



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, September 20, 2022 - 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://us06web.zoom.us/j/82959748445>

Meeting ID: 829 5974 8445

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 5:00 p.m. on September 20, 2022 will be submitted into the record of the meeting.

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT*

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the September 6, 2022 Village Board Meeting
- B. A Motion to approve Bills & Payroll dated September 20, 2022
- C. A Motion to approve the August 2022 Treasurer's Report

5. ITEMS FOR APPROVAL

- A. An Ordinance Establishing the Commercial & Industrial Façade Improvement Program for the Central Redevelopment TIF (13-2022)
- B. An Ordinance Amending the Fiscal Year 2023 Budget for the Fiscal Year Ending April 30, 2023 (14-2022)
- C. An Ordinance Approving the Final Plat of Subdivision and Final PUD Plans for Phase 2B-3 of the Conservancy Development (15-2022)
- D. A Resolution Approving Modifications to Approved Building Model Elevations for the Single-Family Homes in the Conservancy Development (44-2022)
- E. A Resolution Approving Agreements with Marco Technologies LLC for the Monthly Lease of Copier Equipment and Ongoing Monthly Service of Copier Equipment (45-2022)

6. ITEMS FOR DISCUSSION

7. STAFF REPORTS

8. TRUSTEES' REPORTS

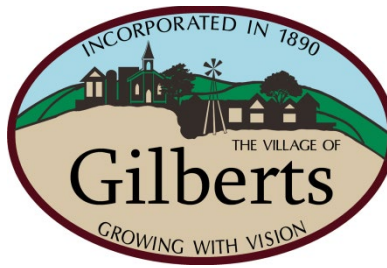
9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

11. ADJOURNMENT

***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, September 6, 2022**

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

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

2. ROLL CALL / ESTABLISH QUORUM

Village Clerk Kelly Mastera called the roll. Roll call: Members present: Trustees LeClercq, Corbett, Coats, and Redfield were present in the room. Trustees Allen and Hacker joined remotely. Others present: Village Administrator Brian Bourdeau and Management Analyst Riley Lynch.

3. PUBLIC COMMENT

Resident Matt Nausid approached the Board and explained that he would like to help the village with the Halloween House Decorating Contest and that he had some ideas for how to run it. He presented a form that would make it easier for the Trustees and President Zambetti to judge the houses based on categories.

Resident Carl Thompson also stepped forward and explained that he would be interested in helping with the Halloween House Decorating Contest and had some ideas of how to utilize Facebook for the contest.

After a brief discussion and some suggestions by the Trustees about registration, categories, and judging, President Zambetti advised that Village Administrator Bourdeau and Clerk Mastera would reach out to Mr. Nausid and Mr. Thompson to discuss further details of the contest.

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the August 16, 2022 Village Board Meeting
- B. A Motion to approve Bills & Payroll dated September 6, 2022

A Motion was made by Trustee LeClercq and seconded by Trustee Redfield to Approve Consent Agenda items 4.A-B as Presented. Roll call vote: Trustees Corbett, Allen, Hacker, Coats, Redfield, and LeClercq voted Aye (6). 0-nays, 0-abstained. Motion carried.

5. ITEMS FOR APPROVAL

A. A Motion to approve a Professional Engineering Services Proposal with Robinson Engineering for a Stormwater Assessment in the Gilberts Glen Subdivision in an Amount Not-to-Exceed \$19,850

Trustee LeClercq asked for clarification on why the village is using this contractor.

Administrator Bourdeau explained that Robinson Engineering has professional stormwater engineers on staff which is why staff wants to use them for this specific project. President Zambetti provided a little background on why this area needs to be looked at as previously some nearby residents had voiced concerns about water in their yards or flooding in their basements. Administrator Bourdeau advised the Board that this is a comprehensive examination of the area which would provide options for the Village to consider any future capital improvements on the south end of town to address any issues depending on what the findings of the engineering assessment are. Trustee Corbett asked if the study would include the area where Swing Masters is, as they were closed earlier in the year due to flooding. Administrator Bourdeau advised that he believed the study area included where they are located.

Trustee LeClercq asked if this project had to go out to bid. Administrator Bourdeau explained that the Village has a standing agreement with Robinson Engineering for general engineering services. He said from time-to-time staff brings these task orders to the Board for approval when there is something outside the scope of general engineering and is considered more of a specialized project.

A Motion was made by Trustee Allen and seconded by Trustee Corbett to Approve Agenda Items 5.A as Presented. Roll call vote: Trustees: Allen, Hacker, Coats, Redfield, LeClercq, and Corbett voted Aye (6). 0-nays, 0-abstained. Motion carried.

6. ITEMS FOR DISCUSSION

A. Presentation and Discussion of a Commercial and Industrial Façade Improvement Program Policy and Application

Management Analyst Lynch provided the Board with information regarding a proposed commercial and industrial façade improvement program policy and application guidelines in the area of TIF #1. He explained how the program would give businesses and property owners incentives to improve their buildings which will hopefully lead to an increase in property value. Analyst Lynch detailed how the program would reimburse 50% of a qualified project or up to \$50,000 in total, whichever is less, per project using funds available in TIF #1. He stated that the proposed program would accept applications on a rolling basis and a budgeted amount of TIF funds would be set for the program at the beginning of the year. President Zambetti reminded the Board that other available funds in TIF #1 can be used by the village for certain improvements in the area as well.

Analyst Lynch answered questions from Trustees regarding what types of projects may qualify. The Trustees concurred with Analyst Lynch's suggestion that a business or property owner should be able to apply every five years for the program, and that there will need to be some sort of claw back provision to ensure the improvements are retained. Analyst Lynch stated the claw back provision is related to the goal to promote the businesses and general area of the village with the improvements.

After there were no other questions or concerns from the Board, Administrator Bourdeau told the Board that if they generally were in compliance with the policy, he would have the attorney help draw up official language for a grant award agreement, and then the policy and agreement would come before the Board for a vote at an upcoming Board meeting. Administrator Bourdeau also stated that the program could be made retroactive for this year to encompass any projects that had been done in the area recently. Based on direction from President Zambetti, Administrator Bourdeau will work on getting this completed as soon as possible.

7. STAFF REPORTS

Management Analyst Lynch

- Most of his time has been spent working on the Façade Improvement Program he just presented.

Clerk Mastera

- She is jumping in and getting acquainted after starting her new position last week.

Administrator Bourdeau

- The splash pad closed today, but the bathrooms in Town Center Park will remain open through mid-October because of the sports teams using the fields.
- According to the developer, there will be roadwork happening in Neighborhood #1 of the Conservancy like saw-cutting replacement and curb-cutting, with milling slated to take place soon after.
- The Village has received an uptick in calls related to dying or dead parkway trees due to the weather this year. Staff will be working with a certified arborist who will drive through Gilberts Town Center, Timber Trails, Woodland Meadows, and Timber Glen to mark dead trees or those that are beyond saving. Step #1 will be the evaluation of the trees, and Step #2 staff will select a contractor to have the trees removed.

[At 7:40 p.m. the audio for the dial-in callers timed out, and they were disconnected. Administrator Bourdeau was able to get the audio reconnected within a few minutes, and confirmed that Trustees Allen and Hacker were still on the line.]

- The Northern Kane County Chamber of Commerce has the annual volunteer of the year award for someone who has gone above and beyond with community service. He would like to submit Police Pension Board member Rachel Roth as the Village's award nominee this year.

- The new Public Works Director will be starting next Monday, September 12, and he will hopefully be able to introduced at the next Board meeting.

8. TRUSTEES' REPORTS

Trustees LeClercq, Corbett, Allen, Coats, and Redfield had no report.

Trustee Hacker

- Have the trees in the center median along Tyrrell Road get looked at it when the arborist is evaluating trees, because some of them don't look that healthy. Also wanted to know if the concrete around the trees stunt their growth.

9. PRESIDENTS' REPORT

- Mentioned a new Garden Club that was started on Facebook by residents, and stated that some plants have been donated to help with some areas by entrances to subdivisions.
- Stated that some other residents on Facebook expressed interest in forming a Book Club or Bike and Walking Club with other residents.
- Confirmed with Administrator Bourdeau that Public Works is aware that in the near future Public Works may have new roads to factor in the schedule and budget for plowing, in reference to a few roads in the Conservancy.
- Heard that tree roots may be causing an issue with the walking path in the Conservancy, and that is being looked at further by the developer.
- Developer Troy Mertz recently fired the property management group at the Conservancy.

10. EXECUTIVE SESSION

Motion by Trustee LeClercq and seconded by Trustee Redfield to move to Executive Session to discuss acquisition of property as permitted under 5 ILCS 120/2 (c) (5) with no business to follow. Roll call vote: Trustees LeClercq, Corbett, Allen, Hacker, Coats, and Redfield voted Aye (6). 0-Nays, 0-Abstained. Motion carried. Time: 7:53 p.m.

Open Meeting resumed at 8:24 p.m. with all six Trustees and President Zambetti still present.

11. ADJOURNMENT

There being no further public business to discuss, **a Motion was made by Trustee LeClercq and seconded by Trustee Corbett to adjourn from the public meeting at 8:25 pm.** Voice vote carried unanimously, 6 ayes.

Respectfully submitted,

Kelly Mastera

Kelly Mastera
Village Clerk

Department: 00 GENERAL FUND

ANCEL GLINK, P.C.	ESCROWS PAYABLE	1,595.00
CARD SERVICES	ADVERTISING / MARKETING	19.95
Total: 00 GENERAL FUND		1,614.95

Department: 01 ADMINISTRATIVE

ANCEL GLINK, P.C.	LEGAL EXPENSE	4,290.00
B&B NETWORKS, INC.	COMMUNICATIONS	331.02
CARD SERVICES	OPERATING EXPENSE	142.49
CARD SERVICES	COMMUNITY RELATIONS	198.75
CARD SERVICES	OFFICE SUPPLIES	28.96
CARD SERVICES	CONTRACTUAL SERVICES	191.12
CARDINAL OFFICE SUPPLY	OFFICE SUPPLIES	80.66
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	48.00
FOX VALLEY WEBWORKS, INC.	CONTRACTUAL SERVICES	149.85
ILLINOIS STATE POLICE	OPERATING EXPENSE	28.25
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	425.00
NORTHWESTERN MEDICINE OCCUPATION	CONTRACTUAL SERVICES	85.00
PEERLESS	COMMUNICATIONS	20.00
SIKICH LLP	ACCOUNTING SERVICES	28,500.00
TESSENDORF MECHANICAL	MAINTENANCE BUILDING	820.94
THE BUG MAN, INC	MAINTENANCE BUILDING	45.00
VERIZON WIRELESS	COMMUNICATIONS	107.32
Total: 01 ADMINISTRATIVE		35,492.36

Department: 02 POLICE

ACTION AUTO WORKS INC	MAINTENANCE VEHICLES	2,258.90
CARD SERVICES	OPERATING EXPENSE	182.77
CARD SERVICES	OFFICE SUPPLIES	101.94
CARD SERVICES	COMMUNITY RELATIONS	89.36
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	31.79
MENARDS - CARPENTERSVILLE	OFFICE SUPPLIES	(5.19)
PEERLESS	COMMUNICATIONS	20.00
STEPHEN D. TOUSEY LAW OFFICE	LEGAL EXPENSE	400.00
SWIFT WASH, LLC	MAINTENANCE EQUIPMENT	72.00
THE BUG MAN, INC	MAINTENANCE BUILDING	36.00
VERIZON WIRELESS	COMMUNICATIONS	212.05
WRIGHT EXPRESS FSC	GASOLINE	3,310.54
Total: 02 POLICE		6,710.16

Department: 03 PUBLIC WORKS

AEP ENERGY	STREETLIGHTING	1,269.07
AM CONSTRUCTION SUPPLY, INC.	SMALL TOOLS AND EQUIPMENT	289.99
BARTLETT TREE EXPERTS	MAINTENANCE BUILDING	660.00
BOTTS WELDING & TRUCK SERV	MAINTENANCE VEHICLES	28.00
CARD SERVICES	CONTRACTUAL SERVICES	300.00
CLARKE ENVIRONMENTAL MOSQUITO	CONTRACTUAL SERVICES	2,135.00
JCK CONTRACTORS	MAINTENANCE GROUNDS	1,080.00
KATLYN LISTON	TREE/SIDEWALK REPLACEMENT	250.00
NORMA WILLIS	TREE/SIDEWALK REPLACEMENT	275.00
RED WING SHOES	UNIFORMS	200.00
SARGENTS EQUIPMENT	MAINTENANCE VEHICLES	3,439.10
THE BUG MAN, INC	MAINTENANCE BUILDING	47.00
VERIZON WIRELESS	COMMUNICATIONS	169.64
WRIGHT EXPRESS FSC	GASOLINE	1,094.86
Total: 03 PUBLIC WORKS		11,237.66

Department: 04 BUILDING

SAFEBUILT, LLC	BUILDING PERMIT EXPENSE	27,388.68
VERIZON WIRELESS	COMMUNICATIONS	42.41
Total: 04 BUILDING		27,431.09

Department: 06 PARKS

CARDUNAL OFFICE SUPPLY	MAINTENANCE SUPPLIES	121.26
PEERLESS	COMMUNICATIONS	20.00
RUSSO POWER EQUIPMENT	MAINTENANCE GROUNDS	351.93
WRIGHT EXPRESS FSC	GASOLINE	625.66
Total: 06 PARKS		1,118.85

Department: 08 GARBAGE HAULING

MDC ENVIRONMENTAL SVCS.	GARBAGE HAULING EXPENSE	64,865.79
Total: 08 GARBAGE HAULING		64,865.79

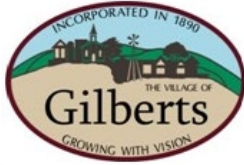
Department: 10 WATER SYSTEMS

AQUA BACKFLOW, INC.	CONTRACTUAL SERVICES	370.00
C. SINGLETON PLUMBING	CONTRACTUAL SERVICES	140.00
CARD SERVICES	LAB SUPPLIES & EQUIPMENT	6.46
CARD SERVICES	TRAINING EXPENSE	37.79
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	34.30
FERGUSON WATERWORKS	WATER METERS	11,889.83
ILLINOIS EPA	IEPA LOAN-PRINCIPAL	13,099.74
ILLINOIS EPA	IEPA LOAN - INTEREST	3,395.67
MACCARB, INC.	CONTRACTUAL SERVICES	65.53
MARTY'S AUTOMOTIVE	MAINTENANCE VEHICLES	336.63
MDC ENVIRONMENTAL SVCS.	OUTSIDE SERVICES	1,116.15
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	6.14
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	54.15
MIDWEST SALT	BRINE HAULING EXPENSES	7,973.69
PACE ANALYTICAL SERVICES	LABORATORY TESTING	401.82
PEERLESS	COMMUNICATIONS	50.00
RED WING SHOES	UNIFORMS	200.00
VERIZON WIRELESS	COMMUNICATIONS	127.23
WRIGHT EXPRESS FSC	GASOLINE	263.71
XYLEM WATER SOLUTIONS U.S.A., IN	CAPITAL EQUIPMENT	30,000.00
Total: 10 WATER SYSTEMS		69,568.84

Department: 20 WASTEWATER SYSTEMS

C. SINGLETON PLUMBING	CONTRACTUAL SERVICES	210.00
CARD SERVICES	TRAINING EXPENSE	37.79
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	34.29
DPS EQUIPMENT SERVICES INC	CAPITAL EQUIPMENT	24,900.00
MACCARB, INC.	CONTRACTUAL SERVICES	65.53
MARTY'S AUTOMOTIVE	MAINTENANCE VEHICLES	336.62
MCMaster-CARR SUPPLY COMPANY	LAB SUPPLIES & EQUIPMENT	92.16
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	6.14
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	16.99
OKEH ELECTRIC	CAPITAL EQUIPMENT	149,000.00
PEERLESS	COMMUNICATIONS	49.99
RED WING SHOES	UNIFORMS	200.00
SUBURBAN LABORATORIES	LABORATORY TESTING	2,446.00
USA BLUEBOOK	LAB SUPPLIES & EQUIPMENT	308.76
VERIZON WIRELESS	COMMUNICATIONS	127.23
WRIGHT EXPRESS FSC	GASOLINE	263.70
XYLEM WATER SOLUTIONS U.S.A., IN	CAPITAL EQUIPMENT	134,438.50
Total: 20 WASTEWATER SYSTEMS		312,533.70

Department: 89 GPD DOWN STATE PENSION FUND		
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GILBERTS POLICE PENSION FUND	GPD DOWNSTATE PENSION FUND	299,624.60
Total: 89 GPD DOWN STATE PENSION FUND		299,624.60
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*** GRAND TOTAL ***		830,198.00
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Village of Gilberts
Village Hall
87 Galligan Road, Gilberts, Illinois 60136
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Memorandum

TO: Village President Zambetti and Village Board of Trustees
CC: Brian Bourdeau, Village Administrator
FROM: Taunya Fischer, Finance Director
DATE: September 16, 2022
SUBJECT: August 31, 2022 Treasurer's Report

Here is a brief snapshot of the Village's Budget vs. Actual as of August 31, 2022 for the General and Water Funds.

General Fund	Budget	Actual	% BDGT Used
Revenues	5,750,856.00	2,230,049.09	39%
Expenditures	5,468,988.00	1,307,032.47	24%
Net of Rev & Exp	281,868.00	923,016.62	

Water Fund	Budget	Actual	% BDGT Used
Revenues	3,673,811.00	552,924.45	15%
Expenditures	3,673,811.00	709,499.54	19%
Net of Rev & Exp	0.00	(156,575.09)	

The percent of fiscal year completed for this report is 34%. The General Fund revenues are at 39% and expenditures are at 24%; Water Fund revenues are at 15% and expenditures are also at 19%. Looking at all funds, village-wide revenues are at 23%; expenditures are at 32%.

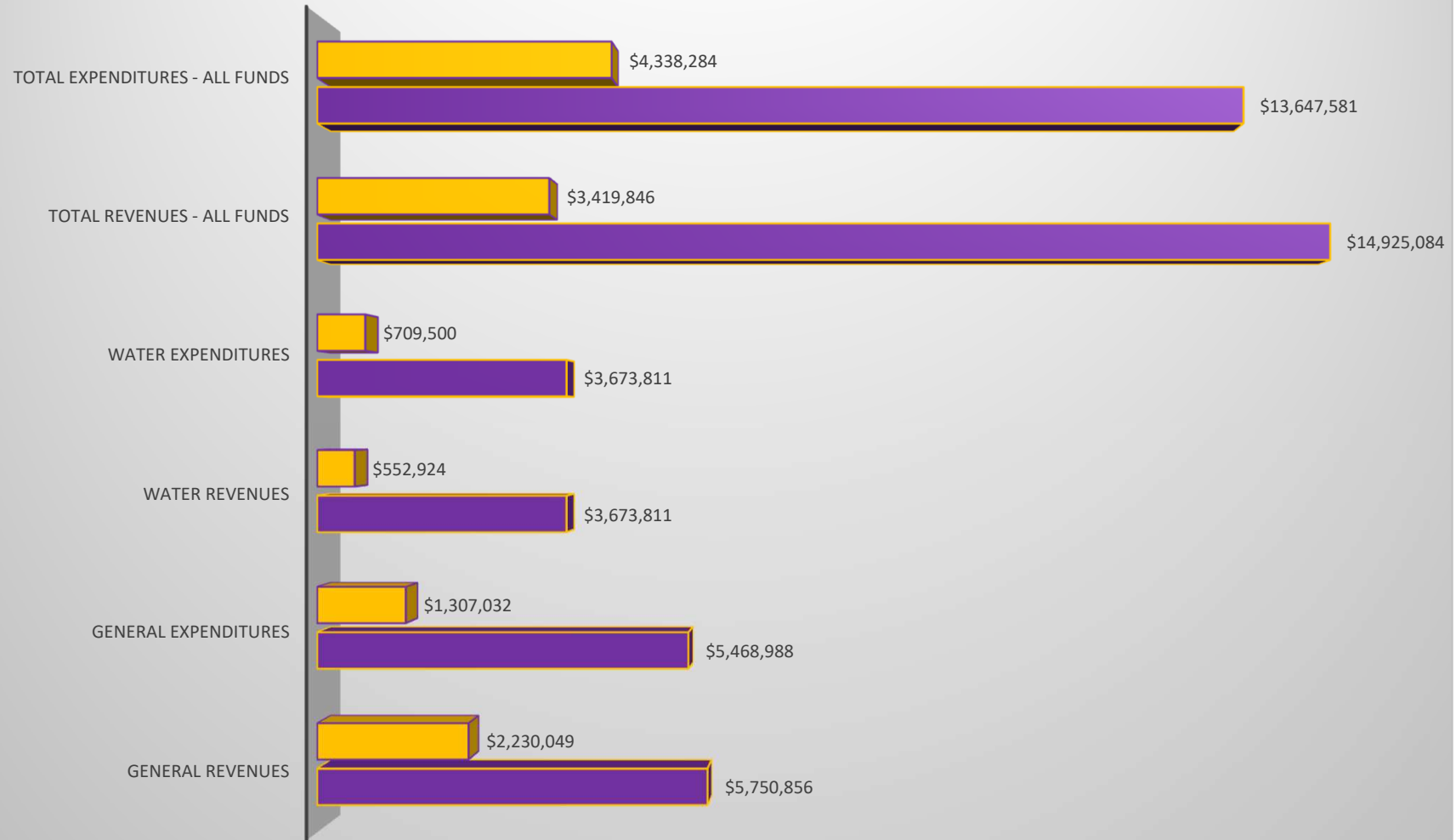
As the road program is a very large portion of the Village-wide expenditures this fiscal year, the Net of Revenues & Expenditures for All Funds is also shown with the Infrastructure Fund excluded at the bottom of the SUMMARY page. This gives the Board a more concise view on all the other funds.

Also included in this report for August 31, 2022 are:
Revenue and Expense Budget vs. 08/31/22 YTD chart
Summary – All Funds report
Detail – All Funds report

Respectfully submitted,
Taunya Fischer, Finance Director

Village of Gilberts Revenues vs. Expenditures 2022-2023 Budget vs. YTD as of 8/31/2022

YTD AS OF 08/31/2022 2022-23 BUDGET



REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE
PERIOD ENDING 08/31/2022 - SUMMARY
% Fiscal Year Completed: 33.70

GL NUMBER	2022-23 BUDGET	YTD BALANCE 08/31/2022	ACTIVITY FOR MONTH 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 01 - GENERAL FUND:					
TOTAL REVENUES	5,750,856.00	2,230,049.09	419,782.52	3,520,806.91	39
TOTAL EXPENDITURES	5,468,988.00	1,307,032.47	379,789.29	4,161,955.53	24
NET OF REVENUES & EXPENDITURES	281,868.00	923,016.62	39,993.23	(641,148.62)	
Fund 11 - COMMUNITY DAYS:					
TOTAL REVENUES	78,400.00	77,017.23	-	1,382.77	98
TOTAL EXPENDITURES	63,766.00	65,977.07	209.96	(2,211.07)	103
NET OF REVENUES & EXPENDITURES	14,634.00	11,040.16	(209.96)	3,593.84	
Fund 12 - INFRASTRUCTURE FUND:					
TOTAL REVENUES	3,369,200.00	173,464.14	46,822.49	3,195,735.86	5
TOTAL EXPENDITURES	3,322,022.00	2,172,085.02	475.00	1,149,936.98	65
NET OF REVENUES & EXPENDITURES	47,178.00	(1,998,620.88)	46,347.49	2,045,798.88	
Fund 15 - CAPITAL PROJECTS:					
TOTAL REVENUES	85,000.00	-	-	85,000.00	0
TOTAL EXPENDITURES	-	-	-	-	0
NET OF REVENUES & EXPENDITURES	85,000.00	-	-	85,000.00	0
Fund 20 - WATER SYSTEM:					
TOTAL REVENUES	3,673,811.00	552,924.45	240,208.64	3,120,886.55	15
TOTAL EXPENDITURES	3,673,811.00	709,499.54	212,666.68	2,964,311.46	19
NET OF REVENUES & EXPENDITURES	-	(156,575.09)	27,541.96	156,575.09	
Fund 30 - MFT:					
TOTAL REVENUES	477,944.00	100,816.10	26,238.08	377,127.90	21
TOTAL EXPENDITURES	125,000.00	-	-	125,000.00	0
NET OF REVENUES & EXPENDITURES	352,944.00	100,816.10	26,238.08	252,127.90	
Fund 31 - PERFORMANCE BOND:					
TOTAL REVENUES	45.00	828.26	319.13	(783.26)	1841
TOTAL EXPENDITURES	-	1.58	0.40	(1.58)	100
NET OF REVENUES & EXPENDITURES	45.00	826.68	318.73	(781.68)	
Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:					
TOTAL REVENUES	200,400.00	133,113.84	10,357.98	67,286.16	66
TOTAL EXPENDITURES	1,000.00	-	-	1,000.00	0
NET OF REVENUES & EXPENDITURES	199,400.00	133,113.84	10,357.98	66,286.16	
Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:					
TOTAL REVENUES	886,650.00	469,945.21	73.24	416,704.79	53
TOTAL EXPENDITURES	802,550.00	-	-	802,550.00	0
NET OF REVENUES & EXPENDITURES	84,100.00	469,945.21	73.24	(385,845.21)	
Fund 40 - DRUG FORFEITURE PD ACCOUNT:					
TOTAL REVENUES	10.00	4.17	-	5.83	42
TOTAL EXPENDITURES	-	-	-	-	0
NET OF REVENUES & EXPENDITURES	10.00	4.17	-	5.83	
Fund 43 - POLICE PENSION FUND:					
TOTAL REVENUES	402,768.00	(318,316.63)	(108,853.31)	721,084.63	79
TOTAL EXPENDITURES	190,444.00	83,688.77	16,424.34	106,755.23	44
NET OF REVENUES & EXPENDITURES	212,324.00	(402,005.40)	(125,277.65)	614,329.40	
TOTAL REVENUES - ALL FUNDS	14,925,084.00	3,419,845.86	634,948.77	11,505,238.14	23
TOTAL EXPENDITURES - ALL FUNDS	13,647,581.00	4,338,284.45	609,565.67	9,309,296.55	32
NET OF REVENUES & EXPENDITURES	1,277,503.00	(918,438.59)	25,383.10	2,195,941.59	
NET WITH INFRASTRUCTURE FUND EXCLUDED	1,230,325.00	1,080,182.29	(20,964.39)	150,142.71	

REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE
PERIOD ENDING 08/31/2022 - DETAIL
% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2022-23 BUDGET	YTD BALANCE 08/31/2022	ACTIVITY FOR		% BDGT USED
				MONTH 08/31/2022	AVAILABLE BALANCE	
Fund 01 - GENERAL FUND						
Revenues						
Dept 00 - GENERAL FUND						
01-00-3010	PROPERTY TAX	1,289,412.00	687,484.88	17,211.16	601,927.12	53
01-00-3020	PERSONAL PROPERTY REPL TAX	350.00	438.67	20.00	(88.67)	125
01-00-3030	TAX-SALES	400,000.00	182,938.32	49,807.08	217,061.68	46
01-00-3040	TAX-STATE INCOME	1,049,096.00	543,084.01	67,828.70	506,011.99	52
01-00-3041	STATE LOCAL USE TAX	294,064.00	101,913.33	26,090.49	192,150.67	35
01-00-3043	CANNABIS USE TAX	15,498.00	4,634.27	1,349.29	10,863.73	30
01-00-3060	LICENSE-LIQUOR	11,900.00	200.00	-	11,700.00	2
01-00-3090	PULLTABS & JAR GAMES TAX	675.00	-	-	675.00	0
01-00-3100	FEE-BUSINESS REGISTRATION	3,800.00	2,700.00	75.00	1,100.00	71
01-00-3110	FEE-CABLE FRANCHISE	55,000.00	16,903.23	1,556.68	38,096.77	31
01-00-3140	UTIL TAX-ELECTRIC	170,000.00	66,012.53	23,324.08	103,987.47	39
01-00-3150	ULT TAX-GAS	95,000.00	49,370.77	7,488.53	45,629.23	52
01-00-3160	CONTRACTOR REGISTRATION	8,300.00	3,460.00	760.00	4,840.00	42
01-00-3180	ULIT TAX-COMMUNICATIONS	65,000.00	20,964.43	5,098.16	44,035.57	32
01-00-3210	MISCELLANEOUS INCOME	5,000.00	9,364.40	4,260.55	(4,364.40)	187
01-00-3211	PLANNED USE OF FUND RESERVES	549,510.00	-	-	549,510.00	0
01-00-3220	FINES-COURT	17,000.00	7,841.79	1,394.51	9,158.21	46
01-00-3230	FINES-OTHER	5,000.00	1,002.00	150.00	3,998.00	20
01-00-3240	FINES-CODE BUILDING	-	1,350.00	-	(1,350.00)	100
01-00-3250	FEES-BUILDING PERMITS	26,288.00	38,413.06	6,738.60	(12,125.06)	146
01-00-3260	OVERWT/SIZE PERMIT FEE	4,000.00	890.00	250.00	3,110.00	22
01-00-3280	BUILDING ENGINEERING FEES	-	1,000.00	-	(1,000.00)	100
01-00-3290	RECYCLING LICENSE	2,500.00	-	-	2,500.00	0
01-00-3330	PARK PAVILION RENTAL	250.00	675.00	55.00	(425.00)	270
01-00-3410	INTEREST EARNED	2,000.00	50,198.61	20,066.84	(48,198.61)	2510
01-00-3440	PARK IMPACT FEES	19,860.00	-	-	19,860.00	0
01-00-3451	GILBERTS POLICE REPORT REQUEST	200.00	75.00	15.00	125.00	38
01-00-3460	MUNICIPAL UTILITY IMPACT FEE	7,500.00	-	-	7,500.00	0

01-00-3480	ANTENNA RENTAL	66,935.00	26,461.08	7,005.75	40,473.92	40
01-00-3500	GRANT REVENUE	553,908.00	49,652.07	49,652.07	504,255.93	9
01-00-3530	VACANT PROP / BUILDING REGISTRATION	200.00	-	-	200.00	0
01-00-3540	RAFFLE LICENSE	60.00	-	-	60.00	0
01-00-3560	GARBAGE HAULER LICENSE	800.00	-	-	800.00	0
01-00-3580	VIDEO GAMING	130,000.00	51,757.16	12,352.34	78,242.84	40
01-00-3590	VIDEO GAMING LICENSE	12,000.00	175.00	125.00	11,825.00	1
01-00-3630	MUNICIPAL IMPACT FEE	41,250.00	5,500.00	-	35,750.00	13
01-00-3680	APPLICATION FEE - POLICE DEPT.	1,000.00	-	-	1,000.00	0
01-00-3960	REIMBURSED INCOME	-	794.64	794.64	(794.64)	100
01-00-8100	TRANSFERS IN	-	1.58	0.40	(1.58)	100
Total Dept 00 - GENERAL FUND		4,903,356.00	1,925,255.83	303,469.87	2,978,100.17	39
Dept 07 - ENHANCED DUI PROGRAM						
01-07-3017	ENHANCED DUI - VEHICLE SEIZURE	3,000.00	1,500.00	-	1,500.00	50
Total Dept 07 - ENHANCED DUI PROGRAM		3,000.00	1,500.00	-	1,500.00	50
Dept 08 - GARBAGE HAULING						
01-08-3018	GARBAGE REVENUE	800,000.00	289,383.55	112,383.45	510,616.45	36
01-08-3028	FRANCHISE REVENUE -GARBAGE	40,000.00	11,814.73	2,957.14	28,185.27	30
01-08-3080	LATE FEES	4,500.00	2,094.98	972.06	2,405.02	47
Total Dept 08 - GARBAGE HAULING		844,500.00	303,293.26	116,312.65	541,206.74	36
TOTAL REVENUES		5,750,856.00	2,230,049.09	419,782.52	3,520,806.91	39

Expenditures

Dept 01 - ADMINISTRATIVE

01-01-5010	WAGES-BOARD	24,000.00	7,000.00	1,625.00	17,000.00	29
01-01-5020	WAGES-PLANNING AND ZBA	2,100.00	100.00	100.00	2,000.00	5
01-01-5030	WAGES-GENERAL	292,622.00	97,339.04	25,490.03	195,282.96	33
01-01-5032	WAGES - OVERTIME	1,000.00	-	-	1,000.00	0
01-01-5040	FICA	19,761.00	6,297.48	1,656.36	13,463.52	32
01-01-5050	MEDICARE	4,621.00	1,472.76	387.36	3,148.24	32
01-01-5051	STATE UNEMPL TAX	8,000.00	363.35	-	7,636.65	5
01-01-5052	IMRF	31,311.00	10,348.08	2,660.19	20,962.92	33
01-01-5054	GROUP HEALTH INS	53,688.00	11,872.84	1,981.01	41,815.16	22
01-01-5056	WORKER'S COMP INS	38,000.00	-	-	38,000.00	0
01-01-5060	OPERATING EXPENSE	3,500.00	179.74	24.82	3,320.26	5
01-01-5070	DUES	7,100.00	4,931.50	35.00	2,168.50	69

01-01-5080	LEGAL NOTICES	1,600.00	46.00	46.00	1,554.00	3
01-01-5090	COMMUNICATIONS	14,100.00	2,481.33	697.52	11,618.67	18
01-01-5100	POSTAGE	2,300.00	600.00	200.00	1,700.00	26
01-01-5110	PRINTING	7,400.00	1,570.40	-	5,829.60	21
01-01-5150	COMMUNITY RELATIONS	7,000.00	1,619.41	304.41	5,380.59	23
01-01-5190	RENTAL-EQUIPMENT	6,693.00	1,385.48	-	5,307.52	21
01-01-5200	OFFICE SUPPLIES	4,000.00	536.46	21.63	3,463.54	13
01-01-5210	NISRA EXPENSE	900.00	-	-	900.00	0
01-01-5220	LEGAL LITIGATION	8,000.00	-	-	8,000.00	0
01-01-5230	LEGAL EXPENSE	65,000.00	30,593.00	4,895.00	34,407.00	47
01-01-5240	ACCOUNTING SERVICES	40,000.00	-	-	40,000.00	0
01-01-5252	STORM WATER MGMT. PROFESSIONAL	10,000.00	-	-	10,000.00	0
01-01-5270	BANK FEES	175.00	108.37	83.37	66.63	62
01-01-5310	INSURANCE LIABILITY	39,000.00	-	-	39,000.00	0
01-01-5320	INSURANCE VEHICLES & EQUIP.	10,000.00	-	-	10,000.00	0
01-01-5360	ENGINEERING SERVICES	15,800.00	507.00	-	15,293.00	3
01-01-5400	MAINTENANCE EQUIPMENT	600.00	-	-	600.00	0
01-01-5410	MAINTENANCE BUILDING	4,150.00	420.97	220.00	3,729.03	10
01-01-5450	CONTRACTUAL SERVICES	35,657.00	10,502.78	1,399.40	25,154.22	29
01-01-5480	CAPITAL EQUIPMENT	48,500.00	-	-	48,500.00	0
01-01-5491	EMPLOYEE ENGAGEMENT	3,000.00	-	-	3,000.00	0
01-01-5560	VILLAGE PLANNER SERVICES	105,000.00	7,208.39	5,370.89	97,791.61	7
01-01-5580	TRAINING EXPENSE	24,105.00	474.22	-	23,630.78	2
01-01-5661	73 INDUSTRIAL PRINCIPAL	80,200.00	8,912.95	-	71,287.05	11
01-01-5671	73 INDUSTRIAL INTEREST	15,000.00	5,129.21	-	9,870.79	34
01-01-8500	TRANSFERS OUT	784,900.00	900.00	-	784,000.00	0
Total Dept 01 - ADMINISTRATIVE		1,818,783.00	212,900.76	47,197.99	1,605,882.24	12
Dept 02 - POLICE						
01-02-5030	WAGES-POLICE	795,439.00	282,674.51	72,564.10	512,764.49	36
01-02-5031	WAGES - HOLIDAY WORKED	25,000.00	4,328.38	-	20,671.62	17
01-02-5032	WAGES - OVERTIME	20,000.00	5,736.07	463.52	14,263.93	29
01-02-5040	FICA	49,317.00	17,476.58	4,393.30	31,840.42	35
01-02-5050	MEDICARE	11,534.00	4,087.26	1,027.46	7,446.74	35
01-02-5052	IMRF	4,893.00	1,492.80	378.24	3,400.20	31
01-02-5054	GROUP HEALTH INS	123,832.00	37,139.64	7,519.18	86,692.36	30
01-02-5058	UNIFORMS	11,800.00	2,675.37	447.65	9,124.63	23
01-02-5060	OPERATING EXPENSE	7,150.00	2,995.63	990.48	4,154.37	42

01-02-5070	DUES	3,460.00	2,520.00	-	940.00	73
01-02-5090	COMMUNICATIONS	10,000.00	2,430.06	673.14	7,569.94	24
01-02-5110	PRINTING	1,000.00	552.40	-	447.60	55
01-02-5170	PUBLICATIONS/BROCHURES	150.00	106.00	-	44.00	71
01-02-5180	SMALL TOOLS AND EQUIPMENT	750.00	213.14	100.60	536.86	28
01-02-5200	OFFICE SUPPLIES	2,500.00	203.46	109.47	2,296.54	8
01-02-5230	LEGAL EXPENSE	5,500.00	1,600.00	400.00	3,900.00	29
01-02-5300	DISPATCHING	92,000.00	89,009.00	-	2,991.00	97
01-02-5370	GASOLINE	28,000.00	9,678.85	3,098.05	18,321.15	35
01-02-5390	MAINTENANCE VEHICLES	26,200.00	4,397.68	1,382.28	21,802.32	17
01-02-5400	MAINTENANCE EQUIPMENT	3,000.00	200.00	-	2,800.00	7
01-02-5410	MAINTENANCE BUILDING	22,350.00	29,666.41	28,424.00	(7,316.41)	133
01-02-5450	CONTRACTUAL SERVICES	12,915.00	3,563.08	79.67	9,351.92	28
01-02-5480	CAPITAL EQUIPMENT	129,750.00	56,318.99	54,876.47	73,431.01	43
01-02-5570	COMMUNITY RELATIONS	2,000.00	-	-	2,000.00	0
01-02-5580	TRAINING EXPENSE	9,550.00	2,087.00	730.00	7,463.00	22
01-02-8500	TRANSFERS OUT-POLICE	35,000.00	-	-	35,000.00	0
Total Dept 02 - POLICE		1,433,090.00	561,152.31	177,657.61	871,937.69	39

Dept 03 - PUBLIC WORKS

01-03-5030	WAGES-PPW	238,641.00	77,867.43	20,377.14	160,773.57	33
01-03-5032	WAGES - OVERTIME	14,000.00	2,964.07	-	11,035.93	21
01-03-5040	FICA	14,796.00	4,846.75	1,225.53	9,949.25	33
01-03-5050	MEDICARE	3,460.00	1,133.51	286.61	2,326.49	33
01-03-5052	IMRF	25,535.00	8,648.95	2,180.34	16,886.05	34
01-03-5054	GROUP HEALTH INS	51,237.00	12,415.72	2,822.12	38,821.28	24
01-03-5058	UNIFORMS	1,500.00	-	-	1,500.00	0
01-03-5060	OPERATING EXPENSE	1,650.00	704.40	494.51	945.60	43
01-03-5070	DUES	370.00	370.00	-	-	100
01-03-5090	COMMUNICATIONS	4,000.00	514.84	169.64	3,485.16	13
01-03-5180	SMALL TOOLS AND EQUIPMENT	8,500.00	6,059.23	232.29	2,440.77	71
01-03-5190	RENTAL-EQUIPMENT	1,500.00	-	-	1,500.00	0
01-03-5251	NPDES PERMITS	1,000.00	1,000.00	-	-	100
01-03-5260	STREETLIGHTING	38,100.00	9,063.02	1,584.20	29,036.98	24
01-03-5370	GASOLINE	15,000.00	3,125.02	1,011.98	11,874.98	21
01-03-5380	SIGNS EXPENSE	12,500.00	209.40	-	12,290.60	2
01-03-5390	MAINTENANCE VEHICLES	25,500.00	857.98	226.38	24,642.02	3
01-03-5400	MAINTENANCE EQUIPMENT	15,000.00	4,753.55	825.13	10,246.45	32

01-03-5410	MAINTENANCE BUILDING	11,000.00	1,480.00	897.88	9,520.00	13
01-03-5420	MAINTENANCE STREETS	28,000.00	5,535.26	1,426.85	22,464.74	20
01-03-5440	MAINTENANCE GROUNDS	3,000.00	3,297.99	3,297.99	(297.99)	110
01-03-5441	TREE/SIDEWALK REPLACEMENT	2,500.00	523.48	-	1,976.52	21
01-03-5450	CONTRACTUAL SERVICES	37,555.00	21,068.06	16,215.95	16,486.94	56
01-03-5461	WEATHER SIREN MAINTENANCE	2,500.00	-	-	2,500.00	0
01-03-5480	CAPITAL EQUIPMENT	295,000.00	49,652.30	22,500.00	245,347.70	17
01-03-5580	TRAINING EXPENSE	4,750.00	397.00	-	4,353.00	8
01-03-8500	TRANSFERS OUT	15,000.00	-	-	15,000.00	0
Total Dept 03 - PUBLIC WORKS		871,594.00	216,487.96	75,774.54	655,106.04	25
Dept 04 - BUILDING						
01-04-5030	WAGES-BUILDING	45,247.00	14,104.41	3,637.40	31,142.59	31
01-04-5040	FICA	2,805.00	874.47	225.52	1,930.53	31
01-04-5050	MEDICARE	656.00	204.52	52.74	451.48	31
01-04-5052	IMRF	4,841.00	1,509.18	389.20	3,331.82	31
01-04-5054	GROUP HEALTH INS	40.00	13.20	3.30	26.80	33
01-04-5070	DUES	361.00	-	-	361.00	0
01-04-5090	COMMUNICATIONS	-	180.32	42.41	(180.32)	100
01-04-5200	OFFICE SUPPLIES	1,000.00	4.82	-	995.18	0
01-04-5250	BUILDING PERMIT EXPENSE	21,030.00	42,408.33	10,967.60	(21,378.33)	202
01-04-5450	CONTRACTUAL SERVICES	15,500.00	1,507.96	422.08	13,992.04	10
01-04-5580	TRAINING EXPENSE	500.00	-	-	500.00	0
Total Dept 04 - BUILDING		91,980.00	60,807.21	15,740.25	31,172.79	66
Dept 06 - PARKS						
01-06-5030	REG WAGES	24,336.00	3,255.00	2,250.00	21,081.00	13
01-06-5040	FICA	1,509.00	201.81	139.50	1,307.19	13
01-06-5050	MEDICARE	353.00	47.20	32.63	305.80	13
01-06-5060	OPERATING EXPENSE	250.00	673.69	-	(423.69)	269
01-06-5090	COMMUNICATIONS	2,520.00	945.23	236.72	1,574.77	38
01-06-5120	UTILITIES	4,200.00	1,183.03	310.62	3,016.97	28
01-06-5190	RENTAL-EQUIPMENT	2,000.00	-	-	2,000.00	0
01-06-5211	MAINTENANCE SUPPLIES	1,800.00	469.90	-	1,330.10	26
01-06-5350	MINOR PARK PROJECTS	500.00	-	-	500.00	0
01-06-5370	GASOLINE	600.00	1,670.36	724.14	(1,070.36)	278
01-06-5391	MAINTENANCE-SPORTS/PLAYGROUND EQUIP.	1,000.00	-	-	1,000.00	0
01-06-5400	MAINTENANCE EQUIPMENT	2,000.00	958.27	298.57	1,041.73	48

01-06-5410	MAINTENANCE BUILDING	700.00	84.54	-	615.46	12
01-06-5440	MAINTENANCE GROUNDS	20,050.00	9,900.77	283.94	10,149.23	49
01-06-5450	CONTRACTUAL SERVICES	9,500.00	-	-	9,500.00	0
01-06-5480	CAPITAL EQUIPMENT	110,000.00	-	-	110,000.00	0
01-06-8500	TRANSFERS OUT-PARKS	35,000.00	-	-	35,000.00	0
Total Dept 06 - PARKS		216,318.00	19,389.80	4,276.12	196,928.20	9
Dept 07 - ENHANCED DUI PROGRAM						
01-07-5180	SMALL TOOLS AND EQUIPMENT	2,500.00	-	-	2,500.00	0
Total Dept 07 - ENHANCED DUI PROGRAM		2,500.00	-	-	2,500.00	0
Dept 08 - GARBAGE HAULING						
01-08-5068	GARBAGE HAULING EXPENSE	708,000.00	236,294.43	59,142.78	471,705.57	33
Total Dept 08 - GARBAGE HAULING		708,000.00	236,294.43	59,142.78	471,705.57	33
Dept 89 - GPD DOWN STATE PENSION FUND						
01-89-5621	GPD DOWNSTATE PENSION FUND	326,723.00	-	-	326,723.00	0
Total Dept 89 - GPD DOWN STATE PENSION FUND		326,723.00	-	-	326,723.00	0
TOTAL EXPENDITURES		5,468,988.00	1,307,032.47	379,789.29	4,161,955.53	24
Fund 01 - GENERAL FUND:						
TOTAL REVENUES		5,750,856.00	2,230,049.09	419,782.52	3,520,806.91	39
TOTAL EXPENDITURES		5,468,988.00	1,307,032.47	379,789.29	4,161,955.53	24
NET OF REVENUES & EXPENDITURES		281,868.00	923,016.62	39,993.23	(641,148.62)	

Fund 11 - COMMUNITY DAYS

Revenues

Dept 00 - GENERAL FUND

11-00-3015	COMMUNITY DAYS DONATIONS	14,000.00	20,400.00	-	(6,400.00)	146
11-00-3210	OTHER INCOME	17,000.00	22,233.48	-	(5,233.48)	131
11-00-3211	PLANNED USE OF FUND RESERVES	31,000.00	-	-	31,000.00	0
11-00-3520	VENDOR FEES	3,500.00	2,926.00	-	574.00	84
11-00-3980	BEVERAGE SALES	12,000.00	30,557.75	-	(18,557.75)	255
11-00-8100	TRANSFERS IN	900.00	900.00	-	-	100
Total Dept 00 - GENERAL FUND		78,400.00	77,017.23	-	1,382.77	98
TOTAL REVENUES		78,400.00	77,017.23	-	1,382.77	98

Expenditures

Dept 00 - GENERAL FUND

11-00-5060	BEVERAGE OPERATIONS	12,466.00	11,105.77	-	1,360.23	89
11-00-5070	PERMITS & LICENSES	55.00	40.33	-	14.67	73
11-00-5079	ADVERTISING / MARKETING	3,670.00	2,424.15	2.02	1,245.85	66
11-00-5130	MISCELLANEOUS EXPENSES	410.00	416.00	207.94	(6.00)	101
11-00-5159	ENTERTAINMENT	41,065.00	41,465.00	-	(400.00)	101
11-00-5213	LABOR & OUTSIDE SERVICES	-	4,456.97	-	(4,456.97)	100
11-00-5610	EQUIPMENT & SERVICES	6,100.00	6,068.85	-	31.15	99
Total Dept 00 - GENERAL FUND		63,766.00	65,977.07	209.96	(2,211.07)	103
TOTAL EXPENDITURES		63,766.00	65,977.07	209.96	(2,211.07)	103

Fund 11 - COMMUNITY DAYS:

TOTAL REVENUES		78,400.00	77,017.23	-	1,382.77	98
TOTAL EXPENDITURES		63,766.00	65,977.07	209.96	(2,211.07)	103
NET OF REVENUES & EXPENDITURES		14,634.00	11,040.16	(209.96)	3,593.84	

Fund 12 - INFRASTRUCTURE FUND

Revenues

Dept 00 - GENERAL FUND

12-00-3031	NON HOME RULE 1% SALES TAX	360,000.00	167,300.25	46,542.01	192,699.75	46
12-00-3050	TAX-ROAD AND BRIDGE	9,000.00	5,243.45	126.32	3,756.55	58
12-00-3211	PLANNED USE OF FUND RESERVES	3,000,000.00	-	-	3,000,000.00	0
12-00-3410	INTEREST EARNED	200.00	920.44	154.16	(720.44)	460
Total Dept 00 - GENERAL FUND		3,369,200.00	173,464.14	46,822.49	3,195,735.86	5
TOTAL REVENUES		3,369,200.00	173,464.14	46,822.49	3,195,735.86	5

Expenditures

Dept 00 - GENERAL FUND

12-00-5270	BANK FEES	-	475.00	475.00	(475.00)	100
12-00-5360	ENGINEERING SERVICES	200,000.00	19,553.75	-	180,446.25	10
12-00-5480	CAPITAL EQUIPMENT	2,800,000.00	2,085,934.61	-	714,065.39	75
12-00-5490	GO BOND PRINCIPAL	215,000.00	-	-	215,000.00	0
12-00-5491	GO BOND INTEREST	107,022.00	66,121.66	-	40,900.34	62
Total Dept 00 - GENERAL FUND		3,322,022.00	2,172,085.02	475.00	1,149,936.98	65
TOTAL EXPENDITURES		3,322,022.00	2,172,085.02	475.00	1,149,936.98	65

Fund 12 - INFRASTRUCTURE FUND:

TOTAL REVENUES		3,369,200.00	173,464.14	46,822.49	3,195,735.86	5
TOTAL EXPENDITURES		3,322,022.00	2,172,085.02	475.00	1,149,936.98	65
NET OF REVENUES & EXPENDITURES		47,178.00	(1,998,620.88)	46,347.49	2,045,798.88	

Fund 15 - CAPITAL PROJECTS

Revenues

Dept 00 - GENERAL FUND

15-00-8100	TRANSFERS IN	85,000.00	-	-	85,000.00	0
Total Dept 00 - GENERAL FUND		85,000.00	-	-	85,000.00	0
TOTAL REVENUES		85,000.00	-	-	85,000.00	0

Fund 15 - CAPITAL PROJECTS:

TOTAL REVENUES		85,000.00	-	-	85,000.00	0
TOTAL EXPENDITURES		-	-	-	-	0
NET OF REVENUES & EXPENDITURES		85,000.00	-	-	85,000.00	0

Fund 20 - WATER SYSTEM

Revenues

Dept 00 - GENERAL FUND

20-00-3022	INCOME - WASTEWATER	750,000.00	256,243.72	112,253.51	493,756.28	34
20-00-3032	INCOME - WATER	850,000.00	278,826.69	121,649.41	571,173.31	33
20-00-3080	LATE FEES	20,000.00	8,278.77	3,627.45	11,721.23	41
20-00-3210	MISCELLANEOUS INCOME	-	361.80	-	(361.80)	100
20-00-3211	PLANNED USE OF FUND RESERVES	1,256,961.00	-	-	1,256,961.00	0
20-00-3310	FEE-TAP-ON - WATER	1,700.00	-	-	1,700.00	0
20-00-3360	METER SALES	7,050.00	938.96	-	6,111.04	13
20-00-3390	SSA#24 BOND INTEREST	100.00	0.04	-	99.96	0
20-00-3410	INTEREST EARNED	4,000.00	8,274.47	2,678.27	(4,274.47)	207
20-00-8100	TRANSFERS IN	784,000.00	-	-	784,000.00	0
Total Dept 00 - GENERAL FUND		3,673,811.00	552,924.45	240,208.64	3,120,886.55	15
TOTAL REVENUES		3,673,811.00	552,924.45	240,208.64	3,120,886.55	15

Expenditures

Dept 10 - WATER SYSTEMS

20-10-5030	REG. WAGES	167,175.00	61,029.58	15,564.40	106,145.42	37
20-10-5032	WAGES - OVERTIME	7,000.00	-	-	7,000.00	0
20-10-5040	FICA	10,204.00	3,595.38	917.19	6,608.62	35
20-10-5050	MEDICARE	2,386.00	840.96	214.51	1,545.04	35
20-10-5052	IMRF	17,609.00	6,530.24	1,665.43	11,078.76	37
20-10-5054	GROUP HEALTH INS	38,087.00	11,672.82	2,979.76	26,414.18	31
20-10-5056	WORKER'S COMP INS	16,300.00	-	-	16,300.00	0
20-10-5058	UNIFORMS	1,300.00	-	-	1,300.00	0
20-10-5070	DUES	950.00	532.92	100.00	417.08	56
20-10-5080	LEGAL NOTICES	100.00	-	-	100.00	0
20-10-5090	COMMUNICATIONS	7,600.00	2,225.15	381.95	5,374.85	29
20-10-5091	JULIE LOCATE SUPPLIES	500.00	-	-	500.00	0
20-10-5100	POSTAGE	3,350.00	1,003.81	66.41	2,346.19	30
20-10-5110	PRINTING	3,100.00	842.91	-	2,257.09	27
20-10-5120	UTILITIES	104,000.00	21,320.68	4,430.04	82,679.32	21
20-10-5180	SMALL TOOLS AND EQUIPMENT	4,500.00	462.90	-	4,037.10	10
20-10-5190	RENTAL-EQUIPMENT	1,500.00	482.63	-	1,017.37	32
20-10-5200	OFFICE SUPPLIES	1,000.00	251.08	51.54	748.92	25

20-10-5213	OUTSIDE SERVICES	21,000.00	12,510.30	4,846.48	8,489.70	60
20-10-5262	LAB SUPPLIES & EQUIPMENT	20,000.00	9,664.36	-	10,335.64	48
20-10-5281	CHEMICALS	80,000.00	12,611.79	4,600.09	67,388.21	16
20-10-5301	MAINT SUPPLIES-JANTORIAL	250.00	29.16	-	220.84	12
20-10-5310	INSURANCE LIABILITY	25,000.00	-	-	25,000.00	0
20-10-5320	INSURANCE VEHICLES & EQUIP.	6,500.00	-	-	6,500.00	0
20-10-5360	ENGINEERING SERVICES	10,000.00	2,859.09	1,465.59	7,140.91	29
20-10-5370	GASOLINE	5,000.00	1,644.11	684.63	3,355.89	33
20-10-5381	MAINTENANCE PARTS & MATERIALS	10,000.00	2,016.88	334.75	7,983.12	20
20-10-5390	MAINTENANCE VEHICLES	5,000.00	1,171.87	-	3,828.13	23
20-10-5410	MAINTENANCE BUILDING	12,000.00	13.77	-	11,986.23	0
20-10-5431	HYDRANT MAINTENANCE	5,000.00	-	-	5,000.00	0
20-10-5450	CONTRACTUAL SERVICES	66,218.00	47,685.63	58.18	18,532.37	72
20-10-5480	CAPITAL EQUIPMENT	215,000.00	93,039.38	52,621.70	121,960.62	43
20-10-5510	WATER METERS	56,670.00	50,589.44	46,378.00	6,080.56	89
20-10-5520	LABORATORY TESTING	10,000.00	2,612.16	421.97	7,387.84	26
20-10-5580	TRAINING EXPENSE	3,450.00	300.00	300.00	3,150.00	9
20-10-5601	REPAIRS-WATER DISTRIBUTION SYS.	13,500.00	2,247.19	-	11,252.81	17
20-10-5652	BRINE HAULING EXPENSES	35,000.00	16,814.51	2,752.60	18,185.49	48
20-10-5662	IEPA LOAN-PRINCIPAL	25,826.00	-	-	25,826.00	0
20-10-5672	IEPA LOAN - INTEREST	7,156.00	-	-	7,156.00	0
Total Dept 10 - WATER SYSTEMS		1,019,231.00	366,600.70	140,835.22	652,630.30	36
Dept 20 - WASTEWATER SYSTEMS						
20-20-5030	WAGES	138,461.00	57,698.93	14,679.81	80,762.07	42
20-20-5032	WAGES - OVERTIME	7,000.00	-	-	7,000.00	0
20-20-5040	FICA	8,423.00	3,446.66	877.02	4,976.34	41
20-20-5050	MEDICARE	1,970.00	806.03	205.12	1,163.97	41
20-20-5052	IMRF	14,537.00	6,173.65	1,570.70	8,363.35	42
20-20-5054	GROUP HEALTH INS	28,208.00	8,606.54	2,201.97	19,601.46	31
20-20-5058	UNIFORMS	1,300.00	-	-	1,300.00	0
20-20-5090	COMMUNICATIONS	3,800.00	1,284.21	354.54	2,515.79	34
20-20-5091	JULIE LOCATE SUPPLIES	400.00	-	-	400.00	0
20-20-5100	POSTAGE	3,350.00	1,010.24	69.09	2,339.76	30
20-20-5110	PRINTING	3,100.00	842.91	-	2,257.09	27
20-20-5120	UTILITIES	140,000.00	31,698.24	13,379.45	108,301.76	23
20-20-5180	SMALL TOOLS AND EQUIPMENT	3,500.00	448.99	-	3,051.01	13
20-20-5190	RENTAL-EQUIPMENT	3,000.00	533.18	-	2,466.82	18

20-20-5200	OFFICE SUPPLIES	1,500.00	103.69	18.79	1,396.31	7
20-20-5213	OUTSIDE SERVICES	10,000.00	1,042.01	-	8,957.99	10
20-20-5251	NPDES PERMITS	20,000.00	17,500.00	-	2,500.00	88
20-20-5262	LAB SUPPLIES & EQUIPMENT	8,500.00	3,108.86	299.54	5,391.14	37
20-20-5281	CHEMICALS	50,000.00	19,295.66	9,479.42	30,704.34	39
20-20-5301	MAINT SUPPLIES-JANITORIAL	250.00	29.16	-	220.84	12
20-20-5360	ENGINEERING SERVICES	10,000.00	1,393.50	-	8,606.50	14
20-20-5370	GASOLINE	5,000.00	1,644.10	684.63	3,355.90	33
20-20-5381	MAINTENANCE PARTS & MATERIALS	18,000.00	7,022.76	165.20	10,977.24	39
20-20-5390	MAINTENANCE VEHICLES	5,000.00	1,336.85	-	3,663.15	27
20-20-5410	MAINTENANCE BUILDING	7,000.00	13.76	-	6,986.24	0
20-20-5450	CONTRACTUAL SERVICES	86,831.00	4,319.36	58.18	82,511.64	5
20-20-5480	CAPITAL EQUIPMENT	2,012,000.00	164,833.00	25,000.00	1,847,167.00	8
20-20-5520	LABORATORY TESTING	30,000.00	7,596.83	2,113.00	22,403.17	25
20-20-5580	TRAINING EXPENSE	3,450.00	675.00	675.00	2,775.00	20
20-20-5602	REPAIRS-W/WATER COLLECTION SYS.	10,000.00	-	-	10,000.00	0
20-20-5660	COLLECTION SYS. PUMP MAINT.	20,000.00	434.72	-	19,565.28	2
Total Dept 20 - WASTEWATER SYSTEMS		2,654,580.00	342,898.84	71,831.46	2,311,681.16	13
TOTAL EXPENDITURES		3,673,811.00	709,499.54	212,666.68	2,964,311.46	19
Fund 20 - WATER SYSTEM:						
TOTAL REVENUES		3,673,811.00	552,924.45	240,208.64	3,120,886.55	15
TOTAL EXPENDITURES		3,673,811.00	709,499.54	212,666.68	2,964,311.46	19
NET OF REVENUES & EXPENDITURES		-	(156,575.09)	27,541.96	156,575.09	

Fund 30 - MFT

Revenues

Dept 00 - GENERAL FUND

30-00-3410	INTEREST EARNED	500.00	7,133.17	2,764.64	(6,633.17)	1427
30-00-3450	MOTOR FUEL TAX	477,444.00	93,682.93	23,473.44	383,761.07	20
Total Dept 00 - GENERAL FUND		477,944.00	100,816.10	26,238.08	377,127.90	21
TOTAL REVENUES		477,944.00	100,816.10	26,238.08	377,127.90	21

Expenditures

Dept 00 - GENERAL FUND

30-00-5462	MFT RESOLUTION	125,000.00	-	-	125,000.00	0
Total Dept 00 - GENERAL FUND		125,000.00	-	-	125,000.00	0
TOTAL EXPENDITURES		125,000.00	-	-	125,000.00	0

Fund 30 - MFT:

TOTAL REVENUES		477,944.00	100,816.10	26,238.08	377,127.90	21
TOTAL EXPENDITURES		125,000.00	-	-	125,000.00	0
NET OF REVENUES & EXPENDITURES		352,944.00	100,816.10	26,238.08	252,127.90	

Fund 31 - PERFORMANCE BOND

Revenues

Dept 00 - GENERAL FUND

31-00-3410	INTEREST EARNED	45.00	828.26	319.13	(783.26)	1841
Total Dept 00 - GENERAL FUND		45.00	828.26	319.13	(783.26)	1841
TOTAL REVENUES		45.00	828.26	319.13	(783.26)	1841

Expenditures

Dept 00 - GENERAL FUND

31-00-8500	TRANSFERS OUT	-	1.58	0.40	(1.58)	100
Total Dept 00 - GENERAL FUND		-	1.58	0.40	(1.58)	100
TOTAL EXPENDITURES		-	1.58	0.40	(1.58)	100

Fund 31 - PERFORMANCE BOND:

TOTAL REVENUES		45.00	828.26	319.13	(783.26)	1841
TOTAL EXPENDITURES		-	1.58	0.40	(1.58)	100
NET OF REVENUES & EXPENDITURES		45.00	826.68	318.73	(781.68)	

Fund 34 - TIF#1 CENTRAL REDEVELOPMENT

Revenues

Dept 00 - GENERAL FUND

34-00-3010	PROPERTY TAX	200,000.00	132,891.90	10,297.68	67,108.10	66
34-00-3410	INTEREST EARNED	400.00	221.94	60.30	178.06	55
Total Dept 00 - GENERAL FUND		200,400.00	133,113.84	10,357.98	67,286.16	66
TOTAL REVENUES		200,400.00	133,113.84	10,357.98	67,286.16	66

Expenditures

Dept 00 - GENERAL FUND

34-00-5061	ADMINISTRATIVE FEES	1,000.00	-	-	1,000.00	0
Total Dept 00 - GENERAL FUND		1,000.00	-	-	1,000.00	0
TOTAL EXPENDITURES		1,000.00	-	-	1,000.00	0

Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:

TOTAL REVENUES		200,400.00	133,113.84	10,357.98	67,286.16	66
TOTAL EXPENDITURES		1,000.00	-	-	1,000.00	0
NET OF REVENUES & EXPENDITURES		199,400.00	133,113.84	10,357.98	66,286.16	

Fund 35 - TIF#2 HIGGINS ROAD IND. PARK

Revenues

Dept 00 - GENERAL FUND

35-00-3010	PROPERTY TAX	886,000.00	469,683.81	-	416,316.19	53
35-00-3410	INTEREST EARNED	650.00	261.40	73.24	388.60	40
Total Dept 00 - GENERAL FUND		886,650.00	469,945.21	73.24	416,704.79	53
TOTAL REVENUES		886,650.00	469,945.21	73.24	416,704.79	53

Expenditures

Dept 00 - GENERAL FUND

35-00-5061	ADMINISTRATIVE FEES	10,550.00	-	-	10,550.00	0
35-00-5071	TIF NOTE INTEREST	289,643.00	-	-	289,643.00	0
35-00-5081	TIF NOTE PRINCIPAL	502,357.00	-	-	502,357.00	0
Total Dept 00 - GENERAL FUND		802,550.00	-	-	802,550.00	0
TOTAL EXPENDITURES		802,550.00	-	-	802,550.00	0

Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:

TOTAL REVENUES		886,650.00	469,945.21	73.24	416,704.79	53
TOTAL EXPENDITURES		802,550.00	-	-	802,550.00	0
NET OF REVENUES & EXPENDITURES		84,100.00	469,945.21	73.24	(385,845.21)	

Fund 40 - DRUG FORFEITURE PD ACCOUNT

Revenues

Dept 00 - GENERAL FUND

40-00-3410	INTEREST EARNED	10.00	4.17	-	5.83	42
Total Dept 00 - GENERAL FUND		10.00	4.17	-	5.83	42
TOTAL REVENUES		10.00	4.17	-	5.83	42

Fund 40 - DRUG FORFEITURE PD ACCOUNT:

TOTAL REVENUES		10.00	4.17	-	5.83	42
TOTAL EXPENDITURES		-	-	-	-	0
NET OF REVENUES & EXPENDITURES		10.00	4.17	-	5.83	

Fund 43 - POLICE PENSION FUND

Revenues

Dept 00 - GENERAL FUND

43-00-3421	UNREALIZED GAIN/LOSS	-	(349,467.55)	(115,125.47)	349,467.55	100
43-00-3490	EMPLOYER CONTRIBUTIONS	326,723.00	-	-	326,723.00	0
43-00-3491	EMPLOYEE CONTRIBUTIONS	76,045.00	31,150.92	6,272.16	44,894.08	41
Total Dept 00 - GENERAL FUND		402,768.00	(318,316.63)	(108,853.31)	721,084.63	-79
TOTAL REVENUES		402,768.00	(318,316.63)	(108,853.31)	721,084.63	-79

Expenditures

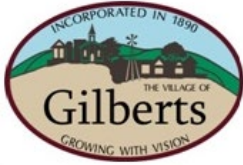
Dept 00 - GENERAL FUND

43-00-5321	PROFESSIONAL FEES	22,444.00	8,688.77	1,424.34	13,755.23	39
43-00-5509	PENSION EXPENSES	168,000.00	75,000.00	15,000.00	93,000.00	45
Total Dept 00 - GENERAL FUND		190,444.00	83,688.77	16,424.34	106,755.23	44
TOTAL EXPENDITURES		190,444.00	83,688.77	16,424.34	106,755.23	44

Fund 43 - POLICE PENSION FUND:

TOTAL REVENUES		402,768.00	(318,316.63)	(108,853.31)	721,084.63	79
TOTAL EXPENDITURES		190,444.00	83,688.77	16,424.34	106,755.23	44
NET OF REVENUES & EXPENDITURES		212,324.00	(402,005.40)	(125,277.65)	614,329.40	

TOTAL REVENUES - ALL FUNDS		14,925,084.00	3,419,845.86	634,948.77	11,505,238.14	23
TOTAL EXPENDITURES - ALL FUNDS		13,647,581.00	4,338,284.45	609,565.67	9,309,296.55	32
NET OF REVENUES & EXPENDITURES		1,277,503.00	(918,438.59)	25,383.10	2,195,941.59	



Village of Gilberts

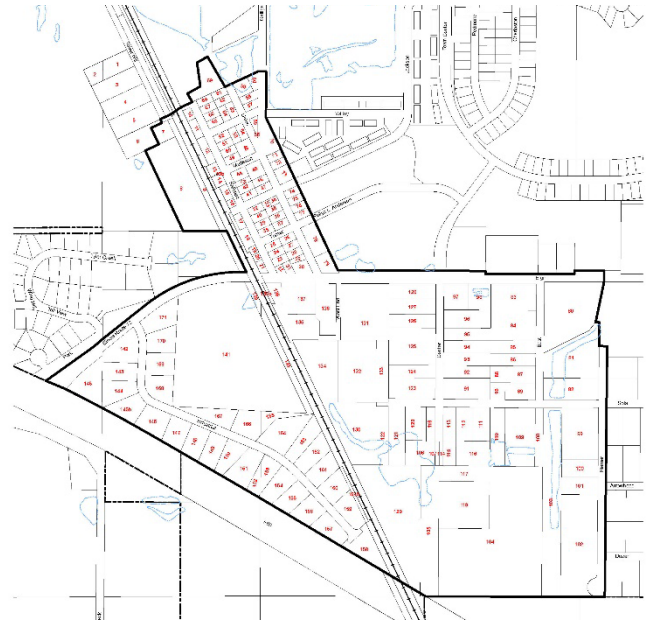
Village Hall
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To: President Zambetti & Board of Trustees
From: Riley Lynch, Management Analyst
CC: Brian Bourdeau, Village Administrator

Date: September 20th, 2022 Village Board Meeting
Re: Item 5.A: Approval of a Proposed Commercial and Industrial Façade Improvement Program Policy and Application

Background:

In 2008, the Village established a Tax Increment Financing (TIF) Redevelopment Plan that encompasses Old Town, the commercial parcels north of Route 72 and most of the industrial park south of Route 72 (See the image to the right). This is known as TIF 1 and was established in accordance with the provisions of the Illinois Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-1 et. seq. (the “Act”). As part of establishing this TIF, the area was evaluated and deemed to be “blighted” per the State’s definition under the TIF Act. The purpose of the TIF is to use the increment funds accumulated in this area for alleviating this blight and providing for community redevelopment.



Since its inception, TIF 1 increment has been used for several infrastructure projects and redevelopment initiatives. Another redevelopment initiative the Village can take using these funds is through a façade improvement program to incentivize businesses to beautify their property and business fronts. A façade program focuses on the faces of businesses and properties that are visible from the public right of way. As such, staff have drafted a façade improvement policy that focuses on commercial and industrial properties within the TIF 1 redevelopment area.

At the regular Board meeting on September 6th, the Board was presented with a draft façade program for discussion for the TIF 1 redevelopment area. With feedback from that discussion, there were three changes to the final program policy that is now before the board for approval. This includes specification that painting projects must be in neutral colors in general conformance with the surrounding area, specification that projects involving brand new construction or expansion are not eligible, and a provision stating that expenses incurred prior to the start of this fiscal year (FY23) are ineligible for this program. The rest of the program policy and application is as it was presented at the September 6th meeting.

Synopsis of the Policy:

Attached to this memo is a draft of the policy and application for The Gilberts Commercial & Industrial Façade Improvement Program (CIFIP). The Gilberts CIFIP is a reimbursement grant program designed to encourage property and business owners within the TIF 1 area to improve the visible exterior of their existing structures. This policy was created by evaluating surrounding municipalities' redevelopment programs and adapting ideas from them to best fit Gilberts and the TIF 1 redevelopment area.

Eligible applicants of this program would submit an application for this grant which includes details pertaining to their proposed façade improvement project. The amount available for the program will be based on what is budgeted each fiscal year. Applications will be considered as they come in, so once the budgeted funds are used up, the grant will not be available until the fiscal year or until the budget is amended. The suggested grant award for any given application is the lesser of 50% of applicable project costs or \$50,000. For example, if an applicant submits for a project that costs \$30,000, they could be awarded up to \$15,000. If an applicant submits for a project that costs \$150,000, they would only be awarded at most \$50,000. Grant awards under this suggested program would only be dispersed after completion of the applicant's project and after the applicant shows proof of payment on the project.

To be eligible for this program, projects must be for existing structures within the TIF 1 Area, they must help further the goals of the Gilberts Redevelopment Plan, and they must conform to the Village's code. See the attached draft CIFIP policy and application for additional details.

Recommendation:

To give businesses within the TIF 1 redevelopment area an incentive to improve and beautify their facades, staff recommends approval of the Gilberts Commercial and Industrial Façade Improvement Program as presented.

VILLAGE OF GILBERTS

ORDINANCE 13-2022

AN ORDINANCE ESTABLISHING THE COMMERCIAL & INDUSTRIAL FAÇADE IMPROVEMENT PROGRAM FOR THE CENTRAL REDEVELOPMENT TIF

WHEREAS, The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. ("*Act*"), to finance redevelopment projects in accordance with and pursuant to the Act; and

WHEREAS, The Village is authorized under the provisions of the Illinois Municipal Code to make grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village, 65 ILCS 5/8-1-2.5; and

WHEREAS, Pursuant to Ordinance No. 08-22, Ordinance No.08-23, and Ordinance No. 08-24, each approved and adopted by the Corporate Authorities on October 22, 2008, the Village approved the Redevelopment Plan and Project for and the creation of the Central Redevelopment Project Area ("*Central Redevelopment TIF*") and authorized the use of Tax Increment Financing pursuant to and in accordance with the Act; and

WHEREAS, the Village desires to further the goals and purposes of the Central Redevelopment TIF through the establishment of a grant program for property owners within the TIF to improve the overall exterior appearance of their businesses and thereby support the transformation of the commercial and industrial areas within the Central Redevelopment TIF into vibrant and well-cared for properties; and

WHEREAS, the grant program for the Central Redevelopment TIF will be known as the Gilberts Commercial and Industrial Façade Improvement Program (CIFIP); and

WHEREAS, the CIFIP is designed to (1) further the objectives of the Redevelopment Plan and Project for the Central Redevelopment TIF, (2) improve the overall image of the Central Redevelopment TIF and thereby increase the property values of commercial and industrial properties within the TIF; (3) strengthen the overall economy, equalized assessed value, and quality of life within the TIF and the Village as a whole; (4) remove and alleviate adverse conditions by encouraging private investment in the rehabilitation and maintenance of properties within the TIF that would not otherwise occur but for the funding provided by the Gilberts CIFIP; (4) assist property owners and tenants with rehabilitating and restoring the visible exterior of existing structures for the betterment of the TIF and the community; and (5) reduce blight and promote the overall health, safety, and welfare of the Village and its residents; and

WHEREAS, the Gilberts CIFIP will provide grant funding only to eligible properties within the Central Redevelopment TIF for specific types of façade improvements, as more fully set forth and detailed in the Commercial & Industrial Façade Improvement Program Policy and Application ("*CIFIP Policy*"), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHREAS, those applicants that qualify for grant funding under the CIFIP Policy and fulfill all the other requirements of the CIFIP Policy will be required to enter into an Economic Incentive Agreement in a form substantially similar to the form attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the Village Board desires to adopt the CIFIP Policy to further the goals and objectives of the Central Redevelopment TIF and to promote the overall health, safety, and welfare of the Village and its residents, and desires to authorize the Village President and Village Administrator to carry out the terms and conditions of the CIFIP and to disburse grant funding only in accordance with the CIFIP Policy, as set forth 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. RECITALS The recitals set forth above are incorporated into Section 1 as set forth herein.

SECTION 2. ESTABLISHMENT OF THE CIFIP. The Corporate Authorities of the Village hereby create and establish the Commercial & Industrial Façade Improvement Program, and adopt the terms, conditions, and requirements of (1) the Commercial & Industrial Façade Improvement Program Policy and Application attached hereto as **Exhibit A**; and (2) the template Economic Incentive Agreement for the Gilberts CIFIP attached hereto as **Exhibit B**.

SECTION 3. AUTHORIZATION. The Corporate Authorities of the Village hereby authorize and direct the Village President and the Village Administrator to (1) carry out and administer the Gilberts CIFIP pursuant to the terms, conditions, and requirements of the CIFIP Policy attached hereto as **Exhibit A**; (2) execute Economic Incentive Agreements with eligible CIFIP Applicants in a form substantially similar to the template Economic Incentive Agreement attached hereto as **Exhibit B**; and (3) disburse grant funds pursuant to executed Economic Incentive Agreements and in accordance with the terms, conditions, and requirements of the CIFIP Policy.

SECTION 4. SEVERABILITY. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this Ordinance is found to be invalid in any one or more of its several applications, all valid applications shall remain in effect.

SECTION 5. REPEAL AND SAVINGS CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however that nothing in this Ordinance shall affect any rights, actions, or causes of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall only be effective upon the passage, approval, and publication in the manner required by law.

ADOPTED THIS _____ DAY OF _____, 2022, pursuant to roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee David LeClercq	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2022

Village President, Guy Zambetti

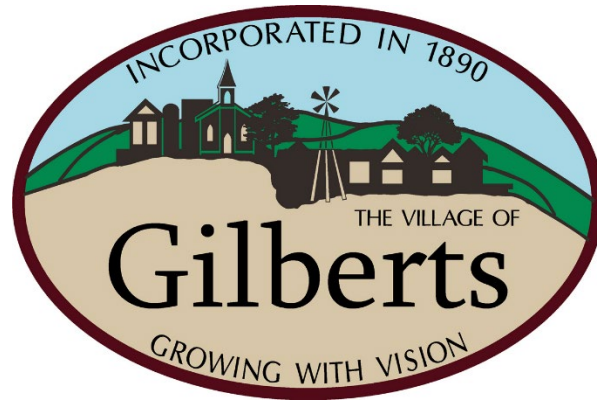
(SEAL)

ATTEST: _____
Village Clerk, Kelly Mastera

Published: _____

EXHIBIT A

Village of Gilberts Commercial & Industrial Façade Improvement Program Policy and Application



Village of Gilberts

**Commercial & Industrial Façade Improvement Program
(CIFIP)**

Policy and Application

Submit Applications to:

Riley Lynch, Management Analyst

87 Galligan Road

Gilberts, IL 60136

Program Purpose

The purpose of the Gilberts Commercial and Industrial Façade Improvement Program (CIFIP) is to encourage property owners within Gilberts to improve the overall exterior appearance of their businesses, and to transform commercial and industrial areas into well-cared for and vibrant properties.

The Gilberts CIFIP seeks to accomplish the following:

- To improve the overall image and increase property values of commercial and industrial properties to strengthen the economy, EAV, and quality of life in the Village.
- To remove and alleviate adverse conditions by encouraging private investment in the rehabilitation and maintenance of owner-occupied properties.
- To assist property owners and tenants with rehabilitating and restoring the visible exterior of existing structures for the betterment of the community.
- To further the objectives of the TIF 1 Redevelopment Plan program including but not limited to reducing or eliminating the recurrence of blighted conditions.

Program Details

The Village of Gilberts will allocate funds on an annual basis, as budgeted. Please note all proposed property improvements are subject to strict review by Village staff and approval by the Village Administrator. Grant funding is subject to the following conditions:

- Grant funding shall be administered in the form of reimbursement following the completion of an approved project, and presentation of a receipt or similar material.
- The total amount available for all grant applications and projects each year of this program will be set forth in the Village's Annual Budget, and will be payable only from available increment funds from the Central Redevelopment TIF (TIF #1) account. Funding will only be provided up to the amount budgeted for that specific fiscal year and only if there are sufficient funds available in the Central Redevelopment TIF (TIF #1) account. Funding is, therefore, wholly contingent upon available budgeting and TIF funds, and the Village make no representations or warranties that CIFIP funding will be available for all applicants.
- The grant shall not exceed 50% of all eligible activities or \$50,000, whichever is less.
- Upon approval by the Village Administrator, applicants must secure a building permit within 60 days and adhere to all building, zoning, and inspection requirements.
- Approved projects must be completed by 12 months after approval of the CIFIP application in order to receive reimbursement funding, unless an extension is requested.

Program Goals (Must meet two of these goals to qualify)

The Gilberts Commercial & Industrial Façade Improvement Program seeks to ensure that all eligible commercial property owners and businesses have an equal opportunity to access support while also allowing for public funds to be invested for the public good. The program goals are as follows:

- Attract, retain, or expand businesses.
- Attract or retain jobs.
- Enhance the overall commercial and industrial façade along the Route 72 corridor.
- Increase the Village's tax base by facilitating development of underutilized properties.

- Provide for the development of public amenities or infrastructure.
- Support Village planning initiatives by advancing catalytic projects identified in Village plans, including but not limited to the Comprehensive Plan and TIF 1 Redevelopment Plan.
- Encourage development projects that enhance the streetscape and pedestrian experience and improve the vitality of commercial districts by adding interest and activity on the first floor of mixed-use buildings and parking facilities.

Program Eligibility

All commercial and industrial property owners and business owners within TIF #1 are eligible for to apply this program. Additionally, all proposed projects must conform to the Village’s Code of Ordinances and the Unified Development Ordinance including site development standards.

The following property owners are NOT eligible:

- Property/business owners not with TIF District #1 (Map of the TIF district available at www.vilageofgilberts.com)
- Property/business owners of properties or structures which are unpermitted nonconforming uses according to the Village’s zoning code.
- Property/business owners in default of any municipal fees or taxes or property taxes.
- Property/business owners with outstanding building, zoning, property maintenance, or Village Code violations on any properties owned and/or occupied by them within the Village of Gilberts that would not otherwise be corrected by applying for the program.
- Property owners or properties who have received Façade Improvement Program funding in the past 5 years.
- Property owners who are Village officials or employees of the Village of Gilberts.

Examples of projects eligible for grant funding include:

- | | |
|--|--|
| • Façade cleaning | • Fences (Other than chain-link) |
| • New siding and siding repair (Except when replacing with metal siding) | • Landscaping retaining walls and improvements |
| • Front and wrap-around porches | • Painting with neutral colors in general conformance with the surrounding area |
| • Front patios and walkways | • Windows and doors |
| • Decorative masonry walls | • Tuckpointing |
| • Exterior cornices | • Awnings/canopies |
| • Exterior lighting and/or lighting improvements | • Restoration of brick using a non-abrasive paint removal material (e.g., corn cob or walnut shell pieces, etc.) |
| • Pitched roofs | • Similar & compatible projects as approved by the Village Administrator |
| • Removal of inappropriate exterior finishes, materials, or features | |
| • Replacement of sidewalks in the public right-of-way | |

Examples of ineligible projects include:

- Building permit fees and related costs
- Professional service fees including but not limited to design, engineering, architectural, and structural fees
- Replacement of driveways or parking lots.
- Signs, sign fees and related costs
- Flat roofs
- Landscaping maintenance
- Painting masonry that was not previously painted
- Sandblasting of brick
- Acquisition of land and/or buildings
- New construction, building expansion, or development not directly related to improving a façade.
- Projects not visible from the public right-of-way
- Projects completed prior to receiving approval for this grant program.

Program Application Process

Property owners seeking CIFIP grant funding shall apply as follows:

- Applications will be accepted by the Village beginning January 1st of each new year through October 31st of that year. Applications submitted between October 31st and December 31st will be considered for the next year's program. Applications and awards are considered in the order in which they are received. **Only expenses incurred after May 1, 2022 will be eligible for CIFIP grant funding.**
- Submit the application to:
Riley Lynch, Management Analyst
Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
- Application Checklist: The following items must be attached to your application. Applications will be considered incomplete until all of the items have been received.
 - Completed Façade Improvement Program application
 - Completed and signed Grant Agreement
 - Proof of ownership or owner authorization
 - Proof of property taxes paid
 - Photos of commercial structure to be improved
 - Detailed description and sketch/rendering of the work to be performed (including building materials and color scheme)
 - Working architectural drawings, if requested
 - Schedule of work to be completed

Program Review and Approval Process

Applications will be reviewed and approved according to the following process:

- Applications will be reviewed as they are submitted and approved on a rolling basis until the funds budgeted for that program year are depleted.
- The Village will evaluate each application for its extent/scope of work proposed, the applicant's eligibility for the program, and its potential to contribute to the specified goals.
- Following the review process, and determination that the proposed project and location is eligible for this program, Village staff will recommend which applications should receive funding based upon the adopted budget.
- After recommendation by staff, the Village Administrator will make the final approval of the application. *The Village of Gilberts retains the right to approve/deny an entire request or portions thereof.*
- No application is approved and no grant funding will be provided unless and until the Applicant and the Village execute a CIFIP Economic Incentive Agreement in a form substantially similar to the form attached hereto.

Program Reimbursement

Project reimbursement will occur upon completion of the project and final inspection by the Village as outlined in the accompanying grant agreement. If costs exceed the original estimates, the property owner will be responsible for the full amount of the excess. The Village will not reimburse more than the total amount specified in the letter of intent. If any work commences before authorization is granted, these costs will not be eligible for reimbursement. The following items must be submitted in order to process the reimbursement:

- Letter requesting reimbursement
- Final inspection(s) for permitted work
- Final inspection verifying the work has been completed in accordance with the proposed project.
- Copies of all final invoices
- Signed and notarized waiver(s) of lien on the property
- Proof of payment (i.e. canceled check, credit card statement, receipt, invoice, etc.)

Upon submittal of all applicable reimbursement materials, reimbursement will be placed on the warrant list for approval of the reimbursement payment by the Village Board at a regularly scheduled Village Board meeting. *Please note, this process can take up to 4 weeks.*

Program Penalties

All applicants granted financial support are required to comply with all Village codes and ordinances. Failure to do so, as documented by citations issued by the Village of Gilberts, will subject that awardee to all applicable fines and penalties allowable under Village code including a reduction in this program's grant funding in part or in full.

Any intentional removal or modification to the façade improvement which is not in accordance with the approved project, or any business operation that ceases within three years will require reimbursement of awarded funds. The reimbursement of the award will adhere to the grant agreement and the following table:

<u>Timing of Default Event</u>	<u>Percentage of Award that must be refunded</u>
Within 1 year of Award payment	100%
Within 2 years of Award payment	67%
Within 3 years of Award payment	33%

Questions

Interested property owners are encouraged to contact the Village prior to submitting an application for any questions regarding the Gilberts Commercial & Industrial Façade Improvement Program. Inquiries can be directed to Riley Lynch, Management Analyst at 847-428-2861 x603 or rlynch@villageofgilberts.com.

Checklist of Required Attachments

- Completed Façade Improvement Application
- Proof of Property Ownership
- Proof of Paid Property Taxes
- Photos of Structure to be Improved
- Detailed Description and Sketch/Rendering of the Work to be Performed (Including building materials, and other relevant details)
- Working Architectural Drawings, if requested
- Copies of a Minimum of 3 Qualified Bids for each Portion of the Project in which Funding is being Requested
- Schedule of Work to be Completed

Statement of Understanding

- I (we), agree to comply with the stipulations, guidelines, and procedures of the Village of Gilberts' CIFIP. I have read and understand the policy as described.
- I (we) certify that the information supplied in this application is, to the best of my (our) knowledge, true, accurate, and complete, and is provided for the purpose of obtaining approval to participate in the Village of Gilberts' CIFIP.
- I (we) understand that I (we) must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- I (we) understand that any and all work, requiring a Village building permit, must be performed in accordance with and must meet any and all Federal, State, and local building code standards.
- I (we) understand that work done before a Façade Improvement Agreement is approved by the Village is not eligible for a grant.
- I (we) understand the Façade Improvement reimbursement grants are subject to taxation and that the Village is required to report the amount and recipient of said grants to the IRS.
- I (we) agree to hold harmless, indemnify, and defend the Village of Gilberts, and their employees and agents, for any and all liabilities arising out of this application, loan, construction or other project(s), and any agreement to share costs, including but not limited to any and all lawsuits or other disputes.

Applicant's Signature: _____ **Date:** _____

Owner Authorization (If applicable)

If the applicant is not the owner of the property, you must have the following certificate:

I certify that I am the owner of the property at _____, and that I authorize the applicant to apply for a reimbursement grant under the Village of Gilberts' Commercial & Industrial Façade Improvement Program (CIFP) and undertake the approved improvements.

Owners Printed Name: _____ **Phone:** _____

Owners Signature: _____ **Date:** _____

Village Use Only

Date Received: _____ **Was the Application Complete?** Yes No

Staff Signature: _____ **Date:** _____

CIFIP Boundary (TIF #1)



EXHIBIT B

Template Gilberts CIFIP Economic Incentive Agreement

***THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:***

Village of Gilberts
Attn: Village Clerk
87 Galligan Road
Gilberts, IL 60136

Above space reserved for recorder's use

GILBERTS COMMERCIAL & INDUSTRIAL FAÇADE IMPROVEMENT PROGRAM

CENTRAL REDEVELOPMENT TIF

ECONOMIC INCENTIVE AGREEMENT

BY AND BETWEEN

THE VILLAGE OF GILBERTS

AND

(_____, Gilberts, Illinois)

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT (“*Agreement*”), is dated the _____ day of _____, 202__ (“*Effective Date*”), and is by and between the **VILLAGE OF GILBERTS**, an Illinois municipal corporation with offices located at 87 Galligan Road, Gilberts, Illinois (“*Village*”) and _____, an _____ with offices located at _____ (“*Recipient*”) (the Village and Recipient are collectively referred to as “*Parties*” and sometimes individually as a “*Party*”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

A. The Recipient holds legal title to the property commonly known as _____, Gilberts, Illinois, legally described in Exhibit A (“*Property*”).

B. The Recipient has operated a _____ (“*Business*”) on the Property for the last _____ years.

C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (“*Act*”), to finance redevelopment projects in accordance with and pursuant to the Act.

D. The Village is authorized under the provisions of the Illinois Municipal Code to make grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village, 65 ILCS 5/8-1-2.5.

E. Pursuant to Ordinance No. 08-22, Ordinance No.08-23, and Ordinance No. 08-24, each approved and adopted by the Corporate Authorities on October 22, 2008, the Village approved the Redevelopment Plan and Project for and the creation of the Central Redevelopment Project Area (“*Central Redevelopment TIF*”) and authorized the use of Tax Increment Financing pursuant to and in accordance with the Act.

F. The Property is located within the boundaries of the Central Redevelopment TIF.

G. The Village has established and administers the Commercial & Industrial Façade Improvement Program (“*CIFIP*”) allowing eligible property owners within the Central Redevelopment TIF to apply for and receive economic incentive grant funding for certain rehabilitative purposes.

H. The Recipient submitted the application attached as Exhibit B (“*Application Documents*”) seeking a CIFIP tax increment financing grant award (“*CIFIP Grant*”).

I. The Recipient specifically seeks the CIFIP Grant to improve the overall exterior appearance of the Business and Property, including, without limitation, making the improvements more fully described in Exhibit C (“*Improvements*”).

J. Pursuant to the Act, including, without limitation, 65 ILCS 5/11-74.4-3(q), the Village is authorized to appropriate and expend funds for reimbursement of certain development or redevelopment costs within tax increment financing districts, including, without limitation, costs of rehabilitation, reconstruction, or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements.

K. The Village finds and determines that providing the CIFIP Grant to the Recipient will (1) further the objectives of the Redevelopment Plan and Project for the Central Redevelopment TIF, (2) improve the overall image of the Central Redevelopment TIF and thereby increase the property values of commercial and industrial properties within the TIF; (3) strengthen the overall economy, equalized assessed value, and quality of life within the TIF and the Village as a whole; (4) remove and alleviate adverse conditions by providing an incentive to the Recipient to invest in the Property that would not otherwise occur but for the funding provided by the Gilberts CIFIP; (4) assist the Recipient with the rehabilitation and restoration of the visible exterior of the Property for the betterment of the TIF and the community; and (5) reduce blight and promote the overall health, safety, and welfare of the Village and its residents.

L. The Village Board find that it is necessary and desirable to provide the Recipient a CIFIP Grant in the amount of \$ _____, and that doing so is consistent with the Act and the CIFIP rules and regulations.

SECTION 2. CIFIP TAX INCREMENT FINANCING GRANT AWARD.

A. Subject to this Agreement’s terms, the Village agrees to provide to the Recipient an award in the amount of _____ and [no]/100ths (\$ _____) dollars (“*Award*”) to allow the recipient to invest in the Business and to support the Business’s success in the Village and to further implement the Redevelopment Plan and Project for the Central Redevelopment TIF. This Award will only be provided to the Recipient to reimburse the Recipient for TIF eligible costs.

B. Upon completing installing the Improvements and the Village’s completion of a final inspection of the Property for the permitted work in accordance with this Agreement and all Village codes, rules, and regulations, as amended, the Recipient shall submit to the Village: (1) a letter requesting reimbursement pursuant to this Agreement; (2) a report of the final inspection for permitted work; (3) a report of the final inspection verifying the work has been completed in accordance with the proposed project; (4) copies of all final invoices showing the cost of services concerning the Improvements; (5) signed and notarized final lien waivers from all of Recipient’s contractors, subcontractors, employees, or individuals providing any services concerning the Improvements; and (6) proof of payment of all costs associated with the Improvements (collectively, “*Recipient Documents*”).

C. Within sixty (60) days of receiving a complete set of Recipient Documents, the Village will issue a check to the Recipient in the amount of the Award. In no case shall the Village's payment exceed the Award amount, regardless of the amount of any costs incurred by the recipient.

D. The Award will be payable to the Recipient only from available increment funds from the Central Redevelopment TIF and from no other source. The Recipient will have no recourse against the Village's general fund or other Village revenues.

SECTION 3. MAINTENANCE.

A. Upon Recipient's completion of the Improvements pursuant to this Agreement and at all times during this Agreement's term, the Recipient shall be responsible for preserving and maintaining the Improvements in the condition and state set forth in Exhibit C and in full compliance with all Village codes, rules, and regulations, as amended, including, without limitation, this Agreement and CIFIP rules and regulations.

B. The Village Administrator or his designee ("**Administrator**") may, upon reasonable notice, periodically review the progress and condition of the Improvements. Such inspections shall not replace or be a substitute for any required inspection by the Village or other entity with jurisdiction over the Property. All improvements the Village finds not to be in compliance with Exhibit C shall be immediately remedied by the Recipient and deficient or improper improvements shall promptly be replaced and made to comply with Exhibit C.

SECTION 4. DEFAULT; CLAWBACK; REMEDIES.

A. If, within three (3) years of the date the Village delivers the Award to the Recipient, the Recipient relocates its business outside of the Village, ceases business operations, fails to comply with the terms of this Agreement, fails to comply with CIFIP rules and regulations, or fails to maintain the Improvements in the condition and state set forth in Exhibit C (collectively, "**Default Event**"), the Recipient must refund the Village in accordance with the following:

<u>Timing of Default Event</u>	<u>Percentage of Award that must be refunded</u>
Within 1 year of Award payment	100%
Within 2 years of Award payment	67%
Within 3 years of Award payment	33%

B. If the Recipient fails for any reason whatsoever to: (1) apply for and obtain all permits and approvals necessary to construct the Improvements within 6 months of the Effective Date; and (2) apply for and receive from the Village a full and binding occupancy certificate within 12 months of the Effective Date this Agreement and the Parties' rights and obligations hereunder will automatically terminate, and the Recipient shall not be entitled to receive any Award.

C. If the Recipient fails for any reason whatsoever to complete the Improvements in conformity with Exhibit C and the terms of this Agreement, then upon written notice given by the

Administrator to the Recipient, this Agreement shall terminate and all the Village's obligations and duties under this Agreement, including, without limitation, the payment of the Award to the Recipient, shall become null and void.

D. In the event that the Recipient fails for any reason whatsoever to pay any amount owed pursuant to Section 4.A., or otherwise violates any provision of this Agreement or CIFIP rules and regulations, the Village may pursue, and hereby reserves, any and all remedies, including, without limitation, all remedies available at law or in equity. This Section 4.D. shall survive the voluntary or involuntary termination of this Agreement.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. Insurance. Recipient will procure and deliver to the Village evidence of such insurance policies, at the Recipients cost and expense, and shall maintain in full force and effect through the term of this Agreement, a policy or policies of commercial general liability insurance and, during any period of constructing the Improvements, contractor's liability insurance, with liability coverage under the commercial general liability insurance to be not less than one million and [no]/100 (\$1,000,000.00) dollars each occurrence and two million and [no]/100 (\$2,000,000.00) dollars aggregate. All such policies shall in such form and issued by such companies as shall be reasonably acceptable to the Village Attorney to protect the Village and the Recipient against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Property. Each such policy shall name the Village as an additional insured. Any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereunder. The Village shall be given written notice at least thirty (30) days prior to any cancellation or material amendment of any policy required hereunder.

B. Village Review. The Recipient acknowledges and agrees that the Village is not, and shall not be, in any way liable for damages or injuries that may be sustained as the result of the Villages review and approval of any plans for the Property, including, without limitation, the issuance of any approvals, permits, certificates, or acceptances for the Property or the Village's approval of this agreement, that the Village's review and approval of those plans and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Recipient, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damages or injury of any kind at any time.

C. Village Procedure. The Recipient acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

D. Indemnity. The Recipient releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to defend, indemnify, and hold harmless the Village and its elected and appointed officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, investigations, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the Improvements, the Property, or the Agreement,

including, without limitation, actions or claims arising from or related to the Prevailing Wage Act (820 ILCS 30/0.01, *et seq.*) (“*Act*”). The Recipient further covenants and agrees to pay for or reimburse the Village and its elected and appointed officials, officers, employees, and agents for any and all costs, reasonable attorney’s fees, liabilities, and expenses incurred in connection with investigating, defending against, or otherwise in connection with any such losses, claims, damages, liabilities, investigations, or causes of action. The Village shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive this Agreement’s voluntary or involuntary termination.

The Recipient understands and acknowledges that, depending on how the Recipient uses the Award, the Award and any work or labor the Recipient purchases with the Award may become subject to the Act. The Recipient covenants and agrees to comply, and to contractually obligate and cause its construction manager, any general contractor, each subcontractor or other applicable entity or person to comply with the applicable requirements of the Act. All contracts subject to the Act shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the prevailing wage rates are revised, the revised rates shall apply to all such contracts. The Recipient shall provide the Village with copies of all such contracts entered into by the Recipient or others to evidence compliance with this Section. The Recipient together with its contractors, subcontractors, agents, employees and others may be obligated to provide such documents, information and certifications, including appropriate payroll certifications, as are necessary to comply with the Act. The Recipient will maintain segregated accounting records detailing expenses incurred and paid for with public and private funds.

SECTION 6. RECIPIENT’S OBLIGATIONS.

A. Construction of Improvements.

1. Construction. The Recipient shall construct and install the Improvements on the Property in substantial compliance with the project scope, site plans, architectural plans and elevations, engineering plans, and plats, as appropriate, submitted to and approved by the Village. Further, the Recipient will at all times operate and maintain the Improvements, Business, and Property in compliance with all applicable Village, state, and federal laws, ordinances, rules, and regulations, including, without limitation, all applicable zoning ordinances, building codes, environmental codes, life safety codes, and tax ordinances, rules, and regulations of the Village, as the same may be amended from time to time.
2. Construction Permits. No construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until the Recipient has received approval from all necessary Village commissions, boards, and departments, and has been issued valid and binding building permits. Further, no business operation or occupancy of the Property may occur prior to the issuance of a full and binding occupancy certificate.

3. Fees, Costs, and Expenses. The Recipient shall be responsible for and pay all Village imposed fees on the construction and operation of the Business, including, without limitation: a) all Village costs incurred administering CIFIP and the Agreement; b) all Village costs incurred drafting and negotiating this Agreement, including legal fees and expenses; and c) the Village's costs and fees incurred enforcing this Agreement, including reasonable legal fees, expenses, and appeal costs and fees.
4. Modifications to Improvements. For the time period beginning on the Effective Date and ending on the third anniversary of the date the Village delivers the Award to the Recipient, the Recipient shall not enter into any Agreement or contract or take any action or inaction to alter, change or remove the Improvements, or the approved design thereof, nor shall Recipient undertake any other changes, by contract or otherwise, to the Improvements unless such changes are first submitted to the Administrator, and any additional review body designated by the Administrator, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in Exhibit C.

B. Certificate of Assistance. The Recipient agrees to place a certificate, in a form provided by the Village, indicating the Recipient is a participant in CIFIP, in the front window or other location on the premises that is visible to the public during this Agreement's term.

SECTION 7. TERM.

Except as otherwise provided herein, this Agreement's term shall begin on the Effective Date and end on the third anniversary of the date the Village delivers the Award to the Recipient.

SECTION 8. GENERAL PROVISIONS.

A. Recordation. This Agreement shall be recorded with the office of the Kane County Recorder at the Recipient's expense. All contracts and deeds of conveyance relating to the property, or any part thereof, and all contracts conveying an ownership interest in the Business, shall be subject to the provisions of this Agreement.

B. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

C. Assignment. No part of this Agreement may be assigned by any of the Parties hereto without prior written consent of the other Parties.

D. CIFIP. The recipient represents and warrants that the statements and representations in the Application Documents are true, accurate, and complete. Recipient's failure

to provide truthful, accurate, or complete Application Documents, shall constitute a Default Event and will relieve the Village of its duties and obligations under this Agreement, including, without limitation, payment of the Award.

E. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties hereto. All prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect.

F. Amendments and Modifications. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the Parties pursuant to all applicable statutory procedures.

G. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

H. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights or any other rights.

I. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid.

Notices and communications to the Recipient shall be addressed to, and delivered at, the following address:

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136
Attn: Brian Bourdeau

With a copy to:

Ancel Glink, P.C.
140 South Dearborn Street, 6th Floor
Chicago, Illinois 60603
Attn: Kurt S. Asprooth

J. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue for any dispute relating to this Agreement shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

K. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidate thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

L. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement, and any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

M. Exhibits. Exhibits A – C attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. Any conflict between the terms of this Agreement and its exhibits shall be resolved in favor of this Agreement.

N. Authority to Execute.

1. The Village. The Village hereby represents to the Recipient that the persons executing this Agreement on its behalf have been properly authorized to do so by its Village Board.
2. The Recipient. The Recipient hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution,

delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Recipient will (a) result in a breach or default under any agreement to which the Recipient is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Recipient or the Property are subject, and to which the Recipient has actual or constructive knowledge.

O. Freedom of Information Act Compliance. The Recipient agrees to maintain, without charge, all records and documents concerning or relating to this Agreement and the Property in accordance with the Freedom of Information Act 5 ILCS 140/1, *et seq.* (“**FOIA**”). Upon Village’s request, the Recipient shall produce all records requested by Village within the timeframe requested by Village, and if additional time is needed to compile the requested records, the Recipient shall promptly notify the Village. In the event that either party is found to have not complied with FOIA due to the other party’s failure to produce documents or otherwise appropriately respond to a request under FOIA, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys’ fees and penalties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above.

VILLAGE OF GILBERTS,
an Illinois municipal corporation

By: _____
Guy Zambetti, Village President

ATTEST:

By: _____
Kelly Mastera, Village Clerk

Dated: _____

_____ ,

an _____

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO**
HEREBY CERTIFY THAT _____, the _____ of
_____, an _____, is personally
known to me to be the same persons whose name is subscribed to the foregoing instrument, and
appeared before me this day in person, and acknowledged that he signed, sealed and delivered the
said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 202__.

Signature of Notary

Seal

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Guy Zambetti and Kelly Mastera, the Village President and Village Clerk, respectively, of the **VILLAGE OF GILBERTS**, an Illinois municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 202__.

Signature of Notary

Seal

My Commission expires:_____

Exhibit A

Property's Legal Description

P.I.N.: _____

Commonly Known As: _____, Gilberts, Illinois

Exhibit B

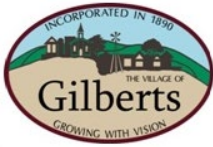
Application

[Attached]

Exhibit C

Description and Depiction of Improvements

[Attached]



Village of Gilberts

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

From: Brian Bourdeau, Village Administrator
Taunya Fischer, Finance Director
Date: Sep 20, 2022 Village Board Meeting
Re: Item 5.B: Budget Amendment to the Fiscal Year 04-30-2023 Budget.

Background

The sole purpose of this amendment is to account for the Façade Improvement Grant that will be within the TIF 1 budget for the 4/30/2022 to 4/30/2023 fiscal year. One account is affected.

Description	Account #	Old Amount	New Amount	Reason
TIF 1 Minor Projects	34-00-5451	-	100,000.00	Façade Improvements

This number can always be adjusted should there be more interest in the program than anticipated.

VILLAGE OF GILBERTS

ORDINANCE 14-2022

AN ORDINANCE AMENDING THE FISCAL YEAR 2023 BUDGET FOR THE FISCAL YEAR ENDING APRIL 30, 2023

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 Statutes, 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, 2023 as a part of Ordinance 07-2022; 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, 2023 are as follows:

Description	Account #		New Budget
TIF 1 Minor Projects	34-00-5451	is amended to	100,000.00

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

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

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

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this _____ day of _____, 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee David LeClercq	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

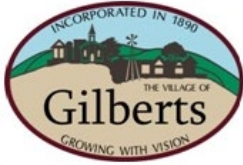
APPROVED this _____ day of _____, 2022

(SEAL)

Village President Guy Zambetti

ATTEST: _____
Kelly Mastera, Village Clerk

Published: _____



Village of Gilberts

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

To: President Zambetti and the Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: September 20, 2022 Village Board Meeting
Re: Item 5.C: An Ordinance Approving the Final Plat of Subdivision and Final PUD Plans for Phase 2B-3 of the Conservancy Development

On September 14, 2022, the Plan Commission met to consider the Final Plat for Neighborhood 2B-3 of the Conservancy. The Commission provided a unanimous recommendation for the Final Plat of Neighborhood NH2B-2 subject to the following conditions:

- A) 4 single-family units and 40 additional townhome units are being platted in NH2B-3, leaving no residential units left for all of NH2.
- B) Confirmation by the Village Engineer that all outstanding engineering items as noted in the conditional approval letter dated October 8, 2020, which was returned with comment on December 4, 2020, and NH2B-3 supplemental engineering letter dated July 11, 2022, which was returned July 14, 2022 have been addressed and no new issues have arisen;
- C) The Covenants covering the area of NH2B-3 be approved by the Village Attorney and recorded prior to recordation of the final plat;
- D) Development will be subject to the Annexation Agreement and PUD Ordinance, as amended, and all applicable laws, ordinances, and regulations, including applicable restrictions on the issuance of building permits; and
- E) Performance security must be posted for all public improvements required for NH2B-3 prior to recordation of the final plat.

Included in your packet is the Ordinance to approve the final plat for Neighborhood NH2B-3. Due to packet size, the Staff memo provided to the Plan Commission which included a copy of the final plat and engineering documents are available at the following [link](#).

Village Board Packet Attachments:

1. Ordinance approving the final plat/PUD plans for Phase 2B-3

VILLAGE OF GILBERTS

ORDINANCE 15-2022

AN ORDINANCE APPROVING THE FINAL PLAT OF SUBDIVISION AND FINAL PUD PLANS FOR PHASE 2B-3 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 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 has been amended from time-to-time including in the Third Amendment to the Annexation Agreement (“*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 PUD Ordinance has been amended from time-to-time including the Second Amendment to the PUD Ordinance approved in 2019 (“*Amended PUD Ordinance*”); and

WHEREAS, the Village previously approved final plats of subdivision and final PUD plans for Phase 1, Phase 2A-1, Phase 2A-2, Phase 3A, Phase 2B-1, and Phase 2B-2 of the Gilberts Development Parcel; and

WHEREAS, Gilberts Development LLC subsequently submitted an application requesting approval of a final plat of subdivision and final PUD plan for Phase 2B-3 of the Gilberts Development Parcel, consisting of 4 single-family lots and 40 townhome lots; and

WHEREAS, the Final Plat of Subdivision and Final PUD Plan for Phase 2B-3 are substantially in conformity with the preliminary plat and plans approved by the Village Board in the Second Amendment to the PUD Ordinance approved in 2019; and

WHEREAS, on September 14, 2022, the Village Plan Commission conducted a meeting to consider the Final Plat and Final PUD Plans for Phase 2B-3 of the Gilberts Development Parcel, and made a recommendation of approval to the Village Board, subject to various conditions; and

WHEREAS, the Village Board has considered the request for approval of Gilberts Development LLC’s Final Plat of Subdivision and Final PUD Plans for Phase 2B-3 of the Gilberts Development Parcel and determined that the requested approvals are in the best interests of the Village and its residents, subject to the conditions contained in this Ordinance, the Amended PUD Ordinance, and the Amended Annexation Agreement.

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

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

Section 2. **Approval of Final Plat of Subdivision for Phase 2B-3.** Subject to the conditions set forth in Section 4 of this Ordinance, as well as the other approvals granted by this Ordinance, the Amended PUD Ordinance, and the Amended Annexation Agreement, the Village President and Board of Trustees hereby approves the Final Plat of Subdivision for Phase 2B-3 of the Gilberts Development Parcel, which Plat is attached hereto as **Exhibit B**.

Section 3. **Approval of Final PUD Plans for Phase 2B-3.** Subject to the conditions set forth in Section 4 of this Ordinance, as well as the other approvals granted by this Ordinance, the Amended PUD Ordinance, and the Amended Annexation Agreement, the Village President and Board of Trustees hereby approve the Final PUD Plan for Phase 2B-3 of the Gilberts Development Parcel, which Plans are attached hereto as **Exhibit C**.

Section 4. **Conditions.** The approvals granted in Sections 2 and 3 of this Ordinance 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 Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on Phase 2B-3 of the Gilberts Development Parcel pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance 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, and only after the developer has provided the required performance security for all public improvements required for Phase 2B-3, including the improvements required by the Amended Annexation Agreement for this phase.
- B. **Final Engineering Plan Approval.** Prior to any permit being issued for any work in Phase 2B-3, final engineering plans must be approved by the Village Engineer, including addressing the outstanding issues raised by the Engineer in its letter dated October 8, 2020, as modified on December 4, 2020, and the Engineer's supplemental letter dated July 11, 2022, as modified on July 14, 2022, to the satisfaction of the Village Engineer.
- C. **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.
- D. **Continued Effect of the Planned Unit Development and Annexation Agreement.** The Amended PUD Ordinance and the Amended Annexation Agreement shall remain in full

force and effect, and the Owner shall comply with all requirements, conditions, and restrictions therein.

- E. Declaration of Covenants. A declaration of covenants and restrictions for Phase 2B-3 or an amendment to the existing declaration of covenants recorded against portions of the Conservancy Development to add Phase 2B-3 shall be recorded against the Phase 2B-3 property in accordance with the requirements of Section 24.A of the Annexation Agreement, as amended by the Amended Annexation Agreement. The declaration shall include, at a minimum, provisions regarding maintenance by the developer, management company, or owners' association of the outlots, common areas, storm water facilities, and natural resource and other protected areas on the attached plat. The declaration of covenants and restrictions will be subject to review by the Village Attorney and the reasonable approval of the Village.

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

Section 5. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 6. 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 ordinances.

Section 7. Effective Date. Upon its passage and approval according to law, this Ordinance shall, by authority of the Board of Trustees, be published in pamphlet form.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee David LeClercq	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2022

Village President, Guy Zambetti

(SEAL)

ATTEST: _____
Village Clerk, Kelly Mastera

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

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; 02-11-404-0011 02-11-404-006; 02-11-404-007; 02-11-404-008; 02-11-404-009; 02-11-451-001; 02-11-451-011; 02-11-451-002; 02-11-451-012; 02-11-451-003; 02-11-451-013; 02-11-451-004; 02-11-451-014; 02-11-451-005; 02-11-451-015; 02-11-451-006; 02-11-451-016; 02-11-451-007; 02-11-451-017; 02-11-451-008; 02-11-451-018; 02-11-451-009; 02-11-451-019; 02-11-451-010; 02-11-451-020; 02-11-349-001; 02-11-349-002; 02-11-349-003; 02-11-349-004; 02-11-349-005; 02-11-349-006; 02-11-349-007; 02-11-349-008; 02-11-349-009; 02-11-403-001; 02-11-403-002; 02-11-403-003; 02-11-403-004; 02-11-403-005; 02-11-403-006; 02-11-403-007; 02-11-403-008; 02-11-403-009; 02-11-405-001; 02-11-405-002; 02-11-405-003; 02-11-405-004; 02-11-405-005; 02-11-405-006; 02-11-405-007; 02-11-405-008; 02-11-405-009; 02-11-405-010; 02-11-405-011; 02-11-405-012; 02-11-405-013; 02-11-405-014; 02-11-405-015; 02-11-405-015; 02-11-405-016; 02-11-405-017; 02-11-405-018; 02-11-405-019; 02-11-425-002; 02-11-425-003; 02-11-425-004; 02-11-425-005; 02-11-425-006; 02-11-425-007; 02-11-425-008; 02-11-425-009; 02-11-425-010; 02-11-425-011; 02-11-425-012; 02-11-425-013; 02-11-425-014; 02-11-425-015; 02-11-425-016; 02-11-425-017; 02-11-425-018; 02-11-425-019; 02-11-425-020; 02-11-452-001; 02-11-452-002; 02-11-452-003; 02-11-452-004; 02-11-452-005; 02-11-452-006; 02-11-452-007; 02-11-452-008; 02-11-452-009; 02-11-452-010; 02-11-452-011; 02-11-452-012; 02-11-452-013; 02-11-452-014; 02-11-452-015; 02-11-452-016; 02-11-452-017; 02-11-452-018; 02-11-452-019; 02-11-475-002; 02-11-475-003; 02-11-475-004; 02-11-475-005; 02-11-475-006; 02-11-475-007; 02-11-475-008; 02-11-475-009; 02-11-475-010; 02-11-475-011

Exhibit B

Final Plat of Subdivision for Phase 2B-3

[ATTACH]

SURVEYOR'S NOTES

- THIS SUBDIVISION CONSISTS OF LOTS 119 THROUGH 122, LOTS 1001 THROUGH 1009, OUTLOT T, OUTLOT U AND ARE PART OF AN INTEGRAL NUMBERING SYSTEM TO EMBRACE ALL OF THE CONSERVANCY - NEIGHBORHOOD 2B SUBDIVISION.
- THIS SUBDIVISION IS PART OF PLANNED UNIT DEVELOPMENT AS DESCRIBED IN VILLAGE OF GILBERT ORDINANCE NUMBER 08-2019 RECORDED JULY 9, 2019 AS DOCUMENT NUMBER 2019K029087. SAID ORDINANCE IS SUBJECT TO CHANGE.
- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESES (456.67) ARE RECORD OR DEED VALUES.
- THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
- IN ACCORDANCE WITH CHAPTER 765 ILCS SECTION 205/1 5/8" X 24" LONG IRON RODS WILL BE SET AT ALL PROPERTY CORNERS AND POINTS OF GEOMETRIC CHANGE.
- UPON THE RECORDING OF THIS SUBDIVISION PLAT THE TEMPORARY UTILITY EASEMENTS SHOWN HEREON SHALL BE AUTOMATICALLY VACATED AND TERMINATED AS SET FORTH AND DESCRIBED IN TEMPORARY UTILITY EASEMENT PROVISIONS ON PLAT OF EASEMENT RECORDED AS DOCUMENT NUMBER 2022K008067.
- THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2023.

FINAL PLAT OF SUBDIVISION
OF
THE CONSERVANCY NEIGHBORHOOD 2B-3

BEING PART OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS

OWNER/DEVELOPER

GILBERTS DEVELOPMENT FN, LLC A
DELAWARE LIMITED LIABILITY COMPANY
340 W BUTTERFIELD ROAD, UNIT 2D
ELMHURST, ILLINOIS 60126

EXISTING PROPERTY AREA

3,449,699 SQUARE FEET (79.194 ACRES)

PROPOSED PROPERTY AREA

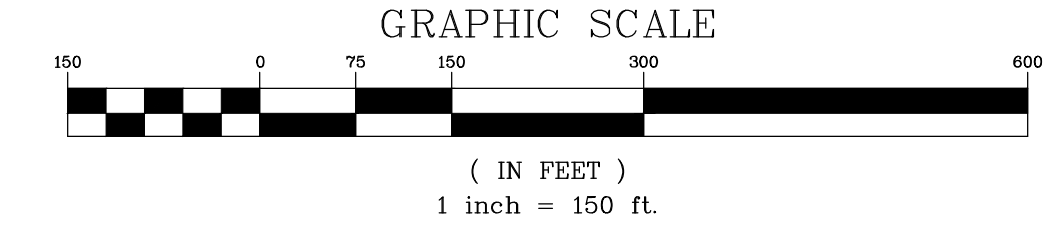
LOTS 119-122: 60,634 SQUARE FEET (1.392 ACRES)
LOTS 1001-1009: 149,985 SQUARE FEET (3.443 ACRES)
OUTLOTS: 3,178,546 SQUARE FEET (72.969 ACRES)
VILLAGE ROW DEDICATION: 48,754 SQUARE FEET (1.120 ACRES)
COUNTY ROW DEDICATION: 11,780 SQUARE FEET (0.270 ACRES)
TOTAL AREA: 3,449,699 SQUARE FEET (79.194 ACRES)

SUBMITTED BY/RETURN TO:

GILBERTS DEVELOPMENT FN, LLC A
DELAWARE LIMITED LIABILITY COMPANY
340 W BUTTERFIELD ROAD, UNIT 2D
ELMHURST, ILLINOIS 60126

EXISTING PIN'S

02-11-100-015
02-11-200-012
02-11-400-006
PART OF 02-11-200-014



BASIS OF BEARINGS

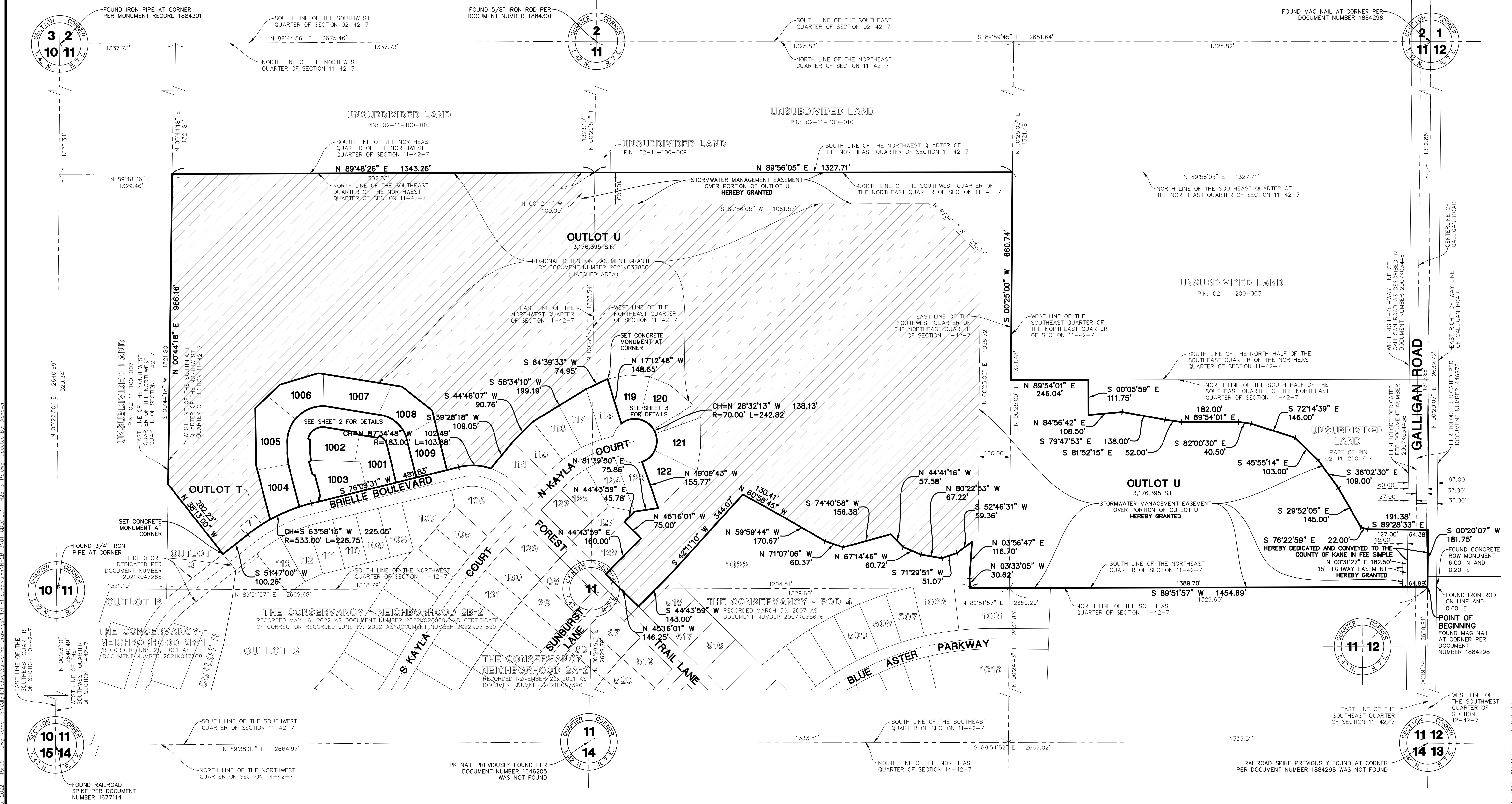
BEARINGS ARE BASED ON THE CONSERVANCY -
NEIGHBORHOOD 2B2 FINAL PLAT OF SUBDIVISION

DATE	REVISIONS
09/15/22	REVISED PER KDOT REVIEW
07/15/22	REVISED PER VILLAGE REVIEW
	AAS
	AAS

Manhard CONSULTING LTD.
Civil Engineers • Surveyors • Wetland Resources Engineers • Wetland & Wetland Mitigation Engineers • Environmental Scientists • Landscape Architects • Planners
Construction Managers

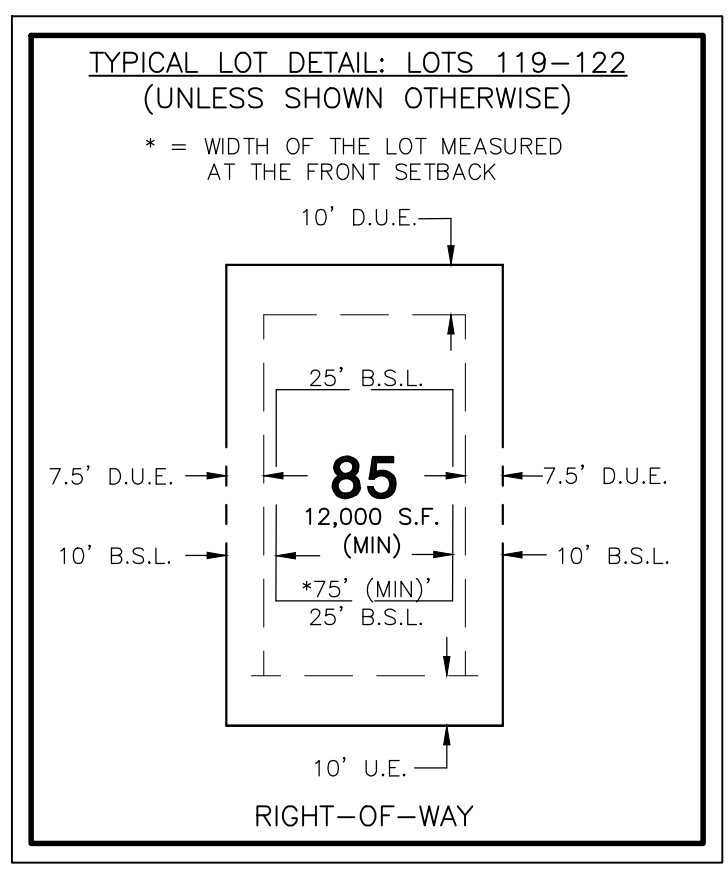
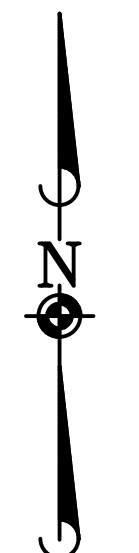
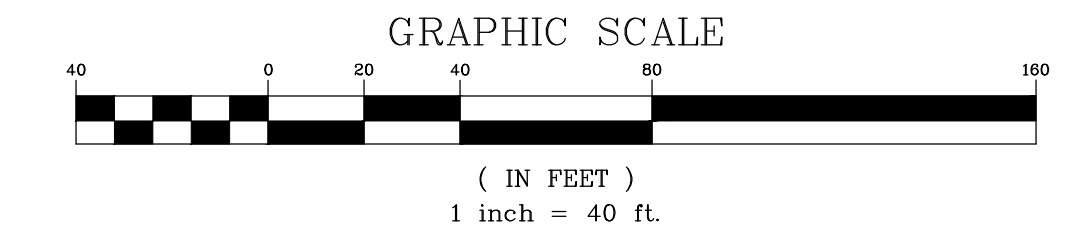
THE CONSERVANCY - NEIGHBORHOOD 2B-3
GILBERTS, ILLINOIS
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: HIL
PROJ. ASSOC.: ERY
DRAWN BY: AAS
DATE: 05/18/22
SCALE: 1"=150'
SHEET
1 OF 4
GDLG101



FINAL PLAT OF SUBDIVISION OF THE CONSERVANCY NEIGHBORHOOD 2B-3

BEING PART OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS



ABBREVIATIONS

D.U.E. = DRAINAGE AND UTILITY EASEMENT
HEREBY GRANTED
B.S.L. = BUILDING SETBACK LINE
HEREBY GRANTED

COMMONWEALTH EDISON AND AT&T EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

COMMONWEALTH EDISON COMPANY
AND
AT&T ILLINOIS, A.K.A. SBC, AMERITECH ILLINOIS,
A.K.A. ILLINOIS BELL TELEPHONE COMPANY, GRANTEEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USE OF FACILITIES UNDER OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH IN SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF GRANTEEES/LOT OWNER, UPON WRITTEN REQUEST.

NICOR GAS COMPANY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, DOING BUSINESS AS NICOR GAS COMPANY ("NICOR GAS") ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "UTILITY EASEMENT", "GAS EASEMENT", "COMMON AREA OR AREAS" AND STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND TO SERVE OTHER PROPERTY, ADJACENT OR OTHERWISE, AND THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER NICOR GAS COMPANY FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR UTILITY PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF NICOR GAS COMPANY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN SECTION 605/2(E) OF THE "CONDOMINIUM PROPERTY ACT" (ILLINOIS COMPILLED STATUTES, CH. 765, SEC. 605/2(E), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, INCLUDING REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PROPERTY, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON THIS PLAT BY OTHER TERM.

DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF GILBERTS AND TO THEIR SUCCESSORS AND ASSIGNS, TO HAVE THE RIGHT, BUT NOT THE DUTY TO INSTALL AND MAINTAIN SURFACE DRAINAGE, SUB-SURFACE DRAINAGE AND/OR STORM SEWERS, WITH ALL NECESSARY MANHOLES, CONNECTIONS, AND OTHER APPURTENANCES IN, UPON, OVER OR ALONG THE STRIPS OF LAND DESIGNATED ON THE PLAT AND MARKED "DRAINAGE AND UTILITY EASEMENT" OR "D.U.E." FOR THE PURPOSE OF PROVIDING INSTALLING AND MAINTAINING SURFACE DRAINAGE, SUB-SURFACE DRAINAGE AND STORM SEWER SERVICE TO THE PUBLIC IN GENERAL, TOGETHER WITH THE RIGHT TO, BUT NOT THE DUTY TO ENTER UPON THE SAID EASEMENT AT ALL TIMES FOR ANY AND FOR ALL OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE WITH ANY SUCH STORM SEWERS AND/OR DRAINAGE. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR DRAINAGE AND STORM SEWER PURPOSES INCLUDING ANY PURPOSES APPROVED BY THE VILLAGE OF GILBERTS WITH THIS DEVELOPMENT PLAN.

UTILITY EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF GILBERTS AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE, INCLUDING, BUT NOT LIMITED TO COMMONWEALTH EDISON COMPANY, AT&T, NICOR GAS COMPANY, VILLAGE DESIGNATED CABLE TELEVISION COMPANY, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL THE AREAS MARKED "UTILITIES EASEMENT" OR "U.E." OR "D.U.E." ON THE PLAT FOR THE PERPETUAL RIGHT AND PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING STORM AND/OR SANITARY SEWERS, AND WATERMAIN TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK AND EASEMENT. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED WITHIN SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF GILBERTS.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF GILBERTS AND TO ITS SUCCESSORS AND ASSIGNS OVER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" OR "SME" ON THE PLAT HEREON DRAWN FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREAS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK AND EASEMENT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGES TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE VILLAGE ENGINEER BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. THE CONSERVANCY'S HOMEOWNERS ASSOCIATION SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER DETENTION MANAGEMENT AREA AND APPURTENANCES. THE VILLAGE OF GILBERTS WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE VILLAGE ENGINEER OF THE VILLAGE OF GILBERTS.

SEE SHEET 2



THE CONSERVANCY - NEIGHBORHOOD 2B-2
RECORDED MAY 16, 2022 AS DOCUMENT NUMBER 2022K026063 AND CERTIFICATE OF CORRECTION RECORDED JUNE 17, 2022 AS DOCUMENT NUMBER 2022K031850

THE CONSERVANCY - POD 4
RECORDED MARCH 30, 2007 AS DOCUMENT NUMBER 2007K035676

THE CONSERVANCY - NEIGHBORHOOD 2A-2
RECORDED NOVEMBER 22, 2021 AS DOCUMENT NUMBER 2021K087396

September 15, 2022 - 15:10 Doc Name: P:\Gis\GIS\Drawings\Final\Drawings\Plat of Subdivision\NH2B-3\02-03-GDL\GDL01-NH2B-3-PS.dwg, User: B. A. Shaver

DATE	REVISIONS
09/15/22	REVISED PER KDOT REVIEW
07/15/22	REVISED PER VILLAGE REVIEW
	AAS
	AAS

Manhard CONSULTING LTD.
Civil Engineers • Surveyors • Water Resources Engineers • Wetland & Wetwater Engineers • Construction Managers • Environmental Scientists • Landscape Architects • Planners

THE CONSERVANCY - NEIGHBORHOOD 2B-3
GILBERTS, ILLINOIS
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: HL
PROJ. ASSOC.: ERV
DRAWN BY: AAS
DATE: 05/18/22
SCALE: 1"=40'
SHEET 3 OF 4 GDLGIL01

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FINAL PLAT OF SUBDIVISION OF THE CONSERVANCY NEIGHBORHOOD 2B-3

BEING PART OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS

OWNER'S AND SCHOOL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) SS

THIS IS TO CERTIFY THAT GILBERTS DEVELOPMENT FN LLC, A DELAWARE LIMITED LIABILITY COMPANY IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREON, AND THAT AS SAID RECORD OWNER CONSENTS TO THE SUBDIVISION OF SAID PROPERTY...

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICT(S):

GILBERTS ELEMENTARY SCHOOL DISTRICT 300
DUNDEE MIDDLE SCHOOL DISTRICT 300
DUNDEE-CROWN HIGH SCHOOL DISTRICT 300
ELGIN COMMUNITY COLLEGE DISTRICT 509

DATED THIS DAY OF A.D., 2022.

BY: SIGNATURE
ATTEST: SIGNATURE

OWNERS NAME AND ADDRESS
GILBERTS DEVELOPMENT FN, LLC A DELAWARE LIMITED LIABILITY COMPANY
340 W BUTTERFIELD ROAD, UNIT 2D
ELMHURST, ILLINOIS 60126

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) SS

I, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT GILBERTS MODA I, LLC A DELAWARE LIMITED LIABILITY COMPANY WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY (HE/SHE) SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF A.D., 2022.

NOTARY PUBLIC
MY COMMISSION EXPIRES

MORTGAGEE CONSENT

THE UNDERSIGNED, AS MORTGAGEE, UNDER THE PROVISIONS OF CERTAIN MORTGAGE DATED AND RECORDED IN THE RECORDER'S OFFICE OF COUNTY, ILLINOIS, ON THIS DAY OF A.D., AS DOCUMENT NUMBER, HEREBY CONSENTS TO THE SUBDIVISION STATED HEREIN.

DATED: A.D., 2022.

BY:

PRINTED NAME AND TITLE
ATTEST:

MORTGAGEE'S NAME AND ADDRESS

MORTGAGEE NOTARY PUBLIC

STATE OF)
COUNTY OF) SS

I, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT AND

WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF A.D., 2022.

NOTARY PUBLIC

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

THIS INSTRUMENT NUMBER WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS,

THIS DAY OF A.D., 2022, AT O'CLOCK P.M.

RECORDER

KANE COUNTY RIGHT OF WAY DEDICATION LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH AND RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS WEST, TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 64.99 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF GALLIGAN ROAD AS DESCRIBED IN DOCUMENT NUMBER R2007K034436; THENCE NORTH 00 DEGREES 31 MINUTES 27 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 182.50 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 33 SECONDS EAST, A DISTANCE OF 64.38 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 20 MINUTES 07 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 181.75 FEET TO THE POINT OF BEGINNING.

HIGHWAY EASEMENT PROVISIONS

THE GRANTOR GRANTS AND CONVEYS UNTO THE COUNTY OF KANE AN EXCLUSIVE PERMANENT EASEMENT FOR THE USE OF THE COUNTY OF KANE TO THE EXCLUSION OF ALL OTHERS EXCEPT AS SET FORTH HEREIN, FOR HIGHWAY AMONG OTHER PURPOSES WHICH EASEMENT INCLUDES, BUT IS NOT NECESSARILY LIMITED TO THE RIGHT TO USE THE EASEMENT PREMISES FOR ANY PRESENT OR FUTURE HIGHWAY PURPOSE OR ANY PURPOSE ASSOCIATED WITH OR APPURTENANT TO THE USE OF THE EASEMENT PREMISES FOR A HIGHWAY, HIGHWAY PURPOSE AS USED HEREIN INCLUDES BUT IS NOT NECESSARILY LIMITED TO DESIGN, CONSTRUCTION, OPERATION, INSTALLATION, ALTERATION, REPAIR, REPLACEMENT, RENOVATION, IMPROVEMENT, REMOVAL, WIDENING, MAINTENANCE, RECONSTRUCTION, REPAVING OF ANY FACILITY, STRUCTURE OR FEATURE IN ANY WAY ASSOCIATED WITH OR APPURTENANT TO A HIGHWAY, INCLUDING PUBLIC SIDEWALKS AND/OR BICYCLE TRAILS.

SAID EXCLUSIVE PERMANENT EASEMENT FURTHER INCLUDES THE EXCLUSIVE RIGHT OF THE COUNTY OF KANE TO THE EXCLUSION OF ALL OTHERS TO PERMIT PUBLIC UTILITIES SUCH AS NICOR, COMMONWEALTH EDISON, COMCAST, AT&T AND THE LIKE PURSUANT TO THOSE CONDITIONS AS MAY BE REQUIRED BY THE COUNTY OF KANE, TO USE, OPERATE, INSTALL, MAINTAIN, ALTER, REPAIR, REPLACE, RENEW, IMPROVE AND REMOVE ANY FACILITIES AND/OR STRUCTURES, ABOVE OR BELOW GROUND FOR THE PURPOSES OF PRIVATE OR PUBLIC UTILITY SERVICE INCLUDING THE TRANSMISSION OF GAS, WATER, ELECTRIC, LIQUID, DATA, VIDEO OR DIGITAL BY MEANS OF LINES, WIRES, FIBER OPTIC LINES, PIPES, CONDUITS AND POLES INCLUDING ANY OTHER PRESENT OR FUTURE MEANS OF TRANSMISSION BY ANY OTHER STRUCTURE OR FACILITY ASSOCIATED WITH OR APPURTENANT THERETO.

COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

ACCEPTED AND APPROVED THIS DAY OF A.D., 2022.

KANE COUNTY ENGINEER

ACCESS NOTE

THERE IS NO VEHICULAR ACCESS TO OR FROM GALLIGAN ROAD FROM OUTLOT U.

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, AS VILLAGE ENGINEER OF THE VILLAGE OF GILBERTS, ILLINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT IS IN COMPLIANCE WITH VILLAGE ORDINANCE GOVERNING PLAT APPROVAL.

THIS DAY OF A.D., 2022.

VILLAGE ENGINEER

PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, AS CHAIRMAN OF THE PLANNING COMMISSION OF THE VILLAGE OF GILBERTS, ILLINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT HAS BEEN APPROVED BY SAID PLANNING COMMISSION THIS DAY OF A.D., 2022.

PLANNING COMMISSION, VILLAGE OF GILBERTS

SIGNATURE

CERTIFICATE OF SPECIAL ASSESSMENT

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, VILLAGE TREASURER OF THE VILLAGE OF GILBERTS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT KANE COUNTY, ILLINOIS, THIS DAY OF A.D., 2022.

VILLAGE TREASURER

BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

APPROVED BY THE BOARD OF TRUSTEES OF GILBERTS, ILLINOIS,

THIS DAY OF A.D., 2022.

PRESIDENT OF VILLAGE BOARD OF TRUSTEES

ATTEST: VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, COUNTY CLERK OF KANE COUNTY ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND SEAL OF THE COUNTY CLERK AT GENEVA, COUNTY OF KANE, ILLINOIS.

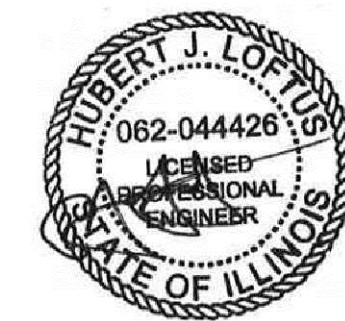
THIS DAY OF A.D., 2020.

BY: COUNTY CLERK

SURFACE WATER STATEMENT

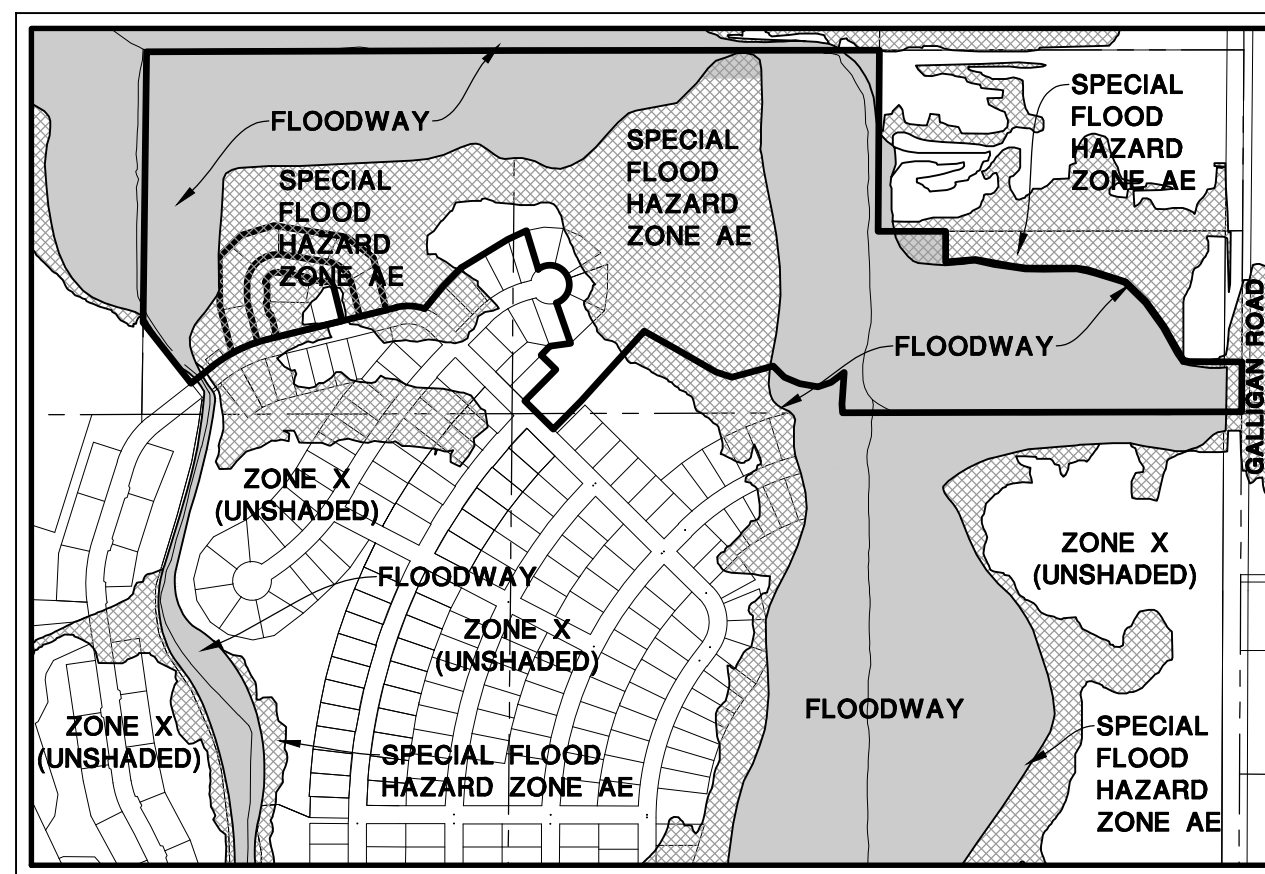
TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 15TH DAY OF SEPTEMBER, 2022



HUBERT LOFTUS
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
ILLINOIS REGISTRATION NUMBER 062-044426
LICENSE EXPIRES NOVEMBER 30, 2023

OWNER OR OWNER'S ATTORNEY:



FLOOD HAZARD MAP

N.T.S

Legend: Floodway in Zone AE, Special Flood Hazard Zone AE

PERMISSION TO RECORD

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

I, ERIC R. VESELY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO THE VILLAGE OF GILBERTS TO RECORD THIS PLAT BEFORE DECEMBER 30, 2022. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS 15TH DAY OF SEPTEMBER, A.D. 2022.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855
LICENSE EXPIRES NOVEMBER 30, 2022

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

I, ERIC R. VESELY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

THAT PART OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11 AS DESCRIBED IN MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 1884298; THENCE SOUTH 89 DEGREES 51 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1454.69 FEET AN EASTERLY LINE OF LOT 1022 IN THE CONSERVANCY - POD 4 RECORDED AS DOCUMENT NUMBER 2007K035676; THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID LOT 1022 FOR THE FOLLOWING THIRTEEN (13) COURSE; (1) THENCE NORTH 03 DEGREES 33 MINUTES 05 SECONDS WEST, A DISTANCE OF 30.62 FEET; (2) THENCE NORTH 03 DEGREES 56 MINUTES 47 SECONDS EAST, A DISTANCE OF 116.70 FEET; (3) THENCE SOUTH 52 DEGREES 46 MINUTES 31 SECONDS WEST, A DISTANCE OF 59.36 FEET; (4) THENCE SOUTH 71 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 51.07 FEET; (5) THENCE NORTH 80 DEGREES 22 MINUTES 53 SECONDS WEST, A DISTANCE OF 67.22 FEET; (6) THENCE NORTH 67 DEGREES 14 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.72 FEET; (7) THENCE NORTH 44 DEGREES 41 MINUTES 16 SECONDS WEST, A DISTANCE OF 67.88 FEET; (8) THENCE SOUTH 74 DEGREES 40 MINUTES 58 SECONDS WEST, A DISTANCE OF 156.38 FEET; (9) THENCE NORTH 71 DEGREES 07 MINUTES 06 SECONDS WEST, A DISTANCE OF 170.67 FEET; (10) THENCE NORTH 59 DEGREES 59 MINUTES 44 SECONDS WEST, A DISTANCE OF 170.67 FEET; (11) THENCE NORTH 60 DEGREES 58 MINUTES 45 SECONDS WEST, A DISTANCE OF 130.41 FEET; (12) THENCE SOUTH 42 DEGREES 11 MINUTES 10 SECONDS WEST, A DISTANCE OF 344.07 FEET (13) THENCE SOUTH 44 DEGREES 43 MINUTES 59 SECONDS WEST, A DISTANCE OF 143.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOREST TRAIL LANE AS DEDICATED BY THE CONSERVANCY NEIGHBORHOOD 2A-2 RECORDED AS DOCUMENT NUMBER 2021K087396; THENCE NORTH 45 DEGREES 16 MINUTES 01 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 146.25 FEET TO AN EASTERLY LINE OF THE CONSERVANCY NEIGHBORHOOD 2B-2 RECORDED AS DOCUMENT NUMBER 2022K026069; THENCE ALONG THE EASTERLY, WESTERLY AND NORTHERLY LINES OF THE SAID THE CONSERVANCY NEIGHBORHOOD 2B-2 FOR THE NEXT FIFTEEN (15) COURSES; (1) THENCE NORTH 44 DEGREES 43 MINUTES 59 SECONDS EAST, A DISTANCE OF 160.00 FEET; (2) THENCE NORTH 45 DEGREES 16 MINUTES 01 SECONDS WEST, A DISTANCE OF 75.00 FEET; (3) THENCE NORTH 44 DEGREES 43 MINUTES 59 SECONDS EAST, A DISTANCE OF 45.78 FEET; (4) THENCE NORTH 81 DEGREES 39 MINUTES 50 SECONDS EAST, A DISTANCE OF 75.86 FEET; (5) THENCE NORTH 19 DEGREES 09 MINUTES 43 SECONDS WEST, A DISTANCE OF 155.77 FEET TO A POINT ON A NON-TANGENT CURVE; (6) THENCE NORTHWESTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 242.82 FEET; (7) CHORD BEARING NORTH 18 DEGREES 32 MINUTES 13 SECONDS WEST, AND A CHORD DISTANCE OF 138.13 FEET TO A POINT OF NON-TANGENCY; (7) THENCE NORTH 17 DEGREES 12 MINUTES 48 SECONDS WEST, A DISTANCE OF 148.65 FEET; (8) THENCE NORTH 64 DEGREES 39 MINUTES 33 SECONDS WEST, A DISTANCE OF 74.95 FEET; (9) THENCE SOUTH 58 DEGREES 34 MINUTES 10 SECONDS WEST, A DISTANCE OF 193.19 FEET; (10) THENCE SOUTH 44 DEGREES 46 MINUTES 07 SECONDS WEST, A DISTANCE OF 90.76 FEET; (11) THENCE SOUTH 39 DEGREES 28 MINUTES 18 SECONDS WEST, A DISTANCE OF 109.05 FEET TO A POINT ON A NON-TANGENT CURVE; (12) THENCE WESTERLY, ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 103.88 FEET, A CHORD BEARING NORTH 87 DEGREES 34 MINUTES 48 SECONDS WEST, AND A CHORD DISTANCE OF 102.40 FEET TO A POINT OF TANGENCY; (13) THENCE SOUTH 76 DEGREES 09 MINUTES 31 SECONDS WEST, A DISTANCE OF 481.83 FEET TO A POINT OF CURVATURE; (14) THENCE SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 533.00 FEET, AN ARC DISTANCE OF 226.75 FEET, A CHORD BEARING SOUTH 63 DEGREES 58 MINUTES 15 SECONDS WEST, AND A CHORD DISTANCE OF 225.05 FEET TO A POINT OF TANGENCY; (15) THENCE SOUTH 51 DEGREES 47 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.26 FEET TO THE EASTERLY LINE OF OUTLOT Q IN THE CONSERVANCY - NEIGHBORHOOD 2B-1 SUBDIVISION RECORDED AS DOCUMENT NUMBER 2021K047268; THENCE NORTH 38 DEGREES 13 MINUTES 00 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 282.23 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 00 DEGREES 44 MINUTES 18 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 986.16 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 134.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1327.71 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 25 MINUTES 00 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 600.74 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 54 MINUTES 01 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 246.04 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 117.75 FEET; THENCE NORTH 84 DEGREES 56 MINUTES 42 SECONDS EAST, A DISTANCE OF 108.50 FEET; THENCE SOUTH 79 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 138.00 FEET; THENCE SOUTH 81 DEGREES 52 MINUTES 15 SECONDS EAST, A DISTANCE OF 52.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 01 SECONDS EAST, A DISTANCE OF 182.00 FEET; THENCE SOUTH 82 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 40.50 FEET; THENCE SOUTH 72 DEGREES 14 MINUTES 39 SECONDS EAST, A DISTANCE OF 146.00 FEET; THENCE SOUTH 45 DEGREES 55 MINUTES 14 SECONDS EAST, A DISTANCE OF 103.00 FEET; THENCE SOUTH 36 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 109.00 FEET; THENCE SOUTH 29 DEGREES 28 MINUTES 05 SECONDS EAST, A DISTANCE OF 145.00 FEET; THENCE SOUTH 76 DEGREES 22 MINUTES 59 SECONDS EAST, A DISTANCE OF 22.00 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 33 SECONDS EAST, A DISTANCE OF 191.38 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 20 MINUTES 07 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 181.75 FEET TO THE POINT OF BEGINNING.

SURVEYED PROPERTY CONTAINS 78.924 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY HERON DRAWN IS SITUATED WITHIN THE VILLAGE OF GILBERTS, ILLINOIS, A MUNICIPALITY WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS IN ACCORDANCE WITH 65 ILCS 5/11-12-6.

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM LETTER OF MAP REVISION 17-05-3110P WITH AN EFFECTIVE DATE OF SEPTEMBER 20, 2018 AND LETTER OF MAP REVISION 10-05-2799P WITH AN EFFECTIVE DATE OF DECEMBER 21, 2010 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE X (UNSHADED), SPECIAL FLOOD HAZARD AREAS ZONE AE AND FLOODWAY AREAS IN ZONE AE. ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. SPECIAL FLOOD HAZARD AREA ZONE AE IS DEFINED AS SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATION DETERMINED AND FLOODWAY AREAS IN ZONE AE IS DEFINED AS THE FLOODWAY IS THE CHANNEL OF THE STREAM PLUS AND ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD. THE FLOOD HAZARD MAP HAS BEEN SHOWN HEREON BASED ON THE NATIONAL FLOOD HAZARD LAYER DATASET WHICH INCORPORATES ALL FLOOD INSURANCE RATE MAP (FIRM), AND ANY LETTERS OF MAP REVISION (LOMRS) THAT HAVE BEEN ISSUED AGAINST THOSE DATASETS AS OF SEPTEMBER 24, 2020.

GIVEN UNDER MY HAND AND SEAL THIS 15TH DAY OF SEPTEMBER, A.D. 2022.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855
LICENSE EXPIRES: NOVEMBER 30, 2022

DESIGN FIRM LICENSE NO. 184003350
LICENSE EXPIRES: APRIL 30, 2023

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATE OF FIELD SURVEY: DECEMBER 2, 2020



Table with columns for Date, Revisions, and Reviewers. Includes dates 09/15/22 and 07/15/22.

Manhard Consulting Ltd. Logo and contact information for various engineering and architectural services.

THE CONSERVANCY - NEIGHBORHOOD 2B-3 GILBERTS, ILLINOIS FINAL PLAT OF SUBDIVISION

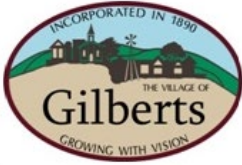
Project information: PROJ. MGR.: HL, PROJ. ASSOC.: ERYV, DRAWN BY: AAS, DATE: 05/18/22, SHEET 4 OF 4, GDGLI01

September 15, 2022 - 15:11 Doc Name: P:\Gdlgl01\Manhard\Drawings\Plat of Subdivision\Nbr2B-3\04-GDGLI01-Nbr2B-3-25.dwg Updated By: AShaner

Exhibit C

Final PUD Plans for Phase 2B-3

[ATTACH]



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

To: Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: September 20, 2022 Village Board Meeting
Re: Item 5.D: Update to the Approved Elevations in the Conservancy Development

Background

The Village has received a request from Troy and NVR/Ryan Homes to update three previously approved elevations intended to be offered within the maintenance-free lifestyle neighborhoods (NH 3, NH 6, and NH 7) within the Conservancy. The current approved elevations are the Bahama, Cayman and Dominica, which were all formerly known as the Nicklaus, Palmer and Stewart models. From time to time, NVR/Ryan Homes makes minor modifications to the models based on customer feedback. Presently, the Bahama, Cayman and Dominica models are receiving changes dealing primarily with internal layouts with some exterior changes as noted below. The models will now be known as the Grand Bahama, Grand Cayman and Dominica Spring.

- A. An additional elevation (Elevation M) was added Grand Bahama;
- B. An additional elevation (Elevation J) was added to the Grand Cayman;
- C. Optional covered patio, added to each model/elevation; and
- D. An additional 16 square feet was added to the overall Grand Bahama model.

The elevations do appear to meet the minimum bulk standards for the requested neighborhoods of the Conservancy. The current minimum square footage for ranch style home in Neighborhoods 3, 6, and 7 is 1,300 square feet. The square footage of the Grand Bahama, Grand Cayman and Dominica Spring models range from 1,365 to 1,720 sq. ft.

These elevations may be added/modified to the approved elevations by the Board via a Resolution. In addition to modifying the approved Bahama, Cayman and Dominica models, the proposed Resolution also removes several previously approved elevations, which are no longer being considered by NVR/Ryan Homes for construction in the Conservancy development. For clarify, Exhibit B to the Resolution contains a comprehensive list of all elevations being removed and those that will be approved for construction upon approval of the Resolution.

Representatives from NVR and the Conservancy will be in attendance to present and answer any questions.

Attachments

- a. Grand Bahama Elevations
- b. Grand Cayman Elevations
- c. Dominican Spring Elevations



August 31, 2022

Mr. Brian Boudreau

Re: Updated Product Approval for Conservancy Neighborhood 3

Dear Brian:

We would appreciate your review and approval of the updated floor plans and elevations for Ryan Homes plans that we intend to build in Neighborhood 3 of the Conservancy. From time to time, we refresh the plans based on customer feedback. The changes that were made were primarily internal to the floorplan such as layout changes to closets and owner's baths. The original approved K and L elevations did not change. The base footprints did not change. An additional elevation was added to the Grand Cayman and Grand Bahama and an optional covered rear patio option was added to each. The plan names were updated as well to reflect the new versions.

<u>Original</u>	<u>New</u>	<u>Square Footage</u>
Bahama	Grand Bahama	+16 ft ²
Cayman	Grand Cayman	No change
Dominica	Dominica Spring	No change

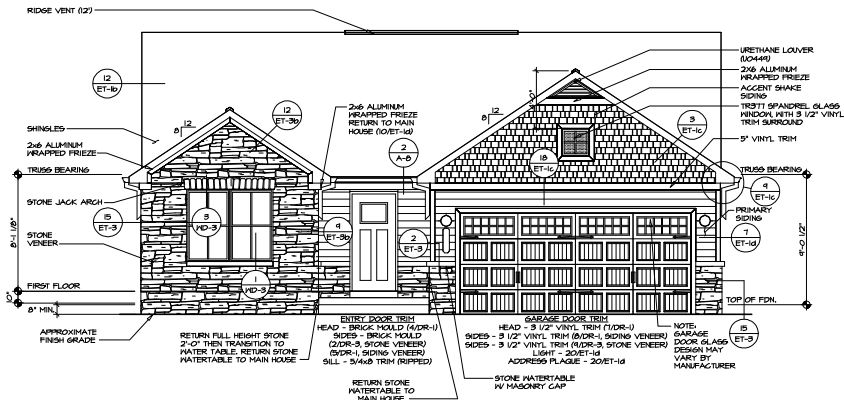
Given the minor nature of the change, perhaps these can be approved at the staff level? Please let us know if you have any questions.

Sincerely,
NVR/Ryan Homes

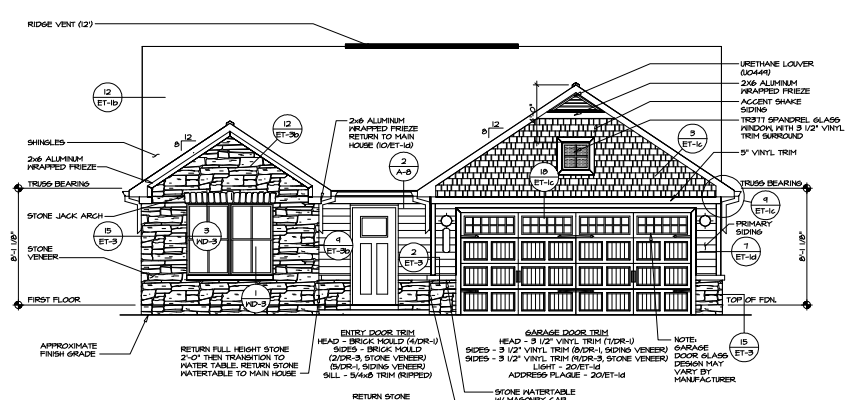
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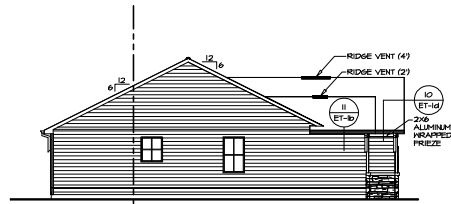
Scott Shelton
Market Land Manager

Cc: Troy Mertz

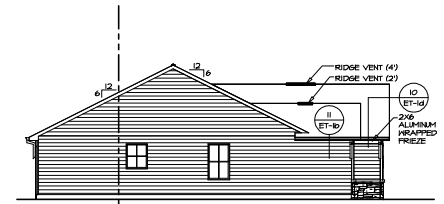


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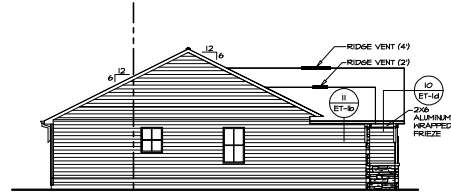




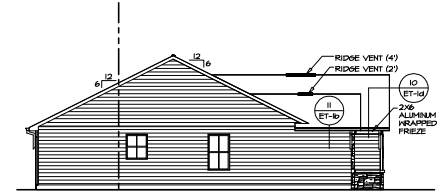
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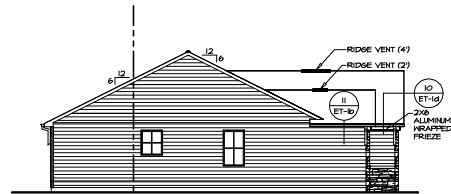
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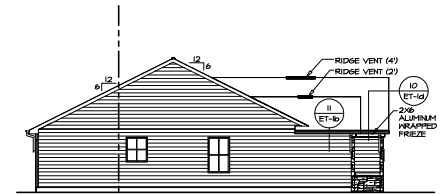
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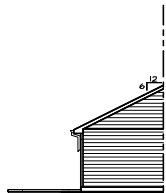
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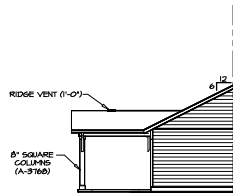
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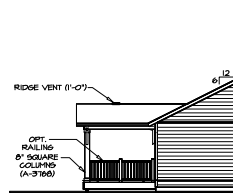
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SLAB FOUNDATION "FSA"



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SLAB FOUNDATION "FSA"
EXTERIOR SLAB "EK3"



8 PARTIAL LEFT ELEVATION
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SLAB FOUNDATION "FSA"
COVERED PORCH "EP"



7 PARTIAL LEFT ELEVATION
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GRAVLSPACE FOUNDATION "FCA"
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REVISIONS

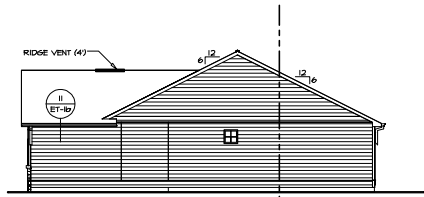
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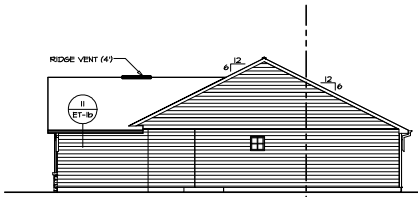
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CHECKED BY: JPH

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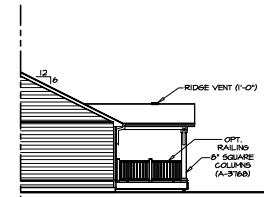
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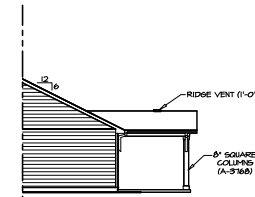
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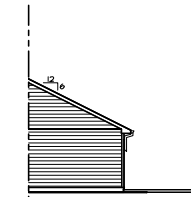
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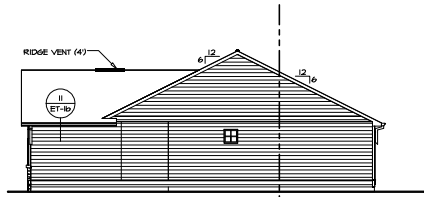
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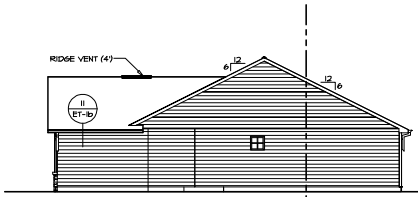
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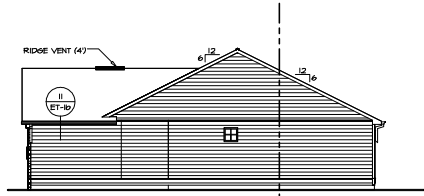
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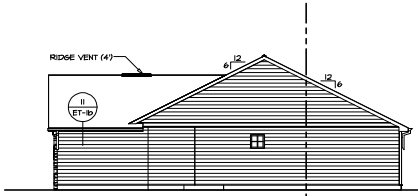
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REVISIONS

REV. NO. DATE

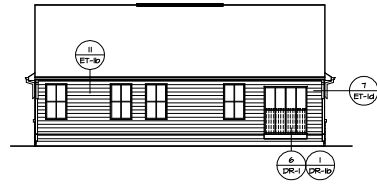
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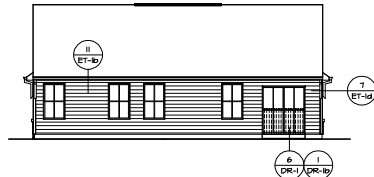
NVR, Inc. 206.100.8800
 8335 Frederick Rd. #100
 Elk River, MD 21110

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 CHECKED BY: C/J/L/Z/D
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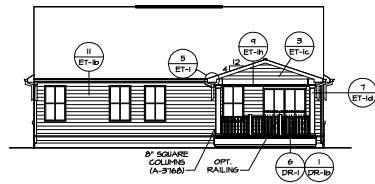
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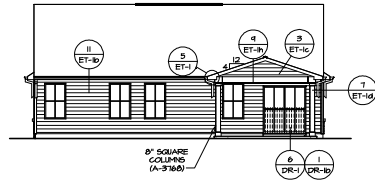
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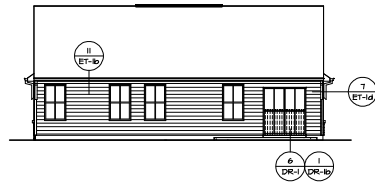
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CRAWLSPACE FOUNDATION "CA"
COVERED PORCH "CP"



4
A-2c
REAR ELEVATION
SCALE: 1/8" = 1'-0"
SLAB FOUNDATION "FSA"
COVERED PORCH "CP"



5
A-2c
REAR ELEVATION
SCALE: 1/8" = 1'-0"
SLAB FOUNDATION "FSA"
EXTERIOR SLAB "ES"

REMARKS

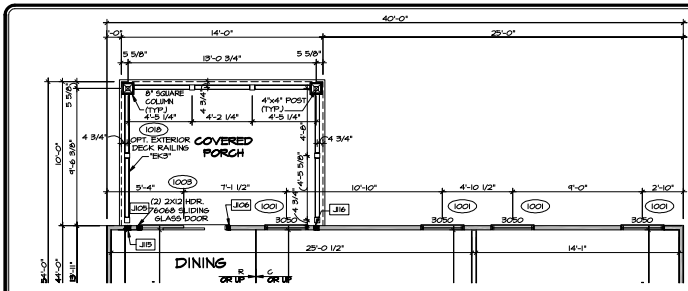
REV. NO. DATE

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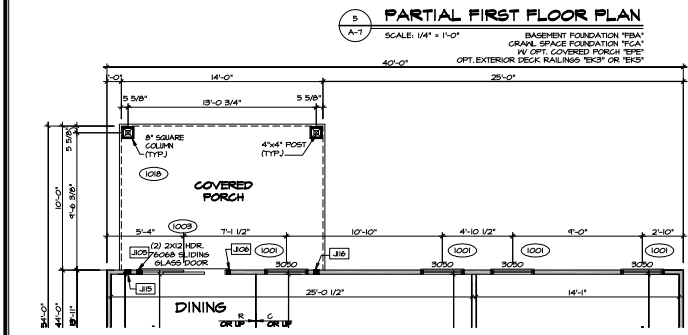


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DRAWING TITLE
RELEASE NO. ---
DRAWN BY: EN
DATE: 07/14/20
CHECKED BY: ---

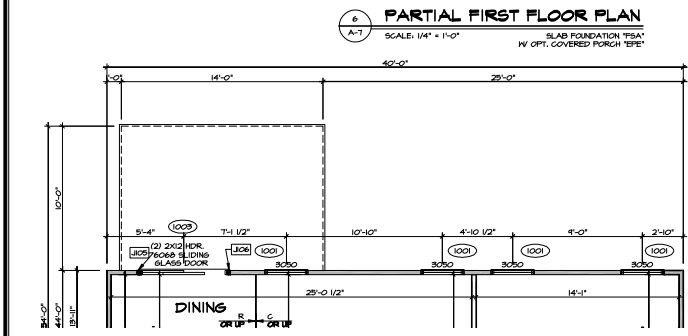
SHEET NO. 6
PROJECT: GRAND BAHAMA
DRAWING TITLE: REAR ELEVATION
OPTION DESCRIPTION: B



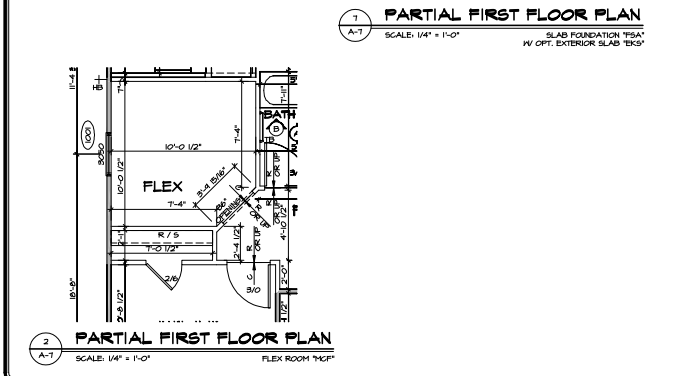
PARTIAL FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
BASEMENT FOUNDATION "B5A"
GRAVEL SPACE FOUNDATION "B5A"
W/ OPT. COVERED PORCH "EPI"
OPT. EXTERIOR DECK RAILING "EPI" OR "EPI"



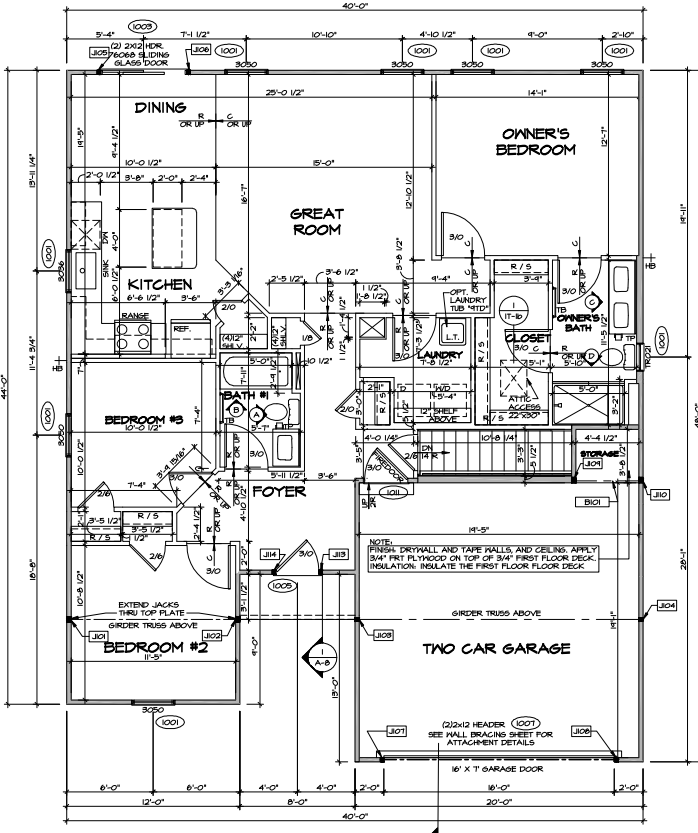
PARTIAL FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
SLAB FOUNDATION "B5A"
W/ OPT. COVERED PORCH "EPI"



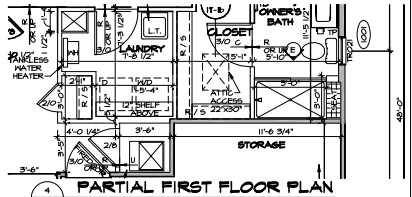
PARTIAL FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
SLAB FOUNDATION "B5A"
W/ OPT. EXTERIOR SLAB "EPI"



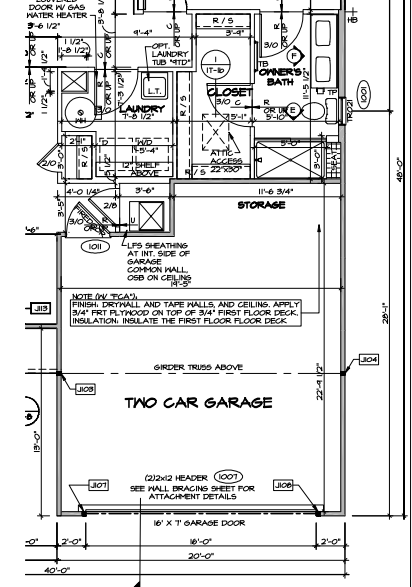
PARTIAL FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
FLEX ROOM "FAC"



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
BASEMENT FOUNDATION "B5A"
ELEVATION "X" "ELC"
OWNER'S BATHROOM TYPE A "R5OBER"
BEDROOM #3 "ECP"



PARTIAL FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
SLAB FOUNDATION "B5A"
GRAVEL FOUNDATION "B5A"
TANKLESS WATER HEATER "THV", "THV"



PARTIAL FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
SLAB FOUNDATION "B5A"
GRAVEL FOUNDATION "B5A"
OWNER'S BATHROOM TYPE A "R5OBER"
ALTERNATE LAYOUT "ALC"
ELEVATION "X" "ELC"

- LEGEND**
- BEARING HALL
 - NON BEARING HALL
 - INDICATES BEARING FROM POINT-LOAD ABOVE
 - JACKS
 - BEAM-HEADER
 - PAD FOOTING
 - STEEL COLUMN
 - PORTAL FRAME
 - JOIST/TRUSS
 - LVL
 - ENGINEERING PAGE NUMBER
- SEE FC DETAILS FOR FRAMING CONNECTORS

- NOTES:**
1. GENERAL NOTES (N-I)
 2. SCHEDULES (N-2)
 3. LVL NAILING SCHEDULE (N-3)
 4. SEE GENERAL NOTES (N-I) FOR ADDITIONAL INFORMATION.

REVISIONS

NO.	DATE	DESCRIPTION

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SET NO. 68300
DRAWING NO. A-7
DATE: 07/14/20
SCALE: 1/4" = 1'-0"

PROJECT: GRAND BAHAMA
DRAWING TITLE: FIRST FLOOR PLAN
OPTION DESCRIPTION:
SHEET NO. A-7
18

GRAND CAYMAN



NVR, Inc.
5285 Westview Drive, Suite 100
Frederick, MD 21703

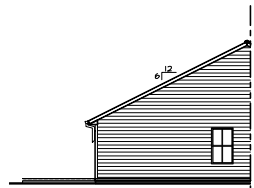
	FULL BASEMENT						CRAWL FOUNDATION						SLAB FOUNDATION						STANDARD DETAILS
	STD. DWGS.	ELEV. 'J'	ELEV. 'K'	ELEV. 'L'	SIZE ELEVATIONS	REAR ELEVATIONS	STD. DWGS.	ELEV. 'J'	ELEV. 'K'	ELEV. 'L'	SIZE ELEVATIONS	REAR ELEVATIONS	STD. DWGS.	ELEV. 'J'	ELEV. 'K'	ELEV. 'L'	SIZE ELEVATIONS	REAR ELEVATIONS	
SPEC SHEET	55-1						55-1						55-1						AD-1
GENERAL NOTES	2						2						2						DR-1
SCHEDULES	3						3						3						DR-1b
ELEVATIONS		4	4	4	5, 6	7		4	4	4	5, 6	7		4	4	4	5, 6	7	DR-3
FOUNDATIONS	8						4						10, 11, 12						ET-1
FOUNDATION GRADE BEAMS	13						13						13						ET-1b
FOUNDATION HOLD DOWNS	14						14						14						ET-1c
PLUMBING	15						16						15						ET-1d
BASEMENT FLOOR PLAN	17																		ET-1g
FIRST FLOOR PLAN	18, 19						18, 19						18, 19						ET-1h
BUILDING SECTION - FOYER	20						20						20						ET-3
BUILDING SECTION - GARAGE	21						21						21						ET-3b
STAIR SECTIONS	22																		ET-3c
KITCHENS - BATHS	23, 24						23, 24						23, 24						F-1
BASEMENT ELECTRICAL	25																		F-1b
FIRST FLOOR ELECTRICAL	26						26						26						F-1c
FIRST FLOOR FRAMING	27.1, 27.2						27.1, 27.2												F-3
ROOF FRAMING		28	29	29				28	29	29			28	29	29				F-3b
TRUSS BRACING	30, 31, 32						30, 31, 32						30, 31, 32						FA-1b
HALL BRACING DETAILS	33						33						33						FG-1
BASEMENT HVAC LAYOUT	34, 35																		FG-2
FIRST FLOOR HVAC LAYOUT	36, 37						36, 37						36, 37						FG-2
																			FG-3
																			FG-4
																			FG-5
																			FD-1
																			FD-1b
																			FD-2
																			FD-2b
																			FD-3
																			FD-4
																			GB-1
																			IT-1
																			IT-1b
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																			IT-2
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																			IT-1
																			IT-1b
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																			KT-1
																			RF-1
																			RF-1b
																			RF-1c
																			SEP-1
																			SEP-2
																			SEP-3
																			SEP-4
																			SO-3
																			SP-1
																			SP-2
																			SP-3
																			ST-1
																			NB-2
																			NB-1
																			NB-3
																			NB-1b

FOOTPRINT	
BASE HOUSE:	
WIDTH:	40'-0"
DEPTH:	58'-0"
MAXIMUM:	
WIDTH:	40'-0"
DEPTH:	68'-0"

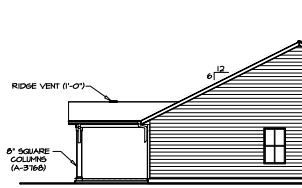
BASE SQUARE FOOTAGE	
DESCRIPTION	TOTAL SQ. FT.
1ST FLOOR FULL BASEMENT (BASE SF)	554 SF
BASE SQUARE FOOTAGE	
DESCRIPTION	TOTAL SQ. FT.
1ST FLOOR CRAWL / SLAB FOUNDATION (BASE SF)	533 SF
FIRST FLOOR SQUARE FOOTAGE	
DESCRIPTION	TOTAL SQ. FT.
1ST FLOOR FULL BASEMENT (BASE SF)	554 SF
1ST FLOOR CRAWL / SLAB FOUNDATION (BASE SF)	533 SF
GARAGE SQUARE FOOTAGE	
DESCRIPTION	TOTAL SQ. FT.
TWO CAR GARAGE CRAWL / SLAB FOUNDATION (BASE SF)	443 SF
TWO CAR GARAGE FULL BASEMENT (BASE SF)	417 SF
UNFINISHED SQUARE FOOTAGE	
DESCRIPTION	TOTAL SQ. FT.
UNFINISHED BASEMENT (BASE SF)	1516 SF

SET - VERSION
GC000-01 **CS-1**

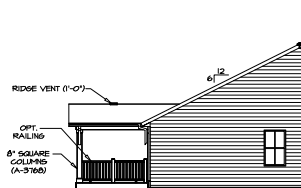
X:\PROJECTS\CONCRETE\GRAND_CAYMAN\CONCRETE\CONCRETE\CONCRETE.dwg 07/27/21 2:55 pm



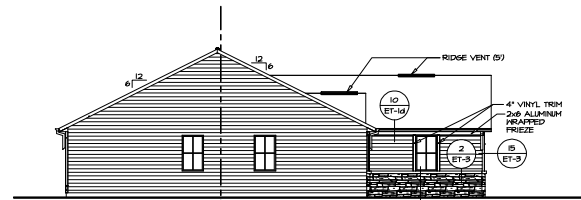
6
A-2 PARTIAL LEFT ELEVATION
SLAB FOUNDATION "15A"
EXTERIOR SLAB "15X"



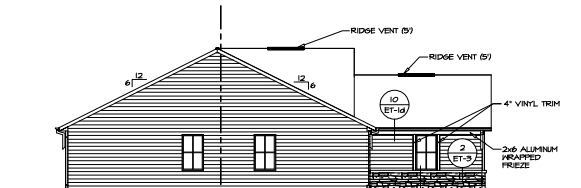
5
A-2 PARTIAL LEFT ELEVATION
SLAB FOUNDATION "15A"
COVERED PORCH "15E"



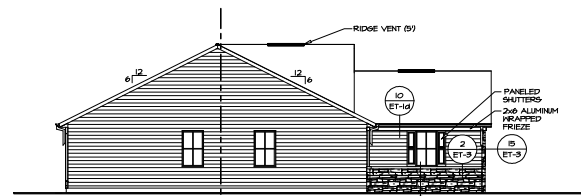
4
A-2 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"
FULL BASEMENT "15A"
CRAWLSPACE FOUNDATION "15C"
COVERED PORCH "15E"



1
A-2 LEFT ELEVATION "J"
SCALE: 1/8" = 1'-0"



2
A-2 LEFT ELEVATION "K"
SCALE: 1/8" = 1'-0"



3
A-2 LEFT ELEVATION "L"
SCALE: 1/8" = 1'-0"

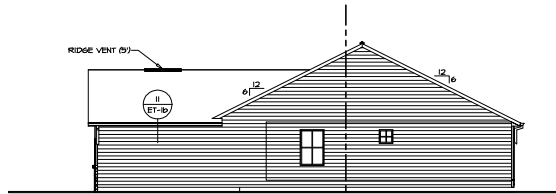
REV.	NO.	DATE	REMARKS

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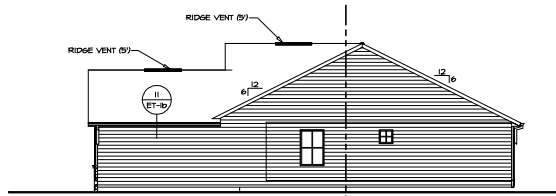


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PROJECT DESCRIPTION	
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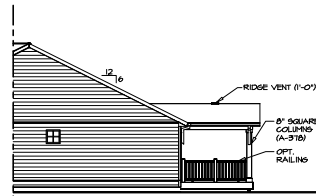
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 DRAWING TITLE: GRAND CATMAN LEFT ELEVATIONS
 SHEET NO. A-2



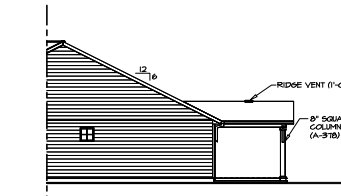
1 RIGHT ELEVATION "J"
SCALE: 1/8" = 1'-0"



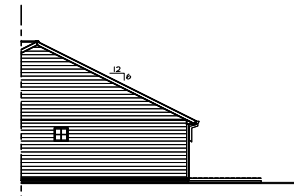
2 RIGHT ELEVATION "K"
SCALE: 1/8" = 1'-0"



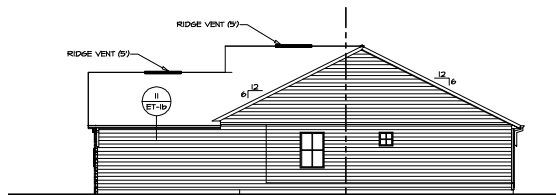
4 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
FULL BASEMENT "FBA"
GRANSPAGE FOUNDATION "FGA"
COVERED PORCH "EP"



5 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
SLAB FOUNDATION "FSA"
COVERED PORCH "EP"



6 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
SLAB FOUNDATION "FSA"
EXTERIOR SLAB "ES"



3 RIGHT ELEVATION "L"
SCALE: 1/8" = 1'-0"

REV.	DATE	REMARKS

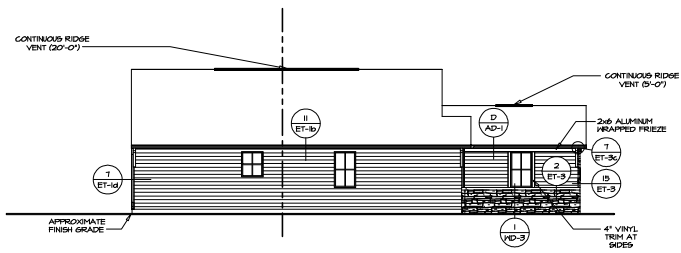
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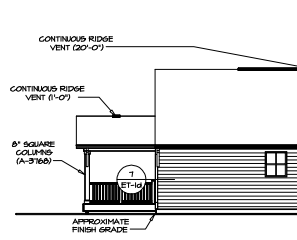
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DRAWN BY: BN
DATE: 07/14/20
CITY: SPARTANBURG

PROJECT: GRAND CAYMAN
DRAWING TITLE: RIGHT ELEVATIONS
OPTION DESCRIPTION:

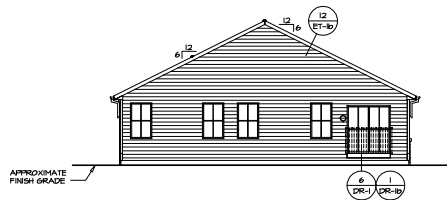
SHEET NO. 6



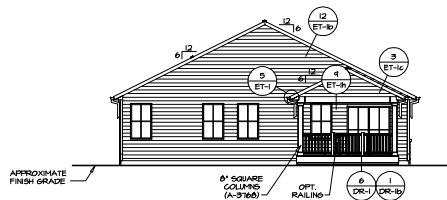
2 LEFT ELEVATION
SCALE: 1/8" = 1'-0"



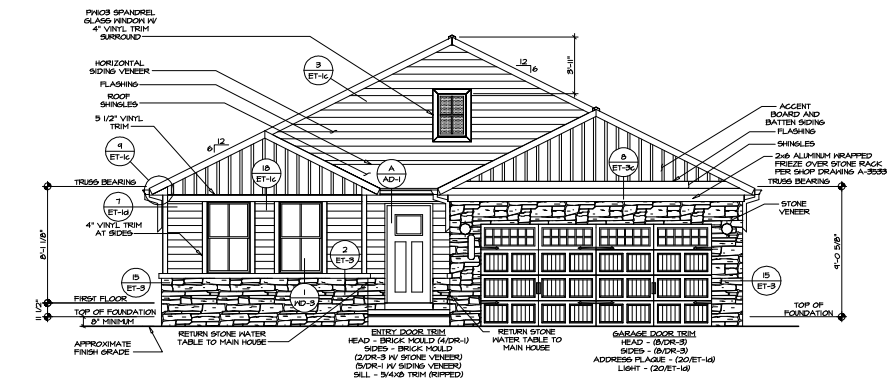
3 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"
COVERED PORCH TRIM*
OPT. EXTERIOR DECK RAILINGS
"EK3" OR "EK5"



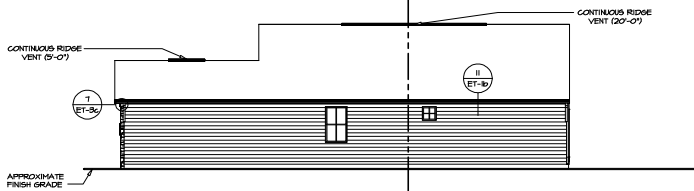
4 REAR ELEVATION
SCALE: 1/8" = 1'-0"



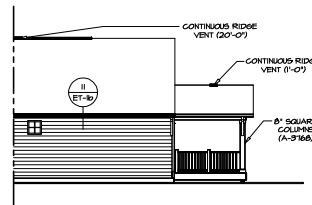
5 REAR ELEVATION
SCALE: 1/8" = 1'-0"
COVERED PORCH TRIM*
OPT. EXTERIOR DECK RAILINGS
"EK3" OR "EK5"



1 FRONT ELEVATION "K"
SCALE: 1/4" = 1'-0"



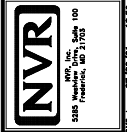
6 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



7 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
COVERED PORCH TRIM*
OPT. EXTERIOR DECK RAILINGS
"EK3" OR "EK5"

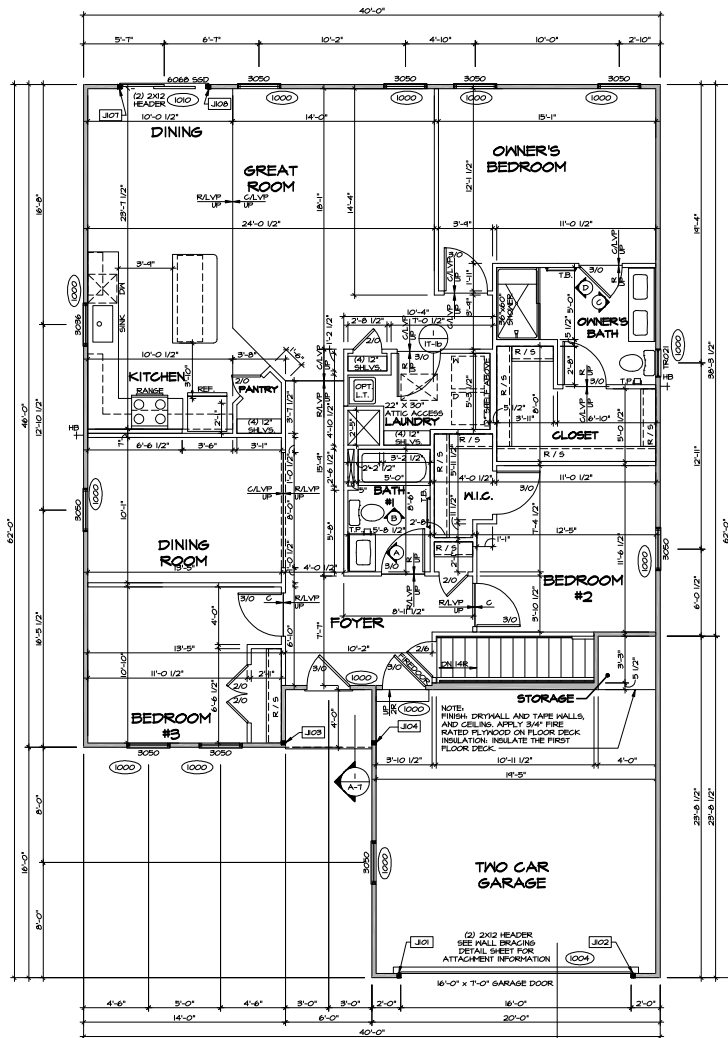
REV.	NO.	DATE	REMARKS

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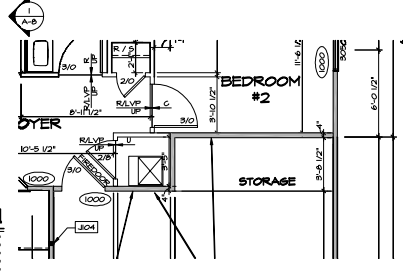
SET NO. 12900
PROJECT NAME DOMINICA SPRING
DRAWING NO. 818 R
DATE: 9/20/20
DRAWN BY: ELK
CHECKED BY: ELK

SET NO. 12900	PROJECT NAME DOMINICA SPRING
DRAWING NO. 818 R	DATE: 9/20/20
DRAWN BY: ELK	CHECKED BY: ELK
FRONT, SIDE & REAR ELEVATIONS	
ELEVATION "K"	



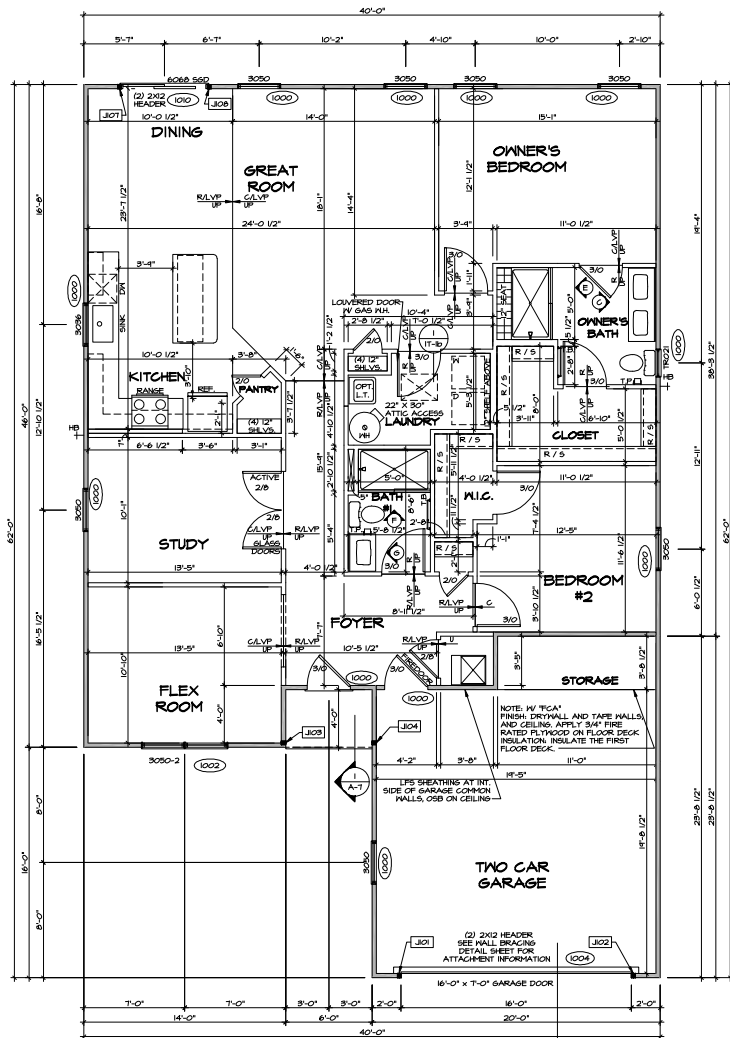
1 FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"
 ELEVATION K "EL"
 FULL BASEMENT FOUNDATION "FB"
 THREE BEDROOM "3B"
 OWNER'S BATHROOM TYPE A "INSHOWER" "IA"
 FORMAL DINING ROOM "FD"
 BATHROOM #1 TYPE B "HOSID TUB" "HB"



3 FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"
 SHOWN W/ ELEVATION L "ELL"
 SLAB FOUNDATION "FB"
 CRANK SPACE FOUNDATION "FC"
 120 MPH WIND SPEED "WS"
 SHOWN W/ TANKLESS WATER HEATER "TW" "HT"



2 FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"
 ELEVATION L "ELL"
 SLAB FOUNDATION "FB"
 CRANK SPACE FOUNDATION "FC"
 FLEX ROOM "FC"
 OWNER'S BATHROOM TYPE A "INSHOWER" "IA"
 LAYOUT "ALT"
 STUDY ROOM "SR"
 BATHROOM #1 TYPE A "INSHOWER" "IA"
 SHOWN W/ TANKED WATER HEATER "TW" "HT"

- NOTES:**
 1. SEE GENERAL NOTES (N-U) FOR ADDITIONAL INFORMATION.
 2. SCHEDULES (N-2)
 3. LVL WALLING SCHEDULE (N-U)
- LEGEND**
- BEARING WALL
 - NON BEARING WALL
 - INDICATES BEARINGS FROM POINT-LOAD ABOVE
 - JACKS
 - BEAM/HEADER
 - PAD FOOTINGS
 - STEEL COLUMN
 - TRUSS TIE DOWN
 - PORTAL FRAME
 - JOIST/TRUSS
 - LVL
 - ENGINEERING PAGE NUMBER
 - SEE PG. DETAILS FOR FRAMING CONNECTORS

REMARKS

REV. NO. DATE

SET NO. 15

PROJECT: DOMINICA SPRING

DATE: 9/20/20

NO COVERED PORCH

NVR

15

VILLAGE OF GILBERTS

RESOLUTION 44-2022

**A RESOLUTION APPROVING MODIFICATIONS TO APPROVED BUILDING
MODEL ELEVATIONS FOR THE SINGLE-FAMILY HOMES IN THE
CONSERVANCY DEVELOPMENT**

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

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

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

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

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

WHEREAS, the PUD Ordinance approved Building Elevation Plans for the single-family homes in the Gilberts Development Parcel; and

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

WHEREAS, the Village Board previously approved additional Building Elevation Plans for single family homes, as prepared by Pulte Homes, pursuant to Resolution Nos. 19-2018, 20-2019, 08-2020, and 14-2020; and

WHEREAS, the Village Board is now being asked to approve updated Elevations for the Bahama, Cayman and Dominica models to now be known as Grand Bahama, Grand Cayman and Dominica Spring, respectively, and to remove certain other previously approved elevations for the single-family homes on the Gilberts Development Parcel; and

WHEREAS, the Village Board has considered and approves the request to modify the approved Building Elevation Plans for the single-family homes in the Gilberts Development Parcel, as set forth in this Resolution.

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

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

Section 2. **Approval of Updated Building Model Elevations for Single Family Homes.** In accordance with the authority granted by the Annexation Agreement and the PUD Ordinance, the Village Board of Trustees hereby approves modifications to the approved Building Model Elevation Plans for single family residences in the Gilberts Development Parcel to change certain previously approved Elevations and to remove certain previously approved Elevations, all as described in **Exhibit B**, which contains a list of the authorized Building Elevations for the single-family homes in the Gilberts Development Parcel..

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

- A. **No Authorization of Work.** This Resolution does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Conservancy Development pursuant to the approvals granted in this Resolution unless and until all conditions of this Resolution have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

- B. **Compliance with Laws.** The Village’s zoning, subdivision, and building regulations, and all other applicable Village ordinances and regulations shall continue to apply to the Conservancy Development, and the development and use of the Conservancy Development shall comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

- C. Continued Effect of the Approvals. The Amended PUD Ordinance and the Amended Annexation Agreement (including previously approved elevations for townhome units which are not being modified by this Resolution) 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 _____ 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee David LeClercq	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED this _____ day of _____, 2022

Village President, Guy Zambetti

(SEAL)

ATTEST: _____
Village Clerk, Kelly Mastera

EXHIBIT A

LEGAL DESCRIPTION OF THE CONSERVANCY DEVELOPMENT

PARCEL 1:

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

PARCEL 2:

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

PARCEL 3:

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

PARCEL 4:

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

PARCEL 5:

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

PARCEL 6:

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

PARCEL 7:

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

PARCEL 8:

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

PARCEL 9:

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

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

PARCEL 10:

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

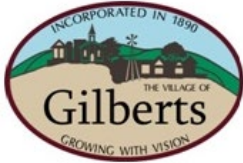
PARCEL 11:

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

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

EXHIBIT B**APPROVED BUILDING MODEL AND ELEVATION PLANS FOR SINGLE FAMILY RESIDENCES ON THE GILBERTS DEVELOPMENT PARCEL**

Model	Elevation	Remove as of September 21, 2022	Approved Under Resolution 44-2022
Plan 1680		X	
Plan 1918		X	
Plan 2203		X	
Sienna		X	
Landon		X	
Bateman		X	
Olsen		X	
Winterbrook		X	
Springhaven		X	
Bahama		X	
Cayman		X	
Dominica		X	
Allegheny	Elevations A, A-Full Porch, A-Full Brick, B, B-Full Brick, C, C-Porch Extension, K, K-Porch Extension, L, L-Porch Extension		X
Ballenger	Elevations A, A-Full Porch, A-Full Brick, B, B-Full Brick, C, C-Porch Extension, K, K-Porch Extension, L, L-Porch Extension		X
Columbia	Elevations A, A-Full Porch, A-Full Brick, B, B-Full Brick, C, C-Porch Extension, K, K-Porch Extension, L, L-Porch Extension		X
Hudson	Elevations A, A-Full Porch, A-Full Brick, B, B-Full Brick, C, C-Porch Extension, K, K-Porch Extension, L, L-Porch Extension		X
Lehigh	Elevations A, A-Full Porch, A-Full Brick, B, B-Full Brick, C, C-Porch Extension, K, K-Porch Extension, L, L-Porch Extension		X
Seneca	Elevations A, A-Full Porch, A-Full Brick, B, B-Full Brick, C, K, L		X
York	Elevations A, A-Full Porch, A-Full Brick, B, B-Full Brick, C, K, L		X
Bramante	Elevation B		X
Bramante	Elevation K		X
Bramante	Elevation L		X
Bramante	Elevation K - Optional 3 car garage		X
Bramante	Elevation L - Optional 3 car garage		X
Bramante	Elevation A - Optional 3 car garage		X
Bramante	Elevation B - Optional 3 car garage		X
Palladio	Elevation A (Partial Brick or Stone Veneer Elevations Only)		X
Palladio	Elevation B		X
Palladio	Elevation K		X
Palladio	Elevation L		X
Grand Bahama	Elevation K, L, M		X (NH3 Only)
Grand Cayman	Elevation J, K, L		X (NH3 Only)
Dominica Spring	Elevation K, L		X (NH3 Only)



Village of Gilberts

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

To: President Zambetti & Board of Trustees
From: Riley Lynch, Management Analyst
CC: Brian Bourdeau, Village Administrator

Date: September 20th, 2022 Village Board Meeting
Re: Item 5.E: Approval of a lease and service agreement with Marco Technologies for copier equipment

Background:

The Village currently has copier lease and service agreements with Marco Technologies for copier equipment at Village Hall, the Police Department, the PW/Finance Building, and at the Water Treatment Plant. This includes the lease of three color copiers, one monochrome copier, and service maintenance for all four. The monthly cost of the current lease is \$425.00 and the monthly service agreements is for \$230.41 a month. Overall, the current annual cost for these agreements is \$7864.92. Additionally, the current lease agreement has no means to own the equipment after the term ends. The current agreement is set to expire at the end of this September. In anticipation of the end of this term, staff sought multiple quotes from vendors to provide this equipment and service. The Village's request for proposals included a preference for a "lease-to-own" or "\$1 buyout" option so that the Village would own the equipment at the end of the contract term.

Analysis:

Of the proposals received, Marco Technologies LLC provided the best responsible bid. Since Marco was the vendor with whom the Village previously had an agreement with, the new agreements before the board include termination of the existing contract and removal of the current Cannon copiers for updated Sharp copiers. This includes upgrading the monochrome copier at the water plant to a color copier. The term of these agreements will be for 36 months. This agreement also includes a "\$1 buyout" provision in which the Village would own the equipment at the end of the 36 months. Though the lease would end after these 36 months, the Village has the opportunity to continue service of the equipment beyond term. The total monthly cost for the lease of all of the equipment will be \$744.45. The total monthly cost for service for all of the equipment will be \$153.00. The monthly allowance between all copiers is 5,000 black and white prints and 2,000 color prints. Overage fees for black and white prints will be \$0.009 per overage print and \$0.054 per color print. Overall, the annual cost of the lease and service agreements will be \$10,769.40. Currently, the budgeted amount for copiers across all departments is \$11,840.00 which is sufficient for this new agreement. Note that the higher monthly lease costs relate to the inclusion of a \$1 buyout, and the inclusion of a color copier for the water plant. Note that the attached agreements are pending revisions from the Village's attorney and Marco's leasing partner. However, the price and equipment outlined in the proposal will remain the same.

Recommendation:

Staff recommends approval of the agreements with Marco Technologies for the lease of and ongoing service of 4 color copiers.

VILLAGE OF GILBERTS

RESOLUTION 45-2022

A RESOLUTION APPROVING AGREEMENTS WITH MARCO TECHNOLOGIES LLC FOR THE MONTHLY LEASE OF COPIER EQUIPMENT AND ONGOING MONTHLY SERVICE OF COPIER EQUIPMENT

WHEREAS, the Village of Gilberts (“Village”) has four facilities that utilize copier/scanner equipment for daily operations; and

WHEREAS, the Village currently has lease and service agreements for copier equipment; and

WHEREAS, the current lease and service agreements are set to expire at the end of September 2022; and

WHEREAS, the Village sought multiple proposals for the lease and ongoing service of copier equipment; and

WHEREAS, the best and responsible bid was received from Marco Technologies LLC, as more fully shown on the draft Lease and Maintenance Agreements attached hereto; and

WHEREAS, adequate funds were included in the FY2023 Budget for the lease and ongoing service of copier equipment.

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 the Lease and Maintenance Agreements and other necessary documents with Marco Technologies LLC for the monthly lease and ongoing service of copier equipment, subject to final review and approval of the agreements by the Village Administrator and Village Attorney.

Section 4. **Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the lease and service agreements with Marco Technologies LLC, any such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2022

Village President, Guy Zambetti

(SEAL)

ATTEST: _____
Kelly Mastera, Village Clerk



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

Straight Lease Phone: 800.892.8548 | Fax: 800.847.3087

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Marco Technologies LLC.

CUSTOMER INFORMATION

FULL LEGAL NAME STREET ADDRESS CITY STATE ZIP PHONE BILLING NAME (IF DIFFERENT FROM ABOVE) BILLING STREET ADDRESS CITY STATE ZIP E-MAIL EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES SERIAL NUMBER 1 2 3 4 5 6 7 8 9 10

FREQUENCY OF PAYMENT TERM AND PAYMENT SCHEDULE Please Check One: Monthly Quarterly Semi-Annually Annually Term in Months 36 Payment Amount* \$ 744.45 (If no box is checked, frequency will be Monthly) If you are exempt from sales tax, attach your certificate. *plus applicable taxes

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Marco Technologies LLC LESSOR SIGNATURE TITLE DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment. You agree to be responsible for safeguarding any PCI and you agree to indemnify and hold Marco Technologies LLC harmless from any loss, misappropriation or breach of the PCI that may be stored on your Equipment.

Village of Gilberts CUSTOMER (as referenced above) SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO, AND TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND RECORDS.

Village of Gilberts CUSTOMER (as referenced above) SIGNATURE TITLE DATED

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on you (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or a substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of any term, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



\$1.00 PURCHASE OPTION ADDENDUM

AGREEMENT NO.

Phone: 800.892.8548 | Fax: 800.847.3087

Addendum to Agreement # _____, dated _____, between _____, as Customer and **Marco Technologies LLC**, as Lessor.

The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor. This Addendum supersedes all other end of term options contained in the Agreement. This Addendum is specific to the aforementioned Agreement # and shall not be incorporated into any future supplements/schedules thereto.

The parties wish to amend the above-referenced Agreement by adding the following language:

Provided that no event of default under the Agreement has occurred and is continuing, you shall have the option to purchase the Equipment at the end of the original term for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

CUSTOMER ACCEPTANCE

Marco Technologies LLC

LESSOR

CUSTOMER

X

X

SIGNATURE

SIGNATURE

TITLE

DATE

TITLE

DATE

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Equipment Maintenance Agreement

PO #

CONTRACT #

Sales Representative: _____

Meter Reading Contact Person: _____

Equipment Maintenance Agreement Phone: 800.892.8548 | Fax: 800.847.3087

The words you and your refer to the customer. The words Owner, we, us and our refer to Marco Technologies LLC. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME STREET ADDRESS CITY STATE ZIP PHONE

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) ACCOUNT #

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL #, Starting Meter Color, Starting Meter B&W. Rows 1-8.

Minimum Payment* \$ 153.00 Color Print Allowance 2,000 Excess Color Print Charge* \$ 0.054 B&W Print Allowance 5,000 Excess B&W Print Charge* \$ 0.009

*plus applicable taxes

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)

Do you wish to enroll in the Marco Support Desk for equipment listed herein? Yes OR No Enrolled: 4 Marco Support Desk Device Monthly Fees: 1-5 Devices: \$10, 6-15 Devices: \$20, 16+ Devices: \$30

FREQUENCY OF MINIMUM PAYMENT METER READING FREQUENCY

Please Check One: Monthly Quarterly Semi-Annually Annually (If no box is checked, frequency will be Monthly)

TERM AND PAYMENT SCHEDULE SUPPLIES COVERAGE LEVELS

Term in Months 36 The contract payment ("Minimum Payment") period is monthly unless otherwise indicated. Please Check One: All Inclusive HP OEM No Supplies Included (Billed at Standard Pricing)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

MARCO ACCEPTANCE

Marco Technologies LLC OWNER SIGNATURE TITLE DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment.

Village of Gilberts CUSTOMER (as referenced above) SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

By signing below, you certify to Owner that you have received, read, and agree to all terms and conditions on this page and on the second page of this two-page Agreement.

Village of Gilberts CUSTOMER (as referenced above) SIGNATURE TITLE DATED

1. AGREEMENT: You agree to all of the terms and conditions contained in this Equipment Maintenance Agreement and any schedule incorporating the terms of this agreement by reference which together are a complete statement of our agreement regarding the listed Equipment ("Agreement"). Marco agrees to provide maintenance on the equipment specified in this Agreement at the address specified. This Agreement may be modified only by written agreement and not by course of performance. The terms and conditions of this Agreement take effect as of the date this Agreement is signed by You or the Equipment is delivered to you, whichever is first, and will continue for the amount of months shown on the first page in the "Term in Months" section ("Term"). In order to facilitate an orderly transition, the start date for invoicing will be the date the Equipment is delivered, the date services begin, or another date designated by us ("Invoice Start Date"), which will be shown on the first invoice. In addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the Invoice Start Date. The first Payment is due 30 days after the Invoice Start Date and each Payment thereafter shall be due on the same day of each month. The Term will be extended automatically for successive 12 month periods ("Renewal Term") unless you send us written notice, no less than 30 days before the end of any Term or Renewal Term of your intent to cancel. Marco may also cancel this Agreement at any time subject to a 30 day notice. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. PAYMENTS: Payments are required to be made based on the frequency indicated on the front of this Agreement and based on the rates currently in effect plus any applicable sales tax, use tax, or property tax. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. Marco reserves the right to delay or hold service if your account with us is delinquent. If for any reason, your check is returned for nonpayment, a NSF charge will be assessed.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for maintenance and travel charges during normal business hours (8:00 a.m. – 5:00 p.m. Monday through Friday); inspection, adjustment, parts replacement (worn or broken through normal use and excluding ink print heads), drums and cleaning material required for the proper operation. All service calls will be responded to by factory authorized technicians within eight working hours of the time a call is placed. Parts or labor for repairs made necessary by accident, negligence, theft, vandalism, lightning, loss of power or current fluctuation, fire, water or other casualty, repairs made necessary by service performed by personnel other than those of Marco, are excluded from this agreement. Service performed at the specific request of the customer which commences outside normal working hours or extends more than one hour past the close of the normal work day will be charged at published rates for labor and expense but without charge for parts covered by this Agreement. Paper, staples and MICR cartridges must be separately purchased by you. Device network support on connected Equipment is not included and will be billable at the current hourly rate, at your expense. Changes to your network including but not limited to different or upgraded network operating systems that require reconfiguring your imager are not included in this agreement. Supplies for units may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. This agreement is based on the industry standard and the manufacturer estimated yield for black toner and developer is based on an average per page coverage of 6% and for color toner and developer is based on an average per page coverage of 20%. In the event that your black toner and developer exceeds the 6% per page coverage standard and/or your color toner and developer exceeds the 20% per page coverage, Marco Technologies LLC in its sole discretion reserves the right to amend this contract in order to adjust for any increased toner and developer usage in excess of the industry standard. Toner, developer and/or drums for facsimiles are not covered by this agreement. We may charge you a monthly Supply Freight Fee to help offset our costs of delivering supplies to you. Should any of the equipment included in this Agreement be traded in for a new device from Marco during the life of this Agreement, the unused balance of copies on the old equipment will be prorated and allocated toward maintenance of the new machine(s).

4. WARRANTIES: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You may have executed or may execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, if we have been instructed by you to set up the Equipment for you, the software license agreement may be accepted for you on your behalf in that process, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment at the address shown above and you agree to notify us of any movement of equipment covered under this Agreement.

6. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

7. LIMITATION OF LIABILITY: In no event shall Marco be liable for any damages caused by the customer's failure to perform customer's responsibilities under this contract. Marco will not be responsible to customers for any lost profits or consequential damages, even if Marco has been advised of the possibility of such damages. Marco will perform repairs consistent with usual and customary practices in the industry. In the event the customers established that Marco failed to make repairs consistent with this standard, customer's sole remedy shall be limited to a refund of amounts paid to Marco for the repairs; in no event shall the amount of any refund exceed the damages actually incurred by the customer. Marco's liability in regards to parts supplied shall be limited to any warranty expressly agreed to in a purchase agreement for such parts or supplies. There shall be no warranty for parts or supplies unless a purchase agreement is executed in writing and the purchase agreement explicitly provides such warranty. Marco will not be held responsible for any damage to software or customer information.

8. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf.

9. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, OR ASSIGN THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice.

10. DEFAULT AND REMEDIES: If you do not pay any payment or other sum due to us or any other party in connection with this Agreement when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of up to 18% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we can terminate or cancel this Agreement immediately and require that you pay the unpaid balance of this Agreement. We may also use any of the remedies available to us under the Uniform Commercial Code as enacted in the State of Minnesota or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

11. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement and any schedule or supplement shall be governed by the internal laws for the State of Minnesota. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS ARE LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

12. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of overage billing cycle. You agree to provide us with periodic meter readings on any Equipment capable of reporting meters electronically using our electronic meter collection method. You consent to implementation of a data collection agent ("DCA") for such purposes. For any Equipment that does not report into the DCA, you agree to provide the meters in a manner satisfactory to us. If we are unable to gather a meter reading using the above method, you will be assessed a \$3 fee per device per overage billing cycle for us to collect your meter reads. Equipment listed on the non-metered service pool will be subject to the flat monthly fee stated in the non-metered devices. At the end of the first year of the Agreement, and with each successive period, not to exceed 12 months, we may increase the base usage charge per print and the excess print charge per print by a maximum of 15% of the existing charge.

13. SUPPLIES LEVEL COVERAGE INFORMATION: All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. HP OEM is defined as including all colors (cyan, magenta, yellow and black) of HP Original Equipment Manufacturer toners, developers, drums and drums kits. No Supplies Included is defined as not including any toners, developers, drums or drums kits.

FOR MUNICIPALITIES ONLY

14-A. CUSTOMER COVENANTS: You covenant and warrant that (1) you have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or join the delivery of the Agreement or the ability of you to make its Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.

14-B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

14-C. NON APPROPRIATION: In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of you;
3. You have exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Marco.

Then, provided that (a) you have given Marco written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Marco has received a written opinion from your counsel verifying the same within ten (10) days thereafter. Marco remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given.

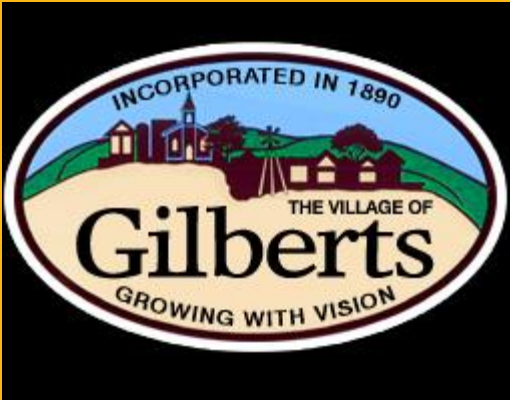
15. MARCO SUPPORT DESK: If indicated on page 1 of this Agreement, access to the Marco Help Desk, Monday-Friday from 8:00 am to 5:00 pm CST, is included on all Equipment. Marco Support Desk is included for all Equipment listed on this Agreement. Support Desk assistance is also available for equipment not listed on this Agreement at Marco's published prevailing rates. All Marco Support Desk is provided as phone or internet support. Any on-site support will be billed at Marco's prevailing published rates.

Marco Support Desk includes the following:

Changes to your network such as: replaced or upgraded workstations and/or servers, IP address changes etc. that require reconfiguring your imager(s) on your network for printing or scanning. This would also include a commercially reasonable attempt to reconfigure scan to email for changes made by your Internet Service Provider. Reinstallation and configuration of Manufacturer Companion Software and drivers on additional or upgraded workstations. Current Marco supported Manufacturer Companion Software includes: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan and Marco installed meter monitoring software. New or upgraded end user software that results in printing issues requiring updating print drivers or configurations. Additional training sessions for key operators and/or end users. Other printing or scanning software related issues as it applies to the imager(s).

September 13, 2022

PROPOSAL FOR



Prepared by:

Paul Trybul

Technology Advisor

815-847-3098 or 800.847.3098

Paul.trybul@marconet.com

Marco Technologies, LLC

898 Featherstone Road

Rockford, IL 61107



MANAGED SERVICES



AUDIO VISUAL



COPIERS & PRINTERS



BUSINESS IT SERVICES



taking technology further

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RECOMMENDED PRINT SOLUTION

Qty	Description
1	Sharp BP-70C45 Color Copier/Printer/Scanner – Village Hall

Specifications

- 45 Monochrome Pages Per Minute
- 45 Color Pages Per Minute
- 100 Sheet Bypass Tray
- (4) 550 Sheet Paper Trays
- 250 Sheet Reversing Single Pass Document Feeder
- Automatic Duplexing
- Inner Staple Finisher
- 2/3 Hole Punch Kit
- Network Printing
- Network Scanning
- Scan to E-Mail/Network Folder
- OCR-Scan to Word, Excel & PowerPoint



Qty	Description
1	Sharp BP – 70C36 Color Copier/Printer/Scanner – 73 Industrial Dr

Specifications

- 36 Monochrome Pages Per Minute
- 36 Color Pages Per Minute
- 100 Sheet Bypass Tray
- (2) 550 Sheet Paper Trays
- 250 Sheet Reversing Single Pass Document Feeder
- Automatic Duplexing
- Inner Staple Finisher
- Network Printing
- Network Scanning
- Scan to E-Mail/Network Folder
- OCR-Scan to Word, Excel & PowerPoint



Qty	Description
1	Sharp BP – 70C31 Color Copier/Printer/Scanner – Police Department

Specifications

- 31 Monochrome Pages Per Minute
- 31 Color Pages Per Minute
- 100 Sheet Bypass Tray
- (2) 550 Sheet Paper Trays
- 250 Sheet Reversing Single Pass Document Feeder
- Automatic Duplexing
- Network Printing
- Network Scanning
- Scan to E-Mail/Network Folder
- OCR-Scan to Word, Excel & PowerPoint



Qty	Description
1	Sharp MX-70C31 Copier/Printer/Scanner– 281 Raymond Dr

Specifications

- 31 Monochrome Pages Per Minute
- 31 Color Pages Per Minute
- 100 Sheet Bypass Tray
- (2) 550 Sheet Paper Trays
- 150 Sheet Reversing Single Pass Document Feeder
- Automatic Duplexing
- Network Printing
- Network Scanning
- Scan to E-Mail/Network Folder
- OCR-Scan to Word, Excel & PowerPoint



PURCHASE

If you are not satisfied with your new digital system within three years of installation, Marco will replace it without charge when continuously maintained under a Marco service and supply agreement or Preferred Service Plan. You will receive an identical model or a system with comparable features and capabilities.

- **Purchase Payment with Discount Applied.....\$21,029.00**

DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

Delivery, Installation, Initial Supplies & Initial Training Included



LEASE PROGRAM

- 36 Month \$1 Lease..... \$744.45/Month
- 39 Month \$1 Lease..... \$693.98/Month

DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

Delivery, Installation, Initial Supplies & Initial Training..... Included

MARCO SERVICE AGREEMENT

Marco’s service agreement includes parts, labor, service and supplies (except staples, paper and network troubleshooting services).

- **MARCO SERVICE AGREEMENT** \$153.00/Month
- Monochrome Prints **included** per Month: 5,000
- Monochrome Print Overages: \$.009/Print
- Color Prints **included** per Month: 2,000
- Color Print Overages: \$.054/Print
- Average service invoice over the past 6 month is \$337.53/Month
- All pricing includes termination of current lease and return of leased equipment

*The above pricing does not include applicable sales tax and supply freight fee; if applicable
Prices quoted are subject to change and should be verified before placing your order.*

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.