

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, February 20, 2024 - 7:00 p.m. - Village Hall Board Room

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 5, 2024 Special Village Board Meeting
- B. A Motion to approve Bills & Payroll dated February 20, 2024
- C. A Motion to approve the December 2023 Treasurer's Report
- D. A Motion to approve (Ordinance 06-2024), an Ordinance Abating Special Service Area Taxes for Special Service Area Number Fifteen
- E. A Motion to approve (Ordinance 07-2024), an Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Gilberts
- F. A Motion to approve (Resolution 11-2024), a Resolution Authorizing Approval of an Agreement with Ingersoll-Rand Inc. for the Purchase of Two (2) New Air Compressors in Amount not to Exceed \$14,750.
- G. A Motion to approve (Resolution 12-2024), a Resolution Authorizing Approval of an Agreement with Dahme Mechanical Industries, Inc. for the Replacement of Softener Valves at the Water Treatment Plant in an Amount not to Exceed \$159,000.
- H. A Motion to approve (Resolution 13-2024), a Resolution Authorizing Approval of an Agreement with Dahme Mechanical Industries, Inc. for Repairs to the Wastewater Raw Building HVAC System in an amount not to Exceed \$44,500.
- I. A Motion to approve (Resolution 14-2024), a Resolution Authorizing Approval of Agreements with Xylem Water Solutions USA Inc. and Dahme Mechanical Industries, Inc. for the Purchase and Installation of Lift Station Pumps in a Not to Exceed Amount of \$82,500.
- J. A Motion to approve (Resolution 15-2024), a Resolution Authorizing a Partial Reduction in the Performance Security for Neighborhood 3A of the Conservancy

5. ITEMS FOR APPROVAL

- A. A Motion to approve (Resolution 16-2024), a Resolution Authorizing an Agreement with Double D Booking, Inc. to Provide Entertainment Booking and Stage Management Services for the 2024 Community Days Event in an amount not to exceed \$24,700

6. ITEMS FOR DISCUSSION

7. STAFF REPORTS

8. TRUSTEES' REPORTS

9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

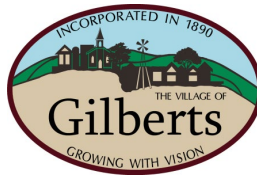
Posted on February 16, 2024 at:

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

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
SPECIAL VILLAGE BOARD MEETING MINUTES
Monday, February 5, 2024
Village Hall: 87 Galligan Road, Gilberts, IL 60136

Trustee Chapman submitted a request to participate in the meeting remotely. President Zambetti asked the other members of the board if they would allow this.

A Motion to Approve Trustee Chapman's participation in the meeting via virtual means, was made by Trustee Allen and seconded by Trustee Vanni. Roll call votes - Aye: (4) Trustees Vanni, Allen, Redfield and President Zambetti. Nay: 0/Abstain: 1 (Trustee Chapman) Absent: (1). (Trustees Coats and Marino).

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

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

2. ROLL CALL / ESTABLISH QUORUM

Village Clerk Lynda Lange called roll. Roll call of Board members present: Trustees, Vanni, Allen and Redfield were present, as was President Zambetti. Also present was Administrator Brian Bourdeau, Management Analyst Riley Lynch, Management Analyst Mitchell Anderson, Village Clerk Lynda Lange and Village Attorney Kurt Asprooth. Trustee Chapman participated in the meeting through virtual means. Trustee Coats arrived at 7:07pm. Trustee Marino was absent.

3. PUBLIC COMMENT: None

4. CONSENT AGENDA:

- A. A Motion to approve the Minutes from the January 16, 2024 Village Board Meeting.
- B. A Motion to ratify Bills & Payroll dated February 6, 2024.
- C. A Motion to approve (**Resolution 07-2024**), a Resolution Approving a 2024 Recreational Programming Agreement with Tri Cities Travel Baseball and Softball LLC.
- D. A Motion to approve (**Resolution 08-2024**), a Resolution Approving a 2024 Recreational Programming Agreement with Bison Baseball and Fastpitch.
- E. A Motion to approve (**Resolution 09-2024**), a Resolution Approving a 2024 Recreational Programming Agreement with Golden Corridor Family YMCA.
- F. A Motion to approve (**Resolution 10-2024**), a Resolution Authorizing Approval of an Agreement with AHW LLC for the Purchase of a John Deere Utility Tractor and Flex Wing Grooming Mower in an Amount Not-to-Exceed \$ 87,300.
- G. A Motion to Approve a Task Order with Robinson Engineering for Professional Engineering Services for the 2024 Roadway Program in an Amount Not-to-Exceed \$ 60,000.
- H. A Motion to Concur with the NKCC New Business Program.

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

A Motion to Approve Consent Agenda items 4. (A-H), as presented was made by Trustee Allen, seconded by Trustee Vanni. Roll call votes – Aye: (4) Trustees Vanni, Allen, Redfield, Chapman/ Nay: (0) / Absent: (2) Trustees Coats and Marino / Abstain: (0).

Trustee Coats arrived at 7:07pm.

5. ITEMS FOR APPROVAL:

A. Ordinance (04-2024), An Ordinance Amending Chapter 4 of Title 1 and Chapter 4 of Title 6 of the Village Code Regarding Parking Violation Fees.

A Motion to Approve (Ordinance 04-2024), An Ordinance Amending Chapter 4 of Title 1 and Chapter 4 of Title 6 of the Village Code Regarding Parking Violation Fees was made by Trustee Vanni seconded by Trustee Allen. Roll call votes – Aye: (5) Trustees Vanni, Allen, Redfield, Coats & Chapman / Nay: (0) / Absent: (1) Trustee Marino / Abstain: (0).

B. Ordinance (02-2024), An Ordinance Approving the Final Plat of Subdivision and Final PUD Plans for Phase 3B of the Conservancy Development.

A Motion to Approve Ordinance (02-2024), an Ordinance Approving the Final Plat of Subdivision and Final PUD Plans for Phase 3B of the Conservancy Development. was made by Trustee Redfield seconded by Trustee Vanni. Roll call votes – Aye: (3) Trustees Vanni, Allen, Redfield / Nay: (0) / Absent: (3) Trustees Coats, Chapman and Marino / Abstain: (0).

C. Ordinance (05-2024), An Ordinance Approving a Purchase and Sale Agreement with Gilberts Industrial Properties LLC for the Property Commonly Known as 185 Industrial Drive.

A Motion to Approve Ordinance (05-2024), an Ordinance Approving a Purchase and Sale Agreement with Gilberts Industrial Properties LLC for the Property Commonly Known as 185 Industrial Drive at a cost of \$ 3.275 Million, \$ 100,000 earnest money & 30 days inspection contingency was made by Trustee Allen seconded by Trustee Coats. Roll call votes – Aye: (5) Trustees Vanni, Allen, Redfield, Chapman & Coats / Nay: (0) / Absent: (1) Trustee Marino / Abstain: (0).

6. ITEMS FOR DISCUSSION: None

7. STAFF REPORTS:

A. Village Administrator, Brian Bourdeau provided information on the American Legion Post 679 and True Patriots Care, who are seeking sponsorship in the amount of \$5,000 from Gilberts, Carpentersville and West Dundee to host “The Wall that Heals”, a traveling replica of the Vietnam Memorial from May 24-27, 2024.

Brian Bourdeau also advised that the Village of Huntley is conducting a feasibility study for possible future intersection improvements on Kreutzer Road at the Huntley-Dundee Road intersection which sits in several jurisdictions: Kane County DOT (south leg/Huntley Road jurisdiction); Gilberts (borders southwest corner of intersection) and McHenry County DOT (planned south expansion of Lakewood Road). Later in February the engineering firm has invited all the jurisdictions to a joint meeting to discuss the feasibility study and possible next steps. The Village and Robinson Engineering are planning to attend the meeting.

- B. Management Analyst, Riley Lynch advised that Elgin Recycling will be at Community Days with a dunk tank to raise money for the Shop with a Cop program. More information will be forthcoming.

8. TRUSTEE REPORTS – None

9. PRESIDENT’S REPORT

President Guy Zambetti reported that he will be attending the Kane County Zoning Meeting this week.

10. EXECUTIVE SESSION

Motion by Trustee Allen and seconded by Trustee Redfield to move to Executive Session to discuss potential litigation according to Section 2(C)(11) of the Open Meetings Act. Roll call vote: Trustees, Allen, Chapman, Coats, Vanni and Redfield voted Aye (5) / Nay: 0 / Absent: (1) Trustee Marino / Abstained: 0 / Time: 7:17p.m.

The Open Meeting resumed at 7:56 p.m. Village Clerk Lynda Lange called roll. Roll call of board members present: President Zambetti and Trustees Chapman, Allen, Chapman, Coats and Redfield were present. Trustee Marino was absent.

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 Vanni at 7:56pm. Voice vote carried unanimously, - Aye: (5) Trustees Vanni, Allen, Coats, Chapman and Redfield / Nay: 0 / Absent: (1) Trustee Marino / Abstained: 0

The meeting ended at 7:56pm.

Respectfully submitted,

Lynda Lange

Lynda Lange
Village Clerk

Department: 00 GENERAL FUND

ANCEL GLINK, P.C.	ESCROWS PAYABLE	1,293.75
GJOVIK FORD	CAPITAL PROJECTS - PUBLIC WORK	69,229.03
ROBINSON ENGINEERING, LTD.	ESCROWS PAYABLE	4,798.00
SPECIAL EVENT SERVICES GROUP, IN	ENTERTAINMENT	3,025.00
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Total: 00 GENERAL FUND		78,345.78

Department: 01 ADMINISTRATIVE

ANCEL GLINK, P.C.	LEGAL EXPENSE	18,843.75
B&B NETWORKS, INC.	COMMUNICATIONS	166.87
CARD SERVICES	OPERATING EXPENSE	15.99
CARD SERVICES	TRAINING EXPENSE	278.00
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	77.50
KANE COUNTY RECORDER	OPERATING EXPENSE	203.00
MARCO TECHNOLOGIES LLC	RENTAL-EQUIPMENT	372.22
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	130.16
METRO WEST COUNCIL	DUES	75.00
PITNEY BOWES	RENTAL-EQUIPMENT	162.60
ROBINSON ENGINEERING, LTD.	VILLAGE PLANNER SERVICES	438.00
SERVICE PRINTING	OFFICE SUPPLIES	130.00
THAYER ENERGY SOLUTIONS	MAINTENANCE BUILDING	245.50
THE BUG MAN, INC	CONTRACTUAL SERVICES	46.00
WAREHOUSE DIRECT, INC	OFFICE SUPPLIES	235.28
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Total: 01 ADMINISTRATIVE		21,419.87

Department: 02 POLICE

ACTION AUTO WORKS INC	MAINTENANCE VEHICLES	4,091.83
B&B NETWORKS, INC.	COMMUNICATIONS	166.87
CARD SERVICES	UNIFORMS	(123.84)
CARD SERVICES	OPERATING EXPENSE	254.87
CARD SERVICES	OFFICE SUPPLIES	109.98
CARD SERVICES	MAINTENANCE BUILDING	281.28
CARD SERVICES	TRAINING EXPENSE	300.00
CRITICAL REACH	DUES	300.00
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	77.50
MARCO TECHNOLOGIES LLC	RENTAL-EQUIPMENT	186.11
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	27.89
MARENGO AUTO BODY & GLASS	MAINTENANCE VEHICLES	574.62
P.F. PETTIBONE & CO.	PRINTING	15.00
PEERLESS	COMMUNICATIONS	63.72
RAY O'HERRON	UNIFORMS	151.99
STEPHEN D. TOUSEY LAW OFFICE	LEGAL EXPENSE	400.00
THE BUG MAN, INC	MAINTENANCE BUILDING	38.00
WEX BANK	GASOLINE	2,382.90
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Total: 02 POLICE		9,298.72

Department: 03 PUBLIC WORKS

AEP ENERGY	STREETLIGHTING	1,325.27
B&B NETWORKS, INC.	COMMUNICATIONS	166.87
CARD SERVICES	OPERATING EXPENSE	192.04
CARD SERVICES	TRAINING EXPENSE	145.78
CHICAGO COMMUNICATIONS	MAINTENANCE VEHICLES	392.70
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	77.50
ETS ENVIRONMENTAL & ASSOC. LLC	CAPITAL EQUIPMENT	1,600.00
ILLINOIS STATE POLICE	OPERATING EXPENSE	84.75
O"CARROLL ELECTRIC, INC.	MAINTENANCE STREETS	25,600.00
ROOFOPTIONS LLC	CAPITAL EQUIPMENT	250.00
SARGENTS EQUIPMENT	MAINTENANCE EQUIPMENT	571.26
THE BUG MAN, INC	CONTRACTUAL SERVICES	49.00

WEX BANK	GASOLINE	3,953.61
Total: 03 PUBLIC WORKS		34,408.78

Department: 04 BUILDING

ROBINSON ENGINEERING, LTD.	BUILDING PERMIT EXPENSE	756.00
SAFEBUILT, LLC LOCKBOX # 88135	BUILDING PERMIT EXPENSE	2,192.23
Total: 04 BUILDING		2,948.23

Department: 06 PARKS

AEP ENERGY	UTILITIES	90.22
PEERLESS	COMMUNICATIONS	236.89
Total: 06 PARKS		327.11

Department: 08 GARBAGE HAULING

MDC ENVIRONMENTAL SVCS.	GARBAGE HAULING EXPENSE	58,819.09
Total: 08 GARBAGE HAULING		58,819.09

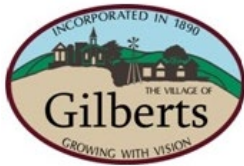
Department: 10 WATER SYSTEMS

B&B NETWORKS, INC.	COMMUNICATIONS	83.44
CARD SERVICES	MAINTENANCE PARTS & MATERIALS	81.76
FERGUSON WATERWORKS	WATER METERS	31,653.60
MACCARB, INC.	MAINTENANCE PARTS & MATERIALS	30.68
MARCO TECHNOLOGIES LLC	RENTAL-EQUIPMENT	93.06
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	13.95
PEERLESS	COMMUNICATIONS	269.74
WAREHOUSE DIRECT, INC	OFFICE SUPPLIES	80.49
WEX BANK	GASOLINE	758.06
Total: 10 WATER SYSTEMS		33,064.78

Department: 20 WASTEWATER SYSTEMS

B&B NETWORKS, INC.	COMMUNICATIONS	83.45
FERGUSON WATERWORKS	MAINTENANCE PARTS & MATERIALS	956.60
MARCO TECHNOLOGIES LLC	RENTAL-EQUIPMENT	93.06
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	13.95
NICOR	UTILITIES	141.26
PEERLESS	COMMUNICATIONS	269.75
WAREHOUSE DIRECT, INC	OFFICE SUPPLIES	80.50
WEX BANK	GASOLINE	758.05
Total: 20 WASTEWATER SYSTEMS		2,396.62

*** GRAND TOTAL ***	241,028.98
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Village of Gilberts
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Memorandum

TO: Village President Zambetti and Village Board of Trustees
CC: Brian Bourdeau, Village Administrator
FROM: Taunya Fischer, Finance Director
DATE: February 14, 2024
SUBJECT: December 31, 2023 Treasurer's Report

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

General Fund	Budget	Actual	% BDGT Used
Revenues	3,942,639.00	4,680,837.47	119%
Expenditures	3,577,029.00	4,042,818.76	111%
Net of Rev & Exp	365,610.00	638,018.71	

Water Fund	Budget	Actual	% BDGT Used
Revenues	1,542,351.00	1,429,172.30	93%
Expenditures	1,542,351.00	1,284,548.42	83%
Net of Rev & Exp	0.00	144,623.88	

As of 12/31/23 our 8-month stub budget is 100% complete. The General Fund revenues are at 119% and expenditures are at 111%; Water Fund revenues are at 93% and expenditures are at 83%. Looking at all funds, village-wide revenues are at 90%; and expenditures are at 93%. This is the final FYE 12/31/2023 Treasurer's Report.

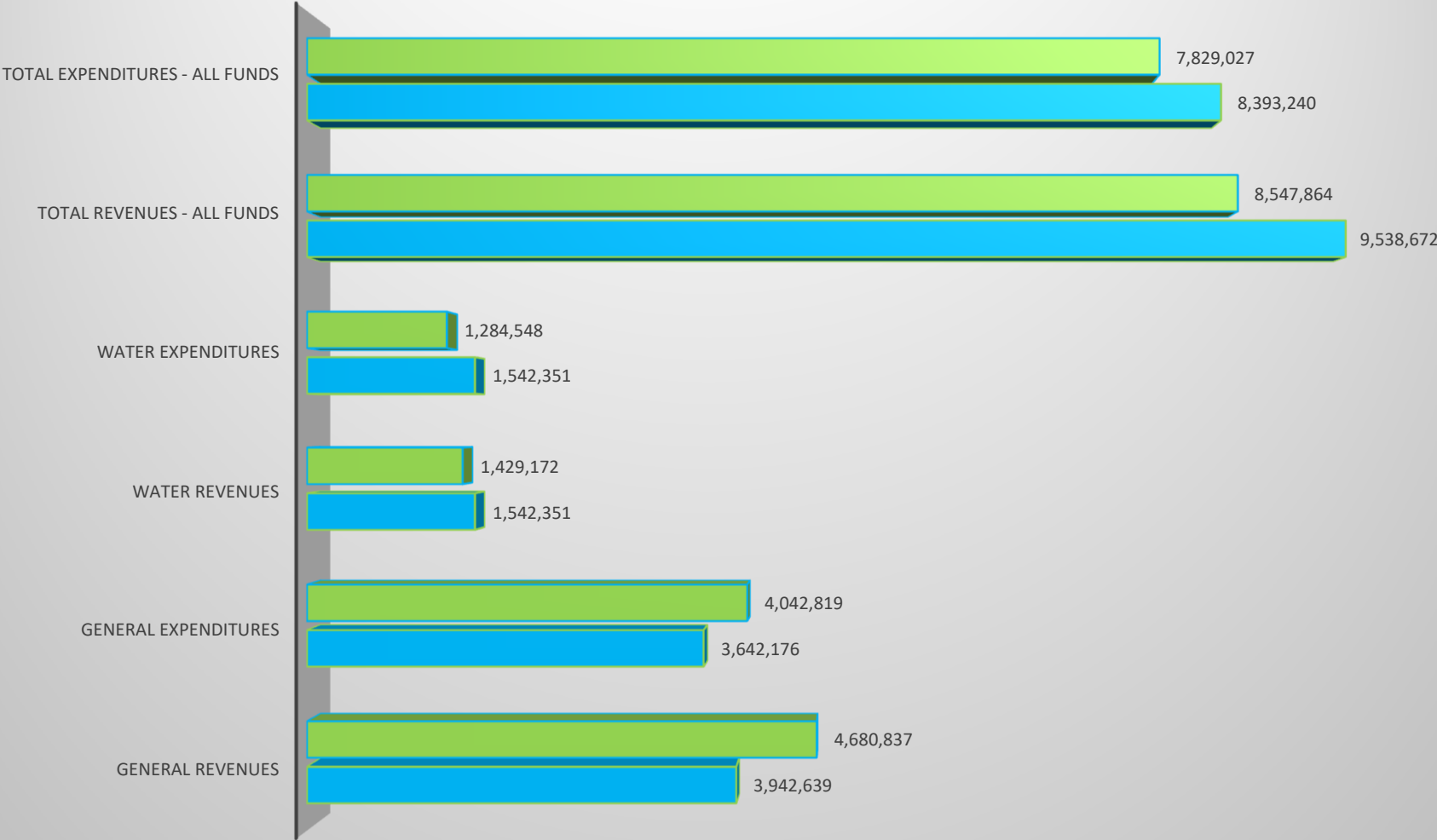
With interest rates doing very well, we have received quite a bit more than budgeted, but this can be a very unstable revenue with large fluctuations year-over-year happening frequently. As such, a conservative budget on interest rates is a necessity. All other revenues and expenditures are right where they should be for this time of year.

Also included in this report for December 31, 2023 are:
Revenue and Expense Budget vs. 12/31/23 YTD chart
Summary – All Funds report
Detail – All Funds report

Respectfully submitted,
Taunya Fischer, Finance Director

Village of Gilberts Revenues vs Expenditures 12/31/2023 Budget vs. YTD as of 12/31/2023

■ YTD AS OF 12-31-23 ■ 12-31-23 BUDGET



REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE
PERIOD ENDING 12/31/2023 - SUMMARY
% Fiscal Year Completed: 100.00

GL NUMBER	2023 BUDGET	YTD BALANCE 12/31/2023	ACTIVITY FOR		
			MONTH 12/31/2023	AVAILABLE BALANCE	% BDGT USED
Fund 01 - GENERAL FUND:					
TOTAL REVENUES	3,942,639.00	4,680,837.47	364,333.44	(738,198.47)	119
TOTAL EXPENDITURES	3,642,175.56	4,042,818.76	839,545.38	(400,643.20)	111
NET OF REVENUES & EXPENDITURES	300,463.44	638,018.71	(475,211.94)	(337,555.27)	
Fund 11 - COMMUNITY DAYS:					
TOTAL REVENUES	73,550.00	87,079.78	2,500.00	(13,529.78)	118
TOTAL EXPENDITURES	67,310.00	66,097.52	48.00	1,212.48	98
NET OF REVENUES & EXPENDITURES	6,240.00	20,982.26	2,452.00	(14,742.26)	
Fund 12 - INFRASTRUCTURE FUND:					
TOTAL REVENUES	1,393,700.00	371,017.99	43,730.56	1,022,682.01	27
TOTAL EXPENDITURES	1,372,500.00	699,762.63	24,582.50	672,737.37	51
NET OF REVENUES & EXPENDITURES	21,200.00	(328,744.64)	19,148.06	349,944.64	
Fund 15 - CAPITAL PROJECTS:					
TOTAL REVENUES	340,100.00	345,283.99	5,183.99	(5,183.99)	102
TOTAL EXPENDITURES	150,000.00	89,989.00	-	60,011.00	60
NET OF REVENUES & EXPENDITURES	190,100.00	255,294.99	5,183.99	(65,194.99)	
Fund 20 - WATER SYSTEM:					
TOTAL REVENUES	1,542,351.00	1,429,172.30	256,404.94	113,178.70	93
TOTAL EXPENDITURES	1,542,351.00	1,284,548.42	273,251.54	257,802.58	83
NET OF REVENUES & EXPENDITURES	-	144,623.88	(16,846.60)	(144,623.88)	
Fund 30 - MFT:					
TOTAL REVENUES	680,897.00	360,514.06	44,289.14	320,382.94	53
TOTAL EXPENDITURES	578,353.00	375,475.76	-	202,877.24	65
NET OF REVENUES & EXPENDITURES	102,544.00	(14,961.70)	44,289.14	117,505.70	
Fund 31 - PERFORMANCE BOND:					
TOTAL REVENUES	-	6,489.11	846.27	(6,489.11)	100
TOTAL EXPENDITURES	-	3.15	0.40	(3.15)	100
NET OF REVENUES & EXPENDITURES	-	6,485.96	845.87	(6,485.96)	
Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:					
TOTAL REVENUES	317,279.00	317,785.68	66.68	(506.68)	100
TOTAL EXPENDITURES	101,000.00	333,752.51	48,245.00	(232,752.51)	330
NET OF REVENUES & EXPENDITURES	216,279.00	(15,966.83)	(48,178.32)	232,245.83	
Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:					
TOTAL REVENUES	944,228.00	945,497.82	49.21	(1,269.82)	100
TOTAL EXPENDITURES	815,550.00	849,201.31	-	(33,651.31)	104
NET OF REVENUES & EXPENDITURES	128,678.00	96,296.51	49.21	32,381.49	
Fund 40 - DRUG FORFEITURE PD ACCOUNT:					
TOTAL REVENUES	15.00	4.99	0.63	10.01	33
TOTAL EXPENDITURES	-	-	-	-	0
NET OF REVENUES & EXPENDITURES	15.00	4.99	0.63	10.01	
Fund 43 - POLICE PENSION FUND:					
TOTAL REVENUES	303,913.00	4,181.08	-	299,731.92	1
TOTAL EXPENDITURES	124,000.00	87,378.13	-	36,621.87	70
NET OF REVENUES & EXPENDITURES	179,913.00	(83,197.05)	-	263,110.05	
TOTAL REVENUES - ALL FUNDS	9,538,672.00	8,547,864.27	717,404.86	990,807.73	90
TOTAL EXPENDITURES - ALL FUNDS	8,393,239.56	7,829,027.19	1,185,672.82	564,212.37	93
NET OF REVENUES & EXPENDITURES	1,145,432.44	718,837.08	(468,267.96)	426,595.36	

REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE
PERIOD ENDING 12/31/2023 - DETAIL
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2023 BUDGET	YTD BALANCE 12/31/2023	ACTIVITY FOR		
				MONTH 12/31/2023	AVAILABLE BALANCE	% BDGT USED
Fund 01 - GENERAL FUND						
Revenues						
Dept 00 - GENERAL FUND						
01-00-3010	PROPERTY TAX	1,359,286.00	1,359,418.25	517.90	(132.25)	100
01-00-3020	PERSONAL PROPERTY REPL TAX	900.00	613.31	45.28	286.69	68
01-00-3030	TAX-SALES	336,000.00	383,366.85	48,541.13	(47,366.85)	114
01-00-3040	TAX-STATE INCOME	800,000.00	898,322.53	76,725.67	(98,322.53)	112
01-00-3041	STATE LOCAL USE TAX	206,000.00	205,625.53	28,195.17	374.47	100
01-00-3043	CANNABIS USE TAX	13,250.00	8,317.78	1,023.86	4,932.22	63
01-00-3060	LICENSE-LIQUOR	13,900.00	3,500.00	3,300.00	10,400.00	25
01-00-3090	PULLTABS & JAR GAMES TAX	900.00	1,006.86	-	(106.86)	112
01-00-3100	FEE-BUSINESS REGISTRATION	3,800.00	4,481.00	100.00	(681.00)	118
01-00-3110	FEE-CABLE FRANCHISE	36,700.00	27,287.70	-	9,412.30	74
01-00-3140	UTIL TAX-ELECTRIC	113,400.00	127,890.19	12,252.44	(14,490.19)	113
01-00-3150	ULT TAX-GAS	67,000.00	63,408.38	10,602.51	3,591.62	95
01-00-3160	CONTRACTOR REGISTRATION	-	7,550.00	2,380.00	(7,550.00)	100
01-00-3180	ULIT TAX-COMMUNICATIONS	40,000.00	46,563.29	5,270.82	(6,563.29)	116
01-00-3200	ZBA/PLAN.COMM. HEARINGS	-	500.00	-	(500.00)	100
01-00-3210	MISCELLANEOUS INCOME	5,000.00	4,770.42	-	229.58	95
01-00-3220	FINES-COURT	11,400.00	11,176.15	1,014.28	223.85	98
01-00-3230	FINES-OTHER	2,000.00	2,795.00	-	(795.00)	140
01-00-3250	FEES-BUILDING PERMITS	78,000.00	139,252.00	3,734.00	(61,252.00)	179
01-00-3260	OVERWT/SIZE PERMIT FEE	1,500.00	1,690.00	100.00	(190.00)	113
01-00-3280	BUILDING ENGINEERING FEES	5,000.00	16,995.00	-	(11,995.00)	340
01-00-3330	PARK PAVILION RENTAL	500.00	820.00	-	(320.00)	164
01-00-3410	INTEREST EARNED	34,000.00	464,316.70	60,174.62	(430,316.70)	1366
01-00-3440	PARK IMPACT FEES	26,480.00	76,918.00	-	(50,438.00)	290
01-00-3451	GILBERTS POLICE REPORT REQUEST	135.00	235.00	15.00	(100.00)	174
01-00-3460	MUNICIPAL UTILITY IMPACT FEE	10,000.00	11,500.00	-	(1,500.00)	115
01-00-3480	ANTENNA RENTAL	45,072.00	44,623.28	5,577.91	448.72	99

GL NUMBER	DESCRIPTION	ACTIVITY FOR				
		2023 BUDGET	YTD BALANCE 12/31/2023	MONTH 12/31/2023	AVAILABLE BALANCE	% BDGT USED
01-00-3500	GRANT REVENUE	6,256.00	6,256.00	6,256.00	-	100
01-00-3530	VACANT PROP / BUILDING REGISTRATION	-	200.00	-	(200.00)	100
01-00-3540	RAFFLE LICENSE	60.00	10.00	-	50.00	17
01-00-3560	GARBAGE HAULER LICENSE	400.00	200.00	-	200.00	50
01-00-3580	VIDEO GAMING	104,000.00	117,762.06	14,482.06	(13,762.06)	113
01-00-3630	MUNICIPAL IMPACT FEE	55,000.00	89,136.16	-	(34,136.16)	162
01-00-8100	TRANSFERS IN	1,000.00	3.15	0.40	996.85	0
Total Dept 00 - GENERAL FUND		3,376,939.00	4,126,510.59	280,309.05	(749,571.59)	122
Dept 07 - ENHANCED DUI PROGRAM						
01-07-3017	ENHANCED DUI - VEHICLE SEIZURE	2,000.00	2,000.00	1,000.00	-	100
Total Dept 07 - ENHANCED DUI PROGRAM		2,000.00	2,000.00	1,000.00	-	100
Dept 08 - GARBAGE HAULING						
01-08-3018	GARBAGE REVENUE	534,000.00	528,330.15	82,012.25	5,669.85	99
01-08-3028	FRANCHISE REVENUE -GARBAGE	26,700.00	19,355.26	-	7,344.74	72
01-08-3080	LATE FEES	3,000.00	4,641.47	1,012.14	(1,641.47)	155
Total Dept 08 - GARBAGE HAULING		563,700.00	552,326.88	83,024.39	11,373.12	98
TOTAL REVENUES		3,942,639.00	4,680,837.47	364,333.44	(738,198.47)	119

Expenditures

Dept 01 - ADMINISTRATIVE

01-01-5010	WAGES-BOARD	16,000.00	14,750.00	1,625.00	1,250.00	92
01-01-5020	WAGES-PLANNING AND ZBA	2,100.00	575.00	100.00	1,525.00	27
01-01-5030	WAGES-GENERAL	252,292.00	190,735.72	27,143.33	61,556.28	76
01-01-5040	FICA	8,774.00	12,463.81	1,732.64	(3,689.81)	142
01-01-5050	MEDICARE	3,920.50	2,914.89	405.18	1,005.61	74
01-01-5051	STATE UNEMPL TAX	22,000.00	1,331.39	370.42	20,668.61	6
01-01-5052	IMRF	27,420.50	20,271.79	2,885.33	7,148.71	74
01-01-5054	GROUP HEALTH INS	35,657.03	18,828.43	4,009.43	16,828.60	53
01-01-5056	WORKER'S COMP INS	42,000.00	35,595.70	-	6,404.30	85
01-01-5060	OPERATING EXPENSE	3,500.00	2,745.22	1,854.23	754.78	78
01-01-5070	DUES	7,785.00	7,005.25	1,203.75	779.75	90
01-01-5080	LEGAL NOTICES	1,600.00	1,068.35	677.35	531.65	67

GL NUMBER	DESCRIPTION	ACTIVITY FOR				
		2023 BUDGET	YTD BALANCE 12/31/2023	MONTH 12/31/2023	AVAILABLE BALANCE	% BDGT USED
01-01-5090	COMMUNICATIONS	13,260.00	2,386.05	320.26	10,873.95	18
01-01-5100	POSTAGE	2,300.00	1,400.00	200.00	900.00	61
01-01-5110	PRINTING	7,400.00	5,875.68	4,403.07	1,524.32	79
01-01-5150	COMMUNITY RELATIONS	5,500.00	3,855.29	902.09	1,644.71	70
01-01-5190	RENTAL-EQUIPMENT	3,441.00	3,826.65	472.67	(385.65)	111
01-01-5200	OFFICE SUPPLIES	2,667.00	3,570.19	820.31	(903.19)	134
01-01-5210	NISRA EXPENSE	900.00	-	-	900.00	0
01-01-5220	LEGAL LITIGATION	-	165.00	55.00	(165.00)	100
01-01-5230	LEGAL EXPENSE	50,000.00	93,725.35	20,442.00	(43,725.35)	187
01-01-5240	ACCOUNTING SERVICES	48,000.00	48,421.00	7,233.00	(421.00)	101
01-01-5270	BANK FEES	175.00	64.00	39.00	111.00	37
01-01-5310	INSURANCE LIABILITY	48,000.00	-	-	48,000.00	0
01-01-5320	INSURANCE VEHICLES & EQUIP.	11,000.00	-	-	11,000.00	0
01-01-5360	ENGINEERING SERVICES	25,800.00	36,085.50	5,808.75	(10,285.50)	140
01-01-5370	GASOLINE	-	88.88	-	(88.88)	100
01-01-5400	MAINTENANCE EQUIPMENT	600.00	37.97	37.97	562.03	6
01-01-5410	MAINTENANCE BUILDING	4,000.00	1,225.00	140.00	2,775.00	31
01-01-5450	CONTRACTUAL SERVICES	62,757.00	29,391.80	3,267.37	33,365.20	47
01-01-5480	CAPITAL EQUIPMENT	8,500.00	5,479.33	1,276.94	3,020.67	64
01-01-5491	EMPLOYEE ENGAGEMENT	3,000.00	972.92	972.92	2,027.08	32
01-01-5560	VILLAGE PLANNER SERVICES	40,000.00	12,528.66	2,320.81	27,471.34	31
01-01-5580	TRAINING EXPENSE	24,105.00	7,977.55	3,950.00	16,127.45	33
01-01-5661	73 INDUSTRIAL PRINCIPAL	30,000.00	18,483.32	-	11,516.68	62
01-01-5671	73 INDUSTRIAL INTEREST	15,000.00	9,601.00	-	5,399.00	64
01-01-5960	REIMBURSED EXPENSES	-	102,757.36	102,757.36	(102,757.36)	100
01-01-8500	TRANSFERS OUT	1,050.00	1,050.00	-	-	100
Total Dept 01 - ADMINISTRATIVE		830,504.03	697,254.05	197,426.18	133,249.98	84
Dept 02 - POLICE						
01-02-5030	WAGES-POLICE	650,812.00	660,062.23	79,563.75	(9,250.23)	101
01-02-5031	WAGES - HOLIDAY WORKED	17,308.00	12,794.78	4,508.42	4,513.22	74
01-02-5032	WAGES - OVERTIME	11,819.00	23,296.19	1,626.74	(11,477.19)	197
01-02-5040	FICA	39,633.00	41,763.41	5,132.38	(2,130.41)	105
01-02-5050	MEDICARE	9,269.00	9,767.25	1,200.33	(498.25)	105

GL NUMBER	DESCRIPTION	ACTIVITY FOR				
		2023 BUDGET	YTD BALANCE 12/31/2023	MONTH 12/31/2023	AVAILABLE BALANCE	% BDGT USED
01-02-5052	IMRF	3,484.00	3,607.10	410.64	(123.10)	104
01-02-5054	GROUP HEALTH INS	108,290.00	87,013.50	10,692.76	21,276.50	80
01-02-5058	UNIFORMS	11,800.00	7,565.04	450.97	4,234.96	64
01-02-5060	OPERATING EXPENSE	2,834.00	2,005.52	-	828.48	71
01-02-5070	DUES	3,460.00	2,915.85	100.00	544.15	84
01-02-5090	COMMUNICATIONS	6,173.00	4,858.88	636.69	1,314.12	79
01-02-5110	PRINTING	1,000.00	899.35	763.35	100.65	90
01-02-5170	PUBLICATIONS/BROCHURES	150.00	-	-	150.00	0
01-02-5180	SMALL TOOLS AND EQUIPMENT	750.00	8.92	-	741.08	1
01-02-5190	RENTAL-EQUIPMENT	2,235.00	1,098.05	186.11	1,136.95	49
01-02-5200	OFFICE SUPPLIES	1,667.00	1,273.46	551.27	393.54	76
01-02-5230	LEGAL EXPENSE	3,667.00	3,247.98	400.00	419.02	89
01-02-5300	DISPATCHING	95,000.00	95,487.00	-	(487.00)	101
01-02-5370	GASOLINE	18,700.00	18,733.01	2,159.63	(33.01)	100
01-02-5390	MAINTENANCE VEHICLES	17,470.00	8,002.59	55.00	9,467.41	46
01-02-5400	MAINTENANCE EQUIPMENT	2,000.00	613.95	-	1,386.05	31
01-02-5410	MAINTENANCE BUILDING	13,950.00	10,092.90	351.00	3,857.10	72
01-02-5450	CONTRACTUAL SERVICES	12,445.00	11,281.35	1,441.82	1,163.65	91
01-02-5570	COMMUNITY RELATIONS	1,400.00	79.27	-	1,320.73	6
01-02-5580	TRAINING EXPENSE	8,950.00	5,629.79	499.22	3,320.21	63
01-02-8500	TRANSFERS OUT-POLICE	40,100.00	40,100.00	-	-	100
Total Dept 02 - POLICE		1,084,366.00	1,052,197.37	110,730.08	32,168.63	97
Dept 03 - PUBLIC WORKS						
01-03-5030	WAGES-PPW	198,495.50	149,287.81	18,179.08	49,207.69	75
01-03-5032	WAGES - OVERTIME	11,040.00	2,295.44	1,240.73	8,744.56	21
01-03-5040	FICA	13,135.00	9,512.76	1,197.13	3,622.24	72
01-03-5050	MEDICARE	3,004.00	2,224.75	279.98	779.25	74
01-03-5052	IMRF	22,454.00	16,339.59	2,064.32	6,114.41	73
01-03-5054	GROUP HEALTH INS	25,497.03	1,546.07	566.20	23,950.96	6
01-03-5058	UNIFORMS	2,400.00	2,194.79	-	205.21	91
01-03-5060	OPERATING EXPENSE	2,435.00	5,158.92	731.41	(2,723.92)	212
01-03-5070	DUES	382.00	-	-	382.00	0
01-03-5090	COMMUNICATIONS	1,460.00	2,026.87	303.93	(566.87)	139

GL NUMBER	DESCRIPTION	ACTIVITY FOR				
		2023 BUDGET	YTD BALANCE 12/31/2023	MONTH 12/31/2023	AVAILABLE BALANCE	% BDGT USED
01-03-5180	SMALL TOOLS AND EQUIPMENT	7,400.00	6,845.16	1,963.20	554.84	93
01-03-5190	RENTAL-EQUIPMENT	2,000.00	3,339.15	460.00	(1,339.15)	167
01-03-5251	NPDES PERMITS	1,000.00	1,000.00	-	-	100
01-03-5260	STREETLIGHTING	25,400.00	29,162.20	4,139.82	(3,762.20)	115
01-03-5370	GASOLINE	12,000.00	8,609.87	2,935.18	3,390.13	72
01-03-5380	SIGNS EXPENSE	12,500.00	2,734.97	-	9,765.03	22
01-03-5390	MAINTENANCE VEHICLES	17,800.00	12,855.06	3,209.67	4,944.94	72
01-03-5400	MAINTENANCE EQUIPMENT	10,000.00	10,016.33	7,653.93	(16.33)	100
01-03-5410	MAINTENANCE BUILDING	8,000.00	18,847.90	8,274.98	(10,847.90)	236
01-03-5420	MAINTENANCE STREETS	17,000.00	32,636.15	8,850.56	(15,636.15)	192
01-03-5440	MAINTENANCE GROUNDS	6,000.00	3,383.91	1,365.61	2,616.09	56
01-03-5441	TREE/SIDEWALK REPLACEMENT	2,500.00	786.62	-	1,713.38	31
01-03-5450	CONTRACTUAL SERVICES	40,485.00	31,413.89	142.24	9,071.11	78
01-03-5461	WEATHER SIREN MAINTENANCE	2,500.00	-	-	2,500.00	0
01-03-5480	CAPITAL EQUIPMENT	21,000.00	37,440.13	17,188.62	(16,440.13)	178
01-03-5580	TRAINING EXPENSE	3,800.00	1,258.15	630.00	2,541.85	33
01-03-8500	TRANSFERS OUT	265,000.00	265,000.00	-	-	100
Total Dept 03 - PUBLIC WORKS		734,687.53	655,916.49	81,376.59	78,771.04	89
Dept 04 - BUILDING						
01-04-5030	WAGES-BUILDING	33,719.00	32,267.63	3,821.43	1,451.37	96
01-04-5040	FICA	2,091.00	2,000.60	236.93	90.40	96
01-04-5050	MEDICARE	489.00	467.88	55.41	21.12	96
01-04-5052	IMRF	3,584.00	3,430.07	406.22	153.93	96
01-04-5054	GROUP HEALTH INS	28.00	26.40	3.30	1.60	94
01-04-5070	DUES	186.00	-	-	186.00	0
01-04-5090	COMMUNICATIONS	360.00	177.66	-	182.34	49
01-04-5200	OFFICE SUPPLIES	700.00	125.01	-	574.99	18
01-04-5250	BUILDING PERMIT EXPENSE	80,000.00	169,472.86	6,939.30	(89,472.86)	212
01-04-5370	GASOLINE	-	424.20	-	(424.20)	100
01-04-5450	CONTRACTUAL SERVICES	12,500.00	1,367.00	-	11,133.00	11
01-04-5580	TRAINING EXPENSE	500.00	-	-	500.00	0
Total Dept 04 - BUILDING		134,157.00	209,759.31	11,462.59	(75,602.31)	156

GL NUMBER	DESCRIPTION	2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	12/31/2023	MONTH 12/31/2023	BALANCE	USED
Dept 06 - PARKS						
01-06-5030	REG WAGES	25,066.00	8,378.00	-	16,688.00	33
01-06-5040	FICA	1,554.00	519.44	-	1,034.56	33
01-06-5050	MEDICARE	363.00	121.48	-	241.52	33
01-06-5052	IMRF	2,665.00	170.81	-	2,494.19	6
01-06-5060	OPERATING EXPENSE	500.00	207.92	-	292.08	42
01-06-5090	COMMUNICATIONS	2,700.00	1,774.33	233.94	925.67	66
01-06-5120	UTILITIES	4,200.00	2,844.24	119.14	1,355.76	68
01-06-5190	RENTAL-EQUIPMENT	3,000.00	1,055.00	975.00	1,945.00	35
01-06-5211	MAINTENANCE SUPPLIES	1,700.00	954.03	-	745.97	56
01-06-5350	MINOR PARK PROJECTS	500.00	-	-	500.00	0
01-06-5370	GASOLINE	1,000.00	3,216.09	803.07	(2,216.09)	322
01-06-5391	MAINTENANCE-SPORTS/PLAYGROUND EQUIP.	11,000.00	-	-	11,000.00	0
01-06-5400	MAINTENANCE EQUIPMENT	2,000.00	3,913.69	62.66	(1,913.69)	196
01-06-5410	MAINTENANCE BUILDING	10,500.00	478.25	-	10,021.75	5
01-06-5440	MAINTENANCE GROUNDS	21,000.00	9,418.76	209.96	11,581.24	45
01-06-5450	CONTRACTUAL SERVICES	9,800.00	10,492.84	773.76	(692.84)	107
01-06-5480	CAPITAL EQUIPMENT	-	597,743.04	128,771.73	(597,743.04)	100
01-06-8500	TRANSFERS OUT-PARKS	35,000.00	35,000.00	-	-	100
Total Dept 06 - PARKS		132,548.00	676,287.92	131,949.26	(543,739.92)	510
Dept 08 - GARBAGE HAULING						
01-08-5068	GARBAGE HAULING EXPENSE	472,000.00	497,490.62	58,758.19	(25,490.62)	105
Total Dept 08 - GARBAGE HAULING		472,000.00	497,490.62	58,758.19	(25,490.62)	105
Dept 89 - GPD DOWN STATE PENSION FUND						
01-89-5621	GPD DOWNSTATE PENSION FUND	253,913.00	253,913.00	247,842.49	-	100
Total Dept 89 - GPD DOWN STATE PENSION FUND		253,913.00	253,913.00	247,842.49	-	100
TOTAL EXPENDITURES		3,642,175.56	4,042,818.76	839,545.38	(400,643.20)	111
Fund 01 - GENERAL FUND:						
TOTAL REVENUES		3,942,639.00	4,680,837.47	364,333.44	(738,198.47)	119
TOTAL EXPENDITURES		3,642,175.56	4,042,818.76	839,545.38	(400,643.20)	111
NET OF REVENUES & EXPENDITURES		300,463.44	638,018.71	(475,211.94)	(337,555.27)	

GL NUMBER	DESCRIPTION	2023 BUDGET	YTD BALANCE 12/31/2023	ACTIVITY FOR		% BDGT USED
				MONTH 12/31/2023	AVAILABLE BALANCE	
Fund 11 - COMMUNITY DAYS						
Revenues						
Dept 00 - GENERAL FUND						
11-00-3015	COMMUNITY DAYS DONATIONS	14,000.00	23,750.00	-	(9,750.00)	170
11-00-3210	OTHER INCOME	17,000.00	24,611.33	-	(7,611.33)	145
11-00-3211	PLANNED USE OF FUND RESERVES	8,500.00	-	-	8,500.00	0
11-00-3520	VENDOR FEES	3,500.00	3,098.00	-	402.00	89
11-00-3590	VIDEO GAMING LICENSE	12,000.00	4,000.00	2,500.00	8,000.00	33
11-00-3980	BEVERAGE SALES	17,500.00	30,570.45	-	(13,070.45)	175
11-00-8100	TRANSFERS IN	1,050.00	1,050.00	-	-	100
Total Dept 00 - GENERAL FUND		73,550.00	87,079.78	2,500.00	(13,529.78)	118
TOTAL REVENUES		73,550.00	87,079.78	2,500.00	(13,529.78)	118
Expenditures						
Dept 00 - GENERAL FUND						
11-00-5060	BEVERAGE OPERATIONS	12,860.00	13,959.50	-	(1,099.50)	109
11-00-5070	PERMITS & LICENSES	70.00	-	-	70.00	0
11-00-5079	ADVERTISING / MARKETING	3,420.00	2,121.99	48.00	1,298.01	62
11-00-5130	MISCELLANEOUS EXPENSES	410.00	53.88	-	356.12	13
11-00-5159	ENTERTAINMENT	39,700.00	39,468.71	-	231.29	99
11-00-5213	LABOR & OUTSIDE SERVICES	5,200.00	4,962.63	-	237.37	95
11-00-5610	EQUIPMENT & SERVICES	5,650.00	5,530.81	-	119.19	98
Total Dept 00 - GENERAL FUND		67,310.00	66,097.52	48.00	1,212.48	98
TOTAL EXPENDITURES		67,310.00	66,097.52	48.00	1,212.48	98
Fund 11 - COMMUNITY DAYS:						
TOTAL REVENUES		73,550.00	87,079.78	2,500.00	(13,529.78)	118
TOTAL EXPENDITURES		67,310.00	66,097.52	48.00	1,212.48	98
NET OF REVENUES & EXPENDITURES		6,240.00	20,982.26	2,452.00	(14,742.26)	

GL NUMBER	DESCRIPTION	2023 BUDGET	YTD BALANCE 12/31/2023	ACTIVITY FOR		% BDGT USED
				MONTH 12/31/2023	AVAILABLE BALANCE	
Fund 12 - INFRASTRUCTURE FUND						
Revenues						
Dept 00 - GENERAL FUND						
12-00-3031	NON HOME RULE 1% SALES TAX	320,000.00	359,946.31	43,614.18	(39,946.31)	112
12-00-3050	TAX-ROAD AND BRIDGE	9,000.00	9,850.51	-	(850.51)	109
12-00-3211	PLANNED USE OF FUND RESERVES	1,050,000.00	-	-	1,050,000.00	0
12-00-3390	SSA#24 BOND INTEREST	13,500.00	1.66	-	13,498.34	0
12-00-3410	INTEREST EARNED	1,200.00	1,219.51	116.38	(19.51)	102
Total Dept 00 - GENERAL FUND		1,393,700.00	371,017.99	43,730.56	1,022,682.01	27
TOTAL REVENUES		1,393,700.00	371,017.99	43,730.56	1,022,682.01	27
Expenditures						
Dept 00 - GENERAL FUND						
12-00-5270	BANK FEES	-	475.00	-	(475.00)	100
12-00-5360	ENGINEERING SERVICES	-	60,000.00	24,582.50	(60,000.00)	100
12-00-5480	CAPITAL EQUIPMENT	1,050,000.00	316,787.63	-	733,212.37	30
12-00-5490	GO BOND PRINCIPAL	245,000.00	245,000.00	-	-	100
12-00-5491	GO BOND INTEREST	77,500.00	77,500.00	-	-	100
Total Dept 00 - GENERAL FUND		1,372,500.00	699,762.63	24,582.50	672,737.37	51
TOTAL EXPENDITURES		1,372,500.00	699,762.63	24,582.50	672,737.37	51
Fund 12 - INFRASTRUCTURE FUND:						
TOTAL REVENUES		1,393,700.00	371,017.99	43,730.56	1,022,682.01	27
TOTAL EXPENDITURES		1,372,500.00	699,762.63	24,582.50	672,737.37	51
NET OF REVENUES & EXPENDITURES		21,200.00	(328,744.64)	19,148.06	349,944.64	

GL NUMBER	DESCRIPTION	2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	12/31/2023	MONTH	BALANCE	USED
Fund 15 - CAPITAL PROJECTS						
Revenues						
Dept 00 - GENERAL FUND						
15-00-3210	MISCELLANEOUS INCOME	-	5,183.99	5,183.99	(5,183.99)	100
15-00-8100	TRANSFERS IN	340,100.00	340,100.00	-	-	100
Total Dept 00 - GENERAL FUND		340,100.00	345,283.99	5,183.99	(5,183.99)	102
TOTAL REVENUES		340,100.00	345,283.99	5,183.99	(5,183.99)	102
Expenditures						
Dept 00 - GENERAL FUND						
15-00-5481	CAPITAL PROJECTS	150,000.00	89,989.00	-	60,011.00	60
Total Dept 00 - GENERAL FUND		150,000.00	89,989.00	-	60,011.00	60
TOTAL EXPENDITURES		150,000.00	89,989.00	-	60,011.00	60
Fund 15 - CAPITAL PROJECTS:						
TOTAL REVENUES		340,100.00	345,283.99	5,183.99	(5,183.99)	102
TOTAL EXPENDITURES		150,000.00	89,989.00	-	60,011.00	60
NET OF REVENUES & EXPENDITURES		190,100.00	255,294.99	5,183.99	(65,194.99)	

GL NUMBER	DESCRIPTION	2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	12/31/2023	MONTH	BALANCE	USED
				12/31/2023		
Fund 20 - WATER SYSTEM						
Revenues						
Dept 00 - GENERAL FUND						
20-00-3022	INCOME - WASTEWATER	500,000.00	591,876.66	100,469.45	(91,876.66)	118
20-00-3032	INCOME - WATER	567,000.00	652,823.08	116,504.53	(85,823.08)	115
20-00-3080	LATE FEES	13,400.00	25,239.70	3,905.39	(11,839.70)	188
20-00-3211	PLANNED USE OF FUND RESERVES	417,751.00	-	-	417,751.00	0
20-00-3310	FEE-TAP-ON - WATER	1,700.00	4,200.00	-	(2,500.00)	247
20-00-3320	FEE-TAP-ON SEWER	1,000.00	-	-	1,000.00	0
20-00-3360	METER SALES	8,000.00	32,098.06	600.00	(24,098.06)	401
20-00-3390	SSA#24 BOND INTEREST	13,500.00	27,517.65	27,360.90	(14,017.65)	204
20-00-3410	INTEREST EARNED	20,000.00	95,417.15	7,564.67	(75,417.15)	477
Total Dept 00 - GENERAL FUND		1,542,351.00	1,429,172.30	256,404.94	113,178.70	93
TOTAL REVENUES		1,542,351.00	1,429,172.30	256,404.94	113,178.70	93

Expenditures

Dept 10 - WATER SYSTEMS

20-10-5030	REG. WAGES	150,084.00	107,453.15	12,694.55	42,630.85	72
20-10-5032	WAGES - OVERTIME	-	7,247.16	1,319.13	(7,247.16)	100
20-10-5040	FICA	9,250.00	6,847.70	831.01	2,402.30	74
20-10-5050	MEDICARE	2,163.00	1,601.70	194.36	561.30	74
20-10-5052	IMRF	29,952.00	12,192.68	1,489.66	17,759.32	41
20-10-5054	GROUP HEALTH INS	25,806.00	19,440.76	2,831.43	6,365.24	75
20-10-5056	WORKER'S COMP INS	18,000.00	15,255.30	-	2,744.70	85
20-10-5058	UNIFORMS	1,800.00	1,281.25	-	518.75	71
20-10-5070	DUES	900.00	1,228.92	788.00	(328.92)	137
20-10-5080	LEGAL NOTICES	100.00	-	-	100.00	0
20-10-5090	COMMUNICATIONS	5,950.00	4,526.71	530.52	1,423.29	76
20-10-5100	POSTAGE	2,900.00	2,585.17	128.18	314.83	89
20-10-5110	PRINTING	3,100.00	1,949.74	67.78	1,150.26	63
20-10-5120	UTILITIES	60,000.00	124,900.44	14,311.60	(64,900.44)	208
20-10-5180	SMALL TOOLS AND EQUIPMENT	5,500.00	4,852.04	3,960.77	647.96	88
20-10-5190	RENTAL-EQUIPMENT	2,620.00	1,087.12	93.06	1,532.88	41

GL NUMBER	DESCRIPTION	2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	12/31/2023	MONTH 12/31/2023	BALANCE	USED
20-10-5200	OFFICE SUPPLIES	700.00	644.39	115.61	55.61	92
20-10-5213	OUTSIDE SERVICES	3,400.00	3,877.00	253.00	(477.00)	114
20-10-5262	LAB SUPPLIES & EQUIPMENT	6,500.00	3,019.36	187.11	3,480.64	46
20-10-5281	CHEMICALS	70,000.00	25,508.55	(18,863.71)	44,491.45	36
20-10-5301	MAINT SUPPLIES-JANTORIAL	250.00	-	-	250.00	0
20-10-5310	INSURANCE LIABILITY	31,000.00	-	-	31,000.00	0
20-10-5320	INSURANCE VEHICLES & EQUIP.	6,000.00	-	-	6,000.00	0
20-10-5360	ENGINEERING SERVICES	10,000.00	675.00	675.00	9,325.00	7
20-10-5370	GASOLINE	4,700.00	5,363.03	401.88	(663.03)	114
20-10-5381	MAINTENANCE PARTS & MATERIALS	6,700.00	7,174.27	2,600.44	(474.27)	107
20-10-5390	MAINTENANCE VEHICLES	3,400.00	785.34	192.65	2,614.66	23
20-10-5410	MAINTENANCE BUILDING	8,000.00	9,326.43	-	(1,326.43)	117
20-10-5431	HYDRANT MAINTENANCE	1,700.00	1,678.00	600.00	22.00	99
20-10-5450	CONTRACTUAL SERVICES	25,960.00	12,819.99	84.55	13,140.01	49
20-10-5480	CAPITAL EQUIPMENT	370,000.00	360,884.50	151,125.00	9,115.50	98
20-10-5510	WATER METERS	24,000.00	359.06	-	23,640.94	2
20-10-5520	LABORATORY TESTING	55,000.00	12,819.00	6,730.40	42,181.00	23
20-10-5580	TRAINING EXPENSE	4,000.00	572.99	217.99	3,427.01	14
20-10-5601	REPAIRS-WATER DISTRIBUTION SYS.	7,000.00	8,470.00	-	(1,470.00)	121
20-10-5652	BRINE HAULING EXPENSES	34,000.00	39,872.30	6,243.90	(5,872.30)	117
20-10-5662	IEPA LOAN-PRINCIPAL	25,826.00	13,353.79	-	12,472.21	52
20-10-5672	IEPA LOAN - INTEREST	7,156.00	3,141.62	-	4,014.38	44
Total Dept 10 - WATER SYSTEMS		1,023,417.00	822,794.46	189,803.87	200,622.54	80
Dept 20 - WASTEWATER SYSTEMS						
20-20-5030	WAGES	127,912.00	107,113.41	11,026.29	20,798.59	84
20-20-5032	WAGES - OVERTIME	-	6,595.54	565.35	(6,595.54)	100
20-20-5040	FICA	7,817.00	6,856.12	692.30	960.88	88
20-20-5050	MEDICARE	1,828.00	1,603.25	161.93	224.75	88
20-20-5052	IMRF	13,402.00	12,087.23	1,232.18	1,314.77	90
20-20-5054	GROUP HEALTH INS	15,511.00	13,717.88	1,894.74	1,793.12	88
20-20-5058	UNIFORMS	1,600.00	681.25	-	918.75	43
20-20-5090	COMMUNICATIONS	4,050.00	2,758.56	530.52	1,291.44	68
20-20-5100	POSTAGE	2,900.00	2,585.19	128.17	314.81	89

GL NUMBER	DESCRIPTION	2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	12/31/2023	MONTH 12/31/2023	BALANCE	USED
20-20-5110	PRINTING	2,100.00	1,949.74	67.78	150.26	93
20-20-5120	UTILITIES	94,000.00	109,320.98	16,776.79	(15,320.98)	116
20-20-5180	SMALL TOOLS AND EQUIPMENT	5,500.00	4,765.56	2,766.47	734.44	87
20-20-5190	RENTAL-EQUIPMENT	2,620.00	562.92	93.06	2,057.08	21
20-20-5200	OFFICE SUPPLIES	700.00	396.28	24.49	303.72	57
20-20-5213	OUTSIDE SERVICES	30,000.00	13,705.40	13,705.40	16,294.60	46
20-20-5251	NPDES PERMITS	20,000.00	32,500.00	-	(12,500.00)	163
20-20-5262	LAB SUPPLIES & EQUIPMENT	5,600.00	3,221.03	180.00	2,378.97	58
20-20-5281	CHEMICALS	42,000.00	21,446.01	21,446.01	20,553.99	51
20-20-5301	MAINT SUPPLIES-JANITORIAL	250.00	-	-	250.00	0
20-20-5360	ENGINEERING SERVICES	7,000.00	-	-	7,000.00	0
20-20-5370	GASOLINE	5,000.00	4,748.93	401.88	251.07	95
20-20-5381	MAINTENANCE PARTS & MATERIALS	10,000.00	4,549.66	1,423.43	5,450.34	46
20-20-5390	MAINTENANCE VEHICLES	3,400.00	1,188.58	39.70	2,211.42	35
20-20-5410	MAINTENANCE BUILDING	7,000.00	7,688.35	-	(688.35)	110
20-20-5450	CONTRACTUAL SERVICES	69,744.00	61,884.58	25.80	7,859.42	89
20-20-5520	LABORATORY TESTING	20,000.00	33,301.51	3,914.38	(13,301.51)	167
20-20-5580	TRAINING EXPENSE	2,000.00	334.99	159.99	1,665.01	17
20-20-5602	REPAIRS-W/WATER COLLECTION SYS.	7,000.00	6,068.40	6,068.40	931.60	87
20-20-5660	COLLECTION SYS. PUMP MAINT.	10,000.00	122.61	122.61	9,877.39	1
Total Dept 20 - WASTEWATER SYSTEMS		518,934.00	461,753.96	83,447.67	57,180.04	89
TOTAL EXPENDITURES		1,542,351.00	1,284,548.42	273,251.54	257,802.58	83
Fund 20 - WATER SYSTEM:						
TOTAL REVENUES		1,542,351.00	1,429,172.30	256,404.94	113,178.70	93
TOTAL EXPENDITURES		1,542,351.00	1,284,548.42	273,251.54	257,802.58	83
NET OF REVENUES & EXPENDITURES		-	144,623.88	(16,846.60)	(144,623.88)	

GL NUMBER	DESCRIPTION	2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	12/31/2023	MONTH	BALANCE	USED
Fund 30 - MFT						
Revenues						
Dept 00 - GENERAL FUND						
30-00-3211	PLANNED USE OF FUND RESERVES	453,353.00	-	-	453,353.00	0
30-00-3410	INTEREST EARNED	15,000.00	69,792.26	9,594.50	(54,792.26)	465
30-00-3450	MOTOR FUEL TAX	212,544.00	290,721.80	34,694.64	(78,177.80)	137
Total Dept 00 - GENERAL FUND		680,897.00	360,514.06	44,289.14	320,382.94	53
TOTAL REVENUES		680,897.00	360,514.06	44,289.14	320,382.94	53
Expenditures						
Dept 00 - GENERAL FUND						
30-00-5462	MFT RESOLUTION	125,000.00	11,217.82	-	113,782.18	9
30-00-5463	MFT - REBUILD IL	453,353.00	364,257.94	-	89,095.06	80
Total Dept 00 - GENERAL FUND		578,353.00	375,475.76	-	202,877.24	65
TOTAL EXPENDITURES		578,353.00	375,475.76	-	202,877.24	65
Fund 30 - MFT:						
TOTAL REVENUES		680,897.00	360,514.06	44,289.14	320,382.94	53
TOTAL EXPENDITURES		578,353.00	375,475.76	-	202,877.24	65
NET OF REVENUES & EXPENDITURES		102,544.00	(14,961.70)	44,289.14	117,505.70	

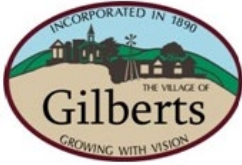
GL NUMBER	DESCRIPTION	2023 BUDGET	YTD BALANCE 12/31/2023	ACTIVITY FOR	AVAILABLE BALANCE	% BDGT USED
				MONTH 12/31/2023		
Fund 31 - PERFORMANCE BOND						
Revenues						
Dept 00 - GENERAL FUND						
31-00-3410	INTEREST EARNED	-	6,489.11	846.27	(6,489.11)	100
Total Dept 00 - GENERAL FUND		-	6,489.11	846.27	(6,489.11)	100
TOTAL REVENUES		-	6,489.11	846.27	(6,489.11)	100
Expenditures						
Dept 00 - GENERAL FUND						
31-00-8500	TRANSFERS OUT	-	3.15	0.40	(3.15)	100
Total Dept 00 - GENERAL FUND		-	3.15	0.40	(3.15)	100
TOTAL EXPENDITURES		-	3.15	0.40	(3.15)	100
Fund 31 - PERFORMANCE BOND:						
TOTAL REVENUES		-	6,489.11	846.27	(6,489.11)	100
TOTAL EXPENDITURES		-	3.15	0.40	(3.15)	100
NET OF REVENUES & EXPENDITURES		-	6,485.96	845.87	(6,485.96)	

GL NUMBER	DESCRIPTION	2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	12/31/2023	MONTH	BALANCE	USED
Fund 34 - TIF#1 CENTRAL REDEVELOPMENT						
Revenues						
Dept 00 - GENERAL FUND						
34-00-3010	PROPERTY TAX	316,779.00	317,215.61	-	(436.61)	100
34-00-3410	INTEREST EARNED	500.00	570.07	66.68	(70.07)	114
Total Dept 00 - GENERAL FUND		317,279.00	317,785.68	66.68	(506.68)	100
TOTAL REVENUES		317,279.00	317,785.68	66.68	(506.68)	100
Expenditures						
Dept 00 - GENERAL FUND						
34-00-5061	ADMINISTRATIVE FEES	1,000.00	550.00	-	450.00	55
34-00-5074	FACADE GRANT	100,000.00	73,750.00	-	26,250.00	74
34-00-5451	MINOR PROJECTS	-	259,452.51	48,245.00	(259,452.51)	100
Total Dept 00 - GENERAL FUND		101,000.00	333,752.51	48,245.00	(232,752.51)	330
TOTAL EXPENDITURES		101,000.00	333,752.51	48,245.00	(232,752.51)	330
Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:						
TOTAL REVENUES		317,279.00	317,785.68	66.68	(506.68)	100
TOTAL EXPENDITURES		101,000.00	333,752.51	48,245.00	(232,752.51)	330
NET OF REVENUES & EXPENDITURES		216,279.00	(15,966.83)	(48,178.32)	232,245.83	

GL NUMBER	DESCRIPTION	2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	12/31/2023	MONTH	BALANCE	USED
Fund 35 - TIF#2 HIGGINS ROAD IND. PARK						
Revenues						
Dept 00 - GENERAL FUND						
35-00-3010	PROPERTY TAX	943,578.00	944,890.92	-	(1,312.92)	100
35-00-3410	INTEREST EARNED	650.00	606.90	49.21	43.10	93
Total Dept 00 - GENERAL FUND		944,228.00	945,497.82	49.21	(1,269.82)	100
TOTAL REVENUES		944,228.00	945,497.82	49.21	(1,269.82)	100
Expenditures						
Dept 00 - GENERAL FUND						
35-00-5061	ADMINISTRATIVE FEES	5,550.00	-	-	5,550.00	0
35-00-5071	TIF NOTE INTEREST	263,262.00	284,001.31	-	(20,739.31)	108
35-00-5081	TIF NOTE PRINCIPAL	546,738.00	565,200.00	-	(18,462.00)	103
Total Dept 00 - GENERAL FUND		815,550.00	849,201.31	-	(33,651.31)	104
TOTAL EXPENDITURES		815,550.00	849,201.31	-	(33,651.31)	104
Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:						
TOTAL REVENUES		944,228.00	945,497.82	49.21	(1,269.82)	100
TOTAL EXPENDITURES		815,550.00	849,201.31	-	(33,651.31)	104
NET OF REVENUES & EXPENDITURES		128,678.00	96,296.51	49.21	32,381.49	

GL NUMBER	DESCRIPTION	2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	12/31/2023	MONTH	BALANCE	USED
Fund 40 - DRUG FORFEITURE PD ACCOUNT						
Revenues						
Dept 00 - GENERAL FUND						
40-00-3410	INTEREST EARNED	15.00	4.99	0.63	10.01	33
Total Dept 00 - GENERAL FUND		15.00	4.99	0.63	10.01	33
TOTAL REVENUES		15.00	4.99	0.63	10.01	33
Fund 40 - DRUG FORFEITURE PD ACCOUNT:						
TOTAL REVENUES		15.00	4.99	0.63	10.01	33
TOTAL EXPENDITURES		-	-	-	-	0
NET OF REVENUES & EXPENDITURES		15.00	4.99	0.63	10.01	

GL NUMBER	DESCRIPTION	2023 BUDGET	YTD BALANCE 12/31/2023	ACTIVITY FOR	AVAILABLE BALANCE	% BDGT USED
				MONTH 12/31/2023		
Fund 43 - POLICE PENSION FUND						
Revenues						
Dept 00 - GENERAL FUND						
43-00-3421	UNREALIZED GAIN/LOSS	-	(40,861.55)	-	40,861.55	100
43-00-3490	EMPLOYER CONTRIBUTIONS	253,913.00	-	-	253,913.00	0
43-00-3491	EMPLOYEE CONTRIBUTIONS	50,000.00	45,042.63	-	4,957.37	90
Total Dept 00 - GENERAL FUND		303,913.00	4,181.08	-	299,731.92	1
TOTAL REVENUES		303,913.00	4,181.08	-	299,731.92	1
Expenditures						
Dept 00 - GENERAL FUND						
43-00-5030	RETIREE PENSION PAY	-	65,858.82	-	(65,858.82)	100
43-00-5040	FICA	-	8,779.01	-	(8,779.01)	100
43-00-5240	ACCOUNTING SERVICES	-	9,732.50	-	(9,732.50)	100
43-00-5270	BANK FEES	-	82.80	-	(82.80)	100
43-00-5310	INSURANCE LIABILITY	-	500.00	-	(500.00)	100
43-00-5321	PROFESSIONAL FEES	10,000.00	850.00	-	9,150.00	9
43-00-5509	PENSION EXPENSES	114,000.00	-	-	114,000.00	0
43-00-5580	TRAINING EXPENSE	-	1,575.00	-	(1,575.00)	100
Total Dept 00 - GENERAL FUND		124,000.00	87,378.13	-	36,621.87	70
TOTAL EXPENDITURES		124,000.00	87,378.13	-	36,621.87	70
Fund 43 - POLICE PENSION FUND:						
TOTAL REVENUES		303,913.00	4,181.08	-	299,731.92	1
TOTAL EXPENDITURES		124,000.00	87,378.13	-	36,621.87	70
NET OF REVENUES & EXPENDITURES		179,913.00	(83,197.05)	-	263,110.05	
TOTAL REVENUES - ALL FUNDS						
		9,538,672.00	8,547,864.27	717,404.86	990,807.73	90
TOTAL EXPENDITURES - ALL FUNDS						
		8,393,239.56	7,829,027.19	1,185,672.82	564,212.37	93
NET OF REVENUES & EXPENDITURES		1,145,432.44	718,837.08	(468,267.96)	426,595.36	



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

To: Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: February 20, 2024 Village Board Meeting
Re: Item 4.D: An Ordinance Abating Special Service Area Taxes for Special Service Area Fifteen (SSA 15)

Background

In April 2014, the Village issued Series 2014 Bonds in SSA 15 that refunded previous SSA 15 Bonds. On February 22, 2024, the Village intends to issue SSA Tax Refunding Bonds, Series 2024 to refund the Series 2014 Bonds. The attached ordinance abates all the required tax levies pursuant to the Series 2014 Bonds through and including levy year 2023. Ordinance 15-2023 which was approved by the Board authorizing the refunding also provided for the appropriate levy to cover debt service should the Series 2024 Bonds be issued.

Recommendation

Village staff recommends approval of the Ordinance, which is an integral part of the overall refunding process.

VILLAGE OF GILBERTS

ORDINANCE NO. 06-2024

**AN ORDINANCE ABATING SPECIAL SERVICE AREA TAXES
FOR SPECIAL SERVICE AREA NUMBER FIFTEEN**

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

SECTION 1. It is found and declared by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois (the “Village”) as follows:

(a) The President and Board of Trustees of the Village adopted Ordinance No. 09-2014 on April 15, 2014 (the “Series 2014 Bond Ordinance”) which: (i) provided for the issuance of not to exceed \$12,000,000 of Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2014 (the “Prior Bonds”), of the Village of Gilberts, for the purpose of paying for the costs of certain improvements benefiting the Special Services Area Number Fifteen (the “Special Service Area”); and (ii) provided for the levy of a Special Tax upon all taxable property within the Special Service Area sufficient to pay the principal of the Prior Bonds for each year at maturity or mandatory sinking fund redemption dates and to pay interest and administrative expenses of the Special Service Area for each such year.

(b) On February 22, 2024, the Village intends to issue its Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2024 (the “Series 2024 Bonds”) pursuant to which the Village will currently refund and defease the outstanding principal amount of the Prior Bonds. Ordinance No. 15-2023 of the Village, pursuant to which the Series 2024 Bonds will be issued, provided for a separate levy for payment of debt service on the Series 2024 Bonds and directed the Village to adopt and file an abatement ordinance abating the levy of taxes for levy year 2023 and later, upon the issuance of the Series 2024 Bonds.

SECTION 2. Effective upon the issuance of the Series 2024 Bonds, there is hereby abated all taxes levied pursuant to the Series 2014 Bond Ordinance (Ordinance No. 09-2014) for levy years 2023 through and including levy year 2033.

SECTION 3. It is the duty of the County Clerk of Kane County to abate those taxes as provided in Section 2 of this Ordinance.

SECTION 4. All ordinance, resolutions and order or parts of ordinance, resolutions, and orders in conflict with this ordinance are repealed to the extent of such conflict. The Village Clerk shall cause this Ordinance to be published in pamphlet form. This Ordinance shall be in full force and effect after passage and publication as provided by law and upon issuance of the Series 2024 Bonds. The Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or after February 22, 2024 after the issuance of the Series 2024 Bonds.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 20th day of February, 2024.

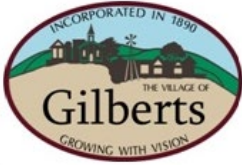
	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 20th DAY OF FEBRUARY, 2024

Village President

(SEAL)

ATTEST : _____
Lynda Lange, Village Clerk



Village of Gilberts

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

To: President Zambetti and Board of Trustees

From: Brian Bourdeau, Village Administrator
Riley Lynch, Management Analyst

Date: February 20, 2024 Village Board Meeting

Re: Item 4.E: An Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Gilberts

Background:

In an effort to clear storage space across all Village facilities, staff have put together a list of old electronic devices and equipment that can be disposed of. Keeping storage spaces clear of unnecessary equipment helps make room for more important equipment, supplies and records. Plus, it helps reduce clutter around Village offices. Having additional storage space for either permanent or temporary relocation of equipment, supplies, and records will be very useful as we approach a transition to a new Public Works Building.

Analysis:

All of the equipment listed in the following ordinance are no longer in use and are not anticipated to be used for Village functions in the future. Most of the equipment is old, used, and has very little resale value to justify devoting staff time to market them. Therefore, we plan to recycle most equipment. However, some of the old cell phones still function, and we plan first offer them to local shelters for victims of domestic abuse or similar not-for-profit organizations. Also, note that the computers included in this surplus ordinance have had their hard drives removed for data retention purposes.

Recommendation:

As this equipment is no longer in use and will only continue to take up space, Staff recommends approval of the attached ordinance authorizing the disposal of the equipment listed on the following ordinance.

VILLAGE OF GILBERTS

ORDINANCE 07-2024

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF
PERSONAL PROPERTY OWNED BY THE VILLAGE OF GILBERTS**

WHEREAS, it is the opinion of the corporate authorities of the Village of Gilberts that it is no longer necessary, useful, or in the best interest of the Village to retain ownership of the personal property described in this Ordinance; and

WHEREAS, the Village of Gilberts finds and determines that it will dispose of the personal property in a manner described in this Ordinance;

THEREFORE, BE IT ORDAINED 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 Ordinance as though set forth in this Section 1.

Section 2: **Disposal of Surplus Property.** The President and Trustees find that the personal property described in Exhibit A attached to this Ordinance (“Surplus Property”) is no longer necessary or useful to the Village of Gilberts is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the Village. The Surplus Property shall be sold or disposed of in an “as is” condition.

Section 3: Each section, paragraph, sentence, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, other than the part affected by such decision.

Section 4: This Ordinance shall take effect upon its passage and approval according to law, and shall, by authority of the Board of Trustees, be published in pamphlet form.

PASSED BY THE BOARD OF TRUSTEES this 20th day of February, 2024 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 20th DAY OF FEBRUARY, 2024

Guy Zambetti, Village President

(SEAL)

ATTEST : _____
Lynda Lange, Village Clerk

Exhibit A

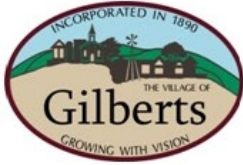
Surplus Items

- Sony DVD Player
 - AV-AV Cable
 - Remote Control
- Brother Pocket Jet Lazer Printer
 - Vehicle AUX to USB-A Cable
 - USB-A to Mini USB-B Cable
 - AC Power Cable
- Linksys 2.4GHz Wireless Broadband Router
 - Power Adapter
- Netgear 5-Port Ethernet Switch
 - Power Adapter
- FujiFilm FINEPIX Z20 3X Digital Camera
 - Battery Charger and cable
 - 2GB SD Card
 - USB Connector Cable (Camera to PC)
 - Camera to AV Cable
 - Carrying Case
 - 2x Software Discs
- 2x Lenovo Desktop Computers (No HDDs)
 - MT-M 10UR-001JUS S/N MJ0A66HJ
 - MT-M 10UR-001JUS S/N MJ0A66F8
- 3x Dell Computer Monitors (Holding onto one)
- Dell Desktop Computer
 - GILBV-PW-03
- Dell Optiplex 780 Desktop Computer
 - GILBV-W7DT-05
- StarTech 7 Port USB 2.0 Hub
 - USB-A to USB-B Cable
- Infinity Recorder USB Foot pedal
- Toshiba Digital Business Telephone (DP5130-SDL)
- 4x Premier 2500 Tone Dial Desk Telephones
- Microsoft Ergonomic Keyboard 4000
- Premier Dial Telephone
 - Attached telephone cable
 - Extra telephone cable
- CardScan 800c scanner (No cable)
- IBM Selectric II Corrective Typewriter
 - Case of 9 Selectric typing elements
 - Multiple rolls of corrective tape
- Microsoft Surface Pro 6 (Tablet Only, damaged)
- iPad (1st Gen)
 - Charging cable

- Samsung Galaxy Tab E
 - Charging Cable
- Cannon MP21D Receipt Printer
 - Power cable
- Sony TCM-929 Cassette-Corder

Cell Phones

- Samsung Galaxy S10
- Apple iPhone 7
- Apple iPhone XR
- Apple iPhone SE (2020)
- Samsung Galaxy XCover Pro & Holster Case



Village of Gilberts

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

To: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Wade Kretsinger, Public Works Director
Date: February 20, 2024 Board Meeting
Re: Item 4.F: Approval of (Resolution 11-2024), a Resolution Authorizing Approval of an Agreement with Ingersoll-Rand Inc. for the Purchase of Two (2) New Air Compressors in Amount not to Exceed \$14,750

Background:

The air compressors in the ALAR room are over 12 years old and in need of replacement. There are 2 air compressors that provide air to the softener valves as well as the ALAR treatment system.

Summary:

In this year's budget, the Utilities Department set aside money in the budget to purchase 2 new air compressors. These compressors will go on an annual contract to get serviced. Moving forward it is a must that we keep better care of our equipment.

Conclusion:

We recommend that the Village Board of Trustees authorize the purchase of 2 new air compressor From Ingersoll-Rand Industrials in a Not to Exceed Amount of \$14,750 from account 20-10-5480.

VILLAGE OF GILBERTS

RESOLUTION 11-2024

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH INGERSOLL-RAND INC. FOR THE PURCHASE OF TWO (2) NEW AIR COMPRESSORS IN A NOT TO EXCEED AMOUNT OF \$14,750.

WHEREAS, the Village of Gilberts (“Village”) owns, operates, and maintains a water treatment system from a water treatment plant; and

WHEREAS, the Village currently utilizes ALAR treatment equipment in its water treatment plant; and

WHEREAS, fully functioning air compressors are necessary, from time to time, in water treatment operations; and

WHEREAS, the air compressors in the water treatment plant have become dilapidated and are in need of replacement; and

WHEREAS, funds were set aside in the Village’s 2024 budget for the replacement of the two air compressors in the water treatment plant

WHEREAS, the Village currently utilizes Ingersoll Rand air compressors in its water treatment operations.

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 authorizes the Village Administrator to execute an agreement and other necessary documents with Ingersoll Rand for replacement and installation of new air compressors as outlined in the proposal attached as Exhibit A in an amount not-to-exceed \$14,750.

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

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 20th day of February, 2024.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 20TH DAY OF FEBRUARY, 2024.

Guy Zambetti, Village President

(SEAL)

ATTEST: _____
Lynda Lange, Village Clerk

Exhibit A

Ingersoll Rand Quote for the purchase and installation of two new air compressors at the Water Treatment Plant.



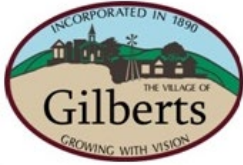
Investment Summary for Village of Gilberts WRD (02/13/2024)

Line #	Product Description	Qty	Unit Price	Extended Price
1.0	FULLY PACKAGED 7.5HP TWO STAGE T30 RECIPROCATING	2	\$3,250.00	\$6,500.00
	Included Component			
	Value Simplex Package, 2475 Bare, 80V Tank, 460/3/60, 175 PSIG, Auto Start & Stop, 7.5 HP Recip Compressor	2		
	Startup Kit For Ingersoll Rand 2420 / 2340 / 2475 Recip Compressor	2		
2.0	D60IT High Temperature Refrigerated Dryer	1	\$2,500.00	\$2,500.00
3.0	FA75IG GENERAL PURPOSE FILTER\ 3/4" NPT\ 45 SCFM\ W/ AUTODRAIN	1	\$275.00	\$275.00
4.0	Polysep PSG-7 Oil Water Separator (60 SCFM Max Capacity)	1	\$830.00	\$830.00
5.0	INSTALL SERVICE	1	\$4,500.00	\$4,500.00
	Included Component			
	Summit Mechanical Turnkey Installation	1		

Product/Service Quote Amount	\$14,605.00
Upgrade Option(s) Amount	--
Freight Amount	PPA
Total Quote Amount	\$14,605.00

Chris Ceisel
 (224) 213-8111
 christopher.ceisel@irco.com

Village of Gilberts WRD
 Quote Reference
 #CTS-173089



Village of Gilberts

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

To: President Zambetti & Board of Trustees

From: Brian Bourdeau, Village Administrator
Wade Kretsinger, Public Works Director

Date: February 20, 2024 Board Meeting

Re: Item 4.G: Approval of (Resolution 12-2024), a Resolution Authorizing Approval of an Agreement with Dahme Mechanical Industries, Inc. for the Replacement of Softener Valves at the Water Treatment Plant in an Amount not to Exceed \$159,000.

Background:

The current softer valves are original from when the plant was first built in 2001 and are showing signs wear and failure. These softener valves sequence when regenerating the filters. We are planning to match these valves and equipment to the new softeners that were recently installed in the water treatment plant expansion. Butterfly valves are more dependable and sustainable for the foreseeable future.

Summary:

The Utility Division placed \$160,000 in this year's budget to have the softener valves at the water treatment plant replaced.

Conclusion:

We recommend that the Village Board of Trustees Authorize the Replacement of the Softener Valves at the Water Treatment Plant by Dahme Mechanical in a Not to Exceed Amount of \$159,000.

VILLAGE OF GILBERTS

RESOLUTION 12-2024

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH DAHME MECHANICAL INDUSTRIES, INC. FOR THE REPLACEMENT OF SOFTENER VALVES AT THE WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$159,000.

WHEREAS, the Village of Gilberts (“Village”) owns, operates, and maintains a water treatment system from a water treatment plant; and

WHEREAS, functioning water softeners are an integral component of the Village’s water treatment operations; and

WHEREAS, the water softener valves at the water treatment plant are deteriorating and are in need of replacement; and

WHEREAS, funds were included in the Village’s 2024 budget for the replacement of water softener valves; and

WHEREAS, the Village has previously used Dahme Mechanical Industries, Inc. for similar projects; and

WHEREAS, Dahme Mechanical Industries, Inc, is experienced with the Village’s particular water treatment systems.

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 authorizes the Village Administrator to execute an agreement and other necessary documents with Dahme Mechanical Industries, Inc. for the replacement of softener valves at the water treatment plant as outlined in the proposal attached as Exhibit A in an amount not-to-exceed \$159,000.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreement between the Village and Dahme Mechanical Industries, Inc. for the replacement of water softener valves, they are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

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

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 20th day of February, 2024.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 20th DAY OF FEBRUARY, 2024.

Guy Zambetti, Village President

(SEAL)

ATTEST: _____
Lynda Lange, Village Clerk

Exhibit A

Dahme Mechanical Industries, Inc. Proposal for the Replacement of Water Softener Valves at
the Water Treatment Plant



DAHME MECHANICAL INDUSTRIES, INC.
610 S. ARTHUR AVE.
ARLINGTON HEIGHTS, IL 60005
847-253-0341
info@dm-inc.net www.dmi-inc.net

February 13, 2024

Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

Attn: Zach Ruemelin, Utilities Superintendent

Re: WTP Softener (Original) Control Valve Replacement

Zach:

Dahme Mechanical Industries is pleased to submit our scope of work for the project described below:

- Mobilize and coordinate installation with Village of Gilberts (VoG) operations personnel in the work area
- DMI to furnish and install at each (total of 3) original softeners:
 - (3) each 6" and 3" pneumatic solenoid controlled butterfly valve
 - (3) 6" manual butterfly valves
 - (1) vessel air relief valve
- In addition we include
 - (1) 10" motorized butterfly valve
 - (3) 8" manual butterfly valves
 - (1) 4" manual butterfly valve
- All new pipe to account for dimensional changes in valve lengths and new valves will match existing (newest project) materials; new hardware and anchors to be stainless steel
- Install only new Owner-furnished air compressors and accessories
- Electrical and pneumatic connections are included
- Painting, HVAC modifications/improvements, integration, support trades not included above are excluded
- Construction debris placed in VoG-furnished containers and will be disposed of offsite
- Use of VoG sanitary facilities will be required
- Sales tax, bonds, permits are excluded
- Dahme Mechanical Industries, Inc. standard insurance and one-year parts and labor warranty is included

EXCLUSIONS:

1. **Dahme Mechanical Industries, Inc. shall not be held liable for any job site safety or job site maintenance of any type upon completion of our work.**
2. All agreements contingent upon strikes, accidents or delays beyond our control.
3. All work not included or described above.
4. All work not included in our trade agreements or reasonably assumed to be our responsibility

All material is guaranteed as listed above and specified above. Any additional items not included in our trade agreements or clearly stated above are expressly excluded. **Payment terms are 100%, net 30 days after invoicing.**

Total price, as described above: \$158,888.00

Add \$10,000.00 for discretionary allowance (Owner-directed enhancements, unforeseen conditions, etc.) which will only be used if directed by the Owner; whatever portion of the allowance remains upon completion will be deducted from the overall balance due.

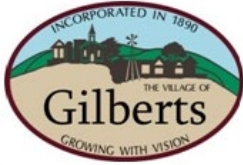


DAHME MECHANICAL INDUSTRIES, INC.
610 S. ARTHUR AVE.
ARLINGTON HEIGHTS, IL 60005
847-253-0341
info@dmi-inc.net www.dmi-inc.net

All labor beyond the scope described above will be provided at \$345.00/hour for a two-man crew with service truck, and additional materials will be charged at cost + 15% mark-up after taxes are added. This proposal may be withdrawn by us if not accepted within 30 days.

Thank you-

Kris Komorn
Dahme Mechanical Industries, Inc.
kkomorn@dmi-inc.net



Village of Gilberts

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

To: President Zambetti & Board of Trustees

From: Brian Bourdeau, Village Administrator
Wade Kretsinger, Public Works Director

Date: February 20, 2024 Board Meeting

Re: Item 4.H: Approval of Resolution (13-2024), a Resolution authorizing an agreement with Dahme Mechanical Industries, Inc for Repairs to the Wastewater Raw Building HVAC System in a Not to Exceed Amount of \$44,500.

Background:

The HVAC upgrades are for the air exchange unit and louvers. These are the original units from when the RAW building was built in 2001. These units help remove fumes from the building as well as preventing the equipment from corroding as fast. Both the air exchange and louvers are currently not in working order.

Summary:

The Utility Division placed \$50,000 in Capital Equipment (20-20-5480) budget for the Raw Building HVAC repairs. These repairs will get the system back up and running as it should be.

Conclusion:

We recommend that the Village Board of Trustees authorize the Repairs to the Wastewater Raw Building HVAC System by Dahme Mechanical in a Not to Exceed Amount of \$44,500.

VILLAGE OF GILBERTS

RESOLUTION 13-2024

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH DAHME MECHANICAL INDUSTRIES, INC. FOR REPAIRS TO THE WASTEWATER RAW BUILDING HVAC SYSTEM IN AN AMOUNT NOT TO EXCEED \$44,500.

WHEREAS, the Village of Gilberts (“Village”) owns, operates, and maintains a wastewater treatment system from a waste water treatment plant; and

WHEREAS, a fully functional heating, ventilation, and air conditioning (“HVAC”) system is necessary to remove fumes from the raw water building of the wastewater treatment plant to make it safe for staff and to reduce the speed at which equipment corrodes; and

WHEREAS, the HVAC system in the raw water building of the wastewater treatment plant is not currently not fully functional and in need of repair; and

WHEREAS, funds were included in the Village’s 2024 budget for the repair of the HVAC system in the raw water building; and

WHEREAS, the Village has previously used Dahme Mechanical Industries, Inc. for similar projects; and

WHEREAS, Dahme Mechanical Industries, Inc, is experienced with the Village’s particular wastewater building and systems.

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 authorizes the Village Administrator to execute an agreement and other necessary documents with Dahme Mechanical Industries, Inc. for repairs to the wastewater raw building HVAC system as outlined in the proposal attached as Exhibit A in an amount not-to-exceed \$44,500.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreement between the Village and Dahme Mechanical Industries, Inc. for repairs to the wastewater raw building HVAC system, they are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

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

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 20th day of February, 2024.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 20TH DAY OF FEBRUARY, 2024.

Guy Zambetti, Village President

(SEAL)

ATTEST: _____
Lynda Lange, Village Clerk

Exhibit A

Dahme Mechanical Industries, Inc. Proposal for Repairs to the Raw Building HVAC System



DAHME MECHANICAL INDUSTRIES, INC.
610 S. ARTHUR AVE.
ARLINGTON HEIGHTS, IL 60005
847-253-0341
info@dmi-inc.net www.dmi-inc.net

November 8, 2022

Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

Attn: Zach Ruemelin, Utilities Superintendent

Re: WWTP Screen Building – HVAC Improvements

Zach:

Dahme Mechanical Industries is pleased to submit our scope of work for the project described below:

- Mobilize and coordinate installation with Village of Gilberts (VoG) operations personnel in the work area
- DMI to remove and replace (2) exhaust fans and (1) fresh air intake fan and replace with equipment suited for the hazardous environment (XP and specially coated)
- Minor structural removal/modifications are included to allow for equipment to be installed as intended
- Existing controls are to be reused – no new controls are included in this proposal
- Electrical subcontractor is included to provide new XP junction boxes and wiring terminations
- All new hardware and anchors to be stainless steel
- Painting, integration, any other support trades not included above are excluded
- Construction debris placed in VoG-furnished containers; use of VoG sanitary facilities will be required
- Sales tax, bonds, permits are excluded
- Dahme Mechanical Industries, Inc. standard insurance and one-year parts and labor warranty is included

EXCLUSIONS:

1. **Dahme Mechanical Industries, Inc. shall not be held liable for any job site safety or job site maintenance of any type upon completion of our work.**
2. All agreements contingent upon strikes, accidents or delays beyond our control.
3. All work not included or described above.
4. All work not included in our trade agreements or reasonably assumed to be our responsibility

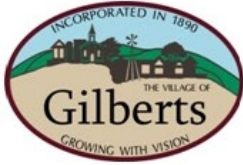
All material is guaranteed as listed above and specified above. Any additional items not included in our trade agreements or clearly stated above are expressly excluded.

Total price, as described above:	\$44,275.00
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All labor beyond the scope described above will be provided at \$350.00/hour for a two-man crew with service truck, and additional materials will be charged at cost + 15% mark-up after taxes are added. This proposal may be withdrawn by us if not accepted within 30 days. **Payment terms are 100%, net 30 days after invoicing.**

Thank you-

Kris Komorn
Dahme Mechanical Industries, Inc.
kkomorn@dmi-inc.net



Village of Gilberts

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

To: President Zambetti & Board of Trustees

From: Brian Bourdeau, Village Administrator
Wade Kretsinger, Public Works Director

Date: February 20, 2024 Board Meeting

Re: Item 4.I: Approval of Resolution (14-2024), a Resolution Authorizing Approval of Agreements with Xylem Water Solutions USA Inc. and Dahme Mechanical Industries, Inc. for the Purchase and Installation of Lift Pumps in a Not to Exceed Amount of \$82,500.

Background:

This year the Utilities Division plans to upgrade the School Lift station to Flygt pumps. The lift station is also in need of new rails and check valves as well. Over the past 2 years the Village has upgraded Telluride and Barancik lift stations with Flygt pumps. After this upgrade, we plan to upgrade the Velencia lift station in 2025. That will complete this multiyear pump replacement project.

Summary:

Xylem will supply the Flygt pumps for Dahme to do the installation. In the 2024 budget, we set aside \$100,000 in our Capital Improvement Program for the pumps and the installation. We are in the process of getting an annual contract with Xylem for the maintenance of all our lift station pumps going forward.

Conclusion:

We recommend that the Village Board of Trustees authorize the purchase of lift station pumps from Xylem and installation from Dahme Mechanical in a Not to Exceed Amount of \$82,500.

VILLAGE OF GILBERTS

RESOLUTION 14-2024

A RESOLUTION AUTHORIZING APPROVAL OF AGREEMENTS WITH XYLEM WATER SOLUTIONS USA INC. AND DAHME MECHANICAL INDUSTRIES, INC. FOR THE PURCHASE AND INSTALLATION OF LIFT STATION PUMPS IN A NOT TO EXCEED AMOUNT OF \$82,500.

WHEREAS, the Village of Gilberts (“Village”) owns, operates, and maintains a wastewater treatment system which includes multiple lift stations; and

WHEREAS, the Village employed a multiyear lift station pump replacement program to upgrade the aging pumps within the lift stations; and

WHEREAS, the lift station near Gilberts Elementary is the next station to have its pump replaced; and

WHEREAS, funds were included in the Village’s 2024 budget for this year’s lift station pump replacement program; and

WHEREAS, Xylem Water Solutions USA Inc. is the sole manufacturer of Flygt Pumps in the United States; and

WHEREAS, the Village has previously used Dahme Mechanical Industries, Inc. for similar projects; and

WHEREAS, Dahme Mechanical Industries, Inc, are experienced with the Village’s particular wastewater systems.

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 authorizes the Village Administrator to execute an agreement and other necessary documents with Xylem Water Solutions USA Inc. and Dahme Mechanical Industries, Inc. for the purchase and installation of Lift station pumps as outlined in the proposals attached as Exhibit A in an amount not-to-exceed \$82,500.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreement between the Village, Xylem Water Solutions USA Inc., and Dahme Mechanical Industries, Inc. for the purchase and installation of Lift station pumps, they are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

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

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 20th day of February, 2024.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 20TH DAY OF FEBRUARY, 2024.

Guy Zambetti, Village President

(SEAL)

ATTEST: _____
Lynda Lange, Village Clerk

Exhibit A

Proposals from Xylem Water Solutions USA Inc. and Dahme Mechanical Industries, Inc. for the purchase and installation of lift station pumps.



**Xylem Water Solutions USA, Inc.
Flygt Products**

February 15, 2024

VLG OF GILBERTS
87 GALLIGAN RD
GILBERTS IL 60136-9015

9661 194th Street
Mokena, IL 60448
Tel (708) 342-0484
Fax (708) 342-0491

Quote # 2024-CHI-0129
Project Name: Village of Gilberts - School LS
Job Name: School LS - 2xNP3153 460V 15HP 4in

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Flygt pump sized to match BEP of previously used hydromatic pump (560gpm @ 61.5'TDH)

Design duty point of station was 500gpm @ 37'TDH
Both the hydromatic and Flygt pump selections are oversized for current duty, but sized with expected increased flows with upcoming neighborhood and lift station additions.

Pumps should work with existing hydromatic elbows. If they do not mate, I've selected ANSI drilled flanges, so you can remove slide bracket and bolt on hydromatic flange.

Guide rail and installation by Dahme.
Our tech to perform pump startup checks.

NP 3153 HT ~464 15HP 460V FM 4" drilled ansi

Qty	Description
2	Flygt Model NP-3153.095 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 15 HP 1750 RPM motor, 464 impeller, 1 x 65 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve
2	GRIP,CABLE SS 25-36MM

Control Panel Accessories

Qty	Description
2	MINI-CASII/FUS 120/24VAC,24VDC
2	SOCKET,11 PIN OCTAL DIN MOUNT

Accessories

Qty	Description
2	BRACKET,GUIDE BAR UPPER 2" 316
2	BRACKET,INT GB 2 X 6" 316SS+ FOR CI/DI PIPE
32	CHAIN 5/16" 316SS SWL2750#
32	CHAIN 5/16" 316SS SWL2750#
2	KIT,CHAIN FITTING 316SS+ FLYGT SWL1250#
1	HOLDER,CABLE 304





Qty Description

Services

Qty	Description
1	START UP CHARGE FLYGT 1-TP MODELS: 3000,7000,8000

Total Price with Freight \$ 53,526.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Schedule: Submittals are not applicable

Schedule: Delivery lead times are 10-12 weeks after receipt of submittal approval and order acceptance.

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for sixty (60) days.

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Jeff Garretson
Sales Representative
Phone: (708) 781-0172
Cell: (312) 343-6511
jeff.garretson@xylem.com

Jen Domagalski
Customer Support Specialist
Phone: 708-251-3259

Jennifer.Domagalski@xylem.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2024-CHI-0129
Customer Name: VLG OF GILBERTS
Job Name: School LS - 2xNP3153 460V 15HP 4in
Total Amount: \$53,526.00
(including freight)

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

Phone: _____

Email: _____

Fax: _____





DAHME MECHANICAL INDUSTRIES, INC.
610 S. ARTHUR AVE.
ARLINGTON HEIGHTS, IL 60005
847-253-0341
info@dami-inc.net www.dami-inc.net

February 13, 2024

Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

Attn: Zach Ruemelin, Utilities Superintendent

Re: School Lift Station Pump and Valve Replacement
Gilberts, IL

Zach:

Dahme Mechanical Industries is pleased to submit the following narrative for the improvements at the project site referenced above:

- Preconstruction meeting with Xylem and Gilberts prior to construction activities; any and all bypass pumping, wet well cleaning and dewatering, maintaining of wet well isolation measures required for our construction activities **are all excluded and need to be provided by others**
- Remove (2) existing submersible pumps and replace with Xylem pumps and base adapters
- Furnish and install new stainless steel guide rails; modify guide rail brackets as needed to fit new pumps onto existing base elbows and discharge piping
- Remove and replace (2) check valves in adjacent valve vault
- All fasteners and anchors will be stainless steel
- Electrical considerations for this scope are included
- Construction debris will be turned over to Village for their salvage/disposal
- Sales tax, permits, bonds, special insurance are excluded
- One-year material and labor warranty and DMI standard insurance is included

EXCLUSIONS:

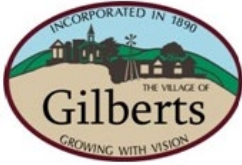
1. **Dahme Mechanical Industries, Inc. shall not be held liable for any job site safety or job site maintenance of any type upon completion of our work.**
2. All agreements contingent upon strikes, accidents or delays beyond our control.
3. All work not included or described above.
4. All work not included in our trade agreements or reasonably assumed to be our responsibility

Total BUDGETARY price.....\$28,888.00

All material is guaranteed as listed above and specified above. Any additional items not included in our trade agreements or clearly stated above are expressly excluded. Payment terms are net 100%, due within 30 days of completion of our contractual responsibilities.

Thank you-

Kris Komorn
Dahme Mechanical Industries, Inc.
kkomorn@dami-inc.net



Village of Gilberts

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

To: Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: February 20, 2024 Village Board Meeting
Re: Item 4.J: A Resolution Authorizing a Reduction in the Performance Security for NH3A of the Conservancy

Performance Security for NH3A

On May 7, 2021 Subdivision Performance and Payment Bond, Bond No. 6213000654 was issued in favor of the Village of Gilberts by United States Fire Insurance Company at the request of and for the account of Gilberts Development LLC in the amount of \$2,006,343.75 for public improvements in Neighborhood 3A of the Conservancy.

Gilberts Development, LLC recently requested a partial reduction in the performance security. The request and supporting documentation have been reviewed by Robinson Engineering. Upon review, Robinson has recommended a partial reduction to a revised total amount of \$693,256.25.

The Village is not accepting any public improvements at this time nor has the maintenance period for any public improvements commenced for Neighborhood 3A.

If you have any questions or concerns, please feel free to contact me.



January 4, 2024
Project 23-R0402

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

Attn: Brian Bourdeau, Village Administrator

RE: **Conservancy Neighborhood 3A**
Bond Reduction Request

Dear Mr. Bourdeau:

We have reviewed Moda Homes' request for a bond reduction for Neighborhood 3A that was originally presented by Manhard Consulting's via email on November 30, 2023. Please note, that their original *Engineer's Opinion of Probable Cost* (EOPC) was revised on 12/23/23 based on field verification of work being claimed as being completed.

We have reviewed the attached EOPC (dated 12/23/23) and find it in conformance with the requirements of 12.5.E of the Village of Gilberts Unified Development Ordinance. Please note this request is for a partial reduction (not acceptance) of the subdivision bond. This reduction should not be construed in any manner to imply that the work completed has been fully inspected and approved, but only that, based on our involvement to-date, it appears to be in substantial conformance with the approved development plans. Once the subdivision has been completed, a final inspection will occur that would lead to Village acceptance per the requirements of 12.5.F. **PLEASE NOTE – 25% CONTIGENCY VALUES HAVE BEEN UTILIZED BY MANHARD FOR THIS REQUEST SO THAT IS BEING CARRIED FORWARD IN THE FOLLOWING CALCULATION:**

<u>Original Bond Amount:</u>	
Work Remaining =	\$1,605,075.00
25% Contingency =	\$ 401,268.75
Original Bond Amount =	\$2,006,343.75
 <u>Current Status:</u>	
Work Completed =	\$1,313,087.50
Remaining Work =	\$ 291,987.50
 <u>New Bond Amount:</u>	
25% of Work Completed =	\$ 328,271.88
125% of Work Remaining =	\$ 364,984.38
New Bond Amount =	\$ 693,256.25

Should you have any questions or concerns, please do not hesitate to contact me at 708-932-8244.

Very truly yours,

ROBINSON ENGINEERING, LTD

Jonathon Zabrocki, PE
Consulting Village Engineer

	Conservancy NH 3A		Conservancy NH 3A	
	Reduction (12-5-E)		Establish (12-5-B)	
PIN				
Date				
Resolution No.				
Total Cost for Public Imp, EC, SW, ETC...	\$	1,605,075.00	\$	1,605,075.00
Contingency Amount	\$	160,507.50	\$	160,507.50
Contingency per Ordinance (12-5-B)		10%		10%
Performance Security (12-5-B)	\$	1,765,582.50	\$	1,765,582.50
Work Completed	\$	1,313,087.50		
Remaining Work	\$	291,987.50		
Remaining LOC Amount				
10% of Work Completed (future bond)	\$	131,308.75		
110% of Remaining Work	\$	321,186.25		
Reduction Amount (12-5-E)	\$	452,495.00		
Guaranty Security (Maintenance)				
Timeframe				
Guarantee Security (12-8)				

EOPC Prepared by:

Manard Consulting

Manard Consulting

EOPC Dated:

12/22/2023

3/24/2023

Notes:

Assuming 25%, new bond is \$693,256.25

Original Bond used 25% contingency
@25% = \$2,006,343.75

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that Gilberts Development, LLC, of 340 W. Butterfield Road, Unit 2D, Elmhurst, IL, 60126, as Principal (Contractor), and United States Fire Insurance Company, of 305 Madison Avenue, Morristown, NJ 07960, as Surety, a corporation organized and existing under the laws of the State of Delaware (Surety), are held and firmly bound unto the Village of Gilberts, as Obligee (Village), in the full and just sum of Two Million Six Thousand Three Hundred Forty Three and 75/100 Dollars (\$2,006,343.75) for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Village, said contract being more fully described below, and to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Village has approved the project pursuant to Ordinance No. 01-2019 approving a final plat of subdivision/planned unit development for certain real property in the Village (Village Approvals) called Gilberts Conservancy NH3A, by and pursuant to which Contractor has the obligation to construct and install certain improvements (Improvements) for the development of such subdivision/planned unit development; the terms and conditions of the Village Approvals are by this reference incorporated herein as though fully set forth herein. The Improvements are more fully described on Exhibit A.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Village Approvals relating to the construction of the Improvements described therein, including, but not limited to, Contractor's obligations under the Village Approvals (1) to provide, perform, and complete at the Property and in the manner specified in the Village Approvals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the Improvements required in the Village Approvals; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Contractor by the Village Approvals; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Village Approvals; all of which are herein referred to as the "Work," whether or not any of the Work enters into and becomes a component part of the Improvements contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of

either Village or Contractor to the other in or to the terms of the Village Approvals; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to the mode or manner of payment therefor; or in or to Village-furnished facilities, equipment, material, service, or sites shall in any way release Contractor and Surety or either of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Village Approvals in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Village shall have the right to take over and complete Contractor's obligations under the Village Approvals upon 30 calendar days' written notice to Surety, in which event Surety shall pay Village all costs incurred by Village in taking over and completing the Village Approvals.

At its option, Village may instead request that Surety take over and complete Contractor's obligations under the Village Approvals, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Village notifies Surety that Village wants Surety to take over and complete Contractor's obligations under the Village Approvals.

Village shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Village or the heirs, executors, administrators, or successors of Village.

Signed and sealed this 7th day of May, 2021.

CONTRACTOR: Gilberts Development, LLC SURETY: United States Fire Insurance Company

By:  _____

By:  _____

Title: MANAGER _____

Title: Nicholas Turecamo, Attorney-in-Fact

Telephone: 847-774-9435

Telephone: (973) 490-6600

SUBDIVISION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that Gilberts Development, LLC, 340 W. Butterfield Road, Unit 2D, Elmhurst, IL, 60126, and United States Fire Insurance Company, 305 Madison Avenue, Morristown, NJ 07960, as Surety, a corporation organized and existing under the laws of the State of Delaware (Surety), are held and firmly bound unto the Village of Gilberts, as Obligee (Village), for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of Two Million Six Thousand Three Hundred Forty Three and 75/100 Dollars (\$2,006,343.75), to be paid to it or the claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Village has approved the project pursuant to Ordinance No. 01-2019 approving a final plat of subdivision/planned unit development for certain real property in the Village (Village Approvals) called Gilberts Conservancy NH3A, (Village Approvals), by and pursuant to which Contractor has the obligation to construct and install certain improvements (Improvements) for the development of such subdivision/planned unit development (Property); the terms and conditions of the Village Approvals are by this reference incorporated herein as though fully set forth herein. The Improvements are more fully described on Exhibit A.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Village Approvals (1) to provide, perform, and complete at the Property and in the manner specified in the Village Approvals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the Improvements required in the Village Approvals; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Contractor by the Village Approvals; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Village Approvals, all of which is herein referred to as the "Work," whether or not any of the Work enters into and becomes a component part of the Improvements contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a "claimant" is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform, or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, or rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing

of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Village shall not be liable for the payment of any costs or expenses of any such suit. To the extent applicable, the provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Village may sue on this bond if Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Village to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Village or Contractor to the other in or to the terms of the Village Approvals; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Village-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Village's termination of Contractor being hereby waived by Surety.

Signed and sealed this 7th day of May, 2021.

CONTRACTOR: Gilberts Development, LLC SURETY: United States Fire Insurance Company

By:  _____

By:  _____

Title: MANAGER _____

Title: Nicholas Turecamo, Attorney-in-Fact

Telephone: 847-774-9435

Telephone: (973) 490-6600

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

79560

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, Bryan M. Caneschi, Phillip M. Kowner, Brendan William Fletcher, Cassandra Baez, Jacqueline Rose Susco

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **UNLIMITED.**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



ARR

Anthony R. Slimowicz, President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024 No. 2163686**

Sonia Scala

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7th day of May 20 21

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn, Senior Vice President

Peter M. Quinn



ENGINEER'S OPINION OF PROBABLE COST FOR BONDING (EXCL MASS GRADING)
 THE CONSERVANCY - NEIGHBORHOOD 3A
 VILLAGE OF GILBERTS, ILLINOIS
 PER PLAN REVISED: 04/25/19
 12/22/2020

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					
<i>Note - Mass Grading and 50% of Topsoil Respread has been completed)</i>					
1	Open Space Fine Grading, TS Respread and Seeding	15,000	SY	\$4.00	\$60,000.00
2	Erosion Control Allowance	13.0	AC	\$500.00	\$6,500.00
TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					\$66,500.00
SCHEDULE II - UNDERGROUND IMPROVEMENTS					
A. SANITARY SEWER IMPROVEMENTS					
1	12" SDR 26 D3034 PVC	729	LF	\$60.00	\$43,740.00
2	8" PVC SDR 26 D3034	735	LF	\$50.00	\$36,750.00
3	8" SDR 18 C-900 PVC	730	LF	\$60.00	\$43,800.00
4	8" PVC Sanitary Forcemain	120	LF	\$45.00	\$5,400.00
5	48" Dia. Manhole	12	EACH	\$4,000.00	\$48,000.00
6	Connect to Ex. Manhole	1	EACH	\$3,000.00	\$3,000.00
7	Connect to Ex. Forcemain	1	EACH	\$3,000.00	\$3,000.00
8	Adjust Ex. Rim	1	EACH	\$2,500.00	\$2,500.00
9	6" PVC SDR 26 D3034 Service - Near	19	EACH	\$900.00	\$17,100.00
10	6" PVC SDR 26 D3034 Service - Far w/TBF	8	EACH	\$2,800.00	\$22,400.00
11	6" PVC SDR 26 D3034 Riser	12	EACH	\$270.00	\$3,240.00
12	6" PVC C900 Near Service	12	EACH	\$1,000.00	\$12,000.00
13	6" PVC C900 Far Service w/TBF	5	EACH	\$2,900.00	\$14,500.00
14	Trench Backfill (CA6)	74	LF	\$60.00	\$4,440.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS					\$259,870.00
B. WATER MAIN IMPROVEMENTS					
1	8" DIP C152 w/Poly	2,405	LF	\$44.00	\$105,820.00
2	6" DIP C152 w/Poly	35	LF	\$38.00	\$1,330.00
3	12"x8" P/C in 72" Dia. Vault	2	EACH	\$8,400.00	\$16,800.00
4	8" Gate Valve in 48" Vault	6	EACH	\$3,100.00	\$18,600.00
5	Hydrant	7	EACH	\$4,600.00	\$32,200.00
6	Lower Water Main	5	EACH	\$1,790.00	\$8,950.00
7	1-1/2" Copper Near Service	13	EACH	\$1,200.00	\$15,600.00
8	1-1/2" Copper Far Service w/TBF	31	EACH	\$1,900.00	\$58,900.00
9	Trench Backfill (CA6)	156	LF	\$30.00	\$4,680.00
SUBTOTAL B - WATER MAIN IMPROVEMENTS					\$262,880.00
C. STORM SEWER IMPROVEMENTS					
1	30" RCP CL IV C-443	157	LF	\$60.00	\$9,420.00
2	24" RCP CL IV C-443	500	LF	\$50.00	\$25,000.00
3	18" RCP CL IV C-443	1,267	LF	\$40.00	\$50,680.00
4	15" RCP CL IV C-443	497	LF	\$35.00	\$17,395.00
5	12" RCP CL IV C-443	1,124	LF	\$30.00	\$33,720.00
6	30" RCP FES w/Grate	1	EACH	\$2,500.00	\$2,500.00
7	24" RCP FES w/Grate	1	EACH	\$2,000.00	\$2,000.00
8	18" RCP FES w/Grate	1	EACH	\$1,500.00	\$1,500.00
9	15" RCP FES w/Grate	3	EACH	\$1,200.00	\$3,600.00
10	60" Diameter Manhole	2	EACH	\$4,500.00	\$9,000.00
11	48" Diameter Manhole	20	EACH	\$4,000.00	\$80,000.00
12	48" Diameter Catch Basin	8	EACH	\$4,000.00	\$32,000.00
13	48" Diameter Restrictor Manhole	1	EACH	\$6,000.00	\$6,000.00
14	48" Diameter Catch Basin Over Drain Tile	1	EACH	\$4,000.00	\$4,000.00
15	24" Diameter Inlet - 6" Wall	10	EACH	\$1,100.00	\$11,000.00



ENGINEER'S OPINION OF PROBABLE COST FOR BONDING (EXCL MASS GRADING)
 THE CONSERVANCY - NEIGHBORHOOD 3A
 VILLAGE OF GILBERTS, ILLINOIS
 PER PLAN REVISED: 04/25/19
 12/22/2020

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
16	Clay Collar (Downstream of MH 5A, 19A, 24)	3	EACH	\$200.00	\$600.00
17	Temp. Perforated Riser	2	EACH	\$3,010.00	\$6,020.00
18	Inlet Filter Baskets	37	EACH	\$330.00	\$12,210.00
19	4"x7' PVC Storm Service (Lots 1-37)	37	EACH	\$400.00	\$14,800.00
20	Trench Backfill (CA6)	330	LF	\$30.00	\$9,900.00
SUBTOTAL C - STORM SEWER IMPROVEMENTS					\$331,345.00
TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS					\$854,095.00
SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS					
1	Aggregate Base, 10" inc. agg. under curb	7,170	SY	\$14.00	\$100,380.00
2	Binder Course, 3.5" N50	7,170	SY	\$18.00	\$129,060.00
3	Hot-Mix Asphalt Surface Course, N50 - 2"	7,170	SY	\$13.00	\$93,210.00
4	Concrete Curb Type B-6.12	4,080	LF	\$16.00	\$65,280.00
5	PCC Sidewalk - 5" with Subbase	20,350	SF	\$4.00	\$81,400.00
6	Pavement Markings	1	LS	\$2,500.00	\$2,500.00
7	Street Sign	4	EACH	\$300.00	\$1,200.00
8	Traffic Sign	4	EACH	\$300.00	\$1,200.00
9	Street Lights	8	EACH	\$7,500.00	\$60,000.00
TOTAL SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS					\$534,230.00
SCHEDULE IV - LANDSCAPE IMPROVEMENTS					
1	Parkway Restoration	3,200	LF	\$6.00	\$19,200.00
2	Parkway Trees	78	EA	\$350.00	\$27,300.00
3	Open Space Trees	251	EA	\$350.00	\$87,850.00
4	Open Space Shrubs	318	EA	\$50.00	\$15,900.00
TOTAL SCHEDULE IV - LANDSCAPE IMPROVEMENTS					\$150,250.00
SUBTOTAL SCHEDULES I-IV					\$1,605,075.00
CONTINGENCY @25%					\$401,268.75
TOTAL					\$2,006,343.75

Prepared By: Manhard Consulting, Ltd.
 700 Springer Drive
 Lombard, Illinois 60148

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.

VILLAGE OF GILBERTS

RESOLUTION 15-2024

A RESOLUTION AUTHORIZING A PARTIAL REDUCTION IN THE PERFORMANCE SECURITY FOR NEIGHBORHOOD 3A OF THE CONSERVANCY

WHEREAS, Gilberts Development LLC (“*Developer*”) is the Developer of Neighborhood 3A (“*NH3A*”) of the Conservancy; and

WHEREAS, the Developer posted a performance security (Bond No. 6213000654) for NH3A in the amount of \$2,006,343.75 and

WHEREAS, the Developer has requested a reduction in the amount of the performance security; and

WHEREAS, the Village Engineer has reviewed the request and provided a recommendation that Bond No. 6213000654 be partially reduced to a new total of \$693,256.25 attached as Exhibit A; and

WHEREAS, the Village is not accepting any public improvements in Neighborhood 3A at this time and the maintenance period for any public improvements has not commenced;

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

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

Section 2. **Approval; Authorization.** The Village Board of Trustees hereby authorizes a partial reduction of Bond No. 6213000654 posted by the Developer in the amount of \$2,006,343.75 to a revised total of \$693,256.25.

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

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 20th day of February 2024.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 20th DAY OF FEBRUARY, 2024

Guy Zambetti, Village President

(SEAL)

ATTEST: _____
Lynda Lange, Village Clerk

Exhibit A

Bond Reduction Recommendation



January 4, 2024
Project 23-R0402

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

Attn: Brian Bourdeau, Village Administrator

RE: **Conservancy Neighborhood 3A**
Bond Reduction Request

Dear Mr. Bourdeau:

We have reviewed Moda Homes' request for a bond reduction for Neighborhood 3A that was originally presented by Manhard Consulting's via email on November 30, 2023. Please note, that their original *Engineer's Opinion of Probable Cost* (EOPC) was revised on 12/23/23 based on field verification of work being claimed as being completed.

We have reviewed the attached EOPC (dated 12/23/23) and find it in conformance with the requirements of 12.5.E of the Village of Gilberts Unified Development Ordinance. Please note this request is for a partial reduction (not acceptance) of the subdivision bond. This reduction should not be construed in any manner to imply that the work completed has been fully inspected and approved, but only that, based on our involvement to-date, it appears to be in substantial conformance with the approved development plans. Once the subdivision has been completed, a final inspection will occur that would lead to Village acceptance per the requirements of 12.5.F. **PLEASE NOTE – 25% CONTIGENCY VALUES HAVE BEEN UTILIZED BY MANHARD FOR THIS REQUEST SO THAT IS BEING CARRIED FORWARD IN THE FOLLOWING CALCULATION:**

<u>Original Bond Amount:</u>	
Work Remaining =	\$1,605,075.00
25% Contingency =	\$ 401,268.75
Original Bond Amount =	\$2,006,343.75
 <u>Current Status:</u>	
Work Completed =	\$1,313,087.50
Remaining Work =	\$ 291,987.50
 <u>New Bond Amount:</u>	
25% of Work Completed =	\$ 328,271.88
125% of Work Remaining =	\$ 364,984.38
New Bond Amount =	\$ 693,256.25

Should you have any questions or concerns, please do not hesitate to contact me at 708-932-8244.

Very truly yours,

ROBINSON ENGINEERING, LTD

Jonathon Zabrocki, PE
Consulting Village Engineer



ENGINEER'S OPINION OF PROBABLE COST FOR BONDING (EXCL MASS GRADING)
THE CONSERVANCY - NEIGHBORHOOD 3A
VILLAGE OF GILBERTS, ILLINOIS
PER PLAN REVISED: 03/24/23
12/22/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	COMPLETION PERCENTAGE	REDUCTION AMOUNT
SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS							
<i>Note - Mass Grading and 50% of Topsoil Respread has been completed)</i>							
1	Open Space Fine Grading, TS Respread and Seeding	15,000	SY	\$4.00	\$60,000.00	25%	\$15,000.00
2	Erosion Control Allowance	13.0	AC	\$500.00	\$6,500.00	0%	\$0.00
TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					\$66,500.00		\$15,000.00
ESTIMATE TO COMPLETE CONSTRUCTION							\$51,500.00
TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS REDUCTION							\$15,000.00
SCHEDULE II - UNDERGROUND IMPROVEMENTS							
A. SANITARY SEWER IMPROVEMENTS							
1	12" SDR 26 D3034 PVC	729	LF	\$60.00	\$43,740.00	100%	\$43,740.00
2	8" PVC SDR 26 D3034	735	LF	\$50.00	\$36,750.00	100%	\$36,750.00
3	8" SDR 18 C-900 PVC	730	LF	\$60.00	\$43,800.00	100%	\$43,800.00
4	8" PVC Sanitary Forcemain	120	LF	\$45.00	\$5,400.00	100%	\$5,400.00
5	48" Dia. Manhole	12	EACH	\$4,000.00	\$48,000.00	100%	\$48,000.00
6	Connect to Ex. Manhole	1	EACH	\$3,000.00	\$3,000.00	100%	\$3,000.00
7	Connect to Ex. Forcemain	1	EACH	\$3,000.00	\$3,000.00	100%	\$3,000.00
8	Adjust Ex. Rim	1	EACH	\$2,500.00	\$2,500.00	100%	\$2,500.00
9	6" PVC SDR 26 D3034 Service - Near	19	EACH	\$900.00	\$17,100.00	100%	\$17,100.00
10	6" PVC SDR 26 D3034 Service - Far w/TBF	8	EACH	\$2,800.00	\$22,400.00	100%	\$22,400.00
11	6" PVC SDR 26 D3034 Riser	12	EACH	\$270.00	\$3,240.00	100%	\$3,240.00
12	6" PVC C900 Near Service	12	EACH	\$1,000.00	\$12,000.00	100%	\$12,000.00
13	6" PVC C900 Far Service w/TBF	5	EACH	\$2,900.00	\$14,500.00	100%	\$14,500.00
14	Trench Backfill (CA6)	74	LF	\$60.00	\$4,440.00	100%	\$4,440.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS					\$259,870.00		\$259,870.00
ESTIMATE TO COMPLETE CONSTRUCTION							\$0.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS REDUCTION							\$259,870.00
B. WATER MAIN IMPROVEMENTS							
1	8" DIP C152 w/Poly	2,405	LF	\$44.00	\$105,820.00	100%	\$105,820.00
2	6" DIP C152 w/Poly	35	LF	\$38.00	\$1,330.00	100%	\$1,330.00
3	12"x8" P/C in 72" Dia. Vault	2	EACH	\$8,400.00	\$16,800.00	100%	\$16,800.00
4	8" Gate Valve in 48" Vault	6	EACH	\$3,100.00	\$18,600.00	100%	\$18,600.00
5	Hydrant	7	EACH	\$4,600.00	\$32,200.00	100%	\$32,200.00
6	Lower Water Main	5	EACH	\$1,790.00	\$8,950.00	100%	\$8,950.00
7	1-1/2" Copper Near Service	13	EACH	\$1,200.00	\$15,600.00	100%	\$15,600.00
8	1-1/2" Copper Far Service w/TBF	31	EACH	\$1,900.00	\$58,900.00	100%	\$58,900.00
9	Trench Backfill (CA6)	156	LF	\$30.00	\$4,680.00	100%	\$4,680.00
SUBTOTAL B - WATER MAIN IMPROVEMENTS					\$262,880.00		\$262,880.00
ESTIMATE TO COMPLETE CONSTRUCTION							\$0.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS REDUCTION							\$262,880.00
C. STORM SEWER IMPROVEMENTS							
1	30" RCP CL IV C-443	157	LF	\$60.00	\$9,420.00	100%	\$9,420.00
2	24" RCP CL IV C-443	500	LF	\$50.00	\$25,000.00	100%	\$25,000.00
3	18" RCP CL IV C-443	1,267	LF	\$40.00	\$50,680.00	100%	\$50,680.00
4	15" RCP CL IV C-443	497	LF	\$35.00	\$17,395.00	100%	\$17,395.00
5	12" RCP CL IV C-443	1,124	LF	\$30.00	\$33,720.00	100%	\$33,720.00
6	30" RCP FES w/Grate	1	EACH	\$2,500.00	\$2,500.00	100%	\$2,500.00
7	24" RCP FES w/Grate	1	EACH	\$2,000.00	\$2,000.00	100%	\$2,000.00
8	18" RCP FES w/Grate	1	EACH	\$1,500.00	\$1,500.00	100%	\$1,500.00
9	15" RCP FES w/Grate	3	EACH	\$1,200.00	\$3,600.00	100%	\$3,600.00
10	60" Diameter Manhole	2	EACH	\$4,500.00	\$9,000.00	100%	\$9,000.00
11	48" Diameter Manhole	20	EACH	\$4,000.00	\$80,000.00	100%	\$80,000.00
12	48" Diameter Catch Basin	8	EACH	\$4,000.00	\$32,000.00	100%	\$32,000.00
13	48" Diameter Restrictor Manhole	1	EACH	\$6,000.00	\$6,000.00	100%	\$6,000.00
14	48" Diameter Catch Basin Over Drain Tile	1	EACH	\$4,000.00	\$4,000.00	100%	\$4,000.00
15	24" Diameter Inlet - 6" Wall	10	EACH	\$1,100.00	\$11,000.00	100%	\$11,000.00
16	Clay Collar (Downstream of MH 5A, 19A, 24)	3	EACH	\$200.00	\$600.00	100%	\$600.00
17	Temp. Perforated Riser	2	EACH	\$3,010.00	\$6,020.00	0%	\$0.00

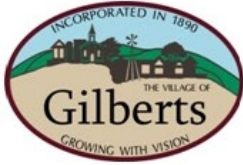


ENGINEER'S OPINION OF PROBABLE COST FOR BONDING (EXCL MASS GRADING)
 THE CONSERVANCY - NEIGHBORHOOD 3A
 VILLAGE OF GILBERTS, ILLINOIS
 PER PLAN REVISED: 03/24/23
 12/22/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	COMPLETION PERCENTAGE	REDUCTION AMOUNT
18	Inlet Filter Baskets	37	EACH	\$330.00	\$12,210.00	100%	\$12,210.00
19	4"x7' PVC Storm Service (Lots 1-37)	37	EACH	\$400.00	\$14,800.00	100%	\$14,800.00
20	Trench Backfill (CA6)	330	LF	\$30.00	\$9,900.00	100%	\$9,900.00
SUBTOTAL C - STORM SEWER IMPROVEMENTS					\$331,345.00		\$325,325.00
ESTIMATE TO COMPLETE CONSTRUCTION							\$6,020.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS REDUCTION							\$325,325.00
TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS					\$854,095.00		\$848,075.00
SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS							
1	Aggregate Base, 10" inc. agg. under curb	7,170	SY	\$14.00	\$100,380.00	100%	\$100,380.00
2	Binder Course, 3.5" N50	7,170	SY	\$18.00	\$129,060.00	100%	\$129,060.00
3	Hot-Mix Asphalt Surface Course, N50 - 2"	7,170	SY	\$13.00	\$93,210.00	0%	\$0.00
4	Concrete Curb Type B-6.12	4,080	LF	\$16.00	\$65,280.00	100%	\$65,280.00
5	PCC Sidewalk - 5" with Subbase	20,350	SF	\$4.00	\$81,400.00	20%	\$16,280.00
6	Pavement Markings	1	LS	\$2,500.00	\$2,500.00	0%	\$0.00
7	Street Sign	4	EACH	\$300.00	\$1,200.00	50%	\$600.00
8	Traffic Sign	4	EACH	\$300.00	\$1,200.00	50%	\$600.00
9	Street Lights	8	EACH	\$7,500.00	\$60,000.00	100%	\$60,000.00
TOTAL SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS					\$534,230.00		\$372,200.00
ESTIMATE TO COMPLETE CONSTRUCTION							\$162,030.00
TOTAL SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS REDUCTION							\$372,200.00
SCHEDULE IV - LANDSCAPE IMPROVEMENTS							
1	Parkway Restoration	3,200	LF	\$6.00	\$19,200.00	0%	\$0.00
2	Parkway Trees	78	EA	\$350.00	\$27,300.00	0%	\$0.00
3	Open Space Trees	251	EA	\$350.00	\$87,850.00	75%	\$65,887.50
4	Open Space Shrubs	318	EA	\$50.00	\$15,900.00	75%	\$11,925.00
TOTAL SCHEDULE IV - LANDSCAPE IMPROVEMENTS					\$150,250.00		\$77,812.50
ESTIMATE TO COMPLETE CONSTRUCTION							\$72,437.50
TOTAL SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS REDUCTION							\$77,812.50
SUBTOTAL SCHEDULES I-IV					\$1,605,075.00		\$1,313,087.50
ORIGINAL LOC/BOND AMOUNT TOTAL (25% CONTIGENCY)					\$2,006,343.75		
NEW REDUCED LOC/BOND AMOUNT TOTAL							\$693,256.25

Prepared By: Manhard Consulting, Ltd.
 700 Springer Drive
 Lombard, Illinois 60148

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.



Village of Gilberts

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

To: President Zambetti & Board of Trustees

From: Riley Lynch, Management Analyst

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

Date: February 20, 2024 Board Meeting

Re: Item 5.A: Approval of Resolution 11-2024 Authorizing an Agreement with Double D Booking, Inc. to Provide Entertainment Booking and Stage Management Services for the 2024 Community Days Event in an amount not to exceed \$24,700.

Background & Analysis:

In previous years, the Village has worked with a talent agency to book bands for Community Days. The Village plans to do the same this year and has budgeted \$25,500 to account for main stage talent, and for a stage manager.

Benefits of working with an agent are outlined below:

Staff Time:

- Staff can communicate and negotiate with one person (agent) instead of multiple bands.
- The Finance Director will only have one vendor to pay instead of multiple bands. This means less time to process payments.
- The Village will have one contract to review versus multiple band contracts.
- The Entertainment Contract includes the services of a Stage Manager to run all of the stage operations before and during the event. The Stage Manager will advance all of the performers' technical requirements and communicate with the sound and lighting vendor. This allows staff to focus on other areas of the event.

Financial:

- Our contract is with the agent; the agent handles all payments to bands.
- The Village is not responsible for any booking fees; the bands pay that to the agent.
- The bands are subcontractors to the agent, not the Village. This provides the Village with a layer of insulation in the event of a mishap.

Quality/Quantity:

- By using an agent, the Village has better access to quality bands.
- The agent books potential bands dozens of times per year. This allows us to secure a better price for a quality band by leveraging industry contacts.

Recommendation:

Staff recommends approval of the agreement with Double D Booking for entertainment booking and stage management services in at an amount not to exceed \$24,700.

RESOLUTION 16-2024

VILLAGE OF GILBERTS

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DOUBLE D BOOKING, INC. TO PROVIDE ENTERTAINMENT BOOKING AND STAGE MANAGEMENT SERVICES FOR THE 2024 COMMUNITY DAYS EVENT IN AN AMOUNT NOT TO EXCEED \$24,700

WHEREAS, the Village of Gilberts (“*Village*”) anticipates hosting the 2024 Community Days (“*Community Days*”); and

WHEREAS, the Village desires to provide certain entertainment as part of Community Days; and

WHEREAS, the Village desires to enter an agreement with Double D Booking, Inc. to provide entertainment booking and stage management services for Community Days, a copy of which is attached to this Resolution as **Exhibit A** (“*Agreement*”).

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

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

Section 2. **Approval; Authorization.** The Village Board of Trustees hereby authorizes the Village Administrator to execute the necessary documents attached as Exhibit A with Double D Booking for an amount not-to-exceed \$ 24,700.

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 20th day of February, 2024 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 20TH DAY OF FEBRUARY, 2024.

Guy Zambetti, Village President

(SEAL)

ATTEST:

Lynda Lange, Village Clerk

Resolution No. 16-2024

EXHIBIT A
Contract Agreement with Double D Booking

Village of GILBERTS

CONTRACT FOR

Entertainment Booking and Stage Management Services

This Contract for entertainment booking and stage management services ("**Contract**") is dated as of the ___ day of _____, 20___, and is by and between the Village of Gilberts, an Illinois municipal corporation ("**Village**") and Double D Booking, Inc., an Illinois corporation ("**Vendor**").

In consideration of the mutual covenants and agreements set forth in this Contract, the sufficiency of which is hereby acknowledged and agreed, and pursuant to the Village's statutory powers, Village and Vendor hereby agree as follows:

1. **SERVICES**

A. Contract and Services. Vendor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract all of the following, all of which is herein referred to as the "**Services**":

1. Booking Services. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the booking of musical entertainment ("**Bands**") for the Gilberts Festival, May 31, June 1, June 2, 2024 ("**Event**") ("**Booking Services**") as follows:

- a. Subject to Section 1.B of this Contract, Vendor will contract with three Bands to perform for the duration of 60 - 90 minutes each starting at five o'clock p.m., six thirty p.m., and eight thirty p.m. on Friday, May 31, 2024. Vendor will contract with four Bands to perform for the duration of 90 - 120 minutes each starting at one thirty p.m., four p.m., six p.m., and eight p.m., on Saturday, June 1, 2024. Vendor will contract with three Bands to perform for the duration of 90 - 120 minutes each starting at one thirty p.m., four p.m., and six p.m., on Sunday, June 2, 2024. Vendor will secure all ten Bands by February 16, 2024.

2. Stage Management Services. Vendor shall provide the following additional services for the Event:

- a. communicate all necessary details regarding the Event to the Bands scheduled to perform;
- b. communicate all necessary technical details required by the Bands to the sound engineering company in preparation for the Event;
- c. create a "Day of Show" sheet detailing the Band schedule for the sound and lighting technicians;
- d. coordinate with the sound engineering company and the Event production manager to ensure the stage and sound equipment are ready for the Event;
- e. ensure the Bands remain on schedule, assist the Bands with moving their equipment on and off the stage, maintain a safe and organize backstage space;
- f. pay each Band the fee required under its contract with Vendor (collectively, "**Stage Management Services**").

3. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

B. Approval of Bands. Vendor shall submit for the Village's approval a list of suggested Bands by January 31, 2020. If the Village rejects one or more of the proposed Bands, Vendor will submit alternate Bands for consideration. It shall be the Village's sole discretion to choose which Bands perform at the Event.

C. Responsibility for Damage or Loss. Vendor shall be responsible and liable for any loss or injury suffered by the Village, or other property or persons as a result of any negligent actions or omissions of Vendor to the extent allowed under Illinois law..

2. **Contract Price**

Vendor shall take in full payment for all Services and other matters set forth under Section 1 of this Contract above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Contract Price. For providing, performing, and completing all Services, a total lump sum not to exceed

("Contract Price"): \$24,700.00

B. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

1. Vendor to Submit Invoices. Vendor will submit two invoices to the Village no later than February 16, 2024. Each date of the Event will have a corresponding invoice itemizing the Stage Management Services and Booking Services provided on that date. The total sum of the combined invoiced amounts must not exceed the Contract Price.

2. Village to Pay Vendor. The Village will make payment of undisputed amounts on each of the two invoices by two separate checks, one tendered to Vendor on May 1, 2024 and the other tendered to Vendor on May 31, 2024.

C. Payment Subject to Performance. All payments will be subject to deduction or setoff by reason of any failure of Vendor to perform under this Contract. In the event that a Band fails to perform and Vendor fails to provide an alternate Band deemed acceptable by the Village, the Contract Price and the invoice for the date on which the Band was scheduled to perform will be amended to subtract the fees for that Band.

3. Indemnification

A. Vendor shall indemnify, hold harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of Vendor's performance of, or failure to perform, the Services or failure meet the representations and warranties set forth in Section 4 of this Contract, including any damages, liability, claims, losses, and expenses that may arise, or be alleged to have arisen, out of or in connection with Vendor's agreements with the Bands.

4. Vendor's Representations and Warranties

Vendor hereby represents and warrants as follows:

A. Vendor Obligation to Bands. Vendor warrants that its agreements with the Bands are between Vendor and the Bands and that the Village did not participate in any negotiations and is not party to any agreements between Vendor and the Bands. Vendor warrants that it will fulfill all its obligations, including rendering payment, to the Bands under the terms of the agreements made between Vendor and the Bands.

B. Compliance with Laws. The Services, and all of its components, shall be provided, performed, and completed in compliance with, and Vendor shall be bound by all applicable federal and state laws and local ordinances as they may be modified or amended from time to time including without limitation any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification.

C. Not Barred. Vendor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Vendor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Vendor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Vendor has the requisite experience, ability, organization, and staff to enable Vendor to perform the Services successfully and promptly and to commence and complete the Services within the Contract Price.

5. Acknowledgements

Vendor acknowledges and agrees that:

A. Reliance. Village is relying on all warranties, representations, and statements made by Vendor in this Contract.

B. Remedies. Each of the rights and remedies reserved to Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

C. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

D. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Services by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Village; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

E. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

F. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

G. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Vendor except upon the prior written consent of the Village.

H. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Venue for any dispute relating to this Contract will be in the courts of Kane County, Illinois. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

I. Independent Contractor Status. Vendor understands, acknowledges and agrees that the relationship of Vendor to the Village arising out of this Agreement shall be that of independent contractor. It is understood that neither Vendor nor any of Vendor's officers, directors, owners, employees or agents, including the Bands, is an employee of the Village and is therefore not entitled to any benefits provided by the Village to its employees. It is further understood by Vendor that neither Vendor nor any of its officers, directors, owners, employees or agents, or the Bands, will be covered under provisions of the workers compensation insurance of the Village and that any injury or property damage on the job will not be the Village's responsibility, except in cases where such injury or damage is the fault of the Village. Also, it is understood that neither Vendor nor any of its officers, directors, owners, employees or agents, or the Bands, is protected as an employee or as a person acting as an employee under the provisions of the public liability insurance of the Village and, therefore, will be solely responsible for its own actions. The hiring of qualified personnel to provide the Services shall be the sole responsibility of Vendor, as shall the discipline and discharge of such personnel. Vendor shall be solely responsible for compensating its personnel and the Bands. Neither Vendor nor its employees shall hold themselves out to members of the public as employees of the Village.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2024.

ATTEST:

Village OF GILBERTS

By:
Village Clerk


By:
Village Manager

ATTEST:

DOUBLE D BOOKING, INC.

By:

Title:

By: 
Double D Booking Representative

Its: