



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, March 7, 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/86140584662>

Meeting ID: 861 4058 4662

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 March 7, 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. CONSENT AGENDA

- A. A Motion to approve Minutes from the February 21, 2023 Regular Village Board Meeting
- B. A Motion to approve Bills & Payroll dated March 7, 2023
- C. A Motion to approve a Settlement Agreement Between the Village of Gilberts, ComEd and Azavar Audit Solutions, Inc. Regarding Notices of Tax Liability

5. ITEMS FOR APPROVAL

- A. A Resolution Approving and Making a Determination on Executive Session Meeting Minutes and Verbatim Recordings (Resolution 03-2023)
- B. A Resolution of the Village of Gilberts in Support of Tax Increment Financing (Resolution 05-2023)
- C. A Resolution Approving the CY2023 Recreational Programming Agreement with Tri Cities Travel (Resolution 06-2023)
- D. A Resolution Approving the CY2023 Recreational Programming Agreement with Bison Baseball (Resolution 07-2023)
- E. A Resolution Approving the CY2023 Recreational Programming Agreement with Golden Corridor Family YMCA (Resolution 08-2023)
- F. A Motion to Ratify the NIMEC Joint Bid Electrical Contract for Water/Wastewater Facilities Previously Authorized by Resolution 02-2023

6. ITEMS FOR DISCUSSION

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

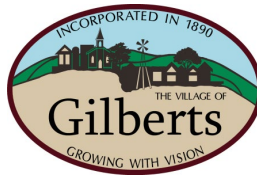
Posted on March 3, 2023 at:

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

7. STAFF REPORTS
8. TRUSTEES' REPORTS
9. PRESIDENT'S REPORT
10. EXECUTIVE SESSION
11. ADJOURNMENT

***Public Comment Policy**

Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President. If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue. During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting. The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.



VILLAGE OF GILBERTS
VILLAGE BOARD MEETING MINUTES
TUESDAY, FEBRUARY 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

Administrator Brian Bourdeau called roll. Roll call of Board members present: Trustees LeClercq, Corbett, Allen, Hacker, and Coats were present, as was President Zambetti. Also present were Management Analyst Riley Lynch, Public Works Director Wade Kretsinger, Finance Director Taunya Fischer, and Police Chief Todd Block. Trustee Redfield arrived at 7:01p.m.

3. PUBLIC COMMENT – None.

4. CONSENT AGENDA

A. A Motion to approve Minutes from the February 7, 2023 Regular Village Board Meeting

B. A Motion to approve Bills & Payroll dated February 21, 2023

C. A Motion to approve the January 2023 Treasurer's Report

President Zambetti asked if there was anything anyone wanted to remove 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 Coats. Roll call vote: Trustees LeClercq, Corbett, Allen, Hacker, Coats and Redfield voted (6) Aye, 0-nays, 0-abstained. Motion carried.

5. ITEMS FOR DISCUSSION –

A. Discussion Regarding Municipal Facility Needs

President Zambetti, the Board members, and Administrator Bourdeau discussed the idea of having a facility needs assessment study performed in order to help the Village gain knowledge in terms of future buildings, staff, and equipment growth. Administrator Bourdeau stated that the last one was done in 2010-2011 and only included Village Hall and the Police Department, whereas a new one should also include Public Works. President Zambetti also explained that a facility needs assessment would help staff and

the Board better understand the size of land needed for a potential future municipal site, the projected cost for long-term budget purposes, and show details when applying for grants. In general, the Board members provided consensus to staff to move forward with getting a facility needs study done.

Administrator Bourdeau explained briefly how this would be done through a blind bid process with architectural firms and follow-up negotiations. He also stated that based off the facility needs study, it will determine in the future if staff will bring to the Board a Phase One Engineering Study of a current Village-owned parcel of land.

[Trustee LeClercq dropped from the Zoom meeting at 7:27 p.m.]

B. Presentation and Discussion of the Proposed 2023 Community Days Budget

Analyst Lynch reviewed the projected revenues and expenditures for the 2023 Community Days event. He stated that most of the anticipated revenues are staying the same such as from sponsorships and the carnival, while there is a slight increase for beverage sales and an increase due to the revenue from video gaming terminal fees. Analyst Lynch did state that on the expenditure side there are some increases in contracts for things such as entertainment, the petting zoo, and the stage. He said a lot of this is attributed to the fact that in 2022 the expenses were still locked in from canceled events during the pandemic, whereas now in 2023 been vendors have increased their prices.

Analyst Lynch and the Board discussed the added line item for overtime for Public Works staff. Trustee Allen also discussed with Administrator Bourdeau and Analyst Lynch the starting fund balance and what money was coming from reserve funds.

Analyst Lynch and the Board members discussed whether or not they wanted fireworks this year, as they are large expense, and this year the projected cost for a similar sized show as 2022 would be \$12,000. The Board discussed the pros and cons of fireworks and how they could be funded, as Board members were split on the idea. They came to a general consensus to not have fireworks this year and to save them for years that marked a special occasion, unless an unexpected source of revenue was found that could pay for the fireworks.

6. ITEMS FOR APPROVAL –

A. A Resolution Authorizing an Agreement with Double B Booking, Inc. to Provide Entertainment Booking and Stage Management Services for the 2023 Community Days (Resolution 04-2023)

Trustee Allen made a motion to approve Item 6.A., which was seconded by Trustee Redfield. Roll call vote: Trustees Corbett, Allen, Hacker, Coats and Redfield voted (5) Aye, 0-nays, 0-abstained. Motion carried.

B. Authorization to Email Executive Session Meeting Minutes to Village Board Members for the First Semi-Annual Review of 2023 pursuant to Section 2.06(f) of the Open Meetings Act

Trustee Allen made a motion to approve Item 6.B., which was seconded by Trustee Redfield. Roll call vote: Trustees Corbett, Allen, Hacker, Coats and Redfield voted (5) Aye, 0-nays, 0-abstained. Motion carried.

7. STAFF REPORTS –

Public Works Director Kretsinger

- is watching the weather for tomorrow and his crew is ready.
- appreciates the Board’s support earlier this evening for moving forward with the facilities-need assessment

Finance Director Fischer – no report

Management Analyst Lynch – nothing besides the previous Community Days budget update

Administrator Bourdeau

- a virtual house will start next Thursday as part of the Comprehensive Plan, and should last about two weeks long. He said the virtual open house will be conducted through the Comprehensive Planning website, and staff will work with the consultants on how to advertise it on social media

8. TRUSTEES’ REPORTS – None.

9. PRESIDENT’S REPORT – None.

10. EXECUTIVE SESSION - None.

General:

President Zambetti briefly discussed with the Board an initial proposal from a developer regarding the sizing of private roads, which included narrower roads than what the Uniform Development Ordinance requires for public roads. The Board discussed that the roads should be built to Village standards.

11. ADJOURNMENT

There being no further public business to discuss, a motion to adjourn from the public meeting was made by Trustee Allen and seconded by Trustee Redfield at 8:15 p.m. Voice vote carried unanimously, Aye (5). 0-nays, 0-abstained.

Respectfully submitted,

Kelly Mastera

Kelly Mastera, Village Clerk

Department: 00 GENERAL FUND

COMMUNITY UNIT SCHOOL	DUE TO SCHOOL	140,261.00
COMPASS MINERALS AMERICA	MFT RESOLUTION	13,954.68
FOX RIVER VALLEY PUBLIC	DUE TO LIBRARY	4,042.00
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE DENTAL CONTRIBUTION	3,019.72
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE HEALTH INS. CONTRIBUT	42,432.02
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE LIFE INSURANCE	98.74
PADDOCK PUBLICATIONS	ESCROWS PAYABLE	69.00
ROBINSON ENGINEERING, LTD.	ESCROWS PAYABLE	26,093.00
Total: 00 GENERAL FUND		229,970.16

Department: 01 ADMINISTRATIVE

AT&T U-VERSE	COMMUNICATIONS	68.06
B&B NETWORKS, INC.	COMMUNICATIONS	82.74
BENEFIT PLANNING CONSULTANTS,	GROUP HEALTH INS	100.00
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	891.25
RICHARD SPINKER	CONTRACTUAL SERVICES	140.00
TESKA ASSOCIATES INC	VILLAGE PLANNER SERVICES	3,044.72
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL PRINCIPAL	2,381.34
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL INTEREST	1,129.20
WAREHOUSE DIRECT, INC	CAPITAL EQUIPMENT	4,023.40
Total: 01 ADMINISTRATIVE		11,860.71

Department: 02 POLICE

ACTION AUTO WORKS INC	MAINTENANCE VEHICLES	3,292.49
ARROWHEAD SCIENTIFIC	OPERATING EXPENSE	195.71
B&B NETWORKS, INC.	COMMUNICATIONS	82.74
BEAR AUTO GROUP	MAINTENANCE VEHICLES	149.95
CRITICAL REACH	CONTRACTUAL SERVICES	275.00
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	38.75
RICHARD SPINKER	CONTRACTUAL SERVICES	315.00
SWIFT WASH, LLC	MAINTENANCE VEHICLES	108.00
ULTRA STROBE COMMUNICATIONS	CAPITAL EQUIPMENT	7,094.31
VERIZON WIRELESS	COMMUNICATIONS	281.08
Total: 02 POLICE		11,833.03

Department: 03 PUBLIC WORKS

B&B NETWORKS, INC.	COMMUNICATIONS	82.74
CAM-VAC INC	MAINTENANCE STREETS	1,950.00
CENTURY SPRINGS	CONTRACTUAL SERVICES	32.46
COMMONWEALTH EDISON	STREETLIGHTING	22.42
FOX VALLEY FIRE AND SAFETY	CONTRACTUAL SERVICES	67.00
FOX VALLEY SECURITY SYSTEMS	CONTRACTUAL SERVICES	282.00
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	37.45
MEYER SIGNS, INC	MAINTENANCE VEHICLES	744.00
NAPA AUTO PARTS	MAINTENANCE VEHICLES	53.46
RICHARD SPINKER	CONTRACTUAL SERVICES	140.00
Total: 03 PUBLIC WORKS		3,411.53

Department: 04 BUILDING

ROBINSON ENGINEERING, LTD.	BUILDING PERMIT EXPENSE	1,240.00
SAFEBUILT, LLC	BUILDING PERMIT EXPENSE	8,685.58
Total: 04 BUILDING		9,925.58

Department: 06 PARKS

AEP ENERGY	UTILITIES	71.17
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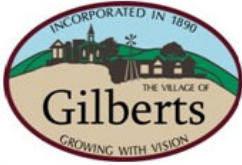
Total: 06 PARKS 71.17

Department: 10 WATER SYSTEMS

B&B NETWORKS, INC.	COMMUNICATIONS	82.74
COMMONWEALTH EDISON	UTILITIES	3,041.69
CONSTELLATION NEWENERGY, INC	UTILITIES	236.60
DIXON ENGINEERING, INC	OUTSIDE SERVICES	7,800.00
MCMASTER-CARR SUPPLY COMPANY	MAINTENANCE PARTS & MATERIALS	152.83
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	85.33
MIDWEST SALT	BRINE HAULING EXPENSES	6,425.90
NICOR	UTILITIES	1,308.69
PACE ANALYTICAL SERVICES	LABORATORY TESTING	272.20
THIRD MILLENNIUM ASSOCIATES	PRINTING	38.00
USA BLUEBOOK	MAINTENANCE PARTS & MATERIALS	184.86
Total: 10 WATER SYSTEMS		19,628.84

Department: 20 WASTEWATER SYSTEMS

ALEXANDER CHEMICAL CORPORATION	CHEMICALS	8,944.50
CONSTELLATION NEWENERGY, INC	UTILITIES	503.35
FOX VALLEY FIRE AND SAFETY	MAINTENANCE PARTS & MATERIALS	1,984.06
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	85.33
NICOR	UTILITIES	788.33
THIRD MILLENNIUM ASSOCIATES	PRINTING	37.99
Total: 20 WASTEWATER SYSTEMS		12,343.56
*** GRAND TOTAL ***		299,044.58



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To: President Zambetti and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: March 7, 2023 Village Board Meeting
Re: Items 5.B: Village of Gilberts Resolution in Support of Tax Increment Financing

There have been several pieces of legislation introduced in Springfield this session dealing with Tax Increment Financing. Several of the proposed pieces of legislation have the potential to weaken and or diminish municipal authority in administering TIF programs. IML has been requesting municipalities consider adopting general resolutions in support of TIFs. The Village has been successfully utilizing two different TIF districts to help economic development and spur redevelopment. The proposed resolution simply urges the legislature and Governor to maintain and protect TIFs in their current form.

RESOLUTION 05- 2023

**A RESOLUTION OF THE VILLAGE OF GILBERTS
IN SUPPORT OF TAX INCREMENT FINANCING**

WHEREAS, the Village of Gilberts (“*Village*”) has the responsibility to promote economic development and revitalization of underperforming areas within the Village; and

WHEREAS, the Village recognizes that Tax Increment Financing (TIF) is a means to address areas of blight, support development and promote local job creation and retention; and

WHEREAS, TIF incentives directly contribute to the expansion of the local tax base and attracts private development and new businesses to the Village; and

WHEREAS, the availability of TIF is a critical mechanism to spur economic development for the Village; and

WHEREAS, the President and Board of Trustees of the Village find that the availability of TIF as an economic development tool is essential for the continuing economic vitality of the Village.

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

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. The Village of Gilberts urges the Illinois General Assembly and Governor to protect TIF in its current form as a valuable economic development tool without additional restrictions on municipal governments and the communities they serve.

Section 3. The Village Clerk is direct to forward a copy of this Resolution to the Illinois Municipal League.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 7th day of March, 2023.

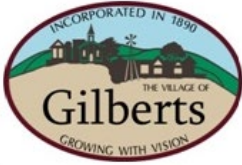
	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee David LeClercq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

APPROVED this 7th day of March, 2023.

(SEAL)

Guy Zambetti, Village President

ATTEST: _____
Kelly Mastera, Village Clerk



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To: President Zambetti and Board of Trustees
Cc: Brian Bourdeau, Village Administrator
From: Kelly Mastera, Village Clerk
Date: March 7, 2023 Village Board Meeting
Re: Items 5. C, D, & E: CY2023 Recreational Programming Agreements with Tri Cities Travel, Bison Baseball, and Golden Corridor Family YMCA

Staff has brought forward the Recreational Programming Agreements for Tri Cities Travel, Bison Baseball, and Golden Corridor Family YMCA along with their requested field use schedules. As previously mentioned, the schedules presented before the Board do not conflict with each other.

VILLAGE OF GILBERTS

RESOLUTION 06-2023

A RESOLUTION APPROVING THE 2023 RECREATIONAL PROGRAMMING AGREEMENT WITH TRI CITIES TRAVEL

WHEREAS, Tri Cities Travel is a non-for-profit corporation that provides youth travel baseball and softball programs (the “*Recreational Activities*”); and

WHEREAS, Programmer desires to use a certain field owned by the Village located at Gilberts Town Center Park on Columbia Drive and Memorial Park on Tyrrell Road (collectively, the “*Fields*”) for Programmer’s recreational activities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and Programmer desire to enter into a Recreational Programming Agreement, a copy of which is attached to this Resolution as **Exhibit A** (the “*Programming Agreement*”), to enhance the recreational opportunities within the Village by allowing the Programmer to use the Fields on the terms and conditions set forth therein.

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

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

Section 2. **Approval; Authorization.** The Village Board of Trustees hereby approves the Programming Agreement and authorizes the Village President and Village Clerk to execute the Programming Agreement on behalf of the Village and such other documents as are necessary.

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

PASSED BY THE BOARD OF TRUSTEES this 7th day of March, 2023 by roll call vote as follows:

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

APPROVED THIS 7TH DAY OF MARCH, 2023.

Guy Zambetti, Village President

(SEAL)

ATTEST: _____
Kelly Mastera, Village Clerk

EXHIBIT A
Programming Agreement

**VILLAGE OF GILBERTS
2023 RECREATIONAL PROGRAMMING AGREEMENT**

THIS RECREATIONAL PROGRAMMING AGREEMENT (“*Agreement*”) is made this _____ day of _____, 2023 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and Tri Cities Travel Baseball and Softball LLC (hereinafter referred to as the “*Programmer*”).

RECITALS

WHEREAS, Programmer is a duly registered not-for-profit corporation that provides youth travel baseball and softball (the “*Recreational Activities*”); and

WHEREAS, Programmer desires to use certain fields owned by the Village located at the Gilberts Town Center Park on Columbia Drive and Memorial Park Field on Tyrell Road (the “*Fields*”) for Programmer’s recreational activities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and Programmer desire to enter into this Agreement to enhance the recreational opportunities within the Village by allowing the Programmer to use the Fields on the terms and conditions set forth herein.

NOW THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Programmer agree as follows:

A. RECITALS. The above recitals are hereby incorporated into and made part of this Agreement.

B. FIELD USAGE. For calendar year 2023, the Village will permit Programmer to conduct the Recreational Activities on the Fields in accordance with the schedule attached hereto as *Exhibit A*. Programmer will have no rights to use the Fields outside of the dates and times identified on Exhibit A. If Programmer desires to amend the schedule attached as Exhibit A to add or modify dates, Programmer must make such a request to the Village Administrator no less than two (2) weeks prior to the requested date change. The Village Administrator may then add, remove, or modify the schedule attached as Exhibit A without further action of the Village Board.

C. VILLAGE RESPONSIBILITIES. The Village agrees to provide the following services for the Fields:

1. The Village will provide porta-potties or similar temporary restroom accommodations at the Fields.
2. The Village will periodically mow the Fields at its own expense.

3. The Village will provide garbage bins at the Fields and will arrange for periodic garbage pick-up.
4. The Village's designated non-emergency contact as for questions regarding the Fields is Wade Kretsinger, Public Works Director, who may be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at 847-428-2861.

D. PROGRAMMER OBLIGATIONS. Programmer will be responsible for the following:

1. Programmer will provide all necessary equipment for the Recreational Activities.
2. Programmer will restore the Fields after each use to the same condition as Programmer found the Fields, including the removal of any garbage or debris (water bottles, paper, etc.) as reasonably determined by the Village's Public Works Director.
3. Programmer may not store any equipment at the Fields without the express written consent of the Village.
4. Programmer will be responsible for inspecting the Fields and determining whether they are safe and suitable for the Recreational Activities.
5. Programmer will be responsible for monitoring weather conditions while using the Fields, and will be responsible for determining if the Recreational Activities should be suspended or cancelled due to inclement or dangerous weather.
6. Programmer will be responsible for any and all equipment or other personal property brought onto the Fields by Programmer or the participants in the Recreational Activities. The Village will not be responsible for any lost, damaged, or stolen property brought onto the Fields.
7. Programmer will comply with all applicable local, state, and federal laws applicable to Programmer and the Recreational Activities. Programmer will not discriminate or refuse to allow an individual to participate in the Recreational Activities on basis of race, creed, color, sex, sexual orientation, military service status, age, national origin, matriculation, disability, or any other class protected by local, state, or federal law.
8. Programmer will be responsible for the safety of all participants in the Recreational Activities, including ensuring all of Programmer's employees and volunteers are qualified and capable of supervising the Recreational Activities.
9. Programmer must include the Village of Gilberts as a released party in the Programmer's waiver and release of liability for participants in the Recreational Activities. Programmer must provide the form waiver and release of liability for the Village's review and approval before Programmer uses the Fields.

E. TERM OF AGREEMENT. This Agreement shall be in effect from April 4, 2023 to June 29, 2023. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in breach of its obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.

F. INDEMNIFICATION. Programmer will, and hereby agrees to, hold harmless, indemnify, and defend the Village, its officers, employees, agents, volunteers, and representatives, from and against any and all liability, claims, demands, or causes of action, costs, or expenses, including, but not limited to, attorneys' fees, arising out of or related to (i) the acts and/or omissions of Programmer or Programmer's employees, agents, or volunteers, (ii) the use of the Fields by Programmer or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Fields during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Programmer will similarly hold harmless, indemnify, and defend the Village from any and all liability, claims, demands, or causes of action, costs, or expenses, including but not limited to attorneys' fees, incurred by reason of Programmer's breach of any of its obligations under this Agreement.

G. INSURANCE. Programmer will carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$2,000,000.00. Programmer will add the Village as an additional insured party on any policy for the use of the Fields by Programmer. Programmer will provide a certificate of insurance evidencing such coverage to the Village Clerk prior to any use of the Fields by Programmer.

H. MISCELLANEOUS.

1. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether oral or written, of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties, and dated after the date hereof.
2. Programmer may not assign this Agreement without the express written consent of the Village.
3. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement
4. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any legal action commenced with respect to this

Agreement shall be commenced and prosecuted only in a court of proper jurisdiction in Kane County, Illinois.

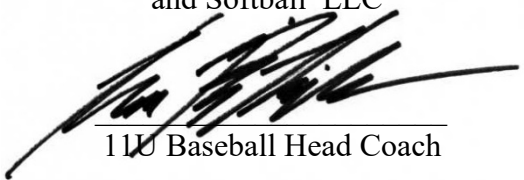
6. This Agreement is not intended, and shall not be construed, to create any partnership or joint venture between the Village and Programmer.
7. In the event that any party must take action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees, court costs, and any other collection costs.
8. This Agreement is made solely between the Parties, and is not intended, and shall not be construed, to create any rights of, or duties or obligations to, any third party.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date written above.

Village of Gilberts

Tri-Cities Travel Baseball
and Softball LLC

Guy Zambetti, Village President



11U Baseball Head Coach

EXHIBIT A

Schedule of Recreational Activities

Memorial Park

355 Tyrrell Rd, Gilberts, IL 60136

Date	Time:
Tuesday, April 4, 2023	5:00pm – 8:00pm
Tuesday, April 11, 2023	5:00pm – 8:00pm
Tuesday, April 18, 2023	5:00pm – 8:00pm
Tuesday, April 25, 2023	5:00pm – 8:00pm
Tuesday, May 2, 2023	5:00pm – 8:00pm
Tuesday, May 9, 2023	5:00pm – 8:00pm
Tuesday, May 16, 2023	5:00pm – 8:00pm
Tuesday, May 23, 2023	5:00pm – 8:00pm
Tuesday, May 30, 2023	5:00pm – 8:00pm
Tuesday, June 6, 2023	5:00pm – 8:00pm
Tuesday, June 13, 2023	5:00pm – 8:00pm
Tuesday, June 20, 2023	5:00pm – 8:00pm
Tuesday, June 27, 2023	5:00pm – 8:00pm

Date	Time:
Thursday, April 6, 2023	5:00pm – 8:00pm
Thursday, April 13, 2023	5:00pm – 8:00pm
Thursday, April 20, 2023	5:00pm – 8:00pm
Thursday, April 27, 2023	5:00pm – 8:00pm
Thursday, May 4, 2023	5:00pm – 8:00pm
Thursday, May 11, 2023	5:00pm – 8:00pm
Thursday, May 18, 2023	5:00pm – 8:00pm
Thursday, May 25, 2023	5:00pm – 8:00pm
Thursday, June 1, 2023	5:00pm – 8:00pm
Thursday, June 8, 2023	5:00pm – 8:00pm
Thursday, June 15, 2023	5:00pm – 8:00pm
Thursday, June 22, 2023	5:00pm – 8:00pm
Thursday, June 29, 2023	5:00pm – 8:00pm

Town Center Park

301 Columbia Lane, Gilberts, IL 60136

Date	Time:
Tuesday, April 4, 2023	5:00pm – 8:00pm
Tuesday, April 11, 2023	5:00pm – 8:00pm
Tuesday, April 18, 2023	5:00pm – 8:00pm
Tuesday, April 25, 2023	5:00pm – 8:00pm
Tuesday, May 2, 2023	5:00pm – 8:00pm
Tuesday, May 9, 2023	5:00pm – 8:00pm
Tuesday, May 16, 2023	5:00pm – 8:00pm
Tuesday, May 23, 2023	5:00pm – 8:00pm
Tuesday, May 30, 2023	5:00pm – 8:00pm
Tuesday, June 6, 2023	5:00pm – 8:00pm
Tuesday, June 13, 2023	5:00pm – 8:00pm
Tuesday, June 20, 2023	5:00pm – 8:00pm
Tuesday, June 27, 2023	5:00pm – 8:00pm

Date	Time:
Thursday, April 6, 2023	5:00pm – 8:00pm
Thursday, April 13, 2023	5:00pm – 8:00pm
Thursday, April 20, 2023	5:00pm – 8:00pm
Thursday, April 27, 2023	5:00pm – 8:00pm
Thursday, May 4, 2023	5:00pm – 8:00pm
Thursday, May 11, 2023	5:00pm – 8:00pm
Thursday, May 18, 2023	5:00pm – 8:00pm
Thursday, May 25, 2023	5:00pm – 8:00pm
Thursday, June 1, 2023	5:00pm – 8:00pm
Thursday, June 8, 2023	5:00pm – 8:00pm
Thursday, June 15, 2023	5:00pm – 8:00pm
Thursday, June 22, 2023	5:00pm – 8:00pm
Thursday, June 29, 2023	5:00pm – 8:00pm

EXHIBIT B

Programmer Contact Information

Organization Name	Tri Cities Travel Baseball and Softball LLC
Website	tricitystravel.org
President	Jason Cody
Phone	464-300-9540
Address	4307 Northgate Dr Carpentersville, IL 60110
Email	jgcody@comcast.net
Point of Contact	Kurt Kojzarek
Title	11U Head Coach
Phone	847-791-5120
Address	196 Woodland Park Circle Gilberts, IL 60136
Email	kkojzarek@hotmail.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804	CONTACT NAME: Mass Merchandising Underwriting	
	PHONE (A/C, No, Ext): 1-800-426-2889	FAX (A/C, No): 1-260-459-5105
E-MAIL ADDRESS: info@sportsinsurance-kk.com		
PRODUCER CUSTOMER ID:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Tri Cities Travel Baseball and Softball LLC 4307 Northgate Dr Carpentersville, IL 60110 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Nationwide Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** U00027129 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG000007788000	01/02/2023 12:01 AM EDT	01/02/2024 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 Legal Liability to Participants \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Not provided while in Hawaii.HAWAII			6BRPG000007788000	01/02/2023 12:01 AM EDT	01/02/2024 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG000007788000	01/02/2023 12:01 AM EDT	01/02/2024 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Legal Liability to Participants (LLP) limit is a per occurrence limit.
Sport(s): Baseball Age(s): 12 & Under, 13-15; Softball Age(s): 12 & Under
The Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER Village of Gilberts 87 Galligan Road Gilberts, IL 60136 Owner/Manager/Lessor of Premises	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Village of Gilberts 87 Galligan Road Gilberts, IL 60136
Named Insured: Tri Cities Travel Baseball and Softball LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

VILLAGE OF GILBERTS

RESOLUTION 07-2023

A RESOLUTION APPROVING THE 2023 RECREATIONAL PROGRAMMING AGREEMENT WITH BISON BASEBALL

WHEREAS, Bison Baseball is a non-for-profit corporation that provides youth baseball programs (the “*Recreational Activities*”); and

WHEREAS, Programmer desires to use a certain field owned by the Village located at Gilberts Town Center Park on Columbia Drive, Waitcus Field on Route 72, and Memorial Park on Tyrrell Road (collectively, the “*Fields*”) for Programmer’s recreational activities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and Programmer desire to enter into a Recreational Programming Agreement, a copy of which is attached to this Resolution as **Exhibit A** (the “*Programming Agreement*”), to enhance the recreational opportunities within the Village by allowing the Programmer to use the Fields on the terms and conditions set forth therein.

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

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

Section 2. **Approval; Authorization.** The Village Board of Trustees hereby approves the Programming Agreement and authorizes the Village President and Village Clerk to execute the Programming Agreement on behalf of the Village and such other documents as are necessary.

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

PASSED BY THE BOARD OF TRUSTEES this 7th day of March, 2023 by roll call vote as follows:

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

APPROVED THIS 7TH DAY OF MARCH, 2023.

Guy Zambetti, Village President

(SEAL)

ATTEST: _____
Kelly Mastera, Village Clerk

EXHIBIT A
Programming Agreement

**VILLAGE OF GILBERTS
2023 RECREATIONAL PROGRAMMING AGREEMENT**

THIS RECREATIONAL PROGRAMMING AGREEMENT (“*Agreement*”) is made this _____ day of _____, 2023 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and Bison Baseball (hereinafter referred to as the “*Programmer*”).

RECITALS

WHEREAS, Programmer is a duly registered not-for-profit corporation that provides youth travel baseball (the “*Recreational Activities*”); and

WHEREAS, Programmer desires to use certain fields owned by the Village located at the Gilberts Town Center Park on Columbia Drive, Waitcus Field on Route 72, and Memorial Park Field on Tyrell Road (the “*Fields*”) for Programmer’s recreational activities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and Programmer desire to enter into this Agreement to enhance the recreational opportunities within the Village by allowing the Programmer to use the Fields on the terms and conditions set forth herein.

NOW THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Programmer agree as follows:

A. RECITALS. The above recitals are hereby incorporated into and made part of this Agreement.

B. FIELD USAGE. For calendar year 2023, the Village will permit Programmer to conduct the Recreational Activities on the Fields in accordance with the schedule attached hereto as *Exhibit A*. Programmer will have no rights to use the Fields outside of the dates and times identified on Exhibit A. If Programmer desires to amend the schedule attached as Exhibit A to add or modify dates, Programmer must make such a request to the Village Administrator no less than two (2) weeks prior to the requested date change. The Village Administrator may then add, remove, or modify the schedule attached as Exhibit A without further action of the Village Board.

C. VILLAGE RESPONSIBILITIES. The Village agrees to provide the following services for the Fields:

1. The Village will provide porta-potties or similar temporary restroom accommodations at the Fields.
2. The Village will periodically mow the Fields at its own expense.

3. The Village will provide garbage bins at the Fields and will arrange for periodic garbage pick-up.
4. The Village's designated non-emergency contact as for questions regarding the Fields is Wade Kretsinger, Public Works Director, who may be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at 847-428-2861.

D. PROGRAMMER OBLIGATIONS. Programmer will be responsible for the following:

1. Programmer will provide all necessary equipment for the Recreational Activities.
2. Programmer will restore the Fields after each use to the same condition as Programmer found the Fields, including the removal of any garbage or debris (water bottles, paper, etc.) as reasonably determined by the Village's Public Works Director.
3. Programmer may not store any equipment at the Fields without the express written consent of the Village.
4. Programmer will be responsible for inspecting the Fields and determining whether they are safe and suitable for the Recreational Activities.
5. Programmer will be responsible for monitoring weather conditions while using the Fields, and will be responsible for determining if the Recreational Activities should be suspended or cancelled due to inclement or dangerous weather.
6. Programmer will be responsible for any and all equipment or other personal property brought onto the Fields by Programmer or the participants in the Recreational Activities. The Village will not be responsible for any lost, damaged, or stolen property brought onto the Fields.
7. Programmer will comply with all applicable local, state, and federal laws applicable to Programmer and the Recreational Activities. Programmer will not discriminate or refuse to allow an individual to participate in the Recreational Activities on basis of race, creed, color, sex, sexual orientation, military service status, age, national origin, matriculation, disability, or any other class protected by local, state, or federal law.
8. Programmer will be responsible for the safety of all participants in the Recreational Activities, including ensuring all of Programmer's employees and volunteers are qualified and capable of supervising the Recreational Activities.
9. Programmer must include the Village of Gilberts as a released party in the Programmer's waiver and release of liability for participants in the Recreational Activities. Programmer must provide the form waiver and release of liability for the Village's review and approval before Programmer uses the Fields.

E. TERM OF AGREEMENT. This Agreement shall be in effect from March 27, 2023 to July 23, 2023. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in breach of its obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.

F. INDEMNIFICATION. Programmer will, and hereby agrees to, hold harmless, indemnify, and defend the Village, its officers, employees, agents, volunteers, and representatives, from and against any and all liability, claims, demands, or causes of action, costs, or expenses, including, but not limited to, attorneys' fees, arising out of or related to (i) the acts and/or omissions of Programmer or Programmer's employees, agents, or volunteers, (ii) the use of the Fields by Programmer or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Fields during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Programmer will similarly hold harmless, indemnify, and defend the Village from any and all liability, claims, demands, or causes of action, costs, or expenses, including but not limited to attorneys' fees, incurred by reason of Programmer's breach of any of its obligations under this Agreement.

G. INSURANCE. Programmer will carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$2,000,000.00. Programmer will add the Village as an additional insured party on any policy for the use of the Fields by Programmer. Programmer will provide a certificate of insurance evidencing such coverage to the Village Clerk prior to any use of the Fields by Programmer.

H. MISCELLANEOUS.

1. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether oral or written, of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties, and dated after the date hereof.
2. Programmer may not assign this Agreement without the express written consent of the Village.
3. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement
4. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any legal action commenced with respect to this

Agreement shall be commenced and prosecuted only in a court of proper jurisdiction in Kane County, Illinois.

6. This Agreement is not intended, and shall not be construed, to create any partnership or joint venture between the Village and Programmer.
7. In the event that any party must take action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees, court costs, and any other collection costs.
8. This Agreement is made solely between the Parties, and is not intended, and shall not be construed, to create any rights of, or duties or obligations to, any third party.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date written above.

Village of Gilberts

Bison Baseball

Guy Zambetti, Village President

President Greg Schane

EXHIBIT A

Schedule of Recreational Activities

Town Center Park

301 Columbia Lane, Gilberts, IL 60136

Between the weeks of March 27, 2023 – July 17, 2023

Mondays 4:00 p.m. – 8:00 p.m.

Wednesdays 4:00 p.m. – 8:00 p.m.

Fridays 4:00 p.m. – 8:00 p.m.

Saturdays 8:00 a.m. – 8:00 p.m.

Sundays 10:00 a.m. – 8:00 p.m.

(Saturdays and Sundays not being used due to the teams traveling are 4/29,4/30...5/27,5/28...6/3,6/4...7/1,7/2...7/8,7/9...7/15,7/16)

Waitcus Park

Route 72/Railroad Street, Gilberts, IL 60136

Between the weeks of March 27, 2023 – July 17, 2023

Tuesdays 4:00 p.m. - 8:00 p.m.

Wednesdays 4:00 p.m. - 8:00 p.m.

Saturdays 11:00 a.m. – 5:00 p.m.

Sundays 11:00 a.m. – 5:00 p.m.

(Saturdays/Sundays not being used due to the team traveling are - 4/22, 5/6, 5/27, 6/24, 7/1)

Memorial Park

355 Tyrrell Rd, Gilberts, IL 60136

Between the weeks of March 27, 2023 – July 17, 2023

Mondays 4:00 p.m. - 8:00 p.m.

Wednesdays 4:00 p.m. - 8:00 p.m.

Saturdays 11:00 a.m. – 8:00 p.m.

Sundays 11:00 a.m. – 8:00 p.m.

(Saturdays and Sundays not being used due to the teams traveling are - 4/29,4/30...5/27,5/28...6/3,6/4...7/1,7/2...7/8,7/9...7/15,7/16)

EXHIBIT B

Programmer Contact Information

Organization Name	Bison Baseball
Website	http://www.bisonbaseballteams.com/
President/ Point of Contact	Greg Schane
Phone	847-721-5705
Email	bisonbaseball@ymail.com

VILLAGE OF GILBERTS

RESOLUTION 08-2023

A RESOLUTION APPROVING THE 2023 RECREATIONAL PROGRAMMING AGREEMENT WITH GOLDEN CORRIDOR FAMILY YMCA

WHEREAS, Golden Corridor Family YMCA is a non-for-profit corporation that provides youth soccer and flag football programs (the “*Recreational Activities*”); and

WHEREAS, Programmer desires to use certain fields owned by the Village located at Gilberts Town Center Park on Columbia Drive for Programmer’s recreational activities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and Programmer desire to enter into a Recreational Programming Agreement, a copy of which is attached to this Resolution as **Exhibit A** (the “*Programming Agreement*”), to enhance the recreational opportunities within the Village by allowing the Programmer to use the Field on the terms and conditions set forth therein.

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

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

Section 2. **Approval; Authorization.** The Village Board of Trustees hereby approves the Programming Agreement and authorizes the Village President and Village Clerk to execute the Programming Agreement on behalf of the Village and such other documents as are necessary.

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

PASSED BY THE BOARD OF TRUSTEES this 7th day of March, 2023 by roll call vote as follows:

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

APPROVED THIS 7TH DAY OF MARCH, 2023.

Guy Zambetti, Village President

(SEAL)

ATTEST: _____
Kelly Mastera, Village Clerk

EXHIBIT A
Programming Agreement

**VILLAGE OF GILBERTS
2023 RECREATIONAL PROGRAMMING AGREEMENT**

THIS RECREATIONAL PROGRAMMING AGREEMENT (“*Agreement*”) is made this _____ day of _____, 2023 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and Golden Corridor Family YMCA (hereinafter referred to as the “*Programmer*”).

RECITALS

WHEREAS, Programmer is a duly registered not-for-profit corporation that provides youth soccer and flag football programs (the “*Recreational Activities*”); and

WHEREAS, Programmer desires to use certain fields owned by the Village located at the Gilberts Town Center Park on Columbia Drive (the “*Fields*”) for Programmer’s recreational activities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and Programmer desire to enter into this Agreement to enhance the recreational opportunities within the Village by allowing the Programmer to use the Fields on the terms and conditions set forth herein.

NOW THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Programmer agree as follows:

A. RECITALS. The above recitals are hereby incorporated into and made part of this Agreement.

B. FIELD USAGE. For calendar year 2023, the Village will permit Programmer to conduct the Recreational Activities on the Fields in accordance with the schedule attached hereto as *Exhibit A*. Programmer will have no rights to use the Fields outside of the dates and times identified on Exhibit A. If Programmer desires to amend the schedule attached as Exhibit A to add or modify dates, Programmer must make such a request to the Village Administrator no less than two (2) weeks prior to the requested date change. The Village Administrator may then add, remove, or modify the schedule attached as Exhibit A without further action of the Village Board.

C. VILLAGE RESPONSIBILITIES. The Village agrees to provide the following services for the Fields:

1. The Village will provide porta-potties or similar temporary restroom accommodations at the Fields.
2. The Village will periodically mow the Fields at its own expense.

3. The Village will provide garbage bins at the Fields and will arrange for periodic garbage pick-up.
4. The Village's designated non-emergency contact as for questions regarding the Fields is Wade Kretsinger, Public Works Director, who may be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at 847-428-2861.

D. PROGRAMMER OBLIGATIONS. Programmer will be responsible for the following:

1. Programmer will provide all necessary equipment for the Recreational Activities.
2. Programmer will restore the Fields after each use to the same condition as Programmer found the Fields, including the removal of any garbage or debris (water bottles, paper, etc.) as reasonably determined by the Village's Public Works Director.
3. Programmer may not store any equipment at the Fields without the express written consent of the Village.
4. Programmer will be responsible for inspecting the Fields and determining whether they are safe and suitable for the Recreational Activities.
5. Programmer will be responsible for monitoring weather conditions while using the Fields, and will be responsible for determining if the Recreational Activities should be suspended or cancelled due to inclement or dangerous weather.
6. Programmer will be responsible for any and all equipment or other personal property brought onto the Fields by Programmer or the participants in the Recreational Activities. The Village will not be responsible for any lost, damaged, or stolen property brought onto the Fields.
7. Programmer will comply with all applicable local, state, and federal laws applicable to Programmer and the Recreational Activities. Programmer will not discriminate or refuse to allow an individual to participate in the Recreational Activities on basis of race, creed, color, sex, sexual orientation, military service status, age, national origin, matriculation, disability, or any other class protected by local, state, or federal law.
8. Programmer will be responsible for the safety of all participants in the Recreational Activities, including ensuring all of Programmer's employees and volunteers are qualified and capable of supervising the Recreational Activities.
9. Programmer must include the Village of Gilberts as a released party in the Programmer's waiver and release of liability for participants in the Recreational Activities. Programmer must provide the form waiver and release of liability for the Village's review and approval before Programmer uses the Fields.

E. TERM OF AGREEMENT. This Agreement shall be in effect from May 1, 2023 to August 11, 2023. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in breach of its obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.

F. INDEMNIFICATION. Programmer will, and hereby agrees to, hold harmless, indemnify, and defend the Village, its officers, employees, agents, volunteers, and representatives, from and against any and all liability, claims, demands, or causes of action, costs, or expenses, including, but not limited to, attorneys' fees, arising out of or related to (i) the acts and/or omissions of Programmer or Programmer's employees, agents, or volunteers, (ii) the use of the Fields by Programmer or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Fields during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Programmer will similarly hold harmless, indemnify, and defend the Village from any and all liability, claims, demands, or causes of action, costs, or expenses, including but not limited to attorneys' fees, incurred by reason of Programmer's breach of any of its obligations under this Agreement.

G. INSURANCE. Programmer will carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$2,000,000.00. Programmer will add the Village as an additional insured party on any policy for the use of the Fields by Programmer. Programmer will provide a certificate of insurance evidencing such coverage to the Village Clerk prior to any use of the Fields by Programmer.

H. MISCELLANEOUS.

1. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether oral or written, of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties, and dated after the date hereof.
2. Programmer may not assign this Agreement without the express written consent of the Village.
3. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement
4. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any legal action commenced with respect to this

Agreement shall be commenced and prosecuted only in a court of proper jurisdiction in Kane County, Illinois.

6. This Agreement is not intended, and shall not be construed, to create any partnership or joint venture between the Village and Programmer.
7. In the event that any party must take action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees, court costs, and any other collection costs.
8. This Agreement is made solely between the Parties, and is not intended, and shall not be construed, to create any rights of, or duties or obligations to, any third party.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date written above.

Village of Gilberts

Golden Corridor Family YMCA

Guy Zambetti, Village President

(Authorized Signatory)

EXHIBIT A

Schedule of Recreational Activities

Town Center Park

301 Columbia Lane, Gilberts, IL 60136

Soccer Programming (2 Sessions)

May 1, 2023 – August 25, 2023

Mondays 4:00 p.m. – 8:00 p.m.

Tuesdays 4:00 p.m. - 8:00 p.m.

Wednesdays 4:00 p.m. – 8:00 p.m.

Fridays 4:00 p.m. – 8:00 p.m.

Saturdays 8:00 a.m. – 2:00 p.m.

Flag Football (1 Session)

September 1, 2023 – November 4, 2023

Mondays 4:00 p.m. – 8:00 p.m.

Tuesdays 4:00 p.m. - 8:00 p.m.

Wednesdays 4:00 p.m. – 8:00 p.m.

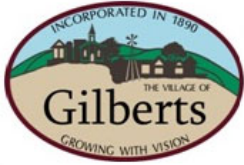
Fridays 4:00 p.m. – 8:00 p.m.

Saturdays 8:00 a.m. – 2:00 p.m.

EXHIBIT B

Programmer Contact Information

Organization Name	Golden Corridor Family YMCA
Website	https://www.gcfymca.org/
Point of Contact	Justin Genz
Title	Recreation and Healthy Living Director
Phone	847-888-7410 x 217
Address	50 N. McLean Blvd., Elgin, IL 60123
Email	justing@gcfymca.org



Village of Gilberts

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

To: President Zambetti and the Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: March 21, 2023 Village Board Meeting
Re: Item 5.F: A Motion to Ratify the NIMEC Joint Bid Electrical Contract for Water/Wastewater Facilities Previously Authorized by Resolution 02-2023

On February 7, 2023 the Village Board approved Resolution 02-2023 authorizing the Village to participate in the NIMEC bids for electrical suppliers for the water/wastewater facilities. Due to time constraints and required bidding procedures, Resolution 02-2023 authorized the Village Administrator to accept the bids and sign the contracts for a period of up to 36 months, with the contracts to be presented to the Board for ratification after execution. The bids were opened on Thursday, March 2, 2023 and the Village accepted a 2-year term. The attached contract with Dynergy is presented for ratification.

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



**ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable
Issued: March 1, 2023**

This offer is presented to **VILLAGE OF GILBERTS** (“Customer”) by **DYNEGY ENERGY SERVICES, LLC** (“Supplier”) and represents a price for Customer’s full requirement retail power (“Retail Power”) needs at the service location(s) listed in Table 2, each service location referred to as an (“Account”). Upon acceptance, this offer will become Exhibit A of Supplier’s Electric Service Agreement Terms and Conditions (“Agreement”), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility (“Utility”) noted in Table 1.

Table 1					
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Voluntary REC Quantity (%):
<input type="checkbox"/>	Q-02206008	May 2023	May 2024	\$0.05424	N/A
<input checked="" type="checkbox"/>	Q-02206009	May 2023	May 2025	\$0.05406	N/A
<input type="checkbox"/>	Q-02206010	May 2023	May 2026	\$0.05466	N/A
Utility:		ComEd			
Regional Transmission Organization (RTO):		PJM			
Broker Consultant (If blank, N/A):		NIMEC			

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards (“RPS”) requirements, if applicable, the charge for additional voluntary RECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power. Such RPS Charge imposed on alternative retail energy suppliers (“ARES”) are due to expire as of June 1, 2019 pursuant to the Future Energy Jobs Bill (SB 2814), as amended. As of June 1, 2019, DYNEGY ENERGY SERVICES, LLC will no longer charge RPS Charge.

Voluntary REC Quantity: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer’s obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Illinois, together with administrative and judicial decisions construing applicable provisions of the Illinois retail choice law, 220 ILCS 5/16-101 et al, and without regard to principles of conflicts of law.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

AH
AH

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

<p>DYNEGY ENERGY SERVICES, LLC</p> <p>By: <u>Michael Grimes</u> Name: <u>Michael Grimes</u> (Mar 2, 2023 11:18 CST) Title: <u>Manager, Third Party Channel Sales</u> Date: <u>Mar 2, 2023</u></p>	<p>VILLAGE OF GILBERTS</p> <p>By: <u>Brian Bourdeau</u> Name: <u>Brian Bourdeau</u> (Mar 2, 2023 10:59 CST) Title: <u>Village Administrator</u> Date: <u>Mar 2, 2023</u></p> <p>**Signatory certifies authorization to enter in to this Agreement</p>
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BILLING AND NOTICE INFORMATION			
FEIN or DUNS#: _____			
<input checked="" type="checkbox"/> Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.			
If applicable, see Section 4 of the Terms & Conditions for below:			
<input checked="" type="checkbox"/> Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.			
<input type="checkbox"/> Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.			
<u>Invoices</u>		<u>Notices</u>	
(Complete below section)			
Attn:	<u>Accounts Payable</u>	Attn:	<u>Brian Bourdeau</u>
Address:	<u>IL</u>	Address:	<u>87 Galligan Rd</u> <u>GILBERTS, IL 60136</u>
E-mail:	_____	E-mail:	<u>bbourdeau@villageofgilberts.com</u>
Phone:	_____	Phone:	_____
<u>Sales Contact</u>		<u>Notices/Inquires</u>	
Name:	<u>Angie Ward</u>	Attn:	<u>Customer Care</u>
Address:	<u>1500 Eastport Plaza Dr</u> <u>Collinsville</u> <u>IL 62234</u>	Address:	<u>6555 Sierra Drive</u> <u>Irving</u> <u>TX 75039</u>
E-mail:	<u>angie.ward@vistraenergy.com</u>	E-mail:	<u>ContractLegal12@vistraenergy.com</u>
Phone:	_____	Phone:	<u>844-441-0716 Option-3</u>

Upon execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to ContractLegal12@vistraenergy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
VILLAGE OF GILBERTS AS OF 03/01/2023

TABLE 2			
Utility: ComEd			
	Account #	Bill Group	Service Location
1	0102152027	19	
2	0174022023	14	
3	0334044003	14	1235 Galligan Rd, Water Tower, Gilberts, IL
4	1411069005	12	45 Meadows Dr, Gilberts, IL
5	2223046055	14	584 Sleeping Bear, Gilberts, IL
6	2273150022	14	201 Raymond Dr Pump Rt/24, Lift Station, Gilberts, IL
7	2983009027	11	900 Glacial Falls Dr, Lift Station - Pod 4, Gilberts, IL
8	7761056032	11	196 Vallencia Pkwy, Lift Station, Gilberts, IL
9	8703076062	11	10 SilverTrail Pkwy, Lift Station2 - Pod 2, Gilberts, IL

**ELECTRIC SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within fourteen (14) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be fourteen (14) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make

payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming

Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of

any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Power Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this

Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the

terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

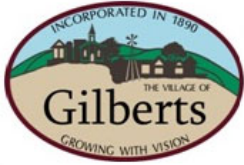
Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.

Signature: Andres Hernandez
Andres Hernandez (Mar 2, 2023 11:14 CST)

Email: contractlegal12@txu.com



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: March 7, 2023 Village Board Meeting
Re: FYE 12/31/2023 Draft Budget Transmittal

On behalf of Village Staff, we are pleased to present a draft Fiscal Year Ending 12/31/2023 (FYE 12/31/2023) Budget for Village Board consideration and discussion. The FYE 12/31/2023 Budget as presented represents an 8-month budget as the Village transitions its fiscal year to align with the calendar year. As such, there are several adjustments which have been made to both revenues and expenditures to accurately capture the anticipated needs over the timeframe of May 2023 – December 2023. The FYE 12/31/2023 draft budget is a balanced budget while continuing an emphasis on capital and building infrastructure investment. As you may recall, in FY2022, the Village was awarded \$1,099,019.64 in the American Recovery Plan Act (ARPA) for Coronavirus Local Fiscal Recovery Funds. Preliminary guidance issued by the US Treasury originally heavily restricted the use of the funds to water, wastewater, sanitary sewer and broadband projects. However, upon issuance of final guidance, the use of funds was expanded to cover a larger portion of municipal related capital projects due to a standard allowance analysis of revenue lost. Upon review the new guidance, Village staff revised proposed ARPA capital plan, which was approved as part of the current year budget and all projects are nearing completion.

The FYE 12/31/2023 Budget is presented in two general parts: (1) operations and (2) a five-year capital plan.

Overview of the Fiscal Year Ending 12/31/2023 Budget

The FYE 12/31/2023 Budget continues to seek efficiencies through the enhanced use of technology, as well as an investment in providing professional development opportunities to staff at all levels of the organization.

- Personnel:
 - A 3.0% contractual wage adjustment is contemplated in the proposed budget for the Police CBA. Similarly, a 3.0% cost-of-living adjustment (COLA) is included in the budget for all non-CBA personnel.
 - The Village's Group Health Insurance for medical is preliminarily anticipated to increase approximately 15.5% for the next renewal period while dental rates are anticipated to decrease by approximately 9.5%. The Village anticipates receiving final rates late March which may require an adjustment to the budget prior to adoption; however, the draft budget contemplates adjustments in line with the preliminary rates. As a supplemental note, the Village has the opportunity through IPBC to offer vision coverage to employees in our next open enrollment. This coverage would be offered at 100% employee pay and therefore, does not have any budgetary implications.
 - Police Pension Fund contribution of \$253,913. This represents 136% of the actuarial recommended contribution of \$186,531. During the 2023 tax levy discussion, the actuarial assumptions and findings were discussed. While the required actuarially determined contribution was down considerably it considers market returns for the time period being audited, which was

May 1, 2021 – April 30, 2022. Since then, the markets have taken a downward turn and rates are not expected to be as robust for the 2022-2023 period. With that in mind, it was recommended that the Village instead contribute the Total Recommended Contribution amount of \$253,913 rather than the Village Recommended Contribution of \$186,531 to help mitigate some of the expected increase next year.

- The FYE 12/31/2023 Budget also contemplates the following two personnel changes: (1) the addition of one full-time entry level Police Officer position and (2) the conversion of one of the two Public Works seasonal part-time positions to a permanent part-time position. Both of these will be discussed in more depth later in the memo.

- Goals

- Finalize and begin implementation of the Village’s updated Comprehensive Plan.
- Emphasis on continued staff professional development opportunities to ensure our employees are able to continue their professional growth and utilize those skills in their daily work.
- Develop and implement a storm sewer & sanitary sewer cleaning program defining priority areas, rotating schedule, and practical portion. Program should also include training program for new employees and continued refresher courses for current employees. This program should be shared and crafted between both divisions of Public Works considering current Village equipment, current Village infrastructure and future Village infrastructure. Plan should allow for quantifiable goal setting for the future; for example, setting a minimum linear footage for yearly cleaning. Focus: Village Infrastructure – Maintenance Program.
- Continue a Facilities Needs Assessment as the Village looks toward the future and future growth.

Overview of Projected FY 04/2023 Budget Position

Total Projected Fund Balances

Fund	FY 04/2023 Year-End Projected Fund Balance	Restricted Funds	Unrestricted Funds
01-GENERAL	\$7,645,808.09	\$3,219,036.00	\$4,426,772.09
20-WATER	\$5,681,709.34	\$307,153.74	\$5,374,555.60

Total Projected Impact Fee Account Balances

	Municipal Impact	Park Impact	Utility Fees
FY 04/2023			
TOTALS	\$814,991.02	\$659,808.85	\$66,944.65

General Fund

The General Fund, as presented, seeks to maintain current operating expenditure levels. Adjustments have been made to accounts to more accurately reflect historical actual amounts. FYE 04/30/2023 revenue projections were developed using a conservative approach and available trend data.

The General Fund for FYE 12/31/2023 does contemplate the addition of an additional full-time Police Officer. Over the past several years, the Village has continued to grow and calls for service have likewise been increasing. While the Village employs several part-time officers to assist in supplementing and covering full-time officer shifts, the Village is also working to be proactive in its staffing to ensure we are properly prepared for continued growth. In addition to growth, the Village, like all Illinois Police Departments, has been required to follow enhanced mandated professional training requirements due to the passage of the SAFE-T Act. This has added further administrative responsibilities and time requirements to the Department. The additional full-time Police Officer will allow the Chief of Police the flexibility to cover those responsibilities and send officers to the required mandated trainings throughout the year.

The other personnel change proposed for the FYE 12/31/2023 Budget is the conversion of one of the Summer Seasonal positions to a permanent part-time Public Works Laborer position. This would allow the Public Works Department the ability to fill the position and establish a set schedule year-round. The Village would require personnel filling the position to have, or the ability to obtain, a CDL to allow the position to assist in snow plow operations and operate all the Village’s heavy equipment/vehicles. The position would not accrue benefits, other than IMRF. The Village would still maintain one Summer Seasonal position to assist with Public Works duties during the summer months.

The proposed FYE 12/31/2023 Budget projects a General Fund surplus of \$382,425.

Description	FY 04/2023 Original Budget	FY 04/2023 Amended Budget	FY 04/2023 Actuals as of 2/28/2023	FYE 12/31/2023 Proposed
Revenue	\$5,750,856	\$5,570,856	\$6,103,436	\$3,935,144
Expenditure	\$5,468,988	\$5,468,988	\$4,870,697	\$3,552,719
Net Funds (Deficit)	\$281,868	\$281,868	\$1,232,739	\$382,425

Community Days Fund

The Community Days Fund is separate and distinct from the General Fund, and will provide for all the necessary accounting for Community Days. The fund had a May 1, 2022 audited fund balance of \$37,034.

Description	FY 04/2023 Budget	FY 04/2023 Actual as of 2/28/2023	FYE 12/31/2023 Proposed
Revenue	\$78,400	\$77,017	\$73,550
Expenditure	\$63,766	\$66,045	\$67,310
Net Funds (Deficit)	\$14,634	\$10,972	\$6,240

Public Infrastructure Fund (Road Improvement)

The Public Infrastructure Fund is used to more efficiently track and record revenues and expenditures related to public infrastructure improvements, namely road improvements. During FY2022, the Village issued \$4.09 million of bonds to fund a road program in Timber Trails and Timber Glen, which was completed in FY2023. You will note a deficit within the Public Infrastructure Fund for FY2023 which is due to the bond proceeds being received in FY2022 while the project took place primarily in FY2023. Owing to the highly competitive pricing the Village was able to secure on the road program in Timber Trails and Timber Glen, there are approximately \$1.6 million

in bond proceeds remaining. These proceeds must continue to be spent down to comply with the provisions of the bond documents. To that end the FYE 12/31/2023 Budget contemplates allocating a portion of the remaining bond proceeds as well as fund balance to the following projects:

- A) Wiley / Union Street Reconstruction to supplement the Rebuild Illinois Bond Proceeds in the amount of \$150,000
- B) Resurfacing of Tipperary Street within the Woodland Meadows subdivision in the amount of \$500,000
- C) Resurfacing of Regent and Briarwood in the amount of \$200,000. Please note, this is contingent upon the request for acceptance receiving a recommendation from the Plan Commission and approval by the Village Board.
- D) Class D Patching in the amount of \$200,000. Class D patching is the process of cutting and removing the existing asphalt within the patch and replacing with new asphalt. With adding this project to the Village's scope, it will help prolong the life of roads until we can secure another bond. The area of focus would be around Town Center Subdivision with some spot treating in other neighborhoods. With adding \$200,000 in the budget for this year, we will be able to address the areas of concern to help the roads hold up longer. Getting a head start on this program will allow us to budget smaller amounts in years to come to address any areas of concern.

Description	FY 04/2023 Budget	FY 04/2023 Actual	FY 12/31/2023 Proposed
Revenue	\$3,369,200	\$464,339	\$1,383,700
Expenditure	\$3,322,022	\$2,575,997	\$1,372,500
Net Funds (Deficit)	\$47,178	(\$2,111,657)	\$21,200

Water / Wastewater Fund

After a year of significant capital investment, aided in large part by ARPA funds, the FYE 12/31/2023 Water Fund budget focuses more on ongoing maintenance and the transition of the plant toward daily operations of the ALAR system and associated costs. There does continue to be capital investments for the Water and Wastewater plants contemplated for FYE 12/31/2023. One significant maintenance item contemplated by the FYE 12/31/2023 Budget is the maintenance of Well 4. These projects are further outlined in the Capital Projects and ARPA sections of this memo.

Description	FY 04/2023 Original Budget	FY 04/2023 Amended Budget	FY 04/2023 Actual As of 2/28/2023	FYE 12/31/2023 Proposed
Revenue	\$3,673,811	\$3,673,811	\$2,090,205	\$1,542,151
Expenditure	\$3,673,811	\$3,673,811	\$2,306,819	\$1,542,151
Net Funds (Deficit)	\$0	\$0	(\$216,614)	\$0

Motor Fuel Tax Fund (MFT)

As in previous years, the Village's annual salt purchase is anticipated to be funded through the MFT Fund. The projected available fund balance of MFT at FYE 4/30/2023 is approximately \$2,079,000. Of that amount, \$453,000 are proceeds from the Rebuild Illinois Bonds, which are budgeted in FYE 12/31/2023 for the Wiley / Union Street Road reconstruction project. Road salt is the other the main expense at \$75,000 with the remaining \$50,000 being budgeted for the 2023 Road Program Debt Service should the use of it be necessary. If the entirety of the road bond payment can be made from the Infrastructure Fund, the \$50,000 will remain in the MFT Fund.

Description	FY 04/2023 Original Budget	FY 04/2023 Amended Budget	FY 04/2023 Actual As of 2/28/2023	FYE 12/31/2023 Proposed
Revenue	\$477,444	\$477,444	\$367,896	\$680,897
Expenditure	\$125,000	\$125,000	\$11,748	\$578,353
Net Funds (Deficit)	\$352,844	\$352,844	\$356,148	\$102,544

Other Funds

Please note, TIF 2 expenses are related to the TIF 2 Notes A & B; and the Police Pension Fund revenue reflects 100% of the actuarially recommended Village contribution along with estimated employee contributions.

Description	FY 04/2023 Actuals			FY 12/2023 Proposed		
	TIF 1	TIF 2	Police Pension	TIF 1	TIF 2	Police Pension
Revenue	\$244,762	\$940,155	\$547,058	\$240,500	\$900,650	\$303,913
Expenditure	\$0	\$848,943	\$130,989	\$101,000	\$815,550	\$124,000
Net Funds (Deficit)	\$244,762	\$91,211	\$416,068	\$139,500	\$85,100	\$179,913

Five-Year Capital Improvement Plan

During Fiscal Year 2023 the Village established a formal Capital Projects Fund. This fund is separate from the General Fund and will be used to fund the Village's larger capital projects, specifically those outlined in the 5-year CIP plan.

The Village is facing the dual pressures of a growing community and infrastructure as well as an aging equipment fleet and infrastructure. Furthermore, in general the cost of equipment and infrastructure replacement has gradually risen and in most cases is unable to be funded on a pay-go basis while keeping pace with the necessary replacement cycles. To address this challenge, Village staff established a Village-wide multi-year capital improvement plan (CIP) in FY2023. The CIP is intended to be a working document that will guide current year budgeting but also provide a roadmap of the anticipated capital needs going forward and will be reevaluated with each budget cycle. The FYE 12/31/2023 Budget CIP continues with a focus on Public Works, Utilities and Police.

The FY2023 CIP is presented in three parts: (1) Public Works – General, (2) Public Works – Utilities, and (3) Police Department. Following each five-year CIP spreadsheet are additional information sheets about most all proposed FY2023 projects. Projects that do not contain a detail sheet generally represent longer range projects where a full scope is known but for which rough replacements cost estimates are known and the Village is beginning to set aside funds. Two areas of note relative to this are:

Vehicle/Equipment Replacement

As part of a long-term planning process, Village staff is making a proactive effort to get all departments that have a fleet of vehicles and equipment on the optimum replacement schedule. Part of this process is setting aside funds every year toward vehicle and equipment replacement in order to build up capital funds to replace vehicles as scheduled. The benefits of replacing equipment and vehicles on the optimum schedule are easy to understand. First, the vehicle/equipment will cost the Village less in maintenance year over year. Second, the Village will be able to reap the most value out of vehicles from buyers in the optimum replacement range. This allows the Village to better offset the costs of the new equipment/vehicles by bringing in more revenue from surplus items. Village staff are currently looking to institute various replacement schedules focusing on Public Works and the Police Department. The Public Works Department plans to have the following replacement programs: general fund vehicle replacement, utilities fund vehicle replacement and heavy equipment replacement. The police Department will have a replacement program that focuses on vehicles for their patrol officers.

The Village was able to make substantial progress toward a more stable vehicle replacement program using ARPA funds. Going forward will be efforts to set aside fixed amounts of money each to be able to replace vehicles at the end of their useful life.

Playground Equipment Replacement

Village staff would like to focus on creating a maintenance and replacement plan for the Village Parks in the coming year. As part of this plan, playground equipment replacement is a vital step. In order to avoid a large one-time payment, we would advocate for placing a smaller amount of money each fiscal year for playground equipment on a 20-year cycle. Currently, village staff is proposing a 5-year plan for Memorial Park playground equipment which is reaching the end of its life cycle, a 10-year plan for Town Center Park and a 20-year plan for Waitcus Park. Much like the vehicle replacement program this will assist the Village in budgeting year over year and allow us to have a set plan and time frame for equipment

replacement. This also allows for the Village to have our three parks receiving new equipment in certain blocks which will let us get cutting edge playground equipment, if desired.

Public Works General 5-Year CIP Plan

Row Labels	Sum of FY 22-23	Sum of FYE 12/31/2023	Sum of 2024	Sum of 2025	Sum of 2026	Sum of 2027	Sum of Cost
Public Works	\$ 296,500.00	\$ 366,000.00	\$ 316,000.00	\$ 249,000.00	\$ 324,000.00	\$ 79,000.00	\$ 1,630,500.00
Streets	\$ 34,000.00	\$ -	\$ 116,000.00	\$ 49,000.00	\$ 49,000.00	\$ 24,000.00	\$ 272,000.00
Brush Chipper	\$ -	\$ -		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00
Gargae Door Opener Upgrade	\$ -	\$ -	\$ 7,000.00	\$ -	\$ -		\$ 7,000.00
Permanent Pressure Washer	\$ -		\$ -	\$ -	\$ -		\$ -
Vibratory Roller	\$ -	\$ -	\$ 20,000.00		\$ -		\$ 20,000.00
Rat Hut Replacement	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		\$ 75,000.00
Seal Coating & Striping Parking Lots	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -		\$ 25,000.00
Reclamite (Timber Trails Timber Glen)	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Reclamite (Gilberts Town Center)	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -		\$ 50,000.00
New Trailer for Skidsteer	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -		\$ 9,000.00
Ford F-250 Replacement		\$ -	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 16,000.00
Ford F750 Replacement		\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00
Vehicles	\$ 75,000.00	\$ 240,000.00	\$ 90,000.00	\$ 90,000.00	\$ 165,000.00		\$ 660,000.00
Peterbuilt 4-Wheeler	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -		\$ 60,000.00
Vehicle Replacement Program	\$ -	\$ 225,000.00	\$ 75,000.00	\$ 75,000.00	\$ 150,000.00		\$ 525,000.00
Equipment Replacement	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		\$ 75,000.00
Administration	\$ 35,000.00	\$ 25,000.00	\$ -	\$ -	\$ -		\$ 60,000.00
Exterior Painting of Public Works Building	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -		\$ 50,000.00
Replacement of Carpet at Public Works	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		\$ 10,000.00
Parks	\$ 152,500.00	\$ 101,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 55,000.00	\$ 638,500.00
Baseball Field at Town Center Park	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		\$ 60,000.00
Memorial Park Rubber Mulch	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -		\$ 17,000.00
Town Center Parking Lot Paving	\$ -	\$ -		\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 75,000.00
New Mower For Parks	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -		\$ 15,000.00
Memorial Parking Lot Improvements	\$ 57,500.00	\$ -	\$ -	\$ -	\$ -		\$ 57,500.00
Memorial Park Playground Equipment Upgrade	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		\$ 100,000.00
Town Center Playground Equipment Upgrade	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ 50,000.00
Waitcus Park Playground Equipment Upgrade	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ 25,000.00
New Trailers for Mowers	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -		\$ 16,000.00
John Deere Gator	\$ -	\$ 21,000.00	\$ -	\$ -	\$ -		\$ 21,000.00
Upgrade Entrance and Message Board Signs (digital)	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 62,000.00
Mower for Parks		\$ 25,000.00	\$ 25,000.00				\$ 50,000.00
Bike Path Replacement		\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 80,000.00
Memorial Park Pavilion Siding and Roof Replacement		\$ 10,000.00					\$ 10,000.00
Grand Total	\$ 296,500.00	\$ 366,000.00	\$ 316,000.00	\$ 249,000.00	\$ 324,000.00	\$ 79,000.00	\$ 1,630,500.00

John Deere Gator

The purchase of a John Deere Gator will help assist with PW operations at Community Days. It will help staff set up for the event and collect trash during and after as well. We will also purchase a spray tank that sits in the bed of the Gator. The spray tank will be used to spray fertilizer and weed control at our parks. This will help thicken up the grass at our parks and eliminate the weeds that are taking over the grounds. The Gator will assist in other odds and end jobs in the Village as well. The acquisition of a John Deere Gator is included in the FYE 12/31/2023 Budget in the amount of \$20,000.



Public Works Vehicle Replacement

As noted above, the Village has been working to establish a vehicle replacement program to both prepare for future growth and to replace our aging fleet. This will allow the Village to have more reliable work trucks and lower the risk of breakdowns during emergency snow removal operations. An up-to-date, replacement program will also allow the Village to sell used equipment while it still has value and use that money toward future equipment related purchases. To that end, it is recommended that the proceeds of any vehicle sales be directed toward the Capital Projects Fund.

For FYE 12/31/2023, the Village is recommended the replacement of one of the oldest trucks in the fleet, a 2008 F-550. The F-550 will be replaced with a F-750, which is a heavier duty truck and more suitable to the Village's needs, particularly with respect to snow and salting operations. The budget also contemplates an additional \$75,000 transfer to the Capital Projects Fund as part of future vehicle replacements, including the 2009 F-550 in calendar year 2024.

Memorial Park Pavilion

The Memorial Park Pavilion wood siding needs replacement. This is the wood siding that is currently on the front and rear side of the trusses. The wood is very weather worn and is beginning to pop nails. The roof of the pavilion is currently missing shingles and not in good shape. Getting the roof done now will help preserve the wood sheathing underneath. Putting this off could result in a more costly reconstruction in years to come. With renting this pavilion to residents, we need to make sure it is in good shape every year. We will replace the existing shingles with a low maintenance metal roof and the wood siding is proposed to be replaced with maintenance free vinyl siding.



Both projects will be completed utilizing Village staff and \$10,000 is allocated in the proposed budget for the maintenance of the Memorial Park pavilion.

Village Street Sign Replacement Program – Year 3 of 3

Two years ago, the Village started a multi-year sign replacement program. At the time, the Public Works Department identified four subdivisions that needed blanket replacement of current signage. Over the past two fiscal years, the Village has completed, or is in the process of completing the following subdivisions: Below is a list of the completed subdivisions:

1. Dunhill Estates (FY2022)
2. Indian Trails (FY2022)
3. Old Town (FY2023 – In Progress)
4. Windmill Meadows (FY2023 – In Progress)

FYE 12/31/2023 will represent the third and final year of this initial street sign replacement program and cover the following subdivisions:

1. Gilberts Glen West
2. Gilberts Glen East

Much of the signage located throughout these areas no longer meets the federal requirements laid out by the Manual of Uniform Traffic Control Devices (MUTCD). These areas are going to be replaced via a blanket replacement program. Other areas located in the Village will be replaced on an as needed basis when the criteria laid out by the Villages' sign program is met for individual sign replacements.

Signs in areas that do not contain decorative sign posts will be replaced with square telpar posts with a break-away structure near the bottom of the post. All MUTCD regulations will be followed when replacing signage, street name signs will be replaced with a single sided double sign for added stability and strength.

With the signage in its current state, there is increased liability on behalf of the Village. With a plan in place the Village can move forward with the goal of having fully compliant signage throughout our jurisdiction. Having compliant signage will decrease liability on behalf of the Village, increase the curb appeal of many residences and be generally easier to see and navigate through Village roads.

Village-Wide Park Message Board Replacement Program – Year 1 of 6

Our Parks message boards are currently out of date and we have to manually change them multiple times a year. As part of a sign modernization plan, the FYE 12/31/2023 budget contemplates setting aside \$10,000 as part of a multi-year program to upgrade all three Village park message board signs to digital sign boards with cellular connectivity.

Upgrading to digital message boards will allow the Village to:

- Make quick changes
- Display multiple messages in a rotation
- Increase visibility
- Reach more residents
- Look more modern

Memorial and Waitcus Park signs are projected to cost approximately \$20,000 each, while Town Center may be slightly higher due to its larger size. No replacement is scheduled for FYE 12/31/2023; however, a \$10,000 transfer to the Capital Projects Fund toward this replacement program is contemplated.



Splash Pad Equipment Replacement Program – Year 1 of 3

The current splash pad equipment is getting run down and has been painted for years to help it look presentable. Every summer the splash pad is full of kids enjoying their summer at Town Center Park. New equipment will help keep the splash pad in working order and look more presentable. The replacement program looks to spend \$10,000 each over the next three years to replace and maintain the current splash pad equipment.



Public Works Utilities 5-Year CIP Plan

Fund	Utilities						
Row Labels	Sum of FY 22-23	Sum of FYE 12/31/2023	Sum of 2024	Sum of 2025	Sum of 2026	Sum of 2027	Sum of Cost
Public Works	\$ 2,280,000.00	\$ 370,000.00	\$ 2,636,800.00	\$ 901,800.00	\$ 1,320,300.00	\$ 75,000.00	\$ 7,583,900.00
Vehicles	\$ 145,000.00	\$ 130,000.00	\$ 40,000.00	\$ 65,000.00	\$ 75,000.00	\$ 75,000.00	\$ 530,000.00
Crane Truck Replacement	\$ 145,000.00	\$ -	\$ -	\$ -	\$ -		\$ 145,000.00
Vehicle Replacement Program	\$ -	\$ 130,000.00	\$ 40,000.00	\$ 65,000.00	\$ 75,000.00	\$ 75,000.00	\$ 385,000.00
Water	\$ 273,000.00	\$ 240,000.00	\$ 1,604,000.00	\$ 589,000.00	\$ 112,500.00		\$ 2,818,500.00
Backwash Water Pump Replacement-Flygt	\$ 35,000.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		\$ 39,500.00
Galligan Tower Painting and Maintenance	\$ -	\$ -	\$ 500,000.00	\$ 17,000.00	\$ 17,000.00		\$ 534,000.00
Galligan Tower SCADA System	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -		\$ 20,000.00
Replace Check Valves (Backwash Tank)	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -		\$ 25,000.00
Replace Existing Aeration Blower & Media	\$ 20,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		\$ 26,000.00
Replace Media in Existing Softeners (Year 3 of 3)	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -		\$ 45,000.00
Replace Valves on Softeners	\$ -	\$ -	\$ 90,000.00	\$ 150,000.00	\$ 13,500.00		\$ 253,500.00
Upgrade Wireless Link at Water Plant	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -		\$ 36,000.00
Water Tower Pressure Washing	\$ 15,000.00	\$ -	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00		\$ 38,000.00
(blank)	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -		\$ 11,000.00
Upgrade Air Compressor System	\$ -	\$ -	\$ 40,000.00	\$ -	\$ -		\$ 40,000.00
Epoxy Coating Water Softener and Flooring	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -		\$ 10,000.00
HI-Dry System-Equipment Purchase	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -		\$ 12,000.00
Repaving Parking Lot	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -		\$ 40,000.00
Emergency Connection	\$ -	\$ -	\$ -	\$ 300,000.00	\$ -		\$ 300,000.00
GIS Survey	\$ 17,000.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00		\$ 27,500.00
Raymond Water Tower Painting	\$ 17,000.00	\$ -	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00		\$ 68,000.00
Chlorine Room Rehabilitation	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -		\$ 20,000.00
Well 3 Pulling and Rehab (6-Year Plan)		\$ -	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00		\$ 99,000.00
Indian Trails Water Tower Improvements(CA Protection)	\$ -	\$ -	\$ 250,000.00	\$ 17,000.00	\$ 17,000.00		\$ 284,000.00
Expansion of Water Main Down Route 72 East		\$ -	\$ 650,000.00	\$ -	\$ -		\$ 650,000.00
SCADA System/Communication Upgrade	\$ -	\$ 40,000.00	\$ -				\$ 40,000.00
Well 4 Maintenance		\$ 200,000.00					\$ 200,000.00
Wastewater	\$ 1,862,000.00	\$ -	\$ 992,800.00	\$ 247,800.00	\$ 1,132,800.00		\$ 4,235,400.00
Aeration and Digester Blower Replacement	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -		\$ 750,000.00
Installation of new non-potable water System	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00		\$ 200,000.00
Lift Station Fence Repair	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -		\$ 15,000.00
Pole Barn off Main Building	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	\$ -		\$ 100,000.00
Raw Building Mechanical Bar Screen	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -		\$ 400,000.00
South Clarifier Rebuild	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -		\$ 35,000.00
Wastewater Plant Pump Replacement-Flygt	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -		\$ 125,000.00
Drying Bed	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -		\$ 30,000.00
Plant Expansion Phase I	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00		\$ 1,000,000.00
Epoxy Flooring and Painting Piping	\$ -	\$ -	\$ 10,000.00				\$ 10,000.00
Pressure Washing and Painting Current Facilities	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -		\$ 50,000.00
UV Disinfection Channel Equipment Upgrade	\$ 200,000.00	\$ -	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00		\$ 237,500.00
School Lift Station Fence installation		\$ -	\$ 20,000.00	\$ -	\$ -		\$ 20,000.00
Raw Building Room Upgrades	\$ 70,000.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00		\$ 80,500.00
Clarifier & Digester Total Electrical Replacement	\$ 200,000.00	\$ -	\$ 13,300.00	\$ 13,300.00	\$ 13,300.00		\$ 239,900.00
GIS Survey	\$ 17,000.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00		\$ 27,500.00
Televising Equipment	\$ -	\$ -	\$ 60,000.00	\$ -	\$ -		\$ 60,000.00
Lift Station Flygt Upgrade (Lift Station 2 of 5)	\$ 65,000.00	\$ -	\$ 70,000.00	\$ 70,000.00			\$ 205,000.00
Expansion of Sanitary Main Down Route 72 East		\$ -	\$ 650,000.00				\$ 650,000.00
Grand Total	\$ 2,280,000.00	\$ 370,000.00	\$ 2,636,800.00	\$ 901,800.00	\$ 1,320,300.00	\$ 75,000.00	\$ 7,583,900.00

SCADA System Upgrade

Due to communication issues with the SCADA system in our Utilities Department, we would like to upgrade to a more reliable form of communication. SCADA is Supervisory Control and Data Acquisition and is a computer-based system for gathering and analyzing real-time data to monitor and control equipment that deals with critical and time-sensitive materials or events. Essentially, it monitors our water towers, wells and lift stations. In the event that levels are too high or low, the SCADA alarm will go off and call staff to report the emergency. It is currently working on about 50% of our Village infrastructure and in an emergency situation could cause significant damage. The upgrade will bring our system to full functionality and fully integrate all of our monitoring locations.

Vehicle Replacement – Utilities

The Utilities division has been utilizing primarily pick-up trucks for field work. As the Village continues to grow and take on more water and sewer infrastructure, there is the need to have a more multi-functional fleet. As part of upgrading the fleet, the FYE 12/31/2023 Budget contemplates \$130,000 for the purchase of two (2) F-250 Service Body Trucks to replace a 2002 Ford Ranger and old squad car currently in use.



Police Department General 5-Year CIP Plan

Row Labels	Sum of FY 22-23	Sum of FYE 12/31/2023	Sum of 2024	Sum of 2025	Sum of 2026	Sum of 2027	Sum of Cost
ARPA Request	(blank)						
Department	Police Department						
General	\$ 68,750.00	\$ 40,100.00	\$ 40,100.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 232,950.00
Administration	\$ 33,750.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 48,750.00
Car Port for Parking Lot	\$ 18,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,750.00
Police Station Parking Lot Paving	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00
Squad Car Computer Replacement Program		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00
Patrol	\$ 11,000.00	\$ 12,100.00	\$ 12,100.00	\$ -	\$ -		\$ 35,200.00
Body Cameras	\$ 11,000.00	\$ 12,100.00	\$ 12,100.00	\$ -	\$ -		\$ 35,200.00
Vehicles	\$ 24,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 149,000.00
Squad Car Replacement Program	\$ 24,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 149,000.00
Grand Total	\$ 68,750.00	\$ 40,100.00	\$ 40,100.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 232,950.00

Squad Car Replacement Program

The FYE 12/31/2023 proposed budget includes \$25,000 toward the purchase of a new police vehicle. This represents year 1 of 2 on the replacement schedule for a new squad. Year 2 will be the CY2024 Budget. As the Board may recall, during FY 2023, the Village made three squad acquisitions: (2) Dodge Durangos and (1) Ford Explorer Pursuit, aided by ARPA funds. Through these purchases the Village was able to bring the police fleet to a point where there are adequate vehicles on hand for current and immediate future growth, with the highest mileage vehicles in the fleet under 100,000 miles.



Body Cameras

The FY2023 proposed budget includes \$12,100 toward the eventual acquisition of officer worn body cameras and the related computer equipment. This represents year 2 of a 3-year program, with the eventual purchase taking place in CY2024 to meet state set deadlines. As you may recall the requirement that all officers wear body cameras was included in law enforcement related legislation approved by the General Assembly, which also set implementation deadlines. While monies for the purchase are being set aside, the Village will continue to seek any grant opportunities that may offset the cost either in full or in part.

Other Budget Items for Consideration

Dunkin Donuts Donation

As the Board may recall, in November 2018, the Village received a \$2,000 donation from Dunkin Donuts. This donation is currently set aside in the General Fund existing fund balance. As part of the FYE 12/31/2023 Budget discussion, the Board may wish to consider a project(s) for which to utilize this donation.

Conclusion

Taunya and I would like to extend our sincere thanks to all the Village Department heads and staff for their feedback and support in helping prepare the FYE 12/31/2023 Proposed Budget. I am also incredibly grateful to Zach, Wade and Chief Block for their dedicated efforts in helping prepare the CIP.

We look forward to reviewing the proposed Budget with the Board on March 7. If you have any questions or concerns, please do not hesitate to contact me!

Attachments:

Exhibit A – Budget Printout, Inclusive of Projected Fund Balances

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 00 - GENERAL FUND					
01-00-3010	PROPERTY TAX	1,289,412	1,289,412	1,287,420	1,351,791
01-00-3020	PERSONAL PROPERTY REPL TAX	350	350	923	900
01-00-3030	TAX-SALES	400,000	400,000	482,671	336,000
01-00-3040	TAX-STATE INCOME	1,049,096	1,049,096	1,161,498	800,000
01-00-3041	STATE LOCAL USE TAX	294,064	294,064	275,481	206,000
01-00-3043	CANNABIS USE TAX	15,498	15,498	10,941	13,250
01-00-3060	LICENSE-LIQUOR	11,900	11,900	13,900	13,900
01-00-3090	PULLTABS & JAR GAMES TAX	675	675	1,027	900
01-00-3100	FEE-BUSINESS REGISTRATION	3,800	3,800	3,971	3,800
01-00-3110	FEE-CABLE FRANCHISE	55,000	55,000	44,109	36,700
01-00-3140	UTIL TAX-ELECTRIC	170,000	170,000	165,682	113,400
01-00-3150	ULT TAX-GAS	95,000	95,000	159,787	67,000
01-00-3160	CONTRACTOR REGISTRATION	8,300	8,300	9,030	
01-00-3180	ULIT TAX-COMMUNICATIONS	65,000	65,000	55,403	40,000
01-00-3200	ZBA/PLAN.COMM. HEARINGS			2,000	
01-00-3210	MISCELLANEOUS INCOME	5,000	5,000	32,694	5,000
01-00-3211	PLANNED USE OF FUND RESERVES	549,510	549,510		
01-00-3220	FINES-COURT	17,000	17,000	18,477	11,400
01-00-3230	FINES-OTHER	5,000	5,000	2,902	2,000
01-00-3240	FINES-CODE BUILDING			1,350	
01-00-3250	FEES-BUILDING PERMITS	26,288	26,288	119,040	78,000
01-00-3260	OVERWT/SIZE PERMIT FEE	4,000	4,000	2,010	1,500
01-00-3280	BUILDING ENGINEERING FEES			22,313	5,000
01-00-3290	RECYCLING LICENSE	2,500	2,500		
01-00-3330	PARK PAVILION RENTAL	250	250	750	500
01-00-3410	INTEREST EARNED	2,000	2,000	215,145	34,000
01-00-3440	PARK IMPACT FEES	19,860	19,860	88,692	26,480
01-00-3451	GILBERTS POLICE REPORT REQUEST	200	200	225	135
01-00-3460	MUNICIPAL UTILITY IMPACT FEE	7,500	7,500	17,000	10,000
01-00-3480	ANTENNA RENTAL	66,935	66,935	62,785	45,072
01-00-3500	GRANT REVENUE	553,908	553,908	871,509	6,256
01-00-3530	VACANT PROP / BUILDING REGISTRAT	200	200		
01-00-3540	RAFFLE LICENSE	60	60	80	60
01-00-3560	GARBAGE HAULER LICENSE	800	800	200	400
01-00-3580	VIDEO GAMING	130,000	130,000	132,147	104,000
01-00-3590	VIDEO GAMING LICENSE	12,000	12,000	13,075	
01-00-3630	MUNICIPAL IMPACT FEE	41,250	41,250	104,500	55,000
01-00-3680	APPLICATION FEE - POLICE DEPT.	1,000	1,000		
01-00-3960	REIMBURSED INCOME			795	
01-00-8100	TRANSFERS IN			4	1,000
Totals for dept 00 - GENERAL FUND		4,903,356	4,903,356	5,379,536	3,369,444
Dept 07 - ENHANCED DUI PROGRAM					
01-07-3017	ENHANCED DUI - VEHICLE SEIZURE	3,000	3,000	4,000	2,000
Totals for dept 07 - ENHANCED DUI PROGRAM		3,000	3,000	4,000	2,000
Dept 08 - GARBAGE HAULING					
01-08-3018	GARBAGE REVENUE	800,000	800,000	721,508	534,000
01-08-3028	FRANCHISE REVENUE -GARBAGE	40,000	40,000	31,414	26,700
01-08-3080	LATE FEES	4,500	4,500	5,548	3,000
Totals for dept 08 - GARBAGE HAULING		844,500	844,500	758,470	563,700
TOTAL ESTIMATED REVENUES		5,750,856	5,750,856	6,142,006	3,935,144

User: TFISCHER

Fund: 01 GENERAL FUND

DB: Gilberts

Calculations as of 04/30/2023

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
Dept 00 - GENERAL FUND					
01-00-8500	TRANSFERS OUT			238,363	
Totals for dept 00 - GENERAL FUND				238,363	
Dept 01 - ADMINISTRATIVE					
01-01-5010	WAGES-BOARD	24,000	24,000	19,625	16,000
01-01-5020	WAGES-PLANNING AND ZBA	2,100	2,100	500	2,100
01-01-5030	WAGES-GENERAL	292,622	292,622	265,554	225,286
01-01-5032	WAGES - OVERTIME	1,000	1,000		
01-01-5040	FICA	19,761	19,761	17,254	6,708
01-01-5050	MEDICARE	4,621	4,621	4,035	3,529
01-01-5051	STATE UNEMPL TAX	8,000	8,000	1,141	
01-01-5052	IMRF	31,311	31,311	28,254	23,948
01-01-5054	GROUP HEALTH INS	53,688	53,688	28,034	31,936
01-01-5056	WORKER'S COMP INS	38,000	38,000	36,668	42,000
01-01-5060	OPERATING EXPENSE	3,500	3,500	1,546	3,500
01-01-5070	DUES	7,100	7,100	6,345	5,475
01-01-5080	LEGAL NOTICES	1,600	1,600	645	1,600
01-01-5090	COMMUNICATIONS	14,100	14,100	7,611	13,260
01-01-5100	POSTAGE	2,300	2,300	1,400	2,300
01-01-5110	PRINTING	7,400	7,400	5,906	7,400
01-01-5150	COMMUNITY RELATIONS	7,000	7,000	4,965	5,500
01-01-5190	RENTAL-EQUIPMENT	6,693	6,693	1,884	3,441
01-01-5200	OFFICE SUPPLIES	4,000	4,000	2,380	2,667
01-01-5210	NISRA EXPENSE	900	900		900
01-01-5220	LEGAL LITIGATION	8,000	8,000		
01-01-5230	LEGAL EXPENSE	65,000	65,000	67,069	50,000
01-01-5240	ACCOUNTING SERVICES	40,000	40,000	43,000	48,000
01-01-5252	STORM WATER MGMT. PROFESSIONAL	10,000	10,000		
01-01-5270	BANK FEES	175	175	108	175
01-01-5310	INSURANCE LIABILITY	39,000	39,000	43,568	48,000
01-01-5320	INSURANCE VEHICLES & EQUIP.	10,000	10,000	9,143	11,000
01-01-5360	ENGINEERING SERVICES	15,800	15,800	44,736	25,800
01-01-5400	MAINTENANCE EQUIPMENT	600	600		600
01-01-5410	MAINTENANCE BUILDING	4,150	4,150	1,483	4,000
01-01-5450	CONTRACTUAL SERVICES	35,657	35,657	29,330	62,757
01-01-5480	CAPITAL EQUIPMENT	48,500	48,500	1,277	8,500
01-01-5491	EMPLOYEE ENGAGEMENT	3,000	3,000	1,582	3,000
01-01-5560	VILLAGE PLANNER SERVICES	105,000	105,000	26,439	40,000
01-01-5580	TRAINING EXPENSE	24,105	24,105	1,974	24,105
01-01-5661	73 INDUSTRIAL PRINCIPAL	80,200	80,200	22,426	30,000
01-01-5671	73 INDUSTRIAL INTEREST	15,000	15,000	12,679	15,000
01-01-8500	TRANSFERS OUT	784,900	784,900	620,845	1,050
Totals for dept 01 - ADMINISTRATIVE		1,818,783	1,818,783	1,359,406	769,537
Dept 02 - POLICE					
01-02-5030	WAGES-POLICE	795,439	795,439	781,853	650,812
01-02-5031	WAGES - HOLIDAY WORKED	25,000	25,000	19,696	17,308
01-02-5032	WAGES - OVERTIME	20,000	20,000	13,965	11,819
01-02-5040	FICA	49,317	49,317	48,881	39,633
01-02-5050	MEDICARE	11,534	11,534	11,432	9,269
01-02-5052	IMRF	4,893	4,893	4,134	3,484
01-02-5054	GROUP HEALTH INS	123,832	123,832	95,767	108,290
01-02-5058	UNIFORMS	11,800	11,800	4,824	11,800
01-02-5060	OPERATING EXPENSE	7,150	7,150	5,359	2,834
01-02-5070	DUES	3,460	3,460	2,970	3,460
01-02-5090	COMMUNICATIONS	10,000	10,000	5,447	6,173
01-02-5110	PRINTING	1,000	1,000	603	1,000
01-02-5170	PUBLICATIONS/BROCHURES	150	150	106	150
01-02-5180	SMALL TOOLS AND EQUIPMENT	750	750	245	750
01-02-5190	RENTAL-EQUIPMENT				2,235
01-02-5200	OFFICE SUPPLIES	2,500	2,500	1,403	1,667
01-02-5230	LEGAL EXPENSE	5,500	5,500	4,673	3,667
01-02-5300	DISPATCHING	92,000	92,000	89,825	95,000
01-02-5370	GASOLINE	28,000	28,000	25,794	18,700
01-02-5390	MAINTENANCE VEHICLES	26,200	26,200	18,519	17,470
01-02-5400	MAINTENANCE EQUIPMENT	3,000	3,000	2,046	2,000
01-02-5410	MAINTENANCE BUILDING	22,350	22,350	31,632	13,950
01-02-5450	CONTRACTUAL SERVICES	12,915	12,915	12,078	12,445
01-02-5480	CAPITAL EQUIPMENT	129,750	129,750	160,063	
01-02-5570	COMMUNITY RELATIONS	2,000	2,000	89	1,400
01-02-5580	TRAINING EXPENSE	9,550	9,550	4,690	8,950
01-02-8500	TRANSFERS OUT-POLICE	35,000	35,000	35,000	40,100
Totals for dept 02 - POLICE		1,433,090	1,433,090	1,381,094	1,084,366
Dept 03 - PUBLIC WORKS					

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
Dept 03 - PUBLIC WORKS					
01-03-5030	WAGES-PPW	238,641	238,641	204,619	178,177
01-03-5032	WAGES - OVERTIME	14,000	14,000	12,428	11,040
01-03-5040	FICA	14,796	14,796	13,129	11,580
01-03-5050	MEDICARE	3,460	3,460	3,071	2,709
01-03-5052	IMRF	25,535	25,535	23,185	19,854
01-03-5054	GROUP HEALTH INS	51,237	51,237	23,359	21,776
01-03-5058	UNIFORMS	1,500	1,500	1,253	2,400
01-03-5060	OPERATING EXPENSE	1,650	1,650	2,232	2,435
01-03-5070	DUES	370	370	370	382
01-03-5090	COMMUNICATIONS	4,000	4,000	1,529	1,460
01-03-5180	SMALL TOOLS AND EQUIPMENT	8,500	8,500	7,094	7,400
01-03-5190	RENTAL-EQUIPMENT	1,500	1,500	1,488	2,000
01-03-5251	NPDES PERMITS	1,000	1,000	1,000	1,000
01-03-5260	STREETLIGHTING	38,100	38,100	19,256	25,400
01-03-5370	GASOLINE	15,000	15,000	14,864	12,000
01-03-5380	SIGNS EXPENSE	12,500	12,500	209	12,500
01-03-5390	MAINTENANCE VEHICLES	25,500	25,500	23,741	17,800
01-03-5400	MAINTENANCE EQUIPMENT	15,000	15,000	6,706	10,000
01-03-5410	MAINTENANCE BUILDING	11,000	11,000	2,479	8,000
01-03-5420	MAINTENANCE STREETS	28,000	28,000	51,039	17,000
01-03-5440	MAINTENANCE GROUNDS	3,000	3,000	3,458	6,000
01-03-5441	TREE/SIDEWALK REPLACEMENT	2,500	2,500	1,048	2,500
01-03-5450	CONTRACTUAL SERVICES	37,555	37,555	34,433	40,485
01-03-5461	WEATHER SIREN MAINTENANCE	2,500	2,500		2,500
01-03-5480	CAPITAL EQUIPMENT	295,000	295,000	234,920	21,000
01-03-5580	TRAINING EXPENSE	4,750	4,750	541	3,800
01-03-8500	TRANSFERS OUT	15,000	15,000	15,000	265,000
Totals for dept 03 - PUBLIC WORKS		871,594	871,594	702,451	706,198
Dept 04 - BUILDING					
01-04-5030	WAGES-BUILDING	45,247	45,247	39,643	33,719
01-04-5040	FICA	2,805	2,805	2,458	2,091
01-04-5050	MEDICARE	656	656	575	489
01-04-5052	IMRF	4,841	4,841	4,235	3,584
01-04-5054	GROUP HEALTH INS	40	40	36	28
01-04-5070	DUES	361	361	145	186
01-04-5090	COMMUNICATIONS			434	360
01-04-5200	OFFICE SUPPLIES	1,000	1,000	308	700
01-04-5250	BUILDING PERMIT EXPENSE	21,030	21,030	116,020	80,000
01-04-5450	CONTRACTUAL SERVICES	15,500	15,500	4,431	12,500
01-04-5580	TRAINING EXPENSE	500	500		500
Totals for dept 04 - BUILDING		91,980	91,980	168,285	134,157
Dept 06 - PARKS					
01-06-5030	REG WAGES	24,336	24,336	12,353	25,066
01-06-5040	FICA	1,509	1,509	766	1,554
01-06-5050	MEDICARE	353	353	179	363
01-06-5052	IMRF				2,665
01-06-5060	OPERATING EXPENSE	250	250	674	500
01-06-5090	COMMUNICATIONS	2,520	2,520	2,145	2,700
01-06-5120	UTILITIES	4,200	4,200	2,748	4,200
01-06-5190	RENTAL-EQUIPMENT	2,000	2,000	2,921	3,000
01-06-5211	MAINTENANCE SUPPLIES	1,800	1,800	605	1,700
01-06-5350	MINOR PARK PROJECTS	500	500		500
01-06-5370	GASOLINE	600	600	600	1,000
01-06-5391	MAINTENANCE-SPORTS/PLAYGROUND EQ	1,000	1,000		11,000
01-06-5400	MAINTENANCE EQUIPMENT	2,000	2,000	1,243	2,000
01-06-5410	MAINTENANCE BUILDING	700	700	85	10,500
01-06-5440	MAINTENANCE GROUNDS	20,050	20,050	14,150	21,000
01-06-5450	CONTRACTUAL SERVICES	9,500	9,500	5,600	9,800
01-06-5480	CAPITAL EQUIPMENT	110,000	110,000	16,840	
01-06-8500	TRANSFERS OUT-PARKS	35,000	35,000	35,000	35,000
Totals for dept 06 - PARKS		216,318	216,318	95,909	132,548
Dept 07 - ENHANCED DUI PROGRAM					
01-07-5180	SMALL TOOLS AND EQUIPMENT	2,500	2,500		
Totals for dept 07 - ENHANCED DUI PROGRAM		2,500	2,500		
Dept 08 - GARBAGE HAULING					
01-08-5068	GARBAGE HAULING EXPENSE	708,000	708,000	628,280	472,000
Totals for dept 08 - GARBAGE HAULING		708,000	708,000	628,280	472,000
Dept 89 - GPD DOWN STATE PENSION FUND					
01-89-5621	GPD DOWNSTATE PENSION FUND	326,723	326,723	326,723	253,913
Totals for dept 89 - GPD DOWN STATE PENSION FUND		326,723	326,723	326,723	253,913

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
TOTAL APPROPRIATIONS		5,468,988	5,468,988	4,900,511	3,552,719
NET OF REVENUES/APPROPRIATIONS - FUND 01		281,868	281,868	1,241,495	382,425
BEGINNING FUND BALANCE		6,854,865	6,854,865	6,854,865	8,096,360
ENDING FUND BALANCE		7,136,733	7,136,733	8,096,360	8,478,785

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 00 - GENERAL FUND					
11-00-3015	COMMUNITY DAYS DONATIONS	14,000	14,000	20,400	14,000
11-00-3210	OTHER INCOME	17,000	17,000	22,233	17,000
11-00-3211	PLANNED USE OF FUND RESERVES	31,000	31,000		8,500
11-00-3520	VENDOR FEES	3,500	3,500	2,926	3,500
11-00-3590	VIDEO GAMING LICENSE				12,000
11-00-3980	BEVERAGE SALES	12,000	12,000	30,558	17,500
11-00-8100	TRANSFERS IN	900	900	900	1,050
Totals for dept 00 - GENERAL FUND		78,400	78,400	77,017	73,550
TOTAL ESTIMATED REVENUES		78,400	78,400	77,017	73,550

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
Dept 00 - GENERAL FUND					
11-00-5060	BEVERAGE OPERATIONS	12,466	12,466	11,106	12,860
11-00-5070	PERMITS & LICENSES	55	55	40	70
11-00-5079	ADVERTISING / MARKETING	3,670	3,670	2,492	3,420
11-00-5130	MISCELLANEOUS EXPENSES	410	410	416	410
11-00-5159	ENTERTAINMENT	41,065	41,065	41,465	39,700
11-00-5213	LABOR & OUTSIDE SERVICES			4,457	5,200
11-00-5610	EQUIPMENT & SERVICES	6,100	6,100	6,069	5,650
Totals for dept 00 - GENERAL FUND		63,766	63,766	66,045	67,310
TOTAL APPROPRIATIONS		63,766	63,766	66,045	67,310
NET OF REVENUES/APPROPRIATIONS - FUND 11		14,634	14,634	10,972	6,240
BEGINNING FUND BALANCE		37,034	37,034	37,034	48,006
ENDING FUND BALANCE		51,668	51,668	48,006	54,246

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 00 - GENERAL FUND					
12-00-3031	NON HOME RULE 1% SALES TAX	360,000	360,000	439,558	320,000
12-00-3050	TAX-ROAD AND BRIDGE	9,000	9,000	9,431	9,000
12-00-3211	PLANNED USE OF FUND RESERVES	3,000,000	3,000,000		1,050,000
12-00-3390	SSA#24 BOND INTEREST			27,408	13,500
12-00-3410	INTEREST EARNED	200	200	1,640	1,200
Totals for dept 00 - GENERAL FUND		3,369,200	3,369,200	478,037	1,393,700
TOTAL ESTIMATED REVENUES		3,369,200	3,369,200	478,037	1,393,700

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
Dept 00 - GENERAL FUND					
12-00-5270	BANK FEES			475	
12-00-5360	ENGINEERING SERVICES	200,000	200,000	39,141	
12-00-5480	CAPITAL EQUIPMENT	2,800,000	2,800,000	2,214,360	1,050,000
12-00-5490	GO BOND PRINCIPAL	215,000	215,000	215,000	245,000
12-00-5491	GO BOND INTEREST	107,022	107,022	107,022	77,500
Totals for dept 00 - GENERAL FUND		3,322,022	3,322,022	2,575,998	1,372,500
TOTAL APPROPRIATIONS		3,322,022	3,322,022	2,575,998	1,372,500
NET OF REVENUES/APPROPRIATIONS - FUND 12		47,178	47,178	(2,097,961)	21,200
BEGINNING FUND BALANCE		4,256,647	4,256,647	4,256,647	2,158,686
ENDING FUND BALANCE		4,303,825	4,303,825	2,158,686	2,179,886

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 00 - GENERAL FUND					
15-00-8100	TRANSFERS IN	85,000	85,000	323,363	340,100
Totals for dept 00 - GENERAL FUND		85,000	85,000	323,363	340,100
TOTAL ESTIMATED REVENUES					
		85,000	85,000	323,363	340,100
NET OF REVENUES/APPROPRIATIONS - FUND 15					
		85,000	85,000	323,363	340,100
BEGINNING FUND BALANCE					323,363
ENDING FUND BALANCE		85,000	85,000	323,363	663,463

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 00 - GENERAL FUND					
20-00-3022	INCOME - WASTEWATER	750,000	750,000	646,528	500,000
20-00-3032	INCOME - WATER	850,000	850,000	713,264	567,000
20-00-3080	LATE FEES	20,000	20,000	21,695	13,400
20-00-3210	MISCELLANEOUS INCOME			(19,373)	
20-00-3211	PLANNED USE OF FUND RESERVES	1,256,961	1,256,961		417,551
20-00-3310	FEE-TAP-ON - WATER	1,700	1,700	4,200	1,700
20-00-3320	FEE-TAP-ON SEWER			23,409	1,000
20-00-3360	METER SALES	7,050	7,050	22,035	8,000
20-00-3390	SSA#24 BOND INTEREST	100	100	27,408	13,500
20-00-3410	INTEREST EARNED	4,000	4,000	34,675	20,000
20-00-3980	MISCELANEOUS REVENUE			103	
20-00-8100	TRANSFERS IN	784,000	784,000	619,945	
Totals for dept 00 - GENERAL FUND		<u>3,673,811</u>	<u>3,673,811</u>	<u>2,093,889</u>	<u>1,542,151</u>
TOTAL ESTIMATED REVENUES		<u>3,673,811</u>	<u>3,673,811</u>	<u>2,093,889</u>	<u>1,542,151</u>

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
Dept 10 - WATER SYSTEMS					
20-10-5030	REG. WAGES	167,175	167,175	169,243	150,084
20-10-5032	WAGES - OVERTIME	7,000	7,000		
20-10-5040	FICA	10,204	10,204	9,999	9,250
20-10-5050	MEDICARE	2,386	2,386	2,339	2,163
20-10-5052	IMRF	17,609	17,609	18,083	29,952
20-10-5054	GROUP HEALTH INS	38,087	38,087	30,677	25,806
20-10-5056	WORKER'S COMP INS	16,300	16,300	15,715	18,000
20-10-5058	UNIFORMS	1,300	1,300	761	1,800
20-10-5070	DUES	950	950	916	900
20-10-5080	LEGAL NOTICES	100	100		100
20-10-5090	COMMUNICATIONS	7,600	7,600	4,605	5,950
20-10-5091	JULIE LOCATE SUPPLIES	500	500		
20-10-5100	POSTAGE	3,350	3,350	2,664	3,350
20-10-5110	PRINTING	3,100	3,100	2,399	3,100
20-10-5120	UTILITIES	104,000	104,000	62,528	60,000
20-10-5180	SMALL TOOLS AND EQUIPMENT	4,500	4,500	1,029	5,500
20-10-5190	RENTAL-EQUIPMENT	1,500	1,500	483	2,620
20-10-5200	OFFICE SUPPLIES	1,000	1,000	646	700
20-10-5213	OUTSIDE SERVICES	21,000	21,000	15,296	3,400
20-10-5262	LAB SUPPLIES & EQUIPMENT	20,000	20,000	11,764	6,500
20-10-5281	CHEMICALS	80,000	80,000	43,830	70,000
20-10-5301	MAINT SUPPLIES-JANTORIAL	250	250	29	250
20-10-5310	INSURANCE LIABILITY	25,000	25,000	27,855	31,000
20-10-5320	INSURANCE VEHICLES & EQUIP.	6,500	6,500	5,845	6,000
20-10-5360	ENGINEERING SERVICES	10,000	10,000	12,541	10,000
20-10-5370	GASOLINE	5,000	5,000	3,814	4,700
20-10-5381	MAINTENANCE PARTS & MATERIALS	10,000	10,000	4,717	6,700
20-10-5390	MAINTENANCE VEHICLES	5,000	5,000	1,689	3,400
20-10-5410	MAINTENANCE BUILDING	12,000	12,000	1,550	8,000
20-10-5431	HYDRANT MAINTENANCE	5,000	5,000		1,700
20-10-5450	CONTRACTUAL SERVICES	66,218	66,218	52,332	25,960
20-10-5480	CAPITAL EQUIPMENT	215,000	215,000	170,395	370,000
20-10-5510	WATER METERS	56,670	56,670	84,965	24,000
20-10-5520	LABORATORY TESTING	10,000	10,000	13,106	55,000
20-10-5580	TRAINING EXPENSE	3,450	3,450	713	4,000
20-10-5601	REPAIRS-WATER DISTRIBUTION SYS.	13,500	13,500	4,347	7,000
20-10-5652	BRINE HAULING EXPENSES	35,000	35,000	38,500	34,000
20-10-5662	IEPA LOAN-PRINCIPAL	25,826	25,826	13,100	25,826
20-10-5672	IEPA LOAN - INTEREST	7,156	7,156	3,396	7,156
Totals for dept 10 - WATER SYSTEMS		1,019,231	1,019,231	831,871	1,023,867
Dept 20 - WASTEWATER SYSTEMS					
20-20-5030	WAGES	138,461	138,461	156,936	127,912
20-20-5032	WAGES - OVERTIME	7,000	7,000		
20-20-5040	FICA	8,423	8,423	9,395	7,817
20-20-5050	MEDICARE	1,970	1,970	2,197	1,828
20-20-5052	IMRF	14,537	14,537	16,769	13,402
20-20-5054	GROUP HEALTH INS	28,208	28,208	21,831	15,511
20-20-5058	UNIFORMS	1,300	1,300	1,139	1,600
20-20-5090	COMMUNICATIONS	3,800	3,800	3,269	4,050
20-20-5091	JULIE LOCATE SUPPLIES	400	400		
20-20-5100	POSTAGE	3,350	3,350	2,671	2,250
20-20-5110	PRINTING	3,100	3,100	2,399	2,100
20-20-5120	UTILITIES	140,000	140,000	88,134	94,000
20-20-5180	SMALL TOOLS AND EQUIPMENT	3,500	3,500	1,749	5,500
20-20-5190	RENTAL-EQUIPMENT	3,000	3,000	533	2,620
20-20-5200	OFFICE SUPPLIES	1,500	1,500	657	700
20-20-5213	OUTSIDE SERVICES	10,000	10,000	1,042	30,000
20-20-5251	NPDES PERMITS	20,000	20,000	17,500	20,000
20-20-5262	LAB SUPPLIES & EQUIPMENT	8,500	8,500	5,907	5,600
20-20-5281	CHEMICALS	50,000	50,000	38,573	42,000
20-20-5301	MAINT SUPPLIES-JANITORIAL	250	250	45	250
20-20-5360	ENGINEERING SERVICES	10,000	10,000	3,622	7,000
20-20-5370	GASOLINE	5,000	5,000	5,662	5,000
20-20-5381	MAINTENANCE PARTS & MATERIALS	18,000	18,000	7,726	10,000
20-20-5390	MAINTENANCE VEHICLES	5,000	5,000	1,854	3,400
20-20-5410	MAINTENANCE BUILDING	7,000	7,000	156	7,000
20-20-5450	CONTRACTUAL SERVICES	86,831	86,831	48,800	69,744
20-20-5480	CAPITAL EQUIPMENT	2,012,000	2,012,000	1,006,268	
20-20-5520	LABORATORY TESTING	30,000	30,000	19,797	20,000
20-20-5580	TRAINING EXPENSE	3,450	3,450	1,088	2,000
20-20-5602	REPAIRS-W/WATER COLLECTION SYS.	10,000	10,000	1,470	7,000
20-20-5660	COLLECTION SYS. PUMP MAINT.	20,000	20,000	7,779	10,000
Totals for dept 20 - WASTEWATER SYSTEMS		2,654,580	2,654,580	1,474,968	518,284

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
TOTAL APPROPRIATIONS		3,673,811	3,673,811	2,306,839	1,542,151
NET OF REVENUES/APPROPRIATIONS - FUND 20				(212,950)	
BEGINNING FUND BALANCE		20,123,410	20,123,410	20,123,410	19,910,460
ENDING FUND BALANCE		20,123,410	20,123,410	19,910,460	19,910,460

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 00 - GENERAL FUND					
30-00-3211	PLANNED USE OF FUND RESERVES				453,353
30-00-3410	INTEREST EARNED	500	500	30,445	15,000
30-00-3449	MFT - REBUILD IL FUNDS			75,559	
30-00-3450	MOTOR FUEL TAX	477,444	477,444	261,893	212,544
Totals for dept 00 - GENERAL FUND		477,944	477,944	367,897	680,897
TOTAL ESTIMATED REVENUES		477,944	477,944	367,897	680,897

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
Dept 00 - GENERAL FUND					
30-00-5462	MFT RESOLUTION	125,000	125,000	11,748	125,000
30-00-5463	MFT - REBUILD IL				453,353
Totals for dept 00 - GENERAL FUND		<u>125,000</u>	<u>125,000</u>	<u>11,748</u>	<u>578,353</u>
TOTAL APPROPRIATIONS		<u>125,000</u>	<u>125,000</u>	<u>11,748</u>	<u>578,353</u>
NET OF REVENUES/APPROPRIATIONS - FUND 30		<u>352,944</u>	<u>352,944</u>	<u>356,149</u>	<u>102,544</u>
BEGINNING FUND BALANCE		1,746,638	1,746,638	1,746,638	2,102,787
ENDING FUND BALANCE		2,099,582	2,099,582	2,102,787	2,205,331

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 00 - GENERAL FUND					
31-00-3410	INTEREST EARNED	45	45	3,347	
Totals for dept 00 - GENERAL FUND		45	45	3,347	
TOTAL ESTIMATED REVENUES		45	45	3,347	

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
Dept 00 - GENERAL FUND					
31-00-8500	TRANSFERS OUT			4	
Totals for dept 00 - GENERAL FUND				4	
TOTAL APPROPRIATIONS					
				4	
NET OF REVENUES/APPROPRIATIONS - FUND 31		45	45	3,343	
BEGINNING FUND BALANCE		226,681	226,681	226,681	230,024
ENDING FUND BALANCE		226,726	226,726	230,024	230,024

Calculations as of 04/30/2023

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 00 - GENERAL FUND					
34-00-3010	PROPERTY TAX	200,000	200,000	244,204	240,000
34-00-3410	INTEREST EARNED	400	400	559	500
Totals for dept 00 - GENERAL FUND		200,400	200,400	244,763	240,500
TOTAL ESTIMATED REVENUES		200,400	200,400	244,763	240,500

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
Dept 00 - GENERAL FUND					
34-00-5061	ADMINISTRATIVE FEES	1,000	1,000		1,000
34-00-5074	FACADE GRANT			50,000	100,000
34-00-5451	MINOR PROJECTS		100,000		
Totals for dept 00 - GENERAL FUND		1,000	101,000	50,000	101,000
TOTAL APPROPRIATIONS		1,000	101,000	50,000	101,000
NET OF REVENUES/APPROPRIATIONS - FUND 34		199,400	99,400	194,763	139,500
BEGINNING FUND BALANCE		579,940	579,940	579,940	774,703
ENDING FUND BALANCE		779,340	679,340	774,703	914,203

Calculations as of 04/30/2023

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 00 - GENERAL FUND					
35-00-3010	PROPERTY TAX	886,000	886,000	939,558	900,000
35-00-3410	INTEREST EARNED	650	650	598	650
Totals for dept 00 - GENERAL FUND		886,650	886,650	940,156	900,650
TOTAL ESTIMATED REVENUES		886,650	886,650	940,156	900,650

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
Dept 00 - GENERAL FUND					
35-00-5061	ADMINISTRATIVE FEES	10,550	10,550		5,550
35-00-5071	TIF NOTE INTEREST	289,643	289,643	289,643	263,262
35-00-5081	TIF NOTE PRINCIPAL	502,357	502,357	559,300	546,738
Totals for dept 00 - GENERAL FUND		802,550	802,550	848,943	815,550
TOTAL APPROPRIATIONS		802,550	802,550	848,943	815,550
NET OF REVENUES/APPROPRIATIONS - FUND 35		84,100	84,100	91,213	85,100
BEGINNING FUND BALANCE		(819,379)	(819,379)	(819,379)	(728,166)
ENDING FUND BALANCE		(735,279)	(735,279)	(728,166)	(643,066)

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 00 - GENERAL FUND					
40-00-3164	DRUG FORFEITURE PD			2,808	
40-00-3410	INTEREST EARNED	10	10	12	15
Totals for dept 00 - GENERAL FUND		10	10	2,820	15
TOTAL ESTIMATED REVENUES		10	10	2,820	15

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
Dept 00 - GENERAL FUND					
40-00-5060	OPERATING EXPENSE			4,458	
Totals for dept 00 - GENERAL FUND				4,458	
TOTAL APPROPRIATIONS					
NET OF REVENUES/APPROPRIATIONS - FUND 40		10	10	(1,638)	15
BEGINNING FUND BALANCE		16,739	16,739	16,739	15,101
ENDING FUND BALANCE		16,749	16,749	15,101	15,116

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 00 - GENERAL FUND					
43-00-3421	UNREALIZED GAIN/LOSS			32,515	
43-00-3490	EMPLOYER CONTRIBUTIONS	326,723	326,723	299,625	253,913
43-00-3491	EMPLOYEE CONTRIBUTIONS	76,045	76,045	214,919	50,000
Totals for dept 00 - GENERAL FUND		402,768	402,768	547,059	303,913
TOTAL ESTIMATED REVENUES		402,768	402,768	547,059	303,913

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 04/30/23	2023-24 DEPT REQUESTED BUDGET
APPROPRIATIONS					
Dept 00 - GENERAL FUND					
43-00-5030	RETIREE PENSION PAY			10,137	
43-00-5040	FICA			1,390	
43-00-5240	ACCOUNTING SERVICES			1,720	
43-00-5321	PROFESSIONAL FEES	22,444	22,444	12,743	10,000
43-00-5509	PENSION EXPENSES	168,000	168,000	105,000	114,000
Totals for dept 00 - GENERAL FUND		190,444	190,444	130,990	124,000
TOTAL APPROPRIATIONS		190,444	190,444	130,990	124,000
NET OF REVENUES/APPROPRIATIONS - FUND 43		212,324	212,324	416,069	179,913
BEGINNING FUND BALANCE		5,615,636	5,615,636	5,615,636	6,031,705
ENDING FUND BALANCE		5,827,960	5,827,960	6,031,705	6,211,618
ESTIMATED REVENUES - ALL FUNDS		14,925,084	14,925,084	11,220,354	9,410,620
APPROPRIATIONS - ALL FUNDS		13,647,581	13,747,581	10,895,536	8,153,583
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		1,277,503	1,177,503	324,818	1,257,037
BEGINNING FUND BALANCE - ALL FUNDS		38,638,210	38,638,210	38,638,210	38,963,028
ENDING FUND BALANCE - ALL FUNDS		39,915,713	39,815,713	38,963,028	40,220,065