

Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

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

www.villageofgilberts.com

VILLAGE BOARD MEETING AGENDA

Tuesday, June 16, 2020 - 7:00 p.m. - Village Hall Board Room

Please be advised that some of the Village Board members may be attending this meeting by electronic means, in compliance with the Governor's Executive Order 2020-07, as amended and extended, that suspended the requirement of a physical quorum of a public body in attendance at a meeting.

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

Zoom (video and/or audio): <https://zoom.us/j/98622447128>

Meeting ID: 986 2244 7128

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

Alternatively, members of the public can submit written comments via email at info@villageofgilberts.com. Any comments received by 5 pm on June 16, 2020 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 June 2, 2020 Village Board Meeting
- B. A Motion to approve Minutes from the June 9, 2020 Special Village Board Meeting
- C. A Motion to approve Bills & Payroll dated June 16, 2020
- D. A Motion to approve the May 2020 Treasurer's Report

5. ITEMS FOR APPROVAL

- A. A Motion to Approve Ordinance 07-2020, an Ordinance Amending and Replacing in its Entirety Ordinance 06-2020 Approving a Temporary Policy Authorizing and Regulating Outdoor Dining
- B. A Motion to Approve a Request by Cruisin to Allow Live Entertainment as part of its Outdoor Dining use at 11 Galligan Road on June 20, 2020 and July 4, 2020
- C. A Motion to Ratify NIMEC Joint Bid Electrical Contracts for Water/Wastewater Facilities and Streetlighting a Previously Authorized by Resolution 06-2020
- D. A Motion to Concur with the FY2021 Capital Projects Memo

6. ITEMS FOR DISCUSSION

7. STAFF REPORTS

8. TRUSTEES' REPORTS

9. PRESIDENTS' REPORT

10. EXECUTIVE SESSION*

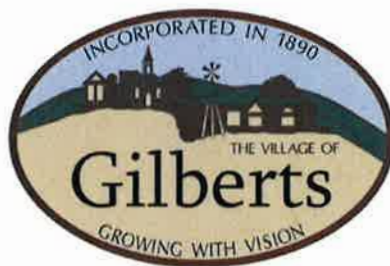
11. ADJOURNMENT

***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, June 2, 2020**

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

President Zirk called the meeting to order at 7:02 p.m. He proceeded to lead those present in the Pledge of Allegiance.

2. ROLL CALL / ESTABLISH QUORUM

Village Clerk Courtney Baker called the roll. Roll call: Members present: Trustees Kojzarek, Corbett, Allen, Zambetti, Farrell, Hacker, and President Zirk. Others present: Village Administrator Brian Bourdeau, Finance Director Taunya Fischer, Public Works Director Grosskopf, and Village Attorney Julie Tappendorf. For members of the audience, please see the attached copy of the sign-in sheet.

3. PUBLIC COMMENT

Lynda Lange – Ms. Lange introduced herself to the Board and advised that she was there to listen in on what would be said during the meeting tonight.

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the May 19, 2020 Village Board Meeting
- B. A Motion to approve Bills & Payroll dated May 19, 2020

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

5. ITEMS FOR APPROVAL

- A. Ordinance 06-2020, an Ordinance Approving a Temporary Policy Authorizing and Regulating Outdoor Dining – President Zirk addressed several items on the proposed ordinance that needed further guidance from the Board such as item B in section 3 regarding use of right of way or other public property for outdoor seating and item G regarding outdoor music. The Board discussed several options for allowing outdoor music such as only allowing it on certain days and times. A car show that was held at local restaurant over the past weekend was discussed and

the Board advised that they would like more communication about any special event permits that are applied for during the time of COVID-19. Attorney Tappendorf summarized the changes that the Board agreed upon which include the following; outdoor music will be permitted provided that live entertainment will only be on Fridays and Saturdays and require a special event permit issued by the Board, any outdoor music must comply with the Village's sound ordinance and outdoor seating/dining in the public right of way and on public property is prohibited.

A Motion was made by Trustee Farrell and seconded by Trustee Zambetti to Approve Ordinance 06-2020, an Ordinance Approving a Temporary Policy Authorizing and Regulating Outdoor Dining as Amended. Roll call vote: Trustees Farrell, Hacker, Kojzarek, Corbett, Allen, and Zambetti voted Aye. 0-nay, 0-abstained. Motion carried.

B. Resolution 17-2020, a Resolution Approving the Purchase of Police Radios and Related Accessories from Illinois Communications Sales, Inc. in an Amount Not-to-Exceed \$13,250 – President Zirk advised the Board that this item would not be coming out of the capital projects budget but out of the EDUI Fund.

A Motion was made by Trustee Zambetti and seconded by Trustee Allen to Approve 17-2020, a Resolution Approving the Purchase of Police Radios and Related Accessories from Illinois Communications Sales, Inc. in an Amount Not-to-Exceed \$13,250. Roll call vote: Trustees Kojzarek, Corbett, Zambetti, Farrell, and Hacker voted Aye. 0-nays, 0-abstained. Motion carried.

6. ITEMS FOR DISCUSSION

A. FY2021 Budget Review, Updated Revenue Projections Related to COVID-19 and Discussion of Planned Capital Projects – Administrator Bourdeau advised the Board that there is a projected decrease in the FY2021 budget of about \$131,000 which includes sales tax, state income tax, local tax, and video gaming. Staff has projected a decline of 20% of revenues. Staff has also reviewed and identified projects that were still pending discussion to determine if some could be deferred to a future fiscal year or point when the revenue impacts of COVID-19 are more certain. There are \$68,890 worth of capital projects which could be deferred and \$45,700 worth of capital projects recommended for completion. The Board discussed the projects that Staff has made recommendations on. President Zirk asked Attorney Tappendorf if a resolution could be prepared to be brought back to the Board with the list of approved capital projects and ones to be deferred. Attorney Tappendorf stated that a resolution is not required but it can be done. Administrator Bourdeau advised that Staff will prepare a memo with the recommended projects that will be included on a future Board meeting agenda for acceptance.

7. STAFF REPORTS

Administrator Bourdeau

- Asked the Board for guidance on whether or not to continue the policy of extending water shut offs due to unpaid utility bills for the next billing cycle. Trustee Zambetti suggested to handle June utility payments the same as April's and then resume normal late fee collection and shut off's for the next cycle. Finance Director Fischer advised the Board that there are about 20 residents who still have not paid their current utility bill and have not reached out to set up a payment plan. The Board advised Director Fischer to give notice of shut off to these residents with a letter and then a blue tag.

- Has submitted questions to DCEO to clarify if Movies in the Park will be allowable or not and has still not received a response.
- Village Hall will begin a limited re-opening to the public this week with proper PPE and social distancing procedures in place.

8. TRUSTEE REPORTS

There were no trustee reports at this time.

9. PRESIDENT'S REPORT

President Zirk had nothing to report at this time.

10. EXECUTIVE SESSION*

An executive session did not take place.

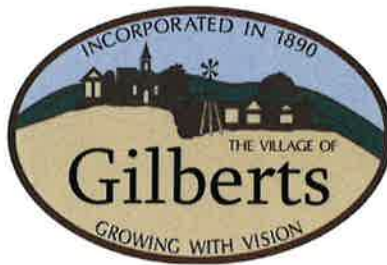
11. ADJOURNMENT

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 9:48 p.m.** Voice vote carried unanimously.

Respectfully submitted,



Courtney Baker
Village Clerk



**MINUTES FOR VILLAGE OF GILBERTS
SPECIAL BOARD OF TRUSTEES MEETING
Village Hall: 87 Galligan Road, Gilberts, IL 60136
Meeting Minutes
Tuesday, June 9, 2020**

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

President Zirk called the meeting to order at 7:05 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, Corbett, Allen, Zambetti, Farrell, Hacker, and President Zirk. Others present: Village Administrator Brian Bourdeau and Village Attorney Julie Tappendorf. For members of the audience, please see the attached copy of the sign-in sheet.

3. PUBLIC COMMENT

There were no public comments at this time.

4. ITEMS FOR APPROVAL

- A. Request by Pub 72 to Allow Live Entertainment as part of its Outdoor Dining use at 38 E. Higgins Road on June 13, 2020, June 20, 2020, June 27, 2020 and July 4, 2020 – President Zirk advised the Board that the requested June 27 and July 4 dates on this special event application may be subject to revised/modified Executive Order and phase guidance from the state. Under the Governor’s current plan, June 26, 2020 represents the next point at which Illinois may consider moving to Phase 4.

A Motion was made by Trustee Allen and seconded by Trustee Farrell to Approve a Request by Pub 72 to Allow Live Entertainment as part of its Outdoor Dining use at 38 E. Higgins Road on June 13, 2020, June 20, 2020, June 27, 2020 and July 4, 2020. Roll call vote: Trustees Farrell, Hacker, Kojzarek, Corbett, Allen, and Zambetti voted Aye. 0-nay, 0-abstained. Motion carried.

- B. Reconsider the Village Board’s June 2, 2020 Approval of Ordinance 06-2020, an Ordinance Approving a Temporary Policy Authorizing and Regulating Outdoor Dining – Trustee Hacker addressed the Board regarding the recent approval of Ordinance 06-2020. Trustee Hacker stated that allowing special event permits to be approved by Administrator Bourdeau and President Zirk would provide for a faster approval process for the applicant rather than having to bring the

Page 1 of 2

application before the Board for approval as this new ordinance requires for live music approvals. Trustee Zambetti stated that he would like to leave the ordinance as approved and have special event applications with live music requests be brought back to the Board for approval.

A Motion was made by Trustee Hacker to Reconsider the Village Board's June 2, 2020 Approval of Ordinance 06-2020, an Ordinance Approving a Temporary Policy Authorizing and Regulating Outdoor Dining. Motion not seconded; motion failed.

C. Approve Ordinance 06-2020, An Ordinance Approving a Temporary Policy Authorizing and Regulating Outdoor Dining – President Zirk advised that, since Item B was not seconded, this motion will not be considered.

5. ITEMS FOR DISCUSSION

There were no items for discussion at this time.

6. STAFF REPORTS

There were no staff reports at this time.

7. TRUSTEE REPORTS

There were no trustee reports at this time.

8. PRESIDENT'S REPORT

President Zirk stated that he would like to change the current outdoor dining ordinance to allow for a transitional phase where outdoor dining would still be permitted even if the Governor allows indoor dining in Phase 4. President Zirk stated that, since Phase 4 might not allow for 100% capacity indoor dining and might remove outdoor dining altogether, it would benefit the restaurants in the Village to still be able to have outdoor dining until indoor dining could resume at 100% capacity. Attorney Tappendorf advised that she will prepare a revised ordinance for the Board's approval at the next meeting.

9. 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 Zambetti to adjourn from the public meeting at 8:10 p.m.** Voice vote carried unanimously.

Respectfully submitted,



Courtney Baker
Village Clerk

Department: 00 GENERAL FUND

ANCEL GLINK, P.C.	ESCROWS PAYABLE	250.00	THE CONSERVANCY
KRYSTAL & JOSH DOBLER	PARK PAVILION RENTAL	15.00	PARK PAVILION RENTAL
Total: 00 GENERAL FUND		265.00	

Department: 01 ADMINISTRATIVE

ANCEL GLINK, P.C.	LEGAL LITIGATION	4,050.00	WC MEDIA
ANCEL GLINK, P.C.	LEGAL EXPENSE	50.00	CONSERVANCY SSA
ANCEL GLINK, P.C.	LEGAL EXPENSE	1,800.00	CORPORATE
ANCEL GLINK, P.C.	LEGAL EXPENSE	400.00	DEVELOPMENT MATTERS
ANCEL GLINK, P.C.	LEGAL EXPENSE	1,350.00	PERSONNEL
ANCEL GLINK, P.C.	COVID-19	4,250.00	COVID-19
ANCEL GLINK, P.C.	REIMBURSED EXPENSES	1,500.00	REIMBURSED EXPENSES
BENEFIT PLANNING CONSULTANTS,	CONTRACTUAL SERVICES	100.00	CONTRACTUAL SERVICES
CALL ONE	COMMUNICATIONS	522.89	COMMUNICATIONS
CARD SERVICES	DUES	756.00	DUES
CARD SERVICES	OFFICE SUPPLIES	74.37	OFFICE SUPPLIES
CARD SERVICES	COVID-19	43.88	COVID-19
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	473.20	CONTRACTUAL SERVICES
FOX VALLEY WEBWORKS, INC.	CONTRACTUAL SERVICES	149.85	CONTRACTUAL SERVICES
IPO INTEGRATED PURCHSING OPTIONS	OFFICE SUPPLIES	214.68	OFFICE SUPPLIES
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	533.19	CONTRACTUAL SERVICES
ORION LWS, INC.	MAINTENANCE BUILDING	560.00	MAINTENANCE BUILDING
VERIZON WIRELESS	COMMUNICATIONS	119.75	COMMUNICATIONS
Total: 01 ADMINISTRATIVE		16,947.81	

Department: 02 POLICE

CALL ONE	COMMUNICATIONS	326.32	COMMUNICATIONS
CARD SERVICES	OPERATING EXPENSE	108.00	OPERATING EXPENSE
CARD SERVICES	OFFICE SUPPLIES	73.30	OFFICE SUPPLIES
CARD SERVICES	COVID-19	324.87	COVID-19
IPO INTEGRATED PURCHSING OPTIONS	OFFICE SUPPLIES	276.81	OFFICE SUPPLIES
IPO INTEGRATED PURCHSING OPTIONS	COVID-19	135.00	COVID-19
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	22.04	CONTRACTUAL SERVICES
PACES AUTO SERVICE	MAINTENANCE VEHICLES	130.10	MAINTENANCE VEHICLES
SWIFT WASH, LLC	CONTRACTUAL SERVICES	121.50	CONTRACTUAL SERVICES
VERIZON WIRELESS	COMMUNICATIONS	234.35	COMMUNICATIONS
WRIGHT EXPRESS FSC	GASOLINE & OIL	1,414.32	GASOLINE & OIL
Total: 02 POLICE		3,166.61	

Department: 03 PUBLIC WORKS

CALL ONE	COMMUNICATIONS	167.77	COMMUNICATIONS
CARD SERVICES	RENTAL-EQUIPMENT	260.00	RENTAL-EQUIPMENT
CLARKE ENVIRONMENTAL MOSQUITO	CONTRACTUAL SERVICES	2,030.00	CONTRACTUAL SERVICES
COMMONWEALTH EDISON	STREETLIGHTING	57.95	STREETLIGHTING
CONSTELLATION NEWENERGY, INC.	STREETLIGHTING	1,840.22	STREETLIGHTING
JCK CONTRACTORS	MAINTENANCE GROUNDS	70.00	MAINTENANCE GROUNDS
MENARDS - CARPENTERSVILLE	MAINTENANCE BUILDING	171.95	MAINTENANCE BUILDING
MENARDS - CARPENTERSVILLE	MAINTENANCE STREETS	15.68	MAINTENANCE STREETS
NORTHERN SAFETY CO., INC.	UNIFORMS - 05/01/2019 OR AFTER	42.49	UNIFORMS - 05/01/201
VERIZON WIRELESS	COMMUNICATIONS	161.34	COMMUNICATIONS
WRIGHT EXPRESS FSC	GASOLINE & OIL	642.73	GASOLINE & OIL
Total: 03 PUBLIC WORKS		5,460.13	

Department: 04 BUILDING

B&F CONSTRUCTION CODE SVC, INC	BUILDING PERMIT EXPENSE-PASS T	927.50	BUILDING PERMIT EXPE
CALL ONE	COMMUNICATIONS	194.26	COMMUNICATIONS
IPO INTEGRATED PURCHSING OPTIONS	OFFICE SUPPLIES	11.95	OFFICE SUPPLIES

MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	310.11	CONTRACTUAL SERVICES
VERIZON WIRELESS	COMMUNICATIONS	63.60	COMMUNICATIONS
WRIGHT EXPRESS FSC	GASOLINE & OIL	50.25	GASOLINE & OIL
Total: 04 BUILDING		<u>1,557.67</u>	

Department: 06 PARKS

C. SINGLETON PLUMBING	CONTRACTUAL SERVICES	210.00	CONTRACTUAL SERVICES
CALL ONE	COMMUNICATIONS	210.54	COMMUNICATIONS
Total: 06 PARKS		<u>420.54</u>	

Department: 08 GARBAGE HAULING

MDC ENVIRONMENTAL SVCS.	GARBAGE HAULING EXPENSE	54,287.57	GARBAGE HAULING EXPE
Total: 08 GARBAGE HAULING		<u>54,287.57</u>	

Department: 10 WATER SYSTEMS

ALEXANDER CHEMICAL CORPORATION	CHEMICALS	1,667.62	CHEMICALS
AQUA BACKFLOW, INC.	CONTRACTUAL SERVICES	360.00	CONTRACTUAL SERVICES
CALL ONE	COMMUNICATIONS	478.52	COMMUNICATIONS
CARD SERVICES	OFFICE SUPPLIES	0.99	OFFICE SUPPLIES
CONSTELLATION NEWENERGY, INC.	UTILITIES	175.50	UTILITIES
DISCOUNT TIRE	MAINTENANCE VEHICLES	360.00	MAINTENANCE VEHICLES
DYNEGY ENERGY SERVICES	UTILITIES	8,845.06	UTILITIES
FERGUSON WATERWORKS	CONTRACTUAL SERVICES	190.81	CONTRACTUAL SERVICES
FERGUSON WATERWORKS	REPAIRS-WATER DISTRIBUTION SYS	696.67	REPAIRS-WATER DISTRI
ILLINOIS RURAL WATER ASSOC.	DUES	416.92	DUES
IPO INTEGRATED PURCHSING OPTIONS	OFFICE SUPPLIES	13.90	OFFICE SUPPLIES
MACCARB, INC.	CONTRACTUAL SERVICES	61.78	CONTRACTUAL SERVICES
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	60.01	CONTRACTUAL SERVICES
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	25.98	MAINTENANCE PARTS &
NICOR	UTILITIES	94.74	UTILITIES
PDC LABORATORIES, INC	LABORATORY TESTING	15.00	LABORATORY TESTING
STEINER ELECTRIC CO	SMALL TOOLS AND EQUIPMENT	56.92	SMALL TOOLS AND EQUI
VERIZON WIRELESS	COMMUNICATIONS	144.54	COMMUNICATIONS
VIKING CHEMICAL CO	CHEMICALS	1,045.05	CHEMICALS
WRIGHT EXPRESS FSC	GASOLINE & OIL	159.02	GASOLINE & OIL
Total: 10 WATER SYSTEMS		<u>14,869.03</u>	

Department: 20 WASTEWATER SYSTEMS

ADVANCED AUTOMATION AND	COLLECTION SYS. PUMP MAINT.	690.00	COLLECTION SYS. PUMP
ALEXANDER CHEMICAL CORPORATION	CHEMICALS	4,952.85	CHEMICALS
BLAIN'S FARM & FLEET	MAINTENANCE PARTS & MATERIALS	239.92	MAINTENANCE PARTS &
CALL ONE	COMMUNICATIONS	190.41	COMMUNICATIONS
CONSTELLATION NEWENERGY, INC.	UTILITIES	453.69	UTILITIES
DISCOUNT TIRE	MAINTENANCE VEHICLES	360.00	MAINTENANCE VEHICLES
DYNEGY ENERGY SERVICES	UTILITIES	8,845.07	UTILITIES
ELECTRIC MOTOR CORPORATION	COLLECTION SYS. PUMP MAINT.	815.00	COLLECTION SYS. PUMP
FERGUSON WATERWORKS	CONTRACTUAL SERVICES	190.81	CONTRACTUAL SERVICES
IPO INTEGRATED PURCHSING OPTIONS	OFFICE SUPPLIES	13.90	OFFICE SUPPLIES
MACCARB, INC.	CONTRACTUAL SERVICES	61.78	CONTRACTUAL SERVICES
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	60.01	CONTRACTUAL SERVICES
MENARDS - CARPENTERSVILLE	OFFICE SUPPLIES	49.97	OFFICE SUPPLIES
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	120.47	MAINTENANCE PARTS &
NICOR	UTILITIES	268.40	UTILITIES
SUBURBAN LABORATORIES	LABORATORY TESTING	565.00	LABORATORY TESTING
VERIZON WIRELESS	COMMUNICATIONS	144.55	COMMUNICATIONS
WRIGHT EXPRESS FSC	GASOLINE & OIL	159.02	GASOLINE & OIL
Total: 20 WASTEWATER SYSTEMS		<u>18,180.85</u>	

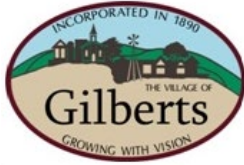
06/12/2020 12:01 PM
User: lsiegbahn
DB: Gilberts

INVOICE APPROVAL BY DEPT FOR VILLAGE OF GILBERTS
EXP CHECK RUN DATES 06/16/2020 - 06/16/2020
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

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Department: 90 GENERAL P/W PROJECTS EXPENSES

KARI KERESZTURI	TREE/SIDEWALK REPLACEMENT	275.00	TREE/SIDEWALK REPLAC
MICHAEL & SUSAN O'HERRON	TREE/SIDEWALK REPLACEMENT	275.00	TREE/SIDEWALK REPLAC
Total: 90 GENERAL P/W PROJECTS EXPENSES		550.00	
*** GRAND TOTAL ***		115,705.21	



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

Memorandum

TO: President Zirk and the Village Board of Trustees
CC: Brian Bourdeau, Village Administrator
FROM: Taunya Fischer, Finance Director
DATE: June 12, 2020
SUBJECT: May 31, 2020 Treasurer's Report

Here is a brief snapshot of the Village's Budget vs. Actual as of May 31, 2020 for the General and Water Funds.

General Fund	Budget	Actual	% BDGT Used
Revenues	4,343,159.00	331,432.62	8%
Expenses	4,343,159.00	215,272.16	5%
Net of Rev & Exp	0.00	116,160.46	

Water Fund	Budget	Actual	% BDGT Used
Revenues	2,275,150.00	121,655.41	5%
Expenses	2,143,696.00	59,703.29	3%
Net of Rev & Exp	131,454.00	61,952.12	

The percent of fiscal year completed for this report is 8.49%. The General Fund revenues are at 8% and expenses are at 5%; Water Fund revenues are at 5% and expenses are at 3%; and over all the funds the Village revenues are at 11% and expenses are at 4%. One item of note in the MFT Fund (page 13 of the DETAIL) is the first installment in six of the Rebuild IL MFT Program, which came to \$75,558.86. This will help explain why MFT is at 33% in revenues right now.

Also included in this May 31, 2020 report are:

Revenue and Expense Budget vs. 05/31/20 YTD chart

Summary – All Funds report

Detail – All Funds report

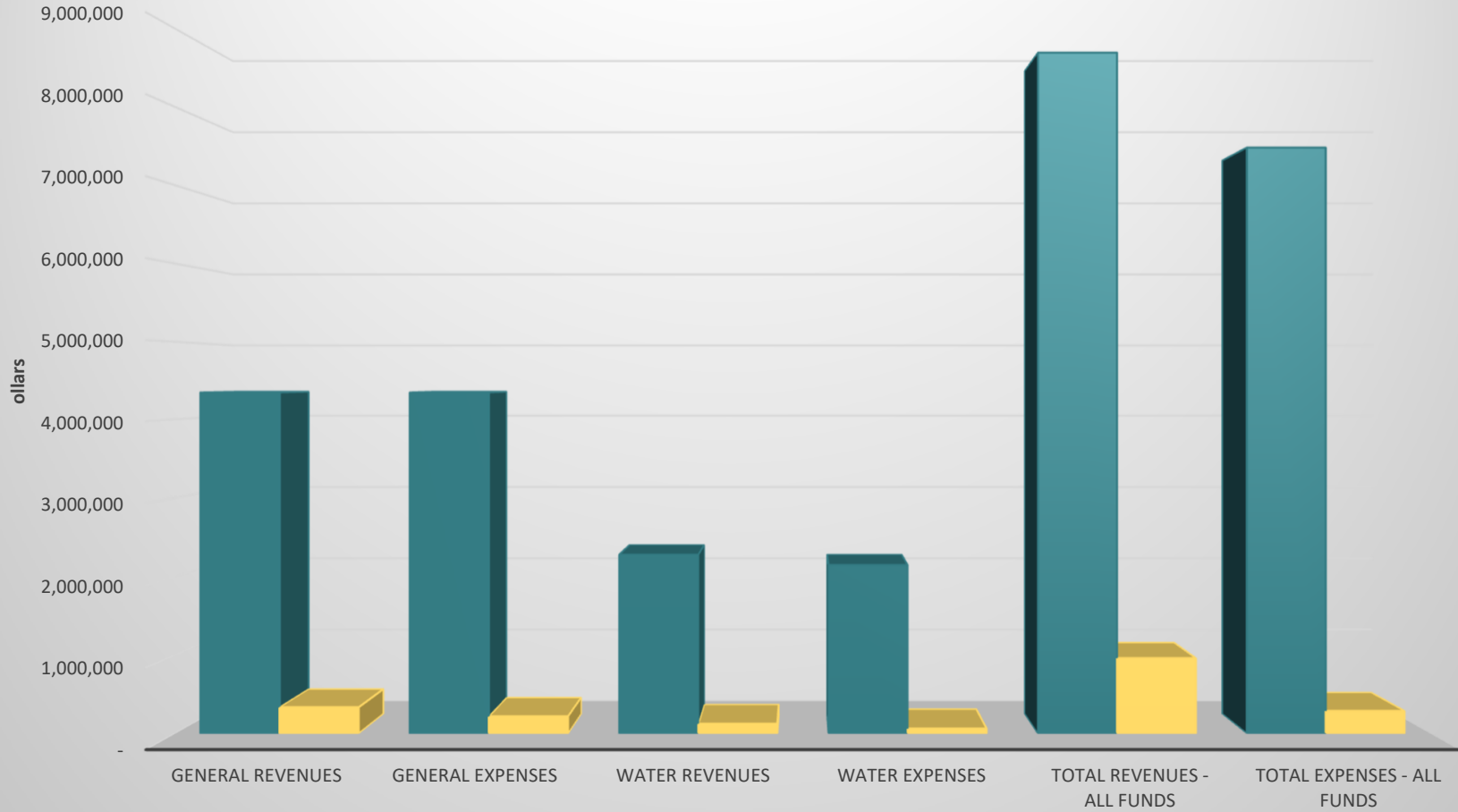
Please feel free to reach out with any questions.

Respectfully submitted,

Taunya Fischer

Finance Director

Village of Gilberts Revenues vs Expenses FY 2021 Budget vs YTD 05-31-2020



	GENERAL REVENUES	GENERAL EXPENSES	WATER REVENUES	WATER EXPENSES	TOTAL REVENUES - ALL FUNDS	TOTAL EXPENSES - ALL FUNDS
■ FY 2021 Budget	4,343,159.00	4,343,159.00	2,275,150.00	2,143,696.00	8,691,211.00	7,479,649.00
■ YTD AS OF 05-31-2020	331,432.62	215,272.16	121,655.41	59,703.29	956,790.69	284,889.20

REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE

PERIOD ENDING 05/31/2020 - SUMMARY

% Fiscal Year Completed: 8.49

GL NUMBER	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR MONTH 05/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 01 - GENERAL FUND:					
TOTAL REVENUES	4,343,159.00	331,432.62	331,432.62	4,011,726.38	8
TOTAL EXPENDITURES	4,343,159.00	215,272.16	215,272.16	4,127,886.84	5
NET OF REVENUES & EXPENDITURES	-	116,160.46	116,160.46	(116,160.46)	
Fund 11 - COMMUNITY DAYS:					
TOTAL REVENUES	45,400.00	-	-	45,400.00	0
TOTAL EXPENDITURES	44,685.00	-	-	44,685.00	0
NET OF REVENUES & EXPENDITURES	715.00	-	-	715.00	
Fund 12 - ROAD IMPROVEMENT FUND:					
TOTAL REVENUES	425,364.00	17,541.04	17,541.04	407,822.96	4
TOTAL EXPENDITURES	232,600.00	8,800.00	8,800.00	223,800.00	4
NET OF REVENUES & EXPENDITURES	192,764.00	8,741.04	8,741.04	184,022.96	
Fund 20 - WATER SYSTEM:					
TOTAL REVENUES	2,275,150.00	121,655.41	121,655.41	2,153,494.59	5
TOTAL EXPENDITURES	2,143,696.00	59,703.29	59,703.29	2,083,992.71	3
NET OF REVENUES & EXPENDITURES	131,454.00	61,952.12	61,952.12	69,501.88	
Fund 30 - MFT:					
TOTAL REVENUES	294,150.00	96,515.51	96,515.51	197,634.49	33
TOTAL EXPENDITURES	70,000.00	-	-	70,000.00	0
NET OF REVENUES & EXPENDITURES	224,150.00	96,515.51	96,515.51	127,634.49	
Fund 31 - PERFORMANCE BOND:					
TOTAL REVENUES	3,300.00	115.66	115.66	3,184.34	4
TOTAL EXPENDITURES	-	-	-	-	0
NET OF REVENUES & EXPENDITURES	3,300.00	115.66	115.66	3,184.34	
Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:					
TOTAL REVENUES	141,100.00	12,890.89	12,890.89	128,209.11	9
TOTAL EXPENDITURES	-	-	-	-	0
NET OF REVENUES & EXPENDITURES	141,100.00	12,890.89	12,890.89	128,209.11	
Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:					
TOTAL REVENUES	718,300.00	268,612.00	268,612.00	449,688.00	37
TOTAL EXPENDITURES	617,509.00	-	-	617,509.00	0
NET OF REVENUES & EXPENDITURES	100,791.00	268,612.00	268,612.00	(167,821.00)	
Fund 40 - DRUG FORFEITURE PD ACCOUNT:					
TOTAL REVENUES	380.00	-	-	380.00	0
TOTAL EXPENDITURES	-	-	-	-	0
NET OF REVENUES & EXPENDITURES	380.00	-	-	380.00	
Fund 43 - POLICE PENSION FUND:					
TOTAL REVENUES	444,908.00	108,027.56	108,027.56	336,880.44	24
TOTAL EXPENDITURES	28,000.00	1,113.75	1,113.75	26,886.25	4
NET OF REVENUES & EXPENDITURES	416,908.00	106,913.81	106,913.81	309,994.19	
TOTAL REVENUES - ALL FUNDS	8,691,211.00	956,790.69	956,790.69	7,734,420.31	11
TOTAL EXPENDITURES - ALL FUNDS	7,479,649.00	284,889.20	284,889.20	7,194,759.80	4
NET OF REVENUES & EXPENDITURES	1,211,562.00	671,901.49	671,901.49	539,660.51	

REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE
PERIOD ENDING 05/31/2020 - DETAIL
% Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		
				MONTH 05/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 01 - GENERAL FUND						
Revenues						
Dept 00 - GENERAL FUND						
01-00-3010	PROPERTY TAX	1,223,000.00	70,924.97	70,924.97	1,152,075.03	6
01-00-3020	PERSONAL PROPERTY REPL TAX	294.00	48.73	48.73	245.27	17
01-00-3030	TAX-SALES	288,292.00	18,302.12	18,302.12	269,989.88	6
01-00-3040	TAX-STATE INCOME	686,180.00	69,354.39	69,354.39	616,825.61	10
01-00-3041	STATE LOCAL USE TAX	215,656.00	17,099.76	17,099.76	198,556.24	8
01-00-3043	CANNABIS USE TAX	-	324.14	324.14	(324.14)	100
01-00-3060	LICENSE-LIQUOR	13,870.00	-	-	13,870.00	0
01-00-3090	PULLTABS & JAR GAMES TAX	880.00	-	-	880.00	0
01-00-3100	FEE-BUSINESS REGISTRATION	4,423.00	1,625.00	1,625.00	2,798.00	37
01-00-3110	FEE-CABLE FRANCHISE	77,598.00	8,563.17	8,563.17	69,034.83	11
01-00-3140	UTIL TAX-ELECTRIC	179,515.00	12,359.40	12,359.40	167,155.60	7
01-00-3150	ULT TAX-GAS	76,662.00	9,114.72	9,114.72	67,547.28	12
01-00-3160	CONTRACTOR REGISTRATION	9,766.00	1,140.00	1,140.00	8,626.00	12
01-00-3180	ULIT TAX-COMMUNICATIONS	100,000.00	7,437.47	7,437.47	92,562.53	7
01-00-3210	MISCELLANEOUS INCOME	1,000.00	661.44	661.44	338.56	66
01-00-3211	PLANNED USE OF FUND RESERVES	239,602.00	-	-	239,602.00	0
01-00-3220	FINES-COURT	21,000.00	764.55	764.55	20,235.45	4
01-00-3230	FINES-OTHER	3,300.00	25.00	25.00	3,275.00	1
01-00-3250	FEES-BUILDING PERMITS	26,288.00	8,503.00	8,503.00	17,785.00	32
01-00-3260	OVERWT/SIZE PERMIT FEE	2,500.00	828.00	828.00	1,672.00	33
01-00-3280	FEES-BUILDING PERMITS-PASS THRU	20,250.00	4,050.00	4,050.00	16,200.00	20
01-00-3290	RECYCLING LICENSE	2,500.00	-	-	2,500.00	0
01-00-3330	PARK PAVILION RENTAL	620.00	-	-	620.00	0
01-00-3400	CD INTEREST	20,000.00	932.88	932.88	19,067.12	5
01-00-3410	INTEREST EARNED	1,679.00	30.84	30.84	1,648.16	2
01-00-3440	PARK IMPACT FEES	42,420.00	9,808.00	9,808.00	32,612.00	23
01-00-3451	GILBERTS POLICE REPORT REQUEST	380.00	25.00	25.00	355.00	7

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
				MONTH 05/31/2020			
01-00-3460	CONSERVANCY UTILITY DONATION	7,500.00	2,000.00	2,000.00		5,500.00	27
01-00-3470	INTEREST EARNED - ILLINOIS FUNDS	55,000.00	2,435.56	2,435.56		52,564.44	4
01-00-3480	ANTENNA RENTAL	65,380.00	5,448.31	5,448.31		59,931.69	8
01-00-3500	GRANT REVENUE	4,157.00	-	-		4,157.00	0
01-00-3530	VACANT BUILDING REGISTRATION	700.00	-	-		700.00	0
01-00-3540	RAFFLE LICENSE	60.00	-	-		60.00	0
01-00-3550	FOOD VENDOR REGISTRATION	-	100.00	100.00		(100.00)	100
01-00-3560	GARBAGE HAULER LICENSE	800.00	-	-		800.00	0
01-00-3580	VIDEO GAMING	73,377.00	4,701.74	4,701.74		68,675.26	6
01-00-3590	VIDEO GAMING LICENSE	1,025.00	-	-		1,025.00	0
01-00-3630	MUNICIPAL IMPACT FEE	41,250.00	11,000.00	11,000.00		30,250.00	27
01-00-3690	SOLICITOR'S FEE - FINGERPRINTS	135.00	-	-		135.00	0
01-00-3960	REIMBURSED INCOME	2,000.00	-	-		2,000.00	0
Total Dept 00 - GENERAL FUND		3,509,059.00	267,608.19	267,608.19		3,241,450.81	8
Dept 07 - ENHANCED DUI PROGRAM							
01-07-3007	ENHANCED DUI- DUI TOWING	2,500.00	-	-		2,500.00	0
01-07-3017	ENHANCED DUI - VEHICLE SEIZURE	5,600.00	500.00	500.00		5,100.00	9
Total Dept 07 - ENHANCED DUI PROGRAM		8,100.00	500.00	500.00		7,600.00	6
Dept 08 - GARBAGE HAULING							
01-08-3018	GARBAGE REVENUE	780,000.00	57,900.52	57,900.52		722,099.48	7
01-08-3028	FRANCHISE REVENUE -GARBAGE	39,000.00	5,418.51	5,418.51		33,581.49	14
01-08-3080	LATE FEES	7,000.00	5.40	5.40		6,994.60	0
Total Dept 08 - GARBAGE HAULING		826,000.00	63,324.43	63,324.43		762,675.57	8
TOTAL REVENUES		4,343,159.00	331,432.62	331,432.62		4,011,726.38	8
Expenditures							
Dept 01 - ADMINISTRATIVE							
01-01-5010	WAGES-BOARD	24,000.00	2,000.00	2,000.00		22,000.00	8
01-01-5020	WAGES-PLANNING AND ZBA	2,100.00	-	-		2,100.00	0
01-01-5030	WAGES-GENERAL	283,868.00	18,156.08	18,156.08		265,711.92	6
01-01-5032	WAGES - OVERTIME - 05/01/2019 OR AFTER	1,000.00	-	-		1,000.00	0
01-01-5040	FICA	19,281.00	1,194.89	1,194.89		18,086.11	6
01-01-5050	MEDICARE	4,510.00	279.49	279.49		4,230.51	6

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
				MONTH 05/31/2020			
01-01-5051	STATE UNEMPL TAX - 05-01-2019 OR AFTER	8,000.00	-	-	-	8,000.00	0
01-01-5052	IMRF - 05/01/2019 OR AFTER	33,805.00	2,142.40	2,142.40		31,662.60	6
01-01-5054	GROUP HEALTH INS - 05/01/2019 OR AFTER	41,526.00	2,828.37	2,828.37		38,697.63	7
01-01-5056	WORKER'S COMP INS - 05/01/2019 OR AFTER	31,694.00	-	-		31,694.00	0
01-01-5060	OPERATING EXPENSE	3,000.00	-	-		3,000.00	0
01-01-5070	DUES	6,370.00	3,920.00	3,920.00		2,450.00	62
01-01-5080	LEGAL NOTICES	1,500.00	-	-		1,500.00	0
01-01-5090	COMMUNICATIONS	8,000.00	661.82	661.82		7,338.18	8
01-01-5100	POSTAGE	3,025.00	200.00	200.00		2,825.00	7
01-01-5110	PRINTING	6,300.00	-	-		6,300.00	0
01-01-5150	COMMUNITY RELATIONS	7,530.00	385.65	385.65		7,144.35	5
01-01-5170	PUBLICATIONS/BROCHURES	105.00	-	-		105.00	0
01-01-5190	RENTAL-EQUIPMENT	5,793.00	-	-		5,793.00	0
01-01-5200	OFFICE SUPPLIES	3,500.00	-	-		3,500.00	0
01-01-5210	NISRA EXPENSE	900.00	-	-		900.00	0
01-01-5220	LEGAL LITIGATION	10,000.00	-	-		10,000.00	0
01-01-5230	LEGAL EXPENSE	55,000.00	-	-		55,000.00	0
01-01-5234	UTILITY IMPACT EXPENSE - FIBER	4,500.00	-	-		4,500.00	0
01-01-5240	ACCOUNTING SERVICES	21,190.00	-	-		21,190.00	0
01-01-5252	STORM WATER MGMT. PROFESSIONAL	10,000.00	-	-		10,000.00	0
01-01-5270	BANK FEES	175.00	-	-		175.00	0
01-01-5310	INSURANCE LIABILITY	37,552.00	-	-		37,552.00	0
01-01-5320	INSURANCE VEHICLES & EQUIP.	13,630.00	-	-		13,630.00	0
01-01-5360	ENGINEERING SERVICES	35,800.00	-	-		35,800.00	0
01-01-5370	GASOLINE & OIL	400.00	-	-		400.00	0
01-01-5390	MAINTENANCE VEHICLES	500.00	-	-		500.00	0
01-01-5400	MAINTENANCE EQUIPMENT	5,257.00	-	-		5,257.00	0
01-01-5410	MAINTENANCE BUILDING	20,135.00	470.00	470.00		19,665.00	2
01-01-5450	CONTRACTUAL SERVICES	33,585.00	1,284.10	1,284.10		32,300.90	4
01-01-5480	CAPITAL EQUIPMENT	212,494.00	-	-		212,494.00	0
01-01-5491	EMPLOYEE ENGAGEMENT	2,850.00	-	-		2,850.00	0
01-01-5560	VILLAGE PLANNER SERVICES	15,000.00	-	-		15,000.00	0
01-01-5580	TRAINING EXPENSE	17,805.00	-	-		17,805.00	0
01-01-5661	73 INDUSTRIAL PRINCIPAL	25,487.00	2,065.02	2,065.02		23,421.98	8
01-01-5671	73 INDUSTRIAL INTEREST	16,639.00	2,845.72	2,845.72		13,793.28	17

GL NUMBER	DESCRIPTION	ACTIVITY FOR				
		2020-21 BUDGET	YTD BALANCE 05/31/2020	MONTH 05/31/2020	AVAILABLE BALANCE	% BDGT USED
01-01-5965	SOLICITOR'S - FINGERPRINTS EXPENSE	135.00	-	-	135.00	0
Total Dept 01 - ADMINISTRATIVE		1,033,941.00	38,433.54	38,433.54	995,507.46	4
Dept 02 - POLICE						
01-02-5030	WAGES-POLICE	828,829.00	63,879.36	63,879.36	764,949.64	8
01-02-5031	WAGES - HOLIDAY WORKED	27,250.00	-	-	27,250.00	0
01-02-5032	WAGES - OVERTIME - 05/01/2019 OR AFTER	14,000.00	504.90	504.90	13,495.10	4
01-02-5040	FICA	53,932.00	3,840.37	3,840.37	50,091.63	7
01-02-5050	MEDICARE	12,316.00	898.16	898.16	11,417.84	7
01-02-5052	IMRF - 05/01/2019 OR AFTER	2,689.00	245.79	245.79	2,443.21	9
01-02-5054	GROUP HEALTH INS - 05/01/2019 OR AFTER	135,423.00	10,824.72	10,824.72	124,598.28	8
01-02-5058	UNIFORMS - 05/01/2019 OR AFTER	8,500.00	159.22	159.22	8,340.78	2
01-02-5060	OPERATING EXPENSE	2,000.00	(427.25)	(427.25)	2,427.25	-21
01-02-5070	DUES	3,645.00	2,175.00	2,175.00	1,470.00	60
01-02-5080	LEGAL NOTICES	300.00	-	-	300.00	0
01-02-5090	COMMUNICATIONS	9,500.00	539.65	539.65	8,960.35	6
01-02-5110	PRINTING	500.00	-	-	500.00	0
01-02-5170	PUBLICATIONS/BROCHURES	150.00	104.00	104.00	46.00	69
01-02-5180	SMALL TOOLS AND EQUIPMENT	2,500.00	-	-	2,500.00	0
01-02-5200	OFFICE SUPPLIES	2,000.00	-	-	2,000.00	0
01-02-5230	LEGAL EXPENSE	5,500.00	-	-	5,500.00	0
01-02-5300	DISPATCHING	80,375.00	-	-	80,375.00	0
01-02-5370	GASOLINE & OIL	26,000.00	-	-	26,000.00	0
01-02-5390	MAINTENANCE VEHICLES	22,550.00	263.06	263.06	22,286.94	1
01-02-5400	MAINTENANCE EQUIPMENT	13,000.00	-	-	13,000.00	0
01-02-5410	MAINTENANCE BUILDING	15,000.00	-	-	15,000.00	0
01-02-5450	CONTRACTUAL SERVICES	14,237.00	871.65	871.65	13,365.35	6
01-02-5480	CAPITAL EQUIPMENT	25,000.00	-	-	25,000.00	0
01-02-5570	COMMUNITY RELATIONS	1,500.00	-	-	1,500.00	0
01-02-5580	TRAINING EXPENSE	7,500.00	-	-	7,500.00	0
01-02-5640	HOMELAND SECURITY	500.00	-	-	500.00	0
Total Dept 02 - POLICE		1,314,696.00	83,878.63	83,878.63	1,230,817.37	6
Dept 03 - PUBLIC WORKS						
01-03-5030	WAGES-PPW	212,390.00	16,738.99	16,738.99	195,651.01	8

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
				MONTH 05/31/2020			
01-03-5032	WAGES - OVERTIME - 05/01/2019 OR AFTER	13,169.00	174.68	174.68		12,994.32	1
01-03-5040	FICA	15,000.00	1,005.23	1,005.23		13,994.77	7
01-03-5050	MEDICARE	3,454.00	235.10	235.10		3,218.90	7
01-03-5052	IMRF - 05/01/2019 OR AFTER	27,000.00	1,995.82	1,995.82		25,004.18	7
01-03-5054	GROUP HEALTH INS - 05/01/2019 OR AFTER	49,174.00	3,314.00	3,314.00		45,860.00	7
01-03-5058	UNIFORMS - 05/01/2019 OR AFTER	1,500.00	210.05	210.05		1,289.95	14
01-03-5060	OPERATING EXPENSE	750.00	59.95	59.95		690.05	8
01-03-5070	DUES	265.00	-	-		265.00	0
01-03-5090	COMMUNICATIONS	2,900.00	326.26	326.26		2,573.74	11
01-03-5180	SMALL TOOLS AND EQUIPMENT	11,100.00	-	-		11,100.00	0
01-03-5190	RENTAL-EQUIPMENT	4,000.00	-	-		4,000.00	0
01-03-5251	NPDES PERMITS	3,000.00	-	-		3,000.00	0
01-03-5260	STREETLIGHTING	45,700.00	2,248.71	2,248.71		43,451.29	5
01-03-5370	GASOLINE & OIL	14,000.00	-	-		14,000.00	0
01-03-5390	MAINTENANCE VEHICLES	20,000.00	1,200.58	1,200.58		18,799.42	6
01-03-5400	MAINTENANCE EQUIPMENT	13,000.00	685.07	685.07		12,314.93	5
01-03-5410	MAINTENANCE BUILDING	3,000.00	52.96	52.96		2,947.04	2
01-03-5420	MAINTENANCE STREETS	18,000.00	-	-		18,000.00	0
01-03-5440	MAINTENANCE GROUNDS	2,000.00	65.00	65.00		1,935.00	3
01-03-5450	CONTRACTUAL SERVICES	19,379.00	262.38	262.38		19,116.62	1
01-03-5460	SNOWPLOWING/CRACK FILLING	14,500.00	-	-		14,500.00	0
01-03-5480	CAPITAL EQUIPMENT	91,000.00	-	-		91,000.00	0
01-03-5580	TRAINING EXPENSE	1,000.00	-	-		1,000.00	0
Total Dept 03 - PUBLIC WORKS		585,281.00	28,574.78	28,574.78		556,706.22	5
Dept 04 - BUILDING							
01-04-5030	WAGES-BUILDING	86,561.00	6,934.08	6,934.08		79,626.92	8
01-04-5040	FICA	5,367.00	427.46	427.46		4,939.54	8
01-04-5050	MEDICARE	1,256.00	99.98	99.98		1,156.02	8
01-04-5052	IMRF - 05/01/2019 OR AFTER	4,866.00	379.53	379.53		4,486.47	8
01-04-5054	GROUP HEALTH INS - 05/01/2019 OR AFTER	-	3.30	3.30		(3.30)	100
01-04-5058	UNIFORMS - 05/01/2019 OR AFTER	400.00	-	-		400.00	0
01-04-5070	DUES	360.00	-	-		360.00	0
01-04-5090	COMMUNICATIONS	2,200.00	241.37	241.37		1,958.63	11
01-04-5110	PRINTING	300.00	-	-		300.00	0

GL NUMBER	DESCRIPTION	2020-21 BUDGET	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
			YTD BALANCE 05/31/2020	MONTH 05/31/2020		
01-04-5200	OFFICE SUPPLIES	1,000.00	-	-	1,000.00	0
01-04-5250	BUILDING PERMIT EXPENSE	4,000.00	-	-	4,000.00	0
01-04-5280	BUILDING PERMIT EXPENSE-PASS THRU	20,250.00	-	-	20,250.00	0
01-04-5370	GASOLINE & OIL	1,700.00	-	-	1,700.00	0
01-04-5390	MAINTENANCE VEHICLES	2,000.00	-	-	2,000.00	0
01-04-5450	CONTRACTUAL SERVICES	5,500.00	466.14	466.14	5,033.86	8
01-04-5580	TRAINING EXPENSE	1,000.00	-	-	1,000.00	0
Total Dept 04 - BUILDING		136,760.00	8,551.86	8,551.86	128,208.14	6
Dept 06 - PARKS						
01-06-5030	REG WAGES	25,625.00	-	-	25,625.00	0
01-06-5040	FICA	1,589.00	-	-	1,589.00	0
01-06-5050	MEDICARE	372.00	-	-	372.00	0
01-06-5060	OPERATING EXPENSE	125.00	-	-	125.00	0
01-06-5090	COMMUNICATIONS	1,350.00	203.61	203.61	1,146.39	15
01-06-5120	UTILITIES	5,000.00	266.73	266.73	4,733.27	5
01-06-5190	RENTAL-EQUIPMENT	600.00	-	-	600.00	0
01-06-5211	MAINTENANCE SUPPLIES	1,600.00	80.25	80.25	1,519.75	5
01-06-5370	GASOLINE & OIL	1,200.00	-	-	1,200.00	0
01-06-5391	MAINTENANCE-SPORTS/PLAYGROUND EQUIP.	6,820.00	-	-	6,820.00	0
01-06-5400	MAINTENANCE EQUIPMENT	6,000.00	42.07	42.07	5,957.93	1
01-06-5410	MAINTENANCE BUILDING	1,500.00	-	-	1,500.00	0
01-06-5440	MAINTENANCE GROUNDS	1,500.00	-	-	1,500.00	0
01-06-5450	CONTRACTUAL SERVICES	4,500.00	-	-	4,500.00	0
01-06-5480	CAPITAL EQUIPMENT	118,602.00	-	-	118,602.00	0
Total Dept 06 - PARKS		176,383.00	592.66	592.66	175,790.34	0
Dept 07 - ENHANCED DUI PROGRAM						
01-07-5030	WAGES-ENHANCED DUI	8,000.00	-	-	8,000.00	0
01-07-5040	FICA	500.00	-	-	500.00	0
01-07-5050	MEDICARE	116.00	-	-	116.00	0
01-07-5130	MISCELLANEOUS REFUND	100.00	-	-	100.00	0
01-07-5180	SMALL TOOLS AND EQUIPMENT	200.00	-	-	200.00	0
01-07-5230	LEGAL EXPENSE	1,000.00	-	-	1,000.00	0
01-07-5370	GASOLINE & OIL	1,500.00	-	-	1,500.00	0

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
				MONTH 05/31/2020			
01-07-5480	CAPITAL EQUIPMENT	14,000.00	-	-		14,000.00	0
01-07-5580	TRAINING EXPENSE	750.00	-	-		750.00	0
01-07-5597	DESIGNATED DRIVER EXPENSE	700.00	-	-		700.00	0
01-07-5607	DUI-PUBLIC INFORMATION EXPENSE	500.00	-	-		500.00	0
01-07-5610	EQUIPMENT EXPENSE	500.00	-	-		500.00	0
Total Dept 07 - ENHANCED DUI PROGRAM		27,866.00	-	-		27,866.00	0
Dept 08 - GARBAGE HAULING							
01-08-5068	GARBAGE HAULING EXPENSE	612,000.00	54,184.47	54,184.47		557,815.53	9
01-08-5078	ADMINISTRATIVE COSTS	39,736.00	-	-		39,736.00	0
Total Dept 08 - GARBAGE HAULING		651,736.00	54,184.47	54,184.47		597,551.53	8
Dept 89 - GPD DOWN STATE PENSION FUND							
01-89-5621	GPD DOWNSTATE PENSION FUND	364,908.00	-	-		364,908.00	0
Total Dept 89 - GPD DOWN STATE PENSION FUND		364,908.00	-	-		364,908.00	0
Dept 90 - GENERAL P/W PROJECTS EXPENSES							
01-90-5380	SIGNS EXPENSE	2,500.00	417.37	417.37		2,082.63	17
01-90-5441	TREE/SIDEWALK REPLACEMENT	2,500.00	-	-		2,500.00	0
01-90-5461	WEATHER SIREN MAINTENANCE	3,000.00	-	-		3,000.00	0
01-90-5471	RZB PRINCIPAL PAYMENT	41,592.00	-	-		41,592.00	0
01-90-5472	RZB INTEREST PAYMENT	1,996.00	638.85	638.85		1,357.15	32
Total Dept 90 - GENERAL P/W PROJECTS EXPENSES		51,588.00	1,056.22	1,056.22		50,531.78	2
TOTAL EXPENDITURES		4,343,159.00	215,272.16	215,272.16		4,127,886.84	5
Fund 01 - GENERAL FUND:							
TOTAL REVENUES		4,343,159.00	331,432.62	331,432.62		4,011,726.38	8
TOTAL EXPENDITURES		4,343,159.00	215,272.16	215,272.16		4,127,886.84	5
NET OF REVENUES & EXPENDITURES		-	116,160.46	116,160.46		(116,160.46)	

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
				MONTH 05/31/2020			
Fund 11 - COMMUNITY DAYS							
Revenues							
Dept 00 - GENERAL FUND							
11-00-3015	COMMUNITY DAYS DONATIONS	14,000.00	-	-		14,000.00	0
11-00-3210	OTHER INCOME	15,900.00	-	-		15,900.00	0
11-00-3520	VENDOR FEES	3,500.00	-	-		3,500.00	0
11-00-3980	BEVERAGE SALES	12,000.00	-	-		12,000.00	0
Total Dept 00 - GENERAL FUND		45,400.00	-	-		45,400.00	0
TOTAL REVENUES		45,400.00	-	-		45,400.00	0
Expenditures							
Dept 00 - GENERAL FUND							
11-00-5060	BEVERAGE OPERATIONS	8,560.00	-	-		8,560.00	0
11-00-5070	PERMITS & LICENSES	25.00	-	-		25.00	0
11-00-5079	ADVERTISING / MARKETING	2,600.00	-	-		2,600.00	0
11-00-5130	MISCELLANEOUS EXPENSES	410.00	-	-		410.00	0
11-00-5159	ENTERTAINMENT	28,190.00	-	-		28,190.00	0
11-00-5610	EQUIPMENT & SERVICES	4,900.00	-	-		4,900.00	0
Total Dept 00 - GENERAL FUND		44,685.00	-	-		44,685.00	0
TOTAL EXPENDITURES		44,685.00	-	-		44,685.00	0
Fund 11 - COMMUNITY DAYS:							
TOTAL REVENUES		45,400.00	-	-		45,400.00	0
TOTAL EXPENDITURES		44,685.00	-	-		44,685.00	0
NET OF REVENUES & EXPENDITURES		715.00	-	-		715.00	

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
				MONTH 05/31/2020			
Fund 12 - ROAD IMPROVEMENT FUND							
Revenues							
Dept 00 - GENERAL FUND							
12-00-3031	NON HOME RULE 1% SALES TAX	258,869.00	16,984.01	16,984.01		241,884.99	7
12-00-3050	TAX-ROAD AND BRIDGE	7,397.00	557.03	557.03		6,839.97	8
12-00-3380	SSA#24 PRINCIPAL REVENUE	5,000.00	-	-		5,000.00	0
12-00-3390	SSA#24 BOND INTEREST	25,000.00	-	-		25,000.00	0
12-00-8100	TRANSFERS IN	129,098.00	-	-		129,098.00	0
Total Dept 00 - GENERAL FUND		425,364.00	17,541.04	17,541.04		407,822.96	4
TOTAL REVENUES		425,364.00	17,541.04	17,541.04		407,822.96	4
Expenditures							
Dept 00 - GENERAL FUND							
12-00-5490	GO BOND PRINCIPAL	215,000.00	-	-		215,000.00	0
12-00-5491	GO BOND INTEREST	17,600.00	8,800.00	8,800.00		8,800.00	50
Total Dept 00 - GENERAL FUND		232,600.00	8,800.00	8,800.00		223,800.00	4
TOTAL EXPENDITURES		232,600.00	8,800.00	8,800.00		223,800.00	4
Fund 12 - ROAD IMPROVEMENT FUND:							
TOTAL REVENUES		425,364.00	17,541.04	17,541.04		407,822.96	4
TOTAL EXPENDITURES		232,600.00	8,800.00	8,800.00		223,800.00	4
NET OF REVENUES & EXPENDITURES		192,764.00	8,741.04	8,741.04		184,022.96	

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		
				MONTH 05/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 20 - WATER SYSTEM						
Revenues						
Dept 00 - GENERAL FUND						
20-00-3022	INCOME - WASTEWATER	744,000.00	52,723.22	52,723.22	691,276.78	7
20-00-3032	INCOME - WATER	840,000.00	57,187.46	57,187.46	782,812.54	7
20-00-3080	LATE FEES	25,000.00	141.15	141.15	24,858.85	1
20-00-3210	MISCELLANEOUS INCOME	100.00	-	-	100.00	0
20-00-3211	PLANNED USE OF FUND RESERVES	549,500.00	-	-	549,500.00	0
20-00-3310	FEE-TAP-ON - WATER	9,000.00	234.04	234.04	8,765.96	3
20-00-3320	FEE-TAP-ON SEWER	500.00	-	-	500.00	0
20-00-3360	METER SALES	7,050.00	5,761.10	5,761.10	1,288.90	82
20-00-3380	SSA#24 PRINCIPAL REVENUE	10,000.00	-	-	10,000.00	0
20-00-3390	SSA#24 BOND INTEREST	25,000.00	-	-	25,000.00	0
20-00-3400	CD INTEREST	8,000.00	(22.50)	(22.50)	8,022.50	0
20-00-3410	INTEREST EARNED	25,000.00	4,264.48	4,264.48	20,735.52	17
20-00-3470	INTEREST EARNED - ILLINOIS FUNDS	32,000.00	1,366.46	1,366.46	30,633.54	4
Total Dept 00 - GENERAL FUND		2,275,150.00	121,655.41	121,655.41	2,153,494.59	5
TOTAL REVENUES		2,275,150.00	121,655.41	121,655.41	2,153,494.59	5
Expenditures						
Dept 10 - WATER SYSTEMS						
20-10-5030	REG. WAGES	164,815.00	16,594.21	16,594.21	148,220.79	10
20-10-5032	WAGES - OVERTIME - 05/01/2019 OR AFTER	7,000.00	446.61	446.61	6,553.39	6
20-10-5040	FICA	10,653.00	996.86	996.86	9,656.14	9
20-10-5050	MEDICARE	2,492.00	233.13	233.13	2,258.87	9
20-10-5052	IMRF - 05/01/2019 OR AFTER	20,389.00	2,010.81	2,010.81	18,378.19	10
20-10-5054	GROUP HEALTH INS - 05/01/2019 OR AFTER	29,654.00	3,508.09	3,508.09	26,145.91	12
20-10-5056	WORKER'S COMP INS - 05/01/2019 OR AFTER	13,584.00	-	-	13,584.00	0
20-10-5058	UNIFORMS - 05/01/2019 OR AFTER	1,500.00	100.00	100.00	1,400.00	7
20-10-5070	DUES	790.00	-	-	790.00	0
20-10-5080	LEGAL NOTICES	100.00	52.00	52.00	48.00	52
20-10-5090	COMMUNICATIONS	5,000.00	604.50	604.50	4,395.50	12
20-10-5091	JULIE LOCATE SUPPLIES	850.00	73.00	73.00	777.00	9

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
				MONTH 05/31/2020			
20-10-5100	POSTAGE	3,000.00	405.28	405.28	2,594.72	14	
20-10-5110	PRINTING	2,600.00	341.48	341.48	2,258.52	13	
20-10-5120	UTILITIES	96,500.00	-	-	96,500.00	0	
20-10-5180	SMALL TOOLS AND EQUIPMENT	4,500.00	137.83	137.83	4,362.17	3	
20-10-5190	RENTAL-EQUIPMENT	2,500.00	-	-	2,500.00	0	
20-10-5200	OFFICE SUPPLIES	1,000.00	-	-	1,000.00	0	
20-10-5213	OUTSIDE SERVICES	10,000.00	-	-	10,000.00	0	
20-10-5262	LAB SUPPLIES & EQUIPMENT	6,000.00	279.36	279.36	5,720.64	5	
20-10-5281	CHEMICALS	30,100.00	809.83	809.83	29,290.17	3	
20-10-5301	MAINT SUPPLIES-JANTORIAL	250.00	-	-	250.00	0	
20-10-5310	INSURANCE LIABILITY	16,094.00	-	-	16,094.00	0	
20-10-5320	INSURANCE VEHICLES & EQUIP.	5,842.00	-	-	5,842.00	0	
20-10-5360	ENGINEERING SERVICES	10,000.00	-	-	10,000.00	0	
20-10-5370	GASOLINE & OIL	3,500.00	-	-	3,500.00	0	
20-10-5381	MAINTENANCE PARTS & MATERIALS	12,000.00	163.77	163.77	11,836.23	1	
20-10-5390	MAINTENANCE VEHICLES	8,500.00	-	-	8,500.00	0	
20-10-5410	MAINTENANCE BUILDING	155,000.00	29.95	29.95	154,970.05	0	
20-10-5431	HYDRANT MAINTENANCE	10,000.00	-	-	10,000.00	0	
20-10-5450	CONTRACTUAL SERVICES	66,922.00	55.00	55.00	66,867.00	0	
20-10-5480	CAPITAL EQUIPMENT	552,000.00	-	-	552,000.00	0	
20-10-5510	WATER METERS	38,881.00	4,968.97	4,968.97	33,912.03	13	
20-10-5520	LABORATORY TESTING	10,000.00	1,732.50	1,732.50	8,267.50	17	
20-10-5580	TRAINING EXPENSE	2,000.00	-	-	2,000.00	0	
20-10-5601	REPAIRS-WATER DISTRIBUTION SYS.	25,000.00	-	-	25,000.00	0	
20-10-5652	BRINE HAULING EXPENSES	40,000.00	-	-	40,000.00	0	
20-10-5662	IEPA LOAN-PRINCIPAL	25,334.00	-	-	25,334.00	0	
20-10-5672	IEPA LOAN - INTEREST	7,657.00	-	-	7,657.00	0	
Total Dept 10 - WATER SYSTEMS		1,402,007.00	33,543.18	33,543.18	1,368,463.82	2	
Dept 20 - WASTEWATER SYSTEMS							
20-20-5030	WAGES	179,909.00	9,793.17	9,793.17	170,115.83	5	
20-20-5032	WAGES - OVERTIME - 05/01/2019 OR AFTER	7,000.00	157.26	157.26	6,842.74	2	
20-20-5040	FICA	11,589.00	565.42	565.42	11,023.58	5	
20-20-5050	MEDICARE	2,711.00	132.24	132.24	2,578.76	5	
20-20-5052	IMRF - 05/01/2019 OR AFTER	22,180.00	1,174.16	1,174.16	21,005.84	5	

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
				MONTH 05/31/2020			
20-20-5054	GROUP HEALTH INS - 05/01/2019 OR AFTER	44,257.00	2,537.12	2,537.12		41,719.88	6
20-20-5058	UNIFORMS - 05/01/2019 OR AFTER	1,000.00	100.00	100.00		900.00	10
20-20-5090	COMMUNICATIONS	5,200.00	357.86	357.86		4,842.14	7
20-20-5091	JULIE LOCATE SUPPLIES	850.00	73.00	73.00		777.00	9
20-20-5100	POSTAGE	2,900.00	405.27	405.27		2,494.73	14
20-20-5110	PRINTING	2,900.00	341.48	341.48		2,558.52	12
20-20-5120	UTILITIES	123,000.00	982.09	982.09		122,017.91	1
20-20-5180	SMALL TOOLS AND EQUIPMENT	4,500.00	137.83	137.83		4,362.17	3
20-20-5190	RENTAL-EQUIPMENT	2,500.00	-	-		2,500.00	0
20-20-5200	OFFICE SUPPLIES	2,500.00	-	-		2,500.00	0
20-20-5213	OUTSIDE SERVICES	10,000.00	-	-		10,000.00	0
20-20-5222	SLUDGE HAULING	40,000.00	-	-		40,000.00	0
20-20-5251	NPDES PERMITS	21,000.00	-	-		21,000.00	0
20-20-5262	LAB SUPPLIES & EQUIPMENT	15,500.00	4,936.31	4,936.31		10,563.69	32
20-20-5281	CHEMICALS	35,000.00	-	-		35,000.00	0
20-20-5301	MAINT SUPPLIES-JANITORIAL	250.00	-	-		250.00	0
20-20-5360	ENGINEERING SERVICES	10,000.00	-	-		10,000.00	0
20-20-5370	GASOLINE & OIL	4,000.00	-	-		4,000.00	0
20-20-5381	MAINTENANCE PARTS & MATERIALS	20,000.00	175.78	175.78		19,824.22	1
20-20-5390	MAINTENANCE VEHICLES	3,500.00	-	-		3,500.00	0
20-20-5410	MAINTENANCE BUILDING	3,000.00	69.13	69.13		2,930.87	2
20-20-5450	CONTRACTUAL SERVICES	17,443.00	55.00	55.00		17,388.00	0
20-20-5480	CAPITAL EQUIPMENT	60,000.00	-	-		60,000.00	0
20-20-5520	LABORATORY TESTING	30,000.00	2,122.00	2,122.00		27,878.00	7
20-20-5580	TRAINING EXPENSE	2,000.00	-	-		2,000.00	0
20-20-5602	REPAIRS-W/WATER COLLECTION SYS.	12,000.00	-	-		12,000.00	0
20-20-5660	COLLECTION SYS. PUMP MAINT.	45,000.00	2,044.99	2,044.99		42,955.01	5
Total Dept 20 - WASTEWATER SYSTEMS		741,689.00	26,160.11	26,160.11		715,528.89	4
TOTAL EXPENDITURES		2,143,696.00	59,703.29	59,703.29		2,083,992.71	3
Fund 20 - WATER SYSTEM:							
TOTAL REVENUES		2,275,150.00	121,655.41	121,655.41		2,153,494.59	5
TOTAL EXPENDITURES		2,143,696.00	59,703.29	59,703.29		2,083,992.71	3
NET OF REVENUES & EXPENDITURES		131,454.00	61,952.12	61,952.12		69,501.88	

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
				MONTH 05/31/2020			
Fund 30 - MFT							
Revenues							
Dept 00 - GENERAL FUND							
30-00-3410	INTEREST EARNED	150.00	-	-	150.00	0	
30-00-3450	MOTOR FUEL TAX	279,000.00	95,961.08	95,961.08	183,038.92	34	
30-00-3470	INTEREST EARNED - ILLINOIS FUNDS	15,000.00	554.43	554.43	14,445.57	4	
Total Dept 00 - GENERAL FUND		294,150.00	96,515.51	96,515.51	197,634.49	33	
TOTAL REVENUES		294,150.00	96,515.51	96,515.51	197,634.49	33	
Expenditures							
Dept 00 - GENERAL FUND							
30-00-5462	MFT RESOLUTION	70,000.00	-	-	70,000.00	0	
Total Dept 00 - GENERAL FUND		70,000.00	-	-	70,000.00	0	
TOTAL EXPENDITURES		70,000.00	-	-	70,000.00	0	
Fund 30 - MFT:							
TOTAL REVENUES		294,150.00	96,515.51	96,515.51	197,634.49	33	
TOTAL EXPENDITURES		70,000.00	-	-	70,000.00	0	
NET OF REVENUES & EXPENDITURES		224,150.00	96,515.51	96,515.51	127,634.49		

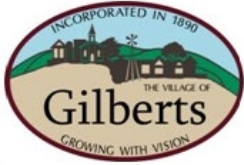
GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	05/31/2020	MONTH	BALANCE	USED
				05/31/2020		
Fund 31 - PERFORMANCE BOND						
Revenues						
Dept 00 - GENERAL FUND						
31-00-3410	INTEREST EARNED	3,300.00	115.66	115.66	3,184.34	4
Total Dept 00 - GENERAL FUND		3,300.00	115.66	115.66	3,184.34	4
TOTAL REVENUES		3,300.00	115.66	115.66	3,184.34	4
Fund 31 - PERFORMANCE BOND:						
TOTAL REVENUES		3,300.00	115.66	115.66	3,184.34	4
TOTAL EXPENDITURES		-	-	-	-	0
NET OF REVENUES & EXPENDITURES		3,300.00	115.66	115.66	3,184.34	

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	05/31/2020	MONTH	BALANCE	USED
				05/31/2020		
Fund 34 - TIF#1 CENTRAL REDEVELOPMENT						
Revenues						
Dept 00 - GENERAL FUND						
34-00-3010	PROPERTY TAX	140,500.00	12,868.35	12,868.35	127,631.65	9
34-00-3410	INTEREST EARNED	600.00	22.54	22.54	577.46	4
Total Dept 00 - GENERAL FUND		141,100.00	12,890.89	12,890.89	128,209.11	9
TOTAL REVENUES		141,100.00	12,890.89	12,890.89	128,209.11	9
Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:						
TOTAL REVENUES		141,100.00	12,890.89	12,890.89	128,209.11	9
TOTAL EXPENDITURES		-	-	-	-	0
NET OF REVENUES & EXPENDITURES		141,100.00	12,890.89	12,890.89	128,209.11	

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
				MONTH 05/31/2020			
Fund 35 - TIF#2 HIGGINS ROAD IND. PARK							
Revenues							
Dept 00 - GENERAL FUND							
35-00-3010	PROPERTY TAX	717,000.00	268,571.84	268,571.84		448,428.16	37
35-00-3410	INTEREST EARNED	1,300.00	40.16	40.16		1,259.84	3
Total Dept 00 - GENERAL FUND		718,300.00	268,612.00	268,612.00		449,688.00	37
TOTAL REVENUES		718,300.00	268,612.00	268,612.00		449,688.00	37
Expenditures							
Dept 00 - GENERAL FUND							
35-00-5061	ADMINISTRATIVE FEES	9,974.00	-	-		9,974.00	0
35-00-5071	TIF NOTE INTEREST	310,835.00	-	-		310,835.00	0
35-00-5081	TIF NOTE PRINCIPAL	296,700.00	-	-		296,700.00	0
Total Dept 00 - GENERAL FUND		617,509.00	-	-		617,509.00	0
TOTAL EXPENDITURES		617,509.00	-	-		617,509.00	0
Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:							
TOTAL REVENUES		718,300.00	268,612.00	268,612.00		449,688.00	37
TOTAL EXPENDITURES		617,509.00	-	-		617,509.00	0
NET OF REVENUES & EXPENDITURES		100,791.00	268,612.00	268,612.00		(167,821.00)	

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	05/31/2020	MONTH	BALANCE	USED
				05/31/2020		
Fund 40 - DRUG FORFEITURE PD ACCOUNT						
Revenues						
Dept 00 - GENERAL FUND						
40-00-3174	GPD DUI PREVENTION	350.00	-	-	350.00	0
40-00-3410	INTEREST EARNED	30.00	-	-	30.00	0
Total Dept 00 - GENERAL FUND		380.00	-	-	380.00	0
TOTAL REVENUES		380.00	-	-	380.00	0
Fund 40 - DRUG FORFEITURE PD ACCOUNT:						
TOTAL REVENUES		380.00	-	-	380.00	0
TOTAL EXPENDITURES		-	-	-	-	0
NET OF REVENUES & EXPENDITURES		380.00	-	-	380.00	

GL NUMBER	DESCRIPTION	2020-21 BUDGET	YTD BALANCE 05/31/2020	ACTIVITY FOR		AVAILABLE BALANCE	% BDGT USED
				MONTH 05/31/2020			
Fund 43 - POLICE PENSION FUND							
Revenues							
Dept 00 - GENERAL FUND							
43-00-3421	UNREALIZED GAIN/LOSS	20,000.00	102,495.20	102,495.20	(82,495.20)	512	
43-00-3490	EMPLOYER CONTRIBUTIONS	364,908.00	-	-	364,908.00	0	
43-00-3491	EMPLOYEE CONTRIBUTIONS	60,000.00	5,532.36	5,532.36	54,467.64	9	
Total Dept 00 - GENERAL FUND		444,908.00	108,027.56	108,027.56	336,880.44	24	
TOTAL REVENUES		444,908.00	108,027.56	108,027.56	336,880.44	24	
Expenditures							
Dept 00 - GENERAL FUND							
43-00-5070	DUES	1,000.00	-	-	1,000.00	0	
43-00-5230	LEGAL EXPENSE	3,000.00	-	-	3,000.00	0	
43-00-5240	ACCOUNTING SERVICES	7,000.00	-	-	7,000.00	0	
43-00-5310	INSURANCE LIABILITY	3,500.00	-	-	3,500.00	0	
43-00-5321	PROFESSIONAL FEES	10,000.00	1,113.75	1,113.75	8,886.25	11	
43-00-5580	TRAINING EXPENSE	3,500.00	-	-	3,500.00	0	
Total Dept 00 - GENERAL FUND		28,000.00	1,113.75	1,113.75	26,886.25	4	
TOTAL EXPENDITURES		28,000.00	1,113.75	1,113.75	26,886.25	4	
Fund 43 - POLICE PENSION FUND:							
TOTAL REVENUES		444,908.00	108,027.56	108,027.56	336,880.44	24	
TOTAL EXPENDITURES		28,000.00	1,113.75	1,113.75	26,886.25	4	
NET OF REVENUES & EXPENDITURES		416,908.00	106,913.81	106,913.81	309,994.19		
TOTAL REVENUES - ALL FUNDS		8,691,211.00	956,790.69	956,790.69	7,734,420.31	11	
TOTAL EXPENDITURES - ALL FUNDS		7,479,649.00	284,889.20	284,889.20	7,194,759.80	4	
NET OF REVENUES & EXPENDITURES		1,211,562.00	671,901.49	671,901.49	539,660.51		



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
Date: June 16, 2020 Village Board Meeting
Re: Item 5.A: An Ordinance Amending and Replacing in its Entirety Ordinance 06-2020 Approving a Temporary Policy Authorizing and Regulating Outdoor Dining

Attached for consideration is the amended temporary outdoor dining ordinance. The main substantive change is in section 2 to modify the termination date of the Ordinance based on discussion at the June 9, 2020 Special Village Board meeting (highlighted underlined portion):

Section 2. Approval. Notwithstanding any contrary provision of Village ordinance, regulation, or policy concerning outdoor dining and minimum parking, permits for outdoor dining areas may be approved for restaurants consistent with the terms of this Ordinance during the pandemic. **This Ordinance will expire on September 7, 2020, unless extended, modified, or terminated by the Village Board.**

This Ordinance, if approved, would replace in its entirety previously approved Ordinance 06-2020 in order to avoid two Ordinances for the same conduct. The only other changes to the proposed Ordinance are the addition of a couple of recital lines to explain the previous approval and this pending amendment.

VILLAGE OF GILBERTS

ORDINANCE NO. 07-2020

**AN ORDINANCE AMENDING AND REPLACING IN ITS ENTIRETY
ORDINANCE NO. 06-2020 APPROVING A TEMPORARY POLICY
AUTHORIZING AND REGULATING OUTDOOR DINING**

WHEREAS, the Village of Gilberts, is a municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Village is authorized to generally regulate the sale of beverages and food for human consumption (65 ILCS 5/11-20-2); and

WHEREAS, the Village may regulate the use of streets and other municipal property (65 ILCS 5/11-80-2); and

WHEREAS, the Village is authorized to license retail sales of alcoholic liquor (235 ILCS 5/4-1, 4-2); and

WHEREAS, on March 9, 2020, April 2, 2020, April 30, 2020, and May 29, 2020, Illinois Governor Pritzker declared all counties in the State of Illinois as a disaster area; and

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a national emergency concerning the novel COVID-19 pandemic; and

WHEREAS, beginning on March 16, 2020, Governor Pritzker suspended on-premises consumption of food and alcohol at restaurants in Illinois (Exec. Order 2020-07, 2020-33); and

WHEREAS, on May 5, 2020, Governor Pritzker announced “Restore Illinois: A Public Health Approach to Safely Reopen Our State”; and

WHEREAS, on May 20, 2020, Governor Pritzker announced that outdoor dining at bars and restaurants would be authorized to permit outdoor dining consistent with state guidance under the Restore Illinois plan, starting May 29, 2020, and encouraged local governments to assist restaurants and bars to expand outdoor seating; and

WHEREAS, the COVID-19 pandemic and the necessary public health response has created an economic challenge to local businesses including bars and restaurants; and

WHEREAS, the Village desires to temporarily authorize outdoor dining at bars and restaurants, consistent with state guidelines and the terms of this Ordinance, in order to provide economic relief while protecting the health and safety of its residents; and

WHEREAS, the Village desires to ratify all actions taken by the Village President or Staff to-date in order to implement the necessary local authorizations with the state authorizations for outdoor dining at bars and restaurants beginning May 29, 2020; and

WHEREAS, on June 2, 2020, the Village Board of Trustees approved Ordinance No. 06-2020 to approve a temporary policy authorizing and regulating outdoor dining; and

WHEREAS, the Village Board now desires to amend and replace in its entirety Ordinance No. 06-2020 to modify the expiration date for the temporary outdoor dining policy, as set forth in this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT VILLAGE BOARD 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. Notwithstanding any contrary provision of Village ordinance, regulation, or policy concerning outdoor dining and minimum parking, permits for outdoor dining areas may be approved for restaurants consistent with the terms of this Ordinance during the pandemic. This Ordinance will expire on September 7, 2020, unless extended, modified, or terminated by the Village Board.

Section 3. Authorization.

A. **Outdoor Dining Permit.** Any restaurant that desires to provide outdoor dining consistent with this Ordinance and state orders and regulations must submit to the Village for review and approval a plan for the use of outdoor space for food and beverage service, including amenities, barriers, tables, spacing, restroom use, and any other requirements deemed necessary by the Village. The applicant must also submit with its plan an executed copy of the Unconditional Agreement and Consent form attached to this Ordinance as **Exhibit A**. The request will be reviewed by the Village President, who has the authority to approve the plan, and impose any conditions on the approval.

B. **Use of Right of Way or Other Public Property for Outdoor Seating is Prohibited.** The use of the right of way or other public property for outdoor seating or outdoor dining is prohibited.

C. **Use of Parking Lots for Outdoor Seating.** Any restaurant that desires to use a parking lot for outdoor seating must request approval as part of its outdoor dining permit. No use will be allowed to block access or fire lanes. The request to use the parking lot for outdoor seating

will be reviewed by the Village President, who has the authority to approve the request, and impose any conditions on the approval.

D. Conditions on Approvals. Any approval granted by the Village President under this Ordinance is subject to the following conditions:

1. The applicant must comply with all conditions imposed by the Village for use of the outdoor dining area.
2. The applicant must comply with all plans approved by the Village governing the operation and maintenance of the outdoor dining area.
3. The applicant must comply with all laws governing the operation and maintenance of the outdoor dining area, including all applicable Executive Orders and state guidance.
4. The applicant must submit the signed unconditional agreement and consent substantially in the form attached as Exhibit A.

E. Outdoor Dining Roof Coverings. Notwithstanding any provision of the Village Code to the contrary, the applicant may install or use an outdoor covering over the outdoor dining area (i.e., awning, canopy, or other roof covering) provided it complies with the State guidelines for coverings. The applicant must submit a plan depicting the type of roof covering proposed to be installed or used and the location where it will be placed at the time it submits its application for the outdoor dining permit.

F. Outdoor Music. Outdoor music will be permitted as part of an outdoor dining use; provided, however, that live entertainment is restricted to Fridays and Saturdays only and must first be approved by the Village Board. All outdoor music must comply with the Village's sound regulations.

G. Village Discretion. The authority to grant the various approvals described above, and the imposition of conditions on those approvals, will be an exercise of the Village's sole discretion.

Section 4. Ratification. To the extent that the Village President made any outdoor dining area approvals between May 29, 2020 and the date of this Ordinance, the Village Board hereby affirms and ratifies those approvals, except that any live entertainment that will take place as part of an outdoor dining use after June 2, 2020 must be approved by the Village Board.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6. Conflict. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

Section 7. Effective Date. This Ordinance shall be in full force and effect upon passage, approval and publication in pamphlet form as provided by law.

PASSED BY 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 Elissa Kojzarek	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2020

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Courtney Baker

Published: _____

EXHIBIT A
Unconditional Agreement and Consent

WHEREAS, _____ (“*Applicant*”) sought approval of a temporary outdoor dining area (“*Temporary Use*”) located at _____, Gilberts, IL (“*Property*”);

WHEREAS, the permit dated _____, 2020, grants approval of such Temporary Use, subject to certain conditions (“*Permit*”); and

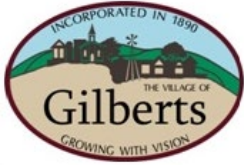
WHEREAS, the Applicant desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations in the Permit.

NOW THEREFORE, the Applicant agrees and covenants as follows:

1. The Applicant unconditionally agrees to accept, consent to and abide by all terms, conditions, restrictions, and provisions of the Permit.
2. The Applicant acknowledges and agrees that the Village will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s approval of the Permit by the Applicant, and that the Village’s approval does not, and will not, in any way, be deemed to insure the Applicant against any damage or injury of any kind and at any time.
3. The Applicant acknowledges and has considered the possibility of penalties provided for noncompliance with Permit conditions, and agrees not to challenge any such penalties on the grounds of any procedural infirmity or any denial of any procedural right.
4. The Applicant agrees to and does hereby hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village’s approval of the Permit, (b) the procedures followed in connection with the approval of the Permit, and (c) the performance of the Applicant of its obligations under this Unconditional Agreement and Consent;
5. The Applicant agrees to pay all expenses incurred by the Village in defending itself with regard to any and all claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out of pocket expenses, such as attorneys’ and experts’ fees, and will also include the reasonable value of any services rendered by any employee of the Village.

Agreed this _____ day of _____, 2020.

APPLICANT



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
Date: June 16, 2020 Village Board Meeting
Re: Item 5.B: A Motion to approve a request by Cruisin to Allow Live Entertainment as part of its Outdoor Dining use at 11 Galligan Road on June 20, 2020 and July 4, 2020

On June 12, 2020, Cruisin/Rob Lange submitted two applications for live music as part of their temporary outdoor dining use as allowed under the Governor's Executive Order and Phase 3 guidance.

Cruisin is requesting live music on the following days and times:

- Saturday, June 20, 2020, 7:00 – 10:00 p.m.
- Saturday, July 4, 2020, 6:00 – 9:00 p.m.

Review Comments

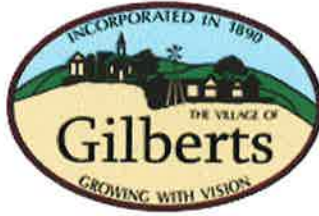
- As submitted, the requested times comply with the Village's sound regulations. Compliance with the Village' sound regulations is required by Ordinance 06-2020.
- Alcohol will be served. In this instance a Class C license is not required. Alcohol service is provided through the Governor's Executive Orders and Phase 3 guidance related to temporary outdoor dining, and Ordinance 06-2020.
- Limitations on the performance and attendees are provided by the State's Phase 3 guidance. It is a requirement of Ordinance 06-2020, that the applicant follow those guidelines.
- No use of Village right of ways or streets are requested.
- The requested July 4 dates may be subject to revised/modified Executive Order and phase guidance from the state. Under the Governor's current Restore Illinois Plan, June 26, 2020 represents the next point at which Illinois may consider moving to Phase 4.
- The Board is considering Ordinance XX-2020, which would replace in its entirety Ordinance 06-2020; however, those provisions applicable to live music are the same in Ordinance 06-2020 and the replacement Ordinance XX-2020.
- On June 9, 2020, the Board considered and approved a special event license for live music at Pub 72 for several dates in June and July, two of which were also June 20 and July 4. For reference, live music is approved at Pub 72 on June 20 between 4:00 and 7:00 p.m. and on July 4 between 4:00 and 10:00 p.m.

The special event permit is covered by conditions imposed by Ordinance 06-2020 or its replacement Ordinance XX-2020. No additional conditions are recommended at this time.

A copy of the special event license application is attached.

FOR OFFICE USE ONLY

Date: _____
Reviewed by: _____
Approval: _____
License #: _____



VILLAGE OF GILBERTS
Courtney Baker, Village Clerk
87 Galligan Road
Gilberts, Illinois 60136
(847) 428-2861 Fax (847) 428-2955
cbaker@villageofgilberts.com

APPLICATION FOR SPECIAL EVENT LICENSE

Please submit the completed application no less than 30 days prior to the date of the event.
If the event changes due to an unforeseen circumstance, please advise Village Hall at least 48 hours prior to the rescheduled date.

Applicant Name: <u>CRUISIN / Rob Lange</u> Phone: <u>847-836-7272</u>	
EVENT DETAILS	
Date(s): <u>6/20/20</u>	Time Begin: <u>7:00 pm</u> Time End: <u>10:00 pm</u>
Name of Event: <u>Music / Beatles Tribute Band</u>	
Organizer of Event: <u>Rudy K - Beatles Tribute Band</u>	
Phone Number of Organizer: <u>847-836-7272 / 847-650-2832 Robert Lange</u>	
Event Name/Description: <u>A Beatles Tribute Band / outdoor event</u>	
Estimate Number of Attendees: <u>state Guidance</u>	
Will Alcohol be Served? <input checked="" type="radio"/> Yes* <input type="radio"/> No <i>*If yes, complete page 3 of application for Class C Liquor License</i>	
Are you requesting use of Village right-of-ways or streets? <input type="radio"/> Yes* <input checked="" type="radio"/> No <i>*If yes, which street(s)?</i>	
ADDITIONAL EVENT DETAILS	

RECEIVED
JUN 12 2020
12:10pm
BY: _____

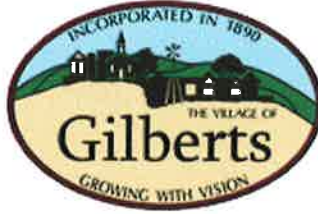
I do hereby agree to defend, indemnify, and hold harmless the Village of Gilberts, its officers, employees, agents, and volunteers from any loss, damage, expense, claim, and cost of every nature and kind whatsoever, including attorneys' fees, arising out of or in connection with applicant's and its invitees' use of the Village property at, during, or in conjunction with the activity or event described in this application.


Applicant Signature


Date

FOR OFFICE USE ONLY

Date: _____
Reviewed by: _____
Approval: _____
License #: _____



VILLAGE OF GILBERTS
Courtney Baker, Village Clerk
87 Galligan Road
Gilberts, Illinois 60136
(847) 428-2861 Fax (847) 428-2955
cbaker@villageofgilberts.com

APPLICATION FOR SPECIAL EVENT LICENSE

Please submit the completed application no less than 30 days prior to the date of the event.
If the event changes due to an unforeseen circumstance, please advise Village Hall at least 48 hours prior to the rescheduled date.


Applicant Name: <u>CRUISIN / Robert Lange</u> Phone: <u>847-836-7272</u>	
EVENT DETAILS	
Date(s): <u>Saturday July 4, 2020</u>	Time Begin: <u>6:00 PM</u> Time End: <u>9:00 PM</u>
Name of Event: <u>Rick Lundy & THE WILD ONES</u>	
Organizer of Event: <u>Robert Lange - 847-650-2832</u>	
Phone Number of Organizer: <u>847-650-2832</u>	
Event Name/Description: <u>Live Music - Nostalgic Music</u>	
Estimate Number of Attendees: <u>State Guidance</u>	
Will Alcohol be Served? <input checked="" type="radio"/> Yes* <input type="radio"/> No <i>*If yes, complete page 3 of application for Class C Liquor License</i>	
Are you requesting use of Village right-of-ways or streets? Yes* <input checked="" type="radio"/> No <i>*If yes, which street(s)?</i>	
ADDITIONAL EVENT DETAILS	
<u>Nostalgic Music Band -</u>	



ASSUMPTION OF LIABILITY AND INDEMNIFICATION

I have read and understand the rules and regulations listed in this document and I agree to abide by them. I understand that the violation of any rule or regulation by me or by any member in my party may subject the violator to fines as provided by the Village Code.

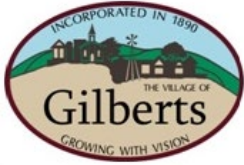
I do hereby agree to defend, indemnify, and hold harmless the Village of Gilberts, its officers, employees, agents, and volunteers from any loss, damage, expense, claim, and cost of every nature and kind whatsoever, including attorneys' fees, arising out of or in connection with applicant's and its invitees' use of the Village property at, during, or in conjunction with the activity or event described in this application.



Applicant Signature

6/12/20

Date



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
Date: June 16, 2020 Village Board Meeting
Re: Item 5.C: A Motion to Ratify NIMEC Joint Bid Electrical Contracts for Water/Wastewater Facilities and Streetlighting as Previously Authorized by Resolution 06-2020

On February 18, 2020 the Village Board approved Resolution 06-2020 authorizing the Village to participate in the NIMEC bids for electrical suppliers for the water/wastewater facilities and streetlighting accounts. Due to time constraints and required bidding procedures, Resolution 06-2020 authorized the Village Administrator and/or Finance Director to accept the bids and sign the contracts for a period of up to 36 months, with the contracts to be presented to the Board for ratification after execution. With the two bids now concluded, attached for ratification are the two contracts which were entered into with the lowest bidders: Constellation Energy for a period of 36 months for water/wastewater facilities and AEP Energy for a period of 36 months for the Village's streetlights.

Attached for reference are the bid summaries which were provided following each bid.

If you have any questions or concerns, please do not hesitate to contact me.

Brian Bourdeau

From: Brian Bourdeau
Sent: Thursday, June 4, 2020 12:18 PM
To: Village Trustees
Cc: Rick Zirk; Taunya Fischer; Aaron Grosskopf
Subject: RE: NIMEC Bid Summary

Good afternoon –

As you may recall, NIMEC broke the bidding for electrical service out this go around to (1) water/wastewater facilities and (2) streetlighting. NIMEC has now completed the streetlighting bid and AEP Energy provided the lowest pricing. The first table shows the weighted average bid results for NIMEC as a group and the second table shows our individual pricing for the Village. Prices are listed in cents/kWh.

	1 year	2 year	3 year
AEP	2.41	2.45	2.44
Constellation	2.59	2.60	2.59
Dynegy	2.62	2.64	2.63
MC Squared	2.75	2.78	2.77

Municipality	Account #	Current	1 yr	2 yr	3 yr
Vil of Gilberts	2509003009	3.109	3.556	3.614	3.568
Vil of Gilberts	0361039036	3.121	3.556	3.614	3.568
Vil of Gilberts	3483150084	3.121	3.556	3.614	3.568
Vil of Gilberts	0756107016	3.121	3.556	3.614	3.568
Vil of Gilberts	1974018035	3.121	3.556	3.614	3.568
Vil of Gilberts	1131006053	3.121	3.556	3.614	3.568
Vil of Gilberts	0537095177	3.121	3.556	3.614	3.568
Vil of Gilberts	0583012060	3.121	3.556	3.614	3.568
Vil of Gilberts	3759022022	3.121	3.556	3.614	3.568
Vil of Gilberts	2775102015	3.121	3.556	3.614	3.568

For streetlighting, the pricing is slightly above the current rates; however, is below the ComEd fixed rate for small street light account of 3.72 cents/kWh for June 2020 through May 2021. Similar to the water/wastewater bid, we would recommend the three year option to lock in rates.

If you have any questions or concerns, please let me know no later than 3:30 p.m. today.

Thanks!

Brian

From: Brian Bourdeau
Sent: Tuesday, March 3, 2020 10:57 AM
To: Village Trustees <VillageTrustees@thevillageofgilberts.onmicrosoft.com>
Cc: Rick Zirk <RZirk@villageofgilberts.com>; Taunya Fischer <TFischer@villageofgilberts.com>
Subject: NIMEC Bid Summary

Good morning –

Just as an update, NIMEC has completed their bid for electrical service at the water/wastewater facilities. Constellation has provided the lowest pricing. The first table shows the weighted average bid results for NIMEC as a group and the second table shows our individual pricing for the Village. Prices are listed in cents/kWh.

	1 year	2 year	3 year
Constellation	4.550	4.558	4.552
Dynegy	4.586	4.634	4.583
MC Squared	4.590	4.589	4.606

Member	Address	Current	1 year	2 year	3 year
Village of Gilberts	380 Raymond	4.948	4.3250	4.3750	4.3670
Village of Gilberts	320 Raymond Street	4.885	4.3250	4.3750	4.3670
Village of Gilberts	196 Vallencia Pkwy, Lift Station	4.885	4.3250	4.3750	4.3670
Village of Gilberts	900 Glacial Falls Dr, Lift Station - Pod 4	4.885	4.3250	4.3750	4.3670
Village of Gilberts	10 SilverTrail Pkwy, Lift Station2 - Pod 2	4.885	4.3250	4.3750	4.3670
Village of Gilberts	45 Meadows Dr	4.885	4.3250	4.3750	4.3670
Village of Gilberts	201 Raymond Dr Pump Rt/24, Lift Station	4.885	4.3250	4.3750	4.3670
Village of Gilberts	584 Sleeping Bear	4.885	4.3250	4.3750	4.3670
Village of Gilberts	1235 Galligan Rd, Water Tower	5.309	4.3250	4.3750	4.3670

As you can see, based on the results from Constellation, the Village will be receiving a lower rate on each of our accounts under either the 1, 2 or 3 year option. The Village has previously utilized the 3 year option and we would recommend the same again (highlighted in yellow).

If you have any questions or concerns about the bid please let me know no later than 2:00 p.m. today.

Thanks!

Brian



Master Energy Purchase Agreement – Electric Commodity Sales
(Solutions/Key Accounts GTC v.05.02.19)

This Master Energy Purchase Agreement – Electric Commodity Sales, which comprises the below General Terms and Conditions (the "General Terms and Conditions") dated and effective as of 05/29/2020 and all schedules, attachments, riders, and exhibits hereto, including any Attachment A-1 (each, an "Attachment" and collectively, this "Agreement"), is entered into by and between AEP Energy, Inc. ("AEP Energy") and Village of Gilberts ("Customer") (each of AEP Energy and Customer referred to individually as a "Party" and collectively as the "Parties") and is intended to govern the purchase and sale of Retail Energy (as hereinafter defined) between the Parties for Customer's account(s) (which may include non-metered lighting accounts) specified on any Attachment (each, a "Service Location").

General Terms and Conditions

I. PURCHASE AND SALE OF RETAIL ENERGY

During the relevant Term (as hereinafter defined) and unless excused by a Force Majeure, AEP Energy shall sell to Customer the commodity portion of its retail electric requirements at each Service Location, and Customer shall exclusively purchase from AEP Energy and take delivery of, all of its retail electric generation supply requirements at each such Service Location (the "Retail Energy"), the terms and conditions of which are described in the relevant Attachment(s). The Retail Energy shall be provided to Customer's relevant electric distribution company (each as specified in the relevant Attachment, the "EDC") and transmission system interconnection point (each, a "Delivery Point"). The EDC is responsible for delivery of the Retail Energy to any Service Location at and from the Delivery Point, as well as for reading Customer's meter and responding to emergencies. The delivery and metering of the Retail Energy is subject to the applicable terms and conditions of the EDC. Customer designates AEP Energy as an authorized recipient of Customer's account, billing, and historical and ongoing usage information and consents to the disclosure by the EDC to AEP Energy of certain basic information about Customer and each Service Location, including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. Customer is solely responsible for payment of all charges or costs related to the EDC's delivery or distribution of the Retail Energy to Customer and other services, whether billed to AEP Energy or Customer, including any switching, telecommunications, and/or meter or meter reading related costs.

The Retail Energy pricing specified in any Attachment is determined by AEP Energy using Customer's actual and estimated historical and forecasted load data, which is considered representative of each Service Location's anticipated Retail Energy requirements for the Term, and applies to all Retail Energy covered under the relevant Attachment, including any unmetered lighting volumes. With respect to any pricing, or a factor of the pricing, in any Attachment based (in whole or part) upon a specified index, any such reference, publication (in whole or part), or entity responsible for the publication of the price source includes any successor thereto.

II. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy or the relevant EDC shall provide monthly invoices related to the sold Retail Energy, based on the relevant EDC's meter read cycle, in accordance with the billing method specified in the relevant Attachment, (1) as a single bill through utility/EDC consolidated billing (UCB), (2) through supplier consolidated billing (SCB), or (3)

as a separate bill from each of AEP Energy and the relevant EDC (Dual Bill); provided, however, the relevant EDC may convert or alter the invoicing method from time to time as it so requires. AEP Energy will send SCB or Dual Bill invoices via the first available method (listed in order of priority): (1) the billing email address stated in the "Customer Information" table at the end of these General Terms and Conditions (unless Customer requests paper bills) or later specified by Customer in writing (including email), (2) the billing mailing address stated in such table or later specified by Customer in writing (including email), or (3) the physical address of any Service Location. AEP Energy may itemize or summarize invoices according to the various cost components (e.g., capacity or transmission) related to the Retail Energy and shall provide all further reasonable billing detail to Customer upon request. AEP Energy has the right to estimate bills in cases where actual billing determinants are unavailable. In cases where estimated bills are issued, AEP Energy shall subsequently reconcile the actual bill(s) and the estimated bill(s) and post any debit or credit amount to Customer's account. Customer shall pay all amounts due according to the instructions on the relevant invoice by payment in check or wire transfer of immediately available funds or via Automated Clearinghouse, such that AEP Energy will have received such payment not later than the close of business on the business day following the number of calendar days specified in the relevant Attachment from the date of the invoice containing the relevant charges. Late payments with respect to any and all amounts due and payable to AEP Energy (including any outstanding late payment charges and Settlement Amount(s) (as hereinafter defined), collectively, "Account Charges") shall incur interest charges at a rate of interest equal to one and one-half percent (1.5%) per month or the maximum allowed under applicable law, whichever is less, and continue to accrue until all such amounts are paid in full. In any instance where any payment is declined by the issuing institution, Customer shall be assessed a charge of forty-five dollars (\$45) or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by AEP Energy, including attorneys' fees, in connection with collection and enforcement of its rights on past due Account Charges.

B. Invoice Disputes and Adjustments: Customer may, in good faith, dispute in writing the correctness of any invoice rendered under this Agreement with respect to amounts due to AEP Energy by (1) delivering to AEP Energy written notice of the dispute, which must include the amount of, and reasonably sufficient basis for, the disputed amount and all reasonable supporting documentation (the "Notice of Dispute") and (2) making payment of the undisputed portion of the invoice within the normal terms, prior to the due date of the relevant invoice. During the forty-five (45) calendar days following AEP Energy's receipt of any Notice of Dispute (the "Dispute Period"), the Parties shall expeditiously and in good faith negotiate to resolve any disputed invoice. If the Parties are unable to mutually resolve in writing such dispute before expiration of the Dispute Period, either Party may exercise any remedy available to it at law or in equity pursuant to this Agreement. Customer must dispute charges strictly in accordance with the terms of this paragraph or it will be deemed to have waived its rights to dispute such charges. AEP Energy may at any time adjust and re-issue any previously-issued invoice to reflect Customer's actual usage and charges during the billing period covered therein, irrespective of whether Customer had previously paid the previously-issued invoice, and Customer will receive credit in such re-issued invoices

for any amount of the previously-issued invoice that had been paid by Customer.

III. TAXES

Each Party shall pay or cause to be paid all taxes, fees, levies, penalties, licenses, or charges imposed by any governmental entity or agency having jurisdiction associated with the Retail Energy on its side of the relevant Delivery Point (including as enacted after the date hereof, "Taxes"). Any Party claiming entitlement to exemption from any Taxes or charges shall be responsible (A) to furnish timely to the other Party any necessary supporting documentation and (B) for associated interest, penalties, and/or Taxes from which exemption could not be documented due to any failure to do so.

IV. TERM AND EFFECT OF TERMINATION

Should the Parties reach agreement regarding a Retail Energy purchase and sale transaction under this Agreement, the Parties shall execute an Attachment, which will include, as applicable: (A) the identification of Service Location(s), (B) the term, (C) Retail Energy pricing and related provisions, (D) delivery quantity, and (E) other special terms and conditions, if any. This Agreement is effective as of the date hereof, and will remain in effect for so long as any Attachment remains outstanding or, if applicable, until the conclusion of any Holdover Term (as hereinafter defined) (the "Term"). The Parties agree that the EDC determines when Customer will be switched to AEP Energy for its Retail Energy supply, and that such switch will occur in accordance with the EDC's rules and practices regarding such switching. AEP Energy, therefore, shall use commercially reasonable efforts to begin supplying Retail Energy to Customer under the relevant Attachment (1) on the available enrollment date that is established by the EDC and estimated to be on or around the Anticipated Start Date specified in the relevant Attachment, and (2) after AEP Energy receives confirmation that the EDC has accepted the delivery service request (the "Commencement Date"); provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following execution of the relevant Attachment. AEP Energy shall not be liable for any lost savings or lost opportunity as a result of any delay in any Commencement Date.

Following termination or expiration of the relevant Term, AEP Energy may continue to supply Retail Energy under this Agreement to any Service Location on a month-to-month holdover basis (each, a "Holdover Term"). The price payable during any Holdover Term shall be the applicable Regional Transmission Organization ("RTO") EDC day ahead hourly locational marginal price (LMP) plus an adder of \$0.005 per kWh, and any and all applicable bypassable costs, charges, and fees for capacity, transmission, line losses, ancillary services, renewable portfolio standards (RPS), taxes, and any other related penalties, fees, charges, expenses, and other costs to serve incurred by AEP Energy of every kind and nature shall be passed through in a commercially reasonable manner to Customer with no additional mark-up. In cases where Customer's EDC does not provide interval usage data, AEP Energy shall, using commercially reasonable methodologies, estimate the load weighted average of the applicable LMP. Either Party may at any time terminate the Holdover Term and return any Service Location to the EDC without penalty or prejudice.

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party related to performance delivered prior to termination, whether or not then invoiced, including any further Account Charges. Any other obligation or agreement hereunder which by its nature survives, shall survive the termination or expiration of this Agreement, including the Parties' respective agreements and obligations under the "Confidentiality," "Title, Indemnification, Warranty, and Limitation of Liability," and "Governing Law, Venue, and Waiver of

Jury Trial" sections, and shall apply whether in contract, equity, tort, or otherwise. Such termination shall, with respect to each Service Location, be effective on the next available drop date as established by the EDC. In the event that the EDC's retail electric supply choice program is terminated or materially changed in any manner prior to the end of the Term, AEP Energy may terminate the relevant Attachment(s), or, if applicable, this Agreement, without penalty to either Party.

V. CREDIT

Each Party represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may request additional credit information, including financial statements in accordance with the previous sentence, and in addition thereto, require that Customer deliver to AEP Energy, as security, adequate assurance of performance, including credit support in such form and amount as AEP Energy may in its discretion require, including a parental guaranty or letter of credit from a creditworthy entity in each case acceptable to AEP Energy, deposit, or prepayment ("Adequate Assurance of Performance"). Upon receipt of such request from AEP Energy, Customer shall have five (5) business days to provide the requested information and/or Adequate Assurance of Performance to AEP Energy.

VI. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the Party to which the following applies (the "Defaulting Party"), the occurrence of any of the following: (1) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand for payment; (2) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true (and which (if capable of being excused or remedied) is not remedied within fifteen (15) calendar days after written notice) during any Term; (3) the failure of such Party to perform any material covenant or obligation set forth in this Agreement, including any unexcused failure to deliver or take any quantity of Retail Energy under this Agreement, and such failure is not excused pursuant to Force Majeure (as hereinafter defined) or remedied within fifteen (15) calendar days after written notice; (4) either Party, or the entity providing Adequate Assurance of Performance, disaffirms, disclaims, repudiates, or rejects, in whole or in part, or challenges the validity of, this Agreement, any Attachment or transaction entered into pursuant to this Agreement, or any Adequate Assurance of Performance issued in connection with this Agreement; (5) AEP Energy's receipt of notice from any EDC or Customer of Customer's effective or intended termination of supply with AEP Energy at any Service Location prior to the end of the term of the relevant Attachment; (6) Customer (A) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), or (D) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; (7) the occurrence of any event of default with respect to Customer under any other

agreement between the Parties, including any Master Energy Purchase Agreement – Natural Gas Commodity Sales, NAESB Base Contract for Sale and Purchase of Natural Gas, or other agreement for, or in support of, the purchase and sale of retail energy; or (8) the failure of Customer to deliver requested information and/or to deliver, and/or cause to be delivered, Adequate Assurance of Performance or otherwise satisfy the creditworthiness requirements under the "Credit" section.

B. Suspension and Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement; (2) terminate this Agreement (including any or all Attachments hereunder) by sending written notice to the Defaulting Party; or (3) exercise such other rights and remedies as may be available to it at law or in equity pursuant to this Agreement. In the event of such suspension or an early termination, Customer shall pay to AEP Energy all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. In the event of such an early termination, (i) AEP Energy shall return the relevant Service Location(s) to the EDC effective on the next available drop date as established by such EDC and (ii) the Defaulting Party shall also pay to the Non-Defaulting Party as liquidated damages a termination payment amount (the "Settlement Amount") equal to (a) Contract Value *minus* Wholesale Market Value (if Customer is the Defaulting Party) or (b) Retail Market Value *minus* Contract Value (if AEP Energy is the Defaulting Party); provided, however, that no such Settlement Amount shall be due to a Party under this section if such Party is the Defaulting Party.

As used herein, the following terms shall have the following meanings:

"Contract Value" means the amount that would have been owed by Customer related to the Remaining Performance (as hereinafter defined) pursuant to the applicable Attachment(s).

"Retail Market Value" means what Customer is actually paying, so long as no more than is commercially reasonable, related to the Remaining Performance.

"Remaining Performance" means the amount of Retail Energy expected to be supplied by AEP Energy during the remainder of the relevant Term had it not been terminated early.

"Wholesale Market Value" means the value that AEP Energy accrues in reallocating, terminating, or liquidating any portion of any energy supply contract, hedge, or related trading position or arrangement held by or for AEP Energy, or in avoiding any cost, in the case of any cost component (e.g., capacity or transmission), related to the Remaining Performance. For the avoidance of doubt, AEP Energy shall not be required to enter into a replacement transaction(s) in order to determine the Wholesale Market Value.

The Non-Defaulting Party shall calculate the Settlement Amount in its commercially reasonable discretion, including, where applicable, its estimates of market prices and forward market prices. Such Settlement Amount calculation shall be made available to the Defaulting Party upon written request. The Settlement Amount shall be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after notice of the Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, is a fair and reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages.

VII. SERVICE LOCATION CLOSURE

Customer shall provide AEP Energy at least thirty (30) calendar days' prior written notice prior to terminating supply at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer shall be responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such termination of supply. Such damages shall be calculated in the same manner as the Settlement Amount as if Customer is the Defaulting Party. The Parties acknowledge and agree that the pricing included in the relevant Attachment reflects, among other factors, Customer's expected usage and EDC-specific pricing under such Attachment. In the event that Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated usage. The Parties' obligations under this Agreement will continue in full force and effect for any remaining Service Location(s) on the relevant Attachment.

VIII. RELATIONSHIP OF PARTIES

The relationship between the Parties is that of independent contractors for the sale and purchase of Retail Energy, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, other joint undertaking, or any other relationship or imposes a trust or partnership duty, obligation, or liability on either Party. Customer acknowledges that, other than those representations contained in this Agreement, it has not relied on any representation, communication (written or oral), or omission by AEP Energy in entering into this Agreement or any Attachment, including in evaluating the advantages or disadvantages of any specific product or service or predictions about savings, future energy prices, or any other matter. Customer acknowledges that the EDC's standard offer service rates generally change from time to time and therefore AEP Energy does not provide any guarantee of savings in comparison to the EDC's standard offer service rates. If Customer received price comparison(s) in connection with this Agreement, by entry into this Agreement, Customer understands and agrees that it has been informed, prior to its entry into this Agreement, that no guarantee of savings is being provided. If a property management company or agent ("Agent") is acting and executing on behalf of the owner of any Service Location (the "Owner"), Agent represents and warrants that it has the full and complete authority to execute and bind the Owner to this Agreement and that the term of such granted authority from the Owner does not expire or terminate prior to the end of the Term.

IX. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that without such consent, but with prior written notice, either Party may assign its rights and obligations under this Agreement to an affiliate or transfer this Agreement to any successor acquiring all or substantially all of the assets of such Party, or with respect to AEP Energy all or substantially all of the retail electric supply business of AEP Energy, so long as (1) with respect to Customer, such affiliate or successor, as applicable, (A) is reasonably determined by AEP Energy to be of similar or greater credit quality as compared to Customer and able to perform Customer's obligations hereunder and (B) delivers such enforceability assurances as AEP Energy reasonably requests and (2) with respect to AEP Energy, such affiliate or successor is contractually obligated to continue to supply Customer at the Retail Energy pricing specified in the relevant existing Attachment(s).

X. FORCE MAJEURE

Neither Party shall be required to perform or fulfill its obligations (other than such Party's obligation to make payment(s) then due or becoming due with respect to delivered performance prior to a Force Majeure) under this Agreement so long as and to the extent a Party (the "Claiming Party") is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Claiming Party gives notice to the other Party as soon as practicable after it has actual, or reasonably should have had constructive, knowledge of such Force Majeure. "Force Majeure" shall mean an event or circumstance that (A) prevents the Claiming Party from performing its obligations; (B) cannot be reasonably overcome or avoided; (C) is beyond the Claiming Party's reasonable control; and (D) does not result from the Claiming Party's fault, negligence, or particular economic circumstances, including, to the extent satisfying the foregoing requirements, acts of God; landslides; lightning; fire; storms or storm warnings; flood; weather related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution systems; terrorism; sabotage; breach by the EDC; electric grid interruption and/or curtailment; earthquake; war; riot or other civil unrest; or requirements, actions, or failure to act on the part of governmental authorities, including actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Notwithstanding the foregoing in this section, in no event will Force Majeure be, or will the applicable Party's performance be excused, based on economic hardship of either Party, including a Party's ability to purchase or sell, as applicable, Retail Energy at a price more advantageous than the price under the relevant Attachment, or with respect to Customer, the loss or failure of Customer's facilities or Customer's inability to use Retail Energy purchased hereunder. If the Force Majeure continues for a period in excess of thirty (30) calendar days, then the non-Claiming Party may terminate this Agreement by providing the other Party written notice of the early termination, without such termination constituting an Event of Default.

XI. REGULATORY EVENT

In the event that any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge (e.g., any increase in the rate for network integration transmission service or capacity by the EDC, RTO, or Independent System Operator (ISO), as applicable), or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, EDC, ISO, RTO, or other regulated service provider alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (a "Regulatory Event"), AEP Energy may pass through such cost or economic effect to Customer to eliminate the impact of such Regulatory Event, and all other terms and conditions of this Agreement shall remain in full force and effect.

XII. FORWARD CONTRACT

The Parties agree that (A) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (B) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all purposes under the Bankruptcy Code; (C) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement; and (D) all payments made by Customer to AEP Energy hereunder shall constitute "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code.

XIII. CONFIDENTIALITY

Both Parties agree to keep confidential the terms and conditions of this Agreement and each proposed or consummated transaction and Attachment hereunder, including price, product specifications, and quantity information, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, any disclosure reasonably necessary to enforce the terms of this Agreement, or any disclosure to any accountant, attorney, or other professional acting on behalf of or representing the receiving Party, any ABC (as hereinafter defined), or any affiliated or third-party agent, advisor, or contractor implementing this Agreement or the purposes hereof.

XIV. REPRESENTATIONS AND WARRANTIES

As a material inducement to entering into this Agreement, each Party hereby represents and warrants to the other Party as of the date hereof and the date of any Attachment as follows: (A) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (B) its execution and delivery of this Agreement have been duly authorized by all necessary actions and/or approvals and will not violate or conflict with any of its governing documents, any contract to which it is a Party, or applicable law; and (C) it has read and fully understands (and as it deems appropriate, has obtained independent counsel regarding) this Agreement, and this Agreement constitutes a legal, valid, binding, and enforceable obligation of such Party. Customer agrees and acknowledges that any agent, broker, consultant, or other third party involved in any solicitation or transaction hereunder ("ABC") serves as an agent of Customer during such sales process and may receive a commission to be paid by AEP Energy from payments received from Customer hereunder.

XV. TITLE, INDEMNIFICATION, WARRANTY, AND LIMITATION OF LIABILITY

Title to and control and possession of the Retail Energy shall pass from AEP Energy to Customer at the Delivery Point. AEP Energy shall have and assume responsibility for any injury, loss, expense, penalty, liability, damage, or loss (each, a "Liability") with respect to, and shall defend, indemnify, and hold harmless Customer against all claims and Liabilities, including attorneys' fees (collectively, "Claims"), arising from, the Retail Energy prior to its delivery to the relevant Delivery Point, and Customer shall have and assume responsibility for any Liability with respect to, and shall defend, indemnify, and hold harmless AEP Energy against all Claims arising from, the Retail Energy at and after the relevant Delivery Point, in each case, with respect to each Party, except to the extent such Claims and/or Liabilities arise out of the indemnified Party's negligence or breach of this Agreement. Customer acknowledges that AEP Energy (A) is not a producer of electric energy, including the Retail Energy; (B) directly or indirectly procures the Retail Energy from third-party producers or resellers; and (C) does not own or operate transmission or distribution systems through which the Retail Energy is delivered to Customer and therefore agrees that AEP Energy shall not be liable for any damages associated with any failure or delay of such transmission or distribution systems. AEP Energy warrants title to all Retail Energy at the Delivery Point delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT OR OTHERWISE AS EXPRESSLY PERMITTED IN ACCORDANCE WITH THE TERMS HEREOF,

NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE APPLICABLE UNIFORM COMMERCIAL CODE OF THE GOVERNING LAW, THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD."

XVI. NOTICES

Any notice served hereunder from AEP Energy to Customer, shall be in writing and sent to any of Customer's billing or notice address or email address specified in writing by Customer from time to time, the address of any Service Location, or the address to which bills are sent to Customer. Any notice served hereunder from Customer to AEP Energy shall be in writing and shall be delivered to AEP Energy, Inc., Attn: Legal Department, 225 West Wacker Drive, Suite 600, Chicago, IL 60606 or such other address specified in writing by AEP Energy from time to time as the notice address. In the absence of proof of actual receipt, notice shall be deemed to have been received (A) if by email, on the close of the business day on which it was transmitted, (B) if by overnight mail or courier, on the next business day after it was sent, or (C) if by first class mail, on the fifth (5th) business day after mailing, each as established by business records or any other commercially reasonable evidence.

Customer shall be responsible for communicating to AEP Energy any changes to Customer's billing, notice, or email address, ownership, business name, telephone number, contact person, or meter number(s) for each Service Location as soon as practicable but in any event no later than fifteen (15) calendar days after any such change takes effect. Customer affirms its agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) Customer has provided, or will provide during the Term, regarding Customer's account(s), including about amounts due. By providing AEP Energy Customer's email address, Customer agrees to receive notices electronically, where permitted under applicable law.

XVII. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

This Agreement, with respect to any Service Location, shall be governed by, and construed and enforced exclusively in accordance with, the laws of the state where such Service Location is located, without regard to its choice of law provisions. Each Party expressly waives its rights as a consumer under any law granting consumers special rights and protections. Any action arising out of this Agreement shall be litigated exclusively in any federal court, if it has jurisdiction over the matter, or any state court, if there is no federal jurisdiction, located within the state where any Service Location that is a subject of such action is located, in the plaintiff Party's sole discretion, and the Parties expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such actions and covenant not to sue in any other court. The Parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

The Parties agree that any action, suit or proceeding arising out of or in connection with this Agreement shall be brought in the plaintiff or claimant Party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION. TO THE EXTENT EITHER PARTY IS SO PERMITTED TO PROCEED, THE PARTIES AGREE THAT: (A) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH SUCH ACTION; AND (B) THE PARTY WHO INITIATES OR PARTICIPATES AS A CLASS MEMBER WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH SUCH ACTION.

XVIII. SEVERABILITY AND WAIVER

If any provision in this Agreement is determined or rendered void, unlawful, or otherwise unenforceable for any reason whatsoever, (A) the remaining provisions shall remain in force and shall not otherwise be affected, and (B) such provision or section shall be deemed amended to the extent necessary to make it valid while still giving effect to the agreement of the Parties. The rights and remedies of the Parties under this Agreement and at law are cumulative. No waiver of any breach of this Agreement shall operate as a waiver of any other or subsequent breach. No delay, failure, or single or partial exercise by AEP Energy in enforcing any part of this Agreement shall be deemed a waiver of or shall prejudice any of its rights or remedies hereunder.

XIX. ENTIRE AGREEMENT, AMENDMENT, AND MISCELLANEOUS

This Agreement sets forth all understandings between the Parties regarding the subject matter hereof, and any prior contracts, understandings, and representations, whether oral or written, relating to such subject matter are merged into, and superseded by, this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party. No failure to enforce shall be deemed to constitute an amendment hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Energy supply, respectively, with respect to the Service Location(s) listed on the relevant Attachment, and all transactions are entered into in reliance on the fact that these General Terms and Conditions and any and all Attachments form a single agreement between the Parties, and the Parties would not otherwise enter into any transactions. In the event of a conflict between the terms of the General Terms and Conditions and any Attachment, the terms of any Attachment shall govern and take precedence. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement and shall not be used to construe or interpret the provisions of this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and simply construed according to its fair meaning and shall not be construed against one Party or the other as a result of the manner in which this Agreement was negotiated, prepared, drafted, or executed. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement.

Statutory disclosure to Ohio customers required pursuant to Ohio law: As applicable, Customer may be charged switching fees by the EDC.

XX. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, all of which together shall constitute one and the same agreement, and any of which may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., the Parties hereby agree that they may execute this Agreement using electronic means, including the use of electronic signatures by the Parties, which the Parties

agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Each Party agrees not to contest, or assert any defense to, the validity, admissibility, or enforceability of either Party's electronic signature on the grounds that such signature is in electronic form or was executed or evidenced by email or other electronic means or an electronic record was used in its formation.

Customer Information		
	Billing Information: <input type="checkbox"/> Please send paper invoices.	Contract Notice Information: <input type="checkbox"/> Same as Billing Information
Address 1:	87 Galligan Rd.	87 Galligan Rd.
Address 2:	Gilbert, IL 60136	Gilberts, IL 60136
Attn:	Taunya Fischer	Brian Bourdeau
Telephone:	847-428-4167	847-428-2861
Email:	lerickson@villageofgilberts.com #fischer	bbourdeau@villageofgilberts.com

Each of the Parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

AEP Energy, Inc.

Customer: Village of Gilberts

Signature: _____
 Name: Scott D. Slisher
 Title: Chief Solutions Officer

Signature: 
 Name: Brian Bourdeau
 Title: Village Administrator



Exhibit A to Master Energy Purchase Agreement – Electric Commodity Sales
(Ex. A (FPAI) v.09.17.18)

The following details of this Exhibit A (this "Exhibit A") to the Master Energy Purchase Agreement – Electric Commodity Sales (the "Master Agreement") shall, upon execution, become part of and be governed by the terms of the Master Agreement (the Master Agreement, together with this Exhibit A and any Attachment(s) hereto, to be hereinafter referred to collectively as the "Agreement") and be dated and effective as of 05/29/2020. Capitalized terms not otherwise defined in this Exhibit A shall have the meaning ascribed to such terms in the Master Agreement.

Nature of Purchase and Sale Obligation: AEP Energy shall sell to Customer, and Customer shall purchase from AEP Energy, Customer's full usage requirements of Retail Energy at Customer's facilities based upon the retail electric energy requirements of the Service Location(s) listed on the relevant Attachment A-1.

Retail Energy Pricing: Customer's total monthly invoice may be itemized by the various costs associated with the functions specific to Retail Energy supply and delivery in the EDC service territory listed in the relevant Attachment A-1. The itemized costs shall be determined by the executed Attachment(s) hereto and as described in the Definitions of Terms below. The below Energy Price does not include any EDC or otherwise non-bypassable charges for services under the applicable electric rate tariff or any applicable (and not expressly included) taxes.

Term: AEP Energy shall use reasonable efforts to begin supplying Retail Energy to Customer (the "Commencement Date") under the relevant Attachment A-1 (a) upon the meter read date that is estimated to be on or around the Anticipated Start Date specified in the relevant Attachment A-1, and (b) after AEP Energy receives confirmation that the EDC has completed its processing and has accepted the delivery service request; provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following the Offer Expiration Time set forth in the relevant Attachment. AEP Energy shall not be liable for any lost savings or lost opportunity as a result of a delay in the Commencement Date. This Exhibit A shall remain in effect from the date hereof and the relevant Term shall continue concurrently with any Attachment A-1 then in effect, unless sooner terminated under the Agreement.

Definitions of Terms:

Energy Losses: Energy losses are costs associated with the delivery of the Retail Energy as prescribed in the applicable transmission and distribution tariffs and are incurred based on the difference between EDC metered volumes and settlement volumes provided by the Regional Transmission Organization (RTO).

Capacity: The capacity peak load contribution (PLC) is determined and provided by the EDC for each of Customer's EDC account number(s). Capacity obligations are administered by the applicable RTO and determined for Customer using its PLC and applicable rates.

Transmission: Unless the EDC is responsible for transmission service, AEP Energy shall act as Customer's agent for securing and managing Customer's transmission service during the term of the Agreement. The network service peak load (NSPL) contribution is determined and provided by the EDC for each of Customer's EDC account number(s). The Network Integration Transmission Service (NITS) or transmission obligations are administered by the applicable RTO and determined for Customer using its NSPL and applicable rates.

Ancillary Services: Ancillary services costs include all other applicable RTO and Open Access Transmission Tariff (OATT) charges not otherwise included in this Exhibit A.

RPS: Renewable Portfolio Standards (RPS) are a regulation that requires the increased production of energy from renewable energy sources. RPS requirements shall be based upon renewable compliance charges, including costs associated with meeting renewable portfolio standards and all other environmental and renewal program compliance standards at the levels required under applicable law by the EDC or by state or federal regulatory agencies. To the extent the below Energy Price or Default Energy Price, as applicable, does not include all applicable RPS requirements, the RPS will be based on AEP Energy's incurred costs and billed as a separate line item.

Energy Price: The Energy Price shall be determined by AEP Energy using Customer's actual and estimated historical and forecasted load data, which is considered representative of the Service Location(s)' anticipated Retail Energy requirements for the term. The Energy Price is set forth in the Attachment A-1 and applies to all Retail Energy covered under the relevant Attachment A-1, including any unmetered lighting volumes.

Metering Changes: If after execution of the Attachment A-1, meters capable of measuring hourly (i.e., interval meters) electric usage are installed, AEP Energy may, in its sole discretion and using commercially reasonable assumptions, revise the Energy Price set forth on Attachment A-1 in order to reflect the financial impact occasioned by the new metering.

State Disclosure(s): The following provisions apply only to Service Locations located in the relevant state(s). AEP Energy's **Illinois** license was granted in Order No. 09-0147, **Pennsylvania** license number is A-2009-2132755, and **New Jersey** license number is ESL-0160. The **District of Columbia Public Service Commission's** telephone number is (202) 626-5100 and website address is www.dcpssc.org and Office of the People's Counsel's telephone number is (202) 727-3071 and website address is www.opc-dc.gov. The **Maryland Public Service Commission's** toll-free telephone number is (800) 492-0474 and website address is www.psc.state.md.us/intranet/home.cfm. The **New Jersey Board of Public Utilities Division of Consumer Relations'** toll-free telephone number is 1-800-624-0241. Applicable to Service Locations in **Ohio**: Customer has the right to request from AEP Energy twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge; Customer may be charged switching fees by the EDC.

IN WITNESS WHEREOF, each of the Parties has caused this Exhibit A to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

AEP Energy, Inc.

Signature: _____

Name: Scott D. Slisher

Title: Chief Solutions Officer

Customer: Village of Gilberts

Signature: _____

Name: Brian Bourdeau

Title: Village Administrator

Attachment A-1: Product and Pricing Summary



Customer Identifier: Village of Gilberts
 Utility/EDC: ComEd - IL
 No. of Service Location(s): 10

Offer Information

Offer Generation Date: 6/2/2020
 Offer Expiration Time: 6/3/2020 5:00 PM CPT
 Billing Method: Single Bill - Supplier Consolidated Billing
 Days to Pay: 60
 Product Name: Fixed Price All Inclusive
 Earliest Anticipated Start Date**: 7/1/2020
 Term: 36 Months

**Reference pg. 2 for Service Location-specific Anticipated Start Date(s)

Pricing Details

Energy Price: 0.03568 \$/kWh

Pricing Notes

Energy Price Includes	Component Details
<input checked="" type="checkbox"/> Energy	Included in Energy Price.
<input checked="" type="checkbox"/> Capacity	Included in Energy Price. This pricing incorporates all relevant published PJM Interconnection (PJM) Reliability Pricing Model (RPM) Base Residual Auction (BRA) and incremental auction zonal clearing prices for capacity and will not be increased based solely on any subsequent PJM RPM BRA and incremental auction clearing prices for these Service Location(s).
<input checked="" type="checkbox"/> Transmission	Included in Energy Price.
<input checked="" type="checkbox"/> Energy Losses	Included in Energy Price.
<input checked="" type="checkbox"/> Ancillaries	Included in Energy Price.
RPS	RPS is a non-bypassable charge billed by the EDC.

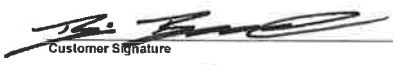
Offercode: 900402601B0947143

Additional Terms

Applicable only to the Service Location(s) served under this Attachment A-1.
 The General Terms and Conditions and Exhibit A most-recently executed between the parties on or prior to the date hereof are hereby incorporated herein by reference and become a part of, and govern, this Attachment A-1. The pricing on this Attachment A-1 does not include any EDC or otherwise non-bypassable charge or any applicable (and not expressly included) tax.

Village of Gilberts

AEP Energy, Inc.


 Customer Signature
 Brian Bourdeau
 Name (Print)
 Village Administrator
 Title
 June 4, 2020
 Date

 Signature
 Scott D. Slisher
 Name
 Chief Solutions Officer
 Title

 Date



An AEP Company

Customer Identifier: Village of Gilberts
 Offercode: 904402601 E0847143

Estimated Customer Usage Table (MWh)

No.	Account Number	Service Location Address	Bill Cycle No.	Anticipated Start Date	Anticipated End Date	PLC as of 6/1/2020 (kW)	PLC as of 6/1/2021 (kW)	NSPL as of 1/1/2020 (kW)	Estimated Customer Usage Table (MWh)												
									Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	2508003009	237 Woodland park Cir, Lite R/rz	14	7/20/2020	7/20/2023	0	0	0.00	6,018	5,939	6,113	6,478	6,004	4,610	5,289	5,853	5,292	5,835	5,178	5,515	68,124
2	0361030038	0 N Rt. 72, 5 poles E Union	2	7/1/2020	7/1/2023	0	0	0.00	5,996	5,900	5,916	5,601	5,852	5,335	5,785	5,702	5,765	6,235	5,184	5,221	68,101
3	3483150064	Columbian Ln Parksign 0 Tyrell	11	7/15/2020	7/15/2023	0.1975	0.1975	0.20	176	158	169	161	140	135	148	142	158	165	172	179	1,864
4	0756107016	Park Gazebos 185 Jackson St	11	7/15/2020	7/15/2023	0.0563	0.0563	0.00	2	2	2	2	77	86	2	2	2	2	2	2	14,432
5	1974018035	301 Columbia Ln	11	7/15/2020	7/15/2023	12.2907	12.2907	12.36	595	539	460	701	1,147	2,988	4,166	2,659	629	71	81	396	14,432
6	1131006053	Park 200 Rollyn Anderson Ln	11	7/15/2020	7/15/2023	0	0.08925002	0.00	24	2	2	2	149	165	2	2	2	2	2	2	511
7	0537085177	161 Burnett Dr	14	7/20/2020	7/20/2023	0.0339	0.0339	0.04	47	41	41	40	39	32	37	41	39	46	44	46	482
8	0588012060	62 Praine Pkwy	14	7/20/2020	7/20/2023	2.6972	2.6972	2.79	692	910	972	949	1,402	1,814	1,980	1,962	1,873	1,516	1,127	894	18,391
9	3759022022	Sign 355 Tyrell Rd	14	7/20/2020	7/20/2023	0.2144	0.2144	0.00	123	104	101	89	82	72	79	84	96	104	118	127	1,190
10	2775102015	0 Tyrell Rd Pump/Airat, E/Tyrell	14	7/20/2020	7/20/2023	0.5221	0.5221	0.04	2	2	2	721	656	23	32	895	1,737	1,624	651	9	6,354
Total									13,974	13,195	13,778	14,743	15,547	15,290	17,521	17,241	15,584	15,800	12,651	12,566	177,671



Constellation.

An Exelon Company

Agreement is Not
Valid Unless
Executed by Seller

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

VILLAGE OF GILBERTS ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs are also included in the contract prices. Selecting "Transmission Costs" as "Fixed" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates.

Renewable Portfolio Standards Costs ("RPS Costs"). Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs are now collected as UDC Delivery Charges ("RPS UDC Charges"). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

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Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.016650/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Seller Consolidated Billing.** All amounts charged are due in full within sixty (60) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

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IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Village of Gilberts

Signature: Nancy H. Fischer
2020-03-03
Printed Name: Nancy H. Fischer
Title: Vice President- Retail Ops

Signature: Brian Bourdeau
Printed Name: Brian Bourdeau
Title: Village Administrator
Date: March 3 2020
Address: 87 GALLIGAN RD
GILBERTS, IL 60136-9015

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration
Fax: 888-829-8738
Phone: 844-636-3749

Fax: 847-428-2955
Phone: 847-428-2861
Email: bbourdeau@villageofgilberts.com

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General Terms and Conditions**1. Definitions.**

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days

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written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not exonerate failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if

such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution,

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delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and

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ACCOUNT SCHEDULE:**For: Village of Gilberts****The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on March 2, 2020****We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.****Please verify that your specific information is COMPLETE and ACCURATE.****Your review and acceptance of this information will help ensure accurate future invoices***Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.***THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.**

No. of Service Accounts: 9

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	0102152027	380 Raymond, Gilberts, IL 60136-9704	05/27/20	05/27/23	\$0.04367
COMED	0174022023	320 Raymond Street, Gilberts, IL 60136-9704	05/19/20	05/19/23	\$0.04367
COMED	0334044003	1235 Galligan Rd Water Tower, GILBERTS, IL 60136	05/20/20	05/19/23	\$0.04367
COMED	1411069005	45 MEADOWS DR, GILBERTS, IL 601364053	05/18/20	05/15/23	\$0.04367
COMED	2223048055	584 SLEEPING BEAR, GILBERTS, IL 601369001	05/20/20	05/19/23	\$0.04367
COMED	2273150022	201 RAYMOND DR PUMP RT/24, LIFT STATION, GILBERTS, IL 60136	05/20/20	05/19/23	\$0.04367
COMED	2983009027	900 GLACIAL FALLS DR LIFT STATION - POD 4, GILBERTS, IL 601367709	05/15/20	05/14/23	\$0.04367
COMED	7761056032	196 VALENCIA PKWY, LIFT STATION, GILBERTS, IL 601368011	05/15/20	05/14/23	\$0.04367
COMED	8703076062	10 Silver Trail Pkwy Lift Station 2 - Pod 2, GILBERTS, IL 60136	05/15/20	05/14/23	\$0.04367

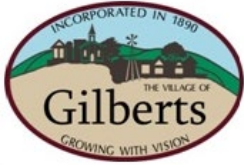
TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Party: You acknowledge that your price includes a fee that Constellation will remit to Glenview Consulting Corp. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Village of Gilberts

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To: President Zirk and the Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: June 16, 2020 Village Board Meeting
Re: Item 5.D: FY2021 Capital Projects Memo

As a result of the COVID-19 pandemic and resulting economic impact on general fund revenues, staff has re-evaluated requested FY2021 capital spending. Included below are a list of those capital projects deemed critical and which are recommended to proceed in the current fiscal year^{1 2}:

Capital Project	Funding Source	FY2021 Budgeted Cost
Tuckpointing of Police Department Building	General Fund	\$3,200
Paint Police Department Building	General Fund	\$2,800
Construct Police Evidence Room at Public Works Building	General Fund	\$1,500
Clean Ductwork at Police Department	General Fund	\$1,000
New Office Dividers in the Police Department	General Fund	\$10,000
Police Interceptor Squad	General Fund	\$22,500 ³
Crack Sealing	General Fund	\$14,500
Road Program Planning and Engineering	General Fund	\$20,000
Server Software Upgrade to Windows 2019	General Fund	\$10,000
Storm Sewer / Sanitary Sewer Jetter	General Fund / Water Fund	\$70,000 ⁴
Village Hall Building Improvements	General Fund	\$12,700 ⁵
New Public Works Truck w/ Plowing Equipment	Municipal Impact Fees	\$91,000 ⁶
14 Police Radios and Accessories	EDUI Funds	\$14,000 ⁷
Upgrade Wastewater Treatment Plant Wireless Link	Water Fund	\$36,000

¹ Please note, the Police Squad car approved as part of the FY2020 Budget and authorized via Resolution 09-2019 remains on order and the funds reserved in the Village's fund balance. At the time of delivery, staff will present a balanced budget amendment in order to pay the invoice. This is necessary because the Village is now in FY2021.

² As noted at the June 2, 2020 Village Board meeting, staff is working with Trustee Farrell to revise the Waitcus Park proposal to incorporate additional cost savings in light of COVID as well as input from the new Public Works Director.

³ As discussed at the March 10, 2020 Committee of the Whole meeting, this represents installment payment 1 of 2 toward the purchase of a new Police Interceptor squad car. Installment 2 will be budgeted and the purchase of the squad expected in FY2022.

⁴ The storm sewer / sanitary sewer jetter purchase will be split between the General Fund and Water Fund. The allocation to the General Fund is 30% or \$21,000 and the Water Fund is 70% or \$49,000. The percentage allocation is determined by future estimated use of the equipment.

⁵ Based on Board feedback this item will be returned for further discussion prior to any contracts being entered or work commencing. It is included here for concurrence that staff continue to further develop the specific details (including quotes) of the project for consideration including a more detailed cost breakdown between exterior (sidewalks) and interior work. Additional general information about the initial conceptual proposal is available in the March 26, 2020 Budget Memo.

⁶ The Public Works truck and plow is a rebudget from FY2020. The state did not release a joint bid during FY2020 for the truck and equipment. Public Works has been obtaining quotes through alternative joint bidding cooperatives. However, the Village was not able to complete the process prior to the close of FY2020; therefore, the purchase is rebudgeted for FY2021. Please note, this item is funded by Municipal Impact fees and not general, General Fund revenue.

⁷ This item was approved by the Board via Resolution 17-2020 on June 2, 2020. The item is included here for completeness of the capital projects list.

Indian Trails Water Tower Painting	Water Fund	\$150,000 ⁸
BS&A Online Bill Pay and Look Up	Water Fund	\$2,500 ⁹
Water Treatment Plant Upgrades	Water Fund	\$513,500 ¹⁰
UV Control Board Replacement	Water Fund	\$20,000
Replace Barancik Lift Station Pumps (Qty. 2)	Water Fund	\$60,000
Replace Softner Media (Year 1 of 3)	Water Fund	\$40,000
Effluent Sampler	Water Fund	\$7,000

Total General Fund ¹¹: \$119,200

Total Already Itemized in FY2021 Budget: \$85,500

Total from Reserved for Capital Line Item ¹²: \$33,700

As noted during the June 2, 2020 FY2021 Budget Review there are several projects recommended for deferral. These projects will be held for Board consideration either later in the fiscal year depending how General Fund revenues trend due to the pandemic or as part of the FY2022 budget process. Projects to be held at this time are summarized below:

On-Hold Capital Project	Funding Source	FY2021 Budgeted Cost
BS&A Miscellaneous Receivables Module	General Fund	\$3,645
BS&A Employee Self-Service / HR Module	General Fund	\$5,245
Large Chipper (Public Works)	General Fund	\$40,000
Finish Mower with Wings	General Fund	\$20,000
Village Phone System (Rebudget)	Municipal Impact Fees	\$30,000
Memorial Park Lot Paving ¹³	Park Impact Fees	\$77,402
Memorial Park Shelter Siding	Park Impact Fees	\$1,200

⁸ The Indian Trails Water Tower project has been determined to be eligible for submission to DCEO for a potential grant. Staff will continue to pursue the application in an effort to get reimbursed for and/or fund the cost.

⁹ As a reminder, this will allow residents the ability to look up and pay their water bills online through a BS&A portal. The online bill pay would also allow Village staff to accept credit cards for other payments such as permits and licenses.

¹⁰ This represents the Village options as part of the Water Treatment Plant upgrade to be completed by Gilberts Development LLC. As per the contract with Gilberts Development LLC, payment is due at the completion and acceptance of the WTP upgrade.

¹¹ Includes only those projects whose funding source is identified as the General Fund as those are most susceptible to revenue fluctuations due to the pandemic.

¹² The Reserved for Capital Line item was set aside at budget adoption and represented the estimated net General Fund surplus at the time of budget adoption. A total of \$170,494 was reserved. Directing \$33,700 from this line toward capital would leave a balance of \$136,794, which could help absorb revenue declines.

¹³ This project is held until at least the Memorial Park Well construction is complete.