



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, April 18, 2023 - 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/82589743474>

Meeting ID: 825 8974 3474

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 April 18, 2023 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. RECOGNITION

A. Recognition of Trustees Lou Hacker, Dan Corbett and Dave LeClercq Sr.

5. CONSENT AGENDA

A. A Motion to approve Minutes from the March 21, 2023 Regular Village Board Meeting

B. A Motion to ratify Bills & Payroll dated April 4, 2023

C. A Motion to approve Bills & Payroll dates April 18, 2023

D. A Motion to approve the March 2023 Treasurer's Report

E. A Motion to approve Resolution 11-2023, a Resolution for General Maintenance Under the Illinois Highway Code (Motor Fuel Tax)

6. PUBLIC HEARINGS; ITEMS FOR APPROVAL

A. Public Hearing on the Proposed Fiscal Year Ending December 31, 2023 Budget

B. An Ordinance Amending the Village of Gilberts Fiscal Year (Ordinance 02-2023)

C. An Ordinance Adopting the Fiscal Year Ending December 31, 2023 Budget (Ordinance 03-2023)

D. An Ordinance Amending the Fiscal Year 2023 Budget Ending April 30, 2023 (Ordinance 04-2023)

E. Public Hearing on a Proposed Fourth Amendment to the Annexation and Development Agreement for Gilberts Town Center (Red Barn Animal Hospital)

F. An Ordinance Approving a Fourth Amendment to the Annexation and Development Agreement for Gilberts Town Center (Ordinance 05-2023) (Red Barn Animal Hospital)

Posted on April 14, 2023 at:

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

- G. An Ordinance Approving a Variance from The Gilberts Unified Development Ordinance (Red Barn Animal Hospital – Northwest Corner of Route 72 and Center Drive) (Ordinance 06-2023)
- H. An Ordinance Approving a Variance from The Gilberts Unified Development Ordinance (Pub 72 – 38 East Higgins Road) (Ordinance 07-2023)
- I. An Ordinance Approving a Special Use Permit and Variances (Cruisin' Gilberts – 11 Galligan Road) (Ordinance 08-2023)
- J. An Ordinance Approving a Purchase and Sale Agreement for the Property Commonly Known as 55 Galligan Road for Public Purposes (Ordinance 09-2023)

7. ITEMS FOR DISCUSSION

- A. Conservancy Park 1 Site Plan Review

8. STAFF REPORTS

9. TRUSTEES' REPORTS

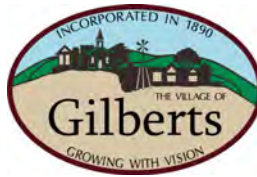
10. PRESIDENT'S REPORT

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
VILLAGE BOARD MEETING MINUTES
TUESDAY, MARCH 21, 2023
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 roll. Roll call of Board members present: Trustees LeClercq, Corbett, Allen, Hacker, and Redfield were present, as was President Zambetti. Also present were Administrator Brian Bourdeau, Management Analyst Riley Lynch, Public Works Director Wade Kretsinger, Finance Director Taunya Fischer, and Police Chief Todd Block. Trustee Coats was absent.

3. PUBLIC COMMENT – None.

4. CONSENT AGENDA

- A.** A Motion to approve Minutes from the March 7, 2023 Regular Village Board Meeting
- B.** A Motion to approve Bills & Payroll dated March 21, 2023
- C.** A Motion to approve the February 2023 Treasurer's Report

President Zambetti asked if any Board wished to remove an item from the Consent Agenda. No removals were requested.

A Motion to Approve Consent Agenda items 4.A-C as presented was made by Trustee Allen and seconded by Trustee Redfield. Roll call votes - Aye: (5) Trustees LeClercq, Corbett, Allen, Hacker, and Redfield / Nay: 0 / Absent: (1) Coats / Abstained: 0

5. ITEMS FOR APPROVAL –

A. An Ordinance Approving an Amendment to the Special Use / Variance Request for St. Peter's Lutheran Church (Ordinance 01-2023)

Management Analyst Lynch provided a brief overview of this item that had appeared before the Plan Commission.

A Motion to Approve Item 5.A. was made by Trustee Allen and seconded by Trustee Redfield. Roll call votes - Aye: (5) Trustees LeClercq, Corbett, Allen, Hacker, and Redfield / Nay: 0 / Absent: (1) Coats / Abstained: 0

B. A Resolution Authorizing the Payment of Certain Routine and Recurring Expenses (Resolution 09-2023)

A Motion to Approve Item 5.B. was made by Trustee Hacker and seconded by Trustee LeClercq. Roll call votes - Aye: (5) Trustees LeClercq, Corbett, Allen, Hacker, and Redfield / Nay: 0 / Absent: (1) Coats / Abstained: 0

C. A Resolution Authorizing Approval of an Agreement with Rubbercycle for the Purchase of Rubber Mulch for Memorial Park in an Amount Not to Exceed \$16,200 (Resolution 10-2023)

A Motion to Approve Item 5.C. was made by Trustee Hacker and seconded by Trustee Redfield. Roll call votes - Aye: (5) Trustees LeClercq, Corbett, Allen, Hacker, and Redfield / Nay: 0 / Absent: (1) Coats / Abstained: 0

6. ITEMS FOR DISCUSSION –

A. Presentation and Review of the Village’s MS-4 Permit (Village Engineer)

Village Engineer Jon Zabrocki and another Robinson Engineering engineer, Emily Bergner, were in attendance. Engineer Bergner gave a presentation to the Village Board regarding the Village’s MS-4 stormwater permit, status, and its annual requirements.

B. Presentation of the Stormwater Assessment in the Gilberts Glen Subdivision (Village Engineer)

Village Engineer Jon Zabrocki gave a brief overview of the stormwater assessment in the Gilberts Glen subdivision. Engineer Bergner then gave a presentation to the Village Board explaining the overview of the project which consisted of details regarding the location, drainage system, and drainage and flooding concerns. She then provided details for the existing conditions analysis which included information on the background and data gathering, tributary drainage areas and hydrology, and the evaluation of detention and drainage system and hydraulics. Engineer Bergner then presented different options to the Board regarding alternatives analysis and cost estimates for each alternative.

Trustee Corbett asked if a particular property had been looked at, which lead to a subsequent discussion among Board members and Engineer Zabrocki regarding stormwater runoff and conveyance and how that could impact potential future developers, land use, development agreements, and annexation scenarios.

C. Presentation and Discussion of the Proposed FYE 12/31/2023 Budget

Administrator Bourdeau explained this is the second part to the discussion, picking up where they left off at the last Village Board meeting. He and Public Works Director Kretsinger went over at a high level the Public Works budget as well as some of the capital expenses in particular regarding money toward vehicle replacement. Administrator Bourdeau also mentioned projects like the painting for the Public Works Building, the purchase of a gator, and

setting aside money toward future upgraded park signs. There was a brief discussion regarding what monies are legally restricted and what aren't. Administrator Bourdeau also discussed upcoming road projects, motor fuel tax (MFT) dollars, and bond proceeds. In addition, they discussed the road maintenance program.

7. STAFF REPORTS –

Clerk Mastera – Reminded people about the upcoming Easter Egg Hunt and Breakfast with the Bunny at the Eagles Club on Saturday, April 1. Explained that early voting started and that people could find information on the Kane County Clerk's website for specific dates, times, and locations.

Public Works Director Kretsinger – Updated the Board on Well #5 electrical issues.

Finance Director Fischer and Chief Block – Had no additional reports.

Management Analyst Lynch – Stated the consultants are putting together the feedback from the virtual Village Hall toward the Comprehensive Plan. Said he will be on the local radio station on Thursday to promote Community Days.

Administrator Bourdeau – Told the Board that Kane County is planning on distributing the Economic Interest Statement forms at the end of the month, and that he and Clerk Mastera will keep an eye out them.

– Stated that the Village received confirmation from the National Fitness Campaign that the Village was awarded a \$50,000 grant toward the creation of an outdoor fitness gym. He said that the Board will need to decide if the Village will move forward and supply the additional funds. The Board briefly discussed the amount of the additional funds.

– Let the Board know that on April 18th Analyst Lynch will most likely be presenting the Board with plans for the Conservancy Park 1. President Zambetti and Analyst Lynch briefly discussed the timeline for the park plans being put out for bids, and potentially when the work might be started.

[Around 8:40 p.m. Trustee LeClerc exited the Zoom meeting.]

8. TRUSTEES' REPORTS – No reports this evening.

9. PRESIDENT'S REPORT – No report this evening.

10. EXECUTIVE SESSION - None.

11. ADJOURNMENT

There being no further public business to discuss, a motion to adjourn from the public meeting was made by Trustee Corbett and seconded by Trustee Redfield at 8:47 p.m. Voice vote carried unanimously, Aye: (5) / Nay: 0 / Absent: (1) Coats / Abstained: 0

Respectfully submitted,

Kelly Mastera

Kelly Mastera, Village Clerk

Department: 00 GENERAL FUND

COMPASS MINERALS AMERICA	MFT RESOLUTION	9,620.91
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE DENTAL CONTRIBUTION	1,509.86
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE HEALTH INS. CONTRIBUT	21,216.01
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE LIFE INSURANCE	55.91
Total: 00 GENERAL FUND		32,402.69

Department: 01 ADMINISTRATIVE

AT&T U-VERSE	COMMUNICATIONS	68.06
BENEFIT PLANNING CONSULTANTS,	GROUP HEALTH INS	100.00
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	20.25
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	348.75
EASTERN ILLINOIS UNIVERSITY	DUES	80.00
IL DEPT OF EMPLOYMENT SECURITY	STATE UNEMPL TAX	3,066.24
PADDOCK PUBLICATIONS	LEGAL NOTICES	257.60
RICHARD SPINKER	CONTRACTUAL SERVICES	140.00
ROBINSON ENGINEERING, LTD.	REIMBURSED EXPENSES	14,460.00
TESKA ASSOCIATES INC	VILLAGE PLANNER SERVICES	4,560.00
ULTRA STROBE COMMUNICATIONS	REIMBURSED EXPENSES	7,665.80
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL PRINCIPAL	2,267.03
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL INTEREST	1,243.51
Total: 01 ADMINISTRATIVE		34,277.24

Department: 02 POLICE

ACTION AUTO WORKS INC	MAINTENANCE VEHICLES	1,609.30
FOX VALLEY SECURITY SYSTEMS	CONTRACTUAL SERVICES	386.00
MENARDS - CARPENTERSVILLE	OFFICE SUPPLIES	39.88
POSITIVE PROMOTIONS	COMMUNITY RELATIONS	508.30
RICHARD SPINKER	CONTRACTUAL SERVICES	315.00
THE BUG MAN, INC	CONTRACTUAL SERVICES	37.00
ULTRA STROBE COMMUNICATIONS	MAINTENANCE EQUIPMENT	667.50
VERIZON WIRELESS	COMMUNICATIONS	281.08
Total: 02 POLICE		3,844.06

Department: 03 PUBLIC WORKS

AEP ENERGY	STREETLIGHTING	735.02
APWA	DUES	382.00
COMMONWEALTH EDISON	STREETLIGHTING	879.66
ED'S RENTAL AND SALES INC.	MAINTENANCE STREETS	60.00
MENARDS - ELGIN	MAINTENANCE VEHICLES	15.36
NAPA AUTO PARTS	MAINTENANCE VEHICLES	8.78
POMP'S TIRE SERVICE, INC.	MAINTENANCE VEHICLES	68.50
RICHARD SPINKER	CONTRACTUAL SERVICES	140.00
SARGENTS EQUIPMENT	MAINTENANCE VEHICLES	1,761.77
THE BUG MAN, INC	CONTRACTUAL SERVICES	94.00
TRI-COUNTY PREFERRED GARAGE	MAINTENANCE BUILDING	685.00
Total: 03 PUBLIC WORKS		4,830.09

Department: 06 PARKS

AEP ENERGY	UTILITIES	46.24
RUSSO POWER EQUIPMENT	MAINTENANCE EQUIPMENT	104.95
Total: 06 PARKS		151.19

Department: 10 WATER SYSTEMS

AEP ENERGY	UTILITIES	23.12
COMMONWEALTH EDISON	UTILITIES	3,704.31
CONSERV FS, INC.	MAINTENANCE PARTS & MATERIALS	692.65

CONSTELLATION NEWENERGY, INC	UTILITIES	286.57
FERGUSON WATERWORKS	WATER METERS	56,397.00
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	105.53
NICOR	UTILITIES	634.71
PACE ANALYTICAL SERVICES	LABORATORY TESTING	1,340.60
USA BLUEBOOK	LAB SUPPLIES & EQUIPMENT	349.30
VIKING CHEMICAL COMPANY	CHEMICALS	2,141.25
Total: 10 WATER SYSTEMS		<u>65,675.04</u>

Department: 20 WASTEWATER SYSTEMS

AEP ENERGY	UTILITIES	25.43
ALTERNATE POWER INDUSTRIES INC	OUTSIDE SERVICES	576.30
CONSTELLATION NEWENERGY, INC	UTILITIES	11,482.37
DAHME MECHANICAL INDUSTRIES	CAPITAL EQUIPMENT	99,888.00
NICOR	UTILITIES	714.03
OKEH ELECTRIC CO.	CAPITAL EQUIPMENT	8,825.00
USA BLUEBOOK	LAB SUPPLIES & EQUIPMENT	875.95
Total: 20 WASTEWATER SYSTEMS		<u>122,387.08</u>

*** GRAND TOTAL *** 263,567.39

Department: 00 GENERAL FUND

PADDOCK PUBLICATIONS	ESCROWS PAYABLE	193.20
ROBINSON ENGINEERING, LTD.	ESCROWS PAYABLE	18,563.50
Total: 00 GENERAL FUND		18,756.70

Department: 01 ADMINISTRATIVE

B&B NETWORKS, INC.	COMMUNICATIONS	82.58
CARD SERVICES	OPERATING EXPENSE	68.97
CARD SERVICES	COMMUNITY RELATIONS	1,152.70
CARD SERVICES	TRAINING EXPENSE	600.00
CARD SERVICES	REIMBURSED EXPENSES	42.60
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	166.39
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	930.00
KANE COUNTY RECORDER	REIMBURSED EXPENSES	364.00
VERIZON WIRELESS	COMMUNICATIONS	171.01
Total: 01 ADMINISTRATIVE		3,578.25

Department: 02 POLICE

ACTION AUTO WORKS INC	MAINTENANCE VEHICLES	337.55
B&B NETWORKS, INC.	COMMUNICATIONS	82.58
CARD SERVICES	TRAINING EXPENSE	200.02
CASH	OPERATING EXPENSE	63.44
CASH	GASOLINE	33.50
MOTOROLA INC.	DISPATCHING	408.00
RAY O'HERRON	TRAINING EXPENSE	3,410.00
SEC OF STATE/DEPT OF POLICE	MAINTENANCE VEHICLES	151.00
STEPHEN D. TOUSEY LAW OFFICE	LEGAL EXPENSE	400.00
SWIFT WASH, LLC	MAINTENANCE VEHICLES	91.00
VERIZON WIRELESS	COMMUNICATIONS	210.95
WRIGHT EXPRESS FSC	GASOLINE	2,491.75
Total: 02 POLICE		7,879.79

Department: 03 PUBLIC WORKS

B&B NETWORKS, INC.	COMMUNICATIONS	82.58
C&L RENTALS	MAINTENANCE EQUIPMENT	249.91
CARD SERVICES	UNIFORMS	125.98
CARD SERVICES	MAINTENANCE BUILDING	50.76
CENTURY SPRINGS	CONTRACTUAL SERVICES	40.95
COMMONWEALTH EDISON	STREETLIGHTING	131.79
ELMUND & NELSON CO.	MAINTENANCE STREETS	915.00
ENVIRONMENTAL SYSTEMS RESEARCH	CONTRACTUAL SERVICES	859.89
MENARDS - CARPENTERSVILLE	OPERATING EXPENSE	15.99
NAPA AUTO PARTS	GASOLINE	76.96
POMP'S TIRE SERVICE, INC.	MAINTENANCE EQUIPMENT	41.74
VERIZON WIRELESS	COMMUNICATIONS	175.51
WRIGHT EXPRESS FSC	GASOLINE	1,005.78
Total: 03 PUBLIC WORKS		3,772.84

Department: 04 BUILDING

ROBINSON ENGINEERING, LTD.	BUILDING PERMIT EXPENSE	2,650.00
SAFEBUILT, LLC	BUILDING PERMIT EXPENSE	31,490.64
Total: 04 BUILDING		34,140.64

Department: 06 PARKS

CHERRY VALLEY LANDSCAPE CENTER I	MAINTENANCE EQUIPMENT	944.55
PLAYGROUND BORDERS DIRECT	CAPITAL EQUIPMENT	2,736.42
VULCAN MATERIALS COMPANY	MAINTENANCE GROUNDS	736.95

Total: 06 PARKS 4,417.92

Department: 08 GARBAGE HAULING

MDC ENVIRONMENTAL SVCS. 65,319.99

Total: 08 GARBAGE HAULING 65,319.99

Department: 10 WATER SYSTEMS

AQUA BACKFLOW, INC. 10.00

B&B NETWORKS, INC. 82.58

BATTERIES PLUS 430.80

CONSTELLATION NEWENERGY, INC 6,202.58

FERGUSON WATERWORKS 215.21

MENARDS - CARPENTERSVILLE 523.60

PACE ANALYTICAL SERVICES 1,563.10

SOLUTIENT TECHNOLOGIES, LLC 7,773.00

VERIZON WIRELESS 266.95

WRIGHT EXPRESS FSC 333.19

Total: 10 WATER SYSTEMS 17,401.01

Department: 20 WASTEWATER SYSTEMS

CARD SERVICES 190.05

LESMAN 3,055.22

SUBURBAN LABORATORIES 4,293.38

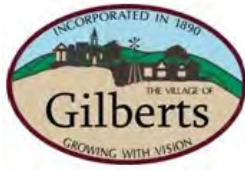
TROJAN UV 7,171.50

USA BLUEBOOK 214.00

WRIGHT EXPRESS FSC 333.20

Total: 20 WASTEWATER SYSTEMS 15,257.35

*** GRAND TOTAL *** 170,524.49



Village of Gilberts
Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
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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: April 13, 2023
SUBJECT: March 31, 2023 Treasurer's Report

Here is a brief snapshot of the Village's Budget vs. Actual as of March 31, 2023 for the General and Water Funds.

General Fund	Budget	Actual	% BDGT Used
Revenues	5,750,856.00	5,973,408.05	104%
Expenditures	5,468,988.00	4,573,936.91	84%
Net of Rev & Exp	281,868.00	1,399,471.14	

Water Fund	Budget	Actual	% BDGT Used
Revenues	3,673,811.00	2,203,610.45	60%
Expenditures	3,673,811.00	2,694,610.34	73%
Net of Rev & Exp	0.00	(490,999.89)	

The percent of fiscal year completed for this report is 92%. The General Fund revenues are at 104% and expenditures are at 84%; Water Fund revenues are at 60% and expenditures are at 73%. Looking at all funds, village-wide revenues are at 77%; and expenditures are at 80%. To date, \$877,417 of the \$1M in ARPA funds have been used for the approved expenditures within both the General and Water funds.

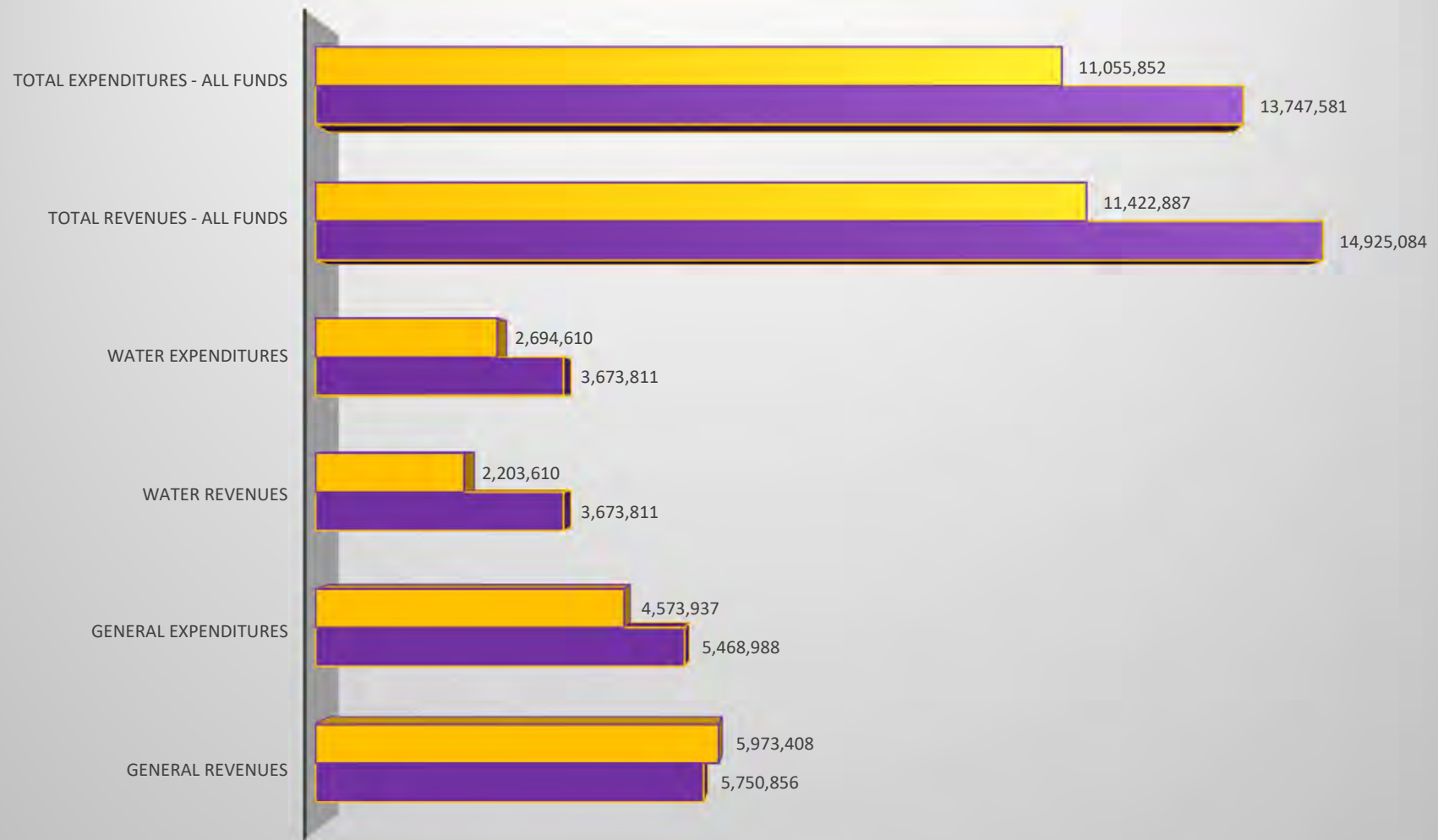
As the 2022 road program is a significant portion of the Village-wide expenditures this fiscal year, the Net of Revenues & Expenditures for All Funds is also shown with the Infrastructure Fund excluded at the bottom of the SUMMARY page. This gives the Board a more concise view on all the other funds.

Also included in this report for March 31, 2023 are:
Revenue and Expense Budget vs. 03/31/23 YTD chart
Summary – All Funds report
Detail – All Funds report

Respectfully submitted,
Taunya Fischer, Finance Director

Village of Gilberts Revenues vs. Expenditures 2022-23 Budget vs. YTD as of 3/31/2023

YTD AS OF 3/31/2023 2022-23 BUDGET



REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE
PERIOD ENDING 03/31/2023 - SUMMARY
% Fiscal Year Completed: 91.78

GL NUMBER	2022-23 BUDGET	YTD BALANCE 03/31/2023	ACTIVITY FOR MONTH 03/31/2023	AVAILABLE BALANCE	% BDGT USED
Fund 01 - GENERAL FUND:					
TOTAL REVENUES	5,750,856.00	5,973,408.05	(195,127.70)	(222,552.05)	104
TOTAL EXPENDITURES	5,468,988.00	4,573,936.91	(296,760.64)	895,051.09	84
NET OF REVENUES & EXPENDITURES	281,868.00	1,399,471.14	101,632.94	(1,117,603.14)	
Fund 11 - COMMUNITY DAYS:					
TOTAL REVENUES	78,400.00	77,017.23	-	1,382.77	98
TOTAL EXPENDITURES	63,766.00	66,045.02	-	(2,279.02)	104
NET OF REVENUES & EXPENDITURES	14,634.00	10,972.21	-	3,661.79	
Fund 12 - INFRASTRUCTURE FUND:					
TOTAL REVENUES	3,369,200.00	521,200.51	56,731.58	2,847,999.49	15
TOTAL EXPENDITURES	3,322,022.00	2,600,754.42	24,757.18	721,267.58	78
NET OF REVENUES & EXPENDITURES	47,178.00	(2,079,553.91)	31,974.40	2,126,731.91	
Fund 15 - CAPITAL PROJECTS:					
TOTAL REVENUES	85,000.00	323,363.25	-	(238,363.25)	380
TOTAL EXPENDITURES	-	-	-	-	0
NET OF REVENUES & EXPENDITURES	85,000.00	323,363.25	-	(238,363.25)	
Fund 20 - WATER SYSTEM:					
TOTAL REVENUES	3,673,811.00	2,203,610.45	106,817.82	1,470,200.55	60
TOTAL EXPENDITURES	3,673,811.00	2,694,610.34	387,656.71	979,200.66	73
NET OF REVENUES & EXPENDITURES	-	(490,999.89)	(280,838.89)	490,999.89	
Fund 30 - MFT:					
TOTAL REVENUES	477,944.00	407,438.90	33,751.34	70,505.10	85
TOTAL EXPENDITURES	125,000.00	58,994.13	47,245.71	66,005.87	47
NET OF REVENUES & EXPENDITURES	352,944.00	348,444.77	(13,494.37)	4,499.23	
Fund 31 - PERFORMANCE BOND:					
TOTAL REVENUES	45.00	4,647.13	699.47	(4,602.13)	10327
TOTAL EXPENDITURES	-	4.31	0.40	(4.31)	100
NET OF REVENUES & EXPENDITURES	45.00	4,642.82	699.07	(4,597.82)	
Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:					
TOTAL REVENUES	200,400.00	244,891.52	65.94	(44,491.52)	122
TOTAL EXPENDITURES	101,000.00	50,000.00	50,000.00	51,000.00	50
NET OF REVENUES & EXPENDITURES	99,400.00	194,891.52	(49,934.06)	(95,491.52)	
Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:					
TOTAL REVENUES	886,650.00	940,272.51	61.57	(53,622.51)	106
TOTAL EXPENDITURES	802,550.00	849,493.47	550.00	(46,943.47)	106
NET OF REVENUES & EXPENDITURES	84,100.00	90,779.04	(488.43)	(6,679.04)	
Fund 40 - DRUG FORFEITURE PD ACCOUNT:					
TOTAL REVENUES	10.00	2,823.58	3.37	(2,813.58)	28236
TOTAL EXPENDITURES	-	12,124.27	7,665.80	(12,124.27)	100
NET OF REVENUES & EXPENDITURES	10.00	(9,300.69)	(7,662.43)	9,310.69	
Fund 43 - POLICE PENSION FUND:					
TOTAL REVENUES	402,768.00	724,214.08	-	(321,446.08)	180
TOTAL EXPENDITURES	190,444.00	149,888.69	-	40,555.31	79
NET OF REVENUES & EXPENDITURES	212,324.00	574,325.39	-	(362,001.39)	
TOTAL REVENUES - ALL FUNDS	14,925,084.00	11,422,887.21	3,003.39	3,502,196.79	77
TOTAL EXPENDITURES - ALL FUNDS	13,747,581.00	11,055,851.56	221,115.16	2,691,729.44	80
NET OF REVENUES & EXPENDITURES	1,177,503.00	367,035.65	(218,111.77)	810,467.35	
NET LESS INFRASTRUCTURE FUND	1,130,325.00	2,446,589.56	(250,086.17)	(1,316,264.56)	

REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE

PERIOD ENDING 03/31/2023 - DETAIL

% Fiscal Year Completed: 91.78

GL NUMBER	DESCRIPTION	2022-23 BUDGET	YTD BALANCE 03/31/2023	ACTIVITY FOR	AVAILABLE BALANCE	% BDGT USED
				MONTH 03/31/2023		
Fund 01 - GENERAL FUND						
Revenues						
Dept 00 - GENERAL FUND						
01-00-3010	PROPERTY TAX	1,289,412.00	1,287,419.77	-	1,992.23	100
01-00-3020	PERSONAL PROPERTY REPL TAX	350.00	1,006.99	84.47	(656.99)	288
01-00-3030	TAX-SALES	400,000.00	528,090.45	45,419.49	(128,090.45)	132
01-00-3040	TAX-STATE INCOME	1,049,096.00	1,234,412.73	72,914.51	(185,316.73)	118
01-00-3041	STATE LOCAL USE TAX	294,064.00	313,822.94	38,341.83	(19,758.94)	107
01-00-3043	CANNABIS USE TAX	15,498.00	11,976.80	1,035.48	3,521.20	77
01-00-3060	LICENSE-LIQUOR	11,900.00	13,900.00	-	(2,000.00)	117
01-00-3090	PULLTABS & JAR GAMES TAX	675.00	1,027.31	-	(352.31)	152
01-00-3100	FEE-BUSINESS REGISTRATION	3,800.00	3,996.00	25.00	(196.00)	105
01-00-3110	FEE-CABLE FRANCHISE	55,000.00	44,108.62	-	10,891.38	80
01-00-3140	UTIL TAX-ELECTRIC	170,000.00	180,470.13	14,788.21	(10,470.13)	106
01-00-3150	ULT TAX-GAS	95,000.00	185,762.24	25,975.33	(90,762.24)	196
01-00-3160	CONTRACTOR REGISTRATION	8,300.00	10,130.00	1,100.00	(1,830.00)	122
01-00-3180	ULIT TAX-COMMUNICATIONS	65,000.00	60,264.10	4,861.04	4,735.90	93
01-00-3200	ZBA/PLAN.COMM. HEARINGS	-	3,500.00	1,500.00	(3,500.00)	100
01-00-3210	MISCELLANEOUS INCOME	5,000.00	45,588.04	6,277.85	(40,588.04)	912
01-00-3211	PLANNED USE OF FUND RESERVES	549,510.00	-	-	549,510.00	0
01-00-3220	FINES-COURT	17,000.00	19,251.19	774.00	(2,251.19)	113
01-00-3230	FINES-OTHER	5,000.00	4,512.00	1,685.00	488.00	90
01-00-3240	FINES-CODE BUILDING	-	1,350.00	-	(1,350.00)	100
01-00-3250	FEES-BUILDING PERMITS	26,288.00	136,905.52	20,766.00	(110,617.52)	521
01-00-3260	OVERWT/SIZE PERMIT FEE	4,000.00	2,370.00	540.00	1,630.00	59
01-00-3280	BUILDING ENGINEERING FEES	-	27,962.60	6,780.00	(27,962.60)	100
01-00-3290	RECYCLING LICENSE	2,500.00	2,500.00	2,500.00	-	100
01-00-3330	PARK PAVILION RENTAL	250.00	765.00	15.00	(515.00)	306
01-00-3410	INTEREST EARNED	2,000.00	300,867.21	46,026.95	(298,867.21)	15043
01-00-3440	PARK IMPACT FEES	19,860.00	116,992.00	30,948.00	(97,132.00)	589

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	USED
01-00-3451	GILBERTS POLICE REPORT REQUEST	200.00	250.00	25.00	(50.00)	125
01-00-3460	MUNICIPAL UTILITY IMPACT FEE	7,500.00	22,000.00	6,000.00	(14,500.00)	293
01-00-3480	ANTENNA RENTAL	66,935.00	65,506.45	8,299.51	1,428.55	98
01-00-3500	GRANT REVENUE	553,908.00	251,563.79	(619,945.30)	302,344.21	45
01-00-3530	VACANT PROP / BUILDING REGISTRATION	200.00	-	-	200.00	0
01-00-3540	RAFFLE LICENSE	60.00	80.00	-	(20.00)	133
01-00-3560	GARBAGE HAULER LICENSE	800.00	200.00	-	600.00	25
01-00-3580	VIDEO GAMING	130,000.00	147,410.26	15,262.79	(17,410.26)	113
01-00-3590	VIDEO GAMING LICENSE	12,000.00	13,075.00	-	(1,075.00)	109
01-00-3630	MUNICIPAL IMPACT FEE	41,250.00	132,000.00	33,000.00	(90,750.00)	320
01-00-3680	APPLICATION FEE - POLICE DEPT.	1,000.00	-	-	1,000.00	0
01-00-3960	REIMBURSED INCOME	-	794.64	-	(794.64)	100
01-00-8100	TRANSFERS IN	-	4.31	0.40	(4.31)	100
Total Dept 00 - GENERAL FUND		4,903,356.00	5,171,836.09	(234,999.44)	(268,480.09)	105
Dept 07 - ENHANCED DUI PROGRAM						
01-07-3017	ENHANCED DUI - VEHICLE SEIZURE	3,000.00	4,000.00	-	(1,000.00)	133
Total Dept 07 - ENHANCED DUI PROGRAM		3,000.00	4,000.00	-	(1,000.00)	133
Dept 08 - GARBAGE HAULING						
01-08-3018	GARBAGE REVENUE	800,000.00	760,434.26	39,628.66	39,565.74	95
01-08-3028	FRANCHISE REVENUE -GARBAGE	40,000.00	31,413.99	-	8,586.01	79
01-08-3080	LATE FEES	4,500.00	5,723.71	243.08	(1,223.71)	127
Total Dept 08 - GARBAGE HAULING		844,500.00	797,571.96	39,871.74	46,928.04	94
TOTAL REVENUES		5,750,856.00	5,973,408.05	(195,127.70)	(222,552.05)	104
Expenditures						
Dept 00 - GENERAL FUND						
01-00-8500	TRANSFERS OUT	-	238,363.25	-	(238,363.25)	100
Total Dept 00 - GENERAL FUND		-	238,363.25	-	(238,363.25)	100
Dept 01 - ADMINISTRATIVE						
01-01-5010	WAGES-BOARD	24,000.00	19,625.00	1,875.00	4,375.00	82
01-01-5020	WAGES-PLANNING AND ZBA	2,100.00	500.00	-	1,600.00	24

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	USED
01-01-5030	WAGES-GENERAL	292,622.00	289,658.21	36,281.80	2,963.79	99
01-01-5032	WAGES - OVERTIME	1,000.00	-	-	1,000.00	0
01-01-5040	FICA	19,761.00	18,727.11	2,324.28	1,033.89	95
01-01-5050	MEDICARE	4,621.00	4,379.65	543.58	241.35	95
01-01-5051	STATE UNEMPL TAX	8,000.00	4,287.59	3,146.24	3,712.41	54
01-01-5052	IMRF	31,311.00	30,816.48	3,856.73	494.52	98
01-01-5054	GROUP HEALTH INS	53,688.00	29,416.25	2,577.63	24,271.75	55
01-01-5056	WORKER'S COMP INS	38,000.00	37,182.60	514.50	817.40	98
01-01-5060	OPERATING EXPENSE	3,500.00	1,810.98	264.99	1,689.02	52
01-01-5070	DUES	7,100.00	6,625.00	280.00	475.00	93
01-01-5080	LEGAL NOTICES	1,600.00	902.80	257.60	697.20	56
01-01-5090	COMMUNICATIONS	14,100.00	8,441.86	830.57	5,658.14	60
01-01-5100	POSTAGE	2,300.00	1,400.00	-	900.00	61
01-01-5110	PRINTING	7,400.00	5,906.25	-	1,493.75	80
01-01-5150	COMMUNITY RELATIONS	7,000.00	4,964.60	-	2,035.40	71
01-01-5190	RENTAL-EQUIPMENT	6,693.00	2,256.06	372.23	4,436.94	34
01-01-5200	OFFICE SUPPLIES	4,000.00	2,643.24	262.75	1,356.76	66
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	80,984.45	13,915.00	(15,984.45)	125
01-01-5240	ACCOUNTING SERVICES	40,000.00	43,000.00	-	(3,000.00)	108
01-01-5252	STORM WATER MGMT. PROFESSIONAL	10,000.00	-	-	10,000.00	0
01-01-5270	BANK FEES	175.00	108.37	-	66.63	62
01-01-5310	INSURANCE LIABILITY	39,000.00	43,568.00	-	(4,568.00)	112
01-01-5320	INSURANCE VEHICLES & EQUIP.	10,000.00	9,143.00	-	857.00	91
01-01-5360	ENGINEERING SERVICES	15,800.00	44,736.25	-	(28,936.25)	283
01-01-5400	MAINTENANCE EQUIPMENT	600.00	-	-	600.00	0
01-01-5410	MAINTENANCE BUILDING	4,150.00	1,781.67	298.25	2,368.33	43
01-01-5450	CONTRACTUAL SERVICES	35,657.00	31,342.89	2,012.97	4,314.11	88
01-01-5480	CAPITAL EQUIPMENT	48,500.00	5,300.34	4,023.40	43,199.66	11
01-01-5491	EMPLOYEE ENGAGEMENT	3,000.00	1,582.32	-	1,417.68	53
01-01-5560	VILLAGE PLANNER SERVICES	105,000.00	34,043.51	7,604.72	70,956.49	32
01-01-5580	TRAINING EXPENSE	24,105.00	1,974.22	-	22,130.78	8
01-01-5661	73 INDUSTRIAL PRINCIPAL	80,200.00	27,074.64	4,648.37	53,125.36	34

GL NUMBER	DESCRIPTION	ACTIVITY FOR				
		2022-23 BUDGET	YTD BALANCE 03/31/2023	MONTH 03/31/2023	AVAILABLE BALANCE	% BDGT USED
01-01-5671	73 INDUSTRIAL INTEREST	15,000.00	15,051.84	2,372.71	(51.84)	100
01-01-5960	REIMBURSED EXPENSES	-	-	(50,000.00)	-	0
01-01-8500	TRANSFERS OUT	784,900.00	900.00	(619,945.30)	784,000.00	0
Total Dept 01 - ADMINISTRATIVE		1,818,783.00	810,135.18	(581,681.98)	1,008,647.82	45
Dept 02 - POLICE						
01-02-5030	WAGES-POLICE	795,439.00	850,990.45	104,925.91	(55,551.45)	107
01-02-5031	WAGES - HOLIDAY WORKED	25,000.00	19,696.22	2,141.29	5,303.78	79
01-02-5032	WAGES - OVERTIME	20,000.00	15,375.80	2,069.62	4,624.20	77
01-02-5040	FICA	49,317.00	53,180.49	6,622.79	(3,863.49)	108
01-02-5050	MEDICARE	11,534.00	12,437.35	1,548.86	(903.35)	108
01-02-5052	IMRF	4,893.00	4,510.04	563.64	382.96	92
01-02-5054	GROUP HEALTH INS	123,832.00	100,259.48	9,017.12	23,572.52	81
01-02-5058	UNIFORMS	11,800.00	5,711.84	888.24	6,088.16	48
01-02-5060	OPERATING EXPENSE	7,150.00	5,554.79	195.71	1,595.21	78
01-02-5070	DUES	3,460.00	2,970.00	-	490.00	86
01-02-5090	COMMUNICATIONS	10,000.00	6,364.88	917.75	3,635.12	64
01-02-5110	PRINTING	1,000.00	657.34	53.95	342.66	66
01-02-5170	PUBLICATIONS/BROCHURES	150.00	106.00	-	44.00	71
01-02-5180	SMALL TOOLS AND EQUIPMENT	750.00	244.93	-	505.07	33
01-02-5190	RENTAL-EQUIPMENT	-	186.11	186.11	(186.11)	100
01-02-5200	OFFICE SUPPLIES	2,500.00	1,558.13	155.40	941.87	62
01-02-5230	LEGAL EXPENSE	5,500.00	5,072.50	400.00	427.50	92
01-02-5300	DISPATCHING	92,000.00	89,825.00	-	2,175.00	98
01-02-5370	GASOLINE	28,000.00	27,948.05	2,154.32	51.95	100
01-02-5390	MAINTENANCE VEHICLES	26,200.00	24,272.99	5,753.73	1,927.01	93
01-02-5400	MAINTENANCE EQUIPMENT	3,000.00	2,713.67	667.50	286.33	90
01-02-5410	MAINTENANCE BUILDING	22,350.00	31,632.24	-	(9,282.24)	142
01-02-5450	CONTRACTUAL SERVICES	12,915.00	13,904.77	1,826.95	(989.77)	108
01-02-5480	CAPITAL EQUIPMENT	129,750.00	168,005.46	7,942.31	(38,255.46)	129
01-02-5570	COMMUNITY RELATIONS	2,000.00	597.66	508.30	1,402.34	30
01-02-5580	TRAINING EXPENSE	9,550.00	4,690.44	-	4,859.56	49
01-02-8500	TRANSFERS OUT-POLICE	35,000.00	35,000.00	-	-	100
Total Dept 02 - POLICE		1,433,090.00	1,483,466.63	148,539.50	(50,376.63)	104

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	USED
Dept 03 - PUBLIC WORKS						
01-03-5030	WAGES-PPW	238,641.00	219,930.10	24,045.22	18,710.90	92
01-03-5032	WAGES - OVERTIME	14,000.00	14,314.65	3,798.48	(314.65)	102
01-03-5040	FICA	14,796.00	14,189.08	1,707.20	606.92	96
01-03-5050	MEDICARE	3,460.00	3,318.44	399.27	141.56	96
01-03-5052	IMRF	25,535.00	25,013.04	2,959.77	521.96	98
01-03-5054	GROUP HEALTH INS	51,237.00	23,678.60	1,167.40	27,558.40	46
01-03-5058	UNIFORMS	1,500.00	1,252.77	-	247.23	84
01-03-5060	OPERATING EXPENSE	1,650.00	2,231.70	-	(581.70)	135
01-03-5070	DUES	370.00	752.00	382.00	(382.00)	203
01-03-5090	COMMUNICATIONS	4,000.00	1,785.36	256.00	2,214.64	45
01-03-5180	SMALL TOOLS AND EQUIPMENT	8,500.00	7,111.33	17.57	1,388.67	84
01-03-5190	RENTAL-EQUIPMENT	1,500.00	1,487.67	-	12.33	99
01-03-5251	NPDES PERMITS	1,000.00	1,000.00	-	-	100
01-03-5260	STREETLIGHTING	38,100.00	21,440.65	2,184.78	16,659.35	56
01-03-5370	GASOLINE	15,000.00	16,089.61	1,225.45	(1,089.61)	107
01-03-5380	SIGNS EXPENSE	12,500.00	209.40	-	12,290.60	2
01-03-5390	MAINTENANCE VEHICLES	25,500.00	28,534.26	4,793.57	(3,034.26)	112
01-03-5400	MAINTENANCE EQUIPMENT	15,000.00	7,614.62	908.54	7,385.38	51
01-03-5410	MAINTENANCE BUILDING	11,000.00	8,282.70	5,804.14	2,717.30	75
01-03-5420	MAINTENANCE STREETS	28,000.00	53,408.21	2,369.10	(25,408.21)	191
01-03-5440	MAINTENANCE GROUNDS	3,000.00	3,457.98	-	(457.98)	115
01-03-5441	TREE/SIDEWALK REPLACEMENT	2,500.00	1,048.48	-	1,451.52	42
01-03-5450	CONTRACTUAL SERVICES	37,555.00	35,236.85	803.46	2,318.15	94
01-03-5461	WEATHER SIREN MAINTENANCE	2,500.00	-	-	2,500.00	0
01-03-5480	CAPITAL EQUIPMENT	295,000.00	234,919.71	-	60,080.29	80
01-03-5580	TRAINING EXPENSE	4,750.00	540.98	-	4,209.02	11
01-03-8500	TRANSFERS OUT	15,000.00	15,000.00	-	-	100
Total Dept 03 - PUBLIC WORKS		871,594.00	741,848.19	52,821.95	129,745.81	85
Dept 04 - BUILDING						
01-04-5030	WAGES-BUILDING	45,247.00	43,280.56	5,456.10	1,966.44	96
01-04-5040	FICA	2,805.00	2,683.40	338.28	121.60	96

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	USED
01-04-5050	MEDICARE	656.00	627.57	79.12	28.43	96
01-04-5052	IMRF	4,841.00	4,622.13	579.99	218.87	95
01-04-5054	GROUP HEALTH INS	40.00	36.30	3.30	3.70	91
01-04-5070	DUES	361.00	145.00	-	216.00	40
01-04-5090	COMMUNICATIONS	-	-	(433.95)	-	0
01-04-5200	OFFICE SUPPLIES	1,000.00	342.29	34.60	657.71	34
01-04-5250	BUILDING PERMIT EXPENSE	21,030.00	125,979.47	9,959.38	(104,949.47)	599
01-04-5450	CONTRACTUAL SERVICES	15,500.00	4,431.14	-	11,068.86	29
01-04-5580	TRAINING EXPENSE	500.00	-	-	500.00	0
Total Dept 04 - BUILDING		91,980.00	182,147.86	16,016.82	(90,167.86)	198
Dept 06 - PARKS						
01-06-5030	REG WAGES	24,336.00	12,855.00	945.00	11,481.00	53
01-06-5040	FICA	1,509.00	797.01	58.59	711.99	53
01-06-5050	MEDICARE	353.00	186.40	13.71	166.60	53
01-06-5060	OPERATING EXPENSE	250.00	673.69	-	(423.69)	269
01-06-5090	COMMUNICATIONS	2,520.00	2,359.08	214.48	160.92	94
01-06-5120	UTILITIES	4,200.00	2,864.92	117.41	1,335.08	68
01-06-5190	RENTAL-EQUIPMENT	2,000.00	2,920.80	-	(920.80)	146
01-06-5211	MAINTENANCE SUPPLIES	1,800.00	1,275.14	670.00	524.86	71
01-06-5350	MINOR PARK PROJECTS	500.00	-	-	500.00	0
01-06-5370	GASOLINE	600.00	600.00	-	-	100
01-06-5391	MAINTENANCE-SPORTS/PLAYGROUND EQUIP.	1,000.00	-	-	1,000.00	0
01-06-5400	MAINTENANCE EQUIPMENT	2,000.00	1,758.10	515.55	241.90	88
01-06-5410	MAINTENANCE BUILDING	700.00	84.54	-	615.46	12
01-06-5440	MAINTENANCE GROUNDS	20,050.00	14,149.70	-	5,900.30	71
01-06-5450	CONTRACTUAL SERVICES	9,500.00	5,600.00	-	3,900.00	59
01-06-5480	CAPITAL EQUIPMENT	110,000.00	16,840.42	-	93,159.58	15
01-06-8500	TRANSFERS OUT-PARKS	35,000.00	35,000.00	-	-	100
Total Dept 06 - PARKS		216,318.00	97,964.80	2,534.74	118,353.20	45
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

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	USED
Dept 08 - GARBAGE HAULING						
01-08-5068	GARBAGE HAULING EXPENSE	708,000.00	693,288.00	65,008.33	14,712.00	98
Total Dept 08 - GARBAGE HAULING		708,000.00	693,288.00	65,008.33	14,712.00	98
Dept 89 - GPD DOWN STATE PENSION FUND						
01-89-5621	GPD DOWNSTATE PENSION FUND	326,723.00	326,723.00	-	-	100
Total Dept 89 - GPD DOWN STATE PENSION FUND		326,723.00	326,723.00	-	-	100
TOTAL EXPENDITURES		5,468,988.00	4,573,936.91	(296,760.64)	895,051.09	84
Fund 01 - GENERAL FUND:						
TOTAL REVENUES		5,750,856.00	5,973,408.05	(195,127.70)	(222,552.05)	104
TOTAL EXPENDITURES		5,468,988.00	4,573,936.91	(296,760.64)	895,051.09	84
NET OF REVENUES & EXPENDITURES		281,868.00	1,399,471.14	101,632.94	(1,117,603.14)	

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH	BALANCE	USED
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	2,492.10	-	1,177.90	68
11-00-5130	MISCELLANEOUS EXPENSES	410.00	416.00	-	(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	66,045.02	-	(2,279.02)	104
TOTAL EXPENDITURES		63,766.00	66,045.02	-	(2,279.02)	104
Fund 11 - COMMUNITY DAYS:						
TOTAL REVENUES		78,400.00	77,017.23	-	1,382.77	98
TOTAL EXPENDITURES		63,766.00	66,045.02	-	(2,279.02)	104
NET OF REVENUES & EXPENDITURES		14,634.00	10,972.21	-	3,661.79	

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	USED
Fund 12 - INFRASTRUCTURE FUND						
Revenues						
Dept 00 - GENERAL FUND						
12-00-3031	NON HOME RULE 1% SALES TAX	360,000.00	482,450.12	42,892.25	(122,450.12)	134
12-00-3050	TAX-ROAD AND BRIDGE	9,000.00	9,430.90	-	(430.90)	105
12-00-3211	PLANNED USE OF FUND RESERVES	3,000,000.00	-	-	3,000,000.00	0
12-00-3390	SSA#24 BOND INTEREST	-	27,407.51	13,696.15	(27,407.51)	100
12-00-3410	INTEREST EARNED	200.00	1,911.98	143.18	(1,711.98)	956
Total Dept 00 - GENERAL FUND		3,369,200.00	521,200.51	56,731.58	2,847,999.49	15
TOTAL REVENUES		3,369,200.00	521,200.51	56,731.58	2,847,999.49	15
Expenditures						
Dept 00 - GENERAL FUND						
12-00-5270	BANK FEES	-	475.00	-	(475.00)	100
12-00-5360	ENGINEERING SERVICES	200,000.00	39,141.00	-	160,859.00	20
12-00-5480	CAPITAL EQUIPMENT	2,800,000.00	2,239,116.76	24,757.18	560,883.24	80
12-00-5490	GO BOND PRINCIPAL	215,000.00	215,000.00	-	-	100
12-00-5491	GO BOND INTEREST	107,022.00	107,021.66	-	0.34	100
Total Dept 00 - GENERAL FUND		3,322,022.00	2,600,754.42	24,757.18	721,267.58	78
TOTAL EXPENDITURES		3,322,022.00	2,600,754.42	24,757.18	721,267.58	78
Fund 12 - INFRASTRUCTURE FUND:						
TOTAL REVENUES		3,369,200.00	521,200.51	56,731.58	2,847,999.49	15
TOTAL EXPENDITURES		3,322,022.00	2,600,754.42	24,757.18	721,267.58	78
NET OF REVENUES & EXPENDITURES		47,178.00	(2,079,553.91)	31,974.40	2,126,731.91	

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH	BALANCE	USED
				03/31/2023		
Fund 15 - CAPITAL PROJECTS						
Revenues						
Dept 00 - GENERAL FUND						
15-00-8100	TRANSFERS IN	85,000.00	323,363.25	-	(238,363.25)	380
Total Dept 00 - GENERAL FUND		85,000.00	323,363.25	-	(238,363.25)	380
TOTAL REVENUES		85,000.00	323,363.25	-	(238,363.25)	380
Fund 15 - CAPITAL PROJECTS:						
TOTAL REVENUES		85,000.00	323,363.25	-	(238,363.25)	380
TOTAL EXPENDITURES		-	-	-	-	0
NET OF REVENUES & EXPENDITURES		85,000.00	323,363.25	-	(238,363.25)	

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	USED
Fund 20 - WATER SYSTEM						
Revenues						
Dept 00 - GENERAL FUND						
20-00-3022	INCOME - WASTEWATER	750,000.00	678,622.13	34,679.02	71,377.87	90
20-00-3032	INCOME - WATER	850,000.00	752,366.12	41,744.55	97,633.88	89
20-00-3080	LATE FEES	20,000.00	23,131.43	3,804.26	(3,131.43)	116
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	4,200.00	-	(2,500.00)	247
20-00-3320	FEE-TAP-ON SEWER	-	23,409.00	-	(23,409.00)	100
20-00-3360	METER SALES	7,050.00	27,457.55	6,508.91	(20,407.55)	389
20-00-3390	SSA#24 BOND INTEREST	100.00	27,407.73	13,696.14	(27,307.73)	27408
20-00-3410	INTEREST EARNED	4,000.00	46,606.79	6,384.94	(42,606.79)	1165
20-00-3500	GRANT REVENUE	-	619,945.30	619,945.30	(619,945.30)	100
20-00-3980	MISCELANEOUS REVENUE	-	102.60	-	(102.60)	100
20-00-8100	TRANSFERS IN	784,000.00	-	(619,945.30)	784,000.00	0
Total Dept 00 - GENERAL FUND		3,673,811.00	2,203,610.45	106,817.82	1,470,200.55	60
TOTAL REVENUES		3,673,811.00	2,203,610.45	106,817.82	1,470,200.55	60

Expenditures

Dept 10 - WATER SYSTEMS

20-10-5030	REG. WAGES	167,175.00	174,700.57	13,059.84	(7,525.57)	105
20-10-5032	WAGES - OVERTIME	7,000.00	10,193.10	10,193.10	(3,193.10)	146
20-10-5040	FICA	10,204.00	10,944.94	1,394.50	(740.94)	107
20-10-5050	MEDICARE	2,386.00	2,559.83	326.11	(173.83)	107
20-10-5052	IMRF	17,609.00	19,746.58	2,471.78	(2,137.58)	112
20-10-5054	GROUP HEALTH INS	38,087.00	32,098.26	2,851.86	5,988.74	84
20-10-5056	WORKER'S COMP INS	16,300.00	15,935.40	220.50	364.60	98
20-10-5058	UNIFORMS	1,300.00	760.90	-	539.10	59
20-10-5070	DUES	950.00	915.92	-	34.08	96
20-10-5080	LEGAL NOTICES	100.00	-	-	100.00	0
20-10-5090	COMMUNICATIONS	7,600.00	5,058.02	453.47	2,541.98	67
20-10-5091	JULIE LOCATE SUPPLIES	500.00	-	-	500.00	0
20-10-5100	POSTAGE	3,350.00	3,248.47	517.34	101.53	97

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	USED
20-10-5110	PRINTING	3,100.00	2,846.11	447.51	253.89	92
20-10-5120	UTILITIES	104,000.00	71,786.80	9,258.81	32,213.20	69
20-10-5180	SMALL TOOLS AND EQUIPMENT	4,500.00	1,113.95	85.33	3,386.05	25
20-10-5190	RENTAL-EQUIPMENT	1,500.00	668.74	186.11	831.26	45
20-10-5200	OFFICE SUPPLIES	1,000.00	768.78	123.11	231.22	77
20-10-5213	OUTSIDE SERVICES	21,000.00	23,096.45	7,800.00	(2,096.45)	110
20-10-5262	LAB SUPPLIES & EQUIPMENT	20,000.00	15,303.27	3,539.30	4,696.73	77
20-10-5281	CHEMICALS	80,000.00	61,744.90	17,915.25	18,255.10	77
20-10-5301	MAINT SUPPLIES-JANTORIAL	250.00	29.16	-	220.84	12
20-10-5310	INSURANCE LIABILITY	25,000.00	27,855.00	-	(2,855.00)	111
20-10-5320	INSURANCE VEHICLES & EQUIP.	6,500.00	5,845.00	-	655.00	90
20-10-5360	ENGINEERING SERVICES	10,000.00	12,540.59	-	(2,540.59)	125
20-10-5370	GASOLINE	5,000.00	4,026.78	213.17	973.22	81
20-10-5381	MAINTENANCE PARTS & MATERIALS	10,000.00	5,921.98	1,205.00	4,078.02	59
20-10-5390	MAINTENANCE VEHICLES	5,000.00	2,092.51	403.86	2,907.49	42
20-10-5410	MAINTENANCE BUILDING	12,000.00	1,880.62	330.91	10,119.38	16
20-10-5431	HYDRANT MAINTENANCE	5,000.00	-	-	5,000.00	0
20-10-5450	CONTRACTUAL SERVICES	66,218.00	52,631.73	299.45	13,586.27	79
20-10-5480	CAPITAL EQUIPMENT	215,000.00	170,394.55	-	44,605.45	79
20-10-5510	WATER METERS	56,670.00	141,362.09	56,397.00	(84,692.09)	249
20-10-5520	LABORATORY TESTING	10,000.00	19,233.26	6,127.30	(9,233.26)	192
20-10-5580	TRAINING EXPENSE	3,450.00	712.79	-	2,737.21	21
20-10-5601	REPAIRS-WATER DISTRIBUTION SYS.	13,500.00	4,347.19	-	9,152.81	32
20-10-5652	BRINE HAULING EXPENSES	35,000.00	47,968.20	9,467.90	(12,968.20)	137
20-10-5662	IEPA LOAN-PRINCIPAL	25,826.00	26,325.89	13,226.15	(499.89)	102
20-10-5672	IEPA LOAN - INTEREST	7,156.00	6,664.93	3,269.26	491.07	93
Total Dept 10 - WATER SYSTEMS		1,019,231.00	983,323.26	161,783.92	35,907.74	96
Dept 20 - WASTEWATER SYSTEMS						
20-20-5030	WAGES	138,461.00	163,312.93	13,507.00	(24,851.93)	118
20-20-5032	WAGES - OVERTIME	7,000.00	8,278.76	8,278.76	(1,278.76)	118
20-20-5040	FICA	8,423.00	10,288.29	1,320.30	(1,865.29)	122
20-20-5050	MEDICARE	1,970.00	2,406.04	308.78	(436.04)	122
20-20-5052	IMRF	14,537.00	18,327.38	2,315.87	(3,790.38)	126

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	USED
20-20-5054	GROUP HEALTH INS	28,208.00	22,759.37	1,867.71	5,448.63	81
20-20-5058	UNIFORMS	1,300.00	1,339.46	200.00	(39.46)	103
20-20-5090	COMMUNICATIONS	3,800.00	3,639.34	370.74	160.66	96
20-20-5091	JULIE LOCATE SUPPLIES	400.00	-	-	400.00	0
20-20-5100	POSTAGE	3,350.00	3,254.87	517.34	95.13	97
20-20-5110	PRINTING	3,100.00	2,846.09	447.50	253.91	92
20-20-5120	UTILITIES	140,000.00	101,647.99	13,513.51	38,352.01	73
20-20-5180	SMALL TOOLS AND EQUIPMENT	3,500.00	1,834.07	85.33	1,665.93	52
20-20-5190	RENTAL-EQUIPMENT	3,000.00	533.18	-	2,466.82	18
20-20-5200	OFFICE SUPPLIES	1,500.00	780.38	123.10	719.62	52
20-20-5213	OUTSIDE SERVICES	10,000.00	1,618.31	576.30	8,381.69	16
20-20-5251	NPDES PERMITS	20,000.00	17,500.00	-	2,500.00	88
20-20-5262	LAB SUPPLIES & EQUIPMENT	8,500.00	6,783.28	875.95	1,716.72	80
20-20-5281	CHEMICALS	50,000.00	47,652.42	9,079.60	2,347.58	95
20-20-5301	MAINT SUPPLIES-JANITORIAL	250.00	94.50	49.38	155.50	38
20-20-5360	ENGINEERING SERVICES	10,000.00	3,621.50	-	6,378.50	36
20-20-5370	GASOLINE	5,000.00	5,874.72	213.16	(874.72)	117
20-20-5381	MAINTENANCE PARTS & MATERIALS	18,000.00	9,710.02	1,984.06	8,289.98	54
20-20-5390	MAINTENANCE VEHICLES	5,000.00	2,501.95	648.34	2,498.05	50
20-20-5410	MAINTENANCE BUILDING	7,000.00	155.96	-	6,844.04	2
20-20-5450	CONTRACTUAL SERVICES	86,831.00	50,631.51	1,832.00	36,199.49	58
20-20-5480	CAPITAL EQUIPMENT	2,012,000.00	1,175,443.16	149,440.50	836,556.84	58
20-20-5520	LABORATORY TESTING	30,000.00	38,114.89	18,317.56	(8,114.89)	127
20-20-5580	TRAINING EXPENSE	3,450.00	1,087.79	-	2,362.21	32
20-20-5602	REPAIRS-W/WATER COLLECTION SYS.	10,000.00	1,469.79	-	8,530.21	15
20-20-5660	COLLECTION SYS. PUMP MAINT.	20,000.00	7,779.13	-	12,220.87	39
Total Dept 20 - WASTEWATER SYSTEMS		2,654,580.00	1,711,287.08	225,872.79	943,292.92	64
TOTAL EXPENDITURES		3,673,811.00	2,694,610.34	387,656.71	979,200.66	73
Fund 20 - WATER SYSTEM:						
TOTAL REVENUES		3,673,811.00	2,203,610.45	106,817.82	1,470,200.55	60
TOTAL EXPENDITURES		3,673,811.00	2,694,610.34	387,656.71	979,200.66	73
NET OF REVENUES & EXPENDITURES		-	(490,999.89)	(280,838.89)	490,999.89	

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH	BALANCE	USED
Fund 30 - MFT						
Revenues						
Dept 00 - GENERAL FUND						
30-00-3410	INTEREST EARNED	500.00	43,182.22	6,947.00	(42,682.22)	8636
30-00-3449	MFT - REBUILD IL FUNDS	-	75,558.86	-	(75,558.86)	100
30-00-3450	MOTOR FUEL TAX	477,444.00	288,697.82	26,804.34	188,746.18	60
Total Dept 00 - GENERAL FUND		477,944.00	407,438.90	33,751.34	70,505.10	85
TOTAL REVENUES		477,944.00	407,438.90	33,751.34	70,505.10	85
Expenditures						
Dept 00 - GENERAL FUND						
30-00-5462	MFT RESOLUTION	125,000.00	44,534.13	32,785.71	80,465.87	36
30-00-5463	MFT - REBUILD IL	-	14,460.00	14,460.00	(14,460.00)	100
Total Dept 00 - GENERAL FUND		125,000.00	58,994.13	47,245.71	66,005.87	47
TOTAL EXPENDITURES		125,000.00	58,994.13	47,245.71	66,005.87	47
Fund 30 - MFT:						
TOTAL REVENUES		477,944.00	407,438.90	33,751.34	70,505.10	85
TOTAL EXPENDITURES		125,000.00	58,994.13	47,245.71	66,005.87	47
NET OF REVENUES & EXPENDITURES		352,944.00	348,444.77	(13,494.37)	4,499.23	

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH	BALANCE	USED
Fund 31 - PERFORMANCE BOND						
Revenues						
Dept 00 - GENERAL FUND						
31-00-3410	INTEREST EARNED	45.00	4,647.13	699.47	(4,602.13)	10327
Total Dept 00 - GENERAL FUND		45.00	4,647.13	699.47	(4,602.13)	10327
TOTAL REVENUES		45.00	4,647.13	699.47	(4,602.13)	10327
Expenditures						
Dept 00 - GENERAL FUND						
31-00-8500	TRANSFERS OUT	-	4.31	0.40	(4.31)	100
Total Dept 00 - GENERAL FUND		-	4.31	0.40	(4.31)	100
TOTAL EXPENDITURES		-	4.31	0.40	(4.31)	100
Fund 31 - PERFORMANCE BOND:						
TOTAL REVENUES		45.00	4,647.13	699.47	(4,602.13)	10327
TOTAL EXPENDITURES		-	4.31	0.40	(4.31)	100
NET OF REVENUES & EXPENDITURES		45.00	4,642.82	699.07	(4,597.82)	

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH	BALANCE	USED
Fund 34 - TIF#1 CENTRAL REDEVELOPMENT						
Revenues						
Dept 00 - GENERAL FUND						
34-00-3010	PROPERTY TAX	200,000.00	244,203.52	-	(44,203.52)	122
34-00-3410	INTEREST EARNED	400.00	688.00	65.94	(288.00)	172
Total Dept 00 - GENERAL FUND		200,400.00	244,891.52	65.94	(44,491.52)	122
TOTAL REVENUES		200,400.00	244,891.52	65.94	(44,491.52)	122
Expenditures						
Dept 00 - GENERAL FUND						
34-00-5061	ADMINISTRATIVE FEES	1,000.00	-	-	1,000.00	0
34-00-5074	FACADE GRANT	-	50,000.00	50,000.00	(50,000.00)	100
34-00-5451	MINOR PROJECTS	100,000.00	-	-	100,000.00	0
Total Dept 00 - GENERAL FUND		101,000.00	50,000.00	50,000.00	51,000.00	50
TOTAL EXPENDITURES		101,000.00	50,000.00	50,000.00	51,000.00	50
Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:						
TOTAL REVENUES		200,400.00	244,891.52	65.94	(44,491.52)	122
TOTAL EXPENDITURES		101,000.00	50,000.00	50,000.00	51,000.00	50
NET OF REVENUES & EXPENDITURES		99,400.00	194,891.52	(49,934.06)	(95,491.52)	

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH	BALANCE	USED
Fund 35 - TIF#2 HIGGINS ROAD IND. PARK						
Revenues						
Dept 00 - GENERAL FUND						
35-00-3010	PROPERTY TAX	886,000.00	939,557.70	-	(53,557.70)	106
35-00-3410	INTEREST EARNED	650.00	714.81	61.57	(64.81)	110
Total Dept 00 - GENERAL FUND		886,650.00	940,272.51	61.57	(53,622.51)	106
TOTAL REVENUES		886,650.00	940,272.51	61.57	(53,622.51)	106
Expenditures						
Dept 00 - GENERAL FUND						
35-00-5061	ADMINISTRATIVE FEES	10,550.00	550.00	550.00	10,000.00	5
35-00-5071	TIF NOTE INTEREST	289,643.00	289,643.47	-	(0.47)	100
35-00-5081	TIF NOTE PRINCIPAL	502,357.00	559,300.00	-	(56,943.00)	111
Total Dept 00 - GENERAL FUND		802,550.00	849,493.47	550.00	(46,943.47)	106
TOTAL EXPENDITURES		802,550.00	849,493.47	550.00	(46,943.47)	106
Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:						
TOTAL REVENUES		886,650.00	940,272.51	61.57	(53,622.51)	106
TOTAL EXPENDITURES		802,550.00	849,493.47	550.00	(46,943.47)	106
NET OF REVENUES & EXPENDITURES		84,100.00	90,779.04	(488.43)	(6,679.04)	

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	03/31/2023	MONTH	BALANCE	USED
Fund 40 - DRUG FORFEITURE PD ACCOUNT						
Revenues						
Dept 00 - GENERAL FUND						
40-00-3164	DRUG FORFEITURE PD	-	2,808.16	-	(2,808.16)	100
40-00-3410	INTEREST EARNED	10.00	15.42	3.37	(5.42)	154
Total Dept 00 - GENERAL FUND		10.00	2,823.58	3.37	(2,813.58)	28236
TOTAL REVENUES		10.00	2,823.58	3.37	(2,813.58)	28236
Expenditures						
Dept 00 - GENERAL FUND						
40-00-5060	OPERATING EXPENSE	-	12,124.27	7,665.80	(12,124.27)	100
Total Dept 00 - GENERAL FUND		-	12,124.27	7,665.80	(12,124.27)	100
TOTAL EXPENDITURES		-	12,124.27	7,665.80	(12,124.27)	100
Fund 40 - DRUG FORFEITURE PD ACCOUNT:						
TOTAL REVENUES		10.00	2,823.58	3.37	(2,813.58)	28236
TOTAL EXPENDITURES		-	12,124.27	7,665.80	(12,124.27)	100
NET OF REVENUES & EXPENDITURES		10.00	(9,300.69)	(7,662.43)	9,310.69	

GL NUMBER	DESCRIPTION	ACTIVITY FOR				
		2022-23 BUDGET	YTD BALANCE 03/31/2023	MONTH 03/31/2023	AVAILABLE BALANCE	% BDGT USED
Fund 43 - POLICE PENSION FUND						
Revenues						
Dept 00 - GENERAL FUND						
43-00-3410	INTEREST EARNED	-	2,889.37	-	(2,889.37)	100
43-00-3421	UNREALIZED GAIN/LOSS	-	160,138.95	-	(160,138.95)	100
43-00-3490	EMPLOYER CONTRIBUTIONS	326,723.00	326,723.00	-	-	100
43-00-3491	EMPLOYEE CONTRIBUTIONS	76,045.00	234,462.76	-	(158,417.76)	308
Total Dept 00 - GENERAL FUND		402,768.00	724,214.08	-	(321,446.08)	180
TOTAL REVENUES		402,768.00	724,214.08	-	(321,446.08)	180
Expenditures						
Dept 00 - GENERAL FUND						
43-00-5030	RETIREE PENSION PAY	-	103,249.44	-	(103,249.44)	100
43-00-5040	FICA	-	14,188.86	-	(14,188.86)	100
43-00-5240	ACCOUNTING SERVICES	-	12,199.98	-	(12,199.98)	100
43-00-5310	INSURANCE LIABILITY	-	3,887.00	-	(3,887.00)	100
43-00-5321	PROFESSIONAL FEES	22,444.00	15,043.41	-	7,400.59	67
43-00-5509	PENSION EXPENSES	168,000.00	-	-	168,000.00	0
43-00-5580	TRAINING EXPENSE	-	1,320.00	-	(1,320.00)	100
Total Dept 00 - GENERAL FUND		190,444.00	149,888.69	-	40,555.31	79
TOTAL EXPENDITURES		190,444.00	149,888.69	-	40,555.31	79
Fund 43 - POLICE PENSION FUND:						
TOTAL REVENUES		402,768.00	724,214.08	-	(321,446.08)	180
TOTAL EXPENDITURES		190,444.00	149,888.69	-	40,555.31	79
NET OF REVENUES & EXPENDITURES		212,324.00	574,325.39	-	(362,001.39)	
TOTAL REVENUES - ALL FUNDS						
		14,925,084.00	11,422,887.21	3,003.39	3,502,196.79	77
TOTAL EXPENDITURES - ALL FUNDS						
		13,747,581.00	11,055,851.56	221,115.16	2,691,729.44	80
NET OF REVENUES & EXPENDITURES		1,177,503.00	367,035.65	(218,111.77)	810,467.35	



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
11-2023	Original	23-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Gilberts of Gilberts Governing Body Type Local Public Agency Type

Illinois that there is hereby appropriated the sum of one hundred twenty-five thousand Dollars (\$125,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/23 to 04/30/24
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Gilberts Local Public Agency Type Name of Local Public Agency

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Kelly Mastera Village Clerk in and for said Village Name of Clerk Local Public Agency Type Local Public Agency Type

of Gilberts in the State of Illinois, and keeper of the records and files thereof, as Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Gilberts at a meeting held on 04/18/23 Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18 day of 04/18/2023 Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date



Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type Original

Estimate of Cost for

Municipality

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Village of Gilberts	Kane	23-00000-00-GM	05/01/23	04/30/24

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow Removal	I	No	Salt	ton	1,000	\$75.00	\$75,000.00	\$75,000.00
Bond Payment	I	No	Road bond payment		1	\$50,000.00	\$50,000.00	\$50,000.00
Total Operation Cost								\$125,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total				

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance				

Remarks

SUBMITTED

Local Public Agency Official

Date

Saumya Siskar

3/22/2023

Title

Finance Director

APPROVED

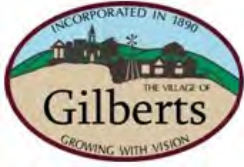
Regional Engineer

Department of Transportation

Date

County Engineer/Superintendent of Highways

Date



Village of Gilberts

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

To: President Zambetti and the Board of Trustees
From: Brian Bourdeau, Village Administrator
Taunya Fischer, Finance Director
Date: April 18, 2023 Village Board Meeting
Re: Items 6A – 6C: Fiscal Year Change and Adoption of the FYE 12/31/2023 Budget

Included in the packet are the following budget related items:

A) Public Hearing on the Fiscal Year Ending 12/31/2023 Budget

B) Ordinance to Change the Village's Fiscal Year

- The Ordinance to change the fiscal year has two components. The first component is the addition of a section to our code that specified the Village's fiscal year as January 1 – December 31. The second component is a clarification within the same Title of code relating to the position of Budget Officer for the Village. Section 2-6-2(A) provides for the Appointment; Term; Removal of the Budget Officer, "*A budget officer shall be appointed by the village president, with the advice and consent of the board of trustees, for a one-year term expiring on April 30 of each year. Removal from office shall be in accordance with applicable state law and applicable contractual provisions, if any. The budget officer may concurrently hold another nonconflicting municipal office, either elected or appointed.*" However, Section 2-6-2(F) provides "*The village administrator shall serve as budget officer for the village, and is hereby designated and approved as budget officer for the village. The budget officer shall serve for a term commensurate with his/her term as village administrator.*" We are recommending the removal of Section 2-6-2(A) in order to provide clarity and remove conflicting sections of Village Code.

C) The Fiscal Year Ending 12/31/2023 Budget

- Based upon the March 21 Budget Discussion the following change was made to the budget:
 1. Addition of \$150,000 in the Capital Fund for the purchase of a F-750 to replace the 2008 F-550. This was one of the Public Works proposed vehicle purchases discussed. The interfund transfer from the General Fund to the Capital Fund was already accounted for in the draft budget and as such there is no change to the General Fund due to this item. This addition in the Capital Fund is the formal recognition of the expense in the Capital Fund;
 2. Minor adjustments in the General Fund to Professional Association Memberships to accurately reflect upcoming renewals;
 3. Addition of funds to provide sufficient funding for a FYE 12/31/2023 Merit Pool of 0 – 2%.

NOTICE OF A HYBRID PUBLIC HEARING
On the Adoption of the
Annual Budget Ordinance
for the
Village of Gilberts

The Village President of the Village of Gilberts has determined that it is not practical or prudent to schedule an exclusively in-person meeting due to local trends in the COVID-19 pandemic, therefore, this meeting will be held in a hybrid format in accordance with Section 7(e) of the Open Meetings Act.

Notice is hereby given that the Corporate Authorities of the Village of Gilberts will hold a public hearing on the proposed Budget Ordinance for the Village of Gilberts for the Fiscal Year May 1, 2023 - December 31, 2023 on April 18, 2023 at 7:00 p.m. at the Village of Gilberts, 87 Galligan Road, Gilberts, Illinois. Due to the COVID-19 pandemic, some or all of the members of the Village Board may participate in the hearing remotely. The public is encouraged to attend and participate in the public hearing remotely via the following zoom link: (<https://us06web.zoom.us/j/82589743474>) or via phone at (+1 312 626 6799) with the meeting ID of (825 8974 3474). Members of the public can also submit written comments via email at info@villageofgilberts.com. Any written comments received by 5:00 p.m. on April 18, 2023 will be submitted into the record of the meeting, but may not appear in their totality in the minutes. A copy of the proposed Budget has been available as of March 3, 2023 and is accessible for examination on the Village website at www.villageofgilberts.com in the Village Board Packet for the March 7, 2023 board meeting section of the website or by appointment at Village Hall with Kelly Mastera between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.

Kelly Mastera
Village Clerk

Published in The Daily Herald on _____.

VILLAGE OF GILBERTS

ORDINANCE 03-2023

**AN ORDINANCE ADOPTING THE FISCAL YEAR ENDING DECEMBER 31, 2023
BUDGET**

WHEREAS, the Village of Gilberts, an Illinois municipal corporation organized and operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq. and all laws supplementary thereto; and

WHEREAS, the Village determined that it was in the public interest to provide for the budget procedure and adopted such procedure by ordinance as established by law pursuant to Illinois Compiled Statutes, 65 ILCS 5/8-2-9.1; and

WHEREAS, the Budget Officer has compiled a budget for fiscal year end May 1 to December 31, 2023 as provided pursuant to Illinois Complices Statutes, 65 ILCS 5/8-2-9.3; and

WHEREAS, the corporate authorities have made the proposed May 1 to December 31, 2023 Budget conveniently available for public inspection at least (10) days prior to the public hearing on the budget and copies have been made available; and

WHEREAS, notices of availability for public inspection of the budget and of the public hearing have been given at least ten (10) days prior to the time of the hearing by publication in the Daily Herald, a newspaper having general circulation in the municipality; and

WHEREAS, not less than one week after the publication of the tentative annual budget and prior to final action on the budget, the corporate authorities have held at least one (1) public hearing on the tentative annual budget, after which the budget may be further revised and passed without further inspection or notice of hearing.

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

Section One. The fiscal year May 1 to December 31, 2023 Annual Budget attached hereto and made a part hereof is hereby passed and adopted by a majority vote of the corporate authorities now holding office, including the President of the Board, which passage and approval is before the beginning of the fiscal year for May 1 to December 31, 2023. Passage of the May 1 to December 31, 2023 Annual Budget Ordinance shall be in lieu of an annual appropriation ordinance as required by 65 ILCS 5/8-2-9.1.

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

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

Section Four. 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 _____, 2023.

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

APPROVED THIS ____ DAY OF April, 2023

Village President, Guy Zambetti

(SEAL)

ATTEST: _____

Village Clerk, Kelly Mastera

Published: _____

GL NUMBER	DESCRIPTION	
ESTIMATED REVENUES		
Dept 00 - GENERAL FUND		
01-00-3010	PROPERTY TAX	1,359,286
01-00-3020	PERSONAL PROPERTY REPL TAX	900
01-00-3030	TAX-SALES	336,000
01-00-3040	TAX-STATE INCOME	800,000
01-00-3041	STATE LOCAL USE TAX	206,000
01-00-3043	CANNABIS USE TAX	13,250
01-00-3060	LICENSE-LIQUOR	13,900
01-00-3090	PULLTABS & JAR GAMES TAX	900
01-00-3100	FEE-BUSINESS REGISTRATION	3,800
01-00-3110	FEE-CABLE FRANCHISE	36,700
01-00-3140	UTIL TAX-ELECTRIC	113,400
01-00-3150	ULT TAX-GAS	67,000
01-00-3180	ULIT TAX-COMMUNICATIONS	40,000
01-00-3210	MISCELLANEOUS INCOME	5,000
01-00-3220	FINES-COURT	11,400
01-00-3230	FINES-OTHER	2,000
01-00-3250	FEES-BUILDING PERMITS	78,000
01-00-3260	OVERWT/SIZE PERMIT FEE	1,500
01-00-3280	BUILDING ENGINEERING FEES	5,000
01-00-3330	PARK PAVILION RENTAL	500
01-00-3410	INTEREST EARNED	34,000
01-00-3440	PARK IMPACT FEES	26,480
01-00-3451	GILBERTS POLICE REPORT REQUEST	135
01-00-3460	MUNICIPAL UTILITY IMPACT FEE	10,000
01-00-3480	ANTENNA RENTAL	45,072
01-00-3500	GRANT REVENUE	6,256
01-00-3540	RAFFLE LICENSE	60
01-00-3560	GARBAGE HAULER LICENSE	400
01-00-3580	VIDEO GAMING	104,000
01-00-3630	MUNICIPAL IMPACT FEE	55,000
01-00-8100	TRANSFERS IN	1,000
Totals for dept 00 - GENERAL FUND		3,376,939
Dept 07 - ENHANCED DUI PROGRAM		
01-07-3017	ENHANCED DUI - VEHICLE SEIZURE	2,000
Totals for dept 07 - ENHANCED DUI PROGRAM		2,000
Dept 08 - GARBAGE HAULING		
01-08-3018	GARBAGE REVENUE	534,000
01-08-3028	FRANCHISE REVENUE -GARBAGE	26,700
01-08-3080	LATE FEES	3,000
Totals for dept 08 - GARBAGE HAULING		563,700
TOTAL ESTIMATED REVENUES		3,942,639

GL NUMBER	DESCRIPTION	
APPROPRIATIONS		
Dept 01 - ADMINISTRATIVE		
01-01-5010	WAGES-BOARD	16,000
01-01-5020	WAGES-PLANNING AND ZBA	2,100
01-01-5030	WAGES-GENERAL	225,286
01-01-5040	FICA	6,708
01-01-5050	MEDICARE	3,529
01-01-5051	STATE UNEMPL TAX	22,000
01-01-5052	IMRF	23,948
01-01-5054	GROUP HEALTH INS	31,936
01-01-5056	WORKER'S COMP INS	42,000
01-01-5060	OPERATING EXPENSE	3,500
01-01-5070	DUES	7,785
01-01-5080	LEGAL NOTICES	1,600
01-01-5090	COMMUNICATIONS	13,260
01-01-5100	POSTAGE	2,300
01-01-5110	PRINTING	7,400
01-01-5150	COMMUNITY RELATIONS	5,500
01-01-5190	RENTAL-EQUIPMENT	3,441
01-01-5200	OFFICE SUPPLIES	2,667
01-01-5210	NISRA EXPENSE	900
01-01-5230	LEGAL EXPENSE	50,000
01-01-5240	ACCOUNTING SERVICES	48,000
01-01-5270	BANK FEES	175
01-01-5310	INSURANCE LIABILITY	48,000
01-01-5320	INSURANCE VEHICLES & EQUIP.	11,000
01-01-5360	ENGINEERING SERVICES	25,800
01-01-5400	MAINTENANCE EQUIPMENT	600
01-01-5410	MAINTENANCE BUILDING	4,000
01-01-5450	CONTRACTUAL SERVICES	62,757
01-01-5480	CAPITAL EQUIPMENT	8,500
01-01-5491	EMPLOYEE ENGAGEMENT	3,000
01-01-5560	VILLAGE PLANNER SERVICES	40,000
01-01-5580	TRAINING EXPENSE	24,105
01-01-5661	73 INDUSTRIAL PRINCIPAL	30,000
01-01-5671	73 INDUSTRIAL INTEREST	15,000
01-01-8500	TRANSFERS OUT	1,050
Totals for dept 01 - ADMINISTRATIVE		793,847
Dept 02 - POLICE		
01-02-5030	WAGES-POLICE	650,812
01-02-5031	WAGES - HOLIDAY WORKED	17,308
01-02-5032	WAGES - OVERTIME	11,819
01-02-5040	FICA	39,633
01-02-5050	MEDICARE	9,269
01-02-5052	IMRF	3,484
01-02-5054	GROUP HEALTH INS	108,290
01-02-5058	UNIFORMS	11,800
01-02-5060	OPERATING EXPENSE	2,834
01-02-5070	DUES	3,460
01-02-5090	COMMUNICATIONS	6,173
01-02-5110	PRINTING	1,000
01-02-5170	PUBLICATIONS/BROCHURES	150
01-02-5180	SMALL TOOLS AND EQUIPMENT	750
01-02-5190	RENTAL-EQUIPMENT	2,235
01-02-5200	OFFICE SUPPLIES	1,667
01-02-5230	LEGAL EXPENSE	3,667
01-02-5300	DISPATCHING	95,000
01-02-5370	GASOLINE	18,700
01-02-5390	MAINTENANCE VEHICLES	17,470
01-02-5400	MAINTENANCE EQUIPMENT	2,000
01-02-5410	MAINTENANCE BUILDING	13,950
01-02-5450	CONTRACTUAL SERVICES	12,445
01-02-5570	COMMUNITY RELATIONS	1,400
01-02-5580	TRAINING EXPENSE	8,950
01-02-8500	TRANSFERS OUT-POLICE	40,100
Totals for dept 02 - POLICE		1,084,366
Dept 03 - PUBLIC WORKS		
01-03-5030	WAGES-PPW	178,177
01-03-5032	WAGES - OVERTIME	11,040
01-03-5040	FICA	11,580
01-03-5050	MEDICARE	2,709
01-03-5052	IMRF	19,854
01-03-5054	GROUP HEALTH INS	21,776
01-03-5058	UNIFORMS	2,400
01-03-5060	OPERATING EXPENSE	2,435
01-03-5070	DUES	382

GL NUMBER	DESCRIPTION	
APPROPRIATIONS		
Dept 03 - PUBLIC WORKS		
01-03-5090	COMMUNICATIONS	1,460
01-03-5180	SMALL TOOLS AND EQUIPMENT	7,400
01-03-5190	RENTAL-EQUIPMENT	2,000
01-03-5251	NPDES PERMITS	1,000
01-03-5260	STREETLIGHTING	25,400
01-03-5370	GASOLINE	12,000
01-03-5380	SIGNS EXPENSE	12,500
01-03-5390	MAINTENANCE VEHICLES	17,800
01-03-5400	MAINTENANCE EQUIPMENT	10,000
01-03-5410	MAINTENANCE BUILDING	8,000
01-03-5420	MAINTENANCE STREETS	17,000
01-03-5440	MAINTENANCE GROUNDS	6,000
01-03-5441	TREE/SIDEWALK REPLACEMENT	2,500
01-03-5450	CONTRACTUAL SERVICES	40,485
01-03-5461	WEATHER SIREN MAINTENANCE	2,500
01-03-5480	CAPITAL EQUIPMENT	21,000
01-03-5580	TRAINING EXPENSE	3,800
01-03-8500	TRANSFERS OUT	265,000
Totals for dept 03 - PUBLIC WORKS		<u>706,198</u>
Dept 04 - BUILDING		
01-04-5030	WAGES-BUILDING	33,719
01-04-5040	FICA	2,091
01-04-5050	MEDICARE	489
01-04-5052	IMRF	3,584
01-04-5054	GROUP HEALTH INS	28
01-04-5070	DUES	186
01-04-5090	COMMUNICATIONS	360
01-04-5200	OFFICE SUPPLIES	700
01-04-5250	BUILDING PERMIT EXPENSE	80,000
01-04-5450	CONTRACTUAL SERVICES	12,500
01-04-5580	TRAINING EXPENSE	500
Totals for dept 04 - BUILDING		<u>134,157</u>
Dept 06 - PARKS		
01-06-5030	REG WAGES	25,066
01-06-5040	FICA	1,554
01-06-5050	MEDICARE	363
01-06-5052	IMRF	2,665
01-06-5060	OPERATING EXPENSE	500
01-06-5090	COMMUNICATIONS	2,700
01-06-5120	UTILITIES	4,200
01-06-5190	RENTAL-EQUIPMENT	3,000
01-06-5211	MAINTENANCE SUPPLIES	1,700
01-06-5350	MINOR PARK PROJECTS	500
01-06-5370	GASOLINE	1,000
01-06-5391	MAINTENANCE-SPORTS/PLAYGROUND EQ	11,000
01-06-5400	MAINTENANCE EQUIPMENT	2,000
01-06-5410	MAINTENANCE BUILDING	10,500
01-06-5440	MAINTENANCE GROUNDS	21,000
01-06-5450	CONTRACTUAL SERVICES	9,800
01-06-8500	TRANSFERS OUT-PARKS	35,000
Totals for dept 06 - PARKS		<u>132,548</u>
Dept 08 - GARBAGE HAULING		
01-08-5068	GARBAGE HAULING EXPENSE	472,000
Totals for dept 08 - GARBAGE HAULING		<u>472,000</u>
Dept 89 - GPD DOWN STATE PENSION FUND		
01-89-5621	GPD DOWNSTATE PENSION FUND	253,913
Totals for dept 89 - GPD DOWN STATE PENSION FUND		<u>253,913</u>
TOTAL APPROPRIATIONS		<u>3,577,029</u>
NET OF REVENUES/APPROPRIATIONS - FUND 01		<u>365,610</u>
BEGINNING FUND BALANCE		
ENDING FUND BALANCE		

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
ESTIMATED REVENUES		
Dept 00 - GENERAL FUND		
11-00-3015	COMMUNITY DAYS DONATIONS	14,000
11-00-3210	OTHER INCOME	17,000
11-00-3211	PLANNED USE OF FUND RESERVES	8,500
11-00-3520	VENDOR FEES	3,500
11-00-3590	VIDEO GAMING LICENSE	12,000
11-00-3980	BEVERAGE SALES	17,500
11-00-8100	TRANSFERS IN	1,050
Totals for dept 00 - GENERAL FUND		<u>73,550</u>
TOTAL ESTIMATED REVENUES		<u>73,550</u>

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
APPROPRIATIONS		
Dept 00 - GENERAL FUND		
11-00-5060	BEVERAGE OPERATIONS	12,860
11-00-5070	PERMITS & LICENSES	70
11-00-5079	ADVERTISING / MARKETING	3,420
11-00-5130	MISCELLANEOUS EXPENSES	410
11-00-5159	ENTERTAINMENT	39,700
11-00-5213	LABOR & OUTSIDE SERVICES	5,200
11-00-5610	EQUIPMENT & SERVICES	5,650
Totals for dept 00 - GENERAL FUND		<u>67,310</u>
TOTAL APPROPRIATIONS		<u>67,310</u>
NET OF REVENUES/APPROPRIATIONS - FUND 11		<u>6,240</u>
BEGINNING FUND BALANCE		
ENDING FUND BALANCE		

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
ESTIMATED REVENUES		
Dept 00 - GENERAL FUND		
12-00-3031	NON HOME RULE 1% SALES TAX	320,000
12-00-3050	TAX-ROAD AND BRIDGE	9,000
12-00-3211	PLANNED USE OF FUND RESERVES	1,050,000
12-00-3390	SSA#24 BOND INTEREST	13,500
12-00-3410	INTEREST EARNED	1,200
Totals for dept 00 - GENERAL FUND		<u>1,393,700</u>
TOTAL ESTIMATED REVENUES		<u>1,393,700</u>

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
APPROPRIATIONS		
Dept 00 - GENERAL FUND		
12-00-5480	CAPITAL EQUIPMENT	1,050,000
12-00-5490	GO BOND PRINCIPAL	245,000
12-00-5491	GO BOND INTEREST	77,500
Totals for dept 00 - GENERAL FUND		<u>1,372,500</u>
TOTAL APPROPRIATIONS		<u>1,372,500</u>
NET OF REVENUES/APPROPRIATIONS - FUND 12		<u>21,200</u>
BEGINNING FUND BALANCE		
ENDING FUND BALANCE		

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
ESTIMATED REVENUES		
Dept 00 - GENERAL FUND		
15-00-8100	TRANSFERS IN	340,100
Totals for dept 00 - GENERAL FUND		340,100
TOTAL ESTIMATED REVENUES		340,100

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
APPROPRIATIONS		
Dept 00 - GENERAL FUND		
15-00-5481	CAPITAL PROJECTS	150,000
Totals for dept 00 - GENERAL FUND		150,000
TOTAL APPROPRIATIONS		
NET OF REVENUES/APPROPRIATIONS - FUND 15		190,100
BEGINNING FUND BALANCE		
ENDING FUND BALANCE		

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
ESTIMATED REVENUES		
Dept 00 - GENERAL FUND		
20-00-3022	INCOME - WASTEWATER	500,000
20-00-3032	INCOME - WATER	567,000
20-00-3080	LATE FEES	13,400
20-00-3211	PLANNED USE OF FUND RESERVES	417,751
20-00-3310	FEE-TAP-ON - WATER	1,700
20-00-3320	FEE-TAP-ON SEWER	1,000
20-00-3360	METER SALES	8,000
20-00-3390	SSA#24 BOND INTEREST	13,500
20-00-3410	INTEREST EARNED	20,000
Totals for dept 00 - GENERAL FUND		<u>1,542,351</u>
TOTAL ESTIMATED REVENUES		<u>1,542,351</u>

GL NUMBER	DESCRIPTION	BUDGET
APPROPRIATIONS		
Dept 10 - WATER SYSTEMS		
20-10-5030	REG. WAGES	150,084
20-10-5040	FICA	9,250
20-10-5050	MEDICARE	2,163
20-10-5052	IMRF	29,952
20-10-5054	GROUP HEALTH INS	25,806
20-10-5056	WORKER'S COMP INS	18,000
20-10-5058	UNIFORMS	1,800
20-10-5070	DUES	900
20-10-5080	LEGAL NOTICES	100
20-10-5090	COMMUNICATIONS	5,950
20-10-5100	POSTAGE	2,900
20-10-5110	PRINTING	3,100
20-10-5120	UTILITIES	60,000
20-10-5180	SMALL TOOLS AND EQUIPMENT	5,500
20-10-5190	RENTAL-EQUIPMENT	2,620
20-10-5200	OFFICE SUPPLIES	700
20-10-5213	OUTSIDE SERVICES	3,400
20-10-5262	LAB SUPPLIES & EQUIPMENT	6,500
20-10-5281	CHEMICALS	70,000
20-10-5301	MAINT SUPPLIES-JANTORIAL	250
20-10-5310	INSURANCE LIABILITY	31,000
20-10-5320	INSURANCE VEHICLES & EQUIP.	6,000
20-10-5360	ENGINEERING SERVICES	10,000
20-10-5370	GASOLINE	4,700
20-10-5381	MAINTENANCE PARTS & MATERIALS	6,700
20-10-5390	MAINTENANCE VEHICLES	3,400
20-10-5410	MAINTENANCE BUILDING	8,000
20-10-5431	HYDRANT MAINTENANCE	1,700
20-10-5450	CONTRACTUAL SERVICES	25,960
20-10-5480	CAPITAL EQUIPMENT	370,000
20-10-5510	WATER METERS	24,000
20-10-5520	LABORATORY TESTING	55,000
20-10-5580	TRAINING EXPENSE	4,000
20-10-5601	REPAIRS-WATER DISTRIBUTION SYS.	7,000
20-10-5652	BRINE HAULING EXPENSES	34,000
20-10-5662	IEPA LOAN-PRINCIPAL	25,826
20-10-5672	IEPA LOAN - INTEREST	7,156
Totals for dept 10 - WATER SYSTEMS		1,023,417
Dept 20 - WASTEWATER SYSTEMS		
20-20-5030	WAGES	127,912
20-20-5040	FICA	7,817
20-20-5050	MEDICARE	1,828
20-20-5052	IMRF	13,402
20-20-5054	GROUP HEALTH INS	15,511
20-20-5058	UNIFORMS	1,600
20-20-5090	COMMUNICATIONS	4,050
20-20-5100	POSTAGE	2,900
20-20-5110	PRINTING	2,100
20-20-5120	UTILITIES	94,000
20-20-5180	SMALL TOOLS AND EQUIPMENT	5,500
20-20-5190	RENTAL-EQUIPMENT	2,620
20-20-5200	OFFICE SUPPLIES	700
20-20-5213	OUTSIDE SERVICES	30,000
20-20-5251	NPDES PERMITS	20,000
20-20-5262	LAB SUPPLIES & EQUIPMENT	5,600
20-20-5281	CHEMICALS	42,000
20-20-5301	MAINT SUPPLIES-JANITORIAL	250
20-20-5360	ENGINEERING SERVICES	7,000
20-20-5370	GASOLINE	5,000
20-20-5381	MAINTENANCE PARTS & MATERIALS	10,000
20-20-5390	MAINTENANCE VEHICLES	3,400
20-20-5410	MAINTENANCE BUILDING	7,000
20-20-5450	CONTRACTUAL SERVICES	69,744
20-20-5520	LABORATORY TESTING	20,000
20-20-5580	TRAINING EXPENSE	2,000
20-20-5602	REPAIRS-W/WATER COLLECTION SYS.	7,000
20-20-5660	COLLECTION SYS. PUMP MAINT.	10,000
Totals for dept 20 - WASTEWATER SYSTEMS		518,934
TOTAL APPROPRIATIONS		1,542,351
NET OF REVENUES/APPROPRIATIONS - FUND 20		
BEGINNING FUND BALANCE		
ENDING FUND BALANCE		

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
ESTIMATED REVENUES		
Dept 00 - GENERAL FUND		
30-00-3211	PLANNED USE OF FUND RESERVES	453,353
30-00-3410	INTEREST EARNED	15,000
30-00-3450	MOTOR FUEL TAX	212,544
Totals for dept 00 - GENERAL FUND		<u>680,897</u>
TOTAL ESTIMATED REVENUES		<u>680,897</u>

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
APPROPRIATIONS		
Dept 00 - GENERAL FUND		
30-00-5462	MFT RESOLUTION	125,000
30-00-5463	MFT - REBUILD IL	453,353
Totals for dept 00 - GENERAL FUND		<u>578,353</u>
TOTAL APPROPRIATIONS		<u>578,353</u>
NET OF REVENUES/APPROPRIATIONS - FUND 30		<u>102,544</u>
BEGINNING FUND BALANCE		
ENDING FUND BALANCE		

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
ESTIMATED REVENUES		
Dept 00 - GENERAL FUND		
34-00-3010	PROPERTY TAX	316,779
34-00-3410	INTEREST EARNED	500
Totals for dept 00 - GENERAL FUND		<u>317,279</u>
TOTAL ESTIMATED REVENUES		<u>317,279</u>

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
APPROPRIATIONS		
Dept 00 - GENERAL FUND		
34-00-5061	ADMINISTRATIVE FEES	1,000
34-00-5074	FACADE GRANT	100,000
Totals for dept 00 - GENERAL FUND		<u>101,000</u>
TOTAL APPROPRIATIONS		<u>101,000</u>
NET OF REVENUES/APPROPRIATIONS - FUND 34		<u>216,279</u>
BEGINNING FUND BALANCE		
ENDING FUND BALANCE		

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
ESTIMATED REVENUES		
Dept 00 - GENERAL FUND		
35-00-3010	PROPERTY TAX	943,578
35-00-3410	INTEREST EARNED	650
Totals for dept 00 - GENERAL FUND		<u>944,228</u>
TOTAL ESTIMATED REVENUES		<u>944,228</u>

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
APPROPRIATIONS		
Dept 00 - GENERAL FUND		
35-00-5061	ADMINISTRATIVE FEES	5,550
35-00-5071	TIF NOTE INTEREST	263,262
35-00-5081	TIF NOTE PRINCIPAL	546,738
Totals for dept 00 - GENERAL FUND		<u>815,550</u>
TOTAL APPROPRIATIONS		<u>815,550</u>
NET OF REVENUES/APPROPRIATIONS - FUND 35		<u>128,678</u>
BEGINNING FUND BALANCE		
ENDING FUND BALANCE		

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION		
ESTIMATED REVENUES			
Dept 00 - GENERAL FUND			
40-00-3410	INTEREST EARNED		15
Totals for dept 00 - GENERAL FUND			15
TOTAL ESTIMATED REVENUES			
NET OF REVENUES/APPROPRIATIONS - FUND 40			15
BEGINNING FUND BALANCE			
ENDING FUND BALANCE			

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
ESTIMATED REVENUES		
Dept 00 - GENERAL FUND		
43-00-3490	EMPLOYER CONTRIBUTIONS	253,913
43-00-3491	EMPLOYEE CONTRIBUTIONS	50,000
Totals for dept 00 - GENERAL FUND		<u>303,913</u>
TOTAL ESTIMATED REVENUES		<u>303,913</u>

2023-24
FINANCE REVIEW
BUDGET

GL NUMBER	DESCRIPTION	
APPROPRIATIONS		
Dept 00 - GENERAL FUND		
43-00-5321	PROFESSIONAL FEES	10,000
43-00-5509	PENSION EXPENSES	114,000
Totals for dept 00 - GENERAL FUND		<u>124,000</u>
TOTAL APPROPRIATIONS		<u>124,000</u>
NET OF REVENUES/APPROPRIATIONS - FUND 43		<u>179,913</u>
BEGINNING FUND BALANCE		
ENDING FUND BALANCE		
ESTIMATED REVENUES - ALL FUNDS		9,538,672
APPROPRIATIONS - ALL FUNDS		8,328,093
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		1,210,579
BEGINNING FUND BALANCE - ALL FUNDS		
ENDING FUND BALANCE - ALL FUNDS		

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION OF BUDGET & ESTIMATED REVENUES

I, the undersigned, duly appointed, qualified and acting Finance Director of the Village of Gilberts, Kane County, Illinois, do hereby certify that the attached is a true and correct copy of the Budget and Estimated Revenues of said Village of Gilberts for the fiscal year beginning May 1, 2023, as adopted on April 18, 2023.

(SEAL)

Date: _____

Taunya Fischer, Finance Director



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
Taunya Fischer, Finance Director
Date: Apr 18, 2023 Village Board Meeting
Re: Item 6.D: Budget Amendment #2 Fiscal Year 04-30-2023 Budget.

Background

As of March 31, 2023, the General Fund has a positive fund balance of \$1,399,471. With this sizable balance and ample fund balance in the General Fund, staff feels it would be prudent to move \$1,000,000 of these funds into the Infrastructure and Capital Projects funds for future use. The recommended transfer is \$250,000 to the Infrastructure (Road) Fund and \$750,000 to the Capital Projects Fund. The following three accounts will be affected with this amendment.

FY 2023 Budget Amendment #2				
Description	Account #	Old Amount	New Amount	Reason
Transfers Out	01-01-8500	784,900.00	1,000,900.00	Fund Balance Transfers
Transfers In	12-00-8100	-	250,000.00	Fund Balance Transfers
Transfers In	15-00-8100	-	750,000.00	Fund Balance Transfers

For account 01-01-8500; \$784,900 was initially included in the budget, however, only \$900 has been transferred out (Community Days Stage Manager) and the remaining \$784,000 will not be. The \$784,000 is ARPA Funds; however, the Auditors have advised the Village of the preferred manner for recognizing this particular grant on the Village's general ledger. Rather than adding the \$1,000,000 to the original amount, the corrected amount of \$1,000,900 will be entered.

VILLAGE OF GILBERTS

ORDINANCE 04-2023

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
Transfers Out	01-01-8500	is amended to	1,000,900.00
Transfers In	12-00-8100	is amended to	250,000.00
Transfers In	15-00-8100	is amended to	750,000.00

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 _____, 2023.

	<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 LeClerq	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

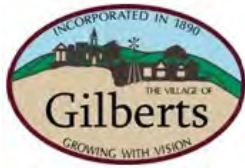
APPROVED this _____ day of _____, 2023

(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 & Board of Trustees.
From: Riley Lynch, Management Analyst
Cc: Brian Bourdeau, Village Administrator
Date: April 18, 2023 Village Board Meeting
Re: Items 6.E, 6.F, 6.G. – A Public Hearing, Annexation Agreement Amendment, and Variance Requests related to Wall Sign Regulations and Red Barn Animal Hospital. (Ordinances 05-2023 & 06-2023)

Summary:

Red Barn Holdings, LLC is requesting an amendment to the GTC Annexation Agreement and zoning variances to allow (1) a wall sign to be installed that does not face an adjacent street, and to allow (2) wall signs to protrude higher than 20ft.

Background:

Red Barn Holdings, LLC (“*Applicant*”) owns the property known as Unit 1A of Gilberts Town Center situated between Higgins Road, Center Drive, and Rollyn L. Anderson Lane (PIN: 02-24-155-003).

On April 4th 2022, the Applicant received approval of a special use permit to operate an animal hospital on this property. Since then, construction on the main building has progressed and the Applicant hopes to open for business at this location soon. With the majority of

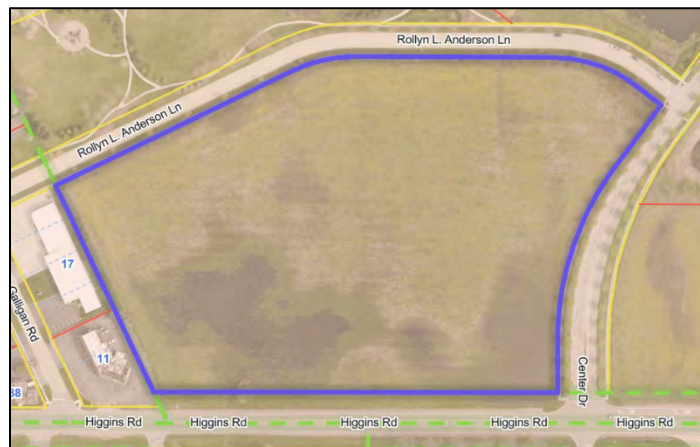


Figure 1 - GIS Snapshot of Red Barn's Property

the primary structure’s construction complete or nearing completion, the Applicant is looking to install 2 face-lit illuminated wall signs to help identify their business (See figures 2 & 3).

However, the Gilberts Town Center (GTC) Annexation Agreement limits signs to go no higher than 20ft. The Village’s UDO has the same restrictions. In order to proceed with the signs as proposed, the Applicant is requesting an amendment to the GTC Annexation Agreement and zoning variances to allow a wall sign that does not face an adjacent street, and to allow the 2 wall signs to protrude higher than 20ft.

Plan Commission & Public Hearing:

On April 12th, the Plan Commission held a public hearing to review the Applicant’s zoning relief requests. During the hearing the Plan Commission raised questions about the location and height of the wall signs. The Applicant specified that the location and height of the signs are necessary for visibility, and to avoid obstructing the windows which provide natural light for the reception area and rear offices. After the public hearing and sufficient deliberation, the Plan Commission passed a unanimous recommendation to the Board that the variances be approved as requested.

ORDINANCE NO. 05-2023

AN ORDINANCE APPROVING A FOURTH AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR GILBERTS TOWN CENTER

WHEREAS, the Village of Gilberts Board of Trustees and certain other parties entered into that certain Annexation Agreement and Development Agreement dated April 27, 2005, and recorded on June 13, 2005, in the Office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2005K066197 (“*Original Annexation Agreement*”), for various parcels of land as described in the Original Annexation Agreement as Gilberts Town Center; and

WHEREAS, the Original Annexation Agreement was later amended by the First Amendment, dated December 13, 2011, and recorded on January 10, 2012, in the office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2012K001801 (the “*First Amendment*”); and

WHEREAS, the Original Annexation Agreement and the First Amendment were later amended by the Second Amendment, dated December 20, 2016, and recorded on January 3, 2017, in the Office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2017K000143 (the “*Second Amendment*”); and

WHEREAS, the Original Annexation Agreement, the First Amendment, and the Second Amendment were later amended by the Third Amendment, dated July 16, 2019, and recorded on July 23, 2019, in the Office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2019K032306 (the “*Third Amendment*”) (the Original Annexation Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall collectively be referred to as the “*Annexation Agreement*”); and

WHEREAS, Red Barn Holdings, LLC (“*Owner*”), is the legal title holder of the parcel of land referred to in the Annexation Agreement as Commercial Parcel A and commonly known as Unit 1A of Gilberts Town Center, as more specifically described on the attached **Exhibit A** (the “*Subject Property*”); and

WHEREAS, the development and use of the Subject Property is governed by the Annexation Agreement; and

WHEREAS, the Owner has proposed certain modifications to the Annexation Agreement relating to the height requirements for wall signs on the Subject Property (the “*Fourth Amendment*”), and has applied for variances from the Gilberts Unified Development Ordinance (“*UDO*”) relating to the UDO’s wall sign requirements for the Subject Property; and

WHEREAS, the Village Plan Commission held a public hearing on the Owner’s requested variances from the UDO on April 12, 2023, and has recommended approval of the Owner’s requested variances to the Corporate Authorities; and

WHEREAS, the Corporate Authorities of the Village will consider the adoption of a separate ordinance approving the Owner's requested variances from the UDO immediately after the consideration of the proposed Fourth Amendment to the Annexation Agreement; and

WHEREAS, the Fourth Amendment was submitted pursuant to applicable provisions of Illinois Municipal Code to the Corporate Authorities of the Village and a public hearing on the Fourth Amendment was held before the Corporate Authorities on April 18, 2023, pursuant to proper notice as provided by statute; and

WHEREAS, the President and Board of Trustees find that amending the Annexation Agreement is in the best interests of the Village and its residents, as set forth in the Fourth Amendment attached to this Ordinance as **Exhibit B**.

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 hereby incorporated into and made a part of this Ordinance as though set forth in this Section 1.

Section 2. Approval; Authorization. The Fourth Amendment to the Annexation Agreement is hereby approved in substantially the form attached hereto as **Exhibit B**. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Fourth Amendment on behalf of the Village following the delivery of the executed Fourth Amendment by Red Barn Holdings, LLC. The Village Clerk is also authorized and directed to record this Ordinance and Fourth Amendment with the Office of the Kane County Recorder of Deeds.

Section 3. Continued Effect. Except as expressly modified by the adoption of this Ordinance and the First, Second, and Third Amendments, the Annexation Agreement shall remain in full force and effect to govern the development and use of Gilberts Town Center and the Subject Property.

Section 4. 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 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 ordinances.

Section 6. Effective Date. This Ordinance 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 _____ 2023.

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

APPROVED this _____ day of _____, 2023.

(SEAL)

Village President Guy Zambetti

ATTEST: _____
Village Clerk, Kelly Mastera

EXHIBIT A

Description of the Subject Property

LOT 290 IN GILBERT TOWN CENTER-UNIT 1A, BEING A PART OF THE NORTH HALF OF SECTION 24, AND PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN THEREOF RECORDED NOVEMBER 22, 2005 AS DOCUMENT 2005K140427, AND ANY AMENDMENTS SUBSEQUENT THERETO IN KANE COUNTY, ILLINOIS.

PIN: 02-24-155-003

EXHIBIT B

*Fourth Amendment to the Annexation and Development
Agreement for Gilberts Town Center*

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Kurt S. Asprooth
Ancel Glink, P.C.
140 S. Dearborn Street, 6th Floor
Chicago, IL 60603

**FOURTH AMENDMENT TO THE
ANNEXATION AND DEVELOPMENT AGREEMENT
FOR GILBERTS TOWN CENTER**

THIS FOURTH AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR GILBERTS TOWN CENTER (“*Fourth Amendment*”), dated _____, 2023, by and among THE VILLAGE OF GILBERTS, an Illinois municipal corporation of Kane County, Illinois (the “*Village*”) and Red Barn Holdings, LLC (“*Owner*”).

RECITALS

WHEREAS, the Village and certain other parties entered into that certain Annexation Agreement and Development Agreement dated April 27, 2005, and recorded on June 13, 2005, in the Office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2005K066197 (“*Original Annexation Agreement*”), for various parcels of land as described in the Original Annexation Agreement as Gilberts Town Center; and

WHEREAS, pursuant to Section 31 of the Original Annexation Agreement, the Parties, and/or their respective successors and assigns, as the case may be, reserved the right, by mutual consent, to agree in writing to amend the terms and conditions of the Original Annexation Agreement, provided, however, that only the legal title holder of the property subject to the proposed amendment is required to execute an amendment to the Agreement; and

WHEREAS, the Original Annexation Agreement was later amended by the First Amendment, dated December 13, 2011, and recorded on January 10, 2012, in the office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2012K001801 (the “*First Amendment*”); and

WHEREAS, the Original Annexation Agreement and the First Amendment were later amended by the Second Amendment, dated December 20, 2016, and recorded on January 3, 2017, in the Office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2017K000143 (the “*Second Amendment*”); and

WHEREAS, the Original Annexation Agreement, the First Amendment, and the Second Amendment were later amended by the Third Amendment, dated July 16, 2019, and recorded on July 23, 2019, in the Office of the Recorder of Deeds of Kane County, Illinois as Doc. No.

2019K032306 (the “*Third Amendment*”) (the Original Annexation Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall collectively be referred to as the “*Annexation Agreement*”); and

WHEREAS, the Owner is the legal title holder of the parcel of land referred to in the Annexation Agreement as Commercial Parcel A and commonly known as Unit 1A of Gilberts Town Center, as more specifically described on the attached **Exhibit A** (the “*Subject Property*”); and

WHEREAS, the development and use of the Subject Property is governed by the Annexation Agreement; and

WHEREAS, the Owner has proposed certain modifications to the Annexation Agreement relating to the height requirements for signage as applied to the Subject Property, and has applied for variances from the Gilberts Unified Development Ordinance (“UDO”) relating to sign height requirements for the Subject Property; and

WHEREAS, the Village Plan Commission held a public hearing on the Owner’s requested variances from the UDO on April 12, 2023, and has recommended approval of the owner’s requested variance to the Corporate Authorities; and

WHEREAS, upon the adoption of the Fourth Amendment, the Corporate Authorities of the Village will consider the adoption of a separate ordinance approving the Owner’s requested variance from the UDO; and

WHEREAS, all notices, publications, procedures, public hearings, and other matters required for the consideration and approval of this Fourth Amendment have been made, given, held and performed by the Village as required by 65 ILCS 5/11-15.1-1, *et seq.*, and all other applicable statutes, and all applicable ordinances, regulations and procedures of the Village; and

WHEREAS, this Fourth Amendment was submitted pursuant to the applicable provisions of the Illinois Municipal Code to the Corporate Authorities of the Village and a public hearing on this Fourth Amendment was held before the Corporate authorities on April 18, 2023, pursuant to proper notice as provided by statute; and

WHEREAS, the Corporate Authorities of the Village have considered this Fourth Amendment and determined that execution hereof is in the best interest of the Village and its residents; and

WHEREAS, by a favorable vote of at least two-thirds of the Corporate Authorities of the Village then holding office, the Village has adopted an ordinance approving the execution of this Fourth Amendment and authorizing its execution.

NOW, THEREFORE, in consideration of the observance by the Parties of their respective covenants and obligations as set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are material to this Fourth Amendment and are incorporated into the Fourth Amendment and made a part hereof as fully stated herein.

2. **Capitalized Words and Terms.** Capitalized words and terms not otherwise defined in this Fourth Amendment shall have those meanings and definitions contained in the Annexation Agreement.

3. **Prior Agreements/Conflicts.** In the event of any conflict or inconsistency between the terms and provisions of the Annexation Agreement and this Fourth Amendment, this Fourth Amendment shall govern and apply, but solely as applicable to the Subject Property.

4. **Amendment to Exhibit G of the Annexation Agreement.** Exhibit G to the Annexation Agreement, entitled “Gilberts Town Center Commercial Parcel A (Burbulis Parcel – 16 acres at Higgins/Center),” is hereby amended as follows (additions in **bold and underline**; deletions in ~~**bold and strikethrough**~~):

EXHIBIT G

GILBERTS TOWN CENTER
Commercial Parcel A
(Burbulis Parcel – 16 acres at Higgins/Center)

DEVELOPMENT STANDARDS

Applicability: These development standards are predicated upon a preliminary plat of development concept that envisions smaller scale building improvements situated on lots of generally less than three (3) acres, some of which will be situated along Turner Street (extended and may relate to and/or be inviting to persons and activities that may be present with the contemplated Town Square.

Should another development pattern for Commercial Parcel A be proposed that envisions larger scale building improvements upon larger lots and/or that may change the relationship of Commercial Parcel A to Town Square, then development standards consistent with those contained in the Agreement for Commercial Parcels B & C shall be applied, with the Town Square area being construed as residential and abutting in applying those standards.

[. . .]

Sign Requirements

In addition to conforming to the applicable requirements for signs set forth in the Village of Gilberts Sign Ordinance, all uses in the development shall also conform to the following additional requirements for signs.

[. . .]

B. Wall, awning, marquee, canopy, and window signs

- a. Type permitted: Business
- b. Number and size limits
 - i. For the first building wall facing a public or private street or customer parking area, the total permitted wall sign area shall be calculated on the basis of one square foot of sign area per one lineal foot of building wall up to a maximum of 200 square feet. No individual wall sign shall exceed 120 square feet in area. No more than four individual signs shall be placed on the wall.
 - ii. For a second building wall sign facing a public or private street or customer parking area, additional signage with not more than one square foot of wall signage for every two lineal feet of applicable building wall to a maximum of 50 square feet of signage is permitted. No more than two individual signs shall be placed on the wall.
 - iii. Signs on awnings, marquees, and canopies shall be considered to be wall signs under the terms of this section and subject to the regulations therefore where applicable.
 - iv. Window promotional signs shall be permitted interior to a glass show window and shall be in addition to all other authorized signs provided that not more than 10% of the total window area facing a public or private street or customer parking area shall be covered by such signs and provided that no violations are created with the Village building code.
- c. Maximum height: ~~20~~ **29** feet, and in no case shall a sign project above the roofline in the case of a flat-roofed structure, or eave line in the case of a pitched roof structure.
- d. For any lettering on an awning, said lettering shall be uniform in size, style, elevation and color on all awnings located on a common building.

[. . .]

5. **Consideration of Variances from the UDO.** Following the adoption of this Fourth Amendment, the Village agrees to consider the adoption of a separate ordinance approving the Owner's requested variance from the UDO according to the applicable procedures set forth in State law and the UDO.

6. **Continued Effect of Annexation Agreement.** Except as expressly modified by this Fourth Amendment, the Annexation shall remain in full force and effect, and Owner shall comply with all requirements, conditions, and restrictions therein.

7. **Amendment to Notices.** All notices relating to this Fourth Amendment and the Subject Property shall be provided to Owner as follows:

Red Barn Holdings, LLC

Katie Stover
141 E. Higgins Rd..
Gilberts, IL 60140

With a copy to:

Scott G. Richmond
Ariano, Hardy, Ritt, Nyuli, Richmond, Lytle & Goettel, P.C.
2000 McDonald Road, Suite 200
South Elgin, IL 60177
sg@attorneys-illinois.com

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment effective the date first above stated.

Village of Gilberts, an Illinois municipal corporation

By: _____
Village President

Attest:

Village Clerk

Red Barn Holdings, LLC

By: _____

Its _____

EXHIBIT A

Legal Description of Unit 1A of Gilberts Town Center

LOT 290 IN GILBERT TOWN CENTER-UNIT 1A, BEING A PART OF THE NORTHERN HALF OF SECTION 24, AND PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN THEREOF RECORDED NOVEMBER 22, 2005 AS DOCUMENT 2005K140427, AND ANY AMENDMENTS SUBSEQUENT THERETO IN KANE COUNTY, ILLINOIS.

PIN# 02-24-155-003



Village of Gilberts

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

To: Plan Commission
From: Riley Lynch, Management Analyst
Cc: Brian Bourdeau, Village Administrator
Date: April 12, 2023 Plan Commission Meeting
Re: Item 5 – Consideration and Recommendation to the Village Board of Trustees Regarding Variance Requests from Wall Sign Requirements for Red Barn Animal Hospital.

Summary:

Red Barn Holdings, LLC is requesting (1) a variance to allow a wall sign not oriented towards an adjacent roadway, and (2) a variance to allow two wall signs to protrude higher than 20 feet.

Background:

Red Barn Holdings, LLC (“*Applicant*”) owns the property known as Unit 1A of Gilberts Town Center situated between Higgins Road, Center Drive, and Rollyn L. Anderson Lane (PIN: 02-24-155-003).

The Applicant’s property is zoned as C-1 Commercial. To the north is Town Square Park. To the east is a detention reservoir and undeveloped C-1 commercial parcel of land. To the South is an I-1 Industrial district home to multiple businesses. To the west of the property are C-1 commercial properties and further west are residences part of the Old Town zoning district.

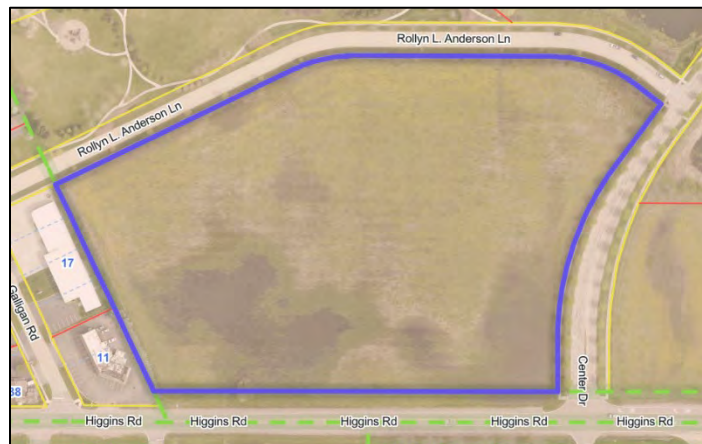


Figure 1 - GIS Snapshot of Red Barn’s Parcel

On April 4th 2022, the Applicant received approval of a special use permit to operate an animal hospital on this property. Since then, construction on the main building has progressed and the Applicant hopes to open for business at this location soon. With the majority of the primary structure’s construction complete or nearing completion, the Applicant is looking to install 2 face-lit illuminated wall signs to help identify their business. One of the signs will go on the front of the building and be visible to west-bound traffic on Route 72. The sign will say “Red Barn Animal Hospital” and protrude up to about 28.75 feet off the ground at the highest point. The other wall sign is desired to go on the back of the building so that’s its visible to east-bound traffic on Route 72. That sign is to depict the silhouettes of a dog and cat and will extend to about 26.75 feet off the ground at the highest point. See figures 2-3 and the attached exhibits for more details.

Note that Applicant is already approved to have 2 freestanding signs on their property. One is a monument sign positioned on the southern portion of the property to be visible along Higgins Road (Route 72) and a directional sign to be located at the entrance along Center Drive indicating where the parking lot is. These signs are a permitted by the Gilberts Town Center Annexation Agreement.



Figure 2 – Proposed East-Side Wall Sign

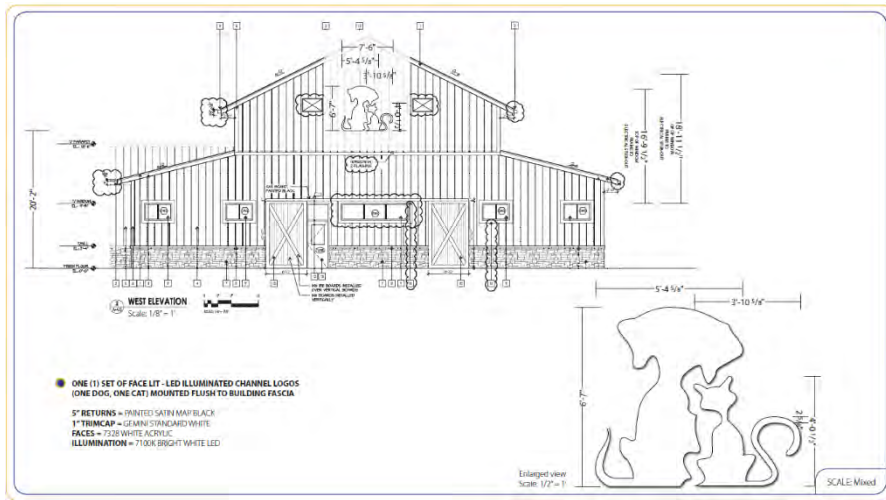


Figure 3 – Proposed West-Side Wall Sign

Variance Requests:

9-2(L)(1)(a)(1) of the Village’s Unified Development Ordinance (UDO) specifies that there shall only one wall sign per tenant unless the building abuts two or more streets and the wall signs are oriented to face the streets. Additionally, 9-2(L)(1)(a)(4) of the UDO stipulates that no wall sign shall project higher than 20 feet measured from the base of the building. The Applicant is requesting variances from these provisions to install the wall signs as they have proposed here.

Points for Discussion:

In considering the Applicant's request for variances, the Plan Commission should review the standards for variations as outlined in Section 11-10(F) of the UDO:

Standards for Variations.

1. *General Standard. No variation shall be recommended or granted pursuant to this section unless the owner shall establish that carrying out the strict letter of the provisions of this code would create a particular hardship or a practical difficulty.*
2. *Supplemental Standards. In considering proposed variations to this code, the Board of Appeals will consider whether the proposed variation will:*
 - a. *Impair an adequate supply of light and air to adjacent property.*
 - b. *Unreasonable increase the congestion in public streets.*
 - c. *Increase the danger of fire or endanger the public safety.*
 - d. *Unreasonably diminish or impair established property values within the surrounding area.*
 - e. *In any other respects impair the public health, safety, or welfare of the inhabitants of the village.*
3. *Findings of Fact. Upon review of the application and information presented at the public hearing, the Board of Appeals shall consider and adopt findings of fact sustaining each of the following criteria which are consistent with the rules provided to govern determinations of the Board of Appeals as referenced by state statute.*
 - a. *The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district.*
 - b. *The extraordinary or exceptional conditions of the property requiring the request for the variance were not caused by the applicant.*
 - c. *The proposed variance will alleviate a peculiar, exceptional or undue hardship, as distinguished from a mere inconvenience or pecuniary hardship.*
 - d. *The denial of the proposed variance will deprive the applicant the use permitted to be made by the owners of property in the immediate area.*
 - e. *The proposed variance will result in a structure that is appropriate to and compatible with the character and scale of structures in the area in which the variance is being requested.*
 - f. *There is no other means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.*

See Exhibit 2 for the Applicant's response to these standards

Attachments:

- Exhibit 1 – Notice of Public Hearing
- Exhibit 2 – Application for a Variance
- Exhibit 3 – GTC Lot 290 Plat of Survey
- Exhibit 4 – Proposed Wall Sign Designs

VILLAGE OF GILBERTS
PUBLIC NOTICE REGARDING A HEARING ON A SPECIAL USE APPLICATION

PUBLIC NOTICE IS HEREBY GIVEN that the Gilberts Plan Commission will conduct a public hearing on Wednesday, April 12, 2023, at 7:00 p.m. at the Gilberts Village Hall, 87 Galligan Road, Gilberts, Illinois, to consider an application from Red Barn Holdings, LLC (“Applicant”) concerning the property located at the northwest corner of Route 72 and Center Drive, Gilberts, Illinois, and identified by PIN 02-24-155-003 (“Property”). The Applicant requests approval of variances from Section 9-2 of the Gilberts Unified Development Ordinance to allow for the installation of two wall signs that exceed the maximum height requirements, and for such other and further zoning relief as may be required.

All persons interested in the variance application should attend and will be given an opportunity to provide written and oral testimony. Members of the public can also submit written comments via email at info@villageofgilberts.com. Additional information about the variance application and the public hearing are available from the Village of Gilberts at (847) 428-2861. The public hearing may be continued from time to time without further public notice.

Gilberts Plan Commission
Village of Gilberts

Zoning and Development Application Fees

Below is a summary fee schedule of common fees required throughout the development process. Exact fees related to development may vary based on use or on zoning. For any questions on the fee schedule as related to zoning and development, please contact Village Hall at (847) 428-2861.

Zoning Fee Schedule - Village Code 2-4-13

<input type="checkbox"/> Site plan review (Variable Escrow)	\$5,000.00
<input type="checkbox"/> Appeals to zoning board	\$300.00
<input type="checkbox"/> Petitions to plan commission	\$50.00
<input type="checkbox"/> Zoning map amendments	\$100.00
<ul style="list-style-type: none"> ▪ Plus \$20.00 per acre. Number of Acres: _____ 	
<input type="checkbox"/> Planned unit developments	\$100.00
<ul style="list-style-type: none"> ▪ Plus \$20.00 per acre. Number of Acres: _____ 	
<input type="checkbox"/> Special use permits:	
<ul style="list-style-type: none"> <input type="checkbox"/> Home occupations 	\$25.00
<ul style="list-style-type: none"> <input type="checkbox"/> All others 	\$500.00
<input checked="" type="checkbox"/> Variations	\$500.00
<input type="checkbox"/> Continued, postponed and multiple meetings, per meeting	\$53.00

Petitioners seeking annexation agreements must contact the Village to determine applicable fees.

In addition to the filing fee set out in this section, each petitioner shall reimburse the village for the fees and costs incurred thereby for publication, consultant, legal, engineer, planning and architect fees incurred in relation to such petition or review.

The site plan review fee, specified above, shall be considered a deposit to establish an escrow toward the hourly fees incurred by the village in such review as otherwise stated above.

Application for Development Approval

Please complete this section before any other part of this packet.

Development name: Red Barn Holdings, LLC

Address of subject property: Unit 1A Gilberts Town Center (NEC of NWC of Higgins Road and Center Dr.

Parcel identification number (P.I.N.): 02-24-155-003

I. Applicant: Red Barn Holdings, LLC

Address: 126 Park St., PO Box 208

City: Hampshire State: IL Zip code: 60140

Phone: 847-914-4364 Email: drstover@redbarnpetvet.com

II. Property Owner(s): Red Barn Holdings, LLC

Address: 126 Park St., PO Box 208

City: Hampshire State: IL Zip code: 60140

Phone: 847-914-4364 Email: drstover@redbarnpetvet.com

III. Primary contact: Scott Richmond, Esq.

Check one that best applies:

Owner Attorney Engineer Broker Other: _____

Phone: 847-695-2400 Email: sgr@attorneys-illinois.com

IV. Other staff

Name: Legacy Sign Group - Shaun O'Brien

Owner Attorney Engineer Broker Other: Sign Company

Phone: 219-406-0218 Email: shauno@legacysigngroup.com

Name: _____

Check one that best applies:

Owner Attorney Engineer Broker Other: _____

Phone: _____ Email: _____

V. PROPOSED DEVELOPMENT

Check all that apply and provide written responses to corresponding exhibits on a separate sheet. If unsure contact Village Hall at 847-428-2861 or development@villageofgilberts.com.

Site Plan Review
(Complete Exhibit 1)

Zoning Appeal
(Complete Exhibit 5)

Special Use (New or Amendment)
(Complete Exhibit 2)

Zoning Interpretation
(Complete Exhibit 6)

Variance Request
(Complete Exhibit 3)

Planned Unit Development
(Complete Exhibit 7)

Rezoning or Text Amendment
(Complete Exhibit 4)

Temporary Use
(Complete Exhibit 8)

Subdivision/Annexation
(Please contact Staff)

Other (Please Specify _____)

Acreage of property: 13.37 acres


Description of proposal/use (use the following page or a separate sheet if necessary):

Veterinary Clinic and private dog park as ancillary use for veterinary clinic. Future use for dog grooming/boarding.

VI. APPLICANT'S SIGNATURE

I, Scott G. Richmond, Esq. [Applicant's Printed Name and Title], being duly sworn, declare that: i) I am duly authorized to make this Application for Development Approval on behalf of the Applicant; ii) I have read and understand this Application for Development Approval, and the Village of Gilberts UDO, available online [here](#).

I have read, understand, and will comply by the provisions of the Village Code, found [here](#) online regarding reimbursement of the Village's costs; and iv) the above information, to the best of my knowledge, is true and accurate.


(Signature of Applicant or authorized agent)

March 14, 2023
(Date)

SUBSCRIBED AND SWORN TO before me this 14th day of March, 2023


(Notary Public and Seal)



VII. OWNER'S AUTHORIZATION LETTER

I/we hereby certify that I/we am/are the owner(s) of the above-described Subject Property. I/we am/are respectfully requesting processing and approval of the request(s) referenced in this Application. I/we hereby authorize the Applicant listed on this Application to act on my/our behalf during the processing and presentation of this request(s).

Katy Stover, owner
(Signature of 1st Owner or authorized agent)

2/24/2023
(Date)

(Signature of 2nd Owner or authorized agent)

(Date)

Red Barn Holdings, LLC by Dr. Katy Stover

2nd Owner Printed Name and Title

1st Owner's Printed Name and Title

****Please include additional pages if the Subject Property has more than two owners****

SUBSCRIBED AND SWORN TO before me this 24th day of February, 2023

Scott G Richmond
(Notary Seal and Signature)



VIII. DISCLOSURE OF BENEFICIARIES

Name: Red Barn Holdings, LLC

Address: 126 S. Park St., PO Box 208, Hampshire, IL 60140

Nature of Benefit sought: Variation in height of signage

Nature of Applicant: (please check one)

- Natural Person
- Corporation
- Land Trust/Trustee
- Trust/Trustee
- Partnership
- Joint Venture

If applicant is not an entity described above, briefly state the nature of the applicant(s):
Limited Liability Company

In your answer above, if you checked box b, c, d, e or f. identify by name and address each person or entity which is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of C3Se of a joint venture, or who otherwise has a proprietary interest, interest in profits and losses or right to control such entity:

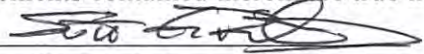
	<u>Name</u>	<u>Address</u>	<u>Interest</u>
a)	Dr. Katie Stover	126 S. Park St., PO Box 208, Hampshire, IL 60140	Member/Owner
b)			
c)			
d)			

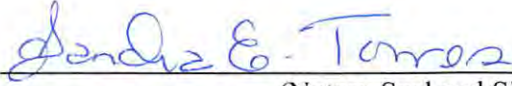
Name, address and capacity of person making this disclosure on behalf of the applicant:
Scott Richmond, Esq. 2000 McDonald Rd., Ste. 200, South Elgin, IL 60177

Important Note: In the event your answers above identify entities other than a natural person, additional disclosures are required for each entity.

VERIFICATION

I, Scott Richmond, Esq. being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.


Subscribed and sworn to before me this 14th day of March, 2023.


(Notary Seal and Signature)

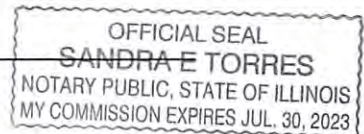


Exhibit 3: Variance Requests

A. Checklist of Required Submittals

- A site plan in accordance with Exhibit 1 of this development packet.
- Additional information may be required by the Village.

B. Variance Request Details

Please provide a written narrative that responds to the following standards below. Use the next page or another sheet of paper for your responses.

1. Indicate the section(s) of the code from which a variance is requested.

9-2(L)(4) - Signs - Seeking variance from code requirement that sign cannot be positioned higher than 20' from grade;

9-2(L)(1)(a)(1) Signs - Seeking variance from code requirement for second sign on wall not facing public street.

2. Statement regarding the request, giving distances and dimensions where appropriate.

Sign is to be placed on front entrance to veterinary clinic on East side of building. The sign will be located over 200'

west of Center Dr. The proposal is to erect the sign at a height of 25'-4 1/2" from grade and a max. height of 28'-9 1/4"

Second sign is to be placed on West facade. The proposal is to erect the sign at a height of 20'-2" from grade and a

max. height of 26'-9".

3. Give a description of conditions and/or hardship which justify the need for a variance.

The architecture of the building and the topography of the land do not permit the signs to be located at a maximum

height of 20' from grade. In addition, due to its proximity to Center Dr. the east sign must be higher to be properly viewed

from the roadway.

4. Date(s) of any previous application for a variance and the result of them.

None.

5. Additional information as required by the Village.

Proposed signage plans attached. Per agreement with Brian Bourdeau, original site plan submitted for Special Use

Permit is enclosed herewith.

C. Responses to Standards

Standards for Variations (See 10-11-10F of UDO)

Please provide a written narrative that responds to the following standards below. Use the next page or another sheet of paper for your responses.

1. *General Standard.* No variation shall be recommended or granted pursuant to this section unless the owner shall establish that carrying out the strict letter of the provisions of this code would create a particular hardship or a practical difficulty.

2. *Supplemental Standards.* In considering proposed variations to this code, the Board of Appeals will consider whether the proposed variation will:
 - a. Impair an adequate supply of light and air to adjacent property.
 - b. Unreasonable increase the congestion in public streets.
 - c. Increase the danger of fire or endanger the public safety.
 - d. Unreasonably diminish or impair established property values within the surrounding area.
 - e. In any other respects impair the public health, safety, or welfare of the inhabitants of the village.

3. *Findings of Fact.* Upon review of the application and information presented at the public hearing, the Board of Appeals shall consider and adopt findings of fact sustaining each of the following criteria which are consistent with the rules provided to govern determinations of the Board of Appeals as referenced by state statute.
 - a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district.
 - b. The extraordinary or exceptional conditions of the property requiring the request for the variance were not caused by the applicant.
 - c. The proposed variance will alleviate a peculiar, exceptional or undue hardship, as distinguished from a mere inconvenience or pecuniary hardship.
 - d. The denial of the proposed variance will deprive the applicant the use permitted to be made by the owners of property in the immediate area.
 - e. The proposed variance will result in a structure that is appropriate to and compatible with the character and scale of structures in the area in which the variance is being requested.
 - f. There is no other means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

RED BARN HOLDINGS, LLC PROJECT NARRATIVE

Red Barn Holdings, LLC is the owner of the real property located at the northwest corner of Higgins Road and Center Drive in the Village of Gilberts. This property is roughly 13.37 acres in size.

Red Barn Holdings, LLC is constructing a veterinary clinic on the eastern half of the overall lot along Center Drive and Higgins Road and it is a Barn style veterinary clinic known as Red Barn Animal Hospital. Red Barn Animal Hospital currently operates its facility at 141 E. Higgins Road, Gilberts, IL and will relocate to this new facility upon completion. The remainder of the lot will remain vacant for future development.

It was determined when plans were drawn for signage on the property that a variance is required for the business sign proposed to be affixed to the eastern façade of the veterinary clinic. The height of the sign is required to be no higher than 20' from grade. Due to the architecture of the building façade and the elevations of the site, this will prevent Red Barn from being able to erect the sign and allow it to be seen from Center Dr.

Additionally, Red Barn Animal Hospital is seeking to erect a second wall sign on the west façade of the building which is not facing a public street. This sign will also be higher than 20' from grade and will match the height of the east facing sign. The sign will show a dog and cat and will not contain any wording.

The following are Red Barn Holdings, LLC's responses to the Standards for Variations:

1. **General Standard:** Carrying out the strict letter of Section 9-2 of the Code will create a hardship for Red Barn Holdings, LLC. It will mean that the sign would have to be erected over the window feature on the east façade of the building and will detrimentally affect the architecture. In addition, the sign will be less visible from Center Dr. due to existing elevations on the site.

2. **Supplemental Standards:**

a. The erection of the east facing signage at a height of 25'-4 ½" from grade and a total height of 28'-9 ¼" from grade will not impair an adequate supply of light and air to adjacent property. The sign is to be erected on the existing east facing façade of the building. The second sign, to be erected on the west façade at a height of 20'2" from grade and a total height of 26'-9" from grade will not impair an adequate supply of light or air to adjacent property.

b. The variations for signage heights and locations will not unreasonably increase the congestion on public streets.

- c. The variations for signage heights and location will not increase the danger of fire or endanger the public safety. The signage will be securely fastened to the building façade on both sides.
- d. The variations for signage heights and location will not unreasonably diminish or impair established property values within the surrounding area. This is a commercial district where businesses regularly erect signage.
- e. The variations for signage heights and location will not impair public health, safety, or welfare of the inhabitants of the Village. The signage is merely to identify the business name on the east side and a visual image of a dog and cat on the west side. Both signs will not be changeable signs nor will they have any video components to them.

3. Findings of Fact:

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district. Without proper signage on the building it will be harder to identify that it is a veterinary clinic.
- b. The extraordinary or exceptional conditions of the property requiring the request for variance were not caused by the applicant. The applicant proposed a barn style building with a window feature which was approved by the Village. The natural elevations of the property do not allow the signs to only be placed at 20' above grade without interfering with the window feature and materially altering the aesthetic design of the building.
- c. The propose variances will alleviate a peculiar, exceptional or undue hardship, as distinguished from a mere inconvenience or pecuniary hardship. The natural elevations of the property do not allow the sign to only be placed at 20' above grade without interfering with the window feature and materially altering the aesthetic design of the building. In addition, the ordinance not allowing signs on the side of buildings not facing a public roadway impedes the ability to show this building as a veterinary clinic because it faces east-west and the proposed second sign on the west side will allow drivers along Route 72 heading east to identify the building as a veterinary clinic.
- d. The denial of the proposed variances will deprive the applicant the use permitted to be made by the owners of the property in the immediate area. The signage cannot be erected at a height without interfering with the aesthetics and design of the east and west façade as previously approved by the Village.
- e. The proposed variances will result in a structure that is appropriate to and compatible with the character and scale of structures in the area in which the variance is being requested. Allowing the signage to be placed at the proposed heights and locations will make the east and west façades architecturally

congruent and will allow the signage to be properly visible from surrounding roadways. The west side sign will be aesthetically pleasing and add to the visual architecture of the building.

f. There is no other means other than the requested variations by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property. The proposed heights and location of the signage will balance the east and west façade architecture. Lowering the signage will aesthetically interfere with the design of the building.

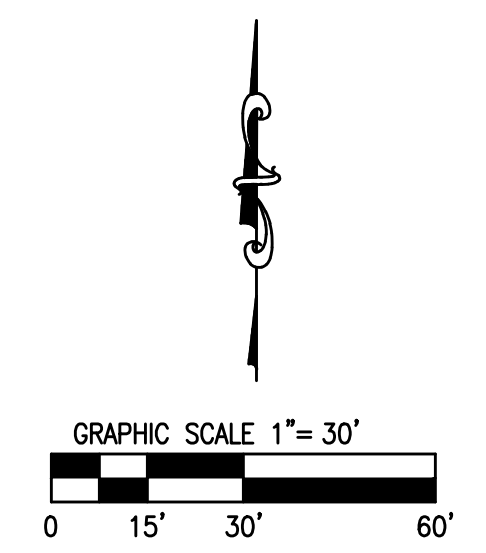
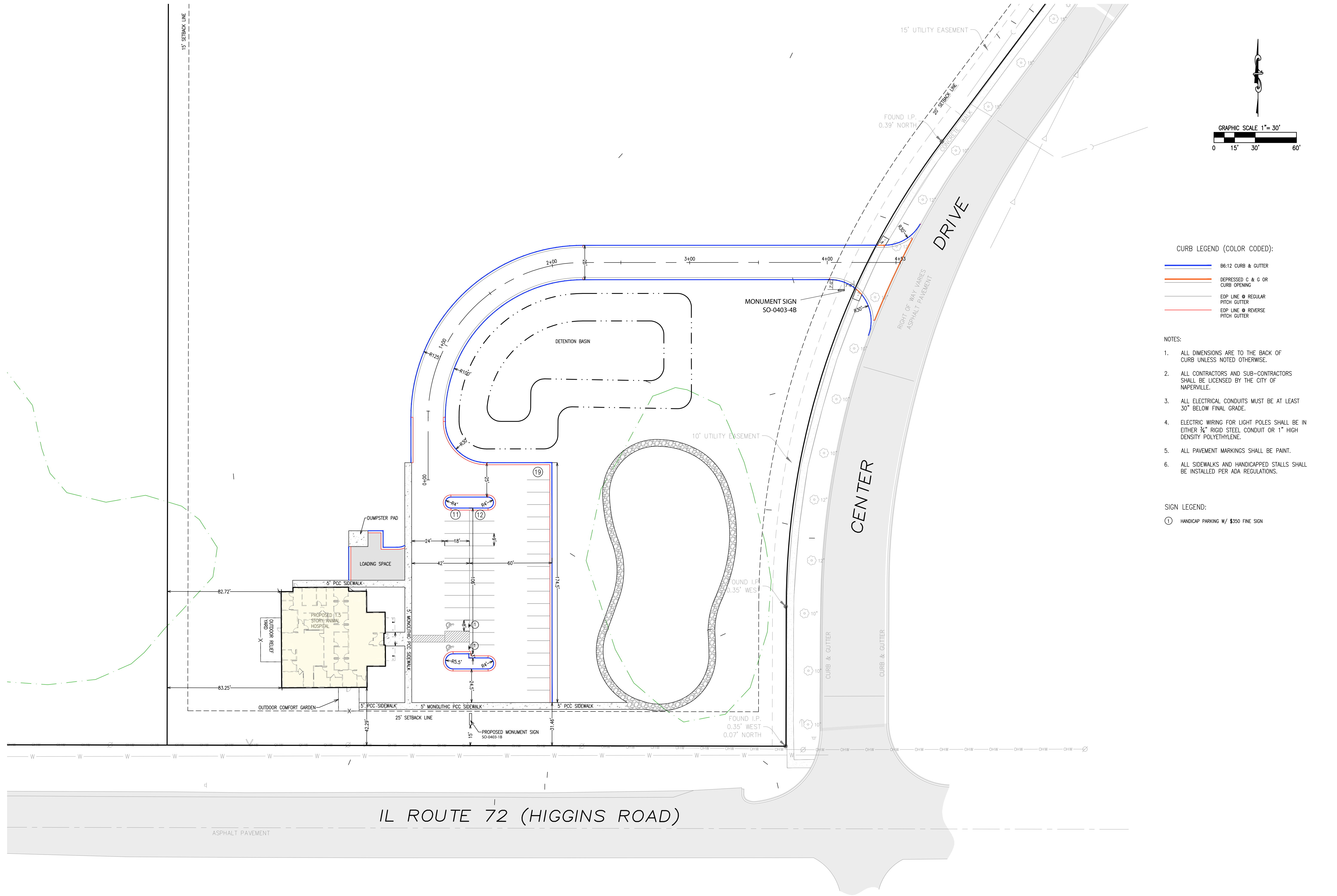
Supplemental Graphics

Zoning Fee Schedule, UDO 2-4-13

Site plan review	\$5,000.00
Appeals to zoning board	\$300.00
Petitions to plan commission	\$50.00
Zoning map amendments	\$100.00
- Plus \$20.00 per acre	
Planned unit developments	\$100.00
- Plus \$20.00 per acre	
Special use permits:	
Home occupations	\$25.00
All others	\$500.00
Variations	\$500.00
Continued, postponed and multiple meetings, per meeting	\$53.00

In addition to the filing fee set out in this section, each petitioner shall reimburse the village for the fees and costs incurred thereby for publication, consultant, legal, engineer, planning and architect fees incurred in relation to such petition or review.

The site plan review fee, above specified, shall be considered a deposit toward the hourly fees incurred by the village in such review as otherwise stated in this section.



- CURB LEGEND (COLOR CODED):**
- B6:12 CURB & GUTTER
 - DEPRESSED C & G OR CURB OPENING
 - EOP LINE ◉ REGULAR PITCH GUTTER
 - EOP LINE ◉ REVERSE PITCH GUTTER

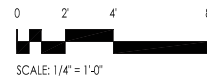
- NOTES:**
1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
 2. ALL CONTRACTORS AND SUB-CONTRACTORS SHALL BE LICENSED BY THE CITY OF NAPERVILLE.
 3. ALL ELECTRICAL CONDUITS MUST BE AT LEAST 30" BELOW FINAL GRADE.
 4. ELECTRIC WIRING FOR LIGHT POLES SHALL BE IN EITHER 3/4" RIGID STEEL CONDUIT OR 1" HIGH DENSITY POLYETHYLENE.
 5. ALL PAVEMENT MARKINGS SHALL BE PAINT.
 6. ALL SIDEWALKS AND HANDICAPPED STALLS SHALL BE INSTALLED PER ADA REGULATIONS.

- SIGN LEGEND:**
- ① HANDICAP PARKING W/ \$350 FINE SIGN

REMARKS		DATE	07/05/2022	REVISED PER ARCHITECT
NO.	1.			
<p>ADVANTAGE CONSULTING ENGINEERS</p> <p>80 MAIN STREET - SUITE 17 - LEMONT, ILLINOIS 60439 630-520-2467 WWW.ADVANTAGEUS.COM</p>				
<p>GEOMETRIC PLAN</p> <p>RED BARN ANIMAL HOSPITAL GILBERT, ILLINOIS</p>				
<p>RWE DESIGN BUILD</p> <p>16W361 S. FRONTAGE ROAD, SUITE 106 BURR RIDGE, ILLINOIS 60527</p>				
<p>MARCH 25, 2022 JOB: 21-052</p>				
<p>SHEET: L1</p>				
<p>4 OF 12</p>				



1 EAST ELEVATION
A-4.0 Scale: 1/8" = 1'



- ONE (1) SET OF FACE LIT - LED ILLUMINATED CHANNEL LETTERS WITH MOUNTED FLUSH TO BUILDING FASCIA

5" RETURNS = PAINTED SATIN MAP BLACK
 1" TRIMCAP = GEMINI STANDARD WHITE
 FACES = 7328 WHITE ACRYLIC
 ILLUMINATION = 7100K BRIGHT WHITE LED



Enlarged view
Scale: 1/2" = 1'

SCALE: Mixed



7933 W Hwy 6, Westville, IN 46391

PROJECT: Red Barn Animal Hospital
 20 N Center
 Gilberts, IL 60140

REP: Shaun O'Brien 219-406-0218

DATE: 11-15-2022

DRAWING: SO-0403-2

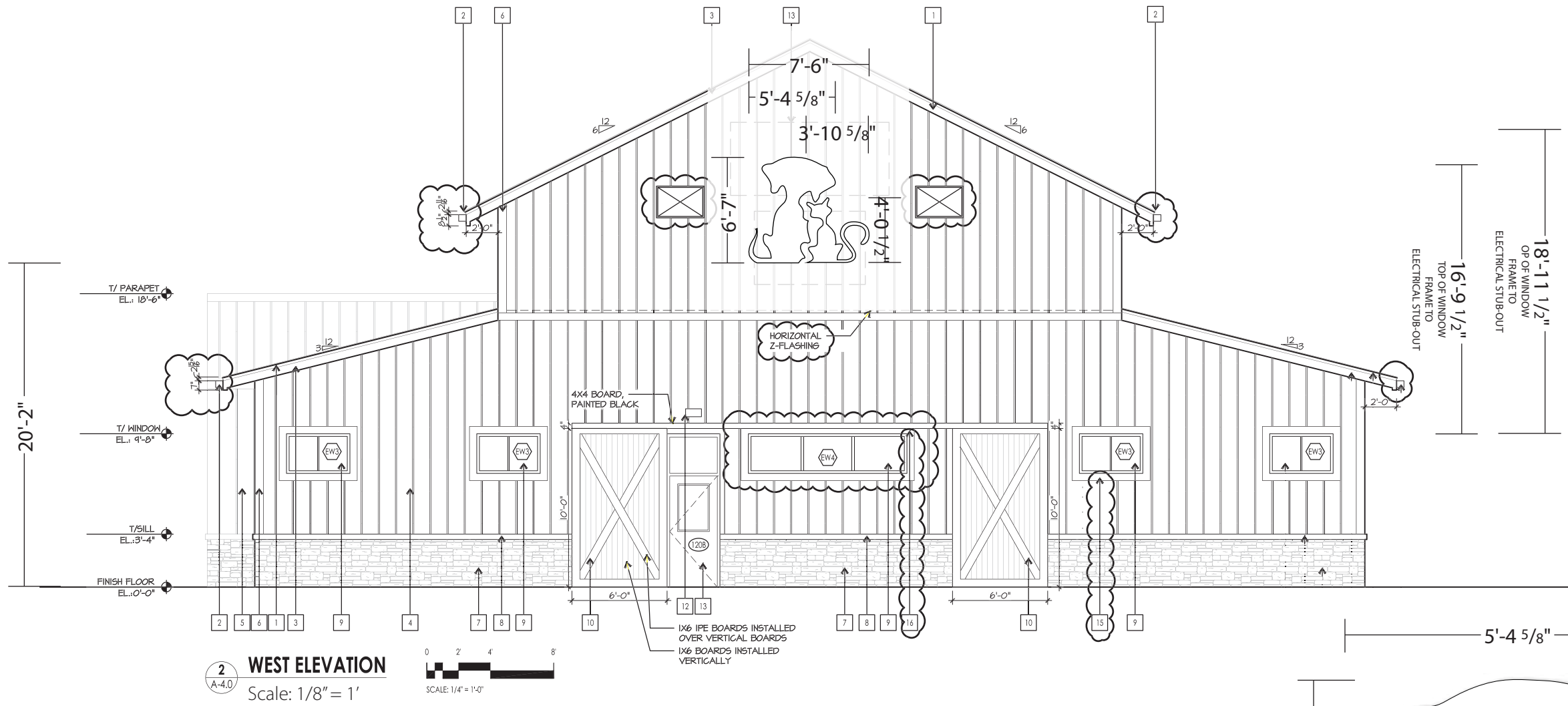
PROJECT #: 220936

REVISIONS:
1.

CLIENT APPROVAL: _____

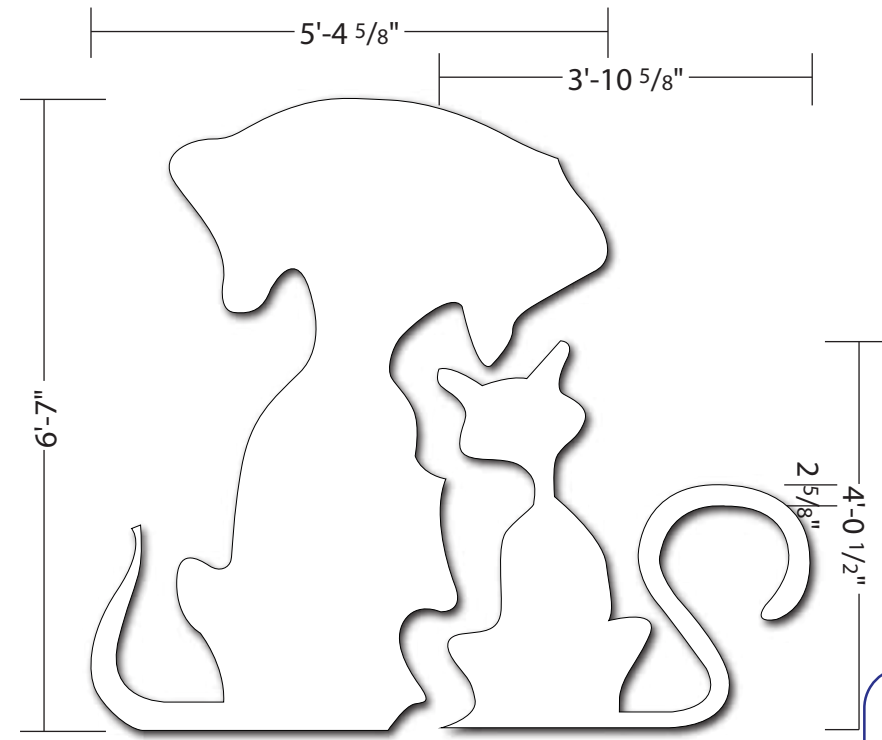
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2 WEST ELEVATION
 A-4.0 Scale: 1/8" = 1'

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- FACES = 7328 WHITE ACRYLIC**
- ILLUMINATION = 7100K BRIGHT WHITE LED**



Enlarged view
 Scale: 1/2" = 1'

SCALE: Mixed



7933 W Hwy 6, Westville, IN 46391

PROJECT: Red Barn Animal Hospital
 E Higgins Rd
 Gilberts, IL 60140

REP: Shaun O'Brien 219-406-0218

DATE: 3-3-2023

DRAWING: SO-0403-6

PROJECT #: 220936

REVISIONS:
 1.

CLIENT APPROVAL: _____

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ORDINANCE NO. 06-2023

**AN ORDINANCE APPROVING A VARIANCE
FROM THE GILBERTS UNIFIED DEVELOPMENT ORDINANCE**

(Red Barn Animal Hospital – Northwest Corner of Route 72 and Center Drive)

WHEREAS, Red Barn Holdings, LLC (“*Owner*”), is the owner of the property located at the corner of Route 72 and Center Drive, Gilberts, Illinois, which property is more specifically described on *Exhibit A* (“*Property*”); and

WHEREAS, the Property is currently zoned in the C-1 Commercial District and is subject to the certain Annexation Agreement and Development Agreement dated April 27, 2005, and recorded on June 13, 2005 in the Office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2005K066197 (“*Annexation Agreement*”), governing the territory known as the Gilberts Town Center; and

WHEREAS, the Owner previously received a special use permit to allow for the operation of an animal hospital on the Property pursuant to Ordinance No. 08-2022, approved by the Village Board of Trustees on April 19, 2022 (“*Special Use Permit*”); and

WHEREAS, the Owner has requested approval of variances from the following section of the Gilberts Unified Development Ordinance (“*UDO*”): (1) a variance from section 9-2(L)(4) of the UDO to allow for wall sign at a height of 29 feet instead of the maximum 20 feet; and (2) a variance from Section 9-2-(L)(a)(1) of the UDO to allow for a second wall sign that is not oriented towards a street (collectively, the “*Variances*”); and

WHEREAS, pursuant to notice duly published, the Gilberts Plan Commission/Zoning Board of Appeals held a public hearing on April 12, 2023, for the purpose of hearing and considering testimony on the Owner’s request for approval of the Variances; and

WHEREAS, at the conclusion of the public hearing, the Gilberts Plan Commission/Zoning Board of Appeals recommended approval of the Owner’s requested Variances, subject to certain conditions; and

WHEREAS, the Village Board makes the following findings of fact in reference to the application for approval of the Variances:

1. The Property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district;
2. The extraordinary or exceptional conditions of the Property requiring the request for the Variances was not caused by the Owner;
3. The proposed Variances will alleviate a peculiar, exceptional or undue hardship, as distinguished from a mere inconvenience or pecuniary hardship;
4. The denial of the proposed Variances will deprive the Owner of the use permitted to be made by the owners of property in the immediate area;

5. The proposed Variances will result in structures that are appropriate to and compatible with the character and scale of structures in the area in which the Variances are being requested; and
6. There is no other means other than the requested Variances by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois as follows:

Section 1. **Recitals.** The recitals are incorporated into this Section 1 as if fully set forth.

Section 2. **Variances.** Subject to the conditions set forth in Section 3 of this Ordinance, the Village Board of Trustees hereby approves the following variances for the Property:

- A. A variance from Section 9-2(L)(4) of the UDO to allow for a wall sign at a height of 29 feet instead of the maximum 20 feet.
- B. A variance from Section 9-2-(L)(a)(1) of the UDO to allow for a second wall sign that is not oriented towards a street.

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

- A. **Compliance with Plans.** The development, maintenance, and use of the Property will be in substantial conformance with the plans attached hereto as *Exhibit B*.
- B. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Property pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with applicable law.
- C. **Compliance with Laws.** The UDO, the Building Code, and all other applicable Village ordinances and regulations shall continue to apply to the Property, and the development and use of the Property must comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

Section 4. **Failure to Comply.** Upon failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals in Section 2 of this

Ordinance for the Property (“*Conditioned Approval*”), will, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees will not revoke the Conditioned Approval unless it first provides the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the C-1 Commercial District and the terms of the Annexation Agreement while it is in effect, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Owner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 4, and agree not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Owner required by this Section 4 is given.

Section 5. **Binding Effect.** The privileges, obligations, and provisions of each and every section of this Ordinance are for the sole benefit of, and shall be binding on, the Owner.

Section 6. **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 7. **Repeal and Saving Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

Section 8. **Effective Date.** Upon its passage and approval according to law, this Ordinance shall, by authority of the Board of Trustees, be published in pamphlet form; provided, however, that this Ordinance shall be of no force or effect unless and until the Owner has executed and filed with the Village its unconditional agreement and consent, in the form attached to this Ordinance as *Exhibit C*, within 30 days following the passage of this Ordinance.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 18th day of April 2023.

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

APPROVED this 18th day of April, 2023.

(SEAL)

Guy Zambetti, Village President

ATTEST: _____
Kelly Mastera, Village Clerk,

Exhibit A

Description of the Property

LOT 290 IN GILBERT TOWN CENTER-UNIT 1A, BEING A PART OF THE NORTH HALF OF SECTION 24, AND PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN THEREOF RECORDED NOVEMBER 22, 2005 AS DOCUMENT 2005K140427, AND ANY AMENDMENTS SUBSEQUENT THERETO IN KANE COUNTY, ILLINOIS.

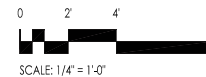
PIN: 02-24-155-003

Exhibit B

Plans



1 EAST ELEVATION
A-4.0 Scale: 1/8" = 1'



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SCALE: Mixed



7933 W Hwy 6, Westville, IN 46391

PROJECT: Red Barn Animal Hospital
 20 N Center
 Gilberts, IL 60140

REP: Shaun O'Brien 219-406-0218

DATE: 11-15-2022

DRAWING: SO-0403-2

PROJECT #: 220936

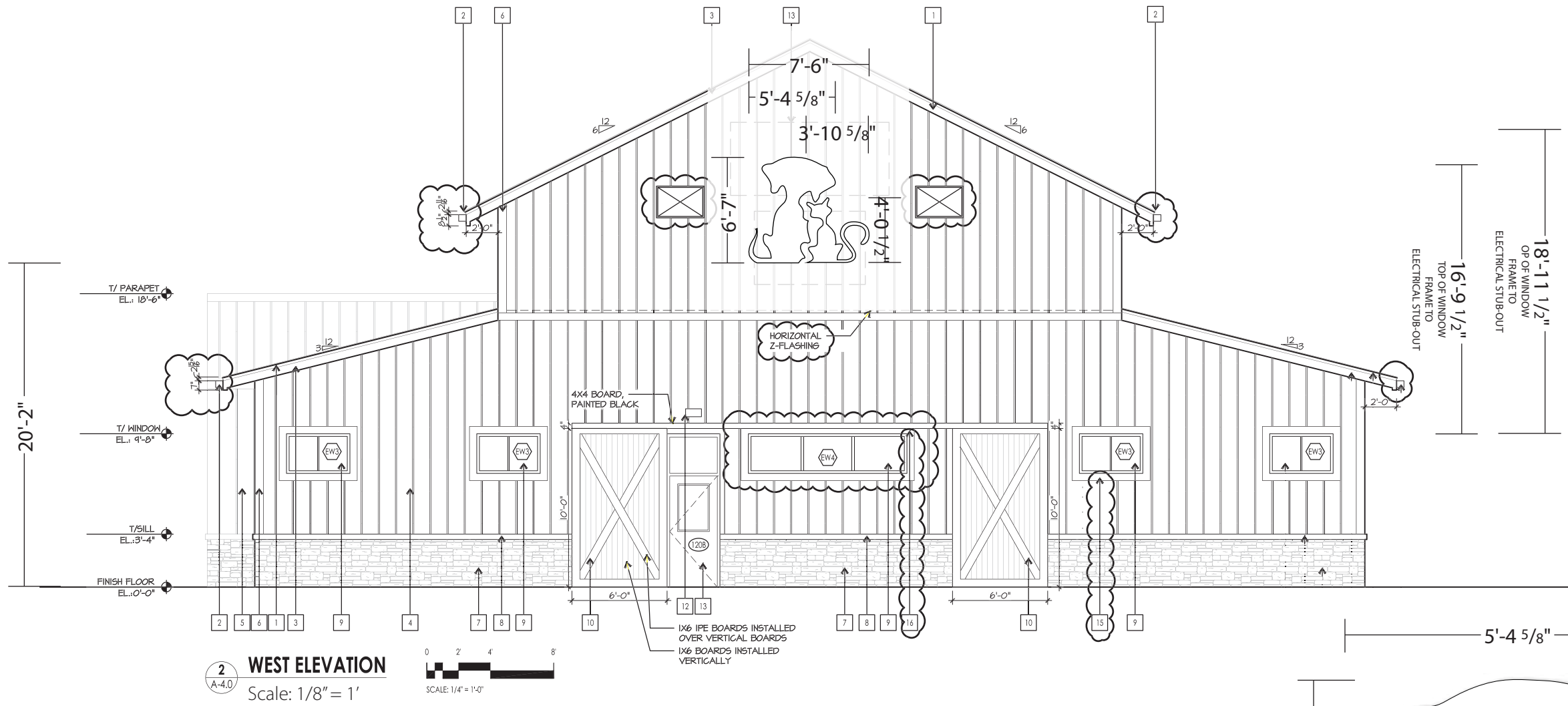
REVISIONS:

1.

CLIENT APPROVAL: _____

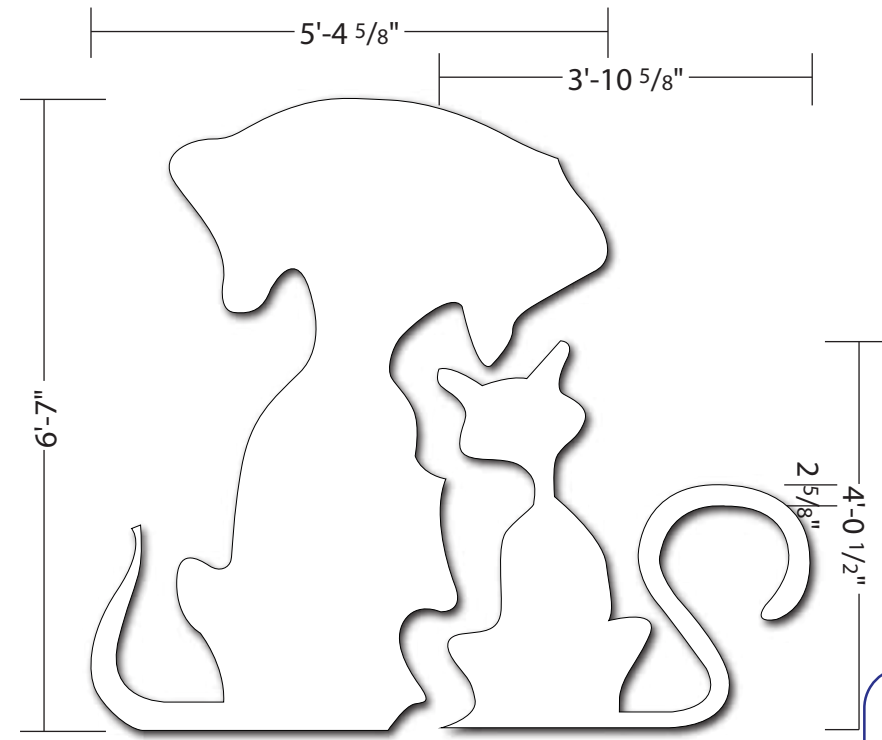
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 Scale: 1/2" = 1'

SCALE: Mixed



7933 W Hwy 6, Westville, IN 46391

PROJECT: Red Barn Animal Hospital
 E Higgins Rd
 Gilberts, IL 60140

REP: Shaun O'Brien 219-406-0218

DATE: 3-3-2023
 DRAWING: SO-0403-6

PROJECT #: 220936

REVISIONS:
 1.

CLIENT APPROVAL: _____

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Exhibit C

Unconditional Agreement and Consent

Pursuant to Section 8 of Ordinance No. 06-2023, and to induce the Village to grant the approval provided for in that Ordinance, the undersigned acknowledges for itself and its successors and assigns in title to the Property that it:

- 1. has read and understand all of the terms and provisions of Ordinance No. 06-2023;
- 2. hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of this Ordinance, the UDO, and all other applicable codes, ordinances, rules, and regulations;
- 3. acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s issuance of any permits for the use of the Property, and that the Village’s issuance of any permit does not, and shall not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time;
- 4. acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right; and
- 5. represents and acknowledges that the person signing this Unconditional Agreement and Consent is duly authorized to do so on behalf of the Owner.

Red Barn Holdings, LLC

By: _____

Its: _____

Date: _____



Village of Gilberts

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

To: President Zambetti & Board of Trustees
From: Riley Lynch, Management Analyst
Cc: Brian Bourdeau, Village Administrator
Date: April 18, 2023 Village Board Meeting
Re: Item 6.H – An Ordinance Approving a Variance from The Gilberts Unified Development Ordinance (Pub 72 – 38 East Higgins Road) (Ordinance 07-2023)

Summary:

Pub 72 INC is seeking a variance from parking requirements triggered by a building expansion. The Plan Commission passed a unanimous recommendation that the variance be approved.

Background:

Pub 72 INC (“*Applicant*”) operates the restaurant located at 38 East Higgins Road (PIN: 02-24-154-010). The property is located within a C-1 Commercial zoning district and is joined by two other C-1 zoned parcels to the west that make up more of Pub 72’s parking lot and a volleyball court. To the north are residences part of the Old Town district, to the south across Higgins Road are



Figure 1 - GIS Snapshot of Pub 72

to the south across Higgins Road are businesses in the I-1 Industrial district, and to the east across Galligan road are more C-1 commercial properties home to Cruisin’ and Red Barn Animal Hospital.

The Applicant is looking to expand the restaurant’s building by 1,000sqft into the parking lot on the west side of the building. The new total net floor area of Pub 72 will be about 2,110sqft. With the new expansion, Pub 72’s parking lot will be rearranged to contain 32 parking spaces, 2 of which will be handicap spaces. However, the Village’s Unified Development Ordinance requires 38 parking spaces. In order to proceed with the planned expansion, the Applicant is requesting a variance from needing to provide the 6 additional spaces.

Note that the Applicant has indicated they have purchased the property located across Galligan road at 17 Galligan Road and proposed to use that property to make up the remaining balance of required parking spaces. However, it is separated by a public road, is a separate zoning lot, and has its own uses and parking requirements. According to these facts and UDO 9-1(B)(1)(a), parking spaces on that property cannot be used to supplement the required spaces for Pub 72.

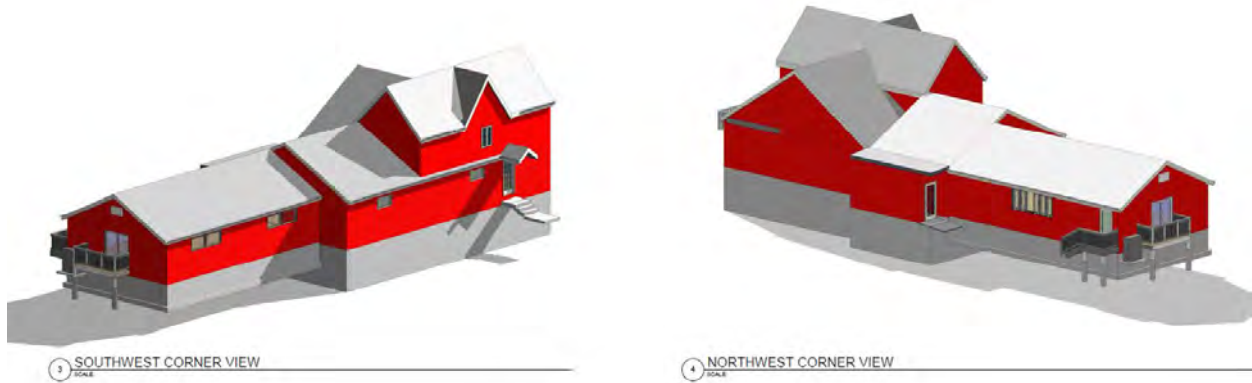


Figure 2 - Pub 72 Expansion Rendering

Public Hearing & Plan Commission:

On April 12th, the Plan Commission held a public hearing to review the Applicant’s zoning relief request. After the public hearing and sufficient deliberation, the Plan Commission passed a unanimous recommendation to the Board that the variances be approved as requested.

Attachments:

- Exhibit 1 – April 12th Plan Commission Packet Material – Pub 72
- Exhibit 2 – Ordinance 07-2023 Authorizing a Variance



Village of Gilberts

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

To: Plan Commission
From: Riley Lynch, Management Analyst
Cc: Brian Bourdeau, Village Administrator
Date: April 12, 2023 Plan Commission Meeting
Re: Item 6 – Consideration and Recommendation to the Village Board of Trustees Regarding a Variance Request from Parking Requirements Related to an Expansion of Pub 72.

Summary:

Pub 72 INC is seeking a variance from parking requirements triggered by a building expansion.

Background:

Pub 72 INC (“*Applicant*”) operates the restaurant located at 38 East Higgins Road (PIN: 02-24-154-010). The property is located within a C-1 Commercial zoning district and is joined by two other C-1 zoned parcels to the west that make up more of Pub 72’s parking lot and a volleyball court. To the north are residences part of the Old Town district, to the south across Higgins Road are



Figure 1 - GIS Snapshot of Pub 72

businesses in the I-1 Industrial district, and to the east across Galligan road are more C-1 commercial properties home to Cruisin’ and Red Barn Animal Hospital.

The Applicant is looking to expand the restaurant’s building by 1,000sqft into the parking lot on the west side of the building. The new total net floor area of Pub 72 will be about 2,110sqft. With the new expansion, Pub 72’s parking lot will be rearranged to contain 32 parking spaces, 2 of which will be handicap spaces.

Variance Request:

Chapter 9-1(A) of the Village’s Unified Development Ordinance (UDO) details that a change in use or increase in floor area requires that additional parking be provided. Furthermore, 9-1(B) of the UDO outlines the number of parking spaces required per use and per 1,000sqft of net floor area. Overall, this requires 38 total spaces for the current restaurant use and proposed expansion. As the remainder of the Applicant’s contiguous properties are covered by the primary structure,

existing parking facilities, and volleyball court, the Applicant is requesting a variance from 9-1 of the UDO to reduce the parking requirement by 6 spaces.

Note that the Applicant has indicated they have purchased the property located across Galligan road at 17 Galligan Road and proposed to use that property to make up the remaining balance of required parking spaces. However, it is separated by a public road, is a separate zoning lot, and has its own uses and parking requirements. According to these facts and UDO 9-1(B)(1)(a), parking spaces on that property cannot be used to supplement the required spaces for Pub 72.

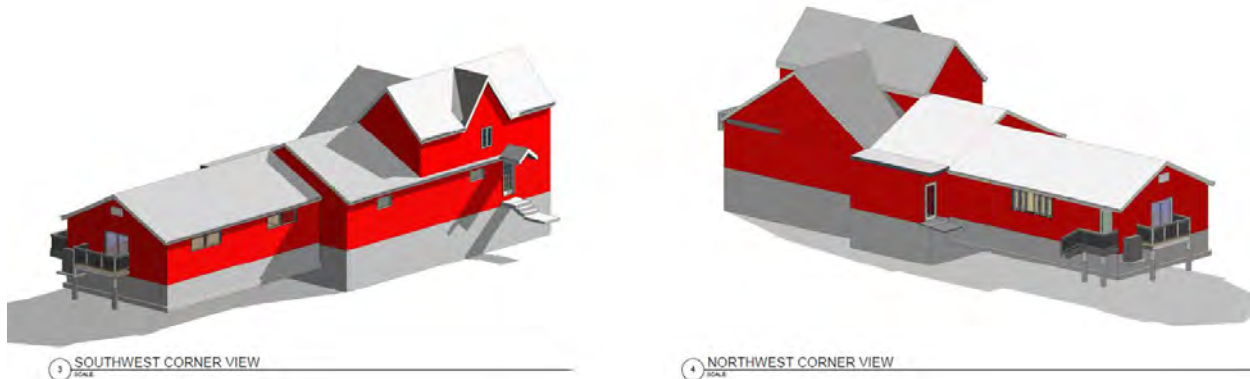


Figure 2 - Pub 72 Expansion Rendering

Points for Discussion:

In considering the Applicant’s request for a variance from parking requirements, the Plan Commission should review the standards for variations as outlined in Section 11-10(F) of the UDO:

Standards for Variations.

1. *General Standard. No variation shall be recommended or granted pursuant to this section unless the owner shall establish that carrying out the strict letter of the provisions of this code would create a particular hardship or a practical difficulty.*
2. *Supplemental Standards. In considering proposed variations to this code, the Board of Appeals will consider whether the proposed variation will:*
 - a. *Impair an adequate supply of light and air to adjacent property.*
 - b. *Unreasonable increase the congestion in public streets.*
 - c. *Increase the danger of fire or endanger the public safety.*
 - d. *Unreasonably diminish or impair established property values within the surrounding area.*
 - e. *In any other respects impair the public health, safety, or welfare of the inhabitants of the village.*
3. *Findings of Fact. Upon review of the application and information presented at the public hearing, the Board of Appeals shall consider and adopt findings of fact sustaining each of the following criteria which are consistent with the rules provided to govern determinations of the Board of Appeals as referenced by state statute.*

- a. *The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district.*
- b. *The extraordinary or exceptional conditions of the property requiring the request for the variance were not caused by the applicant.*
- c. *The proposed variance will alleviate a peculiar, exceptional or undue hardship, as distinguished from a mere inconvenience or pecuniary hardship.*
- d. *The denial of the proposed variance will deprive the applicant the use permitted to be made by the owners of property in the immediate area.*
- e. *The proposed variance will result in a structure that is appropriate to and compatible with the character and scale of structures in the area in which the variance is being requested.*
- f. *There is no other means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.*

See Exhibit 2 for the Applicant's response to these standards

Attachments:

- Exhibit 1 – Notice of Public Hearing
- Exhibit 2 – Application for a Variance
- Exhibit 3 – 38 E. Higgins Road Plat of Survey
- Exhibit 4 – Expansion Design Plans
- Exhibit 5 – Parking Lot Design & Fire Apparatus Turning Exhibit

VILLAGE OF GILBERTS
PUBLIC NOTICE REGARDING A HEARING ON A VARIANCE APPLICATION

PUBLIC NOTICE IS HEREBY GIVEN that the Gilberts Plan Commission will conduct a public hearing on Wednesday, April 12, 2023, at 7:00 p.m. at the Gilberts Village Hall, 87 Galligan Road, Gilberts, Illinois, to consider an application from Pub 72 Inc. (“Applicant”) concerning the property located at 38 East Higgins Road, Gilberts, Illinois, and identified by PINS 02-24-154-010, 02-24-154-012, and 02-24-154-004 (“Property”). The Applicant requests approval of a variance from Section 9-1 of the Gilberts Unified Development Ordinance (UDO) to reduce the required amount of off-street parking spaces for the Property, and for such other and further zoning relief as may be required.

All persons interested in the variance application should attend and will be given an opportunity to provide written and oral testimony. Members of the public can also submit written comments via email at info@villageofgilberts.com. Additional information about the variance application and the public hearing are available from the Village of Gilberts at (847) 428-2861. The public hearing may be continued from time to time without further public notice.

Gilberts Plan Commission
Village of Gilberts



The Village of Gilberts

APPLICATION FOR DEVELOPMENT AND ZONING APPROVALS

Last Updated: November 2021

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Application for Zoning and Development Approvals

This Application is used to request development approval from the Village when consideration by the Gilberts Plan Commission and Zoning Board of Appeals, or Village Board is required. This application packet is available on the Village's website at <https://www.villageofgilberts.com>. Additional questions concerning this packet and requirements should be directed to Village Hall by email at development@villageofgilberts.com, or by phone at (847) 428-2861.

For Reference

- The Village's official Zoning Map can be found on the Village's website [here](#).
- Unless stated otherwise, items referring to the Village Code of Ordinances or Village Code refer to the most current code for the Village, available online [here](#).
- UDO - Unified Development Ordinance. Throughout this packet, Unified Development Ordinance may be abbreviated to "UDO." The UDO is found in Title 10 as a portion of the Village Code, although available as an additional document so that it may remain easily accessible. The UDO outlines limitations, regulations, requirements and other aspects pertaining to development, and is available online [here](#).
- When referring to the Village Code or UDO, chapters, titles, and sections may be abbreviated. For example, Title 1 Chapter 2 Section 3 would be abbreviated 1-2-3.

Definitions

As defined in the Village of Gilberts UDO. A full list of definitions can be found in the Village of Gilberts UDO, 10-13-13. Any definitions found elsewhere will have included reference or example.

- **Plan Commission:** The Planning Commission of the Village of Gilberts, Illinois. This appointed board of residents consisting of six members and one chairperson holds office for one-year terms and provides recommendation to the Village Board of Trustees on matters of planning, zoning, and development. (10-11-3 UDO)
- **Permitted Use:** Any use allowed in a zoning district and subject to the restrictions applicable to that zoning district.
- **Special Use Permit:** In addition to uses classified and permitted in each zoning districts, there are additional uses that may be desirable to allow, however due to unique requirements and impacts, additional consideration is required through this permitting process. (10-11-11 UDO)
- **Variance:** A request to deviate from certain zoning requirements in the case that practical difficulties or particular hardships require relief. (10-11-10 UDO)
- **Zoning District:** A specifically delineated land area within the Village of Gilberts, Illinois, as specified on the Zoning Map—included attached to the end of this packet—within which regulations and requirements govern the use, placement, spacing, and size of land and buildings.

Development Review Process

1. Pre-Application

Review the Village's Code and Unified Development Ordinance as it relates to your request. The Code and UDO is available online [here](#). Depending on the request, you may wish to have a preliminary or concept meeting with staff. These meetings are entirely optional, but encouraged to gain a better understanding of the request.

2. The Application

Complete the general Application for Development Approval and the exhibits relevant to your request. Submittal of the Application should include all materials and applicable fees required by this Application and the Village Code. This includes the required fees, escrow and agreement to reimburse the Village for its costs pursuant to Section 2-5-3 of the Village Code. Applications can be submitted to Village Hall at 87 Galligan Road, or electronically. Electronic submission can be sent through email to development@villageofgilberts.com if the submission is less than 10 MB, through a flash drive, or through an online document transfer site with a link that DOES NOT expire. ***Submittals will not be accepted or processed until all of the submittal requirements are met.***

3. Staff Review

Once a complete Application is submitted, the Village will forward it to the applicable Village departments and consultants for review and comment. The Village will send its review comments to the Primary Contact Person as identified in this application. Comments may necessitate revisions to plans prior to scheduling the project for a hearing or meeting with the Plan Commission, Zoning Board of Appeals, or Village Board.

4. Notice Requirements and the Public Hearing

Depending on the type of approval sought, the applicant may have to notify the public before meeting with the Plan Commission. Public notice for a hearing must occur no more than 30 days and no less than 15 days in advance of the hearing date. Additionally, an applicant requesting relief that requires a public hearing must give notice of the hearing, no less than 10 days in advance of the hearing date, to owners of property within 250 feet of the subject property pursuant to [Section 10-11-5C](#) of the Village Code. Then a public hearing will be held concerning the request. This is where one can justify the request and where members of the public can speak to voice their support or concerns.

5. Plan Commission Meeting

When the public hearing is closed, the Plan Commission will discuss the request. After sufficient deliberation, the Plan Commission will give a recommendation to the Village board about what to do with the request.

6. Village Board Meeting

Following a public hearing and recommendation by the Plan Commission and/or the Zoning Board of Appeals, or as otherwise necessary, the project will be scheduled for Village Board consideration. Projects will not be included on a Village Board agenda until Village staff has determined that all plans are in technical compliance with all Village codes, rules, and policies. The Village Board will take final action on requests after sufficient deliberation.

Zoning and Development Application Fees

Below is a summary fee schedule of common fees required throughout the development process. Exact fees related to development may vary based on use or on zoning. For any questions on the fee schedule as related to zoning and development, please contact Village Hall at (847) 428-2861.

Zoning Fee Schedule - Village Code 2-4-13

<input type="checkbox"/> Site plan review (Variable Escrow)	\$5,000.00
<input type="checkbox"/> Appeals to zoning board	\$300.00
<input type="checkbox"/> Petitions to plan commission	\$50.00
<input type="checkbox"/> Zoning map amendments	\$100.00
▪ Plus \$20.00 per acre. Number of Acres: _____	
<input type="checkbox"/> Planned unit developments	\$100.00
▪ Plus \$20.00 per acre. Number of Acres: _____	
<input type="checkbox"/> Special use permits:	
<input type="checkbox"/> Home occupations	\$25.00
<input type="checkbox"/> All others	\$500.00
<input type="checkbox"/> Variations	\$500.00
<input type="checkbox"/> Continued, postponed and multiple meetings, per meeting	\$53.00

Petitioners seeking annexation agreements must contact the Village to determine applicable fees.

In addition to the filing fee set out in this section, each petitioner shall reimburse the village for the fees and costs incurred thereby for publication, consultant, legal, engineer, planning and architect fees incurred in relation to such petition or review.

The site plan review fee, specified above, shall be considered a deposit to establish an escrow toward the hourly fees incurred by the village in such review as otherwise stated above.

Application for Development Approval

Please complete this section before any other part of this packet.

Development name: Pub 72

Address of subject property: 38 East Higgins Road Gilberts IL.

Parcel identification number (P.I.N.): 02-24-154-010

I. Applicant: Pub 72 INC.

Address: 38 East Higgins Road

City: Gilberts State: IL Zip code: 60136

Phone: 847-426-6655 Email: pub72barandgrill@gmail.com

II. Property Owner(s): Home State Band of Crystal Lake Trust: 3523 - Brett R Coleman

Address: 8105 Ackman Road

City: Crystal Lake State: IL Zip code: 60014

Phone: _____ Email: _____

III. Primary contact: Rick Csekme

Check one that best applies:

Owner Attorney Engineer Broker Other: GC

Phone: 312-656-6130 Email: FTCNPRO@gmail.com

IV. Other staff

Name: Tom Trier

Owner Attorney Engineer Broker Other: _____

Phone: 1-773-742-7975 Email: evergreenpubandgrill@gmail.com

Name: _____

Check one that best applies:

Owner Attorney Engineer Broker Other: _____

Phone: _____ Email: _____

V. PROPOSED DEVELOPMENT

Check all that apply and provide written responses to corresponding exhibits on a separate sheet. If unsure contact Village Hall at 847-428-2861 or development@villageofgilberts.com.

Site Plan Review
(Complete Exhibit 1)

Zoning Appeal
(Complete Exhibit 5)

Special Use (New or Amendment)
(Complete Exhibit 2)

Zoning Interpretation
(Complete Exhibit 6)

Variance Request
(Complete Exhibit 3)

Planned Unit Development
(Complete Exhibit 7)

Rezoning or Text Amendment
(Complete Exhibit 4)

Temporary Use
(Complete Exhibit 8)

Subdivision/Annexation
(Please contact Staff)

Other (Please Specify _____)

Acreage of property: _____

Description of proposal/use (use the following page or a separate sheet if necessary):

Parking Space leniency

VI. APPLICANT'S SIGNATURE

I, Thomas Trier [Applicant's Printed Name and Title], being duly sworn, declare that: i) I am duly authorized to make this Application for Development Approval on behalf of the Applicant; ii) I have read and understand this Application for Development Approval, and the Village of Gilberts UDO, available online [here](#).

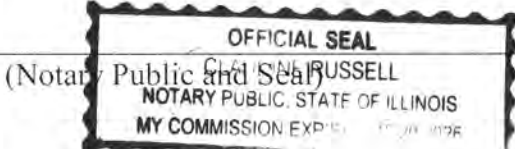
I have read, understand, and will comply by the provisions of the Village Code, found [here](#) online regarding reimbursement of the Village's costs; and iv) the above information, to the best of my knowledge, is true and accurate.

[Signature]
(Signature of Applicant or authorized agent)

3/14, 2023
(Date)

SUBSCRIBED AND SWORN TO before me this 24th day of March, 2023

Clara Russell



Use this page to detail or repeat any information from page three or four, concerning any other contacts and descriptions relevant to development

Currently we are showing 33 parking spaces. Sq footage is asking for 38.

We can remove a tree + smoker to gain 2 more.

Owner's of pub 72 also purchased the building across the street and would like to offer additional parking as needed on that lot.

The revised final plan shows 32 parking spaces. The applicant is requesting a variance of 6 parking spaces.

VII. OWNER'S AUTHORIZATION LETTER

I/we hereby certify that I/we am/are the owner(s) of the above-described Subject Property. I/we am/are respectfully requesting processing and approval of the request(s) referenced in this Application. I/we hereby authorize the Applicant listed on this Application to act on my/our behalf during the processing and presentation of this request(s).

Ann Coleman
(Signature of 1st Owner or authorized agent)

3/23/23
(Date)

Thomas Trier
(Signature of 2nd Owner or authorized agent)

3 23 23
(Date)

Ann Coleman
1st Owner's Printed Name and Title

THOMAS TRIER
2nd Owner Printed Name and Title

****Please include additional pages if the Subject Property has more than two owners****

SUBSCRIBED AND SWORN TO before me this 23rd day of March, 2023

Claudia Russell
(Notary Seal and Signature)



VIII. DISCLOSURE OF BENEFICIARIES

Name: Thomas Trier

Address: 420 Tenby Way Algonquin IL, 60102

Nature of Benefit sought: Variance

Nature of Applicant: (please check one)

Natural Person

Trust/Trustee

Corporation

Partnership

Land Trust/Trustee

Joint Venture

If applicant is not an entity described above, briefly state the nature of the applicant(s):

S Corp Thomas Trier Owner

In your answer above, if you checked box b, c, d, e or f. identify by name and address each person or entity which is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of C3Se of a joint venture, or who otherwise has a proprietary interest, interest in profits and losses or right to control such entity:

	<u>Name</u>	<u>Address</u>	<u>Interest</u>
a)	<u>Thomas Trier</u>	<u>420 Tenby Way Algonquin IL.</u>	<u>Owner.</u>
b)			
c)			
d)			

Name, address and capacity of person making this disclosure on behalf of the applicant:

Important Note: In the event your answers above identify entities other than a natural person, additional disclosures are required for each entity.

VERIFICATION

I, Claudine Russell being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 15th day of February, 2023

Claudia Russell

(Notary Seal and Signature)



Exhibit 3: Variance Requests

A. Checklist of Required Submittals

- A site plan in accordance with Exhibit 1 of this development packet.
- Additional information may be required by the Village.

B. Variance Request Details

Please provide a written narrative that responds to the following standards below. Use the next page or another sheet of paper for your responses.

1. Indicate the section(s) of the code from which a variance is requested.

9.1 of the zoning ordinance

2. Statement regarding the request, giving distances and dimensions where appropriate.

Seeking a variance to allow parking space shortage.

3. Give a description of conditions and/or hardship which justify the need for a variance.

Currently we can show 33 spaces and we are required 38. Asking for 5 space forgiveness. Revised Plan shows 32 parking spaces. The Applicant needs a variance from 6 parking spaces.

*Also offering additional parking across the street from new building purchase.

4. Date(s) of any previous application for a variance and the result of them.

5. Additional information as required by the Village.

C. Responses to Standards

Standards for Variations (See 10-11-10F of UDO)

Please provide a written narrative that responds to the following standards below. Use the next page or another sheet of paper for your responses.

1. *General Standard.* No variation shall be recommended or granted pursuant to this section unless the owner shall establish that carrying out the strict letter of the provisions of this code would create a particular hardship or a practical difficulty.

2. *Supplemental Standards.* In considering proposed variations to this code, the Board of Appeals will consider whether the proposed variation will:
 - a. Impair an adequate supply of light and air to adjacent property.
 - b. Unreasonably increase the congestion in public streets.
 - c. Increase the danger of fire or endanger the public safety.
 - d. Unreasonably diminish or impair established property values within the surrounding area.
 - e. In any other respects impair the public health, safety, or welfare of the inhabitants of the village.

3. *Findings of Fact.* Upon review of the application and information presented at the public hearing, the Board of Appeals shall consider and adopt findings of fact sustaining each of the following criteria which are consistent with the rules provided to govern determinations of the Board of Appeals as referenced by state statute.
 - a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district.
 - b. The extraordinary or exceptional conditions of the property requiring the request for the variance were not caused by the applicant.
 - c. The proposed variance will alleviate a peculiar, exceptional or undue hardship, as distinguished from a mere inconvenience or pecuniary hardship.
 - d. The denial of the proposed variance will deprive the applicant the use permitted to be made by the owners of property in the immediate area.
 - e. The proposed variance will result in a structure that is appropriate to and compatible with the character and scale of structures in the area in which the variance is being requested.
 - f. There is no other means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

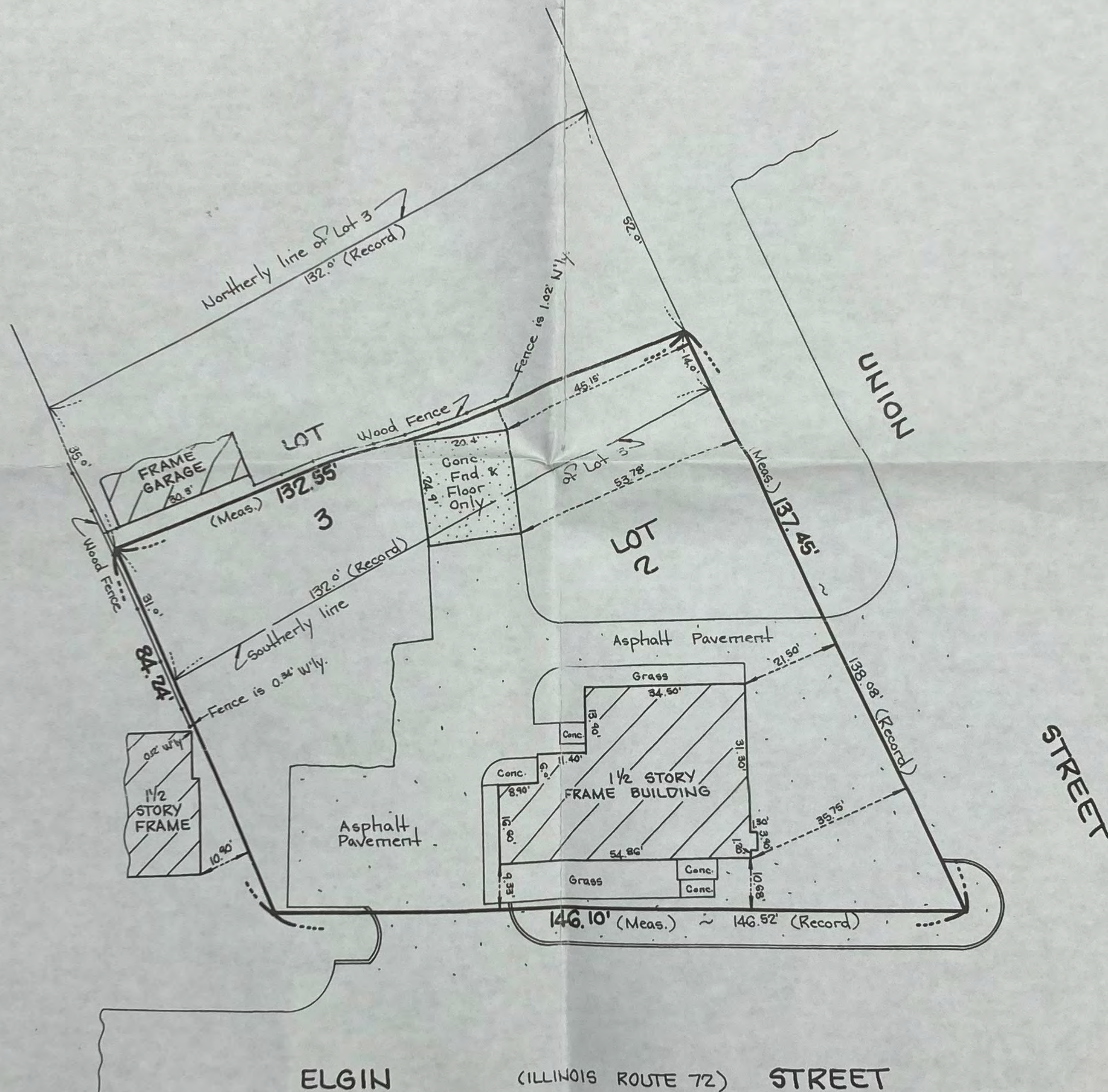


PLAT OF SURVEY

JOHN D. REBIK & Associates
Land and Construction Surveys
35 W 388 Miller Road
Dundee, Illinois 60118
(312) 428-3456



Lot 2 (except that part conveyed to People of the State of Illinois by Document 446977 recorded on January 3, 1950 in Book 1111, page 1) and that part of Lot 3 described as follows: Beginning at a point on the Easterly line of said Lot 3, 52.0 feet southerly of the Northeastern corner thereof; thence Westerly to a point in the Westerly line of said Lot, 35.0 feet southerly of the Northwestern corner thereof; thence southerly along said Westerly line, 31.0 feet to the southwestern corner thereof; thence Easterly, along the southerly line of said Lot, 132.0 feet to the Southeastern corner thereof; thence Northerly along the Easterly line of said Lot, 14.0 feet to the point of beginning, all in Block 2 of RUTLANDVILLE, in the Village of Gilberts, being in the West 1/2 of the North-west 1/4 of Section 24, Township 42 North, Range 7 East of the Third Principal Meridian, Kane County, Illinois.



Scale: 1 inch equals 20 feet.
Distances are marked in feet and decimal parts thereof.

Ordered by: **ARIANO, ANDERSON, BAZOS**
Checked by: **T.L.M.** Surveyed by: **J.D.R.**

Building lines, if any, shown hereon are building lines shown on the recorded subdivision plat. Consult local authorities for building lines established by local ordinances.

Please check Legal Description with Deed; also compare all points before building and report ANY DISCREPANCY IMMEDIATELY.

Order No. **88-2052**

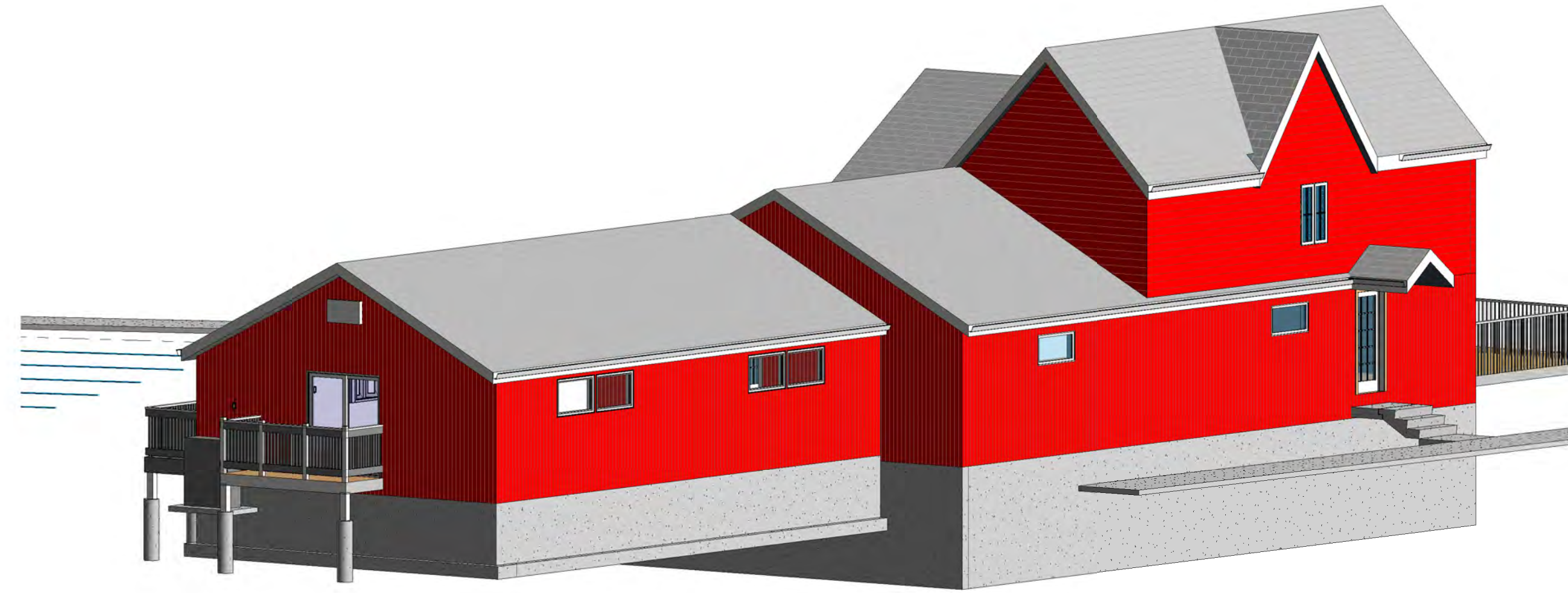


STATE OF ILLINOIS } S.S.
COUNTY OF KANE }

JOHN D. REBIK & Associates, do hereby certify that a survey has been made under its direction by a Registered Illinois Land Surveyor, of the property described hereon and that the plat hereon drawn is a correct representation of said survey.
Dundee, Illinois, dated this 4th day of August, A.D. 1988

John D. Rebig
John D. Rebig
Illinois Registered Land Surveyor No. 2429

PUB 72 FIRST FLOOR ADDITION



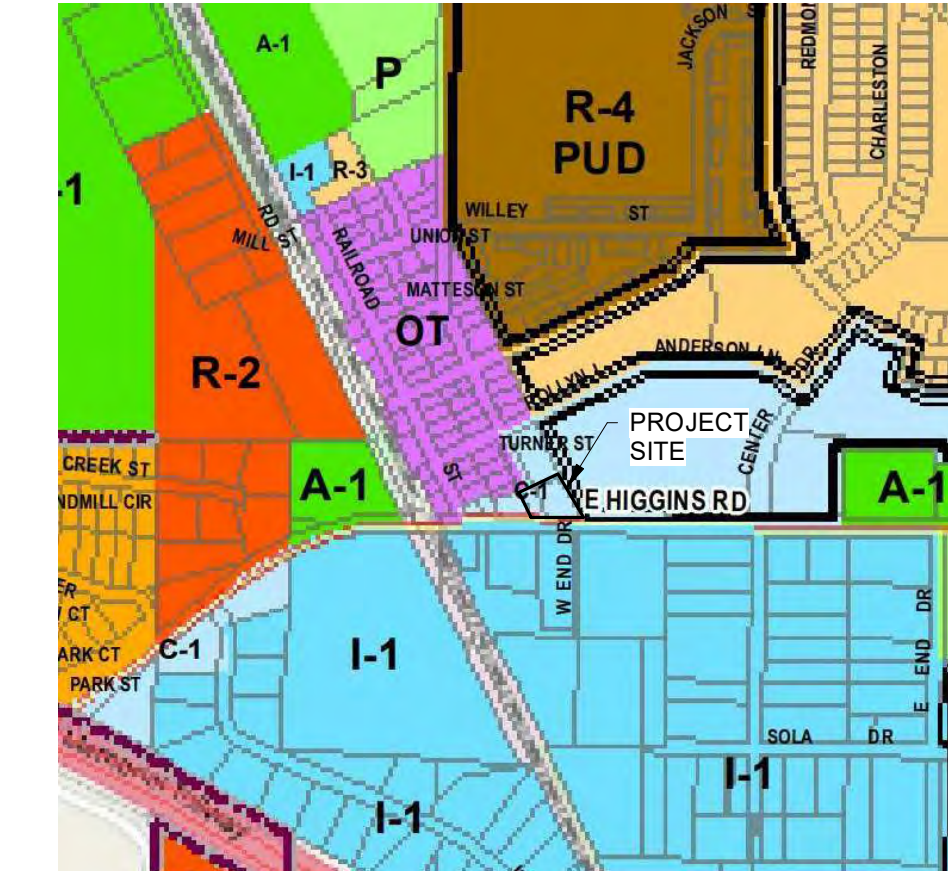
- APPLICABLE CODES**
- INTERNATIONAL BUILDING CODE/2003.
 - INTERNATIONAL MECHANICAL CODE/2003.
 - INTERNATIONAL FUEL GAS CODE/2003.
 - NATIONAL ELECTRICAL CODE 2002 NFPA 70.
 - INTERNATIONAL RESIDENTIAL CODE/2003.
 - ILLINOIS PLUMBING CODE/2014.
 - INTERNATIONAL FIRE CODE/2003.
 - INTERNATIONAL PROPERTY MAINTENANCE CODE/2003.
 - INTERNATIONAL URBAN - WILDLAND INTERFACE CODE/2003.
 - INTERNATIONAL ENERGY CONSERVATION CODE/2009.

	C-1
Minimum District Area (note 1)	4 acres
Minimum Lot Area	N/A
Minimum Lot Width (feet)	100
Maximum Lot Coverage for all buildings	35% of lot area
Maximum Floor Area Ratio for all buildings	40% of lot area
Maximum Building Height (feet) (note 2)	35 (principal) 12 (accessory)
Minimum Front and Corner Side Yard Setback (feet)	15 (buildings) 10 feet (off street parking and loading)
Minimum Interior Side Yard Setback (feet) (note 3)	10 feet (buildings) 5 feet (off street parking and loading)
Minimum Rear Yard Setback (feet) (note 3)	15 feet (buildings) 5 feet (off street parking and loading)



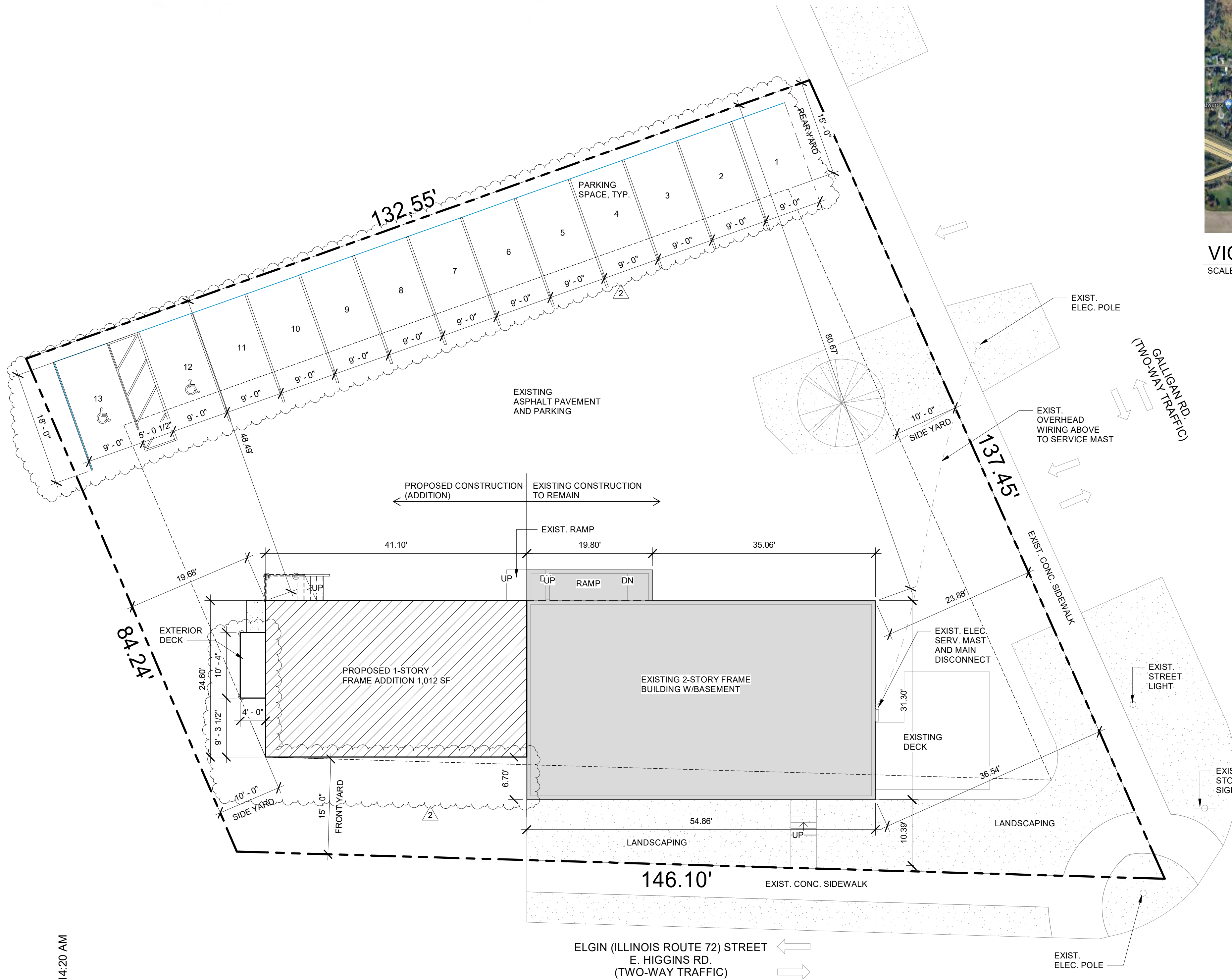
VICINITY MAP

SCALE: 12" = 1'-0"



ZONING MAP

SCALE: 12" = 1'-0"



GILBERTS ZONING ORDINANCE AND LAND USE ORDINANCE, AND MUNICIPAL CODE OF GILBERTS, IL						
ITEM	DESCRIPTION	REFERENCE	ORDINANCE REQUIREMENT	ACTUAL	SHEET NO.	REMARKS
UNIFIED DEVELOPMENT ORDINANCE						
1.01	ZONING DISTRICT	CHAPTER 4 (TABLE 4-6)	C-1	C-1	G.001	
1.02	MIN. LOT AREA	CHAPTER 4 (TABLE 4-6)	N/A	14,557 SF	G.001	
1.03	FLOOR TO AREA RATIO (MAX)	CHAPTER 4 (TABLE 4-6)	5,823 SF = 40%	3,789 SF = 26%	G.001	
1.04	BUILDING LOT COVERAGE	CHAPTER 4 (TABLE 4-6)	5,095 SF = 35%	2,825 SF = 19%	G.001	
1.05	FRONT SETBACK	CHAPTER 4 (TABLE 4-6)	15 FT	15 FT	G.001	
1.06	REAR SETBACK	CHAPTER 4 (TABLE 4-6)	15 FT	15 FT	G.001	
1.07	SIDE SETBACKS	CHAPTER 4 (TABLE 4-6)	10 FT	10 FT	G.001	
1.08	REAR YARD OPEN SPACE	CHAPTER 4 (TABLE 4-6)	407 SF	-	G.001	
1.09	BUILDING HEIGHT (MAX) / NO. OF FLOORS	CHAPTER 4 (TABLE 4-6)	35FT MAX	26'-5" / 2 STORY	G.001	
CHAPTER 3 OCCUPANCY CLASSIFICATION AND USE						
2.00	OCCUPANCY CLASSIFICATION	310.6	A-2	A-2		
CHAPTER 5 GENERAL BUILDING HEIGHTS AND AREAS						
3.00	ALLOWABLE BLDG HEIGHT IN FEET ABOVE GRADE PLANE	TABLE 504.3	35 FT	35FT	A.201	
3.01	ALLOWABLE NO. OF STORIES ABOVE GRADE PLANE	TABLE 504.4	3 STORIES	2 STORY	A.201	
3.02	ALLOWABLE BLDG AREA	TABLE 506.2	5,000 SF	2,247 SF		
3.03	INCIDENTAL USES	TABLE 509	R-5 BOILER AND FURNACE ROOMS: 1 HR	1 HR		
CHAPTER 6 TYPES OF CONSTRUCTION						
4.00	FIRE RESISTANCE RATING REQUIREMENTS	TABLE 601	VA	VA		FIRST FLOOR ADDITION
4.01	EXTERIOR BEARING WALL	TABLE 601	1 HR	1 HR	A.001	
4.02	INTERIOR BEARING WALL	TABLE 601	1 HR	1 HR	A.001	
4.03	EXTERIOR NON-BEARING WALL	TABLE 602	1 HR	1 HR	A.001	
4.04	INTERIOR NON-BEARING WALL	TABLE 601	0 HR	0 HR	A.001	
4.05	FLOOR CONSTRUCTION & ASSOCIATED SECOND MEMBERS	TABLE 601	1 HR	1 HR	A.001	
4.06	ROOF CONSTRUCTION & ASSOCIATED SECOND MEMBERS	TABLE 601	1/2 HR	1/2 HR	A.001	
CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES						
5.00	MINIMUM DISTANCE OF PROJECTION	TABLE 705.2				
5.00a		TABLE 705.2.1	2 FT TO LESS THAN 3 FT	24 IN		
5.01	CORNICES, EAVE OVERHANGS, BAY WINDOWS, ORIEL WINDOWS AND SIMILAR DECORATIVE PROJECTIONS ON BLDGS NOT EXCEEDING 40 FT IN BLDG HEIGHT		0 FT TO LESS THAN 3 FT: PERMITTED	12 IN PROJECTIONS		
CHAPTER 8 INTERIOR FINISHES						
6.00	INTERIOR WALL AND CLG FINISHES	TABLE 803.13	CLASS A	CLASS A		
6.01	MIN OPENING AREA	R310.2	NET CLEAR OPENING NOT < 5.75F OR NET CLEAR HEIGHT NOT < 24IN & NET CLEAR WIDTH NOT < 20IN	TBD		
CHAPTER 10 MEANS OF EGRESS						
7.00	TYPES OF EXITS	1010	DOORS	DOORS		
7.01	MIN NO. OF EXITS	TABLE 1006.3.2	2	2		
7.02	TRAVEL DISTANCE TO EXITS	TABLE 1006.2.1	60 FT	60 FT		
7.03	CEILING HEIGHT	1003.2	7'-6" MIN	9 FT		
7.04	MINIMUM WIDTH OF EXITS	1010.1.1	32" MIN	36" PROVIDED		
7.05	SWING OF EXIT DOORS	1010.1.2.1	x=50 OCCUPANT: NOT IN DIRECTION OF EGRESS	INWARD SWING		
7.06	STAIRWAY HEADROOM	1011.3	84 IN MIN.	> 84 IN		
7.07a	MAX RISER HEIGHT	1011.5.2 (EXCEPTION 3)	8 IN	8 IN		
7.07b	MIN TREAD DEPTH	1011.5.2 (EXCEPTION 3)	9 IN	9 IN (INCLUDING NOSING)		
7.07c	NOSING	1011.5.2 (EXCEPTION 3)	1 IN (MIN) - 1 1/4 IN (MAX)	1 IN		
7.08	LANDINGS (VERTICAL RISE)	1011.8 (EXCEPTION 2)	12'-7" MAX BETWEEN LEVELS	< 12 FT		
7.09	HANDRAILS	1011.11.1	HANDRAIL ON ONE SIDE	1 HANDRAIL PROVIDED		
ENERGY CONSERVATION CODE						
8.00	CLIMATE ZONE	TABLE 502.2(1)	ZONE 5	ZONE 5		
8.01	WALL R-VALUE	TABLE 502.2(1)	R13 + R-3.8 CI	R-20		
8.02	CEILING R-VALUE	TABLE 502.2(1)	R-38	R-38		
8.03	FLOOR R-VALUE	TABLE 502.2(1)	R-30	R-30		
8.04	BASEMENT WALL R-VALUE	TABLE 502.2(1)	R-7.5 CI	R-10		
8.05	SLAB R-VALUE AND DEPTH	TABLE 502.2(1)	N/A	N/A		

CITY APPROVAL STAMP:

PUB 72 FIRST FLOOR ADDITION
FIRST FLOOR ADDITION TO EXISTING PUB AND GRILL

THOMAS R. TRIER
32 E. HIGGINS RD
GILBERTS, IL 60136

No.	Description	Date
1	ISSUED FOR PERMIT	01/23/23
2	REVISION 1	02/13/23

STAMP:

- DRAWING INDEX**
- G.001 COVER SHEET
 - G.002 GEN. NOTES & SYMBOLS
 - A.101 EXISTING FIRST FLOOR DEMO AND PROPOSED FOUNDATION PLANS
 - A.102 PROPOSED 1ST FLOOR AND ROOF PLANS
 - A.201 BUILDING ELEVATIONS
 - A.202 BUILDING ELEVATIONS
 - A.400 TYPICAL DETAILS
 - H.100 HVAC FLOOR PLANS
 - E.101 1ST FLOOR ELECTRICAL PLAN

SHEET TITLE:
COVER SHEET

SCALE: As indicated
DATE: 01/11/23

G.001

2/13/2023 7:14:20 AM

1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 10'-0"

GENERAL NOTES

- ALL CONSTRUCTION SHOULD BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE VILLAGE OF GILBERTS BUILDING CODES, AMENDMENTS, AND ALL OTHER APPLICABLE FEDERAL, STATES, AND LOCAL LAWS AND ORDINANCES, ACCESSIBILITY CODES, STANDARD, AND REGULATORY AGENCIES.
- ALL REFERENCES TO CODES, SPECIFICATIONS AND STANDARD REFERRED TO IN THE SPECIFICATIONS AND / OR DRAWINGS SHALL MEAN THE LATEST EDITION, AMENDMENT OR REVISION OF SUCH REFERENCE IN EFFECT AS OF THE LATEST DATE OF THE CONTRACT DOCUMENTS. ALL WORK SHOULD COMPLY WITH THE REQUIREMENTS, POLICIES, AND PROCEDURES OF THE OWNER.
- DRAWINGS ARE TO BE ISSUED TO THE SUBCONTRACTORS IN COMPLETE SETS SO THAT THE FULL EXTENT OF WORK IS SHOWN AND COORDINATION OF WORK IS MADE POSSIBLE.
- ALL WORK SHALL BE OF THE HIGHEST QUALITY FOLLOWING THE CONTRACT DOCUMENTS, PROJECT SPECIFICATIONS, MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS, AND THE BEST ACCEPTED TRADE PRACTICES AND STANDARDS.
- DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPES OF THE DETAIL REQUIRED FOR WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO THOSE DETAILED.
- EACH CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL WORK WHICH DIFFERS FROM CONTRACT DOCUMENTS SO THAT ACCURATE RECORD DRAWINGS AND SPECIFICATIONS CAN BE KEPT AND PROVIDED TO THE OWNER AT PROJECT CLOSE OUT.
- EACH CONTRACTOR SHALL VISIT THE SITE AND BE KNOWLEDGEABLE OF CONDITIONS THEREOF, FAILURE TO EXAMINE THE SITE AND DETERMINE EXISTING CONDITIONS OR NATURE OF NEW CONSTRUCTION, OR NATURE AND EXTEND THE WORK TO BE PERFORMED BY OTHER TRADES WILL NOT BE CONSIDERED A BASIS FOR GRANTING OF ADDITIONAL COMPENSATION.
- THE CONTRACTOR SHALL INVESTIGATE, VERIFY AND BE RESPONSIBLE FOR ALL REQUIREMENTS OF THE PROJECT AND SHALL NOTIFY THE ARCHITECT OF ANY CONDITIONS CONTRARY TO THE CONSTRUCTIONS DOCUMENTS THAT REQUIRE MODIFICATION BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING SITE ELEMENTS FROM DAMAGE DUE TO THE CONSTRUCTIONS OPERATIONS, AND REPAIR OR REPLACE ANY ELEMENTS DAMAGED DURING THE PROJECT.
- ANY UTILITY SHUT-OFFS AS REQUIRED BY THE CONTRACTOR FOR COMPLETION OF THEIR WORK SUCH AS ELECTRICAL, GAS, METER, SEWER, ETC. MUST BE SCHEDULE WITH THE OWNER PRIOR TO COMMENCING WORK.
- DO NOT SCALE THE DRAWINGS, DIMENSIONS SHALL GOVERN, LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE. WHERE A DISCREPANCY MAY EXIST BETWEEN DRAWINGS AND SPECIFICATIONS, THE MORE RESTRICTIVE THE MORE RESTRICTIVE OR EXPENSIVE REQUIREMENTS SHALL GOVERN.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSION ON SITE, AND SHALL NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES, OMISSIONS AND / OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
- ALL PARTITIONS ARE DIMENSIONED TO THE FACE, UNLESS NOTED OTHERWISE. WHERE SPECIFIC DIMENSIONS, DETAILS AND / OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY THE ARCHITECT IN WRITING BEFORE PROCEEDING WITH ANY WORK IN QUESTION.
- DOOR OPENINGS THAT ARE NOT DIMENSIONALLY LOCATED ARE TO BE CENTERED BETWEEN WALLS OR POSITIONED WITH ONE JAM CASING TRIM AGAINST AN ADJACENT WALL OR COLUMN AS SHOWN IN THE PLANS AND / OR DETAILS.
- REFER TO THE SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND ADDITIONAL CONSULTANTS DRAWINGS FOR FULL COORDINATION OF WORK.
- THE GENERAL CONTRACTOR SHALL COORDINATE ADDITIONAL SUPPORT OR CONCEALED BLOCKING FOR INSTALLATION OF HAND RAILS, MILLWORK, WINDOW TREATMENTS, WALL PANELS, GRAB BARS, AND ALL OTHER SURFACE MOUNTED COMPONENTS.
- THE CONTRACTOR SHALL COORDINATE ADDITIONAL AND VERIFY THE EXACT SIZE AND LOCATION OF ALL FLOOR PENETRATIONS AND OPENINGS IN WALLS AND CEILINGS WITH EACH OF THE RESPECTIVE MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION DRAWINGS, ALL PARTITIONS SHALL ADEQUATELY BRACED AND OPENINGS REINFORCED. SUBMIT COORDINATED DRAWING OF ALL PENETRATIONS FOR REVIEW.
- GENERAL CONTRACTOR TO COORDINATE ALL LIGHTING FIXTURES, ELECTRICAL DEVICES, AND DUCT WORK LAYOUT, AND SHALL IDENTIFY ALL POTENTIAL CONFLICTS INVOLVING ELEMENTS WITH IN THE CEILING CAVITY. ANY VARIATIONS OR CONFLICTS WITH CEILING HEIGHT SHOWN SHALL BE REVIEWED WITH THE ARCHITECT PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN ADVANCE OF ANY MEP /FP DEVICES REQUIRED AS PART OF THE SPECIFIED SYSTEM WHICH ARE TO BE MOUNTED IN FINISH SPACES AND ARE NOT LOCATED IN THE ARCHITECTURAL DRAWINGS. THE ARCHITECT WILL DETERMINE THE MOUNTING LOCATION, HEIGHT AND DETAIL FOR ATTACHMENT.
- FIELD-VERIFICATION OF EXISTING CONDITIONS RELATED TO SPECIFIC PORTIONS OF THE WORK SHALL BE UNDERTAKEN IN ADVANCE TO ALLOW FOR THE TIMELY IDENTIFICATION OF EXISTING CONDITIONS THAT MAY AFFECT THE SCHEDULED INSTALLATION OF NEW WORK AS DESIGN AND DETAIL, AND TO AVOID UNDUE AND UNREASONABLE DELAYS TO THE PROJECTS SHOULD THOSE CONDITIONS BE DISCOVERED. TIMELY IDENTIFICATIONS OF SUCH CONDITIONS SHALL PROVIDE FOR A MINIMUM PERIOD OF TEN (10) WORKING DAYS DURING WHICH TIME THE ARCHITECT WILL EVALUATE THE CONDITIONS AND MAKE RECOMMENDATIONS FOR ACCOMMODATING THE NEW WORK.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ASSIST THE ARCHITECT IN MAKING THEIR EVALUATIONS AND RECOMMENDATIONS BY PROVIDING IN A TIMELY MANNER, IN NO ADDITIONAL COST TO THE OWNER, ACCURATE AND COMPLETE DRAWINGS, SKETCHES, AND PHOTOGRAPHS SUFFICIENT TO CLEARLY DESCRIBE DISCREPANCIES, CONFLICTS, CONCEALED OR OTHERWISE UN-ANTICIPATED EXISTING CONDITIONS AFFECTING NEW CONSTRUCTION.
- THE CONTRACTOR SHALL FURTHER ASSIST THE ARCHITECT BY PROVIDING IN A TIMELY MANNER PREPARED SOLUTIONS TO UNANTICIPATED EXISTING CONDITIONS.
- THE ARCHITECT HAS ENDEAVOR TO IDENTIFY AS COMPLETELY AS POSSIBLE IN THE DRAWINGS AND SPECIFICATIONS EXISTING ITEMS OF EQUIPMENT AND CONSTRUCTION THAT ARE REQUIRED TO BE REMOVED OR OTHERWISE DEMOLISHED SO AS TO ALLOW THE EXECUTION OF NEW WORK.
- CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ANY UNFINISHED WALL AREAS THAT MAY BE EXPOSED AS A RESULT OF ADJUSTING FINISHED CEILING HEIGHTS. THE CONTRACTOR IS RESPONSIBLE FOR FINISHING THESE AREAS TO MATCH EXISTING ADJACENT FINISH AREAS AND FIRE-RATED ASSEMBLIES.
- IT IS THE RESPONSIBLE OF THE CONTRACTOR TO IDENTIFY POINTS OF ACCESS TO THE BUILDING AND TO VERIFY MINIMUM CLEARANCES AVAILABLE FOR USE IN TRANSPORTING NECESSARY CONSTRUCTION MACHINERY, EQUIPMENT, MATERIALS, AND COMPONENTS INTO THE BUILDING. USE OF SUCH POINT OF ACCESS SHALL BE APPROVED BY THE OWNER.
- HE CONTRACTOR SHALL DETERMINE WITH HIS PROFESSIONAL ENGINEER THAT THE MEANS AND METHODS ALL TEMPORARY MEASURES REQUIRED DURING ALL PHASES OF WORK AND COORDINATE WITH THE CAPACITY OF THE EXISTING BUILDING STRUCTURE.
- MAINTAIN AT THE JOB SITE ONE COPY OF ALL DRAWINGS, SPECIFICATIONS, APPROVED SHOP DRAWINGS, FIELD ORDERS, AND OTHER CONTRACT MODIFICATIONS, AND OTHER APPROVED DOCUMENTS SUBMITTED BY THE CONTRACTOR IN COMPLIANCE WITH VARIOUS SECTIONS OF THE SPECIFICATIONS.
- EACH OF THESE CONTRACTOR'S PROJECT RECORD DOCUMENTS SHALL BE CLEARLY MARKED "PROJECT RECORD COPY" MAINTAINED IN GOOD CONDITION, AVAILABLE ALL TIMES FOR OBSERVATION BY THE ARCHITECT, AND NOT USED FOR CONSTRUCTION PURPOSES.
- MARKED ON THE MOST APPROPRIATE DOCUMENTS TO SHOW SIGNIFICANT CHANGES MADE DURING THE CONSTRUCTION PROCESS, AND SIGNIFICANT DETAIL NOT SHOWN IN THE ORIGINAL CONTRACT DOCUMENTS. THE INFORMATION GIVEN SHALL INCLUDE, BUT NOT LIMITED TO:
- UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE THE OWNER COMPLETE DOCUMENTS MARKED "PROJECT RECORD DOCUMENTS" SHOWING CHANGES TO BE ORIGINAL DOCUMENTS AS PER SPECIFICATIONS.
- ALL CONDUIT, PIPING, DUCTWORK, AND MECHANICAL SYSTEM SHALL BE INSTALLED WITH IN OR TIGHT TO THE UNDERSIDE OF STRUCTURE WHERE FEASIBLE.

- PRODUCT REQUIREMENTS (SCOPE OF WORK) - ALL MATERIALS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S WRITTEN SPECIFICATIONS OR MATERIAL'S INSTITUTE STANDARDS. WHERE THE MANUFACTURER'S RECOMMENDED DETAILS ARE USED, THE MANUFACTURER SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF THEIR PRODUCT. ALL ITEMS NOT SPECIFICALLY MENTIONED THAT ARE REQUIRED TO MAKE THE WORK COMPLETE AND OPERATIONAL SHALL BE INCLUDED.
- INSTALLATION AND STORAGE - ALL MATERIALS, SUPPLIES AND EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PER APPLICABLE CODES AND REQUIREMENTS. MATERIAL STORED ON SITE SHALL BE PROTECTED FROM DAMAGE BY MOISTURE, WIND, SUN, ABUSE OR ANY OTHER HARMFUL AFFECTS.
- EXECUTION REQUIREMENTS - THE EXECUTION OF ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THESE SPECIFICATIONS AND MANUFACTURER'S WRITTEN SPECIFICATIONS OR MATERIAL'S INSTITUTE STANDARDS. WHERE THE MANUFACTURER'S RECOMMENDED DETAILS ARE USED, THE MANUFACTURER SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF THEIR PRODUCT. ALL WORK NOT SPECIFICALLY MENTIONED THAT IS REQUIRED TO MAKE THE WORK COMPLETE AND OPERATIONAL SHALL BE INCLUDED.
- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL BUILDING CODES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE COMPLIANCE WITH SAID CODES AND MODIFY THE SPECIFICATIONS AS NEEDED TO COMPLY WITH SUCH CODES.
- MEASUREMENTS - THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS.
- GENERAL - CONTRACTOR SHALL REVIEW CONSTRUCTION DOCUMENTS AND PROVIDE LABOR AND MATERIALS PERTAINING TO CONCRETE AS REQUIRED IN SAID DOCUMENTS AND AS SPECIFIED HEREIN, WHILE COMPLYING WITH ALL APPLICABLE BUILDING CODES.

SYMBOLS

	ELEVATION TAG
	SECTION TAG
	CALLOUT TAG
	SPOT ELEVATION
	NORTH ARROW
	DOOR TAG
	WINDOW TAG
	WALL TAG
	EXISTING WALL
	DEMOLISHED WALL
	NEW WALL
	DIMENSION

ABBREVIATIONS

A/C	AIR CONDITION	IN	INCHES
AB	ANCHOR BOLT	INFO	INFORMATION
ACT	ACOUSTICAL CEILING TILE	INSUL	INSULATION
ADDTL	ADDITIONAL	INT	INTERIOR
AFF	ABOVE FINISHED FLOOR	JST	JOIST
AGGR	AGGREGATE	KIT	KITCHEN
AGL	ANGLE	LAV	LAVATORY
ALUM	ALUMINUM	LB	POUNDS
AP	ACCESS PANEL	LGTH	LENGTH
APPROX	APPROXIMATE	LL	LIVE LOAD
ARCH	ARCHITECTURAL	LOC	LOCATION
ASPH	ASPHALT	LT	LIGHT
BD	BOARD	LTG	LIGHTING
BLDG	BUILDING	LVL	LAMINATED VENEER LUMBER
BLKG	BLOCKING	MAS	MASONRY
BM	BEAM	MATL	MATERIAL
BOTT	BOTTOM	MAX	MAXIMUM
BRK	BRICK	MIN	MINIMUM
CAB	CABINET	MISC	MISCELLANEOUS
CD	CEILING DIFFUSER	MO	MASONRY OPENING
CIP	CAST-IN-PLACE	MTD	MOUNTED
CLG	CEILING	N	NORTH
CMU	CONCRETE MASONRY UNIT	NIC	NOT IN CONTRACT
COL	COLUMN	NL	NATURAL LIGHT
CONC	CONCRETE	NTS	NOT TO SCALE
COND	CONDITION	NV	NATURAL VENTILATION
CONST	CONSTRUCTION	OC	ON CENTER
CONT	CONTINUATION	OPG	OPENING
CPT	CARPET	PART	PARTITION
CR	CEILING REGISTER	PLBG	PLUMBING
CT	CERAMIC TILE	PLYWD	PLYWOOD
CW	COLD WATER	PNL	PANEL
DEMO	DEMOLISH, DEMOLITION	PSI	POUNDS PER SQUARE INCH
DIM	DIMENSION	PVC	POLYVINYL CHLORIDE
DL	DEAD LOAD	QTY	QUANTITY
DR	DOOR	R	RISER
DS	DOWNSPOUT	REINF	REINFORCEMENT
DTL	DETAIL	REM	REMOVED
DWG	DRAWING	REQD	REQUIRED
EA	EACH	REV	REVISION
ELEC	ELECTRICAL	RM	ROOM
ENCL	ENCLOSURE	S	SOUTH
EQ	EQUAL	SCHED	SCHEDULE
EQUIP	EQUIPMENT	SIM	SIMILAR
EXH	EXHAUST	SL	SLOPE
EXIST	EXISTING	SR	SUPPLY REGISTER
EXT	EXTERIOR	SS	STAINLESS STEEL
FB	FACE BRICK	STD	STANDARD
FD	FLOOR DIFFUSER	STL	STL
FD	FLOOR DRAIN	STOR	STORAGE
FDN	FOUNDATION	STRUCT	STRUCTURAL
FF	FINISHED FLOOR	T/CLG	TOP OF CEILING
FIX	FIXTURE	T/CON	TOP OF CONCRETE
FLASH	FLASHING	T/GRADE	TOP OF GRADE
FLR	FLOOR	T/STL	TOP OF STEEL
FTG	FOOTING	TW	TOP OF WALL
FUR	FURNACE	THK	THICKNESS
FURR	FURRING	TYP	TYPICAL
FUT	FUTURE	UL	UNDERWRITERS LABORATORY
GA	GAUGE	UNON	UNLESS NOTES OTHERWISE
GALV	GALVANIZED	V	VINYL
GL	GLASS	VIF	VERIFY IN FIELD
GR	GRADE	W	WALL
GRD	GROUND	WI	WITH
GUTT	CUTTER	W/O	WITHOUT
GYP	GYPSON	WC	WATER CLOSET
HGT	HEIGHT	WD	WALL DIFFUSER
HR	HOUR	WDW	WINDOW
HVAC	HEATING VENTILATION AIR CONDITION	WF	WIDE FLANGE
HW	HOT WATER	WH	WATER HEATER
ID	INSIDE DIAMETER	WS	WASTE STACK, WATERSTOP
		YD	YARD

CITY APPROVAL STAMP:

PUB 72 FIRST FLOOR ADDITION

THIRD FLOOR ADDITION TO AN EXISTING TWO STORY BRICK BUILDING

THOMAS R. TRIER
32 E. HIGGINS RD
GILBERTS, IL 60136

No.	Description	Date
1	ISSUED FOR PERMIT	01/23/23

STAMP:

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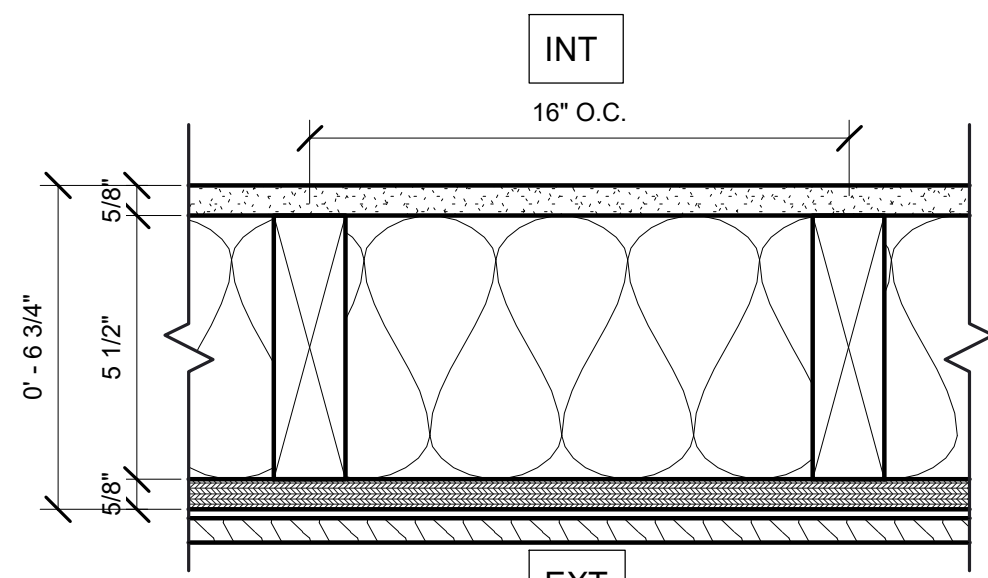
G.001	COVER SHEET
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A.101	EXISTING FIRST FLOOR DEMO AND PROPOSED FOUNDATION PLANS
A.102	PROPOSED 1ST FLOOR AND ROOF PLANS
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A.202	BUILDING ELEVATIONS
A.400	TYPICAL DETAILS
H.100	HVAC FLOOR PLANS
E.101	1ST FLOOR ELECTRICAL PLAN

SHEET TITLE:

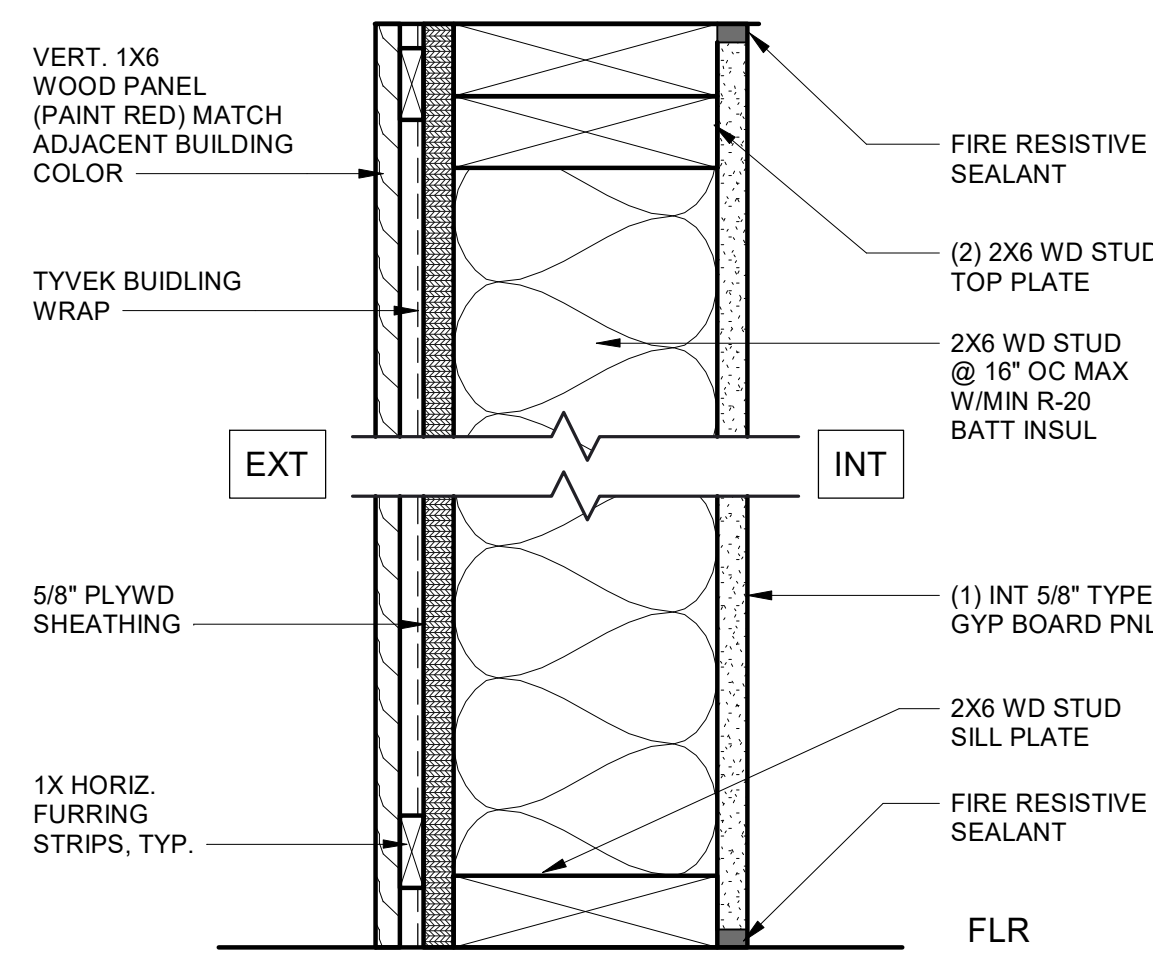
GEN. NOTES & SYMBOLS

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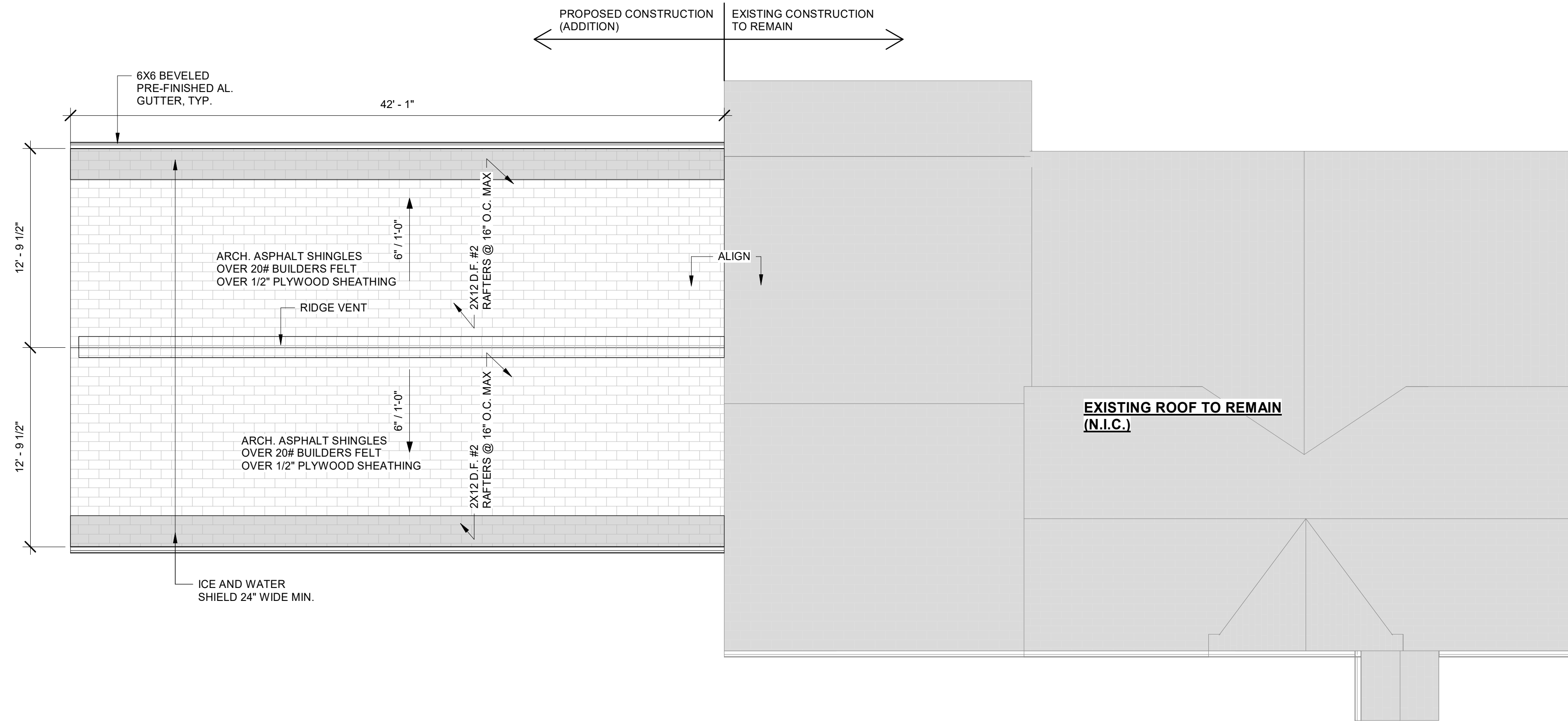
G.002



PLAN VIEW



SECTION VIEW



T/ROOF

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

EW.1 EXT WOOD VERTICAL SIDING

SCALE: 3" = 1'-0"

WALL LEGEND

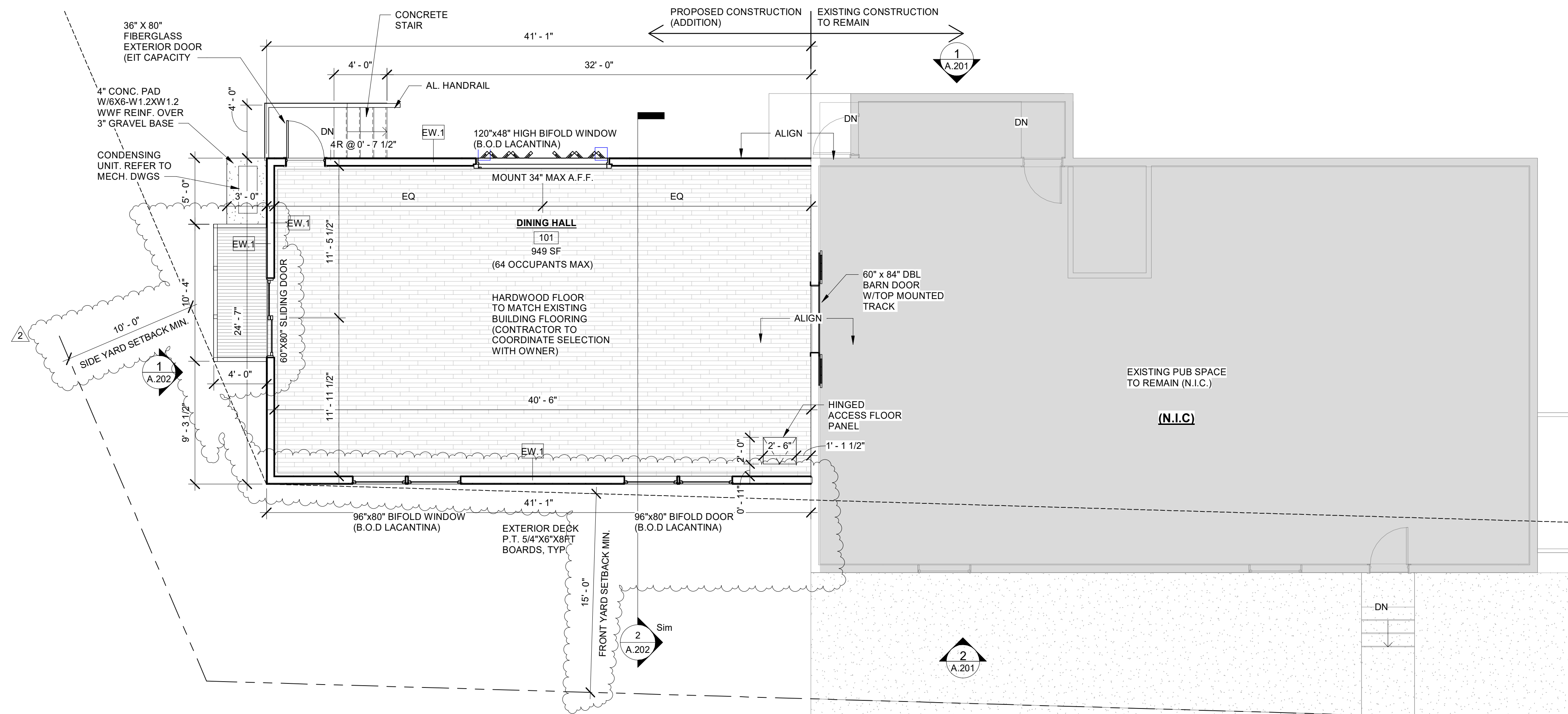
	EXISTING WALL (TO REMAIN)
	DEMOLISHED WALL
	NEW WALL (REFER TO SHEET A0.00 FOR PARTITION TYPES).

- GENERAL NOTES:**
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO EXECUTING ANY WORK. ANY DEVIATIONS FROM THOSE SHOWN ON THE DRAWINGS SHALL IMMEDIATELY NOTIFY THE OWNER AND ARCHITECT.
 - ALL EXTERIOR WALLS SHALL BE 2X6 WITH R-20 FIBERGLASS INSULATION WITHIN THE CAVITY. U.N.O.
 - ALL WOOD SHALL BE DOUGLAS FIR LARCH #2 U.N.O.
 - CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR ALL FINISHES PRIOR TO ORDERING.
 - ALL BIFOLD DOOR SHALL BE FROM LACANTINA OR APPROVED EQUAL.
 - ROOF SHALL BE A CLASS A ROOF ASSEMBLY.
 - ALL INTERIOR FINISHES SHALL BE CLASS A.
 - EGRESS DOORS SHALL HAVE PANIC HARDWARE.

CITY APPROVAL STAMP:

PUB 72 FIRST FLOOR ADDITION
FIRST FLOOR ADDITION TO EXISTING PUB AND GRILL

THOMAS R. TRIER
32 E. HIGGINS RD
GILBERTS, IL 60136



1 PROPOSED 1ST FLOOR PLAN

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

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2	REVISION 1	02/13/23

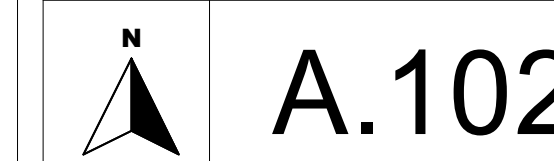
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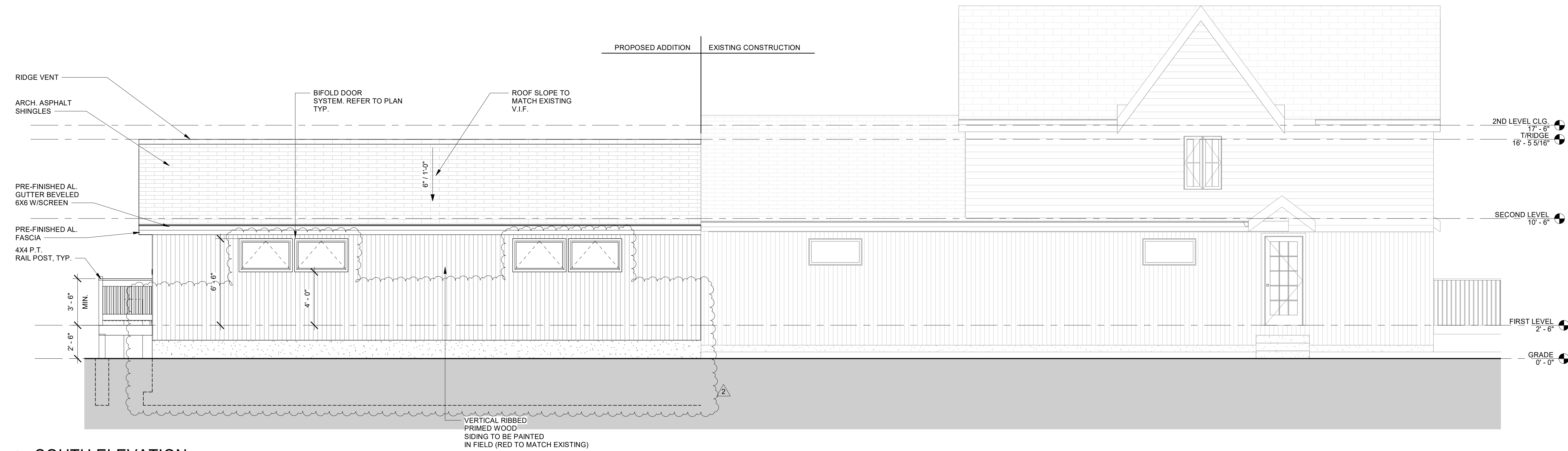
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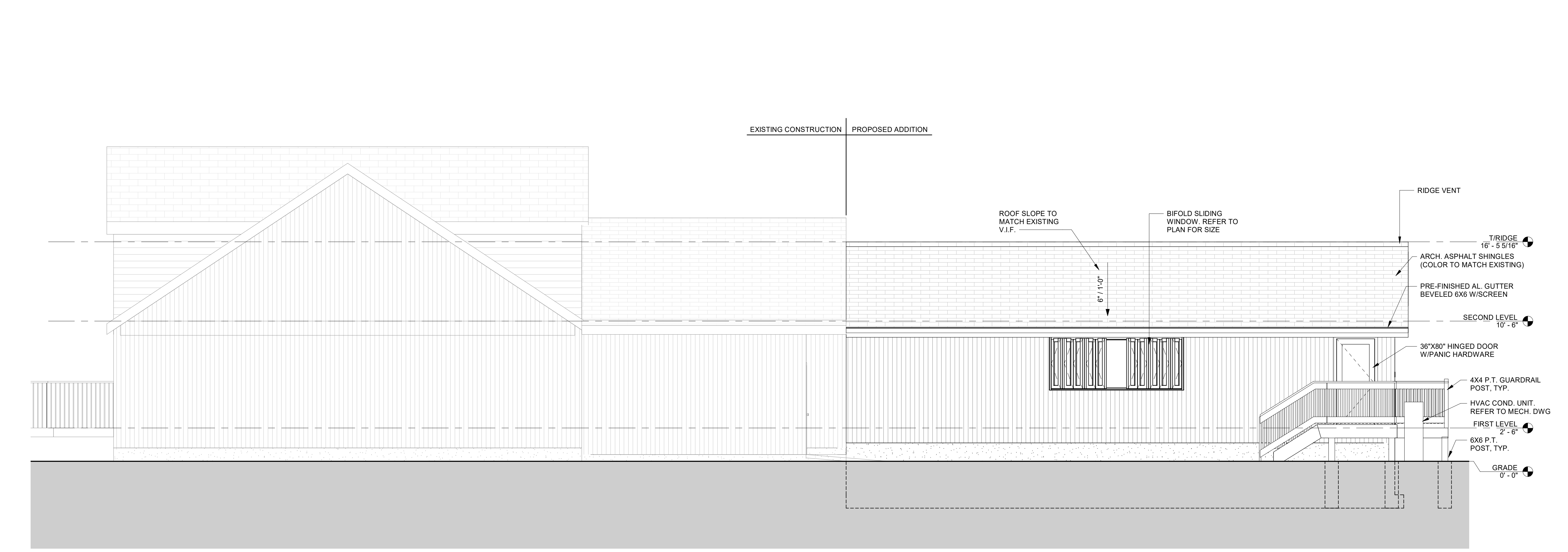
SHEET TITLE:
PROPOSED 1ST FLOOR AND ROOF PLANS

SCALE: As indicated
DATE: 01/23/23





2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

PUB 72 FIRST FLOOR ADDITION
FIRST FLOOR ADDITION TO EXISTING PUB AND GRILL

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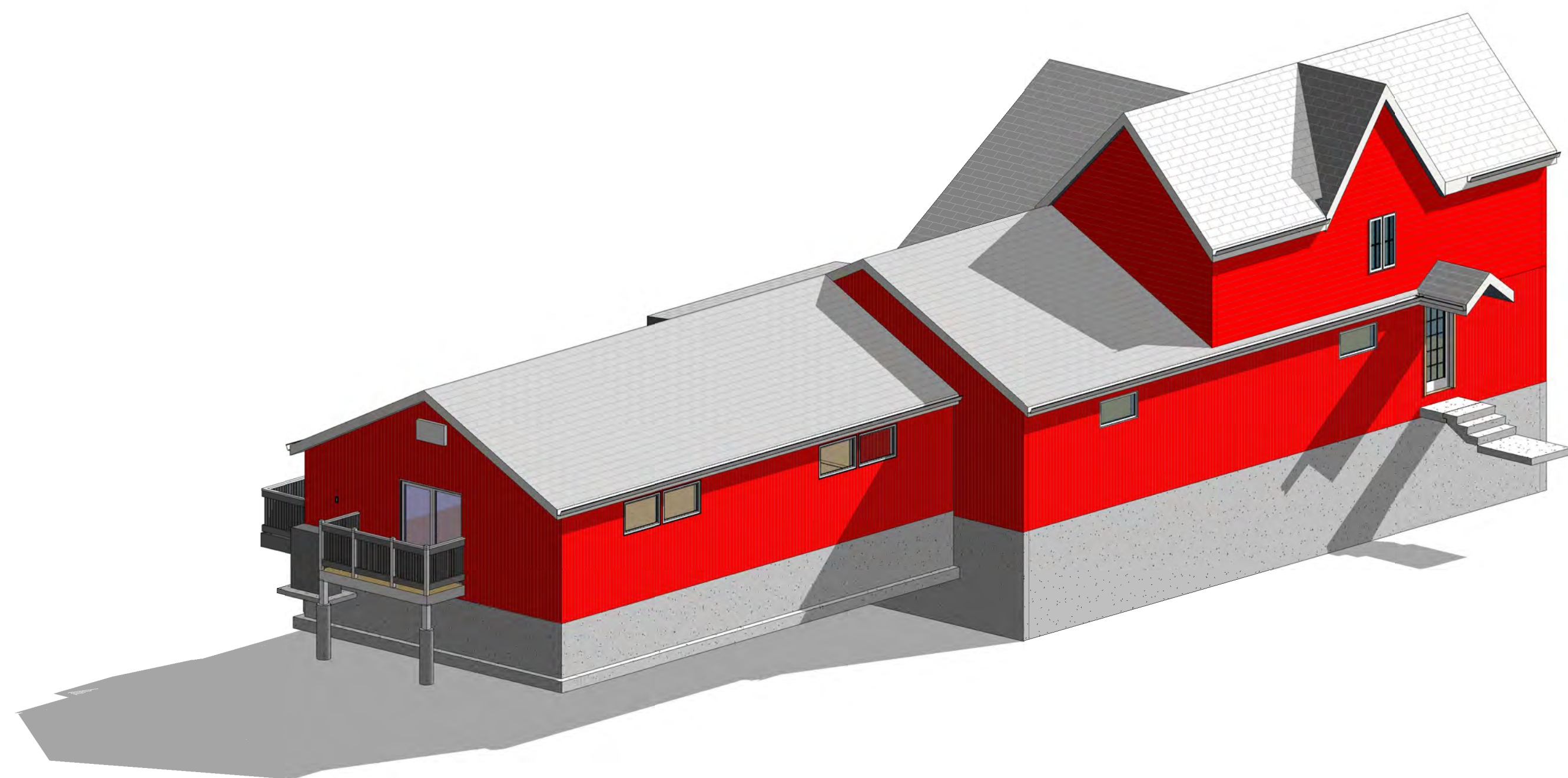
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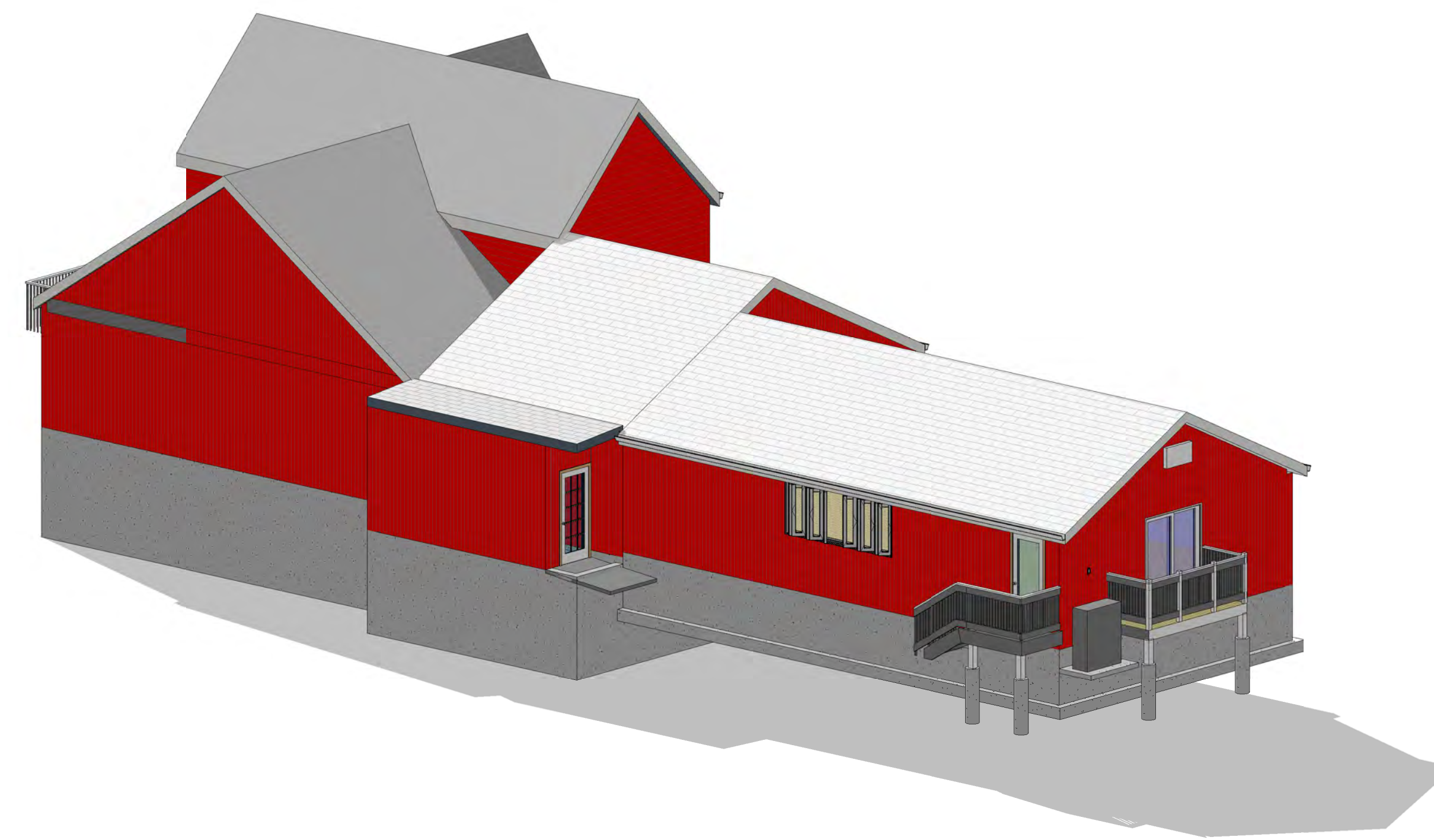
SHEET TITLE:
BUIDING ELEVATIONS

SCALE: 1/4" = 1'-0"
DATE: 01/23/23

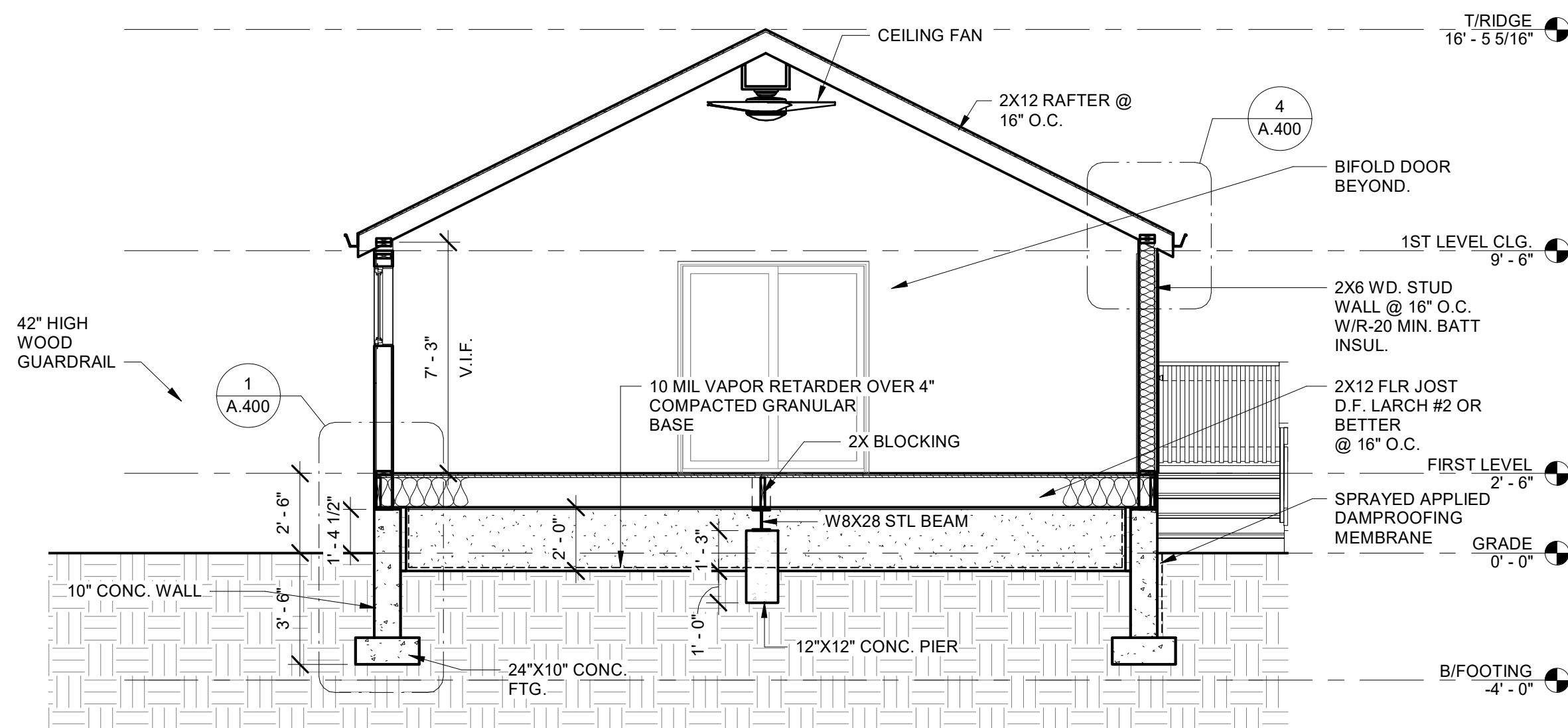
A.201



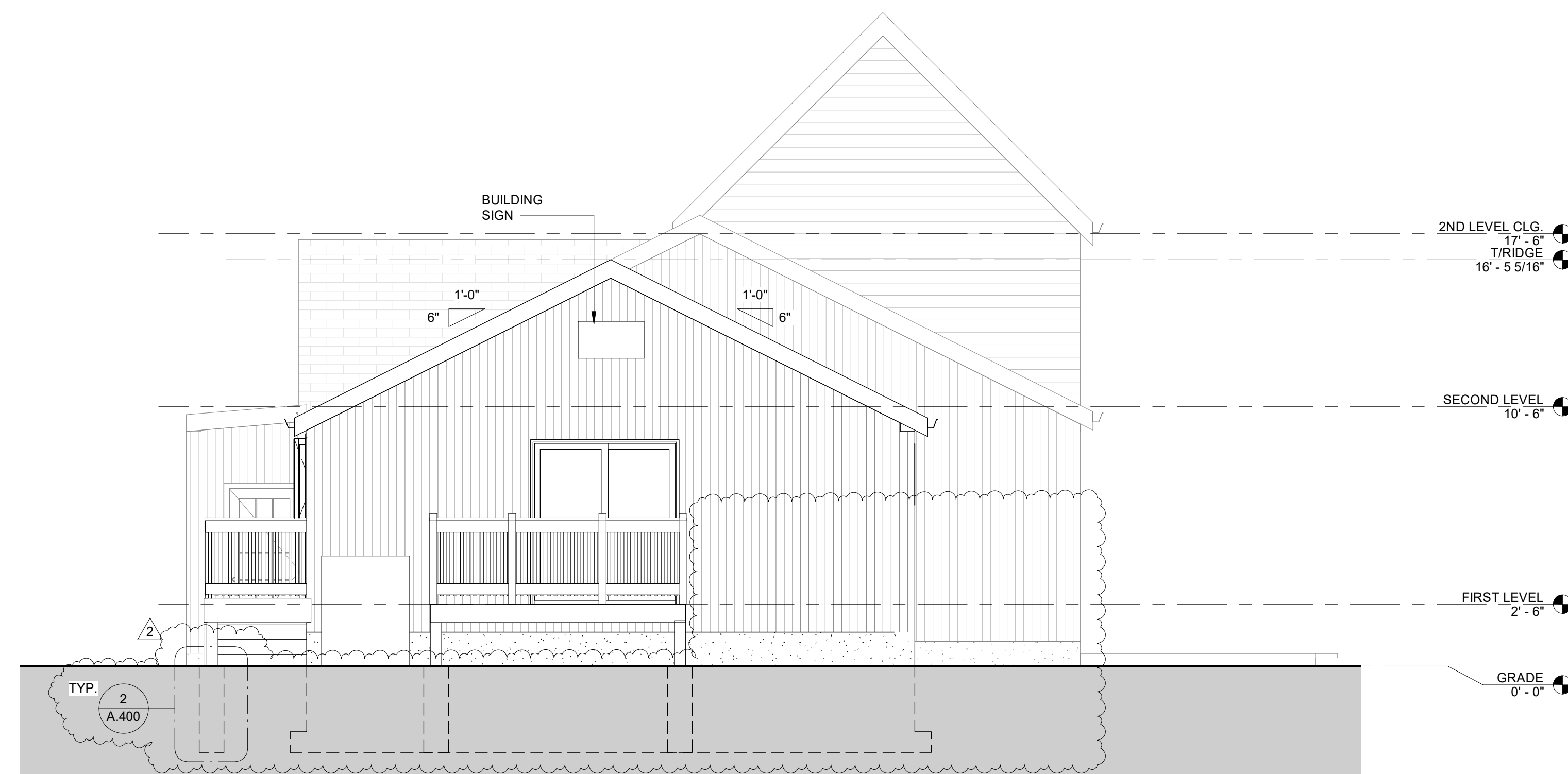
3 SOUTHWEST CORNER VIEW
SCALE:



4 NORTHWEST CORNER VIEW
SCALE:



2 ADDITION CROSS-SECTION
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"

PUB 72 FIRST FLOOR ADDITION
FIRST FLOOR ADDITION TO EXISTING PUB AND GRILL

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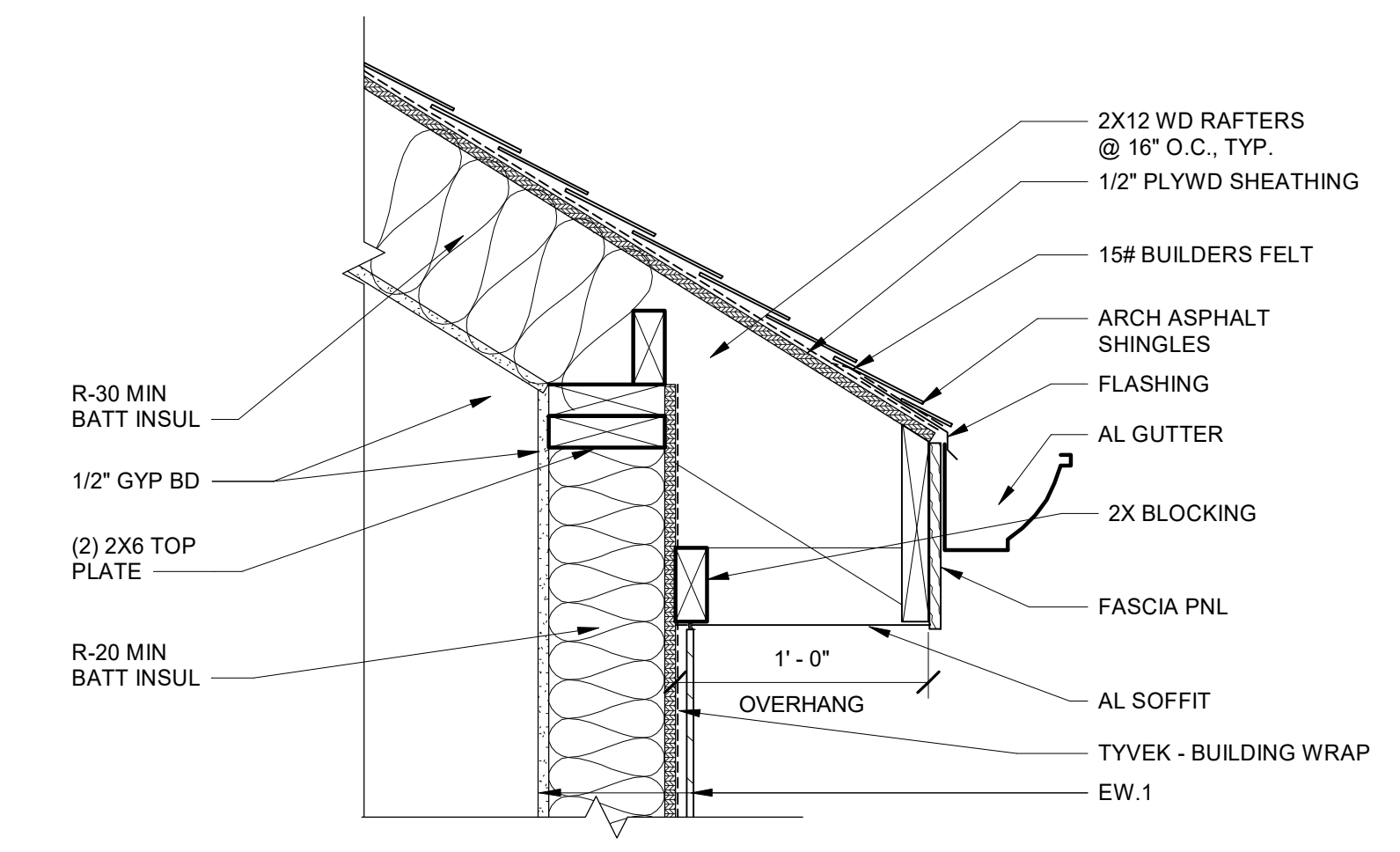
SHEET TITLE:
BUILDING ELEVATIONS

SCALE: 1/4" = 1'-0"
DATE: 01/23/23

A.202

PUB 72 FIRST FLOOR ADDITION

THOMAS R. TRIER
32 E. HIGGINS RD
GILBERTS, IL 60136



4 ROOF EAVE DETAIL
A.202 SCALE: 1 1/2" = 1'-0"

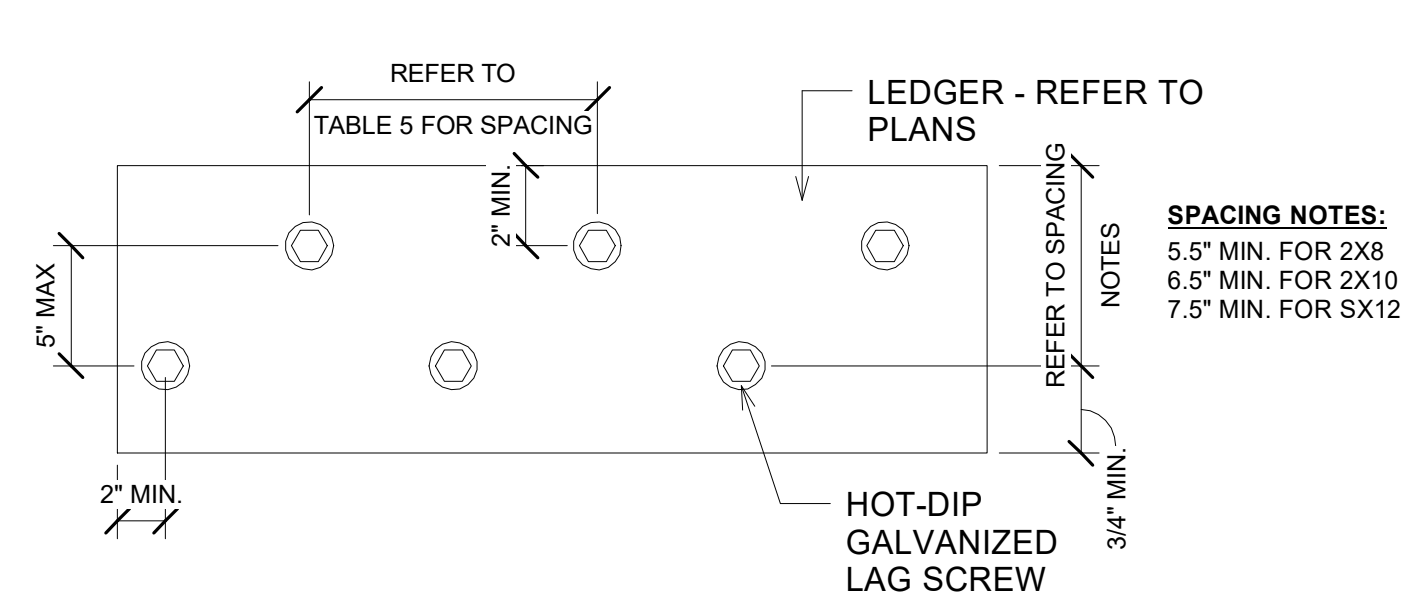
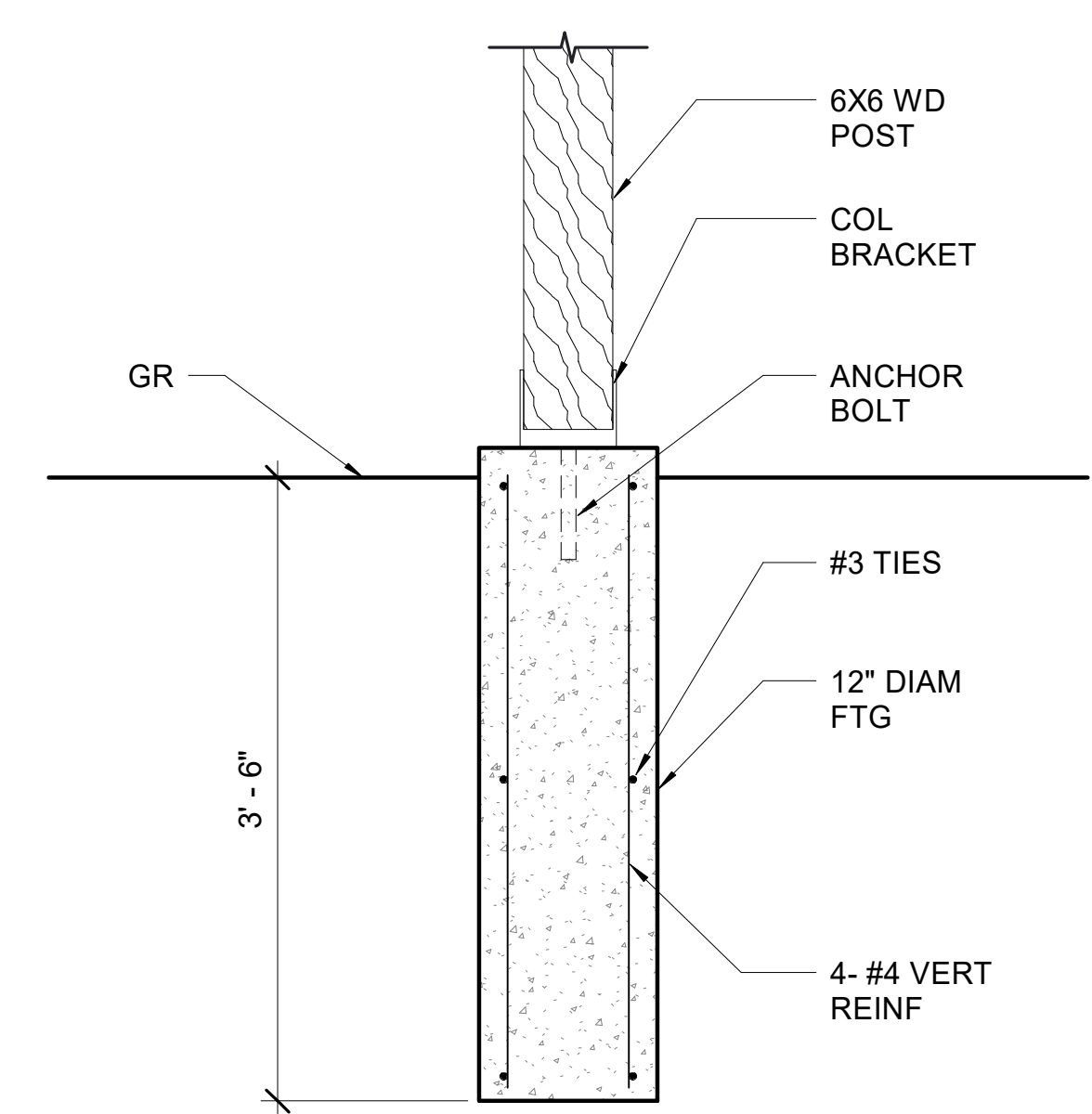


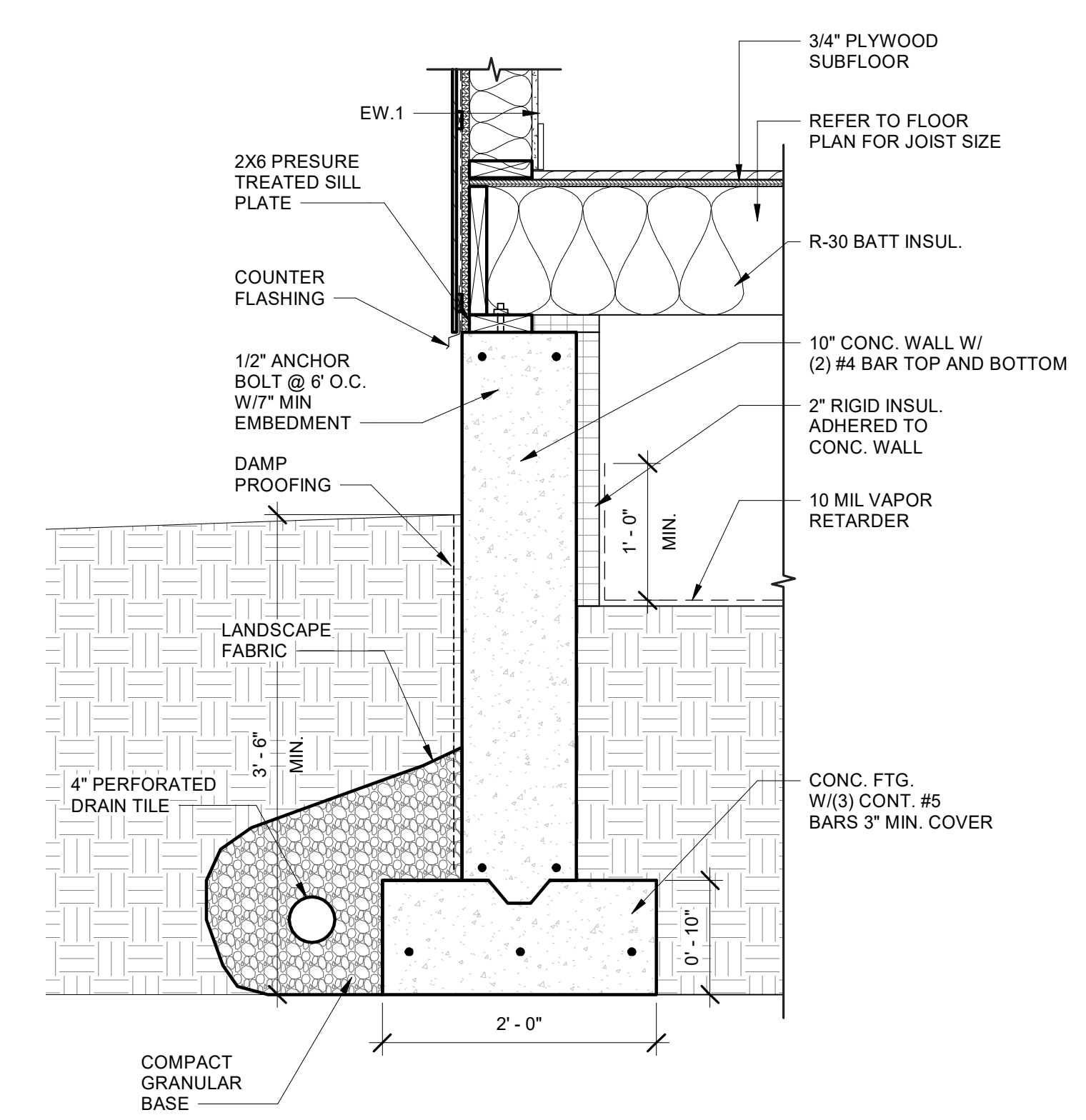
Table 5. Fastener Spacing for a Southern Pine, Douglas Fir-Larch, or Hem-Fir Deck Ledger or Band or Rim Joist and a 2-inch Nominal Solid-Sawn Spruce-Pine-Fir Band Joist or LVL Rim Joist.^{3,4,5,6,8}
(Deck Live Load = 40 psf, Deck Dead Load = 10 psf)

Connection Details	Rim Joist or Band Joist	Joist Span						
		6'-0" and less	6'-1" to 8'-0"	8'-1" to 10'-0"	10'-1" to 12'-0"	12'-1" to 14'-0"	14'-1" to 16'-0"	16'-1" to 18'-0"
1/2" diameter lag screw with 1/2" maximum sheathing	1" LVL 1-1/2" Lumber	24" 28"	18" 21"	14" 16"	12" 14"	10" 12"	9" 10"	8" 9"
1/2" diameter bolt with 1/2" maximum sheathing	1" LVL 1-1/2" Lumber	24" 28"	18" 21"	14" 16"	12" 14"	10" 12"	9" 10"	8" 9"
1/2" diameter bolt with 1/2" maximum sheathing and 1/2" stacked washers	1-1/2" Lumber	36"	36"	29"	24"	21"	18"	16"

3 LEDGER CONNECTION DETAIL
A.101 SCALE: 1 1/2" = 1'-0"



2 CYLINDRICAL POST FOUNDATION DETAIL
A.202 SCALE: 1" = 1'-0"



1 FOUNDATION DETAIL
A.101 SCALE: 1" = 1'-0"

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SHEET TITLE:
TYPICAL DETAILS

SCALE: As indicated
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A.400

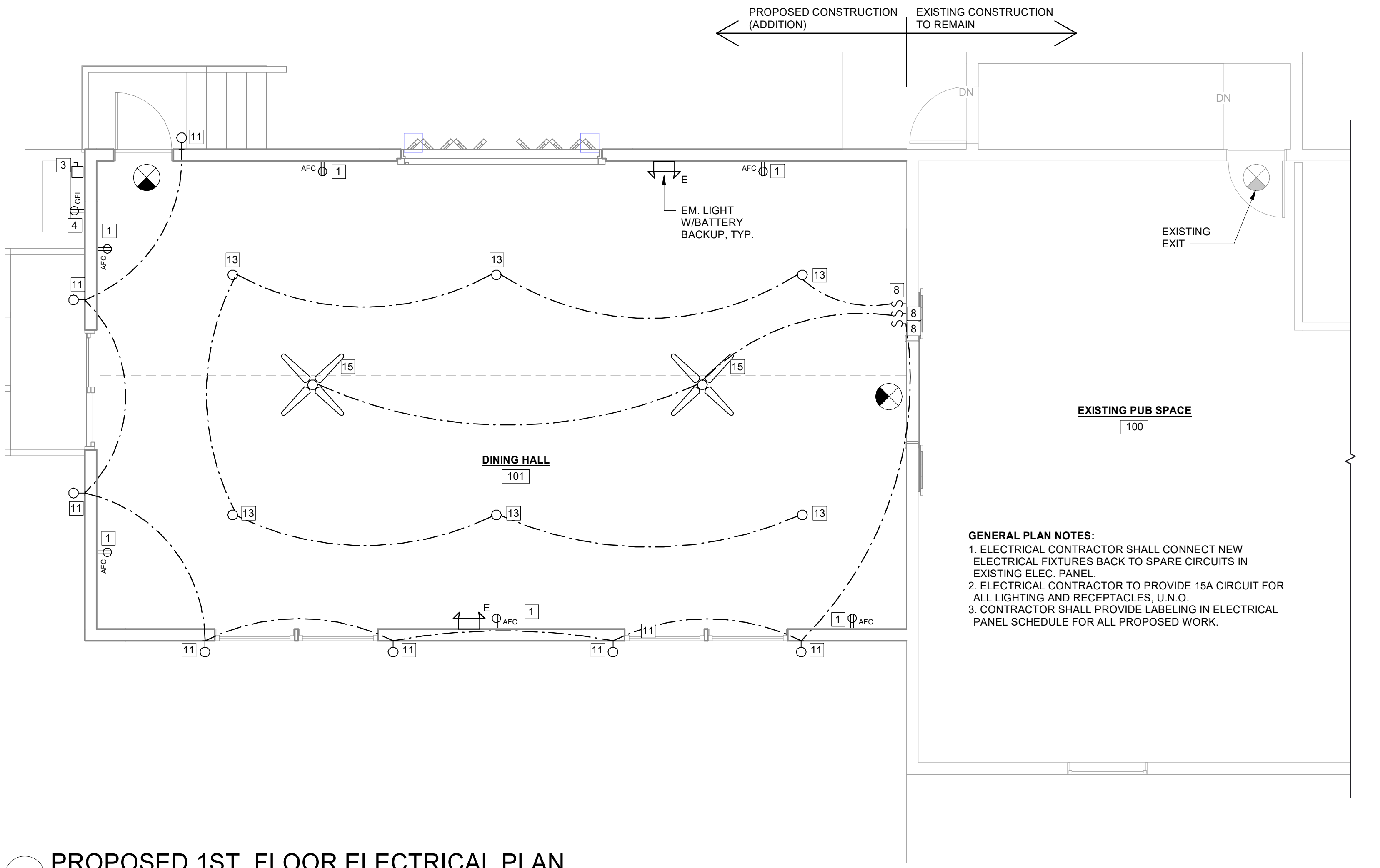
- ELECTRICAL NOTES:**
2002 ELECTRICAL CODE
 ALL ELECTRICAL WORK SHALL CONFORM TO THE FOLLOWING CODES AND ORDINANCES OF THE VILLAGE OF GILBERTS ILLINOIS:
 NATIONAL ELECTRICAL CODE NEC 2002, NFPA 70
 GENERAL ELECTRICAL NOTES
 SCOPE
 ALL WORK TO BE COMPLETED UNDER THIS PHASE IS SUBJECT TO THE DESIGNFIRST CONSTRUCTION CONTRACT SPECIFICATIONS.
- ALL ELECTRICAL WORK SHALL BE IN COMPLIANCE WITH ALL THE NATIONAL, STATE AND LOCAL CODES, ORDINANCES AND HEALTH REGULATIONS SPECIFICALLY THE CHICAGO BUILDING CODE (WITH AMENDMENTS).
 - ELECTRICAL CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH THE CONTRACT DOCUMENTS AND SHALL VERIFY EXISTING CONDITIONS AT THE JOB SITE BEFORE SUBMITTING BID. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY. NO EXTRA COST WILL BE AUTHORIZED FOR FAILURE TO VERIFY ANY EXISTING CONDITIONS PRIOR TO BID.
 - ENTIRE INSTALLATION SHALL BE PERFORMED IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEMS SHALL BE FULLY OPERATIONAL; ACCEPTANCE BY THE OWNER SHALL BE A CONDITION OF THE CONTRACT. START, ADJUST, AND CHECK PROPER OPERATION OF ALL SPECIFIED EQUIPMENT UNDER THIS CONTRACT. IN THE BID INCLUDE THE COST OF 1 YEAR WARRANTY SERVICE FOR ALL EQUIPMENT FROM DATE OF FINAL ACCEPTANCE OF THE WORK BY THE OWNER.
 - ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID OMISSIONS, INTERFERENCE, AND PRESERVE MAXIMUM HEADROOM. ALL WORK SHALL COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND REQUIRED INSPECTION FEES. ALL WORK SHALL MEET REQUIREMENTS OF LOCAL INSPECTION AUTHORITY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED INSPECTIONS AND APPROVALS OF HIS WORK.
 - ELECTRICAL LAYOUT IS SCHEMATIC AND WORK SHALL BE INSTALLED TO MEET FIELD CONDITIONS AND EQUIPMENT SELECTED. PROVIDE SHOP DRAWINGS AS REQUIRED AND VERIFY CORRECTNESS OF EQUIPMENT SPECIFICATIONS.
 - CONDUIT SHALL BE CONCEALED WHERE POSSIBLE; WHERE EXPOSED: RUN IN STRAIGHT LINES PARALLEL AND/OR PERPENDICULAR TO BUILDING CONSTRUCTION. CONDUITS INSTALLED IN SLAB ON GRADE, UNDERGROUND OR IN AREAS SUBJECT TO MECHANICAL DAMAGE SHALL BE RIGID GALVANIZED OR INTERMEDIATE METAL TYPE. MINIMUM CONDUIT SHALL BE 1/2" DIA.
 - RECEPTACLES AND SWITCHES SHALL COMPLY WITH LOCAL CODES. VERIFY COLORS OF DEVICES WITH THE CONSTRUCTION SUPERINTENDENT. MOUNTING HEIGHTS SHALL BE AS FOLLOWS: SWITCHES @ 48" AFF, THERMOSTAT DIALS @ 58" AFF, OUTLETS @ 18" AFF.
 - ALL MATERIALS SHALL BE NEW AND BEAR THE UL LABEL AND BE OF THE APPROPRIATE NFPA STANDARDS.
 - CONTRACTOR TO PROVIDE PROPER FIRE-PROOFING OF ALL CONDUIT PENETRATIONS OF ALL FLOOR AND CEILING PLANES.
 - IT IS INTENDED THAT THE EXISTING SYSTEM BE SHUT DOWN A MINIMUM TIME. SHUT DOWN SHALL BE COORDINATED WITH OWNER ON THE JOB SITE.

- LIGHTING REQUIREMENTS:**
- PROVIDE EXTERIOR DISCONNECT ON NEW ELECTRICAL SERVICE.
 - RECESSED LIGHTS FOR INSULATED CEILINGS TO BE TYPE FOR DIRECT CONTACT WITH INSULATION
 - ANY CEILING ELECTRIC BOX WHICH COULD BE USED FOR A CEILING FAN SHALL BE IDENTIFIED FOR CEILING FAN SUPPORT

- SMOKE AND CARBON MONOXIDE ALARMS:**
- ALL SMOKE ALARM SHALL BE HARDWIRED WITH 110 VOLTS AND INTERCONNECTED.
 - INSTALL CARBON MONOXIDE DETECTORS ALL ROOMS WHERE GAS FIRED WATER HEATERS AND FURNACES ARE LOCATED.

- RECEPTACLE REQUIREMENTS:**
- IN ALL HABITABLE SPACE RECEPTACLES SHALL BE INSTALLED SO THAT NO POINT ALONG THE FLOOR LINE IN ANY WALL SPACE IS MORE THAN 6 FEET, MEASURED HORIZONTALLY FROM AN OUTLET IN THAT SPACE.
 - RECEPTACLE REQUIREMENTS IN COUNTER TOP LOCATIONS:
 2A. WALL-COUNTER SPACE - A RECEPTACLE OUTLET SHALL BE INSTALLED AT EACH WALL COUNTER SPACE THAT IS 12 IN. OR WIDER.
 - RECEPTACLE OUTLETS SHALL BE INSTALLED SO THAT NO POINT ALONG THE WALL LINE IS MORE THAN 12FT. MEASURED HORIZONTALLY FROM RECEPTACLE
 - ALL ELECTRICAL DEVICES SHALL BE PLACED OR EQUIPPED TO PREVENT MOISTURE ACCUMULATION.
 - ALL RECEPTACLES INSIDE AREAS WITH PROXIMITY TO WET CONDITIONS OR EXTERIOR ARE TO BE GFI TYPE.

PROPOSED 1ST LEVEL - ELECTRICAL SCHEDULE			
TAG	TYPE	QTY	REMARKS
1	ARC FAULT CIRCUIT OUTLET	6	
3	DISCONNECT SWITCH	1	
4	GFI OUTLET	1	
8	SINGLE SWITCH	3	
11	WALL SCONCE	7	
13	RECESSED CAN	6	
15	CEILING FAN	2	



- GENERAL PLAN NOTES:**
- ELECTRICAL CONTRACTOR SHALL CONNECT NEW ELECTRICAL FIXTURES BACK TO SPARE CIRCUITS IN EXISTING ELEC. PANEL.
 - ELECTRICAL CONTRACTOR TO PROVIDE 15A CIRCUIT FOR ALL LIGHTING AND RECEPTACLES, U.N.O.
 - CONTRACTOR SHALL PROVIDE LABELING IN ELECTRICAL PANEL SCHEDULE FOR ALL PROPOSED WORK.

CITY APPROVAL STAMP:

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 THIRD FLOOR ADDITION TO AN EXISTING TWO STORY BRICK BUILDING

THOMAS R. TRIER
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SHEET TITLE:

1ST FLOOR ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"
 DATE: 01/23/23

1
 SCALE: 1/4" = 1'-0"
 N
E.101

1 PROPOSED 1ST FLOOR ELECTRICAL PLAN
 SCALE: 1/4" = 1'-0"

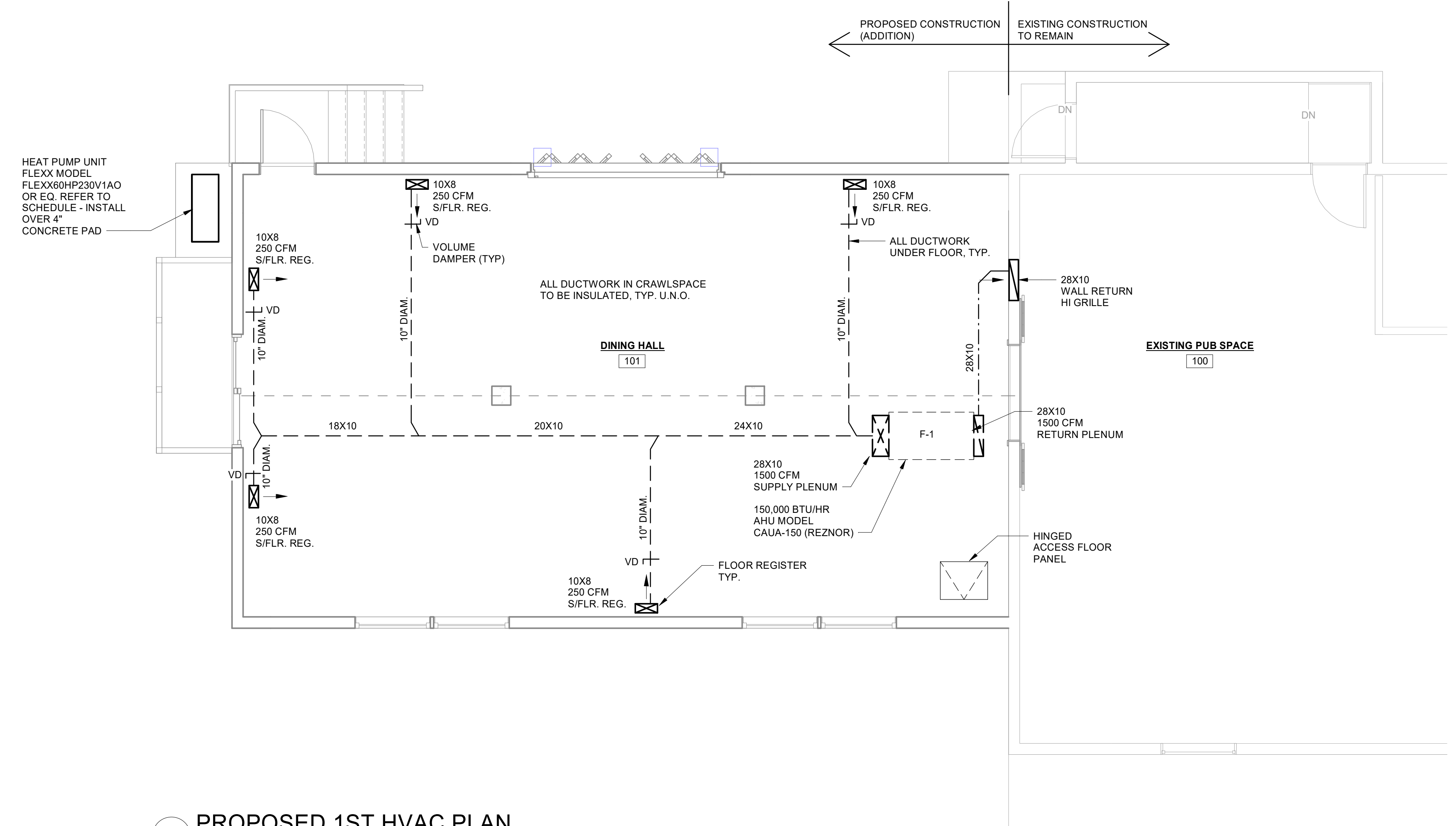
PUB 72 FIRST FLOOR ADDITION
THIRD FLOOR ADDITION TO AN EXISTING TWO STORY BRICK BUILDING

THOMAS R. TRIER
32 E. HIGGINS RD
GILBERTS, IL 60136

OUTDOOR UNIT		FLEXX60HP230V1A0	
Compressor Type		Inverter Rotary	
Compressor RLA	amps	19	
Fan Motor Output Power (2)	W	149 Ea	
Fan Motor (2)	amps	1.5 Ea	
Sound Pressure Level (Cooling / Heating)	dB(A)	58	
Unit Dimension (WxHxD)	in	39 3/8 x 53 5/8 x 14 1/2	
Package Dimension (WxHxD)	in	45 7/16 x 59 1/4 x 19 7/16	
Weight (Net / Gross)	lbs	308 / 337	
Refrigerant Charge - R410A	oz	220.5	
Coil Type (Blue Fin)		Copper Tube / Aluminum Fin	
REFRIGERANT PIPING			
Line Set Size (Liquid - Gas)	in	3/8 - 3/4	
Pre-Charge Length	ft	31	
Additional Charge	oz/ft	0.32	
Pipe Length (Min - Max)	ft	10 - 98	
Max. Pipe Elevation	ft	49	
ELECTRICAL			
Power Supply (Voltage Operating Range)		208/230V / 1Ph / 60 Hz	
Outdoor	Rated Current (Cooling / Heating)	amps	30 / 31
Unit	MCA / MOCP	amps	35 / 45
Indoor	Rated Current (Cooling / Heating)	amps	5 / 5
Unit	MCA / MOCP	amps	8 / 15
Main Power Wire Size	AWG	Size Per Local Code	
LIMITED WARRANTY 5 Year Parts, 7 Years Compressor - Residential & Commercial			

Unit Tag	Supply Fan			Cooling Type	Cooling				Fuel Type	Heating			Power			
	Supply Airflow (SCFM)	Min OA (SCFM)	ESP (in wc)		Capacity		Summer			Winter			Voltage (V/#/Hz)	FLA (A)	MCA (A)	MOP (A)
					Total (MBH)	Sensible (MBH)	EAT DB/WB (°F)	LAT DB/WB (°F)		Output Dsgn/Max (MBH)	EAT (°F)	LAT (°F)				
CAUA-150 /	2000	400	0.750	DX	55	38.5	80 / 67	55 / 54	Natural	60.0 / 120.0	50.0	77.8	230 / 1 / 60	8.49	10.61	P

2012 INTERNATIONAL MECHANICAL CODE - VENTILATION CALCULATION													
ROOM NAME	AREA (SF)	OCCUPANCY CLASS.	DEFAULT OCCUPANCY (QTY/1000 SF)	CALCULATED OCCUPANCY (PEOPLE)	Rp VENT RATE (CFM/P)	Vbzp (CFM)	Ra VENT RATE (CFM/SF)	Vbza (CFM)	Vbz BREATHING ZONE OUTDOOR AIRFLOW (CFM)	Ez ZONE AIR DISTRIBUTION EFFECTIVENESS	Voz ZONE OUTDOOR AIRFLOW (CFM)	EXHAUST RATE (CFM)	
RECEPTION AREA	949	DINING ROOMS	70	64	7.5	10	0.18	170.82	650.82	0.8	813.525		
TOTALS				64		10		170.82	650.82		813.53		



1 PROPOSED 1ST HVAC PLAN
SCALE: 1/4" = 1'-0"

No.	Description	Date
1	ISSUED FOR PERMIT	01/23/23

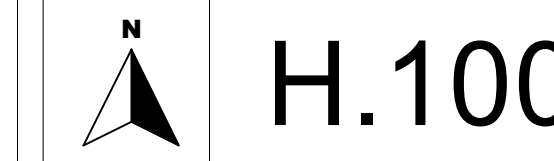
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DRAWING INDEX

G.001	COVER SHEET
G.002	GEN. NOTES & SYMBOLS
A.101	EXISTING FIRST FLOOR DEMO AND PROPOSED FOUNDATION PLANS
A.102	PROPOSED 1ST FLOOR AND ROOF PLANS
A.201	BUILDING ELEVATIONS
A.202	BUILDING ELEVATIONS
A.400	TYPICAL DETAILS
H.100	HVAC FLOOR PLANS
E.101	1ST FLOOR ELECTRICAL PLAN

SHEET TITLE:
HVAC FLOOR PLANS

SCALE: 1/4" = 1'-0"
DATE: 01/23/23



PUB 72 FIRST FLOOR ADDITION
FIRST FLOOR ADDITION TO EXISTING PUB AND GRILL

THOMAS R. TRIER
32 E. HIGGINS RD
GILBERTS, IL 60136

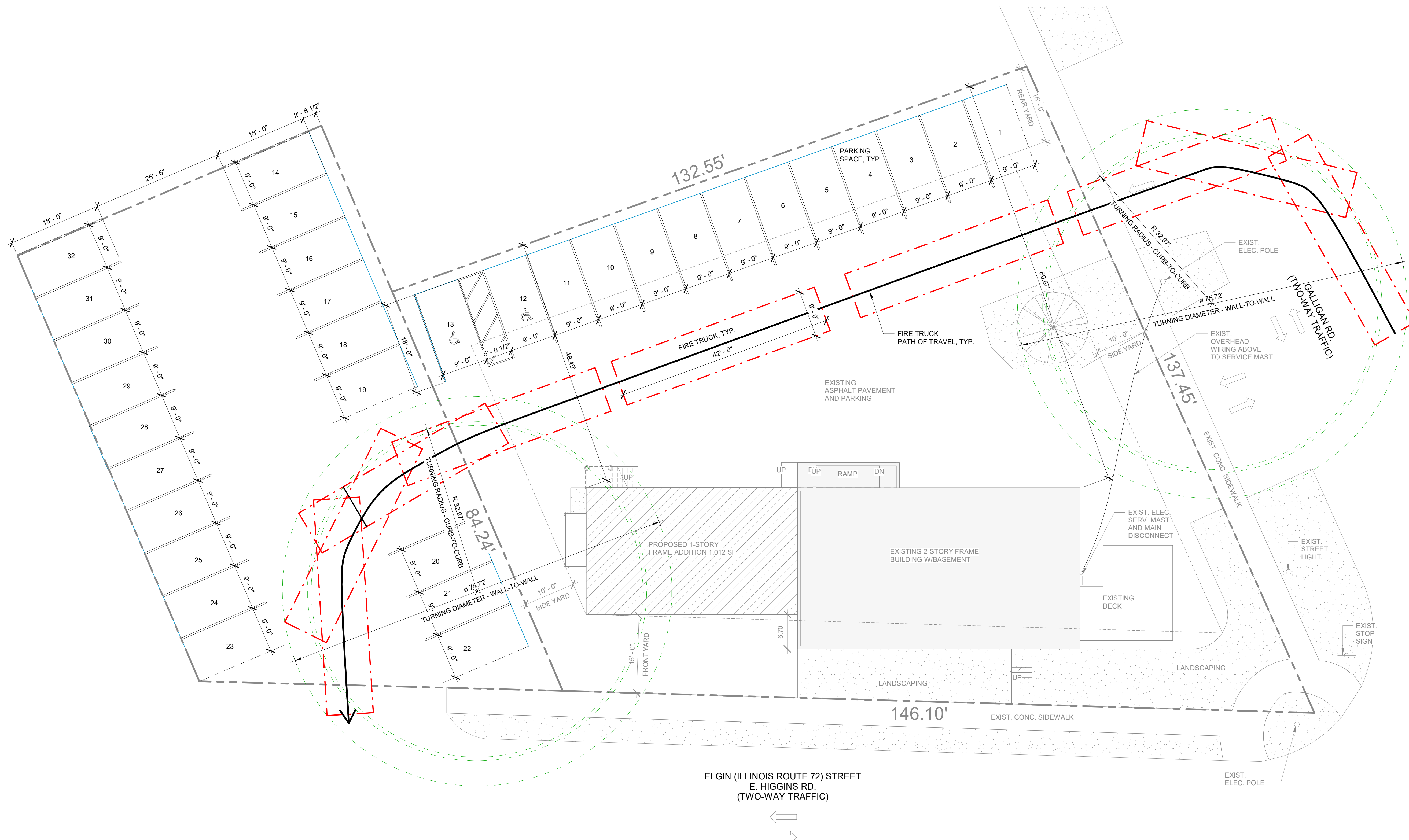
No.	Description	Date
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DRAWING INDEX

SHEET TITLE:
PROPOSED PARKING & FIRE TRUCK PATH DIAGRAM

SCALE: 1" = 10'-0"
DATE: 03/12/23



1 SITE PLAN - FIRE TRUCK PATH DIARGAM
SCALE: 1" = 10'-0"

3/12/2023 7:59:21 PM

ORDINANCE NO. 07-2023

**AN ORDINANCE APPROVING
A VARIANCE FROM THE GILBERTS UNIFIED DEVELOPMENT ORDINANCE**

(38 East Higgins Road- Pub 72)

WHEREAS, Pub 72, Inc. (“*Applicant*”), is the occupant of the property located 38 E. Higgins Road, Gilberts, Illinois, which property is more specifically described in **Exhibit A** (“*Property*”); and

WHEREAS, the current owner of the Property is the Home State Bank of Crystal Lake, as Trustee under a Trust Agreement dated October 5, 1988, and known as Trust 3523 (“*Owner*”); and

WHEREAS, the Property is zoned in the C-1 Commercial zoning district; and

WHEREAS, the Applicant currently operates a restaurant on the Property called “Pub 72 Bar & Grill” (the “*Restaurant*”); and

WHEREAS, the Applicant desires to expand the Restaurant on the Property to add an additional 1,000 square feet of net floor area; and

WHEREAS, Section 9-1(B) of the Gilberts Unified Development Ordinance (“*UDO*”) provides the required number of off-street parking spaces for specific uses; and

WHEREAS, with the expansion of the Restaurant and the corresponding increase in net floor area, the Property requires 38 off-street parking spaces under the UDO; and

WHEREAS, the Applicant, with the permission of the Owner, has filed an application for a variance from Section 9-1(B) of the UDO to reduce the required off-street parking spaces for the Property from 38 spaces to 32 spaces (“*Parking Variance*”); and

WHEREAS, the Gilberts Plan Commission/Zoning Board of Appeals held a public hearing and reviewed the Applicant’s request for the Parking Variance on April 12, 2023, and at the conclusion of the public hearing voted to recommend approval of the Parking Variance; and

WHEREAS, the Village Board makes the following findings of fact in reference to the Applicant’s request for approval of the Parking Variance for the Property:

- a. The Property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district;
- b. The extraordinary or exceptional conditions of the Property requiring the request for the variances were not caused by the Applicant;
- c. The proposed variances will alleviate a peculiar, exceptional or undue hardship, as distinguished from a mere inconvenience or pecuniary hardship;

- d. The denial of the proposed variances will deprive the Applicant of the use permitted to be made by the owners of property in the immediate area;
- e. The proposed variances will result in structures that are appropriate to and compatible with the character and scale of structures in the area in which the variances are being requested, and
- f. There is no other means other than the requested variations by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois as follows:

Section 1. **Recitals.** The recitals are incorporated into this Section 1 as if fully set forth.

Section 2. **Variance.** Subject to the conditions set forth in Section 3 of this Ordinance, the Village Board of Trustees hereby approves the following variance for the Property:

- A. A variance from Section 9-1(B) of the UDO to reduce the required number of off-street parking spaces for the Property from 38 spaces to 32 spaces.

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

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Property pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Laws.** The UDO, the Building Code, and all other applicable Village ordinances and regulations shall continue to apply to the Property, and the development and use of the Property must comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. **Compliance with Plans.** The development, maintenance, and use of the Property will be in substantial conformance with the plans attached hereto as ***Exhibit B***.

Section 4. **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 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 Ordinance.

Section 6. Effective Date. Upon its passage and approval according to law, this Ordinance shall, by authority of the Board of Trustees, be published in pamphlet form; provided, however, that this Ordinance shall be of no force or effect unless and until the Owner has executed and filed with the Village its unconditional agreement and consent, in the form attached to this Ordinance as **Exhibit C**, within 30 days following the passage of this Ordinance.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 18th day of April 2023.

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

APPROVED this 18th day of April, 2023.

(SEAL)

Guy Zambetti, Village President

ATTEST: _____
Kelly Mastera, Village Clerk

Exhibit A

Description of the Property

Common Address: *38 E. Higgins Road, Gilberts, Il 60136*

PINs: *02-24-154-004*
 02-24-154-012
 02-24-154-010

EXHIBIT B

Plans

PUB 72 FIRST FLOOR ADDITION
FIRST FLOOR ADDITION TO EXISTING PUB AND GRILL

THOMAS R. TRIER
32 E. HIGGINS RD
GILBERTS, IL 60136

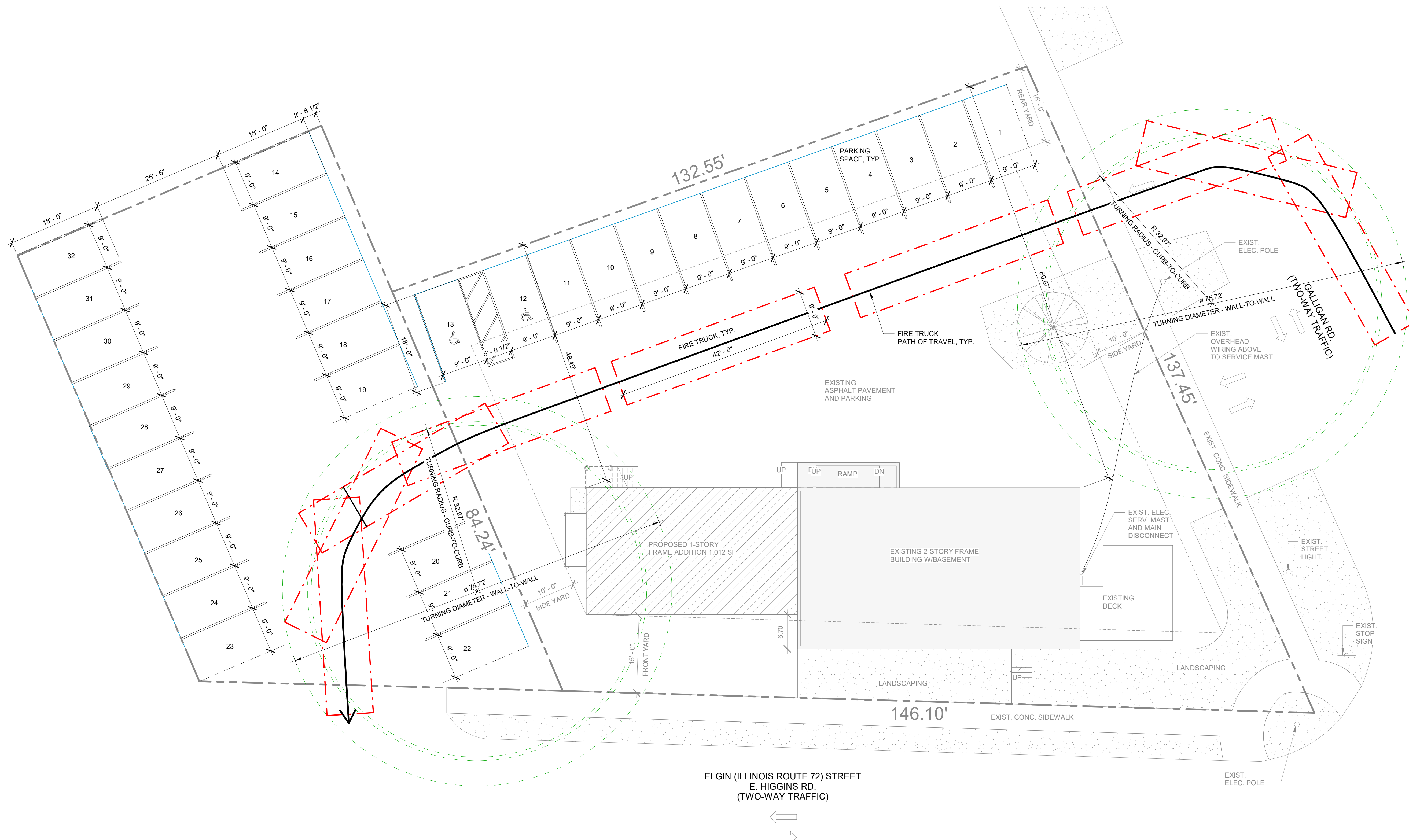
No.	Description	Date
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STAMP:

DRAWING INDEX

SHEET TITLE:
PROPOSED PARKING & FIRE TRUCK PATH DIAGRAM

SCALE: 1" = 10'-0"
DATE: 03/12/23



1 SITE PLAN - FIRE TRUCK PATH DIARGAM
SCALE: 1" = 10'-0"

3/12/2023 7:59:21 PM

EXHIBIT C

Unconditional Agreement and Consent

Pursuant to Section 6 of Ordinance No. 07-2023, and to induce the Village to grant the approvals provided for in that Ordinance, the undersigned acknowledges for itself and its successors and assigns in title to the Property that it:

- 1. has read and understand all of the terms and provisions of Ordinance No. 07-2023;
- 2. hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of this Ordinance, the UDO, and all other applicable codes, ordinances, rules, and regulations;
- 3. acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s issuance of any permits for the use of the Property, and that the Village’s issuance of any permit does not, and shall not, in any way, be deemed to insure the Applicant or Owner against damage or injury of any kind and at any time;
- 4. acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right; and
- 5. represents and acknowledges that the person signing this Unconditional Agreement and Consent is duly authorized to do so on behalf of the Applicant and Owner.

PUB 72, INC.

By: _____

Its: _____

Date: _____



Village of Gilberts

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

To: President Zambetti & Board of Trustees
From: Riley Lynch, Management Analyst
Cc: Brian Bourdeau, Village Administrator
Date: April 18, 2023 Village Board Meeting
Re: Item 6.I – An Ordinance Approving a Special Use Permit and Variances (Cruisin’ Gilberts – 11 Galligan Road) (Ordinance 08-2023)

Summary:

D.R.D Bar & Eatery, INC (Cruisin’) is requesting: (1) a special use permit to have an outdoor seating area, (2) a variance to have a wall sign up to 180 square feet in area, (3) a variance to allow a wall sign to have a background that is not the wall, (4) and a variance to allow a wall sign to go above the parapet line of the wall to which it is affixed. The Plan Commission passed a unanimous recommendation with one abstention that the special use and variances be approved as proposed.

Background:

D.R.D. Bar & Eatery, INC (“*Applicant*”) operates the restaurant Cruisin’ located at 11 Galligan Road (PIN: 02-24-155-002). The property is primarily used for the restaurant, but it also contains 2 legal non-conforming residential dwelling units on the second floor.

The Applicant is looking to install a 39’ by 17’ patio on the western portion of the building for the purposes of providing an outdoor dining area (See figure 2). This area will be accessible through the inside of the restaurant via new sliding doors that were recently installed. The patio will take up the space of 4 existing parking spaces which means there will be a total of 53 parking spaces for all uses on the property. Note that this amount of parking satisfies the Village’s parking requirements. A special use permit is required in order to operate an outdoor dining area accessory to a restaurant.



Figure 1 - GIS Snapshot of Cruisin’

Additionally, to serve alcohol and food outside to this patio area, the Applicant will be required to have a Class OS Liquor License and to comply with the restrictions as part of that license. 3-2-7(H) of the Village Code details these restrictions. A few key restrictions to keep in mind for this request are:

- Outdoor alcohol consumption may only occur within a secured area, with access to the serving area strictly controlled through the principal structure for which a valid Class A, B or F license has been issued.

- The outdoor seating area shall be enclosed by a wooden or wrought iron (or similarly appearing) fence that is at least 50 percent open and does not exceed three feet in height, unless otherwise required to comply with applicable Building or Life Safety Codes. The fence shall match the color and appearance of the principal structure.
- The outdoor seating area shall be used for seated food and beverage service only; it shall not be used for private parties or special events, nor shall it function as an enclosed beer garden where only liquor is principally served.
- Use of the outdoor seating area shall be limited to between 10:00 a.m. and 10:00 p.m.
- Use of the outdoor seating area shall comply with the noise ordinance. No outdoor music, amplified sound, live performances or other noise or vibration generating activities shall be permitted within or directed at the outdoor seating area.
- No smoking shall be permitted in the outdoor seating area, which shall be treated as an extension of the restaurant's/bar's public serving area.
- Any lighting and landscaping of the outdoor seating area shall comply with the Village's unified development ordinance unless otherwise expressly provided in a PUD, special use, variance or other zoning approval ordinance.
- All alcohol shall be dispensed from within the principal structure/establishment. No bar may be set up or operated within the outdoor seating area.

The Applicant is also looking to install a new wall sign on the southernmost wall of the building. This sign will have a total area of 180sqft and will have white lettering upon a black decorative background. A portion of the sign is intended to protrude above the roofline of the building (see exhibit 3) The Village's Unified Development Ordinance (UDO) restricts the size of wall signs on this type of commercial property to 80 square feet. The UDO also only allows wall signs with alphanumeric lettering, symboling, or logos without a background besides the wall to which the sign is affixed to. Furthermore, signs are not permitted to rise above the parapet of the wall to which the sign is affixed or 20ft, whichever is less. In order to proceed with this sign as proposed, the Applicant is pursuing variances from these provisions.



Figure 2 - Patio Design Render



Figure 3 - Wall Sign Design Render

Public Hearing & Plan Commission:

On April 12th, the Plan Commission held a public hearing to review the Applicant's zoning relief request. After the public hearing and sufficient deliberation, the Plan Commission passed a unanimous recommendation with one abstention to the Board that the special use and variances be approved as requested.

Attachments:

- Exhibit 1 – April 12th Plan Commission Packet Material – Cruisin'
- Exhibit 2 – Ordinance 08-2023 Authorizing a Special Use and Variances.



Village of Gilberts

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

To: Plan Commission
From: Riley Lynch, Management Analyst
Cc: Brian Bourdeau, Village Administrator
Date: April 12, 2023 Plan Commission Meeting
Re: Item 7 – Consideration and Recommendation to the Village Board of Trustees Regarding a Special Use Permit for Outdoor Dining and for Variances Related to a Wall Sign at Cruisin’.

Summary:

D.R.D Bar & Eatery, INC (Cruisin’) is requesting: (1) a special use permit to have an outdoor seating area, (2) a variance to have a wall sign up to 180 square feet in area, (3) a variance to allow a wall sign to have a background that is not the wall, (4) and a variance to allow a wall sign to go above the parapet line of the wall to which it is affixed.

Background:

D.R.D. Bar & Eatery, INC (“*Applicant*”) operates the restaurant Cruisin’ located at 11 Galligan Road (PIN: 02-24-155-002). The property is primarily used for the restaurant, but it also contains 2 legal non-conforming residential dwelling units on the second floor.

The property is located within a C-1 Commercial District. To the north is another commercially zoned property and beyond that are residences part of Old Town and Town Square Park. To the east is the commercial property owned by Red Barn Holdings LLC. To the south across Route 72 are I-1 industrial properties home to multiple businesses. To the west across Galligan Road is Pub 72 and more residences within the Old Town district.



Figure 1 - GIS Snapshot of Cruisin’

The Applicant is looking to install a 39’ by 17’ patio on the south western portion of the building for the purposes of providing an outdoor dining area. This area will be accessible through the inside of the restaurant via new sliding doors that were recently installed. The patio will take up the space of 4 existing parking spaces which means there will be a total of 53 parking spaces for all uses on the property.

The Applicant is also looking to install a new wall sign on the southernmost wall of the building. The sign is to be 41 feet long and about 4 feet tall for a total area of 180 square feet. The sign is to have white lettering upon a black decorative background. A portion of the sign is intended to protrude above the roofline of the building. See figure 2 and attached exhibit for more information.



Figure 2 - Patio Design Render

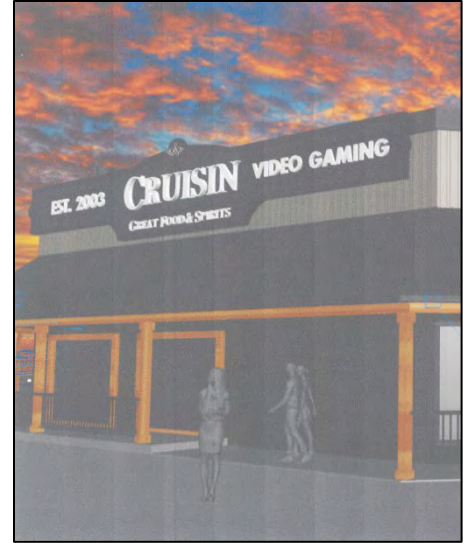


Figure 3 - Wall Sign Design Render

Special Use Permit and Variance Requests:

4-3-2(e) of the Village's Unified Development Ordinance (UDO) specifies that permanent outdoor seating areas accessory to restaurants require a special use permit in C-1 commercial districts. Therefore, the Applicant is requesting a special use permit to construct their patio and use it as an outdoor dining area. Note that to serve alcohol and food outside to this patio area, the Applicant will be required to have a Class OS Liquor License and to comply with the restrictions as part of that license. 3-2-7(H) of the Village Code details these restrictions. A few key restrictions to keep in mind for this request are:

- Outdoor alcohol consumption may only occur within a secured area, with access to the serving area strictly controlled through the principal structure for which a valid Class A, B or F license has been issued.
- The outdoor seating area shall be enclosed by a wooden or wrought iron (or similarly appearing) fence that is at least 50 percent open and does not exceed three feet in height, unless otherwise required to comply with applicable Building or Life Safety Codes. The fence shall match the color and appearance of the principal structure.
- The outdoor seating area shall be used for seated food and beverage service only; it shall not be used for private parties or special events, nor shall it function as an enclosed beer garden where only liquor is principally served.
- Use of the outdoor seating area shall be limited to between 10:00 a.m. and 10:00 p.m. daily, subject to further restriction by any applicable requirements associated with the prerequisite Class A, B or F license or liquor licenses in general.
- Use of the outdoor seating area shall comply with the noise ordinance (title 4, chapter 6 of this Code) and subsection 3-2-16A of this chapter. No outdoor music, amplified sound, live performances or other noise or vibration generating activities shall be permitted within or directed at the outdoor seating area.

- No smoking shall be permitted in the outdoor seating area, which shall be treated as an extension of the restaurant's/bar's public serving area.
- Any lighting and landscaping of the outdoor seating area shall comply with the Village's unified development ordinance unless otherwise expressly provided in a PUD, special use, variance or other zoning approval ordinance.
- All alcohol shall be dispensed from within the principal structure/establishment. No bar may be set up or operated within the outdoor seating area.

9-2(L)(1)(a) of the UDO specifies that commercial wall signs on a building with a setback less than 100 feet cannot be larger than 80 square feet in area. Additionally, the same section specifies that wall signs can only contain individual lettering or symbols without a background. Furthermore, it specifies that these wall signs cannot project higher than 20 feet or project higher than the parapet line of the wall to which the sign is attached. To install the sign as the Applicant has designed, they are seeking variances from these provisions of the UDO to allow the sign to be 180 square feet in surface area, to allow the sign to have lettering with a decorative background, and to allow the sign to slightly rise above the parapet line of the wall to which it would be affixed.

Note that even with the patio and reduction in parking spaces, the property would have enough spaces to satisfy the UDO's parking requirements for both the restaurant uses and the residential uses. Therefore, the Applicant is not seeking a variance from parking regulations.

Points for Discussion:

In considering the Applicant's request for a special use permit, the Plan Commission should review the standards for variations as outlined in Section 11-11(F) of the UDO:

Special Use Standards

- a. *The proposed special use complies with all provisions of the applicable district regulations.*
- b. *The proposed special use will not be unreasonably detrimental to the value of other property in the neighborhood in which it is to be located or to the public welfare at large.*
- c. *The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to:*
 - i. *The location, nature and height of buildings, structures, walls and fences on the site; and*

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

See Exhibit 2 for the Applicant's response to these standards

In considering the Applicant's request for variances, the Plan Commission should review the standards for variations as outlined in Section 11-10(F) of the UDO:

Standards for Variations

1. *General Standard. No variation shall be recommended or granted pursuant to this section unless the owner shall establish that carrying out the strict letter of the provisions of this code would create a particular hardship or a practical difficulty.*
2. *Supplemental Standards. In considering proposed variations to this code, the Board of Appeals will consider whether the proposed variation will:*
 - a. *Impair an adequate supply of light and air to adjacent property.*
 - b. *Unreasonable increase the congestion in public streets.*
 - c. *Increase the danger of fire or endanger the public safety.*
 - d. *Unreasonably diminish or impair established property values within the surrounding area.*
 - e. *In any other respects impair the public health, safety, or welfare of the inhabitants of the village.*
3. *Findings of Fact. Upon review of the application and information presented at the public hearing, the Board of Appeals shall consider and adopt findings of fact sustaining each of the following criteria which are consistent with the rules provided to govern determinations of the Board of Appeals as referenced by state statute.*
 - a. *The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district.*
 - b. *The extraordinary or exceptional conditions of the property requiring the request for the variance were not caused by the applicant.*

- c. *The proposed variance will alleviate a peculiar, exceptional or undue hardship, as distinguished from a mere inconvenience or pecuniary hardship.*
- d. *The denial of the proposed variance will deprive the applicant the use permitted to be made by the owners of property in the immediate area.*
- e. *The proposed variance will result in a structure that is appropriate to and compatible with the character and scale of structures in the area in which the variance is being requested.*
- f. *There is no other means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.*

Attachments:

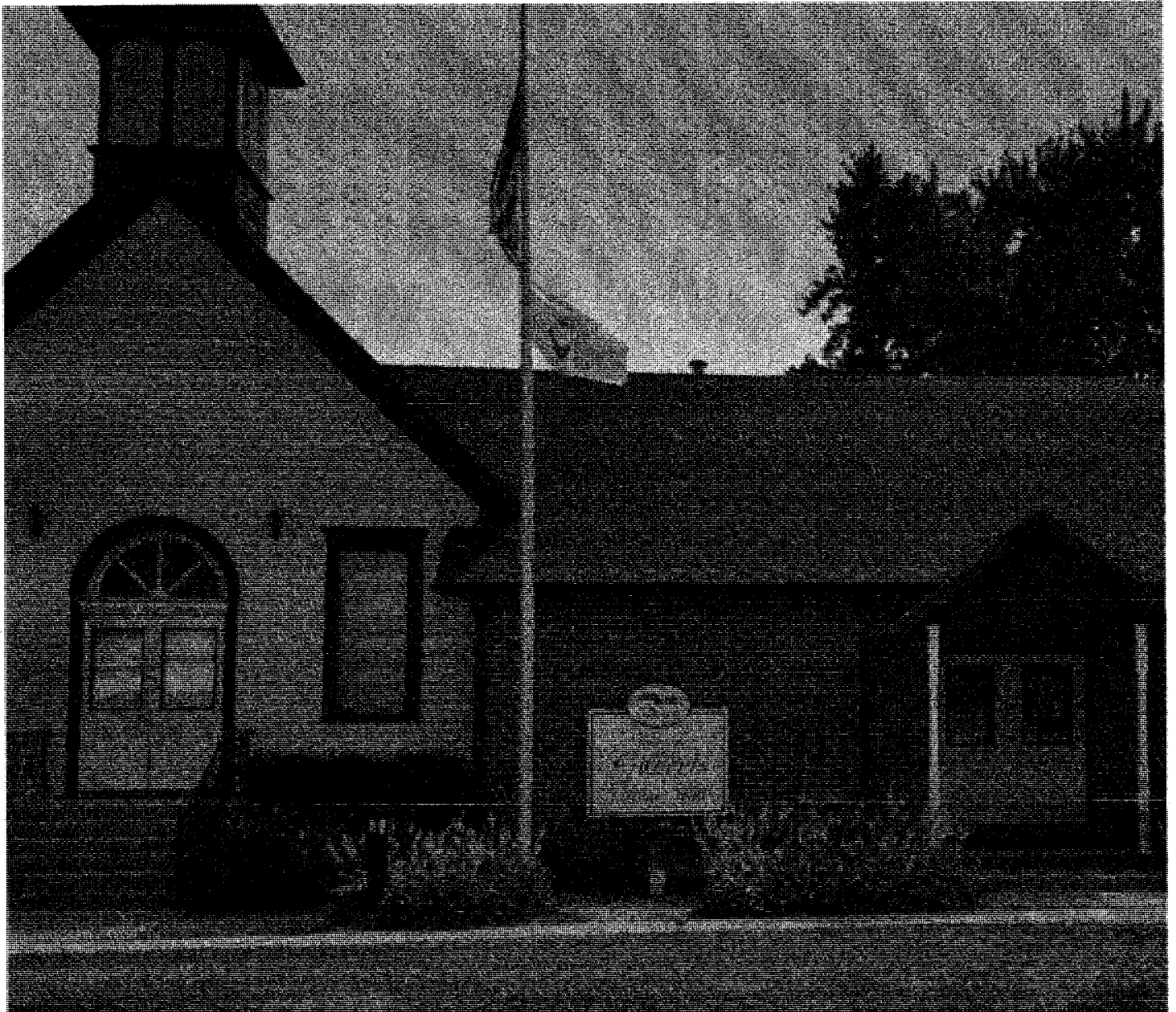
- Exhibit 1 – Notice of Public Hearing
- Exhibit 2 – Application for a Special Use & Variance
- Exhibit 3 – 11 Galligan Road Plat of Survey
- Exhibit 4 – Proposed Patio Designs
- Exhibit 5 – Proposed Wall Sign Design

**VILLAGE OF GILBERTS
PUBLIC NOTICE REGARDING A HEARING ON A SPECIAL USE PERMIT AND
VARIANCE APPLICATION**

PUBLIC NOTICE IS HEREBY GIVEN that the Gilberts Plan Commission will conduct a public hearing on Wednesday, April 12, 2023, at 7:00 p.m. at the Gilberts Village Hall, 87 Galligan Road, Gilberts, Illinois, to consider an application from D.R.D. Bar & Eatery, Inc. (“Applicant”) concerning the property located at 11 Galligan Road, Gilberts, Illinois, and identified by PIN 02-24-155-002 (“Property”). The Applicant requests approval of (1) variances from Section 9-2 of the Gilberts Unified Development Ordinance (UDO) to allow for a wall sign to exceed the height and size requirements and to include a background; and (2) approval of a special use permit for the Property to allow for the operation of a permanent outdoor seating area accessory to a restaurant, and for such other and further zoning relief as may be required.

All persons interested in the special use and variance application should attend and will be given an opportunity to provide written and oral testimony. Members of the public can also submit written comments via email at info@villageofgilberts.com. Additional information about the special use and variance application and the public hearing are available from the Village of Gilberts at (847) 428-2861. The public hearing may be continued from time to time without further public notice.

Gilberts Plan Commission
Village of Gilberts



The Village of Gilberts

APPLICATION FOR DEVELOPMENT AND ZONING APPROVALS

Last Updated: August 2021

Application for Development Approval

Please complete this section before any other part of this packet.

Development name: Cruisin' Great Food & Spirits
Address of subject property: 11 Galligan Rd, Gilbert IL 60136
Parcel identification number (P.I.N.): 02-24-155-002

I. Applicant: Robert Lange (Cruisin') D.R.D. Bar & Eatery, INC.
Address: 11 Galligan Rd.
City: Gilbert State: IL Zip code: 60136
Phone: (847) 650-2832 Email: rslange58@aol.com

II. Property Owner(s): Joe Lazar
Address: 40W495 Prairie Ct
City: Hampshire State: IL Zip code: 60140
Phone: (847) 344-2070 Email: jopay/lazar@yahoo.com

III. Primary contact: Robert Lange
Check one that best applies:
 Owner Attorney Engineer Assistant Other: _____
Phone: (847) 650-2832 Email: rslange58@aol.com

IV. Other staff
Name: _____
 Owner Attorney Engineer Assistant Other: _____
Phone: _____ Email: _____
Name: _____
Check one that best applies:
 Owner Attorney Engineer Assistant Other: _____
Phone: _____ Email: _____

V. PROPOSED DEVELOPMENT

Check all that apply and provide written responses to corresponding exhibits on a separate sheet. If unsure contact Village Hall at 847-428-2861 or info@villageofgilberts.com.

- Site Plan Review**
(Complete Exhibit 1)
- Special Use** (New or Amendment)
(Complete Exhibit 2)
- Variance Request**
(Complete Exhibit 3)
- Rezoning or Text Amendment**
(Complete Exhibit 4)
- Subdivision (Please contact Staff)**
- Zoning Appeal**
(Complete Exhibit 5)
- Zoning Interpretation**
(Complete Exhibit 6)
- Planned Unit Development**
(Complete Exhibit 7)
- Temporary Use**
(Complete Exhibit 8)
- Other** (Please Specify _____)

Acreage of property:

Description of proposal/use (use a separate sheet if necessary):

patio for outside dining
sign for business on side of building (south side) of building. upper level

VI. APPLICANT'S SIGNATURE

I, ROBERT LANGE [Applicant's Printed Name and Title], being duly sworn, declare that: i) I am duly authorized to make this Application for Development Approval on behalf of the Applicant; ii) I have read and understand this Application for Development Approval, and the Village of Gilberts UDO, available online [here](#).

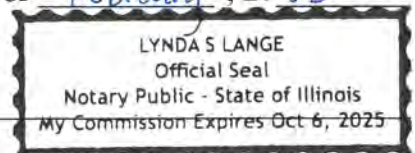
I have read, understand, and will comply by the provisions of the Village Code, found [here](#) online regarding reimbursement of the Village's costs; and iv) the above information, to the best of my knowledge, is true and accurate.


(Signature of Applicant or authorized agent)

2-5-23
(Date)

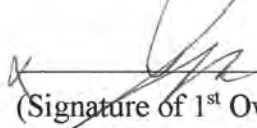
SUBSCRIBED AND SWORN TO before me this 26th day of February, 20 23


(Notary Public and Seal)



VII. OWNER'S AUTHORIZATION LETTER

I/we hereby certify that I/we am/are the owner(s) of the above-described Subject Property. I/we am/are respectfully requesting processing and approval of the request(s) referenced in this Application. I/we hereby authorize the Applicant listed on this Application to act on my/our behalf during the processing and presentation of this request(s).



(Signature of 1st Owner or authorized agent)

2/26/23

(Date)



(Signature of 2nd Owner or authorized agent)

2/26/23

(Date)

Joe Lazar

1st Owner's Printed Name and Title

Robert Lange

2nd Owner Printed Name and Title

****Please include additional pages if the Subject Property has more than two owners****

SUBSCRIBED AND SWORN TO before me this 26th day of February, 2023



(Notary Seal and Signature)



VIII. DISCLOSURE OF BENEFICIARIES

Name: D.R.D. Bar & Eatery, INC.

Address: 229 Garden Dr. Elgin IL

Nature of Benefit sought: Special Use Permit & Variance

Nature of Applicant: (please check one)

- Natural Person
- Corporation
- Land Trust/Trustee
- Trust/Trustee
- Partnership
- Joint Venture

If applicant is not an entity described above, briefly state the nature of the applicant(s):

In your answer above, if you checked box b, c, d, e or f. identify by name and address each person or entity which is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of C3Se of a joint venture, or who otherwise has a proprietary interest, interest in profits and losses or right to control such entity:

	<u>Name</u>	<u>Address</u>	<u>Interest</u>
a)	<u>Robert S. Lange</u>	<u>229 Garden Dr, Elgin IL</u>	<u>100%</u>
b)			
c)			
d)			

Name, address and capacity of person making this disclosure on behalf of the applicant:

Robert S. Lange, 229 Garden Dr, Elgin IL 60124 President

Important Note: In the event your answers above identify entities other than a natural person, additional disclosures are required for each entity.

VERIFICATION

I, Robert S. Lange being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and Sworn to before me this 26th day of February, 2023.

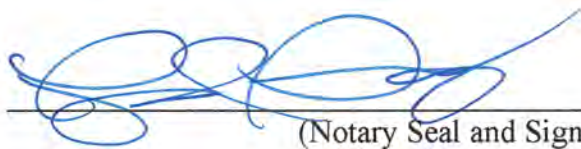

(Notary Seal and Signature)



Exhibit 2: Special Use Permit

A. Checklist of Required Submittals

- A plat of survey prepared by a registered land surveyor showing the location, boundary, and legal description of the property.
- A Site Plan in accordance with Exhibit 1 of this development packet.
- A narrative describing the proposed use.
- Additional information as required by the Village.

B.

Responses to Standards

1. **Special Use Standards (See 10-11-11-E of UDO)**

Please provide a written narrative that responds to the following standards below. Use the next page or another sheet of paper for your responses.

- (a) The proposed special use complies with all provisions of the applicable district regulations.
- (b) The proposed special use will not be unreasonably detrimental to the value of other property in the neighborhood in which it is to be located or to the public welfare at large.
- (c) The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to:
 - (1) The location, nature and height of buildings, structures, walls and fences on the site.
 - (2) The nature and extent of proposed landscaping and screening on the proposed site.
- (d) Adequate utility, drainage and other such necessary facilities have been or will be provided
- (e) The proposed special use, where such developments and uses are deemed consistent with good planning practice, can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; shall in all other respects conform to the applicable regulations of the district in which it is located; and is deemed essential or desirable to preserve and promote the public health, safety and general welfare of the Village of Gilberts.

2. **Special Standards (see 10-11-11-E-2 of UDO)**

When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district, a permit for such use in such district shall not be recommended or granted unless the owner shall establish compliance with such special standards. These may not apply depending on which district the development takes place in.

Use this page or another sheet of paper for your responses to the Special Use Standards.

a. special use complies with all provisions of applicable district regulations

b. proposed special use will not unreasonably be detrimental to the value of other property in the neighborhood

c. The location, size of the special use, nature & intensity dominate any neighborhood or inhibit access, inhibit development of neighboring property —

d. Not applicable to installation of sign or patio

e. Yes, the proposed special use can be operated in a manner that is visually compatible with permitted uses and conform to applicable regulations

Exhibit 3: Variance Requests

A. Checklist of Required Submittals

- A site plan in accordance with Exhibit 1 of this development packet.
- Additional information may be required by the Village.

B. Variance Request Details

Please provide a written narrative that responds to the following standards below. Use the next page or another sheet of paper for your responses.

1. Indicate the section(s) of the code from which a variance is requested.

UDO 9-22

2. Statement regarding the request, giving distances and dimensions where appropriate.

Installation of sign - south side of building -
upper level under roof line

3. Description of conditions and/or hardship which justify the need for a variance.

There is no signage currently on the building - people
often mistake the restaurant as a bar - we need
to identify the building to potential customers

4. Date(s) of any previous application for a variance and the result of them.

N/A

5. Additional information as required by the Village.

ALAN J. COULSON, P.C.
PROFESSIONAL LAND SURVEYORS

Plat of Survey

OF PROPERTY DESCRIBED AS:
Lots 1 and 2 in Block 11 of Rollandville, in the Village of Calhoun, Kane County, Illinois

ALTA / ACSM LAND TITLE SURVEY

SEPTIC FOR SUBJECT PROPERTY
IS ON SEAWARD LOTS 2, 4, 10,
16, 22, 28, 34, 40, 46, 52, 58, 64,
70, 76, 82, 88, 94, 100, 106, 112, 118, 124, 130, 136, 142, 148, 154, 160, 166, 172, 178, 184, 190, 196, 202, 208, 214, 220, 226, 232, 238, 244, 250, 256, 262, 268, 274, 280, 286, 292, 298, 304, 310, 316, 322, 328, 334, 340, 346, 352, 358, 364, 370, 376, 382, 388, 394, 400, 406, 412, 418, 424, 430, 436, 442, 448, 454, 460, 466, 472, 478, 484, 490, 496, 502, 508, 514, 520, 526, 532, 538, 544, 550, 556, 562, 568, 574, 580, 586, 592, 598, 604, 610, 616, 622, 628, 634, 640, 646, 652, 658, 664, 670, 676, 682, 688, 694, 700, 706, 712, 718, 724, 730, 736, 742, 748, 754, 760, 766, 772, 778, 784, 790, 796, 802, 808, 814, 820, 826, 832, 838, 844, 850, 856, 862, 868, 874, 880, 886, 892, 898, 904, 910, 916, 922, 928, 934, 940, 946, 952, 958, 964, 970, 976, 982, 988, 994, 1000



802
(UNIMPROVED) UNION STREET (w/100')

AREA OF PROPERTY
27,805.44

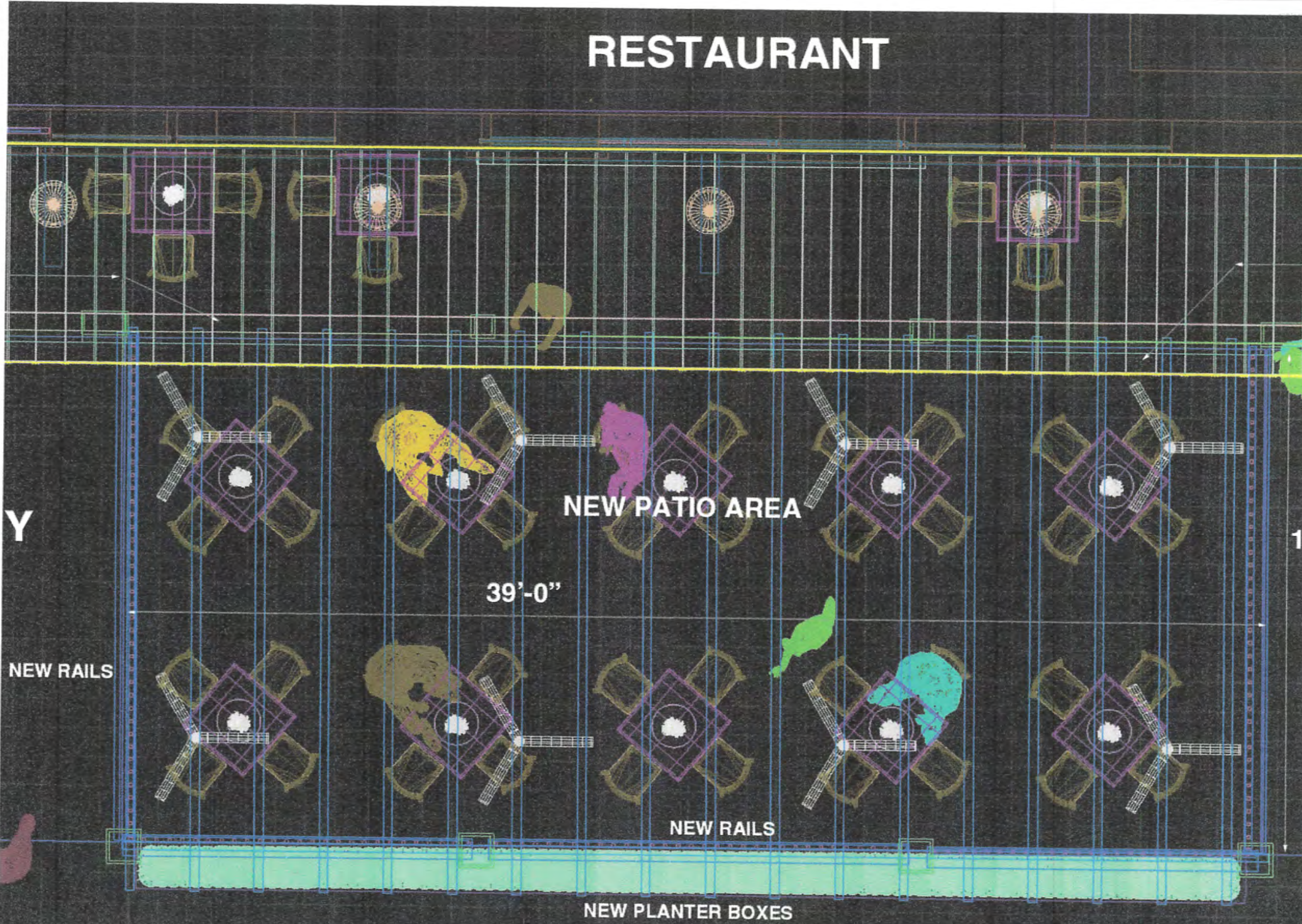
STATE ZTE 72
2010 DE 10







RESTAURANT



Y

NEW PATIO AREA

39'-0''

NEW RAILS

NEW RAILS

NEW PLANTER BOXES

OR PLAN: NEW PATIO ADDITION

RESTAURANT

SECONDARY
ENTRY

Group 057 Line 115

MAIN
ENTRY

NEW PATIO AREA

17'-0"

39'-0"

NEW CONCRETE
FLOOR TO MATCH
EXISTING CONCRETE
WALKWAY

NEW RAILS

NEW RAILS

NEW RAILS

NEW 12X12
WOOD POST SUPPORT

NEW PLANTER BOXES

WOOD BEAMS
FOR PERGOLA

FLOOR PLAN: NEW PATIO ADDITION



EST. 2003

CRUISIN

VIDEO GAMING

GREAT FOOD & SPIRITS

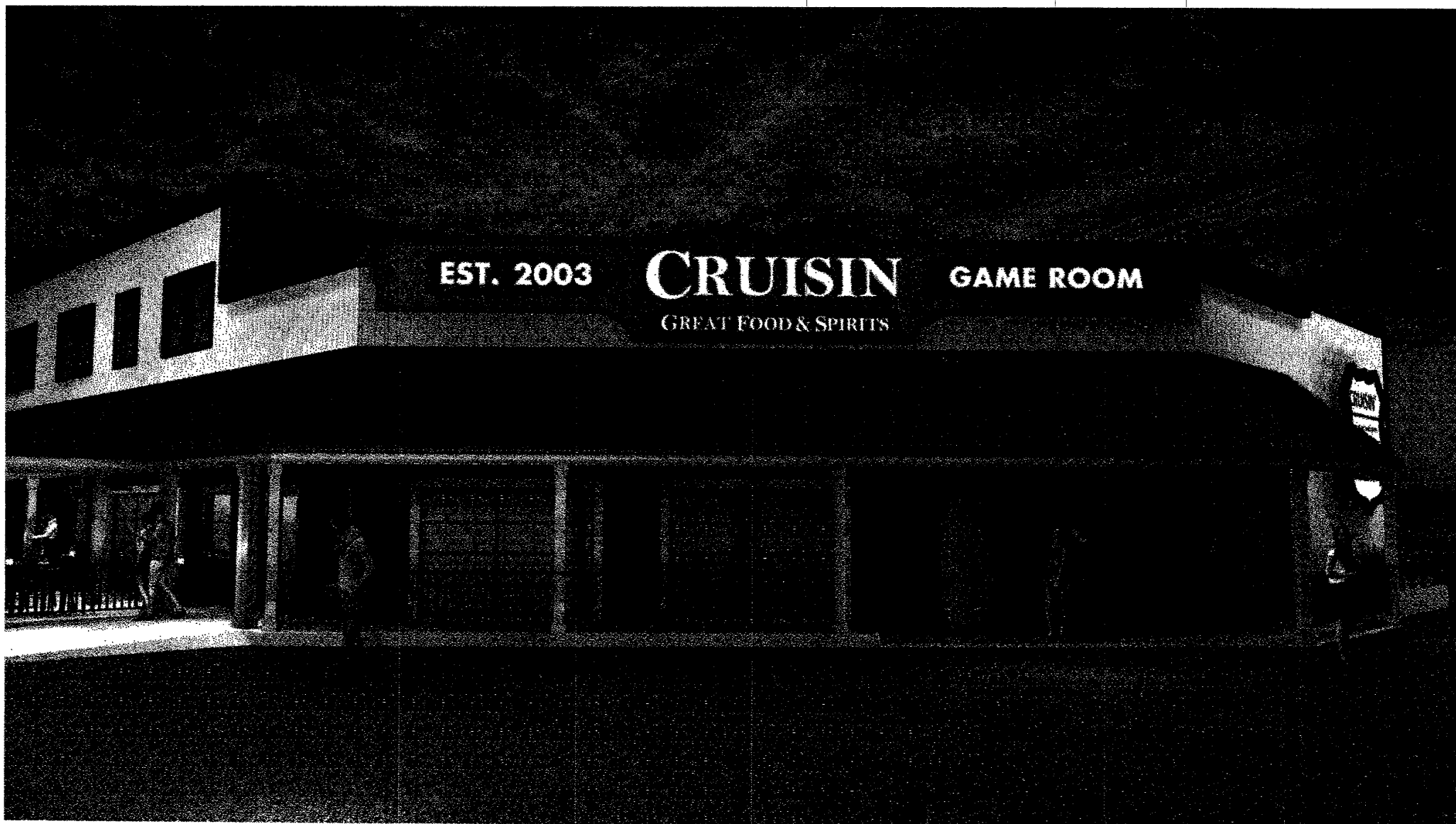
EXTERIOR SIGN

EST. 2003

CRUISIN

GREAT FOOD & SPIRITS

GAME ROOM



ORDINANCE NO. 08-2023

**AN ORDINANCE APPROVING
A SPECIAL USE PERMIT AND VARIANCES**

(Cruisin' Gilberts – 11 Galligan Road)

WHEREAS, D.R.D. Bar & Eatery, Inc. ("**Applicant**") is a tenant in the existing building located on the property at 11 Galligan Road, Gilberts, Illinois, which property is more specifically described in *Exhibit A* (the "**Property**"); and

WHEREAS, the current owner of the Property is Joseph Lazar ("**Owner**"); and

WHEREAS, the Applicant currently operates a restaurant on the Property called "Cruisin' Great Food and Spirits" (the "**Restaurant**"); and

WHEREAS, the Property is currently zoned in the C-1 Commercial District; and

WHEREAS, under Section 4-3-2(e) of the Gilberts Unified Development Ordinance ("**UDO**"), permanent outdoor seating areas accessory to bars, restaurants, and taverns are allowed in the C-1 Commercial District subject to the issuance of a special use permit; and

WHEREAS, the Applicant, with the permission of the Owner, has applied for a special use permit to construct and operate a permanent outdoor seating area accessory to the Restaurant on the Property; and

WHEREAS, the Applicant has also applied for variance from Section 9-2(L)(1)(a) of the UDO to allow for a wall sign that is (1) 180 square feet instead of the maximum 80 square feet; (2) has lettering with a decorative background; and (3) projects higher than the parapet line of the wall to which it will be affixed; and

WHEREAS, pursuant to notice duly published, the Gilberts Plan Commission/Zoning Board of Appeals held a public hearing and reviewed the Applicant's request for a special use permit and variances (collectively, the "**Zoning Relief**") on April 12, 2023; and

WHEREAS, at the conclusion of the public hearing on April 12, 2023, the Gilberts Plan Commission/Zoning Board of Appeals voted to recommend approval of the Applicant's requested Zoning Relief, subject to certain conditions; and

WHEREAS, the Village Board makes the following findings of fact in reference to the Applicant's request for approval of a special use permit to allow for the construction and operation of a permanent outdoor seating area accessory to the Restaurant on the Property:

1. The proposed special use complies with all provisions of the C-1 Commercial District.

2. The proposed special use will not be unreasonably detrimental to the value of other property in the neighborhood in which it is to be located or to the public welfare at large.
3. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations.
4. Adequate utility, drainage, and other necessary facilities have been or will be provided for the Property.
5. The proposed special use, where such developments and uses are deemed consistent with good planning practice, can be operated in a manner that is not detrimental to the permitted developments and uses in the district, can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; shall conform to the applicable regulations of the district; and is deemed essential or desirable to preserve and promote the public health, safety, and general welfare of the Village.

WHEREAS, the Village Board makes the following findings of fact in reference to the Applicant's request for approval of the variances from Section 9-2(L)(1)(a) for the installation of the wall sign on the Property:

1. The Property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district;
2. The extraordinary or exceptional conditions of the Property requiring the request for the variances were not caused by the Applicant;
3. The proposed variances will alleviate a peculiar, exceptional or undue hardship, as distinguished from a mere inconvenience or pecuniary hardship;
4. The denial of the proposed variances will deprive the Applicant of the use permitted to be made by the owners of property in the immediate area;
5. The proposed variances will result in structures that are appropriate to and compatible with the character and scale of structures in the area in which the variances are being requested, and
6. There is no other means other than the requested variances by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property.

WHEREAS, based on the findings of fact detailed above, the Village Board has determined that the Applicant's request meets the standards of both state statute and the UDO for approval of the Zoning Relief, subject to the conditions 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 are incorporated into this Section 1 as if fully set forth.

Section 2. Special Use Permit. Subject to the conditions set forth in Section 4 of this Ordinance, the Village Board of Trustees hereby approves a special use permit for the Applicant to construct and operate a permanent outdoor seating area accessory to the Restaurant on the Property.

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

- (1) A variance from Section 9-2(L)(1)(a) to allow for a 180 square foot wall sign on the Property instead of the maximum 80 square feet for wall signs.
- (2) A variance from Section 9-2(L)(1)(a) to allow for the wall sign on the Property to have lettering with a decorative background.
- (3) A variance from Section 9-2(L)(1)(a) to allow for the wall sign on the Property to project higher than the parapet line of the wall to which it will be affixed.

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

- 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 may be commenced on the Property pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with applicable law, including, without limitation, final engineering approval.

- B. Compliance with Laws. The UDO, the Building Code, and all other applicable Village ordinances and regulations shall continue to apply to the Property, and the development and use of the Property must comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Compliance with Plans. The development, maintenance, and use of the Property will be in substantial conformance with the plans attached hereto as *Exhibit B*.

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

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

Section 7. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

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

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

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2023.

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

APPROVED this _____ day of _____, 2023.

(SEAL)

Village President Guy Zambetti

ATTEST: _____
Village Clerk, Kelly Mastera

Exhibit A

Description of the Property

LOTS 1 AND 2 IN BLOCK 11 OF RUTLANDVILLE, IN THE VILLAGE OF GILBERTS,
KANE COUNTY, ILLINOIS

Common Address: *11 Galligan Road, Gilberts, IL*

PINs: *02-24-155-002*

Exhibit B

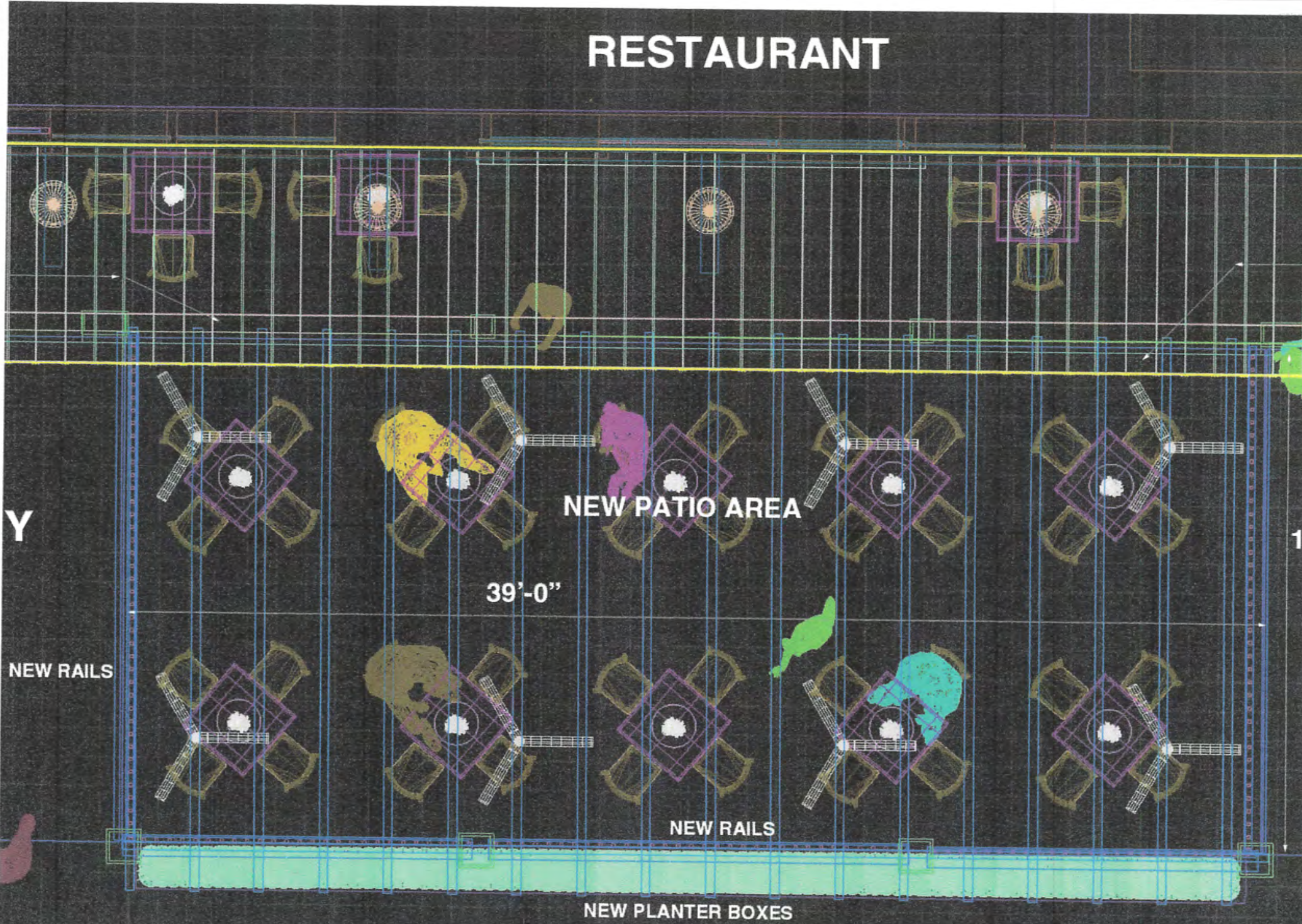
Plans







RESTAURANT



Y

NEW PATIO AREA

39'-0"

NEW RAILS

NEW RAILS

NEW PLANTER BOXES

OR PLAN: NEW PATIO ADDITION

RESTAURANT

SECONDARY
ENTRY

Group 057 Line 115

MAIN
ENTRY

NEW PATIO AREA

17'-0"

39'-0"

NEW CONCRETE
FLOOR TO MATCH
EXISTING CONCRETE
WALKWAY

NEW RAILS

NEW RAILS

NEW RAILS

NEW 12X12
WOOD POST SUPPORT

NEW PLANTER BOXES

WOOD BEAMS
FOR PERGOLA

FLOOR PLAN: NEW PATIO ADDITION



EST. 2003

CRUISIN

VIDEO GAMING

GREAT FOOD & SPIRITS

EXTERIOR SIGN

EST. 2003

CRUISIN

GAME ROOM

GREAT FOOD & SPIRITS

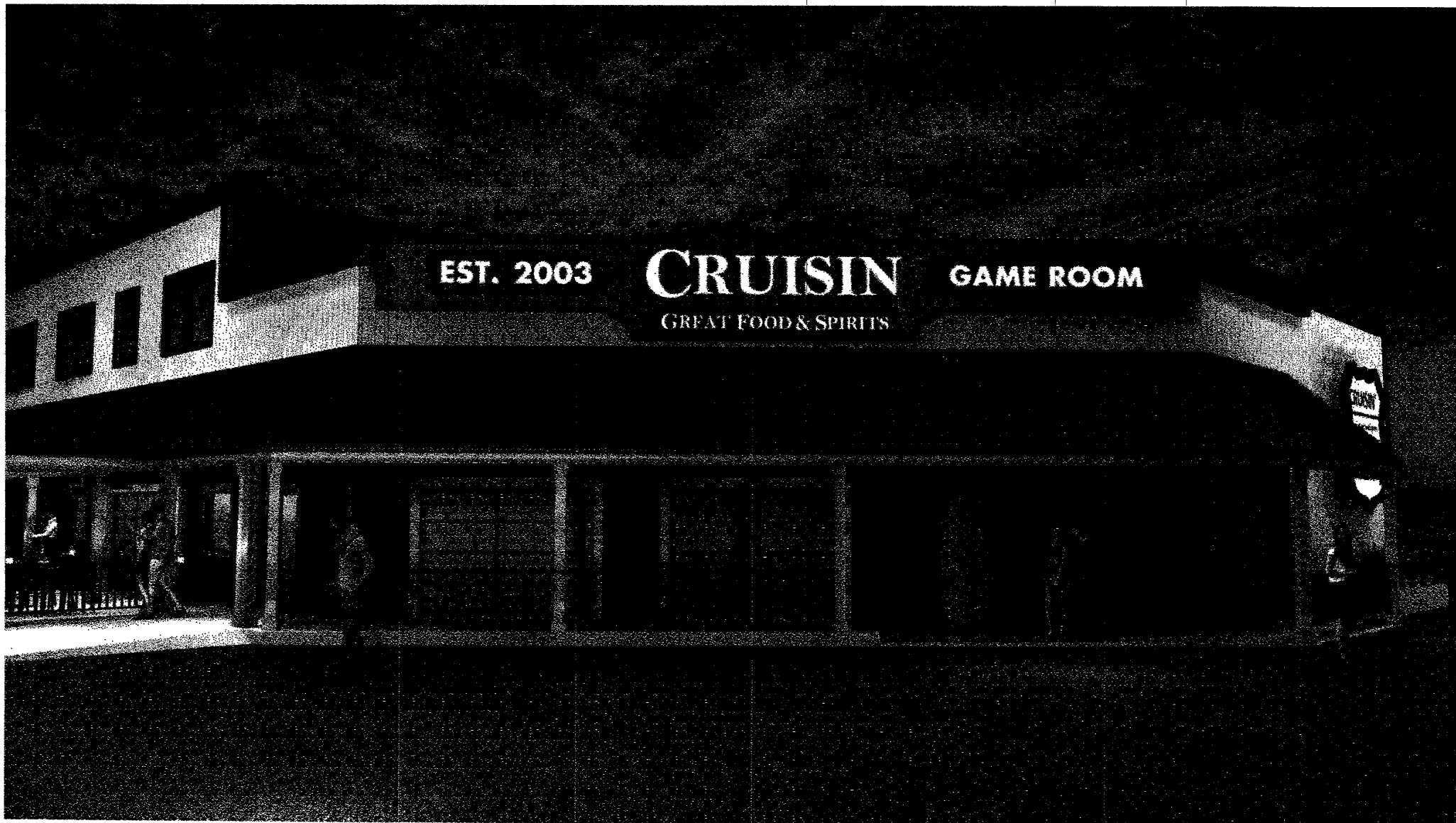


EXHIBIT C

Unconditional Agreement and Consent

Pursuant to Section 9 of Ordinance No. 08-2023, and to induce the Village to grant the approvals provided for in that Ordinance, the undersigned acknowledges for itself and its successors and assigns in title to the Property that it:

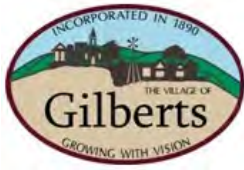
1. has read and understand all of the terms and provisions of Ordinance No. 08-2023;
2. hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of this Ordinance, the UDO, and all other applicable codes, ordinances, rules, and regulations;
3. acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s issuance of any permits for the use of the Property, and that the Village’s issuance of any permit does not, and shall not, in any way, be deemed to insure the Applicant or Owner against damage or injury of any kind and at any time;
4. acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right; and
5. represents and acknowledges that the person signing this Unconditional Agreement and Consent is duly authorized to do so on behalf of the Applicant and Owner.

D.R.D. Bar & Eatery, Inc.

By: _____

Its: _____

Date: _____



Village of Gilberts

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

To: Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: April 18, 2023 Village Board Meeting
Re: Item 6.J: 55 Galligan Property Acquisition

Included for consideration is the Ordinance approving the Purchase and Sale Agreement for the property commonly known as 55 Galligan for public purposes.

**AN ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT
FOR THE PROPERTY COMMONLY KNOWN AS 55 GALLIGAN ROAD
FOR PUBLIC PURPOSES**

WHEREAS, the Village of Gilberts is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

WHEREAS, the Village is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for public purposes; and

WHEREAS, the owner of the property at 55 Galligan Road, Gilberts, Illinois, bearing PIN #02-24-153-003 ("**Property**"), has offered to sell the Property to the Village; and

WHEREAS, the Property is useful, necessary, and advantageous for the Village to acquire for public purposes; and

WHEREAS, the corporate authorities of the Village hereby find and determine that it is in the public interest to enter into the purchase and sale agreement for the Property attached as **Exhibit A**, to provide for the purchase of the Property by the Village.

NOW, THEREFORE, BE IT ORDAINED by the Village Board 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. APPROVAL; AUTHORIZATION.

- A. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, the Purchase and Sale Agreement ("**Agreement**") attached as **Exhibit A** and incorporated as though fully set forth herein.
- B. The Village Finance Director or her designee is authorized and directed to draw upon Village funds and write a check in the sum set forth in the Agreement, plus any required closing costs incurred by the Village, payable to Seller, in order to effectuate the purchase and recordation of the deed to the Property.
- C. The Village Administrator is authorized and directed to take all steps necessary to implement and enforce the Agreement's terms, including, without limitation, executing all documents necessary to complete the Village's acquisition of the Property.

SECTION 3. 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 4. 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 5. EFFECTIVE DATE. This Ordinance shall only be effective upon the passage, approval, and publication in the manner required by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____, 2023.

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

APPROVED this _____ day of _____, 2023.

(SEAL)

Village President Guy Zambetti

ATTEST:

Village Clerk, Kelly Mastera

EXHIBIT A

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of this 1st day of April, 2023 (“*Effective Date*”), between the **VILLAGE OF GILBERTS**, an Illinois municipal corporation (“*Buyer*”), and **THE FRANCES Y. ROW TRUST DATED APRIL 25, 2013** an Illinois land trust (“*Seller*”) (collectively, the Buyer and Seller are the “*Parties*” and individually, sometimes, a “*Party*”).

RECITALS

WHEREAS, the Seller owns certain real property commonly known as 55 Galligan Road Gilberts, Illinois 60136, legally described and depicted on Exhibit A and Exhibit B, generally measuring 132 feet (north-south) by 66 feet (east-west), and encompassing +/-8,700 square feet (the real property and all structures and improvements located thereon are, collectively, the “*Property*”); and

WHEREAS, the Property is currently improved with single-family home, detached garage, and related appurtenances, and is adjacent to property owned or controlled by the Buyer; and

WHEREAS, the Buyer wishes to acquire the Property from the Seller, and the Seller wishes to convey the Property to the Buyer, all in accordance with and subject to this Agreement’s terms; and

WHEREAS, the Buyer is authorized to acquire the Property in accordance with applicable law, including, without limitation, 65 ILCS 5/2-3-8;

AGREEMENT

In consideration of the recitals, covenants, and agreements contained herein, the Parties agree as follows:

1. Recitals and Exhibits; Property to be Purchased.

(a) The foregoing recitals and exhibits attached to this Agreement are incorporated as though fully set forth in this Section.

(b) Subject to this Agreement’s terms and conditions, Seller agrees to convey to Buyer and Buyer agrees to purchase from Seller the Property.

2. Purchase Price; No Financing. The purchase price for the Property shall be **TWO HUNDRED SEVENTEEN THOUSAND AND NO 100THS (\$217,000.00) DOLLARS** (“*Purchase Price*”). Buyer shall pay the Purchase Price in immediately available funds at Closing, minus any credits provided by Seller or authorized by this Agreement plus any closing costs assessed to Buyer. Buyer represents and warrants that this is a cash deal and that the Buyer will not use third party financing to pay at Closing the Purchase Price or any portion thereof.

3. Earnest Money. Buyer will deliver, within five (5) business days of the Effective Date, a check or wire transfer in the amount of **FIVE THOUSAND AND NO 100THS (\$5,000.00) DOLLARS** to Home Solutions Real Estate Company ("*Home Solutions*") (the money delivered to Home Solutions, together with interest thereon and all other deposits hereafter made by Buyer pursuant to this Agreement, is hereinafter referred to as the "*Earnest Money*"), to be held and disbursed by the Home Solutions in accordance with the terms of the Strict Joint Order Escrow Agreement. The Earnest Money plus any interest accrued shall be applied to the Purchase Price to be paid by Buyer at Closing (as defined in Section 5 below). Except as provided in this Agreement, the Earnest Money shall be nonrefundable and shall be retained by the Seller should the Buyer fail to purchase the Property.

4. Closing. The Buyer will schedule a closing of the Property's purchase and sale ("*Closing*") within fifteen (15) days ("*Closing Date*") of (1) the expiration of the Inspection Period as set forth in Section 5 of this Agreement; or (2) the expiration or waiver of Buyer's right to terminate this Agreement under Section 5(b) of this Agreement, whichever is later. The Closing will be at a mutually agreeable time at the offices of Chicago Title Company Insurance Company ("*Title Company*"), or such other place and time as may be agreed upon by the Parties.

5. Inspection Contingency.

(a) Inspections. Upon the Effective Date and ending forty five (45) days thereafter (as such period may be extended by mutual agreement of the Parties, the "*Inspection Period*"), Buyer and its employees, agents, contractors, consultants, representatives and designees shall, at Buyer's sole expense, have the right to examine and test the Property, and shall further have the right of reasonable ingress and egress with advance notice to, and cooperation of, Seller for the purpose of making or conducting all studies, tests, assessments of the surface and subsurface conditions and other tests, examinations, explorations and inspections as Buyer deems appropriate, including, but not limited to, the right to core drill upon, and to remove samples of stone from, the Property, and conduct inspections on any structure contained thereon, including, without limitation, review of the Title Commitment ("*Inspection Work*"). During the Inspection Period and any extension thereof, Buyer shall have the further right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate, and to apply for and obtain all necessary regulatory approvals from any local, state, or federal governmental entity or agency necessary for the Buyer's development, use, and operation of the Property. Seller will cooperate with Buyer with respect to all inspections and regulatory approvals processes, including but not limited to the execution of any documents reasonably necessary for such inspections and participation in the regulatory approval processes. Upon the voluntary or involuntary termination of the Inspection Period, Buyer shall return the Property to its condition as it existed upon the Effective Date, reasonable wear and tear excepted.

(b) Right of Termination. The Buyer's obligations under this Agreement are subject to and conditioned upon the determination by Buyer, in its sole discretion and judgment, that the Property is in satisfactory condition for the Buyer's purposes. In the event such conditions to Buyer's obligations have not been satisfied within Inspection Period, as determined solely by Buyer, Buyer shall have the right, by written notice

delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason, or no reason at all. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be deemed null and void, neither Party shall have any further rights and obligations under this Agreement, and, in the event of such termination, the Earnest Money shall be promptly returned to the Buyer. Buyer's failure to deliver notice on or before the end of the Inspection Period shall be deemed to be Buyer's acceptance of the Property in the condition that exists at the end of the Inspection Period.

6. Survey and Title Review.

(a) Receipt of Survey and Title Commitment. Seller shall obtain and deliver to Buyer (i) within 10 business days after the Effective Date, an ALTA title insurance commitment issued by the Title Company showing the condition of title to the Property ("**Title Commitment**"), together with copies of all recorded documents listed or disclosed therein ("**Recorded Documents**"); and (ii) any existing survey depicting the Property ("**Survey**").

(b) Objections. Buyer shall have until seven (7) days after the delivery of the last of the Survey, the Title Commitment, and the Recorded Documents to examine the same and to provide written objections to Seller of matters set forth on the Survey and/or the Title Commitment that are unsuitable or make the Property undesirable for Buyer's purposes (collectively, "**Objections**").

(c) Cure Period. If Buyer gives timely written notice of its Objections, Seller will (i) notify Buyer in writing within seven (7) days after receiving Buyer's Objections as to Seller's proposed steps to cure the Objections, and (ii) take reasonable steps to cure Buyer's Objections for a period of ten (10) days following receipt by Seller of Buyer's Objections ("**Cure Period**").

(d) Failure to Cure. In the event Seller is unable to cure any one or more of Buyer's Objections within the Cure Period, Buyer's remedy under this Agreement shall be to either: (i) elect to terminate this Agreement, in which event the Earnest Money will be promptly returned to the Buyer and the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); or (ii) waive the Objections and continue the purchase contemplated by this Agreement. Buyer must provide written notice to Seller of its election to either terminate this Agreement or to waive the Objections not later than seven (7) days after the expiration of the Cure Period.

7. Control of Property. Prior to the Closing, Seller shall have the full responsibility and liability for any and all damages or injury to the Property. If, prior to the Closing Date, the Property is materially damaged or the Property is the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller by so notifying Seller. If Buyer exercises its right of termination, the Earnest Money will be promptly returned to the Buyer. If Buyer does not exercise its right of termination, any and all proceeds arising out of

such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be paid to the Buyer on the Closing Date.

8. Representations. To induce Buyer to enter into this Agreement, Seller represents, warrants, and covenants to Buyer as set forth below.

(a) Seller is Trust. Seller has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement, and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Seller is a party.

(b) This Agreement has been duly authorized, executed and delivered by Seller, creates legal, valid and binding obligations of Seller, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Seller or the Property is bound.

(c) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Seller.

(d) Seller has not received any written notice of a pending action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding (including, without limitation, condemnation or eminent domain proceedings) nor, to Seller's knowledge, has any such investigation or proceeding been threatened against Seller or the Property, in any case that would materially impair Seller's ability to consummate the transactions in the manner required by this Agreement.

(e) To the best of Seller's knowledge, the Property is not subject to any easements, covenants, conditions, restrictions, agreements, liens or encumbrances that are not of record, excluding the encroachments of the garage and driveway onto the adjoining property owned by Buyer.

(f) To the best of Seller's knowledge, the Property is not a part of an association or other common ownership regime except as may be otherwise disclosed by the Title Commitment.

(g) Seller has not entered into any contract, agreement or option that remains in effect, other than this Agreement, granting to any party the right to purchase the Property.

(h) Seller has not received any written notice from any municipal, county, state or other governmental authority of any ongoing violation of any statutes, codes, ordinances, rules or regulations with respect to the Property.

(i) Seller is not a party to any leases of any interest in the Property, or any contract, operating arrangement or other agreement affecting the ownership, use or operation of the Property that could be binding upon Buyer after Closing, and Buyer shall have the exclusive right to possession of the Property after Closing. There is no other

agreement, written or oral, under which Seller is or could become obligated to convey, lease or license the Property or any interest therein, to a third party, and Seller will not enter into any such agreement before Closing without the prior written consent of Buyer.

(j) To the best of Seller's knowledge, there are no, and Seller shall not initiate or participate in any, changes in zoning for the Property proposed by any applicable zoning authority unless requested to do so by Buyer.

(k) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

(l) No Hazardous Substance (as defined below) has been generated, stored, released, discharged or disposed of, from or on the Property in violation of any Environmental Law (as defined below). "**Hazardous Substance**" shall mean any and all pollutants, contaminants, toxic or hazardous wastes or any other substances that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized under any Environmental Law. "**Environmental Law**" shall mean any law, ordinance, rule, regulation, order, judgment, injunction or decree relating to pollution or substances or materials which are considered to be hazardous or toxic, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to Know Act, and any state and local environmental law.

(m) Seller is in compliance with the requirements of Executive Order No. 133224, 66 Fed Reg. 49079 (September 25, 2001) ("**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"). Neither Seller nor any beneficial owner of Seller is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

(n) Seller has good and marketable title to all items of personal property located on the Property free and clear of all liens, claims, and encumbrances.

(o) The 2021 (payable in 2022) real estate taxes for the Property were \$2,269.26 and included a "senior freeze" tax exemption or other senior exemptions ("**Senior Freeze**") that reduced the real estate tax that would otherwise apply to the Property. Seller has not received any notice of any increase in the Property's assessed value, including, without limitation, any revocation or reduction of the Senior Freeze. Seller will promptly notify

Buyer of any increase in the Property's assessed value occurring between the Effective Date and the Closing Date.

Notwithstanding any provisions to the contrary herein, the representations and warranties of Seller contained in this Section 8 shall survive the Closing for a period of one (1) year (Seller hereby agreeing to indemnify and hold harmless Buyer and Buyer's affiliates from any and all liabilities, costs, damages and expenses arising from or related to the breach of any such representations or warranties, as to conditions existing prior to the Closing Date, for such period ending one (1) year after the Closing Date), at which time such representations and warranties (and such indemnity obligation) shall terminate and be of no further force or effect, except for any claims made prior to the end of such 1-year period.

9. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that, as of the Effective Date and deemed to be remade on the Closing Date:

a. Buyer has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Buyer is a party.

b. This Agreement has been duly authorized, executed and delivered by Buyer, creates legal, valid and binding obligations of Buyer, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Buyer is bound.

c. No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Buyer.

d. Buyer is in compliance with the requirements of the Orders. Neither Buyer nor any beneficial owner of Buyer is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

Notwithstanding any provisions to the contrary herein, the representations and warranties of Buyer contained in this Section 9 shall survive the Closing for a period of one (1) year (Buyer hereby agreeing to indemnify and hold harmless Seller from any and all liabilities, costs, damages and expenses arising from or related to the breach of any such representations or warranties, as to conditions existing prior to the Closing Date, for such period ending one (1) year after the Closing Date), at which time such representations and warranties (and such indemnity obligation) shall terminate and be of no further force or effect, except for any claims made prior to the end of such 1-year period.

10. Closing Conditions.

(a) Buyer Closing Conditions. Buyer's obligations under this Agreement are contingent upon satisfaction or waiver of the following conditions (collectively, "**Buyer Closing Conditions**"):

- (i) Each and every representation and warranty of Seller expressed in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date;
- (ii) As of the Closing Date, Seller shall have kept, observed, performed, satisfied and complied with all material terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller in all material respects;
- (iii) Seller shall not be a party to or the subject of any pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, that would materially and adversely affect Seller's ability to perform its obligations under this Agreement;
- (iv) The issuance by Title Company of a 2006 ALTA owner's title insurance policy, or a "marked up" written commitment unconditionally obligating the Title Company to issue a 2006 ALTA owner's title insurance policy, pursuant to the terms of the Title Commitment, with such changes thereto as were negotiated between Buyer and the Title Company during the Inspection Period, in the amount of the Purchase Price, subject only to the Objections waived by the Buyer (if any), to be dated as of the recording of the Deed, naming Buyer (or its assignee) as the insured ("**Title Policy**").

(b) Failure of the Buyer Closing Conditions. If one or more of the Buyer Closing Conditions have not been satisfied on or before the Closing Date, and the same is not due to a default by Buyer under this Agreement, then Buyer may elect to terminate this Agreement by written notice to Seller on the Closing Date, in which event the Earnest Money shall be promptly returned to the Buyer and the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), provided that Buyer may unilaterally extend the Closing Date allow additional time for the satisfaction of any such unsatisfied conditions. Buyer shall have the right to unilaterally waive the Buyer Closing Conditions by proceeding to and consummating Closing. Nothing in the foregoing shall limit or otherwise affect Buyer's rights or remedies under this Agreement.

(c) Seller Closing Conditions. Seller's obligations under this Agreement are contingent upon satisfaction or waiver of the following conditions (collectively, "**Seller Closing Conditions**"):

- (i) Each and every representation and warranty of Buyer expressed in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date;
- (ii) As of the Closing Date, Buyer shall have kept, observed, performed, satisfied and complied with all material terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Buyer in all material respects; and
- (iii) Buyer shall not be a party to or the subject of any pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, that would materially and adversely affect Buyer's ability to perform its obligations under this Agreement.

(d) Failure of the Seller Closing Conditions. If one or more of the Seller Closing Conditions have not been satisfied on or before the Closing Date, and the same is not due to a default by Seller under this Agreement, then Seller or Buyer may elect to terminate this Agreement by written notice to Buyer on the Closing Date, in which event the Earnest Money shall be retained by Seller and the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), provided that Seller may extend the Closing Date to allow additional time for the satisfaction of any such unsatisfied conditions. Seller shall have the right to unilaterally waive the Seller Closing Conditions by proceeding to and consummating Closing. Nothing in the foregoing shall limit or otherwise affect Seller's rights or remedies under this Agreement.

11. Property Taxes and Assessments. All real estate taxes and any special assessment imposed on the Property ("**Taxes**") for the year in which the Closing occurs shall be prorated and adjusted to the Closing Date. Seller shall pay (or cause to be paid) all Taxes due and payable on or prior to the Closing Date. Buyer shall receive a credit prorated in accordance with this Section for all accrued and unpaid Taxes and the amount of the credit shall be calculated based on 100% of the most recent ascertainable full year real estate tax bill (first and second installments) excluding real estate tax bill reductions resulting from the Senior Freeze. Alternatively, Seller may on or before the Closing Date provide Buyer with written confirmation in form and substance acceptable to the Buyer that the Senior Freeze will remain in effect for all taxes accrued through the Closing Date; in which case, the Buyer shall receive a credit prorated in accordance with this Section for all accrued and unpaid Taxes calculated based on 100% of the most recent ascertainable full year real estate tax bill (first and second installments). All proration will be on the basis of a 365-day year with the Closing Date being charged to the Seller. The proration of Taxes shall be final.

12. Utilities. Seller will obtain as close to the Closing Date as practicable final meter readings for utilities serving the Property and will pay, by no later than the Closing Date, final

utility invoices. Buyer will be responsible to open new accounts and pay such charges for the Closing Date and thereafter.

13. Closing Deliveries and Costs.

(a) Seller's Deliveries. At the Closing, Seller shall deliver the following to Buyer:

- (i) A signed duly recordable warranty deed for the Property with all required stamps affixed, at Seller's sole cost and expense, conveying fee simple title to the Property and all of Seller's rights appurtenant thereto, subject only to the waived Objections, if any ("**Deed**").
- (ii) A bill of sale for the personal property.
- (iii) An affidavit certifying to Buyer that Seller is not a "foreign person" within the meaning of Sections 1445 or 7701 of the Internal Revenue Code.
- (iv) An affidavit certifying that there is no property manager at the Property.
- (v) An ALTA Statement and gap indemnity sufficient to permit the title insurance company to delete the so called "standard exceptions" to the Title Policy and to date the Title Policy no earlier than the date and time of recordation of the Deed.
- (vi) Affidavit of Title executed by Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens, or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.
- (vii) The MyDec form and any other transfer tax forms required in connection with the Closing requiring Seller's signature.
- (viii) Proof of payment of all outstanding utility fees and charges concerning or related to the Property.
- (ix) Satisfactory evidence of the authority of the signers of the conveyance documents to consummate the transactions on behalf of Seller.
- (x) A lien waiver executed by Seller's Broker (if any).
- (xi) A closing statement executed by Seller in a form mutually acceptable to Seller and Buyer.

- (xii) Such other documents as may be required by the terms of this Agreement or by the Title Company, or as may reasonably be necessary in order to consummate the transactions contemplated by this Agreement.

All of the documents and instruments referenced in this Section 13(a) shall be in a form reasonably acceptable to Buyer.

(b) Buyer's Deliveries. At the Closing, Buyer shall deliver the following to Seller:

- (i) The Purchase Price less the Earnest Money and any prorations, plus any closing costs assessed to buyer.
- (ii) A closing statement executed by Buyer in a form mutually acceptable to Seller and Buyer.
- (iii) Any transfer tax forms required in connection with the Closing requiring Buyer's signature.
- (iv) Such other documents as may be required by the terms of this Agreement or by the Title Company, or as may reasonably be necessary in order to consummate the transactions contemplated by this Agreement.
- (v) An ALTA Statement and gap indemnity sufficient to permit the title insurance company to delete the so called "standard exceptions" to the Title Policy and to date the Title Policy no earlier than the date and time of recordation of the Deed.

(c) Closing Statement. At the Closing, Seller and Buyer shall each execute a closing statement drafted by the Title Company and in form and content reasonably acceptable to both Buyer and Seller.

(d) Closing Costs.

- (i) Seller shall pay Seller's attorneys' fees, the cost of the Title Commitment, the premium for the Title Policy (excluding the cost for any endorsements or extended coverage over the so called "standard exceptions" requested by Buyer), one-half of all closing costs charged by the Title Company, and all state, county, and municipal transfer taxes and fees.
- (ii) Buyer shall pay Buyer's attorneys' fees, the cost for Buyer's endorsements and extended coverage over the so called "standard exceptions" to the Title Policy, if any, the escrow closing fee, all

recording charges for the Deed, all due diligence costs and expenses, and one-half of all closing costs charged by the Title Company.

- (iii) Any other costs, expenses and fees shall be allocated between the Parties as is customary and typical for similar types of transactions for real property in the location in which the Property is located.

14. Delivery of Possession of Property. The Seller shall deliver possession of the Property to Buyer at the Closing. At Closing, the Seller shall provide the Buyer with all keys, remotes, access codes, and other information necessary to access the Property and all portions thereof.

15. Indemnification. Buyer agrees to indemnify and fully protect, defend, and hold the Seller harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees, and expenses of every kind and nature that may be sustained by or made against the Seller resulting from or arising out of:

- (a) Inspections or repairs made by the Buyer or its agents, employees, contractors, successors or assigns; and
- (b) The Buyer's use and/or occupancy of the Property before Closing, except to the extent caused by the negligent, willful, or intentional act of the Seller.

16. Condemnation and Destruction. If, on the Closing Date, all or any portion of the Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Property has been damaged or destroyed, Seller shall notify Buyer of such fact and Buyer shall have the right, but not the obligation, to terminate this Agreement, whereupon the Earnest Money shall be immediately paid by Home Solutions to the Buyer and the rights, duties and obligations of the Parties shall terminate and be of no further force or effect (provided, however, the Parties shall continue to have those rights and obligations which are expressly stated in this Agreement to survive termination). If, after receipt of Seller's notice, Buyer does not exercise its option to terminate this Agreement, the Parties shall remain bound hereunder and Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage

17. Brokerage Fees and Commissions. Seller has contracted with Home Solutions Real Estate in connection with the negotiation and execution of this Agreement. Seller shall be solely responsible for the payment of any and all fees to Home Solutions Real Estate. Seller shall indemnify, defend, and hold Buyer harmless from and against any commission or other payment due to, or sought by Home Solutions Real Estate, or other any real estate broker, agent, finder or similar person in connection with this matter. Buyer has not contracted with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property. Buyer shall indemnify, defend, and hold Seller harmless from and against any commission or other payment

due to, or sought by, any real estate broker, agent, finder or similar person in connection with this matter. The provisions set forth in this Section 17 shall survive Closing.

18. Remedies. Notwithstanding anything to the contrary set forth in this Agreement or in any document delivered in connection with the transaction contemplated by this Agreement, the Parties agree that if Seller fails to comply with any of the provisions of this Agreement, Buyer shall have no adequate remedy at law. Accordingly, if Seller fails to comply with any provisions of this Agreement, Buyer shall have the right to either: (i) terminate this Agreement and receive an immediate refund of the Earnest Money; or (ii) obtain specific performance of Seller's obligation to convey the Property. In addition to the foregoing, Buyer shall be entitled to pursue any other rights or remedies provided in this Agreement, together with those available to it at law or in equity, including the right to monetary damages, upon the failure of Seller to carry out any of its obligations under this Agreement. If Buyer fails to comply with the terms of this Agreement, Seller's sole and exclusive remedy shall be the retention of the Earnest Money.

19. Miscellaneous.

(a) No Waiver. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, exercising its sole discretion, may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

(b) Time of Essence. Time is of the essence of this Agreement.

(c) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Kane, State of Illinois.

(d) Notices. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by email, or 3 business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section):

If to Seller:

Valerie E. Herrmann
6512 Elm Street
Union, Illinois 60180
Email: hermann.valerie@att.net

If to Buyer:

Village of Gilberts

Attn: Brian Bourdeau, Village Administrator
87 Galligan Road
Gilberts, Illinois 60136
Email: bbourdeau@villageofgilberts.com

With a copy to:
Ancel Glink, P.C.
Attn: Gregory W. Jones
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Email: gjones@ancelglink.com

In the event either Party delivers a notice by email, as set forth above, such Party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by email, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

(e) Assignment, Successors and Assigns. This Agreement, including, without limitation, any of a Party's rights or obligations hereunder, may not be assigned by either Party without the consent of the other Party.

(f) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court with jurisdiction over this Agreement, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

(g) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be amended or modified only in a writing signed by both Parties and shall apply to and bind the successors and assigns of each of the Parties and shall merge with the Deed at Closing, excluding those provisions that this Agreement provides will survive Closing.

(h) No Third-Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Attorneys' Fees. If any action is brought by either Party arising from, or related to, this Agreement, then the prevailing Party shall be entitled to receive from the non-prevailing Party its actual court costs and reasonable attorney's fees incurred. This Section shall survive Closing or any earlier termination of this Agreement.

(j) Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller and/or Buyer falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter.

(k) Interpretation. This Agreement and any related instruments shall not be construed more strictly against one Party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the Parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the Parties hereto and that both Parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

(l) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

VILLAGE OF GILBERTS,
an Illinois municipal corporation

Attest:

Name:

Name:

Title:

Title:

Date:

Date:

SELLER:

DocuSigned by:

E97901288A934A7...

Date: 4/1/2023

Exhibit A

Legal Description

LOT 2 IN BLOCK 12 OF RUTLANDVILLE, IN THE VILLAGE OF GILBERTS, FORMERLY RUTLAND, KANE COUNTY, ILLINOIS.

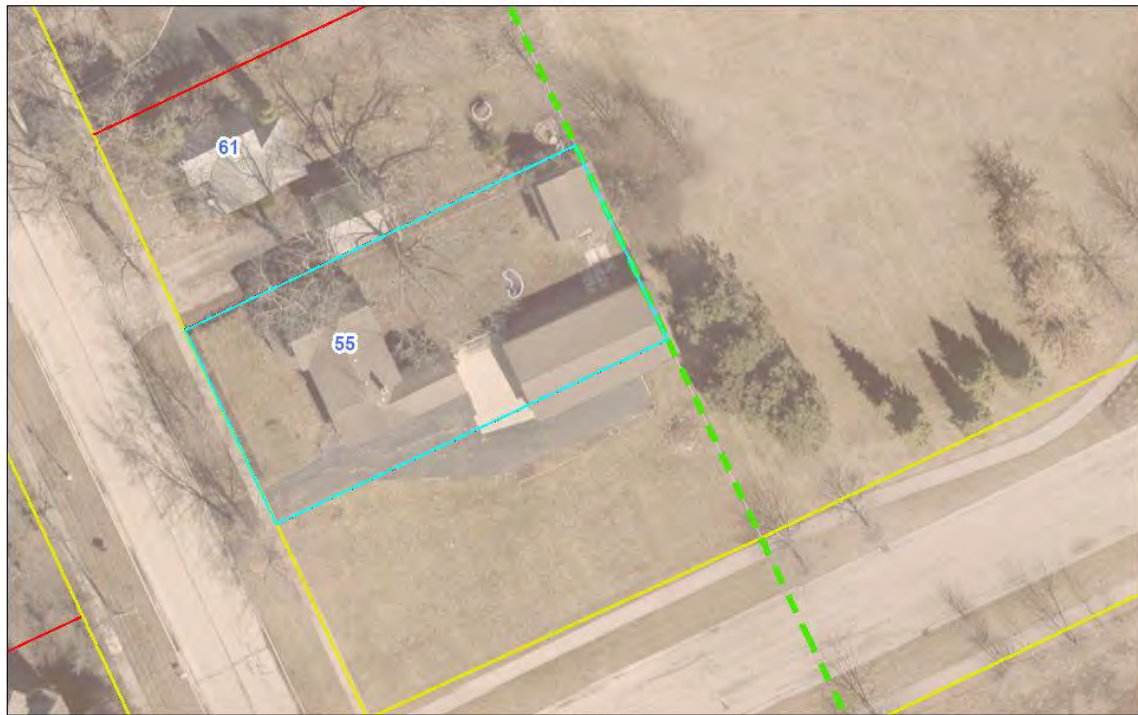
P.I.N.: 02-24-153-003

Address: 55 Galligan Road, Gilberts, Illinois

Exhibit B

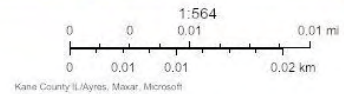
Depiction of Property

KaneGIS3

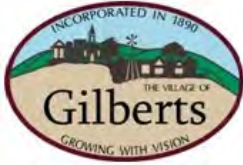


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- | | | | |
|-----------------|-----------------|----------------|-----------|
| Townships | Road Centerline | Municipalities | Addresses |
| Cadastral Lines | Road ROW | Gilberts | |
| Parcel Line | Sub Line 100 | Parcels | |



These layers do not represent a survey. No Accuracy is assumed for the data records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.



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: April 18, 2023 Village Board Meeting
Re: Item 7.A – Conservancy Park 1 Site Plan Review

Background:

The First Amendment to the Conservancy Annexation Agreement requires a parkland dedication of 25 acres of useable parkland. Approximately 6.5 acres were dedicated for a park to be located on the south-western portion of the Conservancy development in between Brielle Boulevard and a Union Pacific Railway.

In addition to the dedication of parkland, the First Amendment to Conservancy Annexation Agreement requires the developer to pay the village in form of park impact fees. These fees are based off of the number of bedrooms in each residential unit. Based on the units that have built so far and estimates of future units, the Village can expect to receive approximately \$2.52 million in park impact fees. Note that this amount can vary depending on the types of units that are built. As of the end of February, we have collected \$659,808.85 in park impact fees thus far.

On February 7th 2023, the Board approved a professional engineering services proposal with Robinson Engineering for RFP preparation and construction oversight of Conservancy Public Park Number One. Through this proposal, Robinson and Hitchcock Design Group have produced preliminary cost opinions and conceptual designs of the proposed park and amenities. After collaboration with Robinson, Hitchcock, and staff, we have put together the best options for this park in terms of desired amenities and to cost savings.

The Options:

There are three proposed options presented before the board. These options revolve around the inclusion or exclusion of a bike path, and the inclusion or exclusion additional tennis/pickleball courts. Note that in these options, consideration of an off-street parking area was removed entirely due to the availability of on-street parking, the requirement to destroy an existing sidewalk to make space for the parking, and the cost of construction of the parking area (~\$30,000). The options are outlined below. Look at the attached Exhibit 1 for more detailed concept plans.

Option A

This option includes 2 tennis/pickle ball courts, 2 bocce ball courts, and a 32ft hexagonal pavilion as the primary amenities. This also includes the possibility of having a mowed prairie path to extend north around the townhomes. The total cost for this option including a 10% contingency and the cost of the design task order is \$661,000.61.

Option B:

This option is similar to option A, except it also includes an asphalt bike path to extend north around the townhomes. The total cost for this option including a 10% contingency and the cost of the design task order is \$741,261.89.

Option C:

This option includes the same amenities as the previous options except it also includes the northern bike path and 2 additional tennis/pickleball courts for a total of 4 courts. The total cost for this option including a 10% contingency and the cost of the design task order is \$981,979.20.

Recommendation

Staff recommends option A. This option will provide valuable amenities to residents of the conservancy, while still reserving impact fees for future parks.

The bike path extending north behind the townhomes would essentially be redundant with the existing sidewalk along Brielle Boulevard. It would only loop around a portion of the townhomes before connecting back to Brielle Boulevard with the existing sidewalk anyway. Additionally, the omission of the asphalt path allows the opportunity for a mowed walking path also that would keep in the theme of a naturalized prairie area. However, the idea of any type of path in this area also raises concerns of public access and proximity to the rear yards of townhomes.

The reduction in tennis/pickleball courts is primarily a cost savings benefit, as the addition of two courts add roughly \$145,000 to project costs. Furthermore, leaving the space where 2 courts could go provides opportunities for future expansion, amenities, or open area. Having 2 tennis/pickleball courts will still provide a highly sought after amenity to the residents of the conservancy.

For these reasons, staff recommend that option A is the best course of action.

Discussion:

Staff is looking for the board's feedback on which of options the board feels is best. With a determination of the best option, staff will proceed with Robinson and Hitchcock and go out to bid for the desired park option.

Attachments:

- Exhibit 1 – Park Option Concept Site Plans

Option A:

2 Tennis Courts, No Bike Path

Main Amenities

- 2 Tennis/Pickle Ball Courts
- 2 Bocce Courts
- Hexagonal Pavilion
- Possible Mowed Prairie Path

Costs:

Construction:	\$500,273.28
Design Task Order:	\$110,700.00
10% Contingency:	<u>\$50,027.33</u>
Total:	\$661,000.61



Option B:

Reduced Tennis Courts

Main Amenities

- 2 Tennis/Pickle Ball Courts
- 2 Bocce Courts
- Hexagonal Pavilion
- 8' wide asphalt bike path to the north behind the townhomes

Costs:

Construction:	\$573,238.08
Design Task Order:	\$110,700.00
10% Contingency:	<u>\$57,323.81</u>
Total:	\$741,261.89



Option C:

Everything but Parking

Main Amenities

- 4 Tennis/Pickle Ball Courts
- 2 Bocce Courts
- Hexagonal Pavilion
- 8' wide asphalt bike path to the north behind the townhomes

Costs:

Construction:	\$792,072.00
Design Task Order:	\$110,700.00
10% Contingency:	<u>\$79,207.20</u>
Total:	\$981,979.20

