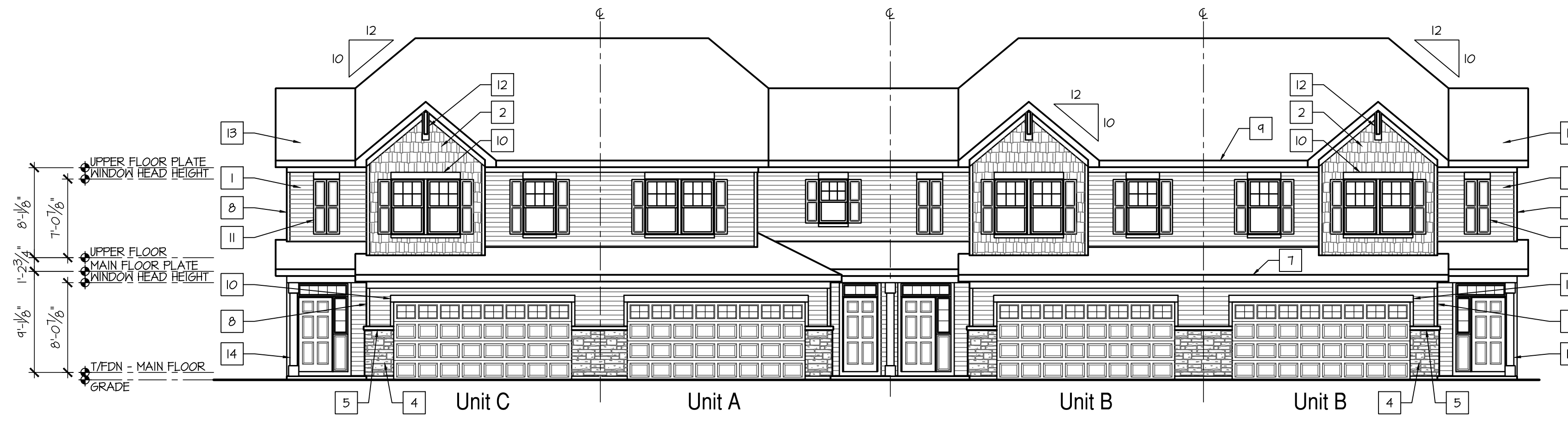
## GENERAL EXTERIOR ELEVATION NOTES:

- GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE FROM THAT SHOWN.
- PROVIDE ROOF AND SOFFIT VENTS AS SPECIFIED BY BUILDER.
- PROVIDE GUTTERS AND DOWNSPOUTS AS SPECIFIED BY BUILDER.

## EXTERIOR ELEVATION KEYNOTES:

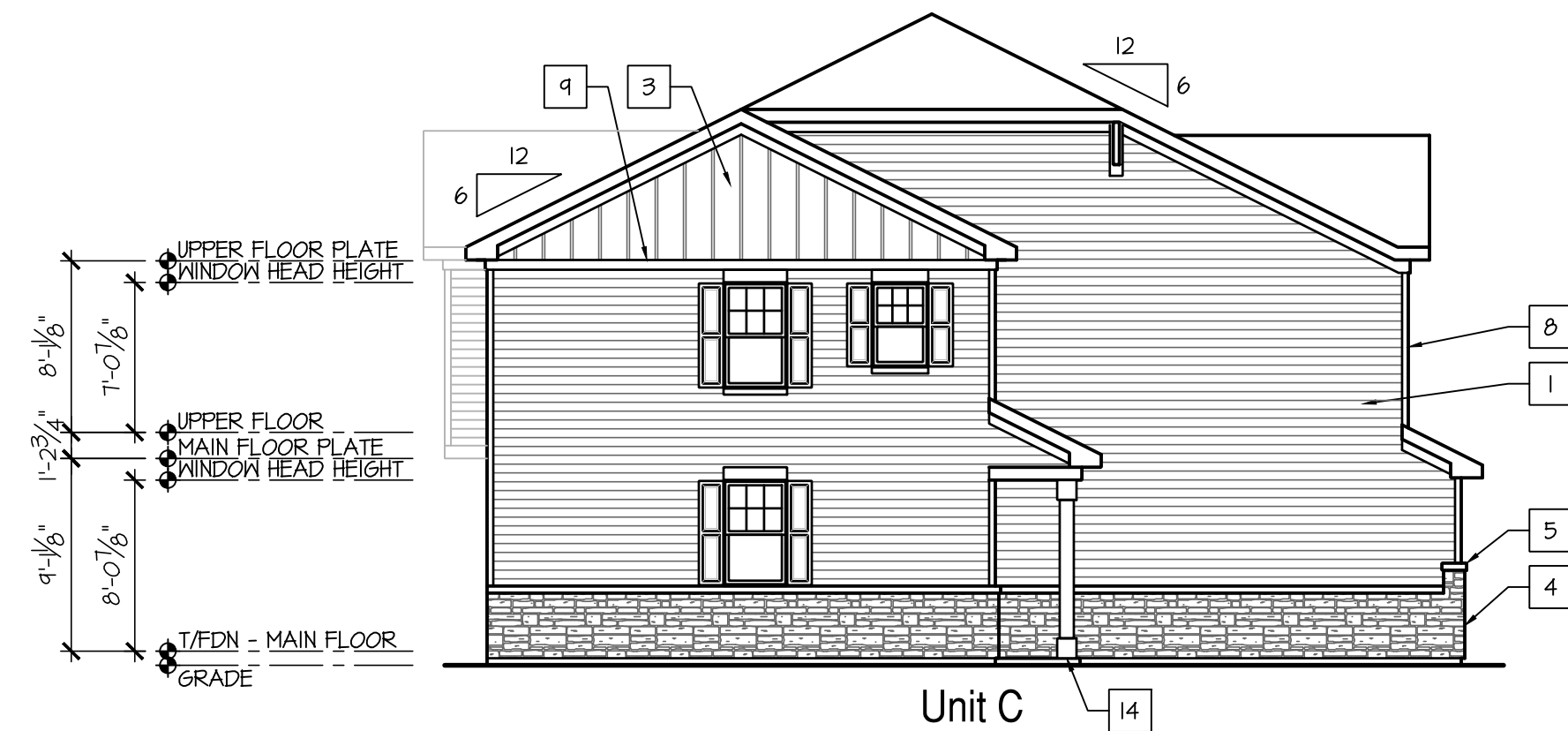
# THE FOLLOWING KEYNOTES REFERENCE THE SYMBOLS AS SHOWN ON PLANS:

1. 6" LAP SIDING
2. SHAKE SIDING
3. VERTICAL SIDING
4. STONE VENEER
5. STONE CAP
6. 1x8 FASCIA
7. 1x8 RAKE
8. 5/4x4 TRIM
9. 5/4x6 TRIM
10. 5/4x8 TRIM
11. 14" SHUTTERS
12. DECORATIVE BRACKET
13. COMPOSITION SHINGLES
14. 8" COLUMN



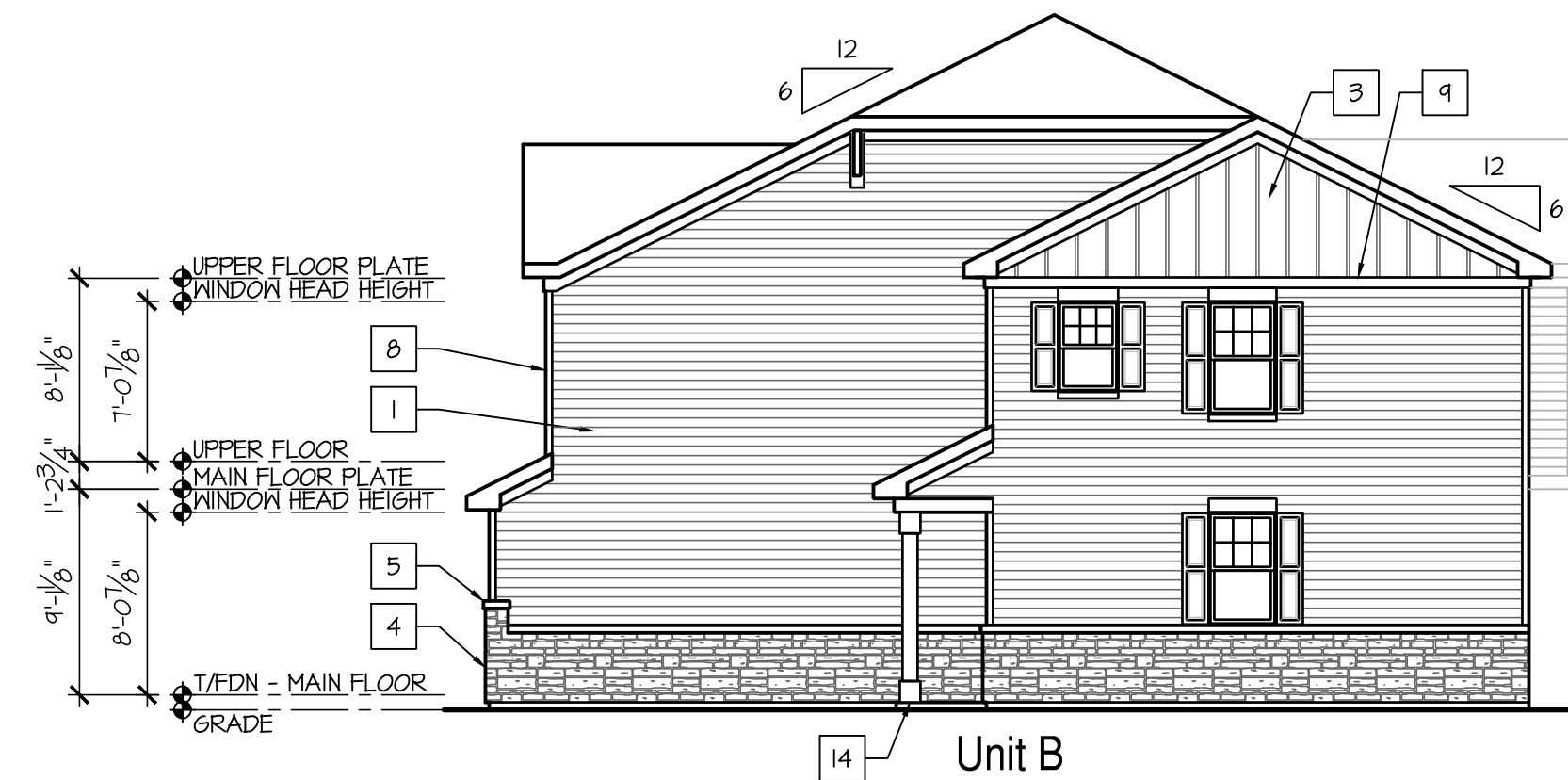
## Front Elevation

SCALE: 1/8"=1'-0"



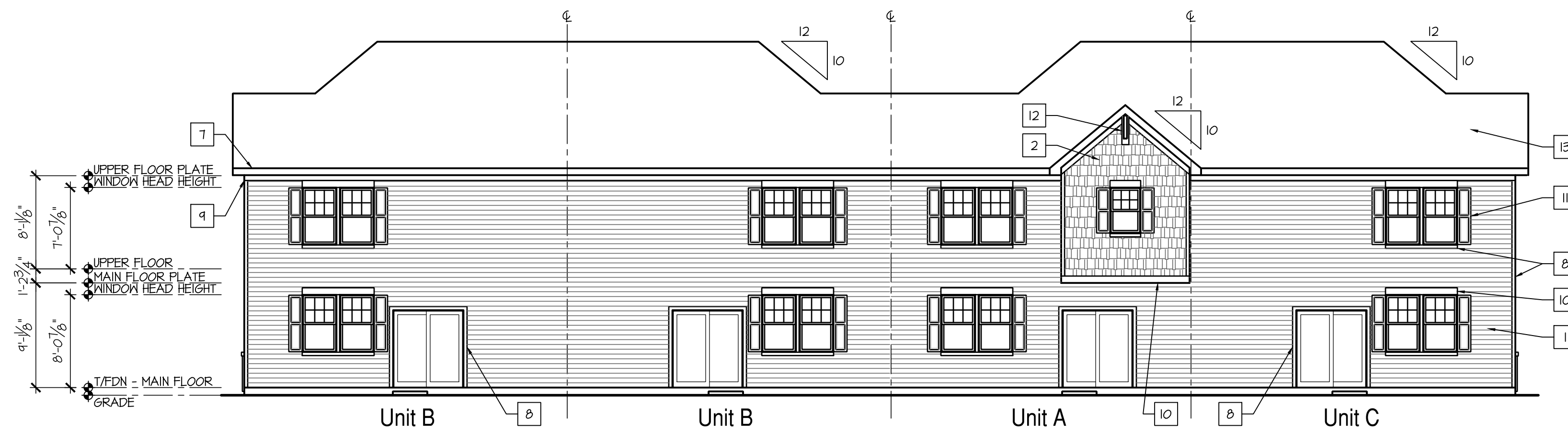
## Side Elevation

SCALE: 1/8"=1'-0"



## Side Elevation

SCALE: 1/8"=1'-0"



## Rear Elevation

SCALE: 1/8"=1'-0"

**VILLAGE OF GILBERTS**

**RESOLUTION 02-2021**

**A RESOLUTION APPROVING REVISED ELEVATIONS FOR THE TOWNHOMES IN THE CONSERVANCY DEVELOPMENT**

**WHEREAS**, on October 31, 2005, the Village of Gilberts Board of Trustees approved an Annexation and Development Agreement between the Village of Gilberts and the owners of approximately 1,114 acres of land as described in the original Annexation Agreement (“*Original Annexation Agreement*”) for the development of 1,114 acres known as the Conservancy (“*Conservancy*”), which Agreement was recorded on January 9, 2006, with the Kane County Recorder’s Office, as Document No. 2006K002188; and

**WHEREAS**, Gilberts Development LLC (“*Gilberts Development*”), is the successor-in-interest to a portion of the Conservancy consisting of 914.02 acres (“*Gilberts Development Parcel*”); and

**WHEREAS**, the Annexation Agreement has been amended from time-to-time, including the First Amendment, which was recorded on February 3, 2017, with the Kane County Recorder’s Office as Document No. 2017K006674, the Second Amendment, which was recorded on April 16, 2019, with the Kane County Recorder’s Office as Document No. 2019K014772; and the Third Amendment which was recorded on July 9, 2019, with the Kane County Recorders’ Office as Document No. 2019K029087 (the Original Annexation Agreement, First Amendment, Second Amendment, and Third Amendment shall be collectively referred to as “*Annexation Agreement*”); and

**WHEREAS**, on November 22, 2005, the Village of Gilberts Board of Trustees also approved Ordinance No. 05-46, a Rezoning and Planned Unit Development Ordinance for the Conservancy Development; and

**WHEREAS**, Ordinance No. 05-46 has been amended from time-to-time, including a First PUD Amendment approved in 2017, and a Second PUD Amendment in 2019 (Ordinance No. 05-46, as amended by the First PUD Amendment and Second PUD Amendment, shall be referred to as the “*PUD Ordinance*”); and

**WHEREAS**, the PUD Ordinance approved Building Elevation Plans for the townhomes in the Gilberts Development Parcel; and

**WHEREAS**, Section 3 of the PUD Ordinance and Section 22.J of the Annexation Agreement authorize the Village Board to approve modifications to the approved Building Elevation Plans pursuant to a Resolution; and

**WHEREAS**, the Village Board previously approved additional Building Elevation Plans for single family homes, as prepared by BSB Architects, pursuant to Ordinance 09-2019; and

**WHEREAS**, the Village Board is now being asked to approve revised Building Elevation Plans for the townhomes, as attached to this Resolution; and

**WHEREAS**, the Village Board has considered and approves the request to approve revised Building Elevation Plans for the townhomes in the Gilberts Development Parcel, as set forth in this Resolution.

**THEREFORE, BE IT RESOLVED 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 Resolution as though set forth in this Section 1.

**Section 2.**     **Approval of a Revised Building Model and Elevation Plans for Single Family Homes.** In accordance with the authority granted by the Annexation Agreement and the PUD Ordinance, the Village Board of Trustees hereby approves the revised Building Model and Elevation Plans for townhome residences in the Gilberts Development Parcel that are attached to this Resolution as **Exhibit B**. This Elevation replaces the Elevation authorized by the PUD Ordinance.

**Section 3.**     **Conditions.** The approvals granted in Section 2 of this Resolution are conditioned upon and limited by the following requirements, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the President and Board of Trustees, invalidate the approvals:

- A.     **No Authorization of Work.** This Resolution does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Conservancy Development pursuant to the approvals granted in this Resolution unless and until all conditions of this Resolution have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
  
- B.     **Compliance with Laws.** The Village's zoning, subdivision, and building regulations, and all other applicable Village ordinances and regulations shall continue to apply to the Conservancy Development, and the development and use of the Conservancy Development shall comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
  
- C.     **Continued Effect of the Approvals.** The Amended PUD Ordinance and the Amended Annexation Agreement shall remain in full force and effect, and the Owner shall comply with all requirements, conditions, and restrictions therein.

In addition, any violation of this Resolution shall be deemed a violation of the Village of Gilberts Zoning Code and shall subject the Owner to enforcement proceedings accordingly.

**Section 4. Severability.** In the event a court of competent jurisdiction finds this Resolution or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Resolution and the application thereof to the greatest extent permitted by law.

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

**Section 6. Effective Date.** Upon its passage and approval according to law, this Resolution shall, by authority of the Board of Trustees, be published in pamphlet form.

**PASSED BY THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2021.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Kurt Kojzarek	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021

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

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Courtney Baker

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONSERVANCY DEVELOPMENT**

PARCEL 1:

THE WEST 87 LINKS OF GOVERNMENT LOT 1 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 4 RODS OF THE EAST 3 RODS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11 TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, SAID PARALLEL LINE BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN AND BELVIDERE ELECTRIC COMPANY IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 6:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 7:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 8:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 9:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 2 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF



THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 10:

THE NORTH HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 4 RODS OF THE WEST 3 RODS THEREOF) OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 11:

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, (EXCEPT THE WEST 87 LINKS OF THE NORTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER AND ALSO EXCEPT THAT PART OF SAID NORTHWEST FRACTIONAL LYING NORTHEASTERLY OF THE CENTER LINE OF HUNTLEY ROAD), ALSO THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

Parcel Identification Numbers: 02-02-100-007; 02-02-100-008; 02-02-300-002; 02-02-300-003; 02-02-300-004; 02-02-400-002; 02-11-100-003; 02-11-100-010; 02-11-200-001; 02-11-200-003; 02-11-200-005; 02-11-200-007; 02-11-300-008; 02-11-400-003; 02-11-400-004; 02-11-400-005; 02-11-475-012; 02-11-425-001; 02-11-475-001; 02-11-425-010; 02-11-401-016; 02-11-296-001; 02-11-401-001; 02-11-401-008; 02-11-401-015; 02-11-350-007; 02-11-404-010; 02-11-475-013; 02-11-401-014; 02-11-401-013; 02-11-401-012; 02-11-401-011; 02-11-401-010; 02-11-401-009; 02-11-401-008; 02-11-401-007; 02-11-401-006; 02-11-401-005; 02-11-401-004; 02-11-401-003; 02-11-401-002; 02-11-296-002; 02-11-402-001; 02-11-402-002; 02-11-402-003; 02-11-348-001; 02-11-402-004; 02-11-348-002; 02-11-402-005; 02-11-348-003; 02-11-348-004; 02-11-350-006; 02-11-350-005; 02-11-350-004; 02-11-404-004; 02-11-350-003; 02-11-404-003; 02-11-350-002; 02-11-404-002; 02-11-350-001; 02-11-404-001; 02-11-404-006; 02-11-404-007; 02-11-404-008; 02-11-404-009; 02-11-451-001; 02-11-451-011; 02-11-451-002; 02-11-451-012; 02-11-451-003; 02-11-451-013; 02-11-451-004; 02-11-451-014; 02-11-451-005; 02-11-451-015; 02-11-451-006; 02-11-451-016; 02-11-451-007; 02-11-451-017; 02-11-451-008; 02-11-451-018; 02-11-451-009; 02-11-451-019; 02-11-451-010; 02-11-451-020; 02-11-349-001; 02-11-349-002; 02-11-349-003; 02-11-349-004; 02-11-349-005; 02-11-349-006; 02-11-349-007; 02-11-349-008; 02-11-349-009; 02-11-403-001; 02-11-403-002; 02-11-403-003; 02-11-403-004; 02-11-403-005; 02-11-403-006; 02-11-403-007; 02-11-403-008; 02-11-403-009; 02-11-405-001; 02-11-405-002; 02-11-405-003; 02-11-405-004; 02-11-405-005; 02-11-405-006; 02-11-405-007; 02-11-405-008; 02-11-405-009; 02-11-405-010; 02-11-405-011; 02-11-405-012; 02-11-405-013; 02-11-405-014; 02-11-405-015; 02-11-405-015; 02-11-405-016; 02-11-405-017; 02-11-405-018; 02-11-405-019; 02-11-425-002; 02-11-425-003; 02-11-425-004; 02-11-425-005; 02-11-425-006; 02-11-425-007; 02-11-425-008; 02-11-425-009; 02-11-425-010; 02-11-425-011; 02-11-425-012; 02-11-425-013; 02-11-425-014; 02-11-425-015; 02-11-425-016; 02-11-425-017; 02-11-425-018; 02-11-425-019; 02-11-425-020; 02-11-452-001; 02-11-452-002; 02-11-452-003; 02-11-452-004; 02-11-452-005; 02-11-452-006; 02-11-452-007; 02-11-452-008; 02-11-452-009; 02-11-452-010; 02-11-452-011; 02-11-452-012; 02-11-452-013; 02-11-452-014; 02-11-452-015; 02-11-452-016; 02-11-452-017; 02-11-452-018; 02-11-452-019; 02-11-475-002; 02-11-475-003; 02-11-475-004; 02-11-475-005; 02-11-475-006; 02-11-475-007; 02-11-475-008; 02-11-475-009; 02-11-475-010; 02-11-475-011

**EXHIBIT B**

**REPLACEMENT BUILDING MODEL AND ELEVATION PLAN FOR TOWNHOMES  
IN THE CONSERVANCY DEVELOPMENT**

Gilberts Conservancy Townhomes by BSB Design, dated December 4, 2020



## *Village of Gilberts*

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

**To:** Village President and Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** January 5, 2021 Village Board Meeting  
**Re:** Item 5.E: An Ordinance Amending the Fiscal Year 2021 Budget for the Fiscal Year  
Ending April 30, 2021

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Based on Board feedback and discussions, the Finance Department and Administration have prepared a Budget Amendment to move the funds allocated for the equity wage adjustments to the appropriate General Ledger accounts.

**VILLAGE OF GILBERTS**

**ORDINANCE 03-2021**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2020 BUDGET FOR THE FISCAL YEAR ENDING APRIL 30, 2020**

**WHEREAS**, the Village of Gilberts, an Illinois municipal corporation (the “Village”), situated in Kane County, Illinois, as contemplated under ILCS section 65 of the Illinois State Statues, and the passage of this Ordinance constitutes and exercise of the Village powers and functions as granted in the Constitution of the State of Illinois; and

**WHEREAS**, the Village of Gilberts acting by and through its President and Board of Trustees has previously approved the Budget Ordinance for the Fiscal Year Ending April 30, 2021 as a part of Ordinance 05-2020; and

**WHEREAS**, it is necessary and appropriate to delete, add to, or otherwise change certain line items in said Budget Ordinance as provided in this Ordinance;

**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 amendments to the Budget Ordinance for the Fiscal Year Ending April 30, 2021 are as follows:

Description	Account No.		New Budget
Wages - General Admin	01-01-5030	is amended to	\$ 278,404.00
FICA - General Admin	01-01-5040	is amended to	\$ 18,361.00
Medicare - General Admin	01-01-5050	is amended to	\$ 4,295.00
IMRF - General Admin	01-01-5032	is amended to	\$ 33,741.00
Wages - General Police	01-02-5030	is amended to	\$ 828,829.00
FICA - General Police	01-02-5040	is amended to	\$ 52,160.00
Medicare - General Police	01-02-5050	is amended to	\$ 12,007.00
IMRF - General Police	01-02-5032	is amended to	\$ 3,410.00
Wages - General PW	01-03-5030	is amended to	\$ 218,773.00
FICA - General PW	01-03-5040	is amended to	\$ 14,762.00
Medicare - General PW	01-03-5050	is amended to	\$ 3,417.00
IMRF - General PW	01-03-5032	is amended to	\$ 27,674.00
Wages - General Bldg	01-04-5030	is amended to	\$ 87,526.00
FICA - General Bldg	01-04-5040	is amended to	\$ 5,427.00
Medicare - General Bldg	01-04-5050	is amended to	\$ 1,270.00
IMRF - General Bldg	01-04-5032	is amended to	\$ 5,033.00
Wages - General Parks	01-06-5030	is amended to	\$ 26,112.00
FICA - General Parks	01-06-5040	is amended to	\$ 1,620.00

Medicare - General Parks	01-06-5050	is amended to	\$ 379.00
Wages - Water	20-10-5030	is amended to	\$ 167,193.00
FICA - Water	20-10-5040	is amended to	\$ 10,651.00
Medicare - Water	20-10-5050	is amended to	\$ 2,492.00
IMRF - Water	20-10-5032	is amended to	\$ 20,784.00
Wages - Wastewater	20-20-5030	is amended to	\$ 180,730.00
FICA - Wastewater	20-20-5040	is amended to	\$ 11,490.00
Medicare - Wastewater	20-20-5050	is amended to	\$ 2,688.00
IMRF - Wastewater	20-20-5032	is amended to	\$ 22,415.00

**Section 2. Severability.** If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity of unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

**Section 3. Repeal.** All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

**Section 4. Publication.** This ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

**PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Kurt Kojzarek	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

(SEAL)

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

ATTEST: \_\_\_\_\_  
Courtney Baker, Village Clerk

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