

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, August 4, 2020 - 7:00 p.m. - Village Hall Board Room

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

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

Zoom (video and/or audio): <https://zoom.us/j/92975668819>

Meeting ID: 929 7566 8819

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

Members of the public can also submit written comments via email at info@villageofgilberts.com. Any comments received by 5 pm on August 4, 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 July 21, 2020 Village Board Meeting

B. A Motion to approve Bills & Payroll dated August 4, 2020

C. A Motion to Approve Resolution 21-2020, a Resolution Approving Changes to the Village of Gilberts Personnel Policies Related to Non-Exempt Personnel Overtime

5. ITEMS FOR APPROVAL

A. A Motion to Approve Ordinance 08-2020, an Ordinance Amending the Fiscal Year 2020 Budget

B. A Motion to Approve Resolution 22-2020, a Resolution Authorizing the Purchase of a Trailer Jetter from Standard Equipment in an Amount Not-to-Exceed \$65,968.00

C. A Motion to Approve Resolution 23-2020, a Resolution Authorizing and Approving the Release of a Limited Number of Building Permits in the Conservancy Development

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, July 21, 2020**

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

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

2. ROLL CALL / ESTABLISH QUORUM

Deputy Village Clerk Phillip Versten called the roll. Members present: Trustees Kojzarek, Corbett, Allen, Zambetti, Farrell, Hacker, and President Zirk. Others present: Village Administrator Brian Bourdeau, Public Works Director Aaron Grosskopf, Deputy Village Clerk Phillip Versten, Intern Riley Lynch.

3. PUBLIC COMMENT

No members of the public were in attendance.

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the July 7, 2020 Village Board Meeting
- B. A Motion to approve Minutes from the July 14, 2020 Committee of the Whole Meeting
- C. A Motion to approve Bills & Payroll dated July 21, 2020
- D. A Motion to approve the June 2020 Treasurer's Report
- E. A Motion to approve Resolution 19-2020, a Resolution Authorizing Approval of an Agreement with Patriot Paving for the 2020 Crack Sealing Program in an Amount Not-to-Exceed \$14,500
- F. A Motion to Approve Resolution 20-2020, a Resolution Authorizing the Purchase of a Water Meter Reading Software and Equipment Update from Ferguson Waterworks in an Amount Not-to-Exceed \$10,381
- G. A Motion to Approve a Request by Cruisin' to Allow Live Entertainment as part of its Outdoor Dining Use at 11 Galligan Road on August 15, 2020

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

A Motion was made by Trustee Corbett and seconded by Trustee Zambetti to Approve Consent

Agenda Items 4A-G as presented. Roll call vote: Trustees Corbett, Allen, Zambetti, Farrell, Hacker, and Kojzarek voted Aye. 0-nays, 0-abstained. Motion carried.

5. ITEMS FOR APPROVAL

There were no items for approval at this time.

6. ITEMS FOR DISCUSSION

There were no items for discussion at this time.

7. STAFF REPORTS

Administrator Bourdeau

- The Board can expect Committee-of-the-Whole meetings to become a bit busier over the next couple of months due to several previously approved capital projects, some of which may be coming back for more discussion, and some which may involve a spending level which will require Board approval. We'll try to spread them out to economize on time.
- Discussions going well with library in terms of getting a drop box located in the Village Hall parking lot. It will involve a relocating of the box that is currently at Culver's. The library will cover the cost of materials for the pouring of a small concrete pad in our parking lot area and our crews will provide the labor in creating the pad installing the box. Administrator Bourdeau will update the Board when the timeline is finalized.
- We are continuing to work with Al Stefan on some follow up questions and once we've completed that dialogue, we will share the questions and answers with the Board.
- The personnel change item regarding overtime will be on the agenda of the August 4th meeting of the Village Board.
- The June actuals on revenue reflect a blip upward due to the extension of the tax filing deadline to mid-July. July actuals should begin to reflect a more customary flow of revenue.

Deputy Clerk Versten

Deputy Village Clerk Versten had no report at this time.

8. TRUSTEE REPORTS

Trustee Corbett

- Trustee Corbett asked what Wide Open West's (WOW) gigabyte coverage was within the Village. It was noted that this particular service is not yet available to the entire Village.
- Trustee Corbett inquired about overgrown weeds near the parking lot on the north side Town Center Park, asking whether there was something we can do about it. President Zirk indicated that it is intended as a naturalized solution to accommodate drainage from the parking lot. Administrator Bourdeau will look into options for managing the growth for better aesthetics.

Trustee Hacker

Trustee Hacker said 50 building permits, based on discussion at last week's COW meeting, might be appropriate for Gilberts Development LLC to electrify pump #6 and get pump #5 connected to the

water treatment plant. Discussion followed in which Trustees Zambetti, Allen and Farrel sought to clarify the numbers of permits discussed at last week's COW meeting. Trustee Farrel recalled that it included at least 22 townhome permits, some additional permits in the single-family section, and a number of permits to start homes in the adult lifestyle age-restricted homes.

Trustee Farrel

Trustee Farrel stated that, also regarding the Conservancy development, Mr. Mertz of Gilberts Development LLC said at last week's meeting that he could have the electrical to pump #6 completed and operational within two months and that we should be sure to follow up with him throughout that time in regard to the design of the electrical to make sure he has it completed and operational by mid-September, in the manner he has now promised. She would like to hold him more strictly to timeline commitments.

President Zirk

President Zirk addressed a recent FOIA request for an internal memo, asking the Board whether any members had an issue with releasing it. He stated that, upon review of the content, he sees no reason why we cannot release the information sought by the requestor. The memo, addressed to the Village Board from our Village Attorney, was mentioned at last week's COW meeting during a discussion on the progress of the Conservancy development. President Zirk expressed that, while we should always consider attorney-client privilege when contemplating the release of such documents, we should release whatever we can release. No Board members expressed concerns with releasing this information.

9. PRESIDENT'S REPORT

President Zirk had no 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 Zambetti to adjourn from the public meeting at 7:22 p.m.** Voice vote carried unanimously.

Respectfully submitted,

Phillip Versten
Deputy Village Clerk

Department: 00 GENERAL FUND

ROBINSON ENGINEERING, LTD.	ESCROWS PAYABLE	13,715.00	ESCROWS PAYABLE
Total: 00 GENERAL FUND		13,715.00	

Department: 01 ADMINISTRATIVE

MENARDS - CARPENTERSVILLE	MAINTENANCE BUILDING	19.96	MAINTENANCE BUILDING
THE BUG MAN, INC	CONTRACTUAL SERVICES	45.00	CONTRACTUAL SERVICES
Total: 01 ADMINISTRATIVE		64.96	

Department: 02 POLICE

HUNTLEY FORD	MAINTENANCE VEHICLES	28.95	MAINTENANCE VEHICLES
ILEAS	DUES	60.00	DUES
JAKE THE STRIPER	MAINTENANCE VEHICLES	925.00	MAINTENANCE VEHICLES
MARTIN GRIFFIN	UNIFORMS - 05/01/2019 OR AFTER	300.00	UNIFORMS - 05/01/201
THE BUG MAN, INC	CONTRACTUAL SERVICES	72.00	CONTRACTUAL SERVICES
VERIZON WIRELESS	COMMUNICATIONS	210.06	COMMUNICATIONS
Total: 02 POLICE		1,596.01	

Department: 03 PUBLIC WORKS

COMMONWEALTH EDISON	STREETLIGHTING	216.47	STREETLIGHTING
JCK CONTRACTORS	MAINTENANCE GROUNDS	135.00	MAINTENANCE GROUNDS
LEROY'S LAWN EQUIPMENT	MAINTENANCE EQUIPMENT	165.19	MAINTENANCE EQUIPMEN
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	53.95	SMALL TOOLS AND EQUI
MENARDS - CARPENTERSVILLE	MAINTENANCE VEHICLES	65.18	MAINTENANCE VEHICLES
MENARDS - CARPENTERSVILLE	MAINTENANCE STREETS	214.75	MAINTENANCE STREETS
THE BUG MAN, INC	CONTRACTUAL SERVICES	47.00	CONTRACTUAL SERVICES
Total: 03 PUBLIC WORKS		897.54	

Department: 04 BUILDING

ROBINSON ENGINEERING, LTD.	BUILDING PERMIT EXPENSE-PASS T	2,604.00	BUILDING PERMIT EXPE
Total: 04 BUILDING		2,604.00	

Department: 06 PARKS

COMMONWEALTH EDISON	UTILITIES	225.32	UTILITIES
MENARDS - CARPENTERSVILLE	MAINTENANCE GROUNDS	389.14	MAINTENANCE GROUNDS
USA BLUEBOOK	MAINTENANCE BUILDING	83.06	MAINTENANCE BUILDING
VIKING CHEMICAL CO	MAINTENANCE EQUIPMENT	470.65	MAINTENANCE EQUIPMEN
Total: 06 PARKS		1,168.17	

Department: 10 WATER SYSTEMS

HUNTLEY FORD	MAINTENANCE VEHICLES	17.01	MAINTENANCE VEHICLES
MENARDS - CARPENTERSVILLE	LAB SUPPLIES & EQUIPMENT	73.52	LAB SUPPLIES & EQUIP
POLLARDWATER	LAB SUPPLIES & EQUIPMENT	1,309.89	LAB SUPPLIES & EQUIP
THIRD MILLENNIUM ASSOCIATES	CONTRACTUAL SERVICES	343.44	CONTRACTUAL SERVICES
USA BLUEBOOK	LAB SUPPLIES & EQUIPMENT	1,017.96	LAB SUPPLIES & EQUIP
VIKING CHEMICAL CO	CHEMICALS	974.80	CHEMICALS
Total: 10 WATER SYSTEMS		3,736.62	

Department: 20 WASTEWATER SYSTEMS

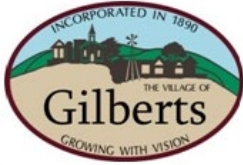
BATTERIES PLUS	OFFICE SUPPLIES	18.95	OFFICE SUPPLIES
CONSTELLATION NEWENERGY, INC.	UTILITIES	8,179.35	UTILITIES
HUNTLEY FORD	MAINTENANCE VEHICLES	17.01	MAINTENANCE VEHICLES
MENARDS - CARPENTERSVILLE	LAB SUPPLIES & EQUIPMENT	73.51	LAB SUPPLIES & EQUIP
NICOR	UTILITIES	329.94	UTILITIES

07/31/2020 12:30 PM
User: lsiegbahn
DB: Gilberts

INVOICE APPROVAL BY DEPT FOR VILLAGE OF GILBERTS
EXP CHECK RUN DATES 08/04/2020 - 08/04/2020
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Page: 2/2

SENTRY SECURITY, INC.	CONTRACTUAL SERVICES	1,649.97	CONTRACTUAL SERVICES
THIRD MILLENNIUM ASSOCIATES	CONTRACTUAL SERVICES	<u>343.45</u>	CONTRACTUAL SERVICES
Total: 20 WASTEWATER SYSTEMS		10,612.18	
	*** GRAND TOTAL ***	<u>34,394.48</u>	



Village of Gilberts
Village Hall
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To: President Zirk and the Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Taunya Fischer, Finance Director
Date: August 4, 2020 Village Board Meeting
Re: Item 4.C: A Resolution Approving Changes to the Village of Gilberts Personnel Policies Related to Non-Exempt Personnel Overtime

*****As discussed at the July 14, 2020 Committee of the Whole*****

The specific changes to the Personnel Policy are outlined below (additions underlined):

Section 3.5.2.

Overtime hours shall be defined as those hours worked by non-exempt employees beyond forty (40) hours per week, as provided by the Fair Labor Standards Act (29 CFR 778.107). For purposes of determining hours worked per week for overtime purposes a Village recognized Holiday will count as 8 hours of time worked.

Section 5.6 Holidays

1. Holiday recognition and designation shall be set by the Village alone. The following days are holidays with pay for all full-time employees of the Village:

New Year's Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

2. Employees required to work on a recognized Village holiday shall do so. Employees working on the holiday shall receive their base rate of pay plus the base rate of pay for the holiday.
3. There shall be no duplicating or pyramiding in the computation of overtime or other premium wages including Holiday pay. Employees are not entitled to the payment of overtime or other premium pay more than once for the same hours worked.

Background Information from July 14, 2020 Committee of the Whole Staff Report

The Village's Personnel Policy provides guidance regarding when non-exempt employees, not otherwise covered by a collective bargaining agreement, are eligible to receive overtime compensation in accordance with the federal Fair Labor Standards Act.

Section 3.5.2:

*Overtime hours shall be defined as those hours **worked** by non-exempt employees beyond forty (40) hours per week, as provided by the Fair Labor Standards Act. [emphasis added]*

The Village Personnel Policy provides guidance with respect to recognized holidays.

Section 5.6.1

*Holiday recognition and designation shall be set by the Village alone. The following days are **holidays with pay** for all full-time employees of the Village: [emphasis added]*

<i>New Year's Day</i>	<i>Veterans' Day</i>
<i>Presidents' Day</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Friday after Thanksgiving Day</i>
<i>Independence Day</i>	<i>Christmas Eve</i>
<i>Labor Day</i>	<i>Christmas Day</i>

Under the current policy a non-exempt employee working a week during which a recognized Village holiday occurs receives 40 hours of straight time pay; however, the 8 hours from the holiday does not count toward the hours 'worked' for purposes of determining overtime eligibility. Therefore, an employee called-in outside their normal work schedule or required to extend their normal shift would not be eligible for overtime pay until they obtained 40 hours worked, at which time pay would be paid at 1.5 times base wage.

The proposed change would recognize the 8 hours of holiday pay as time 'worked' for purposes of determining overtime eligibility. This change would make our Personnel Policy consistent with other municipal policies regarding overtime pay for non-exempt personnel. Additionally, this structure is similar to that provided under the Village's existing collective bargaining agreements.

This is a suggested change that was brought forward by employees to Department Heads and myself. If the Board is agreeable to this proposed change, Staff will work with Ancel Glink to prepare the necessary Resolution.

VILLAGE OF GILBERTS

RESOLUTION 21-2020

A RESOLUTION APPROVING CHANGES TO THE VILLAGE OF GILBERTS PERSONNEL POLICIES RELATED TO NON-EXEMPT PERSONNEL OVERTIME

WHEREAS, the Village of Gilberts Personnel Policy, adopted May 1, 2007 and amended January 21, 2020, establishes the general guidelines for employees conduct; and

WHEREAS, from time to time it is necessary to amend the Personnel Policy for clarification or to better meet the needs of the employees and the Village; and

WHEREAS, the Village desires to amend its policy related to non-exempt personnel overtime under the policy as identified in Exhibit A.

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

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

Section 2. Approval: Authorization. The Village Board of Trustees hereby approves the Village of Gilberts Personnel Policy manual attached as Exhibit A.

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

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2020.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	_____	_____	_____	_____
Trustee 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:

Phillip Versten, Deputy Clerk

VILLAGE of GILBERTS

PERSONNEL MANUAL

Passed by the Board of Trustees
of
Village of Gilberts

~~January 21, 2020~~ August 4, 2020

Resolution ~~0121~~-2020

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1. INTRODUCTION

1.1 GENERAL POLICY

It is the policy of the Village of Gilberts (hereafter referred to as the "Village"), to provide, support, implement, and maintain high quality services and facilities in order to promote and protect and enhance the health, safety, welfare and quality of life of its citizens. The ability of the Village to provide high quality services to its residents is dependent in large part on the employees of the Village performing at a consistently high professional level. The Village takes pride in the spirit of professionalism, warmth and hospitality of its employees, who as public servants are charged with the responsibility to courteously deliver reliable, efficient and effective municipal services.

This personnel manual shall be made available to all Village employees. All employees are expected to read the Personnel Manual, become familiar with its contents, follow the procedures contained within and sign a statement that the employee shall comply with the provisions set forth herein.

1.2 PURPOSE OF MANUAL

The purpose of this Personnel Manual is to provide the employees of the Village of Gilberts guidance in understanding and executing the duties, responsibilities and privileges of their employment with the Village. The Personnel Manual establishes the standard administrative procedures for employee hiring, discipline, benefits and services. The Village reserves the right to take any action deemed to be in its best interests, as a particular situation or circumstances may dictate.

Nothing contained in this manual and nothing said or done by a Village employee is intended as an employment contract between the Village and any employee or a guarantee of continued employment. The Village and the employee both have the right to terminate the employment relationship at any time, with or without cause and with or without notice. This relationship is therefore considered to be employment "at-will."

Each rule of the Personnel Manual and each section thereof is an independent rule. Should the provisions of any rule or section to be held void, invalid, or ineffective, for any reason, said determination does not affect the validity of any other rule or section.

This Manual supersedes and replaces all prior versions, draft and other policy statements on the matters set forth in this Manual. In the event of any conflict between the provisions of this Manual and the provisions contained in any collective bargaining agreement that may be applicable to union employees of the Village, the collective bargaining agreement shall control with respect to the union employees in question. If an issue is not specifically addressed in a collective bargaining agreement, this Manual shall control.

1.3 DEFINITIONS

For the purpose of this Manual, the following definitions shall apply:

Authority - Approval of personnel policy is vested in the President and Board of Trustees. It is the responsibility of the Village President to provide copies of recommended modifications to the Board of Trustees for final approval. The overall authority and responsibility to administer the personnel policy is vested in the Village President with approval by the Village Board of Trustees. The Village Administrator and Department Heads shall be responsible for the day-to-day administration of the personnel policies, procedures, rules and regulations.

CDL – Commercial Drivers License issued by the State of Illinois.

Department Head - Department Head is the supervisor of a department. When the Department Head is not identified the Village Administrator shall be considered the Department Head until such time as a Department Head is identified.

Employee Year – A twelve (12) month period, beginning with the first day of employment of an employee.

Exempt Employee - An exempt employee is any employee of the Village, whether having achieved full employment status or not, who is exempted from coverage by the Fair Labor Standards Act (FLSA) or its amendments for purposes of wages and overtime. Determination of exempt status shall be based on whether each written job description satisfies the criteria for an “Executive,” “Administrative,” “Professional” or “Creative” exemption, as established by Section 13(a)(1) of the Fair Labor Standards Act, as amended, and within guidance set forth by the U.S. Department of Labor.

Fair Labor Standards Act (FLSA) – Federal law that prescribes standards for the basic minimum wage and overtime pay, affects most private and public employment.

Fiscal Year - May 1st to April 30th - the Village Fiscal Year.

Family Medical Leave Act (FMLA) – Federal law that requires employers to grant eligible employees up to a total of 12 workweeks of unpaid leave during any 12-month period for the birth and care of a newborn child; adoption or placement of a child in a foster home; the care of an immediate family member with a serious health condition, or an employee’s own serious health condition [29 CFR Part 825].

Gratuities - Gratuities shall include but are not limited to such items as: money; gift certificates; cash; contributions; stock; bonds; consumable goods such as liquor, candy, food, beverages; sporting goods; automotive equipment; appliances; clothing; flowers; plants; landscaping material; office supplies; perfume; cologne; electronic equipment; books; magazines; subscriptions; pictures; paintings; memberships; records; tapes; furniture and other such items for personal use.

Health Insurance Portability and Accountability Act of 1996 (HIPAA) – Federal law that regulates the continuity of health insurance coverage, pre-existing conditions, and the maintenance of and access to individuals’ medical records.

Hourly Employee - Any person hired by the Village who may be regularly scheduled and is paid on an hourly basis.

Excused Leave - a non-paid excused work absence.

NIDA – National Institute of Drug Abuse (NIDA) is a Federal scientific research institute under the National Institutes of Health, U.S. Department of Health and Human Services.

Non-Exempt Employee - A non-exempt employee is any employee of the Village, whether having achieved full employment status or not, who is provided coverage by the Fair Labor Standards Act as amended for purposes of wages and overtime. An employee shall be considered non-exempt until such time that the written job description for the employee’s position satisfies the

criteria for a qualified exemption as set forth in Section 13(a)(1) of the Fair Labor Standards Act.

Part time Employee – an employee that works less than forty (40) hours per week.

Personal Days – Paid excused work absence days to be used for sick and/or personal business.

Police Department Operating Manual - Separate and distinct Manual for Police Department employees only and supplemental to this Village Personnel Manual. In the event of any conflict between the provisions of the Police Department Operating Manual and this Personnel Manual, the more stringent provisions shall apply unless otherwise specifically approved by the Village Board.

Personnel Record Review Act (PRRA) - State statute that provides an employee a right to review, copy and correct personnel records, and prescribes the gathering and use of information about the employee by an employer. [820 ILCS 40/0.0/et.seq.]

Part Time Employee – an employee scheduled to work less than thirty-five (35) hours, but more than twenty-four (24) hours per week for fifty-two (52) weeks of the year.

Full Time Employee - Any employee who goes through a probationary period and is scheduled to work at least forty (40) hours per week, fifty-two (52) weeks of the year, less vacation. All full time employee positions shall be authorized by the Village Board of Trustees through the annual budget process or through amendments to the budgets as approved at regular or special Board meetings.

Relative - For the purpose of this Manual, a relative shall be deemed to include the following: father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, son, daughter, son-in-law, daughter-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter or spouse.

Salaried Employee - Any person hired by the Village who is paid on a salary basis and is regularly scheduled on a permanent assignment.

Seasonal or Temporary Employee - A seasonal/temporary employee is an employee of the Village who works less than six months of the year.

Illinois Victim's Economic Security and Safety Act (VESSA) – State law that provides eligible employees up to a total of 12 work weeks of unpaid leave during any 12-month period for medical attention, services, counseling, relocation, and/or legal assistance for self-care or the care of family/household members resulting from domestic violence. [56 IL Adm. Code 280]

Work Week - Seven consecutive calendar days beginning at 12:00 a.m., Sunday for all Village employees except employees of the Police Department.

1.4 SUPPLEMENTS TO PERSONNEL MANUAL

The Village reserves the right to modify, revoke, suspend, terminate or change the language in this Personnel Manual, in whole or in part, at any time, with or without notice. If from time to time when changes are necessary or revisions are made, all employees of the Village will be given revised copies for inclusion in their copy of the Personnel Manual. All approved modifications to these policies shall become a part of the Personnel Manual on their effective date until amended or withdrawn, by action of the Village Board. All approved modifications will be provided to all Village employees in written form for inclusion in their copy of the Personnel Manual.

From time to time, the Village may also adopt policies that relate to, supersede or extend beyond the scope of the Personnel Manual. Employees shall be notified in writing when new policies that affect them are enacted.

1.5 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the policy of the Village to provide equal employment opportunity to all qualified employees and applicants for employment without regard to race, color, religion, creed, gender or sexual orientation, marital status, national origin, ancestry, age, military discharge, handicap unrelated to job requirements, or veteran status in accordance with applicable laws.

This equal employment opportunity policy applies to all employment activities, including but not limited to hiring, promotion, demotion, transfer, recruitment, advertising, layoff, discharge, rate of pay and selection for training. This policy extends to all aspects of the Village, including recruiting, hiring, appointment and promotion into a job classification. In order to maintain such an environment, it will be a goal of the Village to conduct sensitivity and diversity training for all employees, appointed and elected offices on a regular basis.

1.6 RESIDENTIAL PREFERENCE

When permitted by law, it shall be the policy of the Village that when considering for employment equally qualified candidates, to give preference to a resident of Gilberts.

1.7 SEXUAL HARASSMENT POLICY.

The Village is committed to providing a workplace environment that encourages and fosters appropriate conduct among employees and respect for individual values and sensibilities. Accordingly, the Village's commitment extends to all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct, which may result in disciplinary action up to and including dismissal. Employees are advised that sexual harassment may also subject the Village and/or an individual to substantial civil penalties.

The Village's policy on sexual harassment is part of its overall affirmative action efforts pursuant to state and federal laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability, and gender. Specifically, sexual harassment is prohibited by the Civil Rights Act of 1964, as amended in 1991, and the Illinois Human Rights Act.

Each and every employee of the Village bears the responsibility to refrain from sexual harassment in the workplace. No employee--either male or female--should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisory personnel to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct, which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment shall be investigated in a prompt and effective manner.

All employees of the Village, and particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this Policy and to abide by the requirements.

1.7.1 DEFINITION OF SEXUAL HARASSMENT.

According to the Equal Employment Opportunity Commission and the Illinois Department of Human Rights, and for the purposes of this policy, sexual harassment is defined as: unwelcome sexual advances or requests for sexual favors or any conduct consisting of a sexual nature where:

- (a) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Conduct commonly considered to constitute sexual harassment includes, but is not limited to:

Verbal: sexual innuendoes, sexually explicit jokes or stories, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, sexually degrading words to describe an individual, even outside their presence, of a sexual nature, graphic or suggestive comments about an individual's dress or body.

Non-verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking", or "kissing" noises.

Visual: Posters, signs, pin-ups or slogans of sexual nature, suggestive or objectionable pictures or photographs of individuals.

Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault.

Sexual harassment can occur between men and women or members of the same sex. Sexual harassment is unacceptable in the workplace itself and in other work-related settings, such as business trips, and business-related social events.

It is also unlawful to retaliate in any way against anyone who has complained about sexual harassment or discrimination, whether that concern relates to harassment of or discrimination against the individual raising the concern or against another individual.

1.7.2 RESPONSIBILITY OF INDIVIDUAL EMPLOYEES.

Each individual employee has the responsibility to refrain from sexual harassment in the workplace. An individual employee who sexually harasses a fellow worker is liable for his or her individual conduct.

1.7.3 REPORTING PROCEDURES

The Village has designated the Village President and/or Village Administrator to coordinate the Village's sexual harassment policy compliance. He/She is available to consult with employees regarding their obligations under this policy. In circumstances when the complaint is made against the Village President or Village Administrator, the Village Board will become the coordinator for such complaint.

Any harassment, sexual or otherwise, when experienced or observed, must be promptly reported in confidence to the employee's supervisor or to the Village Administrator. Supervisory personnel shall take appropriate action when they become aware of potential sexual harassment. If the complaint involves an employee's supervisor, then the employee may go to another supervisor, the Village Administrator, or the Village President. An investigation will be made immediately concerning any allegation of harassment in as confidential a manner as possible. The Village does not condone any form of retaliation against any employee for making a report under this policy or cooperating with an investigation under this policy. If the investigation leads to a determination that the harassment occurred, corrective action will be taken immediately, up to and including termination of employment if appropriate.

To the maximum extent possible, the Village will strictly maintain the confidentiality of all complaints. Information will be held in confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the complaint or as required by law.

The Village's policy is to investigate all such complaints thoroughly and promptly. If an investigation confirms that a violation of this harassment policy has occurred, the Village will take corrective action, including such discipline, up to and including immediate termination of employment, as is appropriate. Additionally, in investigating complaints of harassment under this policy, the Village may impose discipline, up to and including termination of employment

for inappropriate conduct that comes to the Village's attention, without regard to whether the conduct constitutes a violation of law or this policy.

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith, which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action up to and including discharge.

Any allegation of sexual harassment made by an elected official against another elected official may be reported to the chief executive officer. If the chief executive officer is the person making the allegation or is the person alleged to have committed the harassment, then the report may be made to any other elected official. The preference is that such complaints be submitted in writing with as much detail as possible regarding the nature of the incident(s) and who is responsible for the alleged harassment, when the incident(s) occurred, where they occurred, whether or not they were witnessed and by whom and whether or not there is any physical evidence (video, audio, text, email, social media etc.) that needs to be identified and preserved. While there is a preference for complete and detailed written complaints, all complaints, including verbal complaints, will be thoroughly investigated. Upon receipt of an allegation of harassment pursuant to this policy, the person to whom the report has been made shall immediately refer the complaint to the Agency's legal counsel for review. The Agency's legal counsel shall then appoint a qualified independent attorney or consultant to review and investigate all allegations set forth in the complaint.

1.8 DRUG AND ALCOHOL ABUSE POLICY

It is the policy of the Village that the residents have the right to expect all persons employed by the Village to be free from drug use and alcohol abuse. All employees are required to report to work on time and in an appropriate mental and physical condition for work. It is the Village's intent to provide and maintain a drug and alcohol free, healthful, safe and secure work environment.

1.8.1 PROHIBITED CONDUCT

In accordance with the Federal Drug-Free Work Place Act of 1988, Village employees shall not manufacture, distribute, dispense, possess or use illicit

drugs, unauthorized prescription drugs, alcohol, cannabis or controlled substances on the premises of any Village building or facility (unless authorized), in Village-owned vehicles, during working hours or during any on-call period. Likewise, employees also are prohibited from being under the influence of illegal drugs, controlled substances, unauthorized prescription drugs, cannabis or alcohol on the premises of any Village building or facility (unless authorized), in Village-owned vehicles or during working hours or during any on-call period. In addition, the use of recreational cannabis shall be prohibited for certified law enforcement officers, all employees for whom a valid commercial driver's license ("CDL") is required as a condition of employment, all employees under 21 years of age and any employee who works in a position funded by a federal grant. Compliance with this policy is a condition of employment. Sanctions for violation of this policy extend to and include termination of employment and referral for prosecution consistent with applicable local, state and federal law.

This policy does not apply to the lawful use of prescription drugs, including but not limited to medical cannabis, under the supervision of a licensed health care professional and within the limits of a valid prescription. An employee who has been prescribed drugs is required, however, to consult with his or her doctor or pharmacist about the prescribed medication's effect on the employee's ability to perform his or her job safely and to immediately disclose to his or her supervisor any medication-related work restrictions. While employees are required to disclose any medication-related work restrictions, employees should not disclose the type of drugs they have been prescribed or the underlying medical conditions or disabilities unless directed to do so by their doctors or pharmacist or asked to do so by the Village.

As part of our drug free work-place policy, it is the policy of the Village to conduct drug testing during the post offer, pre-placement physical examination required for all certified law enforcement officers, prospective employee who must possess a valid CDL as a condition of Village employment, employees whose position is funded by a federal grant and all employees under 21 years of age. It is also the policy of the Village to conduct drug/alcohol testing where it has reason to believe that an employee may be under the influence of alcohol, illegal drugs or other controlled substances. Employees subject to D.O.T. testing shall be tested in accordance with D.O.T. regulations in addition to the testing and discipline provisions of this policy. Refusal to submit to testing will result in disciplinary action, up to and including termination of employment.

As a condition of initial or continued employment, employees shall abide by the terms of this policy and shall notify the Village Administrator of any criminal drug statute conviction, guilty or *nolo contendere* (i.e. “no contest”) plea for a violation occurring in the work place no later than five calendar days after such conviction or plea.

1.8.2 DEFINITIONS

For purposes of this policy, “alcohol” means any substance containing any form of alcohol, including but not limited to ethanol, methanol, propanol and isopropanol; the term “cannabis” is defined as provided in the Cannabis Control Act (720 ILCS 550/1 et seq.), which provisions are incorporated into this policy by reference; the term “controlled substance” means a controlled substance listed in the Illinois Controlled Substances Act (720 ILCS 570) or Cannabis Control Act (720 ILCS 550) and substances listed in Schedules 1 through V of the Federal Controlled Substances Act (21 U.S.C. 812), as further defined by regulation at 21 CFR 1308.11 through 1308.15; the term “criminal drug statute” means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance or cannabis; the term “drugs” shall mean prescription/OTC (over the counter) drugs and controlled substances including cannabis and medical cannabis; the terms “policy” means this Alcohol and Drug policy; the term “possess” means to have either in or on an employee’s person, personal effects, desk, files, or other similar areas; the term “prescription/OTC drugs” (including medical cannabis) means prescription drugs and over-the-counter (“OTC”) drugs obtained legally and being used in the manner and for the purpose for which they were prescribed and manufactured; generally, the term “under the influence” shall mean that the employee is affected by alcohol, drugs of any kind, including but not limited to cannabis and/or controlled substances in any determinable manner. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, a layperson’s opinion, or the statement of a witness; the term “Village property” shall mean any building, office, common area, open space, vehicle, parking lot or other area that is owned, leased, managed, used or controlled by the Village of Gilberts. Among other substances, it includes such illegal drugs as marijuana, cocaine, crack, PCP, heroin, morphine and LSD.

1.8.3 “UNDER THE INFLUENCE OF ALCOHOL” DEFINED

For the purpose of determining whether the employee is under the influence of alcohol in violation of this policy, test results showing an alcohol concentration

of .02 or more based upon the grams of alcohol per 100 millimeters of blood will be considered positive, and results showing an alcohol concentration of less than 0.02 shall be considered negative.

1.8.4 “UNDER THE INFLUENCE OF CANNABIS” DEFINED

For the purpose of determining whether the employee is under the influence of cannabis in violation of this policy, this determination will be made based upon whether the employee manifests while working or on call specific, articulable symptom of decreased or lessened performance of duties or tasks of the employees position, including: symptoms of the employee’s speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence, carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness which results in injury to the employee or others.

1.8.5 CONSEQUENCES OF POSITIVE TEST RESULTS

Applicants who refuse to cooperate in or fail to pass a post-offer, pre-employment drug test will not be hired.

Employees who refuse to cooperate in a required test, who test positive, or who use, possess, distribute, purchase, sell, manufacture or dispense illegal drugs on Village premises or work sites will be disciplined, up to and including termination of employment.

Employees who possess or consume illegal drug paraphernalia or alcoholic beverages on Village premises or work sites will be disciplined, up to and including termination of employment.

Employees who have been convicted of, sentenced for, or pled *nolo contendere* to a drug crime committed on Village premises or work sites, will be disciplined or terminated.

1.8.6 OPPORTUNITY TO CONTEST

If the Village receives a confirmed, positive drug or alcohol test and/or information indicating that an employee manifests specific, articulable symptom of impairment or being under the influence of alcohol, cannabis or any other

controlled substance or prescription/OTC drug, the employee will have a reasonable opportunity to contest the basis of the Village's determination. However, the Village will make a final decision at its sole and exclusive discretion.

1.9 WORKPLACE VIOLENCE POLICY

The safety and security of its employees is of paramount importance to the Village of Gilberts. The Village is committed to providing, in so far as it reasonably can do so within available resources, a safe environment for working and conducting business. The Village will not tolerate acts of violence or threats of violence committed by or against Village employees, whether working or not working, on or off Village property.

Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone will not be tolerated. Violations of this policy will lead to disciplinary action, which may include dismissal, arrest, and prosecution.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts against Village employees shall be removed from the premises as quickly as safety permits, and shall remain off the premises pending the outcome of an investigation. The Village will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

No other Village policy, practice, or set of procedures will be enforced or interpreted in a manner inconsistent with the terms and provisions of the Workplace Violence Policy.

1.9.1 EMPLOYEE REPORTING DUTIES

Any violent incidents or threats must be reported to the Village Administrator, the Police Chief, or a department head, who shall promptly investigate all such reports and take appropriate disciplinary and legal action. Employees are responsible for notifying a supervisor or management of any behavior they have witnessed which:

- a) is regarded as threatening or violent; and,

- b) has occurred in the workplace, during activities related to Village employment, which may be at sites other than the workplace, or is job related.

Employees are responsible for notifying management regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior, and the person or persons who were threatened or were the focus of the threatening behavior. Designated management representatives include the employee's immediate supervisor or Department Head, the Police Chief, and the Village Administrator. Complaints involving the employee's immediate supervisor should be directed to either the Police Chief or the Village Administrator. In the event that a violent action is actually occurring, every effort should be made to contact the Police Department as quickly as possible. No employee acting in good faith, who reports real or implied threats or violent behavior will be subject to retaliation or harassment based upon their report.

1.9.2 PROTECTIVE OR RESTRAINING ORDERS

All individuals who apply for or obtain a protective or restraining order which lists Village locations as being protected areas, must provide to their supervisor a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

1.9.3 REPORT CONFIDENTIALITY

The Village understands the sensitivity of the information requested and has developed confidentiality procedures, which recognize and respect the privacy of the reporting employee(s). To the maximum extent possible, the Village will maintain the confidentiality of all complaints. Information will be held in confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the complaint, or as required under applicable law.

1.10 POLITICAL ACTIVITIES

Employees serve all Village residents equally. The political opinions or affiliations of any resident shall in no way affect the amount or quality of service they receive from the Village. An individual's political affiliation, preference, or opinion will not in any way influence their appointment, retention, or promotion as a Village employee.

No employee may (i) use his or her official position of employment to coerce or inhibit others in the free exercise of their political rights or (ii) engage in political activities while at work or on duty. During work hours, employees shall not directly or indirectly, demand, solicit, collect, or receive any assessment, subscription or contribution, whether voluntary or involuntary, intended for any political purpose whatsoever from fellow members or employees or from the general public. Employees shall not wear or display any indicia of political affiliation upon their person, or anywhere on the premises of Village-owned property, during their work day, or while conducting Village business.

Village property shall not be used to advance political campaigns, including the use of Village vehicles to conduct campaign business or display campaign stickers, or the use of Village duplicating services for campaign materials.

Except on a strictly voluntary basis, employees shall not contribute money to any candidate or political party.

Failure to comply with these provisions will result in appropriate disciplinary action to be determined at the Village's discretion.

No political activity shall be conducted on Village property including the solicitation of signatures for candidates for elected office. While on Village property, employees, visitors and residents shall not be solicited for any political activity.

1.11 PECUNIARY INTEREST

No employee of the Village shall have a financial interest, direct or indirect, in any contract with the Village, or be financially interested directly or indirectly in the sale to or by the Village of land, material, supplies or services, except on behalf of the Village as an employee. This provision may be waived by the President and Board of Trustees upon full disclosure of all pertinent facts when said transaction is in the Village's interest and in compliance with all Federal, State, and local laws, and Village ordinances.

It shall also be the responsibility of any employee to fully comply with all applicable Federal, State and local laws relating to conflicts of interest and financial disclosure.

1.12 CONFLICT OF INTEREST

In the conduct of public business, employees of the Village shall avoid conflict between their individual private interests and the public welfare.

The following are examples of conflicts of interest and are not intended to be inclusive:

1. Engaging in or accepting private employment or rendering services for private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in performance of official duties; and
2. Appearance on behalf of private interests before any agency of the Village with or without compensation.
3. Failing to disclose the full nature and extent of a substantial or controlling financial interest in or any substantial dealing as a debtor, creditor or contractor with the Village for the sale of real estate, materials, supplies or services. Such employee, with or without such disclosures, shall refrain from participating in any such transaction or contract of sale.
4. Disclosing confidential information concerning the property, government or affairs of the Village or using such information to advance financial or other private interests.

Whether a conflict of interest exists shall be in the sole determination of the Village President, the Board of Trustees, or the Village Administrator and not the individual employee.

1.13 ACCEPTANCE OF GIFTS

The Village has adopted the provisions of the State Gift Ban Act (5 ILCS 430/10-10 et seq.) as amended. In addition, the acceptance of gifts and gratuities for providing municipal service or as a result of one's official position is strictly prohibited.

Acceptance of gifts and donations not having essential or intrinsic value, such as a box of candy, or other food, which can be consumed on Village premises by the department as a whole without violating this rule is not prohibited, nor is the

receipt of calendars, and other items of an advertising nature. Entertainment received from vendors shall be restricted to an occasional meal, outing or similar limited activity where the total dollar amount is less than seventy-five dollars (\$75.00). The Village retains the sole right to determine which gifts and gratuities violate this rule.

2. REQUIREMENTS FOR EMPLOYMENT

2.1 POLICY

It shall be the policy of the Village of Gilberts to recruit and select the most qualified persons based on merit for positions within the Village's service. The Village recruits candidates, both externally and internally for vacant positions at all levels, in accordance with Federal, State and local laws. Individuals may be recruited for position vacancies from a geographic area as wide as necessary to assure obtaining well-qualified candidates.

2.2 RECRUITMENT

In order to provide growth opportunities for all employees, all vacancies shall be announced by posting to present employees. In addition to internal job postings, applicants shall be recruited from outside of the organization.

A position shall be open to any individual meeting both the essential functions of the position pursuant to the Americans with Disabilities [ADA] guidelines, and the minimum requirements, as established in the corresponding class specification.

2.2.1 APPLICATION

All applicants for Village employment shall file an application form provided by the Village. The application requires complete information relating to experience, training, residence and other requirements determined to be a bona fide occupational qualification. Prior to actual employment, the applicant will furnish the Village with their date of birth for the purpose of conducting a background investigation. Background investigations, which may include criminal background investigations, will be conducted on all applicants prior to hiring. Failure to provide accurate information on the Application, or at any time during the hiring process shall disqualify the applicant from employment, or subject him/her to discipline (including discharge) if already hired.

No representative of the Village, except the Village President with the approval of the Village Board of Trustees has the authority to enter into any employment agreement for a specific period of time or to make any agreement contrary to that stated above. Any such agreement must be in writing and signed by the Village

President and employee. No one has the authority to make any verbal statements of any kind at any time, which is legally binding on the Village.

2.2.2 SELECTION

To determine whether an applicant qualifies for a position with the Village, factors such as level of education, previous experience, relevant skill sets, the personal interview, customer service orientation and references shall be used. Dependent upon the specific position, other methods, such as written tests, practical tests and/or assessment centers may be utilized and the results considered in determining the applicant's ability to perform the duties assigned to the respective position.

A current employee who applies for a vacancy within the organization shall be judged according to the same established criteria as an outside applicant. In addition, his/her work performance with the Village shall be considered.

Prior to selection, the Village may, at its discretion, contact a prospective employee's personal and work references. Selection consideration may or may not include previous and part-time and/or seasonal employees.

The final selection of a candidate for a position shall be made by the Village Administrator. In the case of sworn law enforcement positions, the selection process is administered by the Police Chief in accordance with the procedures set forth in the Police Department Operations Manual.

2.2.3 BACKGROUND AND JOB OFFER

Following an offer of employment with the Village of Gilberts for full-time and/or part-time status, the applicant may, prior to commencement of work, receive a medical examination, a criminal conviction check, (if applicable to the job) a credit check in accordance with the Fair Credit Reporting Act, a driver's license check and background check. Members of the Police Department workforce may be subject to a polygraph, medical and/or psychological examination, as established by the Department Operations Manual.

All applicants being considered for hire shall submit a signed release of information form that will be provided by the Village. All completed reports on background checks will be kept in the employee's personnel file. All employees are subject to a periodic review of their background.

The applicant shall also be required to complete a drug screen test to establish compliance with the policies set forth in Section 1.9 of this Manual. NIDA drug screening is required for employees in positions requiring a CDL license. NON-NIDA drug screening is required for all other Village employees whose positions do not require having a CDL license.

2.2.4 PRE-EMPLOYMENT PHYSICALS

Pre-employment physicals shall be required for specific jobs within the Village, which require physical ability, endurance, and/or dexterity and are established in the position's job description as essential to the discharge of the position's duties. If a pre-employment physical will be required, the candidate will be so advised prior to or at the first interview. The applicant shall execute any authorizations for the release of medical information to the Village, including authorizations required pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Village shall incur all costs for the required drug screen and/or medical examination, if applicable.

2.2.5 PROBATIONARY PERIOD

The probationary period shall be regarded as an integral part of the appointment process for all full-time and part-time employees. It shall be used for closely observing an employee's work, for securing the most effective adjustment of a new employee to his/her position and for rejecting an employee whose performance does not meet the satisfactory standards established by the Village of Gilberts.

1. Once appointed, all full-time or part-time employees will serve a six-month probationary period.
2. In the event of lateral transfer or promotion, a probationary period of six (6) months is required unless specifically waived by the Village Administrator or as otherwise provided by State Statute.
3. The purpose of the probationary period is to test the qualifications of the employee to perform satisfactorily under actual working conditions, and to determine whether or not the employee should be considered for permanent placement in that position.

4. A performance evaluation will be conducted by the supervisor prior to completion of the probationary period. The performance evaluation will be forwarded to the Village Administrator, with one of the following recommendations:
 - a) That the probationary period be extended,
 - b) That the employee be dismissed,
 - c) That the employee be accepted as a full or part-time employee, or
 - d) In the case of a promotion or lateral transfer, that the employee be returned to his/her former position, if still available.
5. At any time during the probationary period, the Department Head may recommend to the Village Administrator the removal of any employee, if that employee is unable or unwilling to satisfactorily perform the duties of the said position, or his/her performance does not merit employment with the Village.
6. The Village Administrator shall be responsible for determining whether the probationary period has been successfully completed by the employee, or if other action needs to be taken. The Village Administrator shall notify the employee of his/her status in writing.
7. The successful completion of the probationary period should not be construed as creating a contract or as guaranteeing employment for any specific duration.

2.3 EMPLOYEE PROMOTION

An employee who is promoted to a new position within the Village shall be required to serve a six [6] month probationary period upon promotion. During the promotion probationary period, the employee shall be eligible for all benefits applicable to the new position. A formal evaluation shall be required no later than fourteen (14) calendar days prior to the conclusion of the probationary period. Upon successful completion of the promotion probationary period, the employee shall be classified as an employee in the new position. If the employee does not successfully complete the probationary period in the new position, efforts to reassign him/her to the previous or otherwise compatible position will be attempted.

2.4 PERFORMANCE EVALUATION

The performance evaluation program is intended to promote the following:

1. Provide employees with formal feedback about their job performance;
2. Commend employees for good or excellent performance;
3. Provide recommendations for improving performance;
4. Identify areas where employees might benefit from training;
5. Review previously set goals and objectives;
6. Provide merit [if applicable] adjustment to annual raise; and
7. Establish goals and objectives for the next evaluation period.

Employees need formal and informal performance feedback on an ongoing basis. While supervisors routinely coach employees in their performance, employees are encouraged to initiate communication with their supervisors if they have performance related concerns or questions.

The supervisor or Department Head shall meet with subordinate employees at the end of each review period to discuss openly and in detail the results of their performance evaluations. Employees are encouraged to add comments to the evaluation form prior to signing it.

The performance goals shall be prepared by each employee and his/her department head or immediate supervisor. Once completed, the immediate supervisor shall discuss the performance evaluation expectation with the individual employee. If the rating level in any of the performance standards and measured areas is determined to be unacceptable, the employee with his/her immediate supervisor shall develop an improvement plan. This improvement plan shall include a list of desirable objectives and a time table for expected improvement on the part of the employee.

Upon completion of the review process, both the supervisor and the employee shall sign the evaluation form to insure that it has been discussed. If an employee does not concur with the evaluation, the statement to this effect should be written in the area provided on the evaluation form. A copy of the completed evaluation form and any supporting documents shall then be submitted to the Village Administrator for review and further action, if necessary. The completed evaluation shall be placed in the employee's file.

2.5 EMPLOYMENT OF RELATIVES

The employment of relatives places a special obligation on those responsible for selecting and retaining employees. A person so retained should exceed the requirements for a particular position and should represent a superior choice among the candidates available. Relatives shall not be placed in a supervisory/subordinate relationship nor employed in the same department unless waived by the Village Administrator, the Village President or the Board of Trustees.

2.6 ORIENTATION

It shall be the responsibility of the Department Head to facilitate a new employee's adjustment to the Village and to his or her job, as well as to clarify the individuals' role in the organization as a whole. The Finance Director shall be responsible for conveying information about salaries and benefits.

3. GENERAL RULES AND REGULATIONS

3.1 CODE OF ETHICS

The proper operation of democratic government requires that public employment not be used for personal gain. In recognition of this goal there is hereby established this Code of Ethics for all employees. Sworn Police officers shall also comply with the Department Code of Ethics.

Village Employees shall adhere to the following tenets:

- a) Employees shall serve the public with courtesy, honesty and integrity, and shall treat their fellow employees in the same manner.
- b) All Village services shall be performed in an impartial manner, free of personal and political considerations.
- c) Loyalty to the Village and a spirit of courteous cooperation, whether between individuals or departments, is essential in order to effectively deliver Village services. Further, employees shall assume the responsibility to preserve and protect Village property.
- d) Personal information obtained through contact with citizens of the Village, or through any other source, should remain confidential.
- e) Employees shall comply with the State Gift Ban Act and the provisions of Section 1.14 of this Manual and not accept any gifts or gratuities from any firm seeking to do business with the Village or doing business with the Village other than as provided in Section 1.14.
- f) Employees are encouraged to participate in public and community affairs.

3.2 OUTSIDE EMPLOYMENT

While the Village does not wish to restrict the outside activities of its employees, it recognizes the fact that for most full time employees holding two jobs is difficult at best and does not permit them the rest and relaxation they need to perform their primary job. Accordingly, all full time employees shall notify their Department Head or the Village Administrator in writing of their outside

employment. The Department Head shall provide the Village Administrator with a copy of said notification.

Full time employees must recognize that their primary employment duty and responsibility is to the Village of Gilberts. Outside employment must not interfere with their effectiveness as a Village employee.

Further:

- a) Outside employment shall not interfere with an employee's response to emergency calls.
- b) Outside employment shall not place an employee in a position of conflict of interest with his or her Village employment, or in a position that may be reasonably perceived by the public as a conflict of interest.
- c) Under no circumstances shall Village property be utilized by an employee for outside employment.
- d) Should the Village subsequently determine that an employee's outside employment violates item (2) hereof, appropriate action may be taken at the Department Head's discretion.
- e) Police Department employees must further comply with departmental regulations regarding secondary employment.

3.3 HOURS OF WORK

1. The Village Hall Offices shall generally be open from 8:30 a.m. to 4:30 p.m. on Monday, Wednesday, Thursday and Friday, and from 8:30 a.m. to 7:30 p.m. on Tuesday. The Village Administrator or a Department Head, with the approval of the Village Administrator, may adjust or change normal work hours as the operational requirements of the departments may require.
2. Flexible hours are available in some departments. The Department Head, with the approval of the Village Administrator, may approve flexible work hours if the requirements of the department will be met and the employee continues to work the regularly scheduled number of hours per week.

3. An employee shall report promptly at the designated starting time and is expected to devote all their efforts during working hours to assigned duties.
4. Pursuant to this section, Department Heads are authorized to establish the schedule for lunch and break periods during each workday in accordance with the Illinois Compiled Statutes, Act 140. Full-time employees shall receive a thirty (30) minute paid lunch period per work day. Part-time employees who work five (5) hours or less in a day shall receive a total of fifteen (15) minutes of paid break per workday.
5. An employee who does not exercise the right to a lunch break waives this right and cannot claim it at a later date.

3.4 PAY PERIODS AND PAYROLL DEDUCTIONS

1. The Village has established bi-weekly pay periods, with payroll available every other Wednesday for a total of 26 pay periods per year. In the event of a payday occurring on a Holiday, paychecks shall be issued on the day preceding the Holiday.
2. Automatic salary deductions shall be made for Federal and State income tax purposes, for an employee's pension contributions and for social security and Medicare where applicable.
3. Pension deductions made upon express written consent of the employee at the time of deduction shall be based on base pay only.
4. Optional deductions for any of the following may also be arranged upon express written consent of the employee made at the time of deduction:
 - a) Contributions to programs or organizations as approved by the Village
 - b) Participation in the ICMA deferred compensation plan.
 - c) Uniform allowance as required by various departments.
 - d) Authorized deductions for the Section 125 Flexible Spending Plan.

- e) Other monies may be deducted by the Village for services or supplies received upon express written consent of the employer made at the time of the deduction or overpayments made to an employee.

3.5 OVERTIME COMPENSATION

1. It shall be the policy of the Village to keep overtime to a minimum whenever possible without jeopardizing the efficient operation of any department. Any use of overtime shall be authorized by the Department Head through the immediate supervisor, with final approval of the Village Administrator or his designee. Department Heads shall be responsible for maintaining and submitting, as necessary for pay purposes, appropriate records of overtime worked and compensatory leave taken.
2. Overtime hours shall be defined as those hours worked by non-exempt employees beyond forty (40) hours per week, as provided by the Fair Labor Standards Act [29 CFR 778.107]. For purposes of determining hours worked per week for overtime purposes a Village recognized Holiday will count as 8 hours of time worked.
3. In the case of executive, administrative and professional personnel, classified as exempt, as defined by the Fair Labor Standards Act, it is implicit in the nature of their position that time beyond the normal work schedule may often necessarily be spent on the job. While some recognition of these additional hours may be made from time to time, this would be at the discretion of the Village Administrator.
4. In the event an employee eligible to receive overtime compensation is required to work overtime on a recognized holiday, compensation shall be paid at a rate one and one-half (1-1/2) times the normal straight time pay.
5. It shall be the right and responsibility of the Village to schedule overtime for its employees. Repeated failure to report for overtime when directed by an immediate supervisor acting within established policy shall be grounds for disciplinary action unless it is clearly proven that the employee's absence was beyond the employee's control.

3.6 COMPENSATORY TIME

In lieu of overtime pay, a non-exempt employee may earn compensatory time after he/she has worked over eighty (80) hours in a single pay period. Compensatory time shall be earned at a rate of one and one-half (1½) hours for each hour worked after eighty work hours in a pay period. Compensatory time must be used in the pay period in which it is earned. No employee shall be permitted to receive compensatory time except with the written permission of the employee's Department Head or the Village Administrator. Requests for compensatory time must be made at least one (1) day in advance and approved by the Employee's supervisor. Under no circumstances will compensatory time be carried over into another pay period; the non-exempt employee will be compensated at the appropriate overtime rate for overtime not used as compensatory time within the same pay period.

In the case of executive, administrative and professional personnel, classified as exempt by the Fair Labor Standards Act, it is implicit in the nature of their position that time beyond the normal work schedule may often necessarily be spent on the job. While some recognition of these additional hours may be made from time to time, this would be at the discretion of the Village Administrator. No employee shall be permitted to receive compensatory time except with the written permission of the employee's Department Head or the Village Administrator. Requests for compensatory time must be made at least one (1) day in advance and approved by the Employee's supervisor. Under no circumstances will compensatory time awarded to an exempt employee be carried over into another pay period.

3.7 WORK HABITS

Transacting personal business during working hours is prohibited. Any employee who is found intoxicated while on the job or under the influence of drugs or in possession of liquor or drugs on Village property, or while on duty, shall be subject to disciplinary action and/or immediate dismissal, with such action to be taken at the discretion of the Village Administrator upon a recommendation from the President and Board of Trustees or the Department Head.

3.8 ATTIRE AND GROOMING

Employees are expected to be well groomed and dressed in a manner, suitable to their responsibilities and position as a representative of the Village of Gilberts. An employee's appearance must be business-like, and appropriate to the job the employee performs. Employees attending external events including training, conferences, and seminars are expected to wear "business casual" or "business" attire as appropriate, unless special circumstances warrant a lesser standard (e.g. organized in-conference field trip). When uniforms are furnished, they must be kept clean and neat, and must be worn while performing duties for the Village. When safety equipment is issued to employees, it is mandatory that it be worn when performing tasks for which such equipment is provided. It is the responsibility of the Department Head to enforce this policy.

3.9 IDENTIFICATION CARDS

All Village employees and contractors shall be issued a picture identification card indicating their name and job title. Employees are to wear their picture identification cards when acting in public as a representative of the Village, when circumstances, uniforms, badges, etc. do not make it obvious that the individual is a Village employee. Employees are otherwise required to carry or have their identification cards immediately available to show upon request.

Employees who terminate their employment with the Village must return their identification card, keys and any and all equipment and supplies to their Department Head. Department Heads shall be responsible for collecting and returning to the Police Chief their identification cards of employees upon separation.

3.10 KEY ISSUANCE TO CRITICAL FACILITIES

The Village has a system to control the distribution of keys to critical facilities within the Village. To that end in order to maintain security and protect those critical facilities, only employees with jobs that require them to enter critical facilities (i.e. Water treatment, sewer treatment, water towers, lift stations and wells) will be issued keys. The Police Chief shall be responsible for creating and maintaining a list of authorized employees that have been issued keys to critical facilities. Authorized personnel will be defined as employees essential to the operations at the critical facilities. The Police Department will maintain a set of keys to critical facilities at the Police Department for emergencies. The Police

Department will be charged with maintaining the key holder list as well as securing extra keys and have new keys made upon approval of the Village Administrator.

In addition the Police Department under the direction of the Homeland Security Committee may conduct random checks of employees to insure that they are in possession of their issued keys. All keys to critical facilities will be numbered and assigned to employees. Keys will only be issued upon written authorization of the Village Administrator. Keys will be issued to authorized personnel with the knowledge that they are responsible for the keys and are to return the keys upon separation of employment. All issued facility keys that are not returned or are lost, will result in a re-keying fee not to exceed \$500.00 assessed to the employee. All authorized personnel will complete the Homeland Security Key Holder Information Form and signed in the presence of a notary for the key(s) issued.

3.11 TELEPHONE USAGE

In answering or placing calls, employees shall observe the rules of telephone courtesy. Employees of the Village should be aware that they are representatives of the Village government, and that their conduct in handling telephone calls, particularly citizen inquiries or problems, is a reflection on the Village.

Employees are permitted to use Village telephones on a limited basis for personal reasons. This is a privilege and a right and may be withdrawn by the Department Head if abused through excessive use or if telephoning causes interference with work duties.

Personal toll and extra-unit calls may be made only with the prior approval of the Department Head or Village Administrator and at the employee's expense.

3.12 SOLICITATION AMONG EMPLOYEES

While the Village encourages all of its citizens (including its employees) to participate in civic, charitable and community organizations in order to provide the highest public service to Village residents, solicitation by employees or elected officials (for example, seeking payment, contributions, signatures, funds, memberships and other similar solicitations) is not permitted during working time or during nonworking time in areas where it will disturb other employees who are working.

Distribution or circulation's of non-work-related printed material by employees is not permitted during working time or during non-working time in working areas or in areas where it will disturb other employees who are working.

Working time refers to that portion of any work calendar day during which an employee is supposed to be performing any actual job duties; it does not include breaks, lunch or other duty-free periods of time.

Except where labor contracts provide otherwise, solicitation and distribution by non-employee on the Village's property is strictly prohibited at any time.

3.13 INCLEMENT WEATHER

The Village is a municipal government and its activities continue despite the inclemency of the weather. Moreover, because of the nature of the Village's services and the complexity of its operations, there are certain essential services that must be provided despite inclement weather. It is anticipated that employees will make every effort to be at work, especially those responsible for the provision of essential services.

The Village encourages each employee to consider his/her own safety in determining whether traveling in inclement weather conditions poses an unnecessary risk. If an employee deems travel to be unsafe and/or imprudent, the employee shall be responsible for contacting his/her supervisor to notify him/her of the absence from work. The employee may take unpaid leave for that day, or may use sick leave, vacation or a floating holiday for compensation for the day for which the employee was absent due to inclement weather, unless otherwise authorized by the Village Administrator.

The Village Administrator or Department Head may allow employees to leave work early because of severe weather conditions, providing in such event, a Department Head may require that time lost from work be made up.

3.14 PERSONNEL FILES/REFERENCE REQUESTS

Other than Police Department Personnel files, personnel files are maintained in the Village Administration building and shall consist of, but not limited to: employment application, reference checks, medical records, dates, and records of injuries, commendations, reprimands, performance evaluations, wage data, promotions, education and special training received at Village expense, and

other related personnel documents. Such records shall be subject to review pursuant to the Personnel Record Review Act (PRRA) [820 ILCS 40/0.0/et.seq.] Personnel files of Police Personnel are maintained by the Chief of Police in the Police Department building.

Employees are permitted to inspect and copy any material which is contained within their personnel file upon written request to their Department Head. The Department Head or their designate shall be present with the employee while the employee inspects his or her personnel file. The Village has five working calendar days to comply with properly processed written request from an employee.

If an employee disagrees with certain items within their file, he or she may submit a concise statement of disagreements for inclusion within the personnel file. No documents or other information shall be removed from an employee's personnel file without authorization from the Village Administrator, the Village President, or the Board of Trustees.

Only non-confidential information may be released upon request for business or reference purposes. This information will be strictly limited to employment status, date(s) of employment and job title. No other information will be provided except by written request from the employee. Salary information shall be considered public information and will be made available to the public and news media upon written request. An employee's salary information, address and telephone number shall be furnished to credit agencies in writing only in response to a written request which must be accompanied by a release authorization signed by the employee in question.

In the event the Village receives a court subpoena for an employee's personnel records, except for police personnel records, the subpoena shall be immediately reviewed by the Village Attorney. Upon being advised by the Village Attorney, the Village President and Board of Trustees will authorize the release of the appropriate information.

Copies of all reference requests for information and the Village's response shall be forwarded to the Village Administrator and to the Village Board of Trustees. The Village will release reference data on current and previous employees only in accordance with provisions of the above paragraph. All release information is subject to the provisions of PRRA.

A change of personal status may have an important effect upon employee benefits. Employees must notify their Department Head immediately of any change in:

1. Home address or telephone number.
2. Martial status - name of spouse, date of birth (date of marriage/divorce if after date of hire).
3. Number, names and date(s) of birth of dependents.
4. Name, address and telephone number of the person to be notified in case of emergency.

Each employee's driver's license status will be verified annually and any suspensions must be vacated in writing prior to the employee being allowed to drive any Village vehicle. Employees are required to immediately notify their Department Head of the loss of their license in the event that particular employee is an operator of any Village vehicle. Failure to notify their Department Head of any change in driver's license status may be cause for disciplinary action.

3.15 WORKSHOPS AND SEMINARS

Requests to attend workshops and seminars should, when possible, be submitted in writing to the Department Head for approval at least seven (7) calendar days prior to the event. If an advance payment is required, the submission must coincide with the processing of the bimonthly routine billing list.

Required training or required educational programs pursuant to a specific job description must be attended by the employees and shall be funded by the Village.

3.16 TRAVEL POLICY

All employees who travel on approved or required Village business must submit to their Department Head an accurate written account of expenses in order to be reimbursed. Each expense report for travel expenses must be itemized, accompanied by a receipt, if possible, and signed by the person incurring the expense.

A cash advance for approved travel may be obtained by submitting a written request to the Department Head and approved by the Village Administrator.

Employees shall not be reimbursed for travel expenses for their spouses. Reimbursement for hotel costs shall be at the single occupancy rate.

Within fourteen (14) calendar days after returning, a travel expense voucher is to be completed with all necessary supporting receipts attached. Any amount claimed, less the cash advance, must be approved by the Department Head.

An employee who uses a personal vehicle to attend a conference will be entitled to a per mile reimbursement established by IRS regulations. Employees who use a Village vehicle for travel will be reimbursed for gasoline purchases unless a Village or Department gasoline charge card is used to purchase the gasoline. Travel on a commercial carrier shall be at coach or economy class. Employees shall not be reimbursed for personal expenses such as laundering, dry cleaning, premium television charges, etc.

Expenses for entertainment, personal telephone calls, and alcoholic beverages are not reimbursable. Expenses associated with a rental vehicle may be reimbursed in the event that such a vehicle is the only viable transportation option at the location of the training/conference, as approved by the Department head.

Employees submitting travel expense reports are personally responsible for their accuracy. Any deliberate misrepresentation may be cause for disciplinary action and / or dismissal.

Per FLSA regulation [29 CFR 785.39], travel time that keeps an employee away from home overnight is travel away from home. Travel away from home is work time when it cuts across the employee's workday as the employee is assumed to be substituting travel for other duties. Unless otherwise approved by the Village Administrator, time spent in travel away from home outside of regular working hours will not be considered work time.

3.17 MEAL REIMBURSEMENT

Reimbursement for meal expenses will be authorized only in instances where an employee is required or designated by the Village to attend meeting, training session, seminar, etc., to be considered for reimbursement, the seminar/meeting from start to finish must include a meal period.

Meal expenses shall be reimbursed per calendar day when travel exceeds a one calendar day period. Reimbursement shall be made at the rate(s) adopted by the

Village and updated from time to time. It is recognized, however, that lodging and meals at certain conferences may exceed this level. Such expenses, when justified, shall require approval by the Village Administrator.

All submittals for meal reimbursement must be accompanied by a receipt. An individual shall be reimbursed for the amount shown on the receipt. Reimbursement for individual meals, including tax and gratuity, shall be made at the rate(s) adopted by the Village and updated from time to time.

In special circumstances where employees attend a meeting that includes a banquet or other dining arrangement, reimbursement may be made on a full cost basis if approved by the Village Administrator.

3.18 COMMUNICATION / BULLETIN BOARDS

All letters and interoffice memorandums should be answered promptly according to acceptable office procedures for letter writing, with appropriate copies for the file and interested parties.

All correspondence of an official nature should be typed on official stationery of the Village with appropriate copies for the file and interested parties.

Materials for posting on bulletin boards must be approved by the Department Head. Nothing of an inflammatory, defamatory, or politically partisan nature may be posted.

Employees are responsible for reading the notices posted on department bulletin boards or sent by electronic mail in order to keep up to date on future activities, changes in work schedules, policy announcements, safety rules and other items of general interest.

3.19 USE OF VILLAGE EQUIPMENT AND VEHICLES

Vehicles, equipment, supplies and tools are provided by the Village to enable employees to perform the tasks required of them. Unauthorized private use of Village owned property is prohibited. Violations of this policy will result in disciplinary action and/or dismissal.

Employees operating Village vehicles have a special duty to always drive defensively, courteously, and obey all traffic regulations, including speed limits.

Employees shall be responsible for the care and conservation of Village property, and all accidents, breakdowns or malfunctioning of any vehicle, equipment or item shall be reported promptly so the necessary repairs may be made.

It is acknowledged that the primary use of all vehicles purchased by the Village is for the purpose of conducting Village business. From time to time vehicles may be assigned to individuals for commuting to and from work. Employees shall not use personally assigned vehicles for vacation use or other unauthorized personal use. In no event shall another driver, not an employee of the Village, operate the vehicle.

In using the Village's vehicular equipment, employees must be aware that they are representatives of the Village government and that their conduct reflects on the entire Village. Such employees abide by traffic rules, regulations and speed limits.

3.20 TRAFFIC ACCIDENTS & VIOLATIONS:

All employees of the Village must report to their supervisor any moving traffic violations or accidents in which they are involved while on duty, or while using Village vehicles.

Any accident involving a Village vehicle shall be reported to the Police Department for investigation as soon as possible but no latter than twenty-four (24) hours after the incident.

The employee and his or her Department Head are required to submit accident reports forms designated for this purpose to the Village Administrator within three (3) working days of the accident. Police accident reports shall be submitted as soon as they are available. Failure to adhere to this policy may be cause for disciplinary action and / or dismissal.

In addition, the employee shall submit to testing for compliance with the Village's Drug and Alcohol Policy, within three (3) working days of the accident. Failure to adhere to this policy may be cause for disciplinary action and / or dismissal.

3.21 SAFETY STANDARDS

One of the Village's primary concerns is the health and safety of employees and the visiting public. Department Heads are responsible for establishing procedures designed to eliminate hazards which may cause injury, hazards to health, or damage to property as provided in Gilberts Safety Manual.

An integral part of each employee's job shall be safety awareness. Employees are expected to perform their jobs in a safe manner. The safety of fellow employees must be equal in concern. Any unsafe condition observed by employees shall be reported to supervisors as soon as practicable.

3.22 SEARCH POLICY

The Village reserves the right to search lockers, desks, filing cabinets, computer files/e-mails and personal belongings located on Village property at any time.

If personal belongings are to be searched, the Village will make every effort to have the employee present. Such searches will be conducted only if there is reasonable suspicion of employee related problems, such as missing money, tools, equipment, etc., or substance abuse.

Searches of offices, desks, filing cabinets, or computer files may be made to retrieve a file, Village property, or for any of the above stated reasons.

4. CLASSIFICATION AND SALARY

4.1 CLASSIFICATION OF POSITIONS

1. All employment positions in the Village are classified and grouped in classes. Within each class, positions have equivalent levels of complexity, difficulty of duties, responsibility, and qualifications required including education, technical training, and experience.
2. An employee's employment status shall be determined by using the following criteria, which shall be used to determine eligibility for benefits and other considerations:
 - (a) **Full-Time** - Employment for a full work week in accordance with the schedule adopted by the Department Head.
 - (b) **Part-Time** - Employment not to exceeding forty (40) hours per week, on a regular basis.
 - (c) **Seasonal** - Employment in a position, which is available at regular intervals but does not last over six months period of time. Seasonal employees may either be part-time or full-time during their employment.
3. Each position shall also be classified as either "**EXEMPT**" or "**NONEXEMPT**," as defined by the Section 13(a)(1) of the Fair Labor Standards Act and within the guidance periodically set forth by the U.S. Department of Labor. This classification will be used to determine an employee's eligibility for overtime compensation.

4.2 SALARY & WAGES SCHEDULE

1. The Village determines the salaries/wages of its full-time employees by means of a schedule that establishes ranges for each position. The ranges are based upon the classification of each position, in conjunction with the market-rate for comparable public sector positions in the area and with current Village fiscal conditions. The salary/wage for each employee is established by the Village Administrator with the approval of the Village President and Board of Trustees.

2. Rates of pay for employees other than full-time employees shall be established by the Village Administrator. Consideration shall be given so that the hourly rate will be generally consistent with that being paid in the community for comparable activities and skills, and upon the Village's current and projected fiscal condition.

4.3 APPOINTMENT RATE

Full-time employees shall begin at the minimum rate of pay within the salary ranges established by the salary and wage schedule, except in cases where the Village Administrator can justify a higher starting salary because of an unusual history of quality experience or exceptional training.

4.4 SALARY INCREASES

1. The Village shall provide all salary increases based upon performance. Said increases shall only be awarded after the completion of an employee performance evaluation. Raises shall be granted to eligible employees in accordance with the adopted salary and wage schedule. An employee's salary increase shall not exceed the established salary range for his/her position.
2. Any newly hired or promoted employee who, on May 1, has not completed the six (6) month probationary period in the new position, will not be eligible for a performance increase until the completion of the six (6) months. The employee may be granted a performance increase effective with the beginning of the pay period following the conclusion of the probationary period.

4.5 POSITION RECLASSIFICATION

1. Whenever, in the opinion of a Department Head, the duties and responsibilities of a particular position change so drastically that the current position title and/or range no longer apply, the Department Head may recommend a position reclassification to the Village Administrator. The Village Administrator shall determine whether or not to forward the request with his approval to the Village President and Board of Trustees for inclusion in the annual salary ordinance.

2. All such requests shall occur during the annual budget preparation, unless circumstances otherwise require.

4.6 PART-TIME VILLAGE EMPLOYMENT

An employee who is hired to work regularly less than forty (40) hours per week will be placed on the payroll as a part time employee. Part-time personnel are entitled to Social Security benefits and coverage under the State of Illinois Worker's Compensation Statutes, and are subject to Social Security, Medicare, and Federal Income Tax withholding.

5. EMPLOYEE BENEFITS

5.1 ELIGIBILITY

An employee's eligibility to receive benefits as described in this chapter is determined by the following categories of employment status:

1. A full-time employee is entitled to all benefits described in this chapter, unless specifically stated otherwise or pre-empted by a contract with a recognized bargaining unit.
2. A part-time employee is entitled to Workers' Compensation Insurance, Unemployment Insurance, pension plan, funeral leave, holidays and overtime in the event the employee's work exceeds that of the regularly scheduled work week for a full-time employee. This individual may also contribute to the Section 457 Plan.

5.2 HEALTH INSURANCE

1. The Village currently offers Blue Cross/Blue Shield PPO health insurance, HMO Illinois and HMO Blue Advantage to its full-time employees. Information concerning these plans and employee costs shall be made available through the Village's designated Insurance Representative. Health coverage for eligible employees and their covered dependents shall become effective immediately upon beginning employment with the Village.
2. The Village currently pays for a significant share of an employee's insurance premiums. The employee's share for health insurance premiums are as follows:

Blue Cross/Blue Shield PPO Employee contribution = 23.5% of premium
Blue Cross/Blue Shield HMO Employee contribution = 19% of premium
3. Due to fluctuations in health insurance premiums, the Village reserves the right to change insurance carriers, benefits and/or premium contribution rates. The Village will notify employees of a pending change in health insurance benefits and/or premiums with reasonable notice.

4. In accordance with the Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.), continuation of group health plan coverage is available for eighteen (18), twenty-nine (29) or thirty-six (36) months, depending on the reason for termination of employee or dependent status. Cost of this continuation coverage shall be borne solely by the participant.
5. Village employees who retire and are entitled to IMRF retirement pension, are allowed to continue health insurance coverage as part of the Group Plan, should they choose to do so, even after they are entitled to Medicare. Cost of this continuation coverage shall be borne solely by the participant.

5.3 DENTAL INSURANCE

All permanent full-time employees are eligible for enrollment in the employee payroll deduction dental plan immediately following their approved starting date. The employee shall be responsible for paying for 100% of the dental insurance premium.

5.4 LIFE INSURANCE

The Village currently provides, at no cost to the employee, term life insurance coverage for the amount of \$25,000.00 for all permanent full-time employees.

5.5 UNEMPLOYMENT INSURANCE

All employees of the Village except elected officials are eligible for unemployment insurance benefits as provided by the Illinois Unemployment Insurance Act. For specific details, contact the Finance Director.

5.6 HOLIDAYS

1. Holiday recognition and designation shall be set by the Village alone. The following days are holidays with pay for all full-time employees of the Village:

New Year's Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

2. Employees required to work on a recognized Village holiday shall do so. Employees working on the holiday shall receive their base rate of pay plus the base rate of pay for the holiday.

3. There shall be no duplicating or pyramiding in the computation of overtime or other premium wages including Holiday pay. Employees are not entitled to the payment of overtime or other premium pay more than once for the same hours worked.

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5.7 VACATION

All full-time employees shall be eligible for paid vacation time. Vacation leave shall accrue each period at the employee's award rate as noted below and awarded on May 1 of the following year. Employees may carry over a maximum of 80 hours into the next fiscal year, otherwise the employee forfeits unused vacation time in excess of the 80 hours. No vacation can be taken until after it is earned. Before using vacation time, the employee will request the Department Head's approval with at least three (3) business days notice. Vacation will be earned at the following rates:

For up to one (1) year of service (prorated for partial year service)	40 hours
Following completion of 2nd, 3rd, & 4th years of service	80 hours
Following completion of 5th through 11th years of service	120 hours
After each anniversary following and including the 12th year	160 hours

5.8 PERSONAL LEAVE

On May 1 of each year, all full-time employees shall be awarded 64 hours (i.e. equivalent to eight (8) working days) to be available for sick or personal days or as a "floating" holiday. To use personal leave, the employee will either:

- a) request the Department Head's approval with at least three (3) business days prior notice, or
- b) will call the Department Head within the first two (2) hours of the employee's regular work hours to notify that the employee will be using a personal day for sick leave. In such an instance where more than three (3) consecutive personal days are used for sick leave, the Department Head

may require a note from the employee's doctor stating that the employee is approved to return to work.

New employees must successfully complete the probationary period prior to being awarded and eligible to use personal leave. The use of Personal Leave shall be limited to increments of one (1) hour or more. Personal time not used may be carried over to the next Village fiscal year without loss, up to a maximum accrual of 480 hours. Personal leave not used shall not be paid out in cash at the end of an employee's tenure with the Village.

5.9 SICK LEAVE

Other than the Personal Leave noted above, the Village does not offer a designated paid sick leave benefit. The employee may be eligible for unpaid leave under the Family and Medical Leave Act (FMLA) or the Illinois Victim's Economic Security and Safety Act (VESSA). Nothing in this policy intended to prevent an employee from using vacation or personal leave during a FMLA- or VESSA-eligible leave.

5.10 FUNERAL LEAVE

Any employee shall be entitled to three (3) paid day's funeral leave upon the death of a member of the employee's immediate family. The Employee must notify the Department Head as soon as possible prior to taking any time off for funeral leave.

The immediate family is defined as a spouse, child (natural or adopted), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle or grandparent, or any relative residing in the Employee's residence for at least ninety (90) calendar days preceding death.

5.11 TUITION REIMBURSEMENT PROGRAM

The Village will make reimbursement for college tuition, required books or class materials for accredited courses directly related to the employee's position with the Village, (or necessary prerequisites for a program of study related to the employee's position with the Village), as set forth below:

Grade of A or 4.0 on a 4.0 scale - 90% reimbursement of costs identified above

Grade of B or 3.0 on a 4.0 scale - 80% reimbursement of costs identified above
Grade of C or 2.0 on a 4.0 scale - 75% reimbursement of costs identified above
Grade lower than C – no reimbursement of any costs

Employees who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Department Head that the course is eligible for reimbursement, and provide any information or documentation necessary to verify that the course is eligible for reimbursement. The cost of mileage to and from the school is the responsibility of the student. Hours spent in attending, traveling, preparing, attending and/or completing study material or any other time spent by the student is considered non working hours and as such not payable by the Village.

Tuition reimbursement pursuant to this section shall not exceed \$1,500.00 per year or \$5,000.00 lifetime per employee. If the Village makes any educational reimbursement, the employee receiving such benefit must commit in writing to continue to work for the Village for twelve (12) calendar months beyond the end date of his/her class. If he/she resigns or retires, all monies paid for tuition and expenses within the previous twelve (12) calendar months must be refunded to the Village within thirty (90) calendar days of the Employee's departure. If the employee departs employment within six (6) months of completion of his/her classes, the employee shall be responsible for repayment all expenses paid for by the Village at a rate of 100% of the expenses. In this case all monies paid for tuition and expenses must be refunded to the Village within thirty (30) calendar days of the Employee's departure.

The availability of this benefit will be subject to the constraints of the Village's annual budget and the budget for the employee's department. If an employee is considering enrolling in a class that may be eligible for reimbursement, he/she is encouraged to discuss it with his/her Department Head so that the costs may be considered as part of the annual budgetary process.

5.12 ILLINOIS MUNICIPAL RETIREMENT FUND

All Village employees (except commissioned police and firefighters) are members of the Illinois Municipal Retirement Fund. The employee shall contribute 4.5% (before taxes) of his/her salary and the Village shall contribute at the rate set annually by I.M.R.F. Pursuant to State Statute employees shall be vested in this pension plan after eight (8) years. Detailed information about IMRF is available from the Finance Director.

5.13 DEFERRED COMPENSATION (SECTION 457)

All Village employees are eligible to enroll in the International City Management Association (ICMA) deferred compensation program regardless of position or salary. The only restriction is that the contribution must comply with federal tax laws regarding maximum contribution amounts.

An employee who wishes to participate must complete an enrollment form; participation will begin in the next payroll period.

This plan is designed to be a retirement planning tool, not a savings account. Withdrawals are not encouraged except at retirement or resignation.

Each quarter, ICMA will forward directly to an employee's home a statement of his/her account. This should be reviewed carefully for errors. Any errors should be brought to the attention of the Finance Director immediately. Employees will also receive a complete annual financial report on the condition of the Retirement Corporation and the earnings for the past year.

5.14 FLEXIBLE SPENDING PLAN (SECTION 125)

Full-time employees are eligible to participate in a Section 125, Flexible Spending Plan. This plan deducts pre-set dollar amounts prior to taxes to pay for health, dental or vision insurance premiums; or, unreimbursed medical or dental expenses; or, child or elder care expenses. Details of the Plan are available from the Finance Director.

The Flexible Spending Plan will allow over-the-counter reimbursement. Reimbursable expenses include, but are not necessarily limited to, those expenses incurred by the participant, participant's spouse, or dependent for the purchase of medicines or drugs without a prescription, where such medicines or drugs are for medical care as defined under section 213(d) of the IRS Code. The Plan Administrator has sole discretion to determine whether such expenses qualify under the foregoing standard.

6. LEAVES OF ABSENCE AND INJURY POLICIES

6.1 JURY DUTY

Full-time employees shall receive full pay for time not worked while serving on jury or witness duty. Part-time employees shall receive full pay for time served on jury or witness duty if said duty occurs during regularly-scheduled work hours.

Compensation received for jury or witness duty shall be paid to the Village, less travel expenses.

6.2 MILITARY LEAVE POLICY

It is the policy of the Village of Gilberts to encourage and support the Military Reserves in their task of maintaining trained personnel.

During each Village Fiscal Year, any full time employee who is a member of the National Guard or Reserve components of the Armed Services will be given a leave to fulfill their normal Annual Training commitment. The Village will pay an eligible employee for a maximum ten (10) calendar days of the fifteen (15) calendar days required for Annual Training. Employee will be paid the difference between their reserve pay and their regular Village base pay for this period if the employee requests payment of the difference and provides the Village a receipt of payment from the military reserves prior to the Village issuing payment. During activation or call to active duty, Federal and State statutes will prevail. An employee may elect to use paid vacation or personal/sick days for non paid training calendar days, but cannot be compelled to use them for this purpose. During times of State, National or International emergency situations or conflict, when employees are activated, the Village Board may elect to provide additional remuneration.

6.3 UNEXCUSED ABSENCES

Regular and timely attendance is an essential function of each and every job at the Village, therefore unexcused absence from work will be grounds for disciplinary action. Absence from work on a day on which he or she was scheduled to work without notifying his or her direct supervisor, or failure to report to work when called in after-hours duty (e.g. snow plowing, police

staffing during an emergency, etc.), may be subject to disciplinary action, as determined by the Village Administrator.

An employee who is absent from work for three consecutive calendar days on which he or she was scheduled to work without notifying his or her direct supervisor will be considered as having terminated his or her employment, unless there were unusual circumstances, as determined by the Village Administrator, that prevented notification.

6.4 TARDINESS

Employees are expected to report to work and be prepared to begin work at the start of their work shift. An employee may be considered excessively tardy in the event tardiness exceeds two (2) instances in a thirty (30) calendar day period. Excessive tardiness is may be grounds for disciplinary action.

6.5 ON-THE-JOB INJURIES

6.5.1 PROCEDURES

An injury sustained by an employee while on the job should be reported immediately, but no later than 48 hours after the occurrence to the employee's Department Head and Village Administrator or their designee, and medical attention secured as required.

If the injury arose out of the employee's employment, he/she should inform the admitting office of the hospital or clinic that it is a Workers' Compensation case.

6.5.2 REPORTS

A Workers' Compensation Report (Illinois Industrial Commission Form 45) and a Supervisor's Accident Investigation Report must be completed and sent together to the Department Head and Village Administrator or their designee within 48 hours of the accident or injury, in order to avoid delays in payment of bills for benefits to an employee.

All questions regarding a Workers' Compensation claim should be directed to the Village Administrator or designee who acts as a liaison between the Village and the insurance service, seeing that all bills are paid and that employees receive the benefits to which they are entitled.

In the instance of a Workers' Compensation case, it will be the injured employee's responsibility to keep their Department Head advised of their recuperation progress by submitting periodic reports from the employee's doctor. Said reports shall be immediately forwarded to the Department Head.

The day following an absence due to an on the job injury, it is the responsibility of the employee's Department Head to advise the Village Administrator who will in turn advise the President and the Board of Trustees that the employee is to be placed on a "Workers' Compensation Status". Similarly, it will be the Department Head's responsibility to advise the Finance Director and the Village Administrator of the employee's return to work date.

The Village Clerk will assume the responsibility of advising the insurance service of the employee's absence and return to work from the information derived from the Form 45.

6.6 WORKERS' COMPENSATION INSURANCE

1. Any employee injured during the course of employment with the Village, regardless of fault, shall be eligible for benefits in accordance with Illinois Worker's Compensation Act. Presently, the Act provides for:
 - a) The payment of all medical expenses related to the injury.
 - b) Payment of 66 2/3% of wages, after three calendar days following the date of injury for injuries arising out of and in the course of one's employment that leaves an employee temporarily disabled.
2. An employee temporarily injured and unable to return to work shall be eligible to use earned leave for the first three (3) calendar days following the injury until coverage under the Act begins. If the disability lasts for fourteen (14) calendar days or more from the date of injury, the initial three (3) calendar days of earned leave will be credited to the employee.
3. Once benefits under the Act begin, the employee shall be placed on injury leave. All compensation shall be paid through the Village's Workers' Compensation claims administrator. Compensation shall not be subject to any Village deductions, and will be distributed through the Finance Director.

4. An employee on an injury-related leave of absence shall not accrue paid vacation or personal leave credits. Full earnings of benefits will continue once the employee returns to work.
5. An employee on Workers' Compensation disability leave for an entire month (and not receiving a Village pay check) will be responsible for payment of the employee contribution for health insurance and any other elected insurance.
6. Any employee on Workers' Compensation disability leave shall return to work as soon as the doctor releases them in writing. It is expected that the disabled employee will inform the Village of their disability status after each doctor visit.
7. Workers' Compensation leave will run concurrent with Family and Medical Leave (FMLA).

6.7 INJURED OFF DUTY

In the case of an injury or accident while NOT on duty, employees may use accumulated sick leave, sick/personal days or vacation leave, or a combination of all three.

6.8 LIMITED DUTY

Employees who are injured either on duty or off duty and cannot assume the normal tasks of their position may be placed on limited or restricted duty, if available, until they have recovered from their disability. Employees will only be assigned to limited duty when such duty exists in a department and only as long as need dictates. If no limited duty is available in a department, an employee may be placed in either a Worker's Compensation disability status or sick leave status (whichever is applicable) until they are medically released to return to work.

6.9 ACCIDENTS/PERSONAL INJURY

All accidents and injuries occurring on Village owned property, property leased by the Village, or involving Village vehicles or Village equipment operated by a Village employee are to be reported within 48 hours to the Department Head and Village Administrator or their designee . Any accidents involving a Village vehicle shall also be reported to the Police Department.

Failure to adhere to this policy may cause for disciplinary action and / or dismissal.

6.10 FAMILY & MEDICAL LEAVE ACT (FMLA)

1. This policy incorporates rights and obligations guaranteed by the Family and Medical Leave Act (29 CFR 825.200 et. seq.). Employees who have worked for the Village for at least twelve (12) months and have worked 1,250 hours over the previous twelve (12) months are eligible for up to twelve (12) weeks of unpaid job protected leave in a twelve month period for child care for the birth of a child, the placement of a son or daughter for adoption or foster care, or the serious health condition of the employee or an immediate family member. The twelve month period is a rolling period measured backward from the date an employee uses any FMLA leave. Employees may take intermittent or reduced work schedule leave when medically necessary. Employees may take leave intermittently or on a reduced work schedule for childcare only with the consent of the Village.
 - a) A son or daughter is a child either under the age of eighteen (18) or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability.
 - b) A “serious health condition” is an injury, illness, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, whether it is a personal or work-related condition. If work related, this leave will run concurrent with workers’ compensation leave. The Village requires that a Certification of Health Care Provider form be completed for leave based on a serious health condition. The disability portion of a pregnancy is considered a serious health condition for purposes of the Family and Medical Leave Act.
 - c) An “immediate family member” is an employee’s son or daughter, spouse or parent.
2. Employees must provide the Village with (30) calendar days notice before taking the leave, or notify the Village as soon as possible. In addition, the employee should complete a Request for Leave of Absence-Medical/Disability form from the Finance Director This request will be

reviewed by the Finance Director and approved by the Village Administrator or his/her designee.

3. Employees are required to substitute earned paid leave, if available, for any leave provided under the FMLA until the paid leave is exhausted.
4. Leave taken under this provision will be unpaid, unless the employee has earned paid leave available. Group health insurance will be continued for all eligible employees during the leave under the same terms as if the employee were not on leave.
In the event an employee fails to return to Village employment after taking leave under this provision, the Village may recapture the cost of any health insurance programs paid by the Village for the employee's benefit during the leave, unless the employee fails to return because of the continuation of the serious health condition or other circumstances beyond the employee's control.
5. Upon termination of leave, the employee will ordinarily be restored to his or her former position with equivalent pay, benefits and other terms and conditions of employment. Employees must provide the Village with one week's notice, if possible, before returning to work. In addition, the employee should submit a written notice to the Department Head indicating the employee's return date.
6. Restored employees are not entitled to earnings of seniority or other employee benefits during any period of leave.
7. In the event the Village employs a married couple, the Family and Medical Leave provides an aggregate of twelve (12) weeks of leave, not twelve (12) weeks per person.
8. The Village will comply with eligible requests for leave related to the Illinois Victims' Economic Safety and Security Act. Illinois VESSA permits eligible employees to take unpaid leave from employment to address domestic violence, dating violence, sexual assault, or stalking (for medical attention, victim services counseling, safety planning, or legal assistance or other specified purposes). This 12 week leave is not in addition to the unpaid leave permitted by FMLA, but functions in a similar fashion. If an employee is eligible for both FMLA and VESSA leaves, the leave periods shall run concurrently.

6.11 UNPAID LEAVE

As the Village recognizes that an employee, from time to time, may need to take time off to deal with personal, medical, family and other issues, the Village provides the employee with both vacation and personal days to allow paid time off. Unpaid leave is not intended to provide “extra vacation days,” but it provides a mechanism to grant an employee additional time off for personal, medical, family or other issues after he or she has exhausted the paid leave available to him or her. Accepting a position with another employer while on any leave of absence will result in the forfeiture of the leave of absence and the termination of Village employment.

6.11.1 UNPAID LEAVE UNDER FMLA OR VESSA

Upon application to the Department Head and the approval of the Village Administrator, an employee may be granted a leave of absence without pay for sick leave, personal leave or maternity leave in conformance with the FMLA, VESSA, and other applicable state and federal regulations. The leave may extend up to the maximum leave allowed under FMLA, VESSA or other applicable state or federal law. Unpaid leave under FMLA or VESSA will have no effect upon seniority, longevity, vacation accrual, personal leave accrual, or participation in the Village’s health insurance program.

6.11.2 UNPAID LEAVE OTHER THAN FMLA OR VESSA

A leave of absence may be granted for personal reasons beyond the scope of FMLA or VESSA if, in the opinion of the Department Head and the approval of the Village Administrator, the staffing and operation of the department is not impaired if the leave is granted. The leave of absence may be cancelled by the Village Administrator if the leave impairs the Village’s functioning. During an unpaid leave that is beyond the scope of FMLA or VESSA, the employee will cease acquiring seniority and longevity as of the first day of leave, and will not accrue vacation or personal leave during the leave period. The time on unpaid leave is not creditable toward any right or privilege of which length of service is a factor. For unpaid leave exceeding thirty (30) days, the employee may not continue to participate in the Village health insurance plan unless other arrangements are approved by the Village Administrator in advance.

7. DISCIPLINARY ACTION

Regulations regarding the conduct of employees are intended to promote the orderly operation of the Village. Disciplinary action is at times necessary to insure that such regulations are observed. It is the Village's policy to select disciplinary action that is proportionate to the seriousness of the offense. In cases of serious offenses, the appropriate discipline may be immediate discharge and a progressive series of disciplinary measures need not be observed.

7.1 CAUSES FOR DISCIPLINARY ACTION

Each of the following circumstances is an example of a reason for disciplinary action. The examples given below are not intended as an exclusive or exhaustive inventory of actions necessitating disciplinary action, but rather as a guide for determining appropriate behavior.

1. Falsification or fraud in securing employment.
2. Intoxication, use or sale of unprescribed drugs, or use of prescribed drugs which may affect performance or endanger other employees without notifying the supervisor while on duty.
3. Negligent destruction or loss of property.
4. Theft or willful destruction of Village or individual personal property.
5. Any act which endangers an employee's safety, health or well being or that of another Village employee or which is of sufficient magnitude that the consequences cause or act to cause disruption of work or discredit to the Village.
6. Incompetence or inefficiency in the performance of the duties of a position. The term 'incompetence' shall mean a lack of ability, knowledge or fitness to perform duties which are reasonable within the scope of employment and the term 'inefficiency' shall mean the performance of the duties of the position at a level lower than ordinarily expected of other employees in similar positions.
7. Failure to perform the duties of the position because of neglect.
8. Insubordinate actions, including willful disobedience of a rule, order or directive.

9. False representation to a superior as to the quality and/or quantity of work performed.
10. During work hours, the solicitation of any donation, gift, or other thing of value for personal benefit; or, the attempt to sell any item, service, or product for personal benefit or performing any business matters not pertaining to the Village of Gilberts.
11. The attempt to use Village employment or the name of the Village for any personal benefit, or other group benefit.
12. Absence without leave, the use of sick leave or any other leave of absence in an unauthorized manner, a record of excessive absence or tardiness, or engaging in unauthorized outside employment when on disability leave or sick leave.
13. Failure to return from sick or disability leave when released by the doctor.
14. Use of Village property or the service of Village employees for unauthorized purposes.
15. Violation of any of the policies contained in this manual, Department Rules or Regulations, or the Loss Prevention Manual.
16. Engaging in 'horseplay' during working hours.
17. Gambling or promoting lotteries.
18. Loafing, lounging or sleeping, or visiting other departments without permission.
19. Discourteous treatment of the public.
20. Immoral, unethical or disgraceful actions or any other personal conduct likely to impact the efficiency of the Village service or bring the Village into disrepute.
21. Assault on a fellow employee or customer.
22. Conviction of a criminal offense which involves moral turpitude or relates to the performance of an employee's duties.
23. Any other activity which is not compatible with public service or the professional image maintained by the Village.
24. Any other acts of misfeasance, malfeasance or nonfeasance during employment.

7.2 FORMAL DISCIPLINARY MEASURES

1. The Village of Gilberts agrees in principle that all disciplinary actions should be reasonable in relation to the seriousness of the offense. However, nothing herein should be construed in any way to limit the Village's right to summarily discharge or suspend an employee for serious offenses. Any activity requiring disciplinary action may result in any of the following measures:
 - a) **Verbal Reprimand** - Ordinarily, the first course of disciplinary action is a verbal reprimand given by the Department Head. The employee should be made aware of the problem(s) and the manner in which the problem(s) can be resolved. This reprimand should, whenever possible, be given in private. The Department Head shall maintain a record of such action.
 - b) **Written Letter of Warning** - A recurrence of an incident for which a verbal reprimand was given or a more serious initial violation will necessitate the issuance of a written letter of warning. This letter, given by the supervisor or Department Head, shall include a description of the incident, an outline of the circumstances surrounding the incident, and a statement regarding the resolution of the incident. The employee shall be given an opportunity to sign the letter of warning indicating receipt. Failure to sign shall be noted. A copy of this warning shall be placed in the employee's personnel file.
 - c) **Suspension** - A suspension is the removal of an employee from Village service generally without pay. An employee may be suspended when the violation is a serious infraction, but not so serious as to merit dismissal. When a suspension is enacted by the Village Administrator, a notice of suspension shall be given to the employee. Said notice shall include documentation of the circumstances surrounding the incident, the length of the suspension, and a reference made to the procedures for appeal. The employee shall be given an opportunity to sign the suspension to indicate receipt. Failure to sign shall be noted. A copy of the suspension shall be placed in the employee's personnel file.
 - d) **Demotion** - A demotion is the reassignment of an employee to less responsible work when the employee's performance has not been satisfactory, but does not warrant dismissal. The Village Administrator, in consultation with the Department Head, may demote any employee. A

demotion may be accompanied by a salary reduction at the Village Administrator's discretion. When a demotion is made, a copy of the demotion shall be given to the employee involved. Said demotion notice shall include the circumstances surrounding the demotion, the effective date of the demotion, and a reference made to the procedures for appeal. The employee shall be given an opportunity to sign the demotion to indicate receipt. Failure to sign shall be noted. A copy of the demotion shall be placed in the employee's personnel file.

- e) **Dismissal** - A dismissal is the involuntary end of an employee's tenure, as decided by the Village Administrator. In instances where dismissal is an appropriate disciplinary action, the Administrator retains the discretion to allow the disciplined employee the opportunity to resign voluntarily before the employee is dismissed.

- 2. Discipline under this manual is administered, relative to exempt employees, in accordance with the Fair Labor Standards Act. (29D.F.R.s541.118)

7.3 ADMINISTRATIVE PROBATION

As a means of attempting to improve employee performance after the regular introductory period has been completed, a Department Head, with approval of the Village Administrator, may at his/her discretion place an employee on administrative probation of up to three (3) calendar months in lieu of other disciplinary action. It is the supervisor's role to attempt to provide appropriate counsel during this period. An employee performance report shall be completed at least once every month during this period which shall be reviewed with the employee and a copy placed in the employee's personnel file. Failure of an employee to improve performance during the period of administrative probation may result in disciplinary action being taken up to an including discharge.

8. RETIREMENT, RESIGNATION AND RE-EMPLOYMENT

8.1 RETIREMENT

1. An employee wishing to retire shall give a written notice at least ninety (90) calendar days prior to the effective retirement date.
2. Any unused earned vacation time may be converted into a cash payment or used as vacation prior to retirement.

8.2 RESIGNATION

1. Any employee wishing to leave Village service in good standing should file with the Department Head a written resignation stating the reason(s) for leaving and giving at least ten (10) working days notice. The Department Head may consent to the employee leaving sooner.
2. A copy of the letter of resignation must be forwarded to the Village Administrator within one (1) working day of receipt.
3. Any employee who terminated Village service in good standing and not under threat of dismissal shall be entitled to the cash payment of any unused earned vacation time, in accordance with the Illinois Wage Payment and Collection Act (820 ILCS 115/1-16).
4. The Finance Director will insure that all Village-owned property has been returned or appropriate remuneration collected.

8.3 EXIT INTERVIEW

1. Any time an employee terminates employment with the Village, whether by resignation, retirement or otherwise, the employee's Department Head must schedule an exit interview between the employee and the Village Administrator or his/her designee.
2. Exit interviews are entirely voluntary on the part of the employee and in no way affects monies or benefits due to the employee by virtue of separation.
3. The exit interview is designed to solicit information from the employee concerning matters directly associated with Village employment, such as: job

satisfaction, working conditions, supervision, training, compensation, work safety procedures, and general suggestions as to how to improve the overall delivery of service.

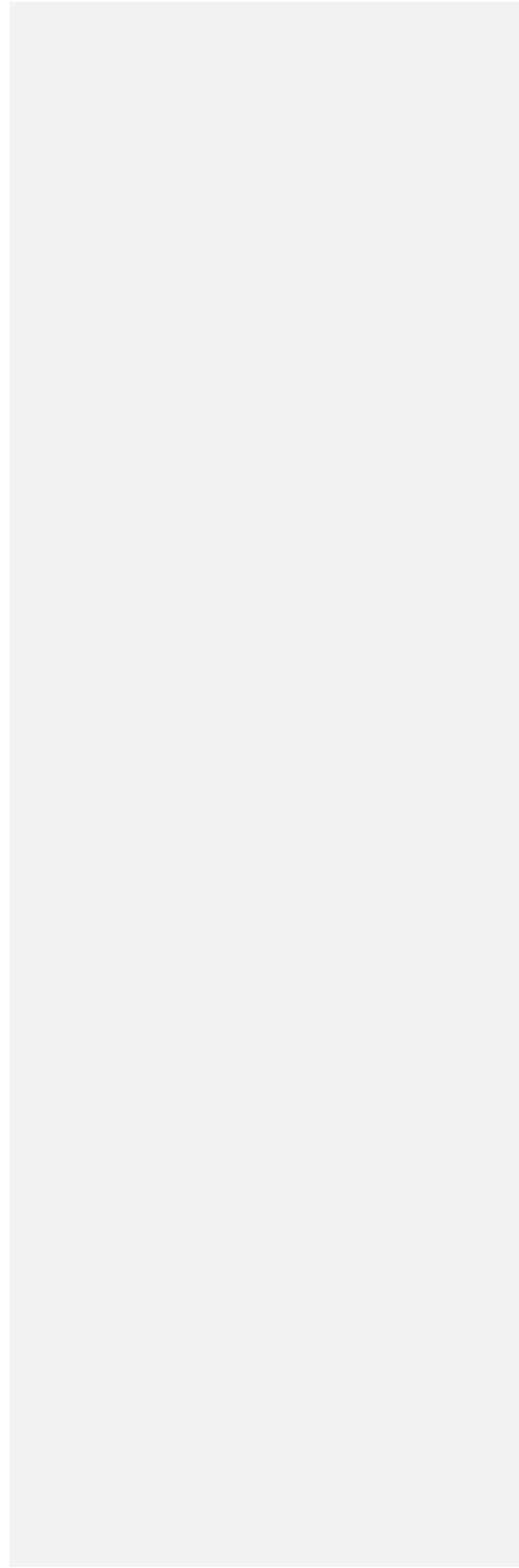
8.4 RE-EMPLOYMENT

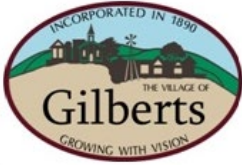
1. Any employee terminated for performance reasons or misconduct or any employee who resigns without giving ten (10) working days notice shall not be eligible for re-employment.
2. Any employee who is re-employed by the Village shall not be entitled to any previously earned benefits or seniority.

9. SUPPLEMENTAL POLICIES AND EXHIBITS

This section is reserved for references to supplemental policies and exhibits that may affect the language or implementation of the Personnel Manual. The inclusion of policies and exhibits in this Section is intended as a convenience. Omission of an adopted policy from this section does affect the effective date or implementation of the said policy, unless otherwise so stated.

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Village of Gilberts

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

To: Village President and Board of Trustees

From: Brian Bourdeau, Village Administrator
Taunya Fischer, Finance Director

Date: August 4, 2020 Village Board Meeting

Subject: Item 5.A: An Ordinance Amending the Fiscal Year 2020 Budget for the Fiscal Year Ending April 30, 2020

Included below are several budget amendments related to the closing of Fiscal Year 2020 and the FY2020 audit. For our Fiscal Year 2020 Budget, there were some funds that went over their anticipated budget expenditures at the fund level and as such there is a need to record a budget amendment to recognize the expenditure. Even with an increase in expenditures, three of the four funds had positive net balances at fiscal year-end. Please note, no adjustments are required to the General Fund, which is the Village's primary operating fund. Explanations for each budget adjustment are included immediately following the summary table below:

Account	FY 2020 Original	Adjustment	FY 2020 Amended
11-00-5060 Beverage Operations	\$ 5,970.00	\$ 4,923.00	\$ 10,893.00
12-00-5420 Maintenance Streets	\$ 0.00	\$ 7,159.00	\$ 7,159.00
35-00-5081 TIF Note Principal	\$ 250,000.00	\$ 22,829.00	\$ 272,829.00
43-00-5321 Professional Fees	\$ 0.00	\$ 15,693.00	\$ 15,693.00
43-00-5580 Training Expense	\$ 0.00	\$ 3,105.00	\$ 3,105.00
TOTALS	\$ 255,970.00	\$ 53,709.00	\$ 309,679.00

11-00-5060 Beverage Operations – Community Days

This line was budgeted at \$5,970.00 and went substantially over budget. This adjustment will correct that issue. This is the only fund that ended FY 2020 with a deficit. As you may recall, the Community Days fund and expenditures were reviewed at the September 2019 Committee of the Whole.

12-00-5420 Maintenance Streets – Road Improvement Fund

This line was originally budgeted at \$0.00 as no costs were expected. However, the public works parking lot project was not completed until April of 2020 thereby making this adjustment necessary. This fund ended the fiscal year with a positive balance.

35-00-5081 TIF Note Principal – TIF 2

As the Village received over \$94,000 more in property taxes than originally anticipated, we were able to pay a larger amount towards the TIF 2 Note Principal. This fund also ended with a positive balance.

43-00-5321 Professional Fees and 43-00-5580 Training Expense – Police Pension

Since FY 2020 was the first year any Police Pension expenses were put into BS&A, not all types of expenses were known. Therefore, both of these started the year with \$0.00 in the budget. This adjustment corrects that. The Police Pension fund ended FY 2020 with a substantially positive fund balance.

The charts below show what the budgeted revenues and expenditures were for all funds prior to this budget amendment and then again after. Please note this only affects the expenditure budget amounts and not the actuals. As clearly shown, the Village ended the FY 2020 with an overall positive fund balance.

Prior to Budget Amendment	FY 2020 Budget	FY 2020 Actuals
TOTAL REVENUES - ALL FUNDS	8,809,650.00	8,857,838.61
TOTAL EXPENDITURES - ALL FUNDS	7,708,566.00	6,407,735.38
NET OF REVENUES & EXPENDITURES	1,101,084.00	2,450,103.23

After Budget Amendment	FY 2020 Budget	FY 2020 Actuals
TOTAL REVENUES - ALL FUNDS	8,809,650.00	8,857,838.61
TOTAL EXPENDITURES - ALL FUNDS	7,762,275.00	6,407,735.38
NET OF REVENUES & EXPENDITURES	1,047,375.00	2,450,103.23

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

VILLAGE OF GILBERTS

ORDINANCE 08-2020

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

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

WHEREAS, the Village of Gilberts acting by and through its President and Board of Trustees has previously approved the Budget Ordinance for the Fiscal Year Ending April 30, 2020 as a part of Ordinance 04-2019 and amended by Ordinance 17-2019; and

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

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois, as follows:

SECTION 1: That the amendments to the Budget Ordinance for the Fiscal Year Ending April 30, 2020 are as follows:

11-00-5060	BEVARAGE OPERATIONS	\$ 10,893.00
12-00-5420	MAINTENANCE STREETS	\$ 7,159.00
35-00-5081	TIF NOTE PRINCIPAL	\$ 272,829.00
43-00-5321	PROFESSIONAL FEES	\$15,693.00
43-00-5580	TRAINING EXPENSE	\$3,105.00

SECTION 2: This Ordinance shall be in full force and effect immediately from and after its passage. A copy of the budget, as amended, will be on file with the Village Clerk and available for inspection.

SECTION 3: Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity of unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4: Repeal. All Ordinances, Resolutions, motions or parts thereof in conflict herewith shall be and the same hereby repealed.

Passed this ____ day of _____, 2020 by roll call vote as follows:

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____, 2020.

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

APPROVED this _____ day of _____, 2020

(SEAL)

Village President Rick Zirk

ATTEST: _____
Phillip Versten, Deputy Village Clerk

Published: _____



Village of Gilberts

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www.villageofgilberts.com

To: President Zirk and the Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Date: August 4, 2020 Committee of the Whole
Re: Item 5.B: A Resolution Authorizing the Purchase of a Trailer Jetter from Standard Equipment in a Not-to-Exceed Amount of \$65,968

As you may recall, the replacement of the Trailer Jetter was discussed and approved as part of the FY2021 Budget. Following a review of budgeted capital projects in light of the COVID pandemic, this project was determined as one for which it was okay to proceed in the current fiscal year. Staff has reviewed several options and obtained multiple quotes for Trailer Jettors and due to the fact that the purchase is in excess of \$10,000, staff is bringing the item back to the Board in accordance with the purchasing policy for final approval.

The Village of Gilberts Public Works Division utilizes on a frequent basis a Trailer Jetter. The Jetter is a pivotal piece of equipment for any public works organization. It is the main component in being able to perform various tasks such as clearing lines of debris, televising storm, water and sanitary lines for inspection (with additional equipment), performing general housekeeping such as an annual cleaning maintenance program, and cutting through minor nuisances such as smaller tree roots that can inhibit flow through Village infrastructure.

The current Trailer Jetter was purchased used from another municipality in and is currently over 20 years old. The Trailer Jetter has ceased working and has a quoted repair bill of around \$12,000.00. This amount is worth more than the current value of the Trailer Jetter and it is not advisable to repair the equipment. These events brought forward the recommendation from the Public Works department to look into purchasing a new or used Trailer Jetter to replace our current equipment. After the acquisition of a new Trailer Jetter, Public Works plans on adding the old Trailer Jetter to a list to be declared surplus and sold as-is.

The Public Works Department has decided to venture down the avenue of purchasing a new Trailer Jetter in lieu of an older used model. Older models that range from 5-8 years of age fall into pricing ranges of \$45,000 - \$55,000 while new models fall into range around \$70,000.00. It is the Public Works Department's recommendation to purchase a new model under a joint purchasing cooperative and leave open the possibility of selling the equipment 5-8 years in the future to earn money to greatly subsidize the cost of a new piece of equipment before the upkeep of the Trailer Jetter becomes too strenuous for the Village.

The Public Works Department has decided to Purchase a Ramjet Single Engine Cleaner from Standard Equipment for the price of \$65,968.00 through Sourcewell Contract #122017-FSC. The funds for the purchase will be split between the Water Fund and the General Fund in the form of a 70/30 ratio – (\$46,178 Water Fund / \$19,790 General Fund).

Below you can find a table of prices solicited from three separate vendors:

Standard Equipment	US Jetting	Sewer Equipment of America
\$65,968.00	\$70,618.00	73,225.00

These quotes will also be attached to the submitted staff report.

It is Public Works' recommendation the Village Board of Trustees utilize funds from line item 01-03-5480 (Capital Equipment) and 20-10-5480 (Capital Equipment) in a total not-to-exceed amount of of \$65,968.00 to Standard Equipment for the purchase of the Ramjet Single Engine Sewer Cleaner Mounted on a Trailer..

Jet Vac Environmental
 4035 Doheny, Island Lake, IL 60042
 Phone: 847-526-5671
 Fax: (815) 801-4405
www.jetvacenvironmental.com
 Sales: Robert Fausto 815-440-9043



Date: 07/20/20
Company: Village of Gilberts
Address: 17 Industrial Dr
City-State-Zip: Gilberts, IL 60136
Contact: Aaron Grosskopf
Phone: 847-428-2861
Email: agrosskoph@villageofgilberts.com

747-FR2000 CLASSIC Trailer Mounted High Pressure Sewer Cleaner

Engine & Pump:

2.5L Ford Engine w/ Full Shroud
 Giant 40 GPM @ 2000 PSI
 w/30 Min Run Dry Capability
 Lighted Nema 4 Control Panel
 Tachometer / Hour Meter
 Auto Shutdown (For High Engine
 Temp / Low Oil Pressure)
 Air Purge Valve
 Recirculation System
 Painted Steel Shroud Enclosure
 w/Locking Access Doors

Hose Reel & Hose:

Rotating Safety Reel
 w/800' Capacity of 3/4" Hose

Tank & Fill:

700 Gal. Black Poly Water Tank
 2.5" Fill System

Trailer:

Tandem Axles 14,000 GVWR
 Electric Brakes w/2-5/16" Ball Hitch
 (1) Steel Toolbox - Fender Mounted
 D.O.T. Approved LED Lighting

Accessories:

10' Leader Hose
 BB Hose Guide
 Tri-Star (Chisel Point) Nozzle
 DD (High Flow) Nozzle
 Finned Nozzle Extension
 Nozzle Rack
 25' Fill Hose
 Washdown Gun w/25' Ext. Hose
 Upstream Pulley Guide
 Paper Operator / Owner Manual



UPGRADED OPTIONS:

INCLUDED OPTIONS:

AUTOMATIC LEVELWIND WITH HYDRAULIC UP/DOWN ACTION
 Footage Meter (Mounted on Jet Hose Reel)
 Sewer Hose (3/4" I.D., 2500 P.S.I. Operating Pressure) 500 FT
 LED STROBE LIGHT
 Drain Valves for Water Pump
 Fill Hose Storage Rack
 (2) TOP OPENING ALUMINUM TOOLBOXES
 HOSE GUIDE/WASH-DOWN GUN/UPSTREAM PULLEY GUIDE STORAGE TRAY
 ENGINE/WATER PUMP COMPARTMENT LIGHT

NET PRICE OF UNIT: \$ 73,225.00

Full name of Company

Delivery Address:

City / State / Zip

Purchase Order Number

Contact Name

Title

Date

Please sign and return with PO by email to

meagan@jetvacenvironmental.com

or fax to (815) 801-4405



850 McFarland Rd, Alpharetta, GA 30004

P: 770-740-9917 F: 770-740-0297

WWW.USJETTING.COM

July 21, 2020

Company:	Village of Gilberts	
Address, City, State, Zip:	73 Industrial Drive Gilberts, IL 60136	
Contact, Phone, Email:	Aaron Grosskopf, 847-428-7057, agrosskopf@villageofgilberts.c	
US Jetting Contact:	Paul Chavez , 312-402-4904	OPP #1346

USJ 2040-600 TRAILER MOUNTED HIGH PRESSURE JETTING UNIT

<u>Engine/Pump:</u>	<u>Hose Reel & Hose:</u>	<u>Accessories:</u>
Hatz 74 HP Diesel Engine Tier IV	Standard Pivot Hose Reel	10' Leader Hose
USJ 40 GPM @ 2000 PSI	3/4" x 500' USJ Sewer Hose	3/4" RPD 3R/1F Nozzle
Triplex Plunger Run Dry Pump	Manual Hose Guide	3/4" RPD 6R Nozzle
Tier 4 Basic Control Panel	Hydraulic Driven Hose Reel	9" Drain Jet Extension
Auto Shutdown (for High Engine Temp/Low Oil Pressure)	<u>Trailer:</u>	3" Tiger Tail
Water Recirculation & Anti-Freeze Sys	Twin 6000 lbs. Torsion Bar Axle	Nozzle Rack
Pulsation System	D.O.T. Approved LED Lighting	Digital Operator/Owners Manual
Shrouded Engine	Two (2) 72" Aluminum Tool Box	1 Pair Safety Gloves; 3000 PSI Straight
	Aluminum Rims	7500 PSI Flat or Rotary
<u>Water Tank:</u>		
Two (2) 300 Gallon Black Water Tanks		

BASE UNIT AS OUTLINED ABOVE	1	\$70,618.00
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FOR ALL OPTIONS NOT LISTED PLEASE CONTACT YOUR SALES REPRESENTATIVE

<u>TRAILER OPTIONS:</u>	LIST PRICE	QTY	TOTAL
BRAKES: HYDRAULIC OR ELECTRIC **MUST CHOOSE ONE**	ELECTRIC		
HITCH: 2 5/16" BALL OR PINTLE **MUST CHOOSE ONE**	2 5/16" BALL		
SPARE TIRE AND RIM WITH MOUNTING BRACKET ON FRAME	\$490	0	\$0.00
SIX (6) 18" D.O.T. SAFETY CONES & HOLDER	\$195	0	\$0.00

<u>ENGINE / PUMP OPTIONS:</u>	LIST PRICE	QTY	TOTAL
JMS ELITE WIRELESS REMOTE CONTROL SYSTEM	\$4,115	0	\$0.00

<u>HOSE REEL / HOSE OPTIONS:</u>	LIST PRICE	QTY	TOTAL
REPLACE HOSE with 3/4" X 600' PIRANHA HOSE *MUST ALSO UPGRADE TO LARGE CAPACITY REEL*	\$750	0	\$0.00
UPGRADE TO LARGE CAPACITY HOSE REEL	\$795	0	\$0.00
POWER PULLOUT OPTION FOR USJ HOSE REEL	\$1,556	0	\$0.00
DUAL HOSE REEL (SECOND REEL WITH 1/2" X 500' CAPACITY) INCLUDES 1/2" X 500' USJ HOSE, TWO ADDITIONAL NOZZLES AND NOZZLE RACK	\$4,995	0	\$0.00
FOOTAGE COUNTER MANUAL OPTION (J-428-E-ASSY)	\$630	0	\$0.00

TANK & FILL OPTIONS:

UPGRADE TO TWO (2) 375 GALLON WATER TANKS	\$605	0	\$0.00
2 1/2" x 25' FILL HOSE FOR FILL SYSTEM (2J-284-2 1/2)	\$161	0	\$0.00
FILL HOSE STORAGE RACK (2J-284-HOLDER-2.5)	\$195	0	\$0.00

TOOL STORAGE OPTIONS:

REAR BASKET (J-019-004)	\$563	0	\$0.00
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LIGHTING OPTIONS:

LED FLOOD LIGHT - RECHARGEABLE (J-155-111)	\$220	0	\$0.00
LED ARROW BOARD (J-423-ASSY)	\$1,310	0	\$0.00

PAINT OPTIONS:

SPECIAL PAINT COLOR (EXCEPT METALLIC PAINT)	\$2,495	0	\$0.00
SPECIAL PAINT COLOR - FRAME ONLY	\$895	0	\$0.00

MANUAL & TRAINING OPTIONS:

ADDITIONAL PAPER OPERATOR'S MANUAL STANDARD	\$60	0	\$0.00
ONSITE FACTORY TRAINING (ADDITIONAL DAY)	\$295	0	\$0.00

NOZZLE & ACCESSORY OPTIONS:

ADDITIONAL SAFETY GLOVES (PER PAIR) (2J-10-GLOVE)	\$100	0	\$0.00
3/4" SUPER SPIN III NOZZLE (2J-349-3)	\$1,515	0	\$0.00
INLET GARDEN HOSE REEL with 5/8" X 100' GARDEN HOSE (2J-328-ASSY)	\$595	0	\$0.00
WASHDOWN SYSTEM WITH GUN & 25' OF HOSE (2J-283-ASSY & 2J-161-25)	\$360	0	\$0.00
	\$0	0	\$0.00
	\$0	0	\$0.00
	\$0	0	\$0.00
	\$0	0	\$0.00
	\$0	0	\$0.00

SPECIAL INSTRUCTIONS:

PRICE OF SELECTED OPTIONS:	\$0.00
NET PRICE OF UNIT WITH OPTIONS:	\$70,618.00
SALES TAX: 0.00%	\$0.00
ALL UNITS SHIP FROM GA - ESTIMATED FREIGHT:	\$2,334.00
ESTIMATED TOTAL:	\$72,952.00

Total Due: **\$72,952.00**

Deposit: **Date Rec'v:** _____

Balance Due: **\$72,952.00**

Final Payment (Check one): **Payment at Delivery** _____ **Financed** _____

Shipping Address:

Street _____ City _____ State _____ Zip Code _____

Shipping Instructions (Please check one):

Does customer require training (USJ Driver Required): Yes _____ No _____

Does customer have a loading dock and/or means to unload the unit from a tractor trailer:
Yes _____ No _____

If no, please describe how you need the unit delivered:

Estimated Shipping Date After ARO - 8 - 12 Weeks

Acceptance of Quotation & Order Placement

SIGNATURE _____ **DATE** _____

2.5% Processing fee for any unit purchases made in full via credit card.

Terms & Conditions

US Jetting reserves the right to modify or rescind this quotation if is not accepted within 45 days from the above date. Freight, if not included in this document is the responsibility of the purchaser, FOB Alpharetta, GA. US Jetting is responsible for collecting sales tax for certain states. Duties, fees, State, Local, & Federal taxes, If any are the sole responsibility of the purchaser if overlooked & not collected by US Jetting. Deposits subject to return if leasing and financing arrangements cannot be obtained after all good faith efforts have been made within 30 days. Deposits will be returned upon receipt of written requests without cause within 10 days from the date of acceptance of this agreement. US Jetting employees will not act as an agent in arranging leasing or financing products. All products are subject to a 20% restocking fee plus all freight charges once US Jetting products have been shipped. Manufacturer's Statement of Origin (required for obtaining a title) will not be provided until payment in full has been received and cleared financial institutions. All US Jetting goods are subject to the terms and conditions of the US Jetting warranty. Warranty issues pertaining to trucks, enclosed trailers and truck bodies manufactured by others are to be resolved directly by the customer & specific manufacturer. After 10 days, deposits on enclosed or truck mounted units or skid units will not be returned.

com



Presents a Proposal Summary

of the



Ramjet

Single Engine Sewer Cleaner Mounted on a Trailer

for

Village of Gilberts
73 Industrial Drive
Gilberts, IL 60136

Bob Donlon
Tel:847-804-6017

PRODUCT DESCRIPTION

- Trailer-Series RamJet 750 Gallons, shrouded - 40GPM

STANDARD FEATURES

- E-Stop
- 3 Cylinder ceramic plunger run-dry water pump
- 2-1/2" x 25' Fill Hose
- Pulsation System
- 500' x 3/4" Sewer Hose at 3000 PSI
- Finned Nozzle Extension
- Auto Shutdown (for High Engine Temp/Low Oil Pressure)
- Tachometer w/Hour Meter
- Hydraulic Speed Control Valve
- Twin 42" Aluminum Toolbox, Front Opening
- Round Steel Fenders
- Dual anchor Tie-Point at rear of unit
- NEMA Ignition Switch Control Panel
- LED Stop/ Turn/ Tail Lights
- By Pass Valve
- 40 GPM @ 2000 PSI
- Water Pressure Gauge
- LED Strobe Light
- Hydraulic Brakes
- Electronic Throttle Controls
- Stainless Steel Water Selector
- Two Drain Jet Nozzles
- Water Recirculator and Antifreeze System
- 3" Tiger Tail Hose Protector
- 2.5" Fill System
- 600' Capacity Pivot Hose Reel
- Nozzle Storage Rack
- Module Paint - Standard Powder Coated Frame, Engine White, Reel Black
- 10' Leader Hose
- Hatz 74 HP 4 Cyl Diesel Engine Liquid Cooled
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

Module Paint Color - White
Chassis Axle - Tandem

Sourcewell Contract # 122017-FSC Total: \$65,968.00

Price valid for 30 Days from date of 7/24/2020

Product Model: Jetter

Proposal Date: 7/24/2020

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series and HXX only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders regularly entered cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: The pricing attached does not include Federal, State or local taxes which are the buyer's responsibility. However, Vactor/Guzzler Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor/Guzzler will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor/Guzzler.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCURED.

SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT SELLER'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

This agreement shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of the Company may have under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

This order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor.

I agree with the above terms and conditions:

Date: _____

VILLAGE OF GILBERTS

RESOLUTION 22-2020

A RESOLUTION AUTHORIZING THE PURCHASE OF A TRAILER JETTER FROM STANDARD EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$65,968

WHEREAS, the Village of Gilberts (“Village”) operates and maintains a both sanitary sewer systems and storm water systems; and

WHEREAS, the Village utilizes a trailer jetter in the maintenance of said systems and which equipment is over 20 years old

WHEREAS, adequate funds were provided in the FY2021 Budget for the replacement of the trailer jetter; and

WHEREAS, Public Works solicited multiple quotes with the lowest responsible quote provided by Standard Equipment through a joint-bid Sourcewell Contract;

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

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

Section 2. **Approval; Authorization.** The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with Standard Equipment for a trailer jetter in amount not to exceed \$65,968.

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

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2020.

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

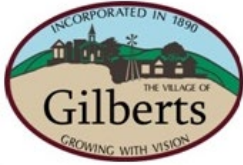
APPROVED THIS ____ DAY OF _____, 2020

Village President, Rick Zirk

(SEAL)

ATTEST:

Phillip Versten, Deputy Clerk



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: August 4, 2020 Village Board Meeting
Re: Item 5.C: A Resolution Authorizing and Approving the Release of a Limited Number of Building Permits in the Conservancy Development

Based on discussion from the July 14, 2020 Committee of the Whole, included for Board consideration is a resolution approving the release of a limited number of building permits for the Conservancy.

The number of requested permits and milestones, if applicable, were requested by Gilberts Development LLC.

Based on the Village Engineer's responses to the questions posed by Trustees Zambetti and Hacker, staff is apprehensive about the quantity of permits being requested by Gilberts Development LLC prior to the water treatment plant upgrade being completed.

Brian Bourdeau

From: Albert K. Stefan <astefan@reltd.com>
Sent: Friday, July 31, 2020 7:09 PM
To: Brian Bourdeau; Rick Zirk
Cc: Steve Zehner
Subject: Gilberts - Water system capacity

From: Albert K. Stefan
Sent: Friday, July 31, 2020 6:27 PM
To: bbourdeau@villageofgilberts.com; Rick Zirk <rzirk@villageofgilberts.com>
Cc: Steve Zehner <szehner@reltd.com>
Subject: FINAL FINAL DRAFT - Gilberts - Water system capacity

Brian,

At your request, we have investigated further into the questions regarding the capacity of the Water system within the Village of Gilberts posed by Trustee Hacker and Trustee Zambetti. As a result of our further investigation, we respectfully submit the following:

The topics listed below should be taken into account as the Village moves forward:

- I. The Village is required to follow the Illinois Environmental Protection Agency (IEPA) guidelines.
- II. IEPA Definition(s) / Guidelines summary – a more detailed definition can be found in 35 Ill. Adm. Code, Subtitle F: Public Water Supplies, Chapter I, or the Illinois Environmental Protection Act. I have included IEPA's descriptive wording below listed as "Supporting documentation from IEPA."
 - i. **Critical Review Status**– when the system has reached 80% of its Limiting Capacity Factor (LCF), this is also referred to as the "chokepoint." The community is placed on a list. Once on this list, each construction permit is carefully reviewed to determine its impact on the current system, and that the project will not exceed its capacity. IEPA will then gauge whether to approve or disapprove each permit.
 - ii. **Restricted Status** – this would be when the system may be considered potentially in violation of 35 Ill. Adm. Code, Subtitle F: Public Water Supplies, Chapter I, or the Illinois Environmental Protection Act. - any construction permits may be denied. Although the exact value or percentage of capacity is difficult to assess (due to the many variables that go into the analysis), it is typically at or near 90% of the systems limiting capacity.
- III. Current Village Status:
 - Capacity at the Water Treatment facility - which is currently the Villages "Limiting Capacity Factor" (LCF) – as discussed noted above
 - Current Population = 7,800 people
 - IEPA Critical Review Status (CRS), for our current system, is approx. 80% of Limiting Capacity Factor (LCF)
 - Water Treatment Plant (WTP) is rated and designed for a capacity of 1.4 Million Gallons per Day (MGD)
 - Well capacity for #3 is 1.368 MGD thus the LCF

- Max Demand (2018) was 1.072 MGD (76% of WTP design)
- Max Demand (Averaged over the last three years) = 0.9048 MGD
- Max Demand (2020 Jan – June) = .835 MGD
- Village system loss is 11.8 %
- The average number of people per household = 3.7 (typical range is 3.5 to 4.0 per household)
- Committed water either under permit or platted lot = 110, 000 gallons (ESTIMATED)
– NOTE – At this time this value was not included the analysis

IV. Summary of our analysis;

Basis	Limiting capacity Factor – Well No 3 (MGD)	Capacity LCF – system loss (MGD)	System loss (%)	Available water (Capacity – system loss) (MGD)	Critical Review (80%) (MGD)	Max Demand (MGD)	Available volume (Gallon)	Population Equivalent	# of potential units
Max Demand (2018)	1.368	1.206	11.8	.965	.905	1.072	-776.65	3.7	-209.9
Max Demand (3 year average)	1.368	1.206	11.8	.965	.905	904,800	521.21	3.7	140.87

- Additional system capacity that may be available to stay below Critical Review Status –
NOTE: Preliminary estimate – Values will vary subject to losses to the system, and industrial

use

V. AKS Summary

- In 2018 the system may have exceeded the capacity of the system and what it would be able to treat. It then can be assumed that the Demand would then pull from the storage available in the Tanks.
- Key points for consideration:
 - The 2020 Max demand (January – June) is 835,000 gallons
 - Average Day between 2019 and current numbers is up 40,000 gallons
 - Note July rainfall is below previous years and should anticipate higher demands
- Based on the theoretically Demand (3-year average) - the capacity of adding only an additional 140 homes before it may be placed on the CRS list.
- Once on the CRS list – construction permits for expanding its distribution system may or may not be approved should it exceed they systems limiting capacity “Chokepoint.” This evaluation will include additional residential and commercial developments.
- Should the Village go on Restricted Status – the Villages system will then be closely monitored, and the Village may be required to make adjustments as required by the IEPA.

- This evaluation is subjective and is commonly used by municipal engineers when evaluating a system remaining capacity for a system expansion
- The Data was obtained from staff and is the best available information to date.

Please call if you have any questions and or comments

Albert Stefan, PE

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VILLAGE OF GILBERTS

RESOLUTION 23-2020

**A RESOLUTION AUTHORIZING AND APPROVING THE RELEASE
OF A LIMITED NUMBER OF BUILDING PERMITS
OF THE CONSERVANCY DEVELOPMENT**

WHEREAS, on January 31, 2017, the Village of Gilberts Board of Trustees approved the First Amendment to an Annexation and Development Agreement between the Village of Gilberts and Gilberts Development LLC for 914.02 acres of the Conservancy Development, legally described on **Exhibit A** (“*Gilberts Development Parcel*”), which Agreement was recorded on February 3, 2017, with the Kane County Recorder’s Office, as Document No. 2017K006674, and which Agreement was further amended by the Second Amendment and the Third Amendment (collectively, “*Amended Annexation Agreement*”); and

WHEREAS, on January 31, 2017, the Village of Gilberts Board of Trustees also approved Ordinance No. 05-2017, an Ordinance Approving a First Amendment to an Existing Planned Unit Development and the Preliminary PUD Plan for the Conservancy Development, which Ordinance was recorded on February 3, 2017, with the Kane County Recorder’s Office, as Document No. 2017K006675, which Ordinance was further amended by the Second Amendment to the PUD Ordinance (collectively, “*Amended PUD Ordinance*”); and

WHEREAS, the Amended Annexation Agreement restricts the number of building permits that can be issued for lots in the Conservancy Development to 123 permits until the water service improvements required by the Amended Annexation Agreement are completed and operational, unless expressly approved otherwise by a majority vote of the Village Board; and

WHEREAS, Gilberts Development LLC previously requested that the Village Board authorize and approve the release of 51 additional building permits (beyond the 123 permits authorized by the Amended Annexation Agreement) in advance of the water service improvements being completed and operational; and

WHEREAS, the Village Board previously approved Resolution No. 01-2018 approving the release of 51 additional building permits for Phase 2A-1, which Resolution was subsequently amended by Resolution 07-2018; and

WHEREAS, Gilberts Development LLC is now requesting that an additional number of building permits be released, in accordance with the terms and conditions of this Resolution.

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

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

Section 2. Release of a Limited Number of Building Permits for the Conservancy. In accordance with the authority granted by the Amended Annexation Agreement, the Village Board of Trustees hereby authorizes and approves the release of additional building permits for the Conservancy Development (beyond the 123 permits authorized by the Amended Annexation Agreement and the 51 permits authorized for Phase 2A-1 that were released previously), when the following milestones are achieved, subject to compliance with the conditions set forth in Section 3, including without limitation, approval and recordation of plats of subdivision for any phase of the Conservancy Development for which building permits are proposed to be released:

- A. Upon approval of this Resolution, the Village will release 95 building permits for lots within the Conservancy Development.
- B. When Water Well No. 6 is electrified, the Village will release 44 building permits for lots within the Conservancy Development.
- C. When Well No. 6 is operational and construction of the improvements to the water treatment plant has commenced, the Village will release 114 building permits for lots within the Conservancy Development.
- D. When both Well No. 5 and Well No. 6 are operational, the Village will release 108 building permits for lots within the Conservancy Development.
- E. The remaining building permits for lots within the Conservancy Development will be released only after all of the water service improvements required by the Amended Annexation Agreement are completed, accepted by the Village, and fully operational in accordance with the Amended Annexation Agreement.

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

- A. No Authorization of Work. This Resolution does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Gilberts Development Parcel pursuant to the approvals granted in this Resolution unless and until all conditions of this Resolution have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law, including but not limited to the approval and recordation of final plats of subdivision for any phase of development that has not yet been platted.
- B. Compliance with Laws. The Village’s zoning, subdivision, and building regulations, and all other applicable Village ordinances and regulations shall continue to apply to the Gilberts Development Parcel, and the development and use of the Gilberts Development Property shall comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

C. Continued Effect of the Approvals. The Amended PUD Ordinance, the Amended Annexation Agreement, and all final plats of subdivision approvals shall remain in full force and effect, and the Owner shall comply with all requirements, conditions, and restrictions therein.

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

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

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

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

PASSED BY THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____, 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: _____
Deputy Village Clerk, Phillip Versten

Published: _____

EXHIBIT A

Legal Description of the Gilberts Development Parcel

PARCEL 1:

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

PARCEL 2:

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

PARCEL 3:

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

PARCEL 4:

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

PARCEL 5:

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

PARCEL 6:

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

PARCEL 7:

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

PARCEL 8:

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

PARCEL 9:

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

FOR VILLAGE BOARD CONSIDERATION – August 4, 2020

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

PARCEL 10:

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

PARCEL 11:

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

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