



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, October 4, 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/88548690365>

Meeting ID: 885 4869 0365

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 October 4, 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. PROCLAMATION

A. Proclaiming the Weekend of October 15-16, 2022 as Jr. Whip-Purs Weekend

4. PUBLIC COMMENT*

5. CONSENT AGENDA

A. A Motion to approve Minutes from the September 20, 2022 Village Board Meeting

B. A Motion to approve Bills & Payroll dated October 4, 2022

6. ITEMS FOR APPROVAL

7. ITEMS FOR DISCUSSION

A. Discussion of the Village's Stormwater Maintenance Services Under the 2010 License Agreement

8. STAFF REPORTS

9. TRUSTEES' REPORTS

10. PRESIDENT'S REPORT

11. EXECUTIVE SESSION

12. 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.

Village of Gilberts Proclamation

Jr. Whip-Purs Weekend

October 15-16, 2022

WHEREAS, the Jr. Whip-Purs Football and Cheer program was established in 2019 through the merger of the GPH Grizzlies and Hampshire Wild Cats to bring together future students of Hampshire High School ages 5 through 13 under a single unified program; and

WHEREAS, the Jr. Whip-Purs Football and Cheer program serves as a feeder program designed to build a stronger and more competitive athletics and academic program for Hampshire High School; and

WHEREAS, the Jr. Whip-Purs Football and Cheer program follows the core mission of instilling life-long values of teamwork, dedication and superior work ethic in the classroom and on the playing field; and

WHEREAS, the Jr. Whip-Purs Football and Cheer program has doubled in size since the 2021 season to now field nearly 400 male and female athletes from the communities of Gilberts, Hampshire and Pingree Grove; and

WHEREAS, the Jr. Whip-Purs Football and Cheer program is poised to surpass the tremendous success of the 2021 season which included 4 Football Division Championships, 3 Undefeated Regular Season Football Teams, 1 Football State Championship, 2 Football State Runner-Ups, 1 Football Regional Championship, 2 Cheer Conference Championships, 2 Cheer Regional Championships, 2 Cheer Regional Runner-Ups, and 4 Cheer National Qualifiers; and

WHEREAS, the Jr. Whip-Purs Football and Cheer program is hosting their Homecoming celebration during the week of October 10th, culminating in 13 home games being played at Hampshire Middle School Saturday, October 15th and Sunday, October 16th; and

WHEREAS, the Jr. Whip-Purs Football and Cheer program Homecoming festivities supports local businesses with increased sales tax revenue from the purchase of toilet paper; and

WHEREAS, the Village of Gilberts values, supports and promotes excellence in youth athletics and academia, and recognizes the tremendous impact that the Jr. Whip-Purs Football and Cheer program has on their athletes and the community as a whole;

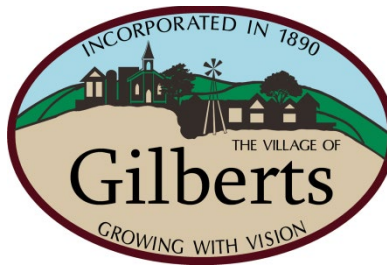
NOW, THEREFORE, be it resolved by Guy Zambetti, Village President of the Village of Gilberts, that October 15th through October 16th, 2022 be proclaimed as "Jr. Whip-Purs Football and Cheer Weekend" in recognition of the organization's tremendous success and role in nurturing the physical and mental development of our children. The Village of Gilberts further wishes continued success to the Jr. Whip-Purs Football and Cheer Organization and to the young athletes and families it serves.

Signed and sealed this 4th day of October, 2022, in Gilberts, Illinois.

Attest:

Kelly Mastera
Village Clerk

Guy Zambetti
Village President



**VILALGE OF GILBERTS
VILLAGE BOARD MEETING MINUTES
TUESDAY, SEPTEMBER 20, 2022**

Village Hall: 87 Galligan Road, Gilberts, IL 60136

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, Allen, Coats, and Redfield were present in the room. Trustee Hacker joined remotely. Trustee Corbett was absent. Others present: Village Administrator Brian Bourdeau, Management Analyst Riley Lynch, and Public Works Director Wade Kretsinger.

3. PUBLIC COMMENT – None.

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

A Motion was made by Trustee Allen and seconded by Trustee LeClercq to Approve Consent Agenda items 4.A-C as Presented. Roll call vote: Trustees LeClercq, Allen, Hacker, Coats, and Redfield voted Aye (5), 0-nays, 0-abstained. Motion carried.

5. ITEMS FOR APPROVAL

A. An Ordinance Establishing the Commercial & Industrial Façade Improvement Program for the Central Redevelopment TIF (13-2022)

President Zambetti explained to the rest of the Board that language to include additions and roof decks was added to the policy as allowable reimbursement items. Management Analyst Lynch also noted that building expansions were no longer ineligible and reimbursement for painting would be for neutral paint colors that fit with the general area.

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

B. An Ordinance Amending the Fiscal Year 2023 Budget for the Fiscal Year Ending April 30, 2023 (14-2022)

President Zambetti asked if anyone on the Board wished to discuss this topic further. No discussion took place.

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

C. An Ordinance Approving the Final Plat of Subdivision and Final PUD Plans for Phase 2B-3 of the Conservancy Development (15-2022)

President Zambetti asked if anyone on the Board wished to discuss this topic further. Trustee Hacker asked if Administrator Bourdeau had heard any updates from residents in the Conservancy about safety concerns that they voiced at a previous meeting. Developer Troy Mertz provided an update to the Board regarding the slide, walking path, and road improvements. He also addressed a few questions by Trustee LeClercq relating to other general Conservancy items and what might be built in the future.

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

D. A Resolution Approving Modifications to Approved Building Model Elevations for the Single-Family Homes in the Conservancy Development (44-2022)

President Zambetti asked if anyone on the Board wished to discuss this topic further. No discussion took place.

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

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)

President Zambetti asked if anyone on the Board wished to discuss this topic further. No discussion took place.

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

6. ITEMS FOR DISCUSSION – None.

7. STAFF REPORTS

Administrator Bourdeau

- Introduced new Public Works Director Kretsinger. He said between Mr. Kretsinger and Clerk Mastera filling the recently vacant positions, the Village is back to being fully staffed.
- Gave a summary of the follow-up meeting Clerk Mastera and he had with residents Matt Nausid and Carl Thompson regarding the Halloween House Decorating Contest. He said that registration will be open October 1-16, and at the second meeting in October staff will provide the Board with the list of registrants. He also said the community has shown interest in having this contest again after the first successful year last year.
- Stated that the arborist from Bartlett Tree Experts finished his survey of the parkway trees. The next step will be for staff to look at quotes for the removal of about 70 trees.
- Provided an update that the road contractor finished paving the pre-determined streets in the Conservancy.

Management Analyst Lynch

- Since the Board approved the Façade Improvement Program, he will get started on letting businesses in that specific area know about the opportunity.

Clerk Mastera

- Reminded everyone that the annual photo contest is now open for the cover of the calendar that gets sent to the residents, and that contest information has been posted on the Village's website and Facebook page.

8. TRUSTEES' REPORTS – None.

9. PRESIDENT'S REPORT – None.

10. EXECUTIVE SESSION – None.

11. ADJOURNMENT

There being no further public business to discuss, a motion was made by Trustee Allen and seconded by Trustee LeClercq to adjourn from the public meeting at 7:26 pm. Voice vote carried unanimously, Aye (5). 0-nays, 0-abstained.

Respectfully submitted,

Kelly Mastera

Kelly Mastera
Village Clerk

Department: 00 GENERAL FUND

AMALGAMATED BANK OF CHICAGO	TIF NOTE INTEREST	266,810.00
AMALGAMATED BANK OF CHICAGO	TIF NOTE PRINCIPAL	499,800.00
JSR PROPERTIES, LTD	TIF NOTE INTEREST	22,833.47
JSR PROPERTIES, LTD	TIF NOTE PRINCIPAL	59,500.00
ROBINSON ENGINEERING, LTD.	ESCROWS PAYABLE	18,279.75
SCHROEDER ASPHALT SERVICES, INC	CAPITAL EQUIPMENT	128,424.97
Total: 00 GENERAL FUND		995,648.19

Department: 01 ADMINISTRATIVE

AT&T U-VERSE	COMMUNICATIONS	68.06
BENEFIT PLANNING CONSULTANTS,	GROUP HEALTH INS	100.00
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	92.15
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	387.50
IL DEPT OF EMPLOYMENT SECURITY	STATE UNEMPL TAX	455.47
MENARDS - CARPENTERSVILLE	MAINTENANCE BUILDING	7.99
RICHARD SPINKER	CONTRACTUAL SERVICES	140.00
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL PRINCIPAL	2,270.12
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL INTEREST	1,240.42
Total: 01 ADMINISTRATIVE		4,761.71

Department: 02 POLICE

RICHARD SPINKER	CONTRACTUAL SERVICES	315.00
STREICHER'S	TRAINING EXPENSE	1,405.84
VERIZON WIRELESS	COMMUNICATIONS	281.08
Total: 02 POLICE		2,001.92

Department: 03 PUBLIC WORKS

AEP ENERGY	STREETLIGHTING	362.10
CARDUNAL OFFICE SUPPLY	OPERATING EXPENSE	208.47
CLARKE ENVIRONMENTAL MOSQUITO	CONTRACTUAL SERVICES	4,270.00
COMMONWEALTH EDISON	STREETLIGHTING	92.12
NAPA AUTO PARTS	GASOLINE	175.44
POMP'S TIRE SERVICE, INC.	MAINTENANCE EQUIPMENT	63.50
RICHARD SPINKER	CONTRACTUAL SERVICES	140.00
RONDO ENTERPRISES INC	SMALL TOOLS AND EQUIPMENT	296.44
SARGENTS EQUIPMENT	MAINTENANCE EQUIPMENT	376.36
Total: 03 PUBLIC WORKS		5,984.43

Department: 04 BUILDING

CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	72.68
CARDUNAL OFFICE SUPPLY	CONTRACTUAL SERVICES	24.17
ROBINSON ENGINEERING, LTD.	BUILDING PERMIT EXPENSE	1,056.00
Total: 04 BUILDING		1,152.85

Department: 06 PARKS

AEP ENERGY	UTILITIES	344.81
COMMONWEALTH EDISON	UTILITIES	30.00
Total: 06 PARKS		374.81

Department: 10 WATER SYSTEMS

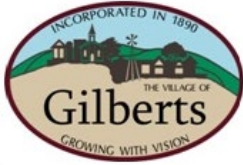
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	81.22
COMMONWEALTH EDISON	UTILITIES	1,043.64
CONSTELLATION NEWENERGY, INC	UTILITIES	416.26
FERGUSON WATERWORKS	MAINTENANCE PARTS & MATERIALS	291.00

HAMPTON, LENZINI & RENWICK, INC	CAPITAL EQUIPMENT	2,167.50
ILLINOIS SECTION AWWA	TRAINING EXPENSE	175.00
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	83.56
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	65.68
NICOR	UTILITIES	51.15
PACE ANALYTICAL SERVICES	UTILITIES	244.35
PACE ANALYTICAL SERVICES	OFFICE SUPPLIES	162.90
ROBINSON ENGINEERING, LTD.	ENGINEERING SERVICES	1,692.00
THIRD MILLENNIUM ASSOCIATES	PRINTING	380.91
VIKING CHEMICAL COMPANY	CHEMICALS	1,958.35
Total: 10 WATER SYSTEMS		<u>8,813.52</u>

Department: 20 WASTEWATER SYSTEMS

CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	81.22
CONSTELLATION NEWENERGY, INC	UTILITIES	3,121.33
DAHME MECHANICAL INDUSTRIES	COLLECTION SYS. PUMP MAINT.	5,250.00
ILLINOIS SECTION AWWA	TRAINING EXPENSE	175.00
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	83.55
MENARDS - CARPENTERSVILLE	REPAIRS-W/WATER COLLECTION SYS	1,469.79
NICOR	UTILITIES	273.16
PARAMOUNT FENCE, INC.	CAPITAL EQUIPMENT	14,850.00
ROBINSON ENGINEERING, LTD.	ENGINEERING SERVICES	1,692.00
THIRD MILLENNIUM ASSOCIATES	PRINTING	380.90
TROJAN UV	CAPITAL EQUIPMENT	64,543.50
Total: 20 WASTEWATER SYSTEMS		<u>91,920.45</u>

*** GRAND TOTAL *** 1,110,657.88



Village of Gilberts

Village Hall

87 Galligan Road, Gilberts, Illinois 60136

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To: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: October 4, 2022 Village Board Meeting
Re: Item 7.A: Discussion of Village's Stormwater Maintenance Services Under the 2010 License Agreement

Attached for reference is the Village's 2010 License Agreement with Phoenix.

The Village Attorney, Village Engineer and Village staff will be present and available. Representatives of Phoenix have indicated they will also be present.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of this 2nd day of March, 2010, (“*Execution Date*”) by and between the VILLAGE OF GILBERTS, an Illinois municipal corporation organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (“*Village*”) and PHOENIX & ASSOCIATES, INC., an Illinois corporation (“*Licensee*”):

RECITALS:

WHEREAS, the Licensee has experience in the management and maintenance of stormwater conveyance, drainageways, and wetlands in the Village and surrounding area; and

WHEREAS, the Village is the owner of an existing stormwater drainage basin (“*Existing Basin*”) on the property located west of Riemer Way, north and south of Sola Drive, in the Village of Gilberts, and depicted on the map attached to this Agreement as **Exhibit A** (“*Licensed Premises*”); and

WHEREAS, Licensee desires to construct improvements to the Existing Basin to establish additional capacity in the Existing Basin (“*Additional Capacity*”), as described and depicted on the plans attached to this Agreement as **Exhibit B** (“*Improvements*”); and

WHEREAS, in consideration for the construction of the Improvements to the Existing Basin and establishment and maintenance of the Additional Capacity, as well as Licensee’s commitment to provide additional stormwater maintenance services within the Village of Gilberts, Licensee has requested that the Village authorize the Licensee to sell “detention credits” related to the Additional Capacity created by Licensee’s Improvements to the Existing Basin; and

WHEREAS, the Village and Licensee desire to enter into a license agreement to permit the construction and maintenance of the improvements to the Existing Basin and to set forth the terms, conditions, and consideration for Licensee’s sale of detention credits created by the Additional Capacity (“*License Agreement*”);

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are by this reference incorporated into and made a part of this License Agreement as if fully set forth in this Section 1.

SECTION 2. GRANT OF LICENSE.

A. **Grant of License.** The Village hereby grants to the Licensee, and the Licensee hereby accepts, a license to use the Licensed Premises pursuant to and in strict accordance with

the terms and provisions of this License Agreement ("*License*").

B. Limitation of Interest. Except for the License granted in this License Agreement, the Licensee shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.

C. Term. This License Agreement shall remain in full force and effect until the earlier of (i) such time as the detention credits described in Section 4 have been sold in accordance with the terms of this Agreement and the respective administrative fee for such credits has been fully paid to the Village; or (ii) five years after the date of this Agreement or any renewal term in effect. This Agreement may be extended by written agreement of both Parties for an additional five year term or terms, and any renewal term shall be subject to the terms of this Agreement or as modified by the Parties by written amendment to this Agreement duly authorized, executed, and approved by the Parties. Notwithstanding the foregoing, the Licensee's obligations under Section 5 of this Agreement shall survive the termination periods set forth in this Section 2.C for a period of not less than 5 years unless such obligations are otherwise expressly released by the Village.

SECTION 3. USE OF LICENSED PREMISES.

A. Use of Licensed Premises. The Licensee may use the Licensed Premises for the purpose of constructing and maintaining the improvements to the Existing Basin to create the Additional Capacity in conformity with the plans attached to this Agreement as **Exhibit B** ("*Improvements*").

B. Improvements. The Licensee shall complete, at its sole cost and expense, the Improvements in a lien-free, workmanlike manner pursuant to permits issued by the Village and subject to approval by the Village Engineer. The work, and all of its components, shall be provided, performed, and completed in compliance with, and Licensee agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. The Licensee is responsible for all costs incurred in constructing, inspecting, approving, and permitting the Improvements, including without limitation Village Engineer fees. The Village shall have the right to inspect all or any part of the work and to reject all or any part of the work that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Agreement and the Village, without limiting its other rights or remedies, may require correction or replacement at the Licensee's cost, perform or have performed all work necessary to complete or correct all or any part of the work that is defective, damaged, or nonconforming and charge Licensee with any excess cost incurred thereby, or cancel all or any part of any order or this Agreement.

C. Responsibility for Damage or Loss. The Licensee shall be responsible for conveying the stormwater that is the subject of any sold detention credits to the Existing Basin, as modified by the Improvements, without impact to any adjacent properties. The Licensee shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Improvements, the Licensed Premises, or other property or persons as a result of the work performed by Licensee, its employees, or contractors.

SECTION 4. DETENTION CREDITS.

In consideration for the work being performed by Licensee in constructing and maintaining the Improvements to the Existing Basin to create the Additional Capacity, and to the extent permissible by law, the Village agrees to authorize the Licensee to (1) construct and manage a detention credit bank on the Licensed Premises and (2) market, sell, or otherwise convey detention credit units that are established by the Additional Capacity created by the Licensee's construction work in expanding the Existing Basin as described in Section 3 of this Agreement. The availability of the detention credits shall be limited to the properties that are tributary to the Existing Basin, as improved by the Additional Capacity and as shown on Exhibit C. The Village agrees to cooperate with the Licensee in obtaining any necessary governmental permits and authorizations required to perform the obligations under this Agreement, provided that no cost shall be incurred by the Village for such actions.

It is expected that there will be 14.7 detention credit units available for sale, at a price not to exceed \$30,000.00 per unit. A detention credit shall be defined as one acre-foot of storage volume. Within 10 days of receipt of payment of any detention credits sold by Licensee, Licensee agrees to remit to the Village an administrative fee of \$5,000.00 for each detention credit sold at a value equal to or greater than \$20,000.00, and an administrative fee of \$3,000.00 for each credit sold at a value less than \$20,000.00.

Nothing contained in this Agreement should be interpreted to mandate the purchase of any detention credits by any future development or developer of property. However, the Village agrees to authorize the use by a developer of purchased detention credits to satisfy all or part of the detention requirements for a proposed development so long as the proposed development complies with Village zoning and other applicable regulations. Moreover, it is the responsibility of any purchaser of detention credits to demonstrate to the Village and any other entity with jurisdiction that the detention credits satisfy the Village's and the County's stormwater management requirements, or portion thereof, for the purchaser's proposed development or project, and nothing in this Agreement shall be interpreted to imply that the sale of any detention credit or credits guarantees satisfaction of such requirements.

SECTION 5. LICENSEE'S OBLIGATIONS.

A. Maintenance of Improvements to Existing Basin. The Licensee shall keep and maintain, at its sole cost and expense, the Improvements, Additional Capacity, and Existing Basin, for the term of this Agreement and any renewal term thereof, in the proper condition for their intended use and shall be solely responsible for any and all injuries caused by the Licensee's failure to do so.

B. Provision of Ongoing Stormwater Maintenance Services. The Licensee agrees to provide additional stormwater and detention maintenance services within the Village of Gilberts at a value of \$50,000.00 over the life of this agreement, with a minimum value of \$10,000.00 to be provided in each year of the initial five year term of this Agreement. These maintenance services shall be provided by Licensee at its sole cost and at no additional charge to the Village, and shall include without limitation (1) consulting with the Village and its

consultants on stormwater problem areas; (2) performing maintenance activities on stormwater and detention facilities, structures, and improvements including removing beaver dams, debris, and other obstructions; (3) mapping and inspecting the Village's stormwater outfalls; (4) assisting the Village with the implementation of detection, tracing, and removal procedures for illicit discharge and connections and in complying with stormwater best management practices (BMPs) required by the Village's NPDES Phase II Stormwater Program; (5) cooperating with the Village in the preparation and implementation of a Village-wide stormwater preventative maintenance plan; and (6) providing training to Village staff and delivering inspection plans to the Village to facilitate Village staff in taking over the maintenance services prior to the termination of this Agreement. The Licensee shall be responsible for obtaining any necessary public agency permits for maintenance work. The Licensee agrees to notify the Village if, in the course of performing the maintenance services, it determines that construction work is necessary to address a particular stormwater issue and to consult with the Village on various options for addressing the issue; provided, however, that the parties agree that any such construction project is outside the scope of this Agreement and will be treated by the Village in the same manner as other Village public works projects.

C. Records. In connection with such maintenance and consulting work, the Licensee agrees to keep and maintain adequate records of the labor hours and costs incurred by the Licensee in performing such activities in accordance with current prevailing wage laws and provide to the Village monthly written reports on the Licensee's activities in this regard. In addition, the Licensee agrees to provide to the Village copies of plans, permits, plats of easement and dedication, and other documents relating to stormwater facilities, improvements, and activities on property located within the Village of Gilberts.

D. Security. Within 30 days of the approval of this Agreement, and prior to the sale of any detention credit under this Agreement, the Licensee agrees to post a letter of credit or bond in the amount equal to 125% of the value of the estimated improvements, as approved by the Village Engineer, to secure the Licensee's obligations to construct and maintain the Improvements, Existing Basin, and Additional Capacity. With the Village's approval, the letter of credit or bond may be reduced to 10% of the value of the improvements after their completion as a security for maintenance of the improvements. The security shall remain in effect for the term of this Agreement, and any renewal term thereof, unless such security is released by the Village prior to the end of any such term or renewal term.

SECTION 6. TERMINATION.

Notwithstanding anything to the contrary in this License Agreement, the Village may terminate this License Agreement, in whole or in part, by providing Licensee with 30 days prior written notice and an opportunity to cure any deficiency or failure within 30 days, or to commence cure within 30 days for any cure activity that cannot be completed within 30 days:

- (i) If the Licensee fails to comply with any of the terms, conditions, or limitations set forth in this License Agreement; or

- (ii) If the Licensee violates any applicable federal, state, county, or Village law, ordinance, rule, or regulation; or
- (iii) If the Village, in its sole discretion, determines that a public need or purpose exists that requires the termination of this License Agreement and the elimination of both the Existing Basin and the Additional Capacity.

SECTION 7. INDEMNIFICATION.

Licensee shall hold harmless, indemnify, and defend the Village, its elected and appointed officers, officials, agents, attorneys, employees, and representatives against any and all losses, expenses, claims, costs, causes, and damages, including without limitation litigation costs and attorneys' fees, (i) for any accident, injury, or death to persons or loss or damage to property occurring on or about the Existing Basin, as improved, and/or Licensed Premises, or any parts thereof, and due in whole or in part to any act or failure to act or any negligence or default under this License Agreement by Licensee, its tenants, contractors, agents, representatives, invitees, licensees or employees; or (ii) on account of any failure on the part of Licensee to perform or comply with any terms or conditions of this License Agreement ("*Claims*"). The provisions of this Section shall not be limited by the amounts of any insurance provided by Licensee pursuant to this License Agreement, and Licensee will be responsible for any claim that exceeds the limits of the insurance provided by Licensee. Claims resulting from any act or failure to act or any negligence or default under this License Agreement by Licensee, its tenants, contractors, agents, representatives, invitees, licensees or employees that arise prior to the termination of this License Agreement shall survive the termination of this License Agreement.

SECTION 8. INSURANCE.

Licensee shall obtain and maintain, at its sole expense, comprehensive general liability insurance (with XCU coverages) in an amount not less than \$2,000,000 (which insurance may be primary, umbrella, excess, or any combination thereof) to provide coverage for and insure against (i) personal injury, death, or property damage occurring on or in connection with the Existing Basin, Improvements, and/or Licensed Premises, (ii) Licensee's obligations under this License Agreement, and (iii) contractor liability. In addition, all contractors engaged by the Licensee for work within the Licensed Premises shall procure and provide evidence to the Licensee of insurance in the amounts and manner set forth in this Section.

The Village shall be named as an additional insured on such insurance policy or policies. Such insurance policy or policies shall provide that the insurer shall provide the Village with 45 days advance written notice of any cancellation thereof. Licensee shall provide a certificate(s) of insurance to evidence this coverage and, at the request of the Village, Licensee shall provide copies of all policies herein required to the Village. All insurance policies required under this Agreement shall be underwritten by an insurance company licensed to do business in the State of Illinois. The insurance carrier shall at all times during the terms of this License Agreement have a policyholder's rating of not less than "A-" in the most current edition of Best's Insurance Reports. Each insurance policy evidencing the insurance to be carried by the Licensee under this Agreement shall contain a clause that such insurance policy and the coverage evidence thereby

shall be primary with respect to any insurance policies carried by the Village and that any coverage carried by the Village shall be excess insurance.

SECTION 9. ENFORCEMENT.

The Parties hereto may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this License Agreement; provided, however, that the Licensee agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any Village elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this License Agreement. Licensee agrees to pay all reasonable costs and expenses incurred by the Village in enforcing the covenants, terms, and conditions of this Agreement.

SECTION 10. RESERVATION OF RIGHTS.

The Village hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Licensee of the rights granted hereunder. The Village shall have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises, provided such licenses or easements do not prevent, impede, or interfere with the exercise by Licensee of its rights granted by this Agreement.

SECTION 11. NOTICES.

All notices and communications required or permitted to be given under this License Agreement shall be in writing and shall be deemed received by the addressee thereof (i) when delivered in person on a business day at the address set forth below, (ii) on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below, by properly addressed, postage prepaid, certified or registered mail, return receipt requested, or (iii) when delivered, if delivered by a nationally recognized overnight courier service. Such notices and communications shall be addressed to, and delivered at, the following addresses:

To the Village:

Village of Gilberts
87 Galligan Road
Gilberts Illinois 60136
Attention: Village Administrator

To the Licensee:

Phoenix & Associates, Inc.
94 Railroad Street
Gilberts, Illinois 60136
Attention: George Kanagin

Notices shall be effective when delivered or mailed. By notice complying with the requirements of this Section, the Village and Licensee each shall have the right to change the address or addressee or both for all future notices to it.

SECTION 12. SUCCESSORS, ASSIGNMENTS, AND TRANSFEREES.

The Licensee acknowledges that this License is for the sole and exclusive benefit of the Licensee, and shall not be transferred or assigned without the prior written consent of the Village, which consent may be withheld at the Village's sole and absolute discretion. In addition, in the event that George Kanagin ceases to be involved with the Licensee or is no longer an owner of the Licensee, then this Agreement shall terminate unless the Village consents to any such change in ownership or involvement of Licensee in this Agreement. In the event that the Village approves transfer or assignment of the License, the Licensee acknowledges and agrees that the obligations assumed by it under this License Agreement shall be binding upon such transferee or licensee.

SECTION 13. MISCELLANEOUS.

A. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this License Agreement.

B. Applicable Law. This License Agreement shall be interpreted under and governed by the laws of the State of Illinois.

C. Amendment. This License Agreement may be modified, amended, or annulled only by the written agreement of the Village and Licensee.

D. Survival. All representations and warranties contained herein shall survive the execution of this License Agreement and the recordation thereof and shall not be merged.

E. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between Licensee and the Village relating to the Licensed Premises and constitutes the entire License Agreement between the parties relating to their respective rights relative to the Licensed Premises.

F. Severability; Waiver. If any provision of this License Agreement shall be held invalid, the validity of any other provision of this License Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver or breach of any term, condition, covenant or obligation of this License Agreement shall not be considered to be a waiver of that or any other term, condition, covenant, or obligation or of any subsequent breach thereof.

G. Authorization. Each party represents and warrants that it has the full power and authority to legally undertake the obligations set forth in this License Agreement. The parties acknowledge that they have read and understand this License Agreement, and agree to be bound by its terms.

IN WITNESS WHEREOF the parties hereto have caused this License Agreement to be executed, effective as of the date first written above.

ATTEST:

Delia Meadows

VILLAGE OF GILBERTS

By: *[Signature]*

Its: *PRESIDENT*

ATTEST:

[Signature]

PHOENIX & ASSOCIATES, INC.

By: *[Signature]*

Its: *President*

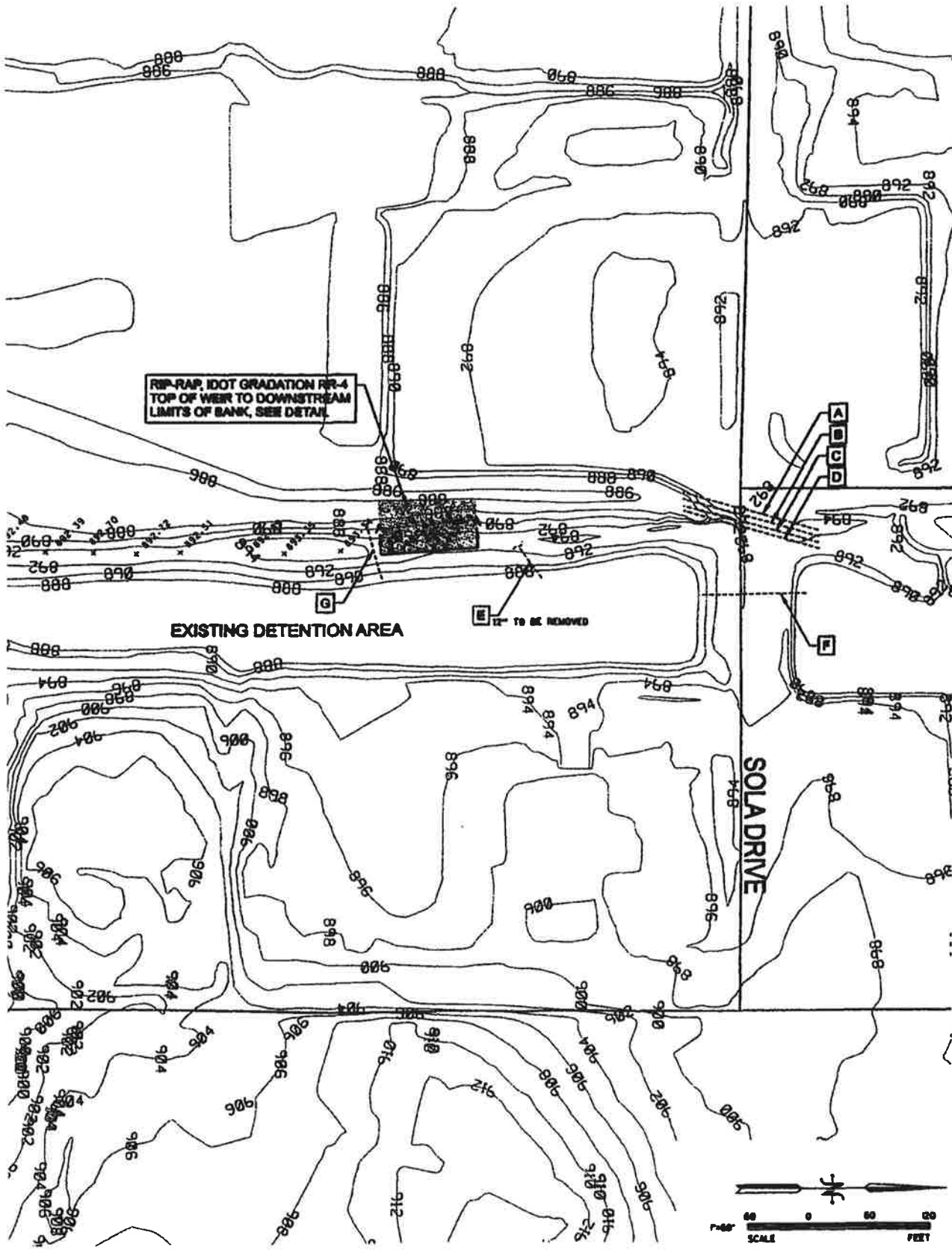
Exhibit A

Map of Existing Basin

EXHIBIT A



Exhibit B
Site Plan of Improvements



GILBERTS, IL

PROPOSED CONDITIONS

A

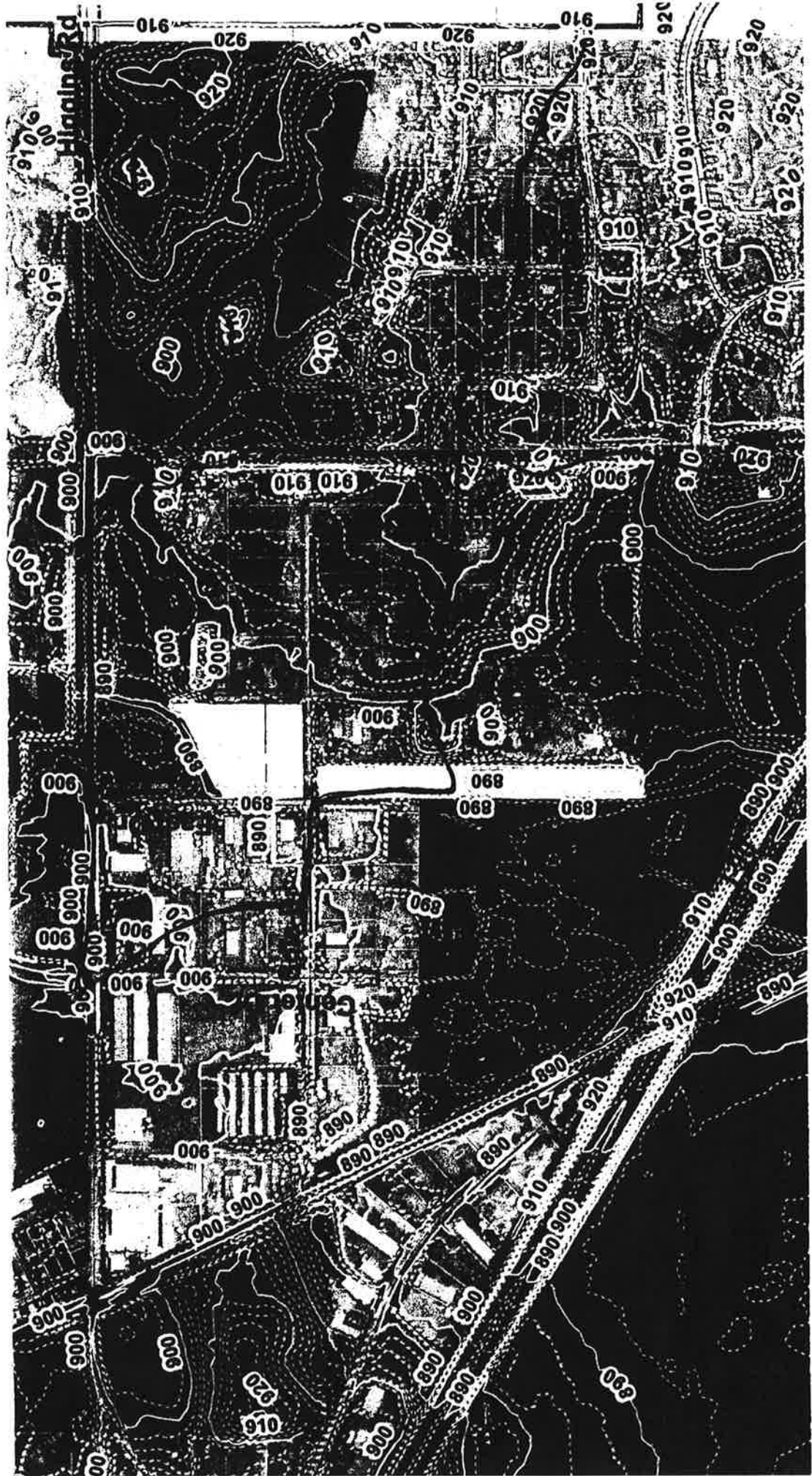
Exhibit C

Drainage Divides and Area Tributary to Existing Basin and Additional Capacity

Exhibit C - Revised



EXHIBIT C
INSET



Village Board of Trustees
Meeting Agenda
Village of Gilberts
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
October 6, 2015
7:00 P.M.
A G E N D A

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the September 15, 2015 Village Board Meeting
- B. A Motion to approve Bills & Salaries dated October 6, 2015

5. ITEMS FOR APPROVAL

- A. A Motion to approve Ordinance 21-2015, an Ordinance approving a Final Plan for the Grove Mart Gas Station, Lots 1-11 in Prairie Business Park PUD
- B. A Motion to approve Ordinance 22-2015, an Ordinance approving a sign package for the Grove Mart Gas Station, Lots 1-11 in Prairie Business Park PUD
- C. A Motion to approve Ordinance 23-2015, an Ordinance vacating and conveying title to part of Union Street in the Village of Gilberts
- D. A Motion to approve Resolution 39-2015, a Resolution authorizing a Connection Incentive Program Agreement between the Village of Gilberts and Forming Concepts
- E. A Motion to approve Resolution 40-2015, a Resolution authorizing a SCADA Support Service Agreement between the Village of Gilberts and BWCSI
- *F. A Motion to approve an extension to a License Agreement between the Village of Gilberts and Phoenix & Associates

6. ITEMS FOR DISCUSSION

- A. Irrigation Meters

7. STAFF REPORTS

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2 (c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 102/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2 (c) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.

11. ADJOURNMENT

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

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

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

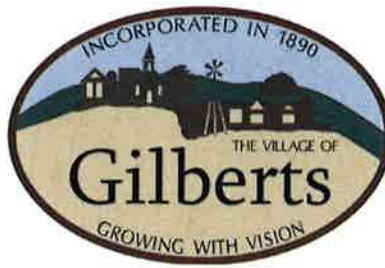
There being no further discussion on the Resolution, a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Resolution 40-2015, a Resolution authorizing a SCADA Support Service Agreement between the Village of Gilberts and BWCSI. Roll call: Vote: 4-eyes: Trustees Corbett, Zambetti,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

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

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

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

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



**MINUTES FOR VILLAGE OF GILBERTS
BOARD OF TRUSTEES MEETING
Village Hall: 87 Galligan Road, Gilberts, IL 60136
Meeting Minutes
Tuesday, January 5, 2021**

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

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

2. ROLL CALL / ESTABLISH QUORUM

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

3. PUBLIC COMMENT

Clement Pacific – Mr. Pacific was present via Zoom and addressed the Board regarding the special use permit that was to be considered during the meeting. Mr. Pacific stated that he had not experienced any nuisance from the current livestock on the property.

Peggy Steigemeier – Mrs. Steigemeier addressed the Board and stated that she lives next door to the property being considered for the special use permit. She stated that she has had concerns with the turkeys, chickens, and dogs coming onto her property. Mrs. Steigemeier said that, although this property is zoned agricultural, the area surrounding has now become a residential area.

Kenneth Dooley – Mr. Dooley addressed the Board stating that he also lives next door to this property and has had issues with the dogs coming onto his property. He stated that if the dogs are already an issue, then the other animals might be able to get out as well.

4. CONSENT AGENDA

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

President Zirk asked if any of the board members had any consent agenda items they wished to remove for separate consideration. Trustee Hacker asked that item 4.C be pulled from the Consent Agenda for further consideration.

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

4.C. An Ordinance Approving a Special Use Permit and Variations to the Gilberts Unified Development Ordinance Regarding the Keeping of Livestock on an Agricultural Zoned Property – Trustee Hacker stated that he would like to see this item be sent back to the Plan Commission to see if they still have the same concerns.

Mr. Alvarado, the Applicant, addressed the Board and stated that he would build a corral and fencing to house the animals and prevent them from going on to the neighbor's properties. The Applicants shared frustrations regarding neighbor complaints and prior experience with the Village. The Board deliberated on sending this item back to the Plan Commission.

A Motion was made by Trustee Hacker and seconded by Trustee Kojzarek to Refer the Approval of a Special Use Permit and Variations to the Gilberts Unified Development Ordinance Regarding the Keeping of Livestock on an Agricultural Zoned Property Back to the Plan Commission to Determine if there is a Lower Number that the Plan Commission is Comfortable with in Order to Receive an Affirmative Vote. Roll call vote: Trustees Allen, Farrell, Hacker, Kojzarek, and Corbett voted Aye. Zambetti voted Nay. 0-abstained. Motion carried.

5. ITEMS FOR APPROVAL

A. An Ordinance Approving a Water Tower Lease Agreement with Chicago SMSA Limited Partnership D/B/A Verizon Wireless – Administrator Bourdeau advised the Board that the Village was approached by Verizon with an interest in negotiating a new lease on the Indian Trails Water Tower to continue their use of the space for their cellular equipment. The Village and Verizon previously had a lease agreement for this tower approved in 2001. However, that lease will end in October 2021. This new lease agreement will continue Verizon's use of the water tower for a period up to 25 years after the commencement date of November 1, 2021. Over the past several weeks, staff, the Village attorney and representatives of Verizon have discussed the proposed terms of the agreement. The agreement is now presented to the Board for review and approval.

A Motion was made by Trustee Kojzarek and seconded by Trustee Corbett to Approve Ordinance 02-2021, an Ordinance Approving a Water Tower Lease Agreement with Chicago SMSA Limited Partnership D/B/A Verizon Wireless. Roll call vote: Trustees Zambetti, Farrell, Hacker, Kojzarek, Corbett, and Allen voted Aye. 0-nays, 0-abstained. Motion carried.

B. An Amendment to a License Agreement with Phoenix Associates –

A Motion was made by Trustee Kojzarek and seconded by Trustee Corbett to Approve an Amendment to a License Agreement with Phoenix Associates. Roll call vote: Trustees Farrell, Hacker, Kojzarek, Corbett, Allen, and Zambetti voted Aye. 0-nays, 0-abstained. Motion carried.

C. A Resolution Authorizing Approval of Agreements with Midwest Power Vac and Water Surplus for the Removal and Replacement of Water Softener Media in an Amount not to Exceed \$33,000

A Motion was made by Trustee Kojzarek and seconded by Trustee Corbett to Approve Resolution 01-2021, a Resolution Authorizing Approval of Agreements with Midwest Power Vac and Water Surplus for the Removal and Replacement of Water Softener Media in an Amount not to Exceed \$33,000. Roll call vote: Trustees Hacker, Kojzarek, Corbett, Allen, Zambetti, and Farrell voted Aye. 0-nays, 0-abstained. Motion carried.

D. A Resolution Approving Revised Elevations for the Townhomes in the Conservancy Development
– Trustee Hacker stated that he feels that it may be a safety concern to not have a sidelight next to the front door or window on the door. Trustee Hacker stated that the lack of shutters on the back of the proposed elevations is not complimentary to the rest of the development. Trustee Allen also expressed concerns relating to the lack of shutters on the rear of the elevations. Developer Mertz stated that they concentrated more on the curb appeal of the front of the elevations this time.

A Motion was made by Trustee Kojzarek and seconded by Trustee Zambetti to Approve Resolution 02-2021, a Resolution Approving Revised Elevations for the Townhomes in the Conservancy Development. Roll call vote: Trustees Kojzarek, Corbett, Allen, Zambetti, and Farrell voted Aye. Trustee Hacker voted Nay. 0-abstained. Motion carried.

E. An Ordinance Amending the Fiscal Year 2021 Budget for the Fiscal Year Ending April 30, 2021

A Motion was made by Trustee Kojzarek and seconded by Trustee Corbett to Approve Resolution 02-2021, a Resolution Approving Revised Elevations for the Townhomes in the Conservancy Development. Roll call vote: Trustees Kojzarek, Corbett, Allen, Zambetti, and Farrell voted Aye. Trustee Hacker voted Nay. 0-abstained. Motion carried.

6. ITEMS FOR DISCUSSION

There were no items for discussion at this time.

7. STAFF REPORTS

Administrator Bourdeau

- Received options for the Well 4 pump and has been forwarded to the Village Engineer for review. Hoping to have a recommendation ready for the next meeting to discuss with the Board. President Zirk advised to hold the next Committee of the Whole meeting as a Special Village Board meeting in order to act on a decision regarding the well.

8. TRUSTEE REPORTS

There were no trustee reports at this time.

9. PRESIDENT'S REPORT

The President did not have a report at this time.

A. EXECUTIVE SESSION*

An executive session did not take place.

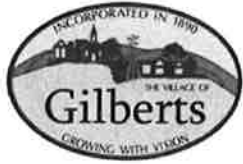
11. ADJOURNMENT

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Courtney Baker". The signature is written in a cursive, flowing style.

Courtney Baker
Village Clerk



Village of Gilberts
87 Galligan Road
Gilberts Illinois 60136
Village Board Meeting
January 5, 2021
Sign in Sheet

Name

Contact Information (optional)

Spagy Stiegemeier

Kenneth Dooley

Maria T Ramos.