



## Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

Ph. 847-428-2861 Fax: 847-428-2955

[www.villageofgilberts.com](http://www.villageofgilberts.com)

### SPECIAL VILLAGE BOARD MEETING AGENDA

Monday, February 5, 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 January 16, 2024 Village Board Meeting
- B. A Motion to approve 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

**5. ITEMS FOR APPROVAL**

- A. An Ordinance Amending Chapter 4 of Title 1 and Chapter 4 of Title 6 of the Village Code Regarding Parking Violation Fees (Ordinance 04-2024)
- B. An Ordinance Approving a Purchase and Sale Agreement with Gilberts Industrial Properties LLC for the Property Commonly Known as 185 Industrial Drive (Ordinance 05-2024)

**6. ITEMS FOR DISCUSSION**

**7. STAFF REPORTS**

**8. TRUSTEES' REPORTS**

**9. PRESIDENT'S REPORT**

**10. EXECUTIVE SESSION**

**11. ADJOURNMENT**

**\*Public Comment Policy**

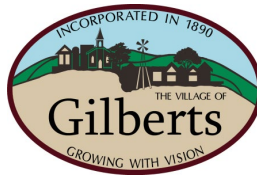
Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President. If you have written

Posted on February 2, 2024 at:

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

## February 5, 2024 – Special Village Board Meeting Agenda

comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue. During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting. The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.



**VILLAGE OF GILBERTS**  
**VILLAGE BOARD MEETING MINUTES**  
**Tuesday, January 16, 2024**  
**Village Hall: 87 Galligan Road, Gilberts, IL 60136**

**1. CALL TO ORDER / PLEDGE OF ALLEGIANCE**

President Zambetti called the meeting to order at 7:00 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, Chief of Police, Todd Block & Village Clerk Lynda Lange. Trustees Coats, Chapman and Marino were absent.

**3. PUBLIC COMMENT:** None

**4. CONSENT AGENDA:**

- a. A Motion to approve the Minutes from the January 2, 2024 Village Board Meeting.
- b. A Motion to ratify Bills & Payroll dated January 16, 2024.
- c. A Motion to approve (**Ordinance 01-2024**), an Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Gilberts.
- d. A Motion to approve (**Resolution 04-2024**), a Resolution Authorizing Approval of an Agreement with Gjovik Ford, Inc. for the Purchase of a Public Works, Ford F-750 in an Amount Not to Exceed \$ 88,000.
- e. A Motion to approve (**Resolution 05-2024**), a Resolution Approving the Purchase of Water Softener Salt for Calendar Year 2024 from Midwest Salt.

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-e), as presented was made by Trustee Allen, seconded by Trustee Vanni. Roll call votes – Aye: (3) Trustees Vanni, Allen, Redfield / Nay: (0) / Absent: (3) Trustees Coats, Chapman and Marino / Abstain: (0).***

**5. ITEMS FOR APPROVAL:**

**A. Resolution (06-2024),** A Resolution Authorizing and Approving an Agreement to Accept a Portion Of the Freeman Road Improvements for the Conservancy Development.

*A Motion to Approve Resolution (06-2024), A Resolution Authorizing and Approving an Agreement to Accept a Portion of the Freeman Road Improvements for the Conservancy Development was made by Trustee Allen seconded by Trustee Redfield. Roll call votes – Aye: (3) Trustees Vanni, Allen, Redfield / Nay: (0) / Absent: (3) Trustees Coats, Chapman and 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 (03-2024),** An Ordinance Approving a Plat of Re-Subdivision for the Grove Wash Development.

*A Motion to Approve Ordinance (03-2024), an Ordinance Approving a Plat of Re-Subdivision for the Grove Wash Development was made by Trustee Allen seconded by Trustee Vanni. Roll call votes – Aye: (3) Trustees Vanni, Allen, Redfield / Nay: (0) / Absent: (3) Trustees Coats, Chapman and Marino / Abstain: (0).*

**6. ITEMS FOR DISCUSSION:**

**A. NKCC New Business Partnership Program.**

Management Analyst Mitchell Anderson provided an overview regarding the Chamber of Commerce’s proposed partnership program with the Village of Gilberts in attracting new businesses to the community. Discussion regarding eligibility in the program was had. Additional information will be provided regarding qualifying factors as soon as it becomes available.

**7. STAFF REPORTS:**

Administrator Brian Bourdeau provided information on recent snow removal operations during the recent heavy storms and subzero freezing temperatures. Crews were out throughout the back-to-back storms to clear snow with rotation to allow for rest.



Management Analyst Riley Lynch provided a brief report on Gilberts Community Days which included the status of booking bands, the amusement company, and letters to local businesses.

**8. TRUSTEE REPORTS - None**

**7. PRESIDENT’S REPORT - None**

**8. EXECUTIVE SESSION – None**

**9. 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 7:22pm. Voice vote carried unanimously, - Aye: (3) Trustees Vanni, Allen, and Redfield / Nay: 0 / Absent: (3) Trustees Chapman, Coats & Marino / Abstained: 0*

The meeting ended at 7:22pm.

Respectfully submitted,

*Lynda Lange*

Lynda Lange  
Village Clerk

DRAFT

User: lsiegbahn

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

DB: Gilberts

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

## Department: 00 GENERAL FUND

CARGILL INCORPORATED	MFT RESOLUTION	8,998.95
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE DENTAL CONTRIBUTION	1,817.56
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE VISION CONTRIBUTIONS	104.71
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE HEALTH INS. CONTRIBUT	33,619.18
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE LIFE INSURANCE	49.28
ROBINSON ENGINEERING, LTD.	ENGINEERING SERVICES	4,355.00
SUNSHINE FARM II	ENTERTAINMENT	950.00
Total: 00 GENERAL FUND		49,894.68

## Department: 01 ADMINISTRATIVE

AT&T U-VERSE	COMMUNICATIONS	109.93
B&B NETWORKS, INC.	COMMUNICATIONS	466.00
BENEFIT PLANNING CONSULTANTS,	GROUP HEALTH INS	100.00
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	387.50
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	114.10
PITNEY BOWES	RENTAL-EQUIPMENT	27.99
RESERVE ACCOUNT	POSTAGE	200.00
RICHARD SPINKER	MAINTENANCE BUILDING	175.00
ROBINSON ENGINEERING, LTD.	ENGINEERING SERVICES	1,682.50
SIKICH LLP	ACCOUNTING SERVICES	5,768.00
THE BUG MAN, INC	CONTRACTUAL SERVICES	46.00
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL PRINCIPAL	2,325.43
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL INTEREST	1,185.11
VERIZON WIRELESS	COMMUNICATIONS	253.83
WAREHOUSE DIRECT, INC	OFFICE SUPPLIES	193.93
Total: 01 ADMINISTRATIVE		13,035.32

## Department: 02 POLICE

ADVOCATE SHERMAN HOSPITAL	CONTRACTUAL SERVICES	450.00
ADVOCATE SHERMAN OCC. HEALTH	CONTRACTUAL SERVICES	78.00
B&B NETWORKS, INC.	COMMUNICATIONS	466.00
KUSTOM SIGNALS, INC.	SMALL TOOLS AND EQUIPMENT	6,951.90
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	24.44
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	39.26
RICHARD SPINKER	MAINTENANCE BUILDING	315.00
THE BUG MAN, INC	CONTRACTUAL SERVICES	38.00
VERIZON WIRELESS	COMMUNICATIONS	704.13
Total: 02 POLICE		9,066.73

## Department: 03 PUBLIC WORKS

AEP ENERGY	STREETLIGHTING	1,143.11
B&B NETWORKS, INC.	COMMUNICATIONS	466.00
BATTERIES PLUS	MAINTENANCE EQUIPMENT	152.95
BONNELL INDUSTRIES, INC.	MAINTENANCE EQUIPMENT	4,421.95
COMMONWEALTH EDISON	STREETLIGHTING	206.87
ED'S RENTAL AND SALES INC.	RENTAL-EQUIPMENT	230.00
FOX VALLEY SECURITY SYSTEMS	CONTRACTUAL SERVICES	636.00
G&R HEATING AND AIR	MAINTENANCE BUILDING	495.00
HD WHITE CAP CONST SUPPLY	SMALL TOOLS AND EQUIPMENT	218.28
HENDERSON PRODUCTS, INC	MAINTENANCE EQUIPMENT	447.43
HINCKLEY SPRINGS	CONTRACTUAL SERVICES	85.91
KIRKLAND SAWMILL CO. INC	MAINTENANCE EQUIPMENT	98.64
MENARDS - CARPENTERSVILLE	OPERATING EXPENSE	7.68
MENARDS - CARPENTERSVILLE	MAINTENANCE VEHICLES	294.68
MENARDS - CARPENTERSVILLE	MAINTENANCE EQUIPMENT	150.38
MENARDS - CARPENTERSVILLE	MAINTENANCE STREETS	446.69
MEYER SIGNS, INC	MAINTENANCE EQUIPMENT	423.00
NORTHWESTERN MEDICINE OCCUPATION	CONTRACTUAL SERVICES	127.00

RICHARD SPINKER	MAINTENANCE BUILDING	175.00
SARGENTS EQUIPMENT	MAINTENANCE VEHICLES	4,470.86
THE BUG MAN, INC	CONTRACTUAL SERVICES	49.00
THE CARROLL-KELLER GROUP LTD.	TRAINING EXPENSE	630.00
TRAFFIC CONTROL & PROTECTION	MAINTENANCE STREETS	2,235.50
US POST CO, INC	MAINTENANCE STREETS	288.29
VERIZON WIRELESS	COMMUNICATIONS	441.05
WASTE MANAGEMENT	MAINTENANCE GROUNDS	3,028.15
Total: 03 PUBLIC WORKS		21,369.42

Department: 04 BUILDING

INTERNATIONAL CODE COUNCIL INC	DUES	160.00
Total: 04 BUILDING		160.00

Department: 06 PARKS

AEP ENERGY	UTILITIES	90.27
SCURTO CEMENT CONSTRUCTION, LTD	CAPITAL EQUIPMENT	23,000.00
Total: 06 PARKS		23,090.27

Department: 10 WATER SYSTEMS

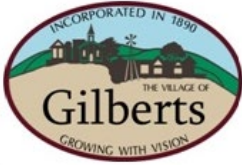
AEP ENERGY	UTILITIES	122.32
B&B NETWORKS, INC.	COMMUNICATIONS	233.00
BEAR AUTO GROUP	MAINTENANCE VEHICLES	39.70
BLAIN'S FARM & FLEET	SMALL TOOLS AND EQUIPMENT	1,682.89
BLAIN'S FARM & FLEET	MAINTENANCE PARTS & MATERIALS	294.96
COMMONWEALTH EDISON	UTILITIES	4,840.15
DYNEGY ENERGY SERVICES	UTILITIES	10,967.85
FERGUSON WATERWORKS	SMALL TOOLS AND EQUIPMENT	490.86
FERGUSON WATERWORKS	MAINTENANCE PARTS & MATERIALS	849.66
FERGUSON WATERWORKS	HYDRANT MAINTENANCE	600.00
HD WHITE CAP CONST SUPPLY	SMALL TOOLS AND EQUIPMENT	596.76
JULIE INC.	CONTRACTUAL SERVICES	997.08
LOU'S GLOVES INC	MAINTENANCE PARTS & MATERIALS	268.00
MACCARB, INC.	MAINTENANCE PARTS & MATERIALS	75.99
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	12.23
MARTY'S AUTOMOTIVE	MAINTENANCE VEHICLES	484.39
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	822.37
MIDWEST SALT	BRINE HAULING EXPENSES	10,271.10
NICOR	UTILITIES	561.27
NORTHWESTERN MEDICINE OCCUPATION	CONTRACTUAL SERVICES	133.24
PACE ANALYTICAL SERVICES	LABORATORY TESTING	2,646.20
SENTRY SECURITY, INC.	CONTRACTUAL SERVICES	732.00
THIRD MILLENNIUM ASSOCIATES	PRINTING	424.01
VERIZON WIRELESS	COMMUNICATIONS	531.80
VIKING CHEMICAL COMPANY	CHEMICALS	3,231.30
WAREHOUSE DIRECT, INC	OFFICE SUPPLIES	107.01
Total: 10 WATER SYSTEMS		42,016.14

Department: 20 WASTEWATER SYSTEMS

B&B NETWORKS, INC.	COMMUNICATIONS	233.00
BEAR AUTO GROUP	MAINTENANCE VEHICLES	39.70
BLAIN'S FARM & FLEET	SMALL TOOLS AND EQUIPMENT	1,854.33
BLAIN'S FARM & FLEET	MAINTENANCE PARTS & MATERIALS	294.95
DYNEGY ENERGY SERVICES	UTILITIES	16,098.35
FERGUSON WATERWORKS	MAINTENANCE PARTS & MATERIALS	323.88
JULIE INC.	CONTRACTUAL SERVICES	997.08
LOU'S GLOVES INC	MAINTENANCE PARTS & MATERIALS	268.00
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	12.23
MARTY'S AUTOMOTIVE	MAINTENANCE VEHICLES	484.39

MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	235.37
NICOR	UTILITIES	889.95
SENTRY SECURITY, INC.	CONTRACTUAL SERVICES	492.00
THIRD MILLENNIUM ASSOCIATES	PRINTING	424.02
USA BLUEBOOK	MAINTENANCE PARTS & MATERIALS	19.40
VERIZON WIRELESS	COMMUNICATIONS	531.80
WAREHOUSE DIRECT, INC	OFFICE SUPPLIES	107.00
Total: 20 WASTEWATER SYSTEMS		<u>23,305.45</u>

\*\*\* GRAND TOTAL \*\*\* 181,938.01



## *Village of Gilberts*

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87 Galligan Road, Gilberts, Illinois 60136  
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**To:** President Zambetti and Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** February 5, 2024 Special Village Board Meeting  
**Re:** Items 4.C-E: CY2024 Recreational Programming Agreements with Tri Cities Travel, Bison Baseball, and Golden Corridor Family YMCA

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Staff has brought forward the Recreational Programming Agreements for Tri Cities Travel, Bison Baseball, and Golden Corridor Family YMCA along with their requested field use schedules. The schedules do not conflict as presented. Similar to previous years, Tri-Cities Travel and Bison Baseball will be providing baseball and/or softball programming and the YMCA will be offering soccer.

## VILLAGE OF GILBERTS

### RESOLUTION 07-2024

#### A RESOLUTION APPROVING THE 2024 RECREATIONAL PROGRAMMING AGREEMENT WITH TRI CITIES TRAVEL BASEBALL AND SOFTBALL LLC

**WHEREAS**, Tri Cities Travel Baseball and Softball LLC (the “*Programmer*”) is a duly registered limited liability company (LLC) that provides youth travel baseball and softball programs (the “*Recreational Activities*”); and

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

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

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

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

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

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

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

**PASSED BY THE BOARD OF TRUSTEES** this 5<sup>th</sup> 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 5<sup>TH</sup> DAY OF FEBRUARY, 2024.

\_\_\_\_\_  
Guy Zambetti, Village President

(SEAL)

ATTEST: \_\_\_\_\_  
Lynda Lange, Village Clerk

**EXHIBIT A**  
**Programming Agreement**



**VILLAGE OF GILBERTS  
2024 RECREATIONAL PROGRAMMING AGREEMENT**

**THIS RECREATIONAL PROGRAMMING AGREEMENT (“Agreement”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and (*Tri Cities Travel Baseball and Softball LLC*) (hereinafter referred to as the “*Programmer*”).

**RECITALS**

**WHEREAS**, Programmer is a duly registered limited liability company (LLC) that provides instruction and competition in baseball and softball (the “*Recreational Activities*”); and

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

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

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

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

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

**B. FIELD USAGE.** For calendar year 2024, the Village will permit Programmer to conduct the Recreational Activities on the Fields in accordance with the schedule attached hereto as *Exhibit A*. Programmer will have no rights to use the Fields outside of the dates and times identified on Exhibit A.

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

1. The Village will provide porta-potties or similar temporary restroom accommodations at the Fields.
2. The Village will periodically mow the Fields at its own expense.
3. The Village will provide garbage bins at the Fields and will arrange for periodic garbage pick-up.

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

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

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

**E. TERM OF AGREEMENT.** This Agreement shall be in effect from (April 1, 2024 to July 1, 2024. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in breach of its

obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.

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

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

**H. MISCELLANEOUS.**

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

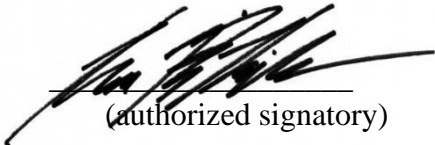
6. This Agreement is not intended, and shall not be construed, to create any partnership or joint venture between the Village and Programmer.
7. In the event that any party must take action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of enforcement,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

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

Village of Gilberts

Tri Cities Travel Baseball  
and Softball LLC

\_\_\_\_\_  
Guy Zambetti, Village President

  
\_\_\_\_\_  
(authorized signatory)

## EXHIBIT A

### Schedule of Recreational Activities

4851-4064-5766, v. 1

- Tuesday April 2, 2024 5:00pm – 8:00pm
- Tuesday April 9, 2024 5:00pm – 8:00pm
- Tuesday April 16, 2024 5:00pm – 8:00pm
- Tuesday April 23, 2024 5:00pm – 8:00pm
- Tuesday April 30, 2024 5:00pm – 8:00pm
- Tuesday May 7, 2024 5:00pm – 8:00pm
- Tuesday May 14, 2024 5:00pm – 8:00pm
- Tuesday May 21, 2024 5:00pm – 8:00pm
- Tuesday May 28, 2024 5:00pm – 8:00pm
- Tuesday June 4, 2024 5:00pm – 8:00pm
- Tuesday June 11, 2024 5:00pm – 8:00pm
- Tuesday June 18, 2024 5:00pm – 8:00pm
- Tuesday June 25, 2024 5:00pm – 8:00pm
- Thursday April 4, 2024 5:00pm – 8:00pm
- Thursday April 11, 2024 5:00pm – 8:00pm
- Thursday April 18, 2024 5:00pm – 8:00pm
- Thursday April 25, 2024 5:00pm – 8:00pm
- Thursday May 2, 2024 5:00pm – 8:00pm
- Thursday May 9, 2024 5:00pm – 8:00pm
- Thursday May 16, 2024 5:00pm – 8:00pm
- Thursday May 23, 2024 5:00pm – 8:00pm
- Thursday May 30, 2024 5:00pm – 8:00pm
- Thursday June 6, 2024 5:00pm – 8:00pm
- Thursday June 13, 2024 5:00pm – 8:00pm
- Thursday June 20, 2024 5:00pm – 8:00pm
- Thursday June 27, 2024 5:00pm – 8:00pm



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/22/2024

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

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


<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804	<b>CONTACT NAME:</b> Mass Merchandising Underwriting	
	<b>PHONE (A/C, No, Ext):</b> 1-800-426-2889	<b>FAX (A/C, No):</b> 1-260-459-5105
<b>E-MAIL ADDRESS:</b> info@sportsinsurance-kk.com		
<b>PRODUCER CUSTOMER ID:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Tri Cities Travel Baseball and Softball LLC 201 Berg St Algonquin, IL 60102 A Member of the Sports, Leisure & Entertainment RPG	<b>INSURER A:</b> Nationwide Mutual Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** U00057093 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG0000007893500	01/08/2024 12:01 AM EDT	01/08/2025 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 Legal Liability to Participants \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Not provided while in Hawaii.HAWAII			6BRPG0000007893500	01/08/2024 12:01 AM EDT	01/08/2025 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>			6BRPG0000007893500	01/08/2024 12:01 AM EDT	01/08/2025 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Legal Liability to Participants (LLP) limit is a per occurrence limit.  
Sport(s): Baseball Age(s): 12 & Under, 13-15; Softball Age(s): 12 & Under, 13-15  
Sexual Abuse Liability - \$1,000,000 aggregate (included above) / \$250,000 each occurrence (included above)  
The Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

<b>CERTIFICATE HOLDER</b> Village of Gilberts 87 Galligan Road Gilberts, IL 60136 Owner/Manager/Lessor of Premises	<b>CANCELLATION</b> <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

Coverage is only extended to U.S. events and activities.  
\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

However:

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

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

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

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

whichever is less.

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

**VILLAGE OF GILBERTS**

**RESOLUTION 08-2024**

**A RESOLUTION APPROVING THE 2024 RECREATIONAL PROGRAMMING AGREEMENT WITH BISON BASEBALL AND FASTPITCH**

**WHEREAS**, Bison Baseball and Fastpitch (the “*Programmer*”) is a group that provides youth baseball programs (the “*Recreational Activities*”); and

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

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

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

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

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

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

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



**PASSED BY THE BOARD OF TRUSTEES** this 5<sup>th</sup> 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 5<sup>TH</sup> DAY OF FEBRUARY, 2024.

\_\_\_\_\_  
Guy Zambetti, Village President

(SEAL)

ATTEST: \_\_\_\_\_  
Lynda Lange, Village Clerk

**EXHIBIT A**  
**Programming Agreement**

**VILLAGE OF GILBERTS  
2024 RECREATIONAL PROGRAMMING AGREEMENT**

**THIS RECREATIONAL PROGRAMMING AGREEMENT (“*Agreement*”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and (*Bison Baseball and Fastpitch*) (hereinafter referred to as the “*Programmer*”).

**RECITALS**

**WHEREAS**, Programmer is a group that provides (*Practices and Games for Baseball and Fastpitch*) (the “*Recreational Activities*”); and

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

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

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

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

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

**B. FIELD USAGE.** For calendar year 2024, the Village will permit Programmer to conduct the Recreational Activities on the Fields in accordance with the schedule attached hereto as *Exhibit A*. Programmer will have no rights to use the Fields outside of the dates and times identified on Exhibit A.

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

1. The Village will provide porta-potties or similar temporary restroom accommodations at the Fields.
2. The Village will periodically mow the Fields at its own expense.
3. The Village will provide garbage bins at the Fields and will arrange for periodic garbage pick-up.

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

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

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

**E. TERM OF AGREEMENT.** This Agreement shall be in effect from (*April 1st*), 2024 to (*October 13th*), 2024. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in

breach of its obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.

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

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

**H. MISCELLANEOUS.**

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

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

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

Village of Gilberts

*(Greg Schane, Bison Baseball and Fastpitch)*

\_\_\_\_\_  
Guy Zambetti, Village President

\_\_\_\_\_  
*Greg Schane*  
(authorized signatory)

## **EXHIBIT A**

### **Schedule of Recreational Activities**

4851-4064-5766, v. 1

We expect to begin, April 1st 2024 Outside weather pending, and run through July 18th, 2024 for our Spring and Summer Seasons

Gilberts Memorial Park –  
Sunday, Monday, Wednesday, Friday, and Saturdays  
5-8pm Weekdays  
9-3pm Weekends

Town Center Park -  
Sunday, Monday, Wednesday, Friday, and Saturdays  
5-8pm Weekdays  
9-3pm Weekends

Waitcus Park –  
Monday, Tuesday, Wednesday, Thursday  
5-8pm Weekdays

Our Fall Season Will begin in August and Times may be reduced due less teams in need of availability.

## VILLAGE OF GILBERTS

### RESOLUTION 09-2024

#### A RESOLUTION APPROVING THE 2024 RECREATIONAL PROGRAMMING AGREEMENT WITH GOLDEN CORRIDOR FAMILY YMCA

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

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

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

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

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

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

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

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



**PASSED BY THE BOARD OF TRUSTEES** this 5<sup>th</sup> 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 5<sup>TH</sup> DAY OF FEBRUARY, 2024.

\_\_\_\_\_  
Guy Zambetti, Village President

(SEAL)

ATTEST: \_\_\_\_\_  
Lynda Lange, Village Clerk

**EXHIBIT A**  
**Programming Agreement**

**VILLAGE OF GILBERTS  
2024 RECREATIONAL PROGRAMMING AGREEMENT**

**THIS RECREATIONAL PROGRAMMING AGREEMENT (“*Agreement*”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and Golden Corridor Family YMCA (hereinafter referred to as the “*Programmer*”).

**RECITALS**

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

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

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

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

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

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

**B. FIELD USAGE.** For calendar year 2024, the Village will permit Programmer to conduct the Recreational Activities on the Fields in accordance with the schedule attached hereto as *Exhibit A*. Programmer will have no rights to use the Fields outside of the dates and times identified on Exhibit A.

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

1. The Village will provide porta-potties or similar temporary restroom accommodations at the Fields.
2. The Village will periodically mow the Fields at its own expense.
3. The Village will provide garbage bins at the Fields and will arrange for periodic garbage pick-up.

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

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

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

**E. TERM OF AGREEMENT.** This Agreement shall be in effect from May 1, 2024 to Nov 23, 2024. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in breach of its

obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.

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

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

**H. MISCELLANEOUS.**

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

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

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

Village of Gilberts

Golden Corridor Family YMCA

\_\_\_\_\_  
Guy Zambetti, Village President

\_\_\_\_\_  
(authorized signatory)

## **EXHIBIT A**

### **Schedule of Recreational Activities**

#### Schedule of Recreational

Activities Town Center Park 301 Columbia Lane, Gilberts, IL 60136

#### Soccer Programming (2 Sessions)

May 1, 2023 – Sep 1, 2023

Monday-Fridays 4:00 p.m. – 8:00 p.m.

Saturdays 8:00 a.m. – 2:00 p.m.

#### Flag Football (1 Session)

September 1, 2023 – November 23, 2023

Monday-Friday 4:00 p.m. – 8:00 p.m.

Saturdays 8:00 a.m. – 2:00 p.m.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: TRICOR, LLC - Beloit; CONTACT NAME: service@tricorinsurance.com; INSURER(S) AFFORDING COVERAGE: West Bend Insurance Company; NAIC #: 15350

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

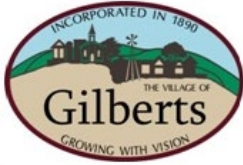
Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

The Village of Gilberts is included as additional insured in regard to the General Liability as required by written contract or agreement.

CERTIFICATE HOLDER: Village of Gilberts; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Keith Kruse





## 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:** Wade Kretsinger, Public Works Director  
Brian Bourdeau, Village Administrator

**Date:** February 5, 2024 Special Village Board Meeting

**Re:** Item 4.F: Approval of Resolution 10-2024 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

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### **Background:**

The Village currently owns an older New Holland tractor and Woods batwing mower. Over the past year, these were not operable at times, which caused ditches to be overgrown and leaving the zero turn mowers to be used to mow the bigger lots the Village owns.

### **Summary:**

In the Village's 2024 Budget, funds were set aside for the purchase of a John Deere 4066R tractor with a cab, as well as a Frontier FM4115 flex wing mower. These will be used to help mow Town Center Park as well as ditches and some bigger lots the Village owns. These will help Public Works be more efficient in our mowing operation during the summer months. With this purchase, the Department plans to keep up with its maintenance and keep this tractor and mower around for years to come.

### **Conclusion:**

We recommend that the Village Board authorize the purchase of a John Deere 4066R Tractor and Frontier FM4115 Flex Wing Mower from AHW John Deere in a Not to Exceed Amount of \$87,300.

**VILLAGE OF GILBERTS**

**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**

**WHEREAS**, the Village of Gilberts (“Village”) has a Public Works Department, which maintains Village streets and other Village infrastructure, including parks; and

**WHEREAS**, the Village mows and maintains a total of 55 acres through the spring, summer and fall seasons; and

**WHEREAS**, adequate funds were included in the 2024 Budget for the purchase of a utility tractor with a flex wing mower for the Public Works fleet; and

**WHEREAS**, Public Works obtained pricing through the Sourcewell joint-purchasing cooperative (contract #031121-DAC (PG BT CG 76)) for the purchase of the John Deere 4066R Utility Tractor and Flex Wing Grooming mower (the “Tractor”).

**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 AHW LLC for the purchase of a John Deere 4066R Utility Tractor and Frontier FM4115 Flex Wing Grooming Mower in an amount not-to-exceed \$87,300.

**Section 3.**     **Waiver of Competitive Bidding.** The purchase of the Tractor through Sourcewell cooperative purchasing program complies with the Governmental Joint Purchasing Act (30 ILCS 525/1, *et seq.*), and therefore no additional bidding process was required. However, to the extent any further competitive bidding requirements could apply to the purchase of the Tractor, any such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

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

**PASSED BY VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this 5<sup>th</sup> 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 5<sup>th</sup> DAY OF FEBRUARY, 2024

\_\_\_\_\_  
Guy Zambetti, Village President

(SEAL)

ATTEST: \_\_\_\_\_  
Lynda Lange, Village Clerk

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

AHW LLC  
 14N937 US Highway 20  
 Hampshire, IL 60140  
 US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

AHW LLC  
 14n937 Us Highway 20  
 Hampshire, IL 60140  
 847-683-4440  
 dlhampshire@ahwllc.com

**Quote Summary**
**Prepared For:**

Wade Kretsinger  
 VILLAGE OF GILBERTS  
 Wade Kretsinger  
 87 GALLIGAN RD  
 GILBERTS, IL 60136  
 Mobile: 847-428-2861  
 WKRETSINGER@VILLAGEOFGILBERTS.COM

**Delivering Dealer:**

**AHW LLC**  
 Tim Kingren  
 14n937 Us Highway 20  
 Hampshire, IL 60140  
 Phone: 847-683-4440  
 Mobile: 847-774-9923  
 tkingren@ahwllc.com

**Quote ID:** 30274359  
**Created On:** 24 January 2024  
**Last Modified On:** 27 January 2024  
**Expiration Date:** 23 February 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
Frontier FM4115 Flex Wing Grooming Mower <b>Contract:</b> Sourcewell Grounds Maint 031121-DAC (PG BT CG 76) <b>Price Effective Date:</b> January 23, 2024	\$ 29,451.00	\$ 24,149.82 X	1 =	\$ 24,149.82
JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp) <b>Contract:</b> Sourcewell Grounds Maint 031121-DAC (PG BT CG 76) <b>Price Effective Date:</b> January 23, 2024	\$ 76,933.36	\$ 63,085.36 X	1 =	\$ 63,085.36
<b>Equipment Total</b>				<b>\$ 87,235.18</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 87,235.18
Trade In	
SubTotal	<b>\$ 87,235.18</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 87,235.18
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 87,235.18</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

AHW LLC  
14N937 US Highway 20  
Hampshire, IL 60140  
US

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

AHW LLC  
14n937 Us Highway 20  
Hampshire, IL 60140  
847-683-4440  
dlhampshire@ahwllc.com

---

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 30274359      Customer Name: VILLAGE OF GILBERTS

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 AHW LLC  
 14N937 US Highway 20  
 Hampshire, IL 60140  
 US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 AHW LLC  
 14n937 Us Highway 20  
 Hampshire, IL 60140  
 847-683-4440  
 dlhampshire@ahwllc.com

## Frontier FM4115 Flex Wing Grooming Mower

**Hours:** **Suggested List \***  
**Stock Number:** \$ 29,451.00  
**Contract:** Sourcewell Grounds Maint 031121-DAC (PG BT **Selling Price \***  
 CG 76) \$ 24,149.82

**Price Effective Date:** January 23, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0921XF	FM4115 Flex Wing Grooming Mower	1	\$ 27,658.00	18.00	\$ 4,978.44	\$ 22,679.56	\$ 22,679.56
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
9000	Hydraulic Wing Latch Release Kit	1	\$ 697.00	18.00	\$ 125.46	\$ 571.54	\$ 571.54
9640	Front Anti-Scalp Roller Kit	1	\$ 390.00	18.00	\$ 70.20	\$ 319.80	\$ 319.80
9641	Rear Anti-Scalp Roller Kit	1	\$ 240.00	18.00	\$ 43.20	\$ 196.80	\$ 196.80
9645	Rear Chain Shield	1	\$ 466.00	18.00	\$ 83.88	\$ 382.12	\$ 382.12
<b>Standard Options Total</b>			<b>\$ 1,793.00</b>		<b>\$ 322.74</b>	<b>\$ 1,470.26</b>	<b>\$ 1,470.26</b>
<b>Total Selling Price</b>			<b>\$ 29,451.00</b>		<b>\$ 5,301.18</b>	<b>\$ 24,149.82</b>	<b>\$ 24,149.82</b>

## JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp)

**Equipment Notes:** **Suggested List \***  
**Hours:** \$ 76,933.36  
**Stock Number:** **Selling Price \***  
**Contract:** Sourcewell Grounds Maint 031121-DAC (PG BT \$ 63,085.36  
 CG 76)

**Price Effective Date:** January 23, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
038BLV	4066R Compact Utility Tractor (52 PTO hp)	1	\$ 51,150.00	18.00	\$ 9,207.00	\$ 41,943.00	\$ 41,943.00



# Selling Equipment

Quote Id: 30274359      Customer Name: VILLAGE OF GILBERTS

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

AHW LLC  
 14N937 US Highway 20  
 Hampshire, IL 60140  
 US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

AHW LLC  
 14n937 Us Highway 20  
 Hampshire, IL 60140  
 847-683-4440  
 dlhampshire@ahwllc.com

Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1717	Factory Installed Loader with Bucket	1	\$ 9,471.00	18.00	\$ 1,704.78	\$ 7,766.22	\$ 7,766.22
2060	Deluxe Cab with Air Ride Seat	1	\$ 12,610.00	18.00	\$ 2,269.80	\$ 10,340.20	\$ 10,340.20
2660	Factory Installed Stereo	1	\$ 705.00	18.00	\$ 126.90	\$ 578.10	\$ 578.10
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5240	16.9-24 (6PR, R4 Industrial, 2 Position)	1	\$ -50.00	18.00	\$ -9.00	\$ -41.00	\$ -41.00
6240	10-16.5 (6PR, R4 Industrial, 2 Position)	1	\$ 172.00	18.00	\$ 30.96	\$ 141.04	\$ 141.04
<b>Standard Options Total</b>			<b>\$ 22,908.00</b>		<b>\$ 4,123.44</b>	<b>\$ 18,784.56</b>	<b>\$ 18,784.56</b>
Dealer Attachments/Non-Contract/Open Market							
LVB24844	External Mirror Kit (Cab Only)	1	\$ 257.40	18.00	\$ 46.33	\$ 211.07	\$ 211.07
BLV10892	Rear Fender Extension Kit (Cab Only)	1	\$ 422.40	18.00	\$ 76.03	\$ 346.37	\$ 346.37
BXX11094	Cab Beacon Light Kit	1	\$ 324.59	18.00	\$ 58.43	\$ 266.16	\$ 266.16
BXX10684	Ballast Box	1	\$ 547.80	18.00	\$ 98.60	\$ 449.20	\$ 449.20
BXX11039	DUAL REAR SCV - 4th and 5th Selective Control Valve Kit Cab	1	\$ 1,323.17	18.00	\$ 238.17	\$ 1,085.00	\$ 1,085.00
<b>Dealer Attachments Total</b>			<b>\$ 2,875.36</b>		<b>\$ 517.56</b>	<b>\$ 2,357.80</b>	<b>\$ 2,357.80</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 76,933.36</b>		<b>\$ 13,848.00</b>	<b>\$ 63,085.36</b>	<b>\$ 63,085.36</b>

**Extended Repair Plan Proposal**
**PowerGard™ Protection Plan Residential**
**Date :** January 27, 2024

Machine/Use Information		Plan Description	Price	
Manufacturer	<b>JOHN DEERE</b>	Plan Type:	Deductible:	
Equipment Type	4066R TRAC	Coverage:	Quoted Price	\$ 0.00
Model	4066R TRAC	Total Months:		
		Total Hours:		

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles)."Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

**Proposal Prepared for:**
*I have been offered this coverage and*

 \_\_\_\_\_  
 Customer Name - Please Print

- I ACCEPT the Residential plan  
 I DECLINE the Residential plan

 \_\_\_\_\_  
 Customer Signature

*If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.*

**Note :** This is not a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website([www.JohnDeere.com](http://www.JohnDeere.com)) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

**PowerGard™ Protection Plan Residential (Residential plan) is:**

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

**Not covered under a Residential plan:**

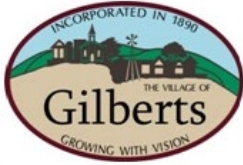
Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.





## **Benefits of a Residential plan:**

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
  - No deductibles and no out-of-pocket costs on covered repairs.
  - Free transportation for factory warranty and extended repair plan repairs for the term of the plan (Note: A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
  - Low deductibles on covered repairs
  - Do not provide transportation coverage



## *Village of Gilberts*

Village Hall  
87 Galligan Road, Gilberts, Illinois 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
[www.villageofgilberts.com](http://www.villageofgilberts.com)

**To:** President Zambetti & Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** February 5, 2024 Special Village Board Meeting  
**Re:** Item 4.G: 2024 Road Program – Reconstruction of Matteson Street and Turner Street Along with Various Roadway Patching

---

### **Background**

The 2024 Road Program contemplates the reconstruction of Matteson Street and Turner Street in the Old Town area as well as the maintenance of various roadways through the Village including patching and pavement fabric overlaid with a slurry seal. The attached task order with Robinson Engineering is for the preliminary engineering, pavement cores, bid document preparation and evaluation. The task order and any subsequent construction contract will be funded with the remaining balance of the 2021 GO Alternative Revenue Bonds issued for roadway improvements in the Infrastructure Fund.

### **Attachment**

- A) Robinson Proposal for Professional Engineering Services – 2024 Roadway Program dated January 17, 2024.



Jonathon Zabrocki, PE, LEED-AP (BD+C), CFM, CPESC  
President  
Cell: (708) 932-8244  
Email: [jzabrocki@reltd.com](mailto:jzabrocki@reltd.com)

January 17, 2024

Mr. Brian Bourdeau, Village Administrator  
Village of Gilberts  
87 Galligan Road  
Gilberts, IL 60136

**RE: Proposal for Professional Engineering Services  
2024 Roadway Program  
Gilberts, Illinois**

Dear Mr. Bourdeau:

Robinson Engineering, Ltd. (REL) is pleased to present this proposal to perform professional engineering services to prepare construction bidding documents for the 2024 Roadway Program in the Village of Gilberts (Village). Included in this proposal is an Overview of the Project, discussion of the proposed Scope of Services, Schedule, and Estimated Fee. Our Standard Terms and Conditions are also enclosed and should be considered as an integral part of this proposal.

## 1. PROJECT OVERVIEW

The 2024 Roadway Program includes the reconstruction of two residential streets, Matteson Street and Turner Street, as well as the maintenance of various roadways throughout the Village including patching and pavement fabric overlaid with a slurry seal.

Matteson Street and Turner Street are located in the historical part of the Village. They are 2 residential streets that provide access to multiple residences as well as a connection between Railroad Street and Galligan Road. Both of these streets will be reconstructed, and the following exhibit highlights the approximate limits of the improvement:



It is noted that Matteson Street, Turner Street, Railroad Street, and Galligan Road at this location are all under local jurisdiction and therefore no outside agency (i.e., Kane County DOT or IDOT) will be involved in the review/approval/permitting process.

## 2. SCOPE OF SERVICES

Per discussions with the Village, REL will prepare construction documents for the project discussed above. REL's scope shall include the following:

- Obtaining two (2) roadway borings (completed by Geocon Professional Services) to assess the existing pavement thickness as well as the stability/thickness/condition of the existing subgrade. It is planned to take one (1) boring on Matteson Street and one (1) boring on Turner Street.
- Obtain and field verify existing right-of-way (ROW) to ensure that public improvements are designed (and ultimately constructed) within Village ROW. If there is insufficient ROW in this area (potentially for storm sewer or sidewalk addition), additional discussion with the Village will be had during the design process to see if obtaining easements outside of the ROW is possible.
- Evaluate (and include if possible) curb and gutter along the edge of both sides (currently there are shallow roadside ditches).



- Prepare a pavement design with pavement cross-section section designed for typical residential traffic patterns.
- Assuming curb and gutter are viable, adding sufficient storm sewer to make connections to the existing outfalls in Railroad Street and/or east of Galligan Road assuming there is sufficient capacity to add this section of roadway to either system. The Village will provide any records / design documents for the storm sewer in this area (Railroad Street, Matteson Street, Turner Street and Galligan Road). The Village will televise existing storm sewer and sanitary sewer within project limits to confirm condition.
- Evaluate existing sidewalk in this area and identify areas for removal and replacement to enhance the pedestrian network.
- Coordinate with existing franchise utilities in the area as necessary.
- Evaluate curb ramps so that they are reconstructed in a manner that is ADA-compliant.
- Prepare Plans, Specifications, and Estimates (PS&E) for bidding purposes for the two (2) streets to be reconstructed. Bidding documents will include Special Provisions and contingency quantities to obtain unit pricing for the patching and slurry seal locations, but not detailed plans. Final quantities for patching and slurry seal will be confirmed during construction with locations will be marked in the field by Public Works during Construction.
- Provide bidding services up to and including a recommendation letter to the Village Board.
- It is assumed that the Village will be using Bond Funds with a total budget of \$800k (\$500k to \$600k for reconstruction and \$200k for patching and slurry seal) and as such, REL's design will be tailored to this funding source.
- Existing street lighting will remain.
- There are no special landscape plan requirements including special signage, berming, etc.
- There are no wetlands or floodplains present in the project area.
- No additional outside permits are required.
- The following are items that are currently not being considered as part of this proposal based on conversations with the Village (but may be included in future proposals once this project has been bid):
  - Construction Services including:
    - Observation
    - Staking / Layout
    - Material Testing during construction
    - Measure construction quantities
    - Contractor and Village Coordination
    - Contractor payout request review
    - Shop drawing review

### 3. PROJECT SCHEDULE

The work outlined in the scope of services proposed above is estimated to take approximately 12-weeks, following Notice to Proceed. It is anticipated that this project will be bid in early-May 2024. Please note, this assumes reasonable review turn-around times from the Village and no significant scope changes.

#### 4. ENGINEERING FEES

In accordance with our understanding and experience on similar projects, we've estimated the time associated with performing the tasks identified in the Scope of Services. We propose to perform these services for a Lump Sum fee of \$60,000. This fee will not be exceeded without prior authorization.

#### 5. STANDARD TERMS AND CONDITIONS

A copy of our firm's Standard Terms and Conditions are attached hereto and incorporated herein into this proposal. We will commence work immediately upon your authorization to proceed.

Please indicate your acceptance of this proposal by signing both copies and returning one to my attention and retaining the other for your records. Feel free to call or email me with any questions regarding this proposal or if any additional information is needed. We again thank you for the opportunity to submit this proposal for your consideration and look forward to working with you on this important project.

Very truly yours,

ROBINSON ENGINEERING, LTD.

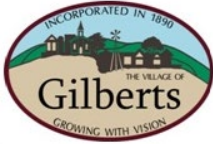
*Jonathon Zabrocki*

Jonathon Zabrocki, PE, LEED-AP (BD+C), CFM, CPESC  
President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title



## *Village of Gilberts*

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136  
Public Works: 37 Industrial Drive Gilberts, Illinois 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
[www.villageofgilberts.com](http://www.villageofgilberts.com)

**To:** Village President and Board of Trustees  
**From:** Mitchell Anderson, Management Analyst  
Brian Bordeau, Village Administrator  
**Date:** February 5, 2024 Special Village Board Meeting  
**Re:** New Business Program with Northern Kane County Chamber of Commerce

---

### **BACKGROUND:**

For 24 years, the Village has partnered with the Northern Kane County Chamber of Commerce to grow and stay connected with our business community. There are currently 23 Gilberts businesses who are members of the chamber, and the Village is seeking to increase this number. The Chamber offers a plethora of services to local businesses, including networking events, training/education seminars, and advertising opportunities. These benefits offer business advantages, as well as an increased incentive to stay in the area. In order to attract new businesses to Gilberts, the Chamber has proposed a unique partnership with the Village.

### **ANALYSIS:**

This partnership would offer new commercial businesses who meet a certain set of criteria their first year's membership free of charge. The criteria are as follows:

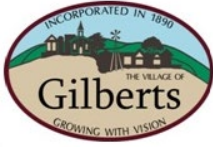
- Type of business – retail/commercial
- Brick and mortar
  - New building OR substantial building addition OR substantial interior buildout
- Non-home occupation
- New business, not a renewal application
- Within Gilberts Village limits

The Village would pay a discounted rate of the cost for eligible businesses who apply. The normal annual rate for membership is \$262.50, but the Village would only pay \$200. After the first year, the Chamber would then bill the business at the normal rate. For FYE 2025, staff plans on formally budgeting for this expense.

While the Chamber generally incentivizes businesses by giving them immediate access to networking, a ribbon cutting event, and guides to other communities in the Chamber, this proposal uniquely offers a specific pull-factor for businesses to come to Gilberts. Offering to pay for the business's first year in the Chamber shows a sense of goodwill and cultivates a business-friendly environment for new businesses, increasing Gilberts's competitiveness in the development market.

### **CONCLUSION/RECOMMENDATION:**

Staff recommends approval of this partnership program with the Northern Kane County Chamber of Commerce.



NORTHERN KANE COUNTY  
CHAMBER OF COMMERCE

Dear Business Owner:

Thank you for your interest in becoming a member of the Village of Gilberts' business community. We are happy to see our community growing in new and unique ways, and your business contributes to this growth.

Beginning in January 2024, the Village and the Northern Kane County Chamber of Commerce entered into an agreement for a program of discounted services to new retail and commercial businesses. This program gives eligible businesses the opportunity to gain all the benefits of Chamber membership, while waiving the membership dues for the first year.

Joining the Chamber brings many benefits, including:

- Access to a ribbon cutting event
- Networking events
- Training and educational seminars
- Greater visibility throughout the community

In order to be eligible for this discounted program, you must meet the following criteria:

- New business coming into Gilberts (businesses renewing their license are **not** eligible)
- Physical, brick and mortar location, meeting one of the following criteria:
  - New building construction, OR
  - Substantial new building addition on existing building, OR
  - Substantial interior buildout within existing building
- Retail and/or commercial user
  - Home occupations are **not** eligible for the program
- Must be located within Gilberts Village limits

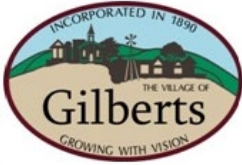
The Village has determined that you have met the aforementioned criteria for this program. As such, the Village strongly recommends you fill out the membership application on the next page and send the membership application to the Village. After the first year, the Chamber will begin billing you at the regular membership cost.

If you have any questions or concerns regarding this program, please do not hesitate to reach out to the Village.

Thank you,

Mitchell Anderson  
Village of Gilberts  
Management Analyst  
Office: 847-428-2861 x605  
[manderson@villageofgilberts.com](mailto:manderson@villageofgilberts.com)





## *Village of Gilberts*

Village Hall  
87 Galligan Road, Gilberts, Illinois 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
[www.villageofgilberts.com](http://www.villageofgilberts.com)

**To:** President Zambetti and Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** February 5, 2024 Special Village Board Meeting  
**Re:** Items 5.A: An Ordinance Amending Chapter 4 of Title 1 and Chapter 4 of Title 6 of the Village Code Regarding Parking Violation Fees (Ordinance 04-2024)

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The Village of Gilberts prohibits parking on the street following a 2" or greater snow event until removal. This allows for the safe and efficient snow removal by Public Works crews. There are posted signs at entrances to subdivisions throughout the Village and the Village also places reminders of the snow parking ban on its park message board signs and social media channels. However, the Village has experienced an increasing number of vehicles parking on the street during 2" or greater snow events, which inhibits snow removal operations. In some cases, the larger plows are unable to traverse the roadway. Previously, all parking tickets were charged the same fee of \$25.00. The proposed Ordinance establishes a higher fine of \$100.00 for each parking violation that occurs anytime the snow parking ban is in effect. All other parking violations would remain \$25.00

**VILLAGE OF GILBERTS**

**ORDINANCE 04-2024**

**AN ORDINANCE AMENDING  
CHAPTER 4 OF TITLE 1 AND CHAPTER 4 OF TITLE 6 OF THE VILLAGE  
CODE REGARDING PARKING VIOLATION FINES**

**WHEREAS**, the Village of Gilberts (“Village”) is an Illinois municipality organized and operating in accordance with the Illinois Constitution of 1970 and the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

**WHEREAS**, the Village has established regulations for the standing and parking of vehicles on Village rights-of-way, and established monetary fines for violating such restrictions; and

**WHEREAS**, the Village has determined it to be in the best interests of the Village and its residents to amend the Village Code to provide for a higher monetary fine for violations of the Village’s snow parking ban as set forth in this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the Village Board of the Village of Gilberts, Kane County, Illinois pursuant to its non-home rule powers, as follows:

**SECTION 1. RECITALS** The recitals set forth above are incorporated into Section 1 as set forth herein.

**SECTION 2. AMENDMENT TO SECTION 1-4-4.** Section 1 of Chapter 4 of the Gilberts Village Code, entitled, “Citation and Fine” of Title 1, entitled “Administration,” is hereby amended as set forth below (amendments are shown with deletions in ~~strike through~~, and additions in **bold** and underline):

“1-4-4. - Citation and fine.

- A. Unless a different penalty is otherwise provided in a specific code provision, the general penalty for a violation of any provision of this code subject to the provisions of section 1-4-3 of this chapter, in the event of a violation of any provision of any of the code sections or other village ordinances to which this chapter applies, the applicable authorized village enforcement official shall have the authority to immediately issue a citation to the offender which shall provide for a fine of not less than \$75.00 nor more than \$750.00. However, any citation for a violation of the parking provisions of title 6, chapter 4 of this code shall provide for a fine of \$25.00, **excluding citations for a violation of the Snow Parking Ban provided for in Section 6-4-8 of this Code.**

- B. Unless otherwise required by law a citation issued pursuant to this chapter may be delivered in person, posted upon the premises or vehicle in question, or sent by regular mail by the applicable authorized village enforcement official depending on the circumstances associated with the particular violation. All such citations shall contain language specifying which code section or village ordinance has been violated, shall direct the offender to pay the applicable fine and shall inform the offender that, upon failure to make timely payment of the applicable fine, a late payment fee will be assessed, and that continued failure to make payment will result in the village filing a complaint regarding the offense against the offender in the county circuit court.”

**SECTION 3. AMENDMENT TO SECTION 6-4-8.** Section 8 of Chapter 4 of the Gilberts Village Code, entitled “Parking Regulations” of Title 6, entitled “Motor Vehicles and Traffic,” is hereby amended as set forth below (amendments are shown with deletions in ~~strikethrough~~, and additions in **bold** and underline):

“6-4-8 Snow parking ban.

It shall be unlawful for any person to park any vehicle or trailer on any village street following the accumulation of two or more inches of falling snow until removal. The village, through its police officers and/or other authorized village officials, in their sole discretion, shall reasonably determine snow accumulation. **Any person who violates this Section will be subject to a fine in the amount of \$100.00 for each violation.**”

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

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

**SECTION 6. EFFECTIVE DATE.** This Ordinance will take effect after its passage and publication as required by law.

**PASSED BY VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this 5<sup>th</sup> day of February 2024.

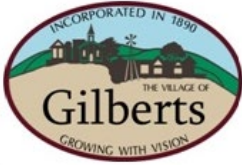
	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Frank Marino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

APPROVED this 5<sup>th</sup> day of February, 2024

(SEAL)

\_\_\_\_\_  
Village President Guy Zambetti

ATTEST: \_\_\_\_\_  
Village Clerk, Lynda Lange



*Village of Gilberts*

Village Hall  
87 Galligan Road, Gilberts, Illinois 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
[www.villageofgilberts.com](http://www.villageofgilberts.com)

**To:** President Zambetti and Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** February 5, 2024 Special Village Board Meeting  
**Re:** Item 5.B: An Ordinance Approving a Purchase and Sale Agreement with Gilberts Industrial Properties LLC for the Property Commonly Known as 185 Industrial Drive (Ordinance 05-2024)

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Included for consideration is the Ordinance approving the Purchase and Sale Agreement for the property commonly known as 185 Industrial Drive for public purposes as the Village's new Public Works facility and yard.

**VILLAGE OF GILBERTS**

**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**

**WHEREAS**, the Village of Gilberts (“*Village*”) is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

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

**WHEREAS**, the owner of the property at 185 Industrial Drive, Gilberts, Illinois, bearing PIN #02-24-153-003 (“*Property*”), Gilberts Industrial Properties LLC, has offered to sell the Property to the Village; and

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

**WHEREAS**, the Property is located within the boundaries of the Village’s Central Redevelopment Project Area (“*Project Area*”), established pursuant to the provisions of the Tax Increment Allocation Redevelopment Act (“*Act*”); and

**WHEREAS**, the Act (65 ILCS 5/11-74.4-4(b) and (c)) authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the Village’s redevelopment plan for the Project Area, all in the manner and at the price the Village deems to be reasonably necessary; and

**WHEREAS**, the Act (65 ILCS 5/11-74.4-4(b) and (c)) authorizes the Village to use tax increment funds from the Central Redevelopment Project Area to acquire the Property; and

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

**NOW, THEREFORE, BE IT ORDAINED** by the Village Board of the Village of Gilberts, Kane County, Illinois, as follows:

**SECTION 1. RECITALS** The recitals set forth above and all exhibits attached to this Ordinance are incorporated into Section 1 as set forth herein.

**SECTION 2. APPROVAL; AUTHORIZATION.**

- A. The Agreement attached as Exhibit A is hereby approved, subject to Village Attorney approval, the Village President is hereby authorized and directed to execute the Agreement, and the Village Clerk is hereby authorized and directed to attest to the Village President’s signature on the Agreement.
- B. The Village Finance Director or her designee is authorized and directed to draw upon Village funds, including funds in the Village’s Special Tax Allocation Fund for the Central Redevelopment Project Area, and write a check in the sum set forth in the Agreement, plus any required costs incurred by the Village, or otherwise payable to Seller or the title company, in order to effectuate the purchase and recordation of the deed to the Property.
- C. The Village Administrator is authorized and directed to take all steps necessary to implement and enforce the Agreement’s terms, including, without limitation, executing all documents necessary to complete the Village’s acquisition of the Property.

**SECTION 3. SEVERABILITY.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this Ordinance is found to be invalid in any one or more of its several applications, all valid applications shall remain in effect.

**SECTION 4. REPEAL AND SAVINGS CLAUSE.** All ordinances, resolutions, or parts thereof in conflict herewith are hereby repealed; provided, however that nothing in this Ordinance shall affect any rights, actions, or causes of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

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

**PASSED BY VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this 5<sup>th</sup> 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 5<sup>th</sup> day of February, 2024.

APPROVED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.

\_\_\_\_\_  
Guy Zambetti, Village President

(SEAL)

ATTEST: \_\_\_\_\_  
Lynda Lange, Village Clerk



**EXHIBIT A**

*Purchase and Sale Agreement*

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT (“Agreement”)** is made and entered into as of this 1<sup>st</sup> day of February, 2024 (“**Effective Date**”), between the **VILLAGE OF GILBERTS**, an Illinois municipal corporation with offices located at 87 Galligan Road, Gilberts, Illinois (“**Buyer**”), and **GILBERTS INDUSTRIAL PROPERTIES LLC**, an Illinois limited liability company with offices located at 2110 Bannockburn Street, Inverness, Illinois (“**Seller**”) (collectively, the Buyer and Seller are the “**Parties**” and individually a “**Party**”).

### RECITALS

**WHEREAS**, the Seller owns certain several parcels of real property containing approximately, in total, +/-3.3 acres per survey commonly known as 185 Industrial Drive located in Gilberts, Illinois, which real property is legally described in Exhibit A (“**Seller’s Land**”); and

**WHEREAS**, the Seller’s Land is currently improved with approximately +/-18,000 square foot per survey commercial structure and related infrastructure, improvements, and appurtenances (collectively, “**Improvements**”) (collectively, the Seller’s Land and the Improvements are the “**Property**”); and

**WHEREAS**, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11/74.4-4(c)) and other statutory law authorizes the Buyer to acquire the Property from the Seller; and

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

### AGREEMENT

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

**1. Recitals and Exhibits; Property to be Purchased.**

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

(b) Subject to this Agreement’s terms and conditions, Seller agrees to convey to Buyer and Buyer agrees to purchase from Seller the Property together with all personal property remaining on the Property on the Closing Date (as defined in Section 4 below).

**2. Purchase Price.** The purchase price for the Property shall be **THREE MILLION TWO HUNDRED SEVENTY FIVE AND NO 100ths (\$3,275,000.00) DOLLARS** (“**Purchase Price**”). Buyer shall pay the Purchase Price at Closing, minus any credits provided by Seller or authorized by this Agreement. Buyer represents and warrants that this is a cash deal and that the Buyer will not use third party financing to pay at the Purchase Price or any portion thereof.

3. **Earnest Money.** Buyer will deliver, within five (5) business days of the Effective Date, a check or wire transfer in the amount of **ONE HUNDRED THOUSAND AND NO 100ths (\$100,000.00) DOLLARS** to Chicago Title Insurance Company (“**Title Company**”) (the money delivered to the Title Company, together with interest thereon and all other deposits hereafter made by Buyer pursuant to this Agreement, is hereinafter referred to as the “**Earnest Money**”), to be held and disbursed by the Title Company in accordance with the terms of a strict joint order escrow agreement in a form acceptable to the Parties. The Earnest Money plus any interest accrued shall be applied to the Purchase Price to be paid by Buyer at Closing (as defined in Section 4 below). Except as provided in this Agreement, the Earnest Money shall be nonrefundable and shall be retained by the Seller should the Buyer fail to purchase the Property.

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

5. **Inspection Contingency.**

(a) **Inspections.** Beginning on the Effective Date and ending thirty (30) days thereafter (“**Inspection Period**”), Buyer and its employees, agents, contractors, consultants, representatives and designees shall, at Buyer’s sole expense, have the right to examine and test the interior and exterior of the Property, including, without limitation, all structures, mechanical systems, and utilities located thereon, and shall further have the right of reasonable ingress and egress with advance notice to, and cooperation of, Seller for the purpose of making or conducting all studies, tests, assessments of the surface and subsurface conditions and other tests, examinations, explorations and inspections as Buyer deems appropriate, including, but not limited to, the right to core drill upon, and to remove samples of stone and soil from the Property (collectively, “**Inspection Work**”). During the Inspection Period, Buyer shall have the further right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate, and to apply for and obtain all necessary regulatory approvals from any local, state, or federal governmental entity or agency necessary for the Buyer’s development, use, and operation of the Property. Seller will cooperate with Buyer with respect to all inspections and regulatory approval processes, including but not limited to the execution of any documents reasonably necessary for such inspections and participation in the regulatory approval processes. Upon the voluntary or involuntary termination of the Inspection Period, Buyer shall at Buyer’s sole expense return the Property to its condition as it existed upon the Effective Date, reasonable wear and tear excepted.

(b) **Right of Termination.** The Buyer’s obligations under this Agreement are subject to and conditioned upon the determination by Buyer, in its sole discretion and judgment, that the Property is in satisfactory condition for the Buyer’s purposes. In the event such conditions to Buyer’s obligations have not been satisfied within Inspection Period, as determined solely by Buyer, Buyer shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason, or no reason at all. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be



deemed null and void, neither Party shall have any further rights and obligations under this Agreement, and, in the event of such termination, the Earnest Money shall be promptly returned to the Buyer.

**6. Survey and Title Review.**

(a) Receipt of Survey and Title Commitment. Seller, at its sole expense, shall obtain and deliver to Buyer (i) no later than ten (10) days after the Effective Date, an ALTA title insurance commitment issued by the Title Company showing the condition of title to the Property (“**Title Commitment**”), together with copies of all recorded documents listed or disclosed therein (“**Recorded Documents**”); and (ii) no later than fifteen (15) days after the Effective Date, an ALTA Survey of the Property dated no more than one hundred eighty days (180) days before the Closing Date (“**Survey**”). The Survey will depict all Improvements on the Seller’s Land, certify that no portion of the Seller’s Land lies within the 100 year flood plain or has been designated as part of flood zones “A” or “B” by the Federal Emergency Management Agency, demonstrate that Seller’s Land is free from all encroachments, establish and depict the exact perimeter legal description of the Seller’s Land, depict the dimensions of Schedule B Encumbrance Numbers 27 and 28 on the title commitment prepared by the Title Company dated December 28, 2023 and last updated January 5, 2024, and include the exact acreage of the Seller’s Land.

(b) Objections. Buyer shall have until five (5) business days after the delivery of the last of the Survey, the Title Commitment, and the Recorded Documents to examine the same and to provide written objections to Seller of matters set forth on the Survey and/or the Title Commitment that are unsuitable or make the Property undesirable for Buyer’s purposes (collectively, the “**Objections**”).

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

(d) Failure to Cure. In the event Seller is unable to cure any one or more of Buyer’s Objections within the Cure Period, Buyer’s remedy under this Agreement shall be to either: (i) terminate this Agreement, in which event the Earnest Money will be promptly returned to the Buyer and the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); or (ii) waive the Objections and continue the purchase contemplated by this Agreement. Buyer must provide written notice to Seller of its election to either terminate this Agreement or to waive the Objections not later than ten (10) days after the expiration of the Cure Period.

(e) Seller Deliveries. By no later than two (2) days after the Effective Date, Seller shall deliver to the Buyer the following:

1) All environmental reports and assessments concerning or implicating the Property; and  
Seller agrees to cooperate in all respects to facilitate the Inspection Work and agrees to make available all documents, books and records necessary to permit the inspections described herein

and, to the extent such records are available and in the Seller's possession, upon Purchaser's reasonable request.

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

**8. Representations.** To the best of Seller's knowledge, Seller represents to Buyer as set forth below, which representations shall be deemed remade on the Closing Date.

(a) Seller is an Illinois limited liability company in good standing. Seller has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement, and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Seller is a party.

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

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

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

(e) To the best of Seller's knowledge, the Property is not subject to any easements, covenants, conditions, restrictions, agreements, liens or encumbrances that are not of record.

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



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

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

(i) Seller is not a party to any unwritten leases of any interest in the Property, or any unwritten contract, operating arrangement or other agreement affecting the ownership, use or operation of the Property that could be binding upon Buyer after Closing, and Buyer shall have the exclusive right to possession of the Property after Closing.

(j) There is no other agreement, written or oral, under which Seller is or could become obligated to convey, lease or license the Property or any interest therein, to a third party, and Seller will not enter into any such agreement before Closing without the prior written consent of Buyer.

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

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

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

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

other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

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

(p) The 2022 (payable in 2023) real estate taxes for the Property were \$35,111.30 (P.I.N.s 02-24-351-016, 02-24-351-012, 02-24-351-007, 02-24-351-006), and Seller has not received any notice of any increase in the Property's assessed value. Seller will promptly notify Buyer of any increase in the Property's assessed value occurring between the Effective Date and the Closing Date.

(q) To the best of Seller's knowledge there are no contracts related to or concerning the Property.

(r) Seller is unaware of changes in assessed valuation relating to the Property for the current or subsequent tax year.

(s) Seller is unaware of any violation notices concerning or involving the Property including, without limitation, zoning, environmental, and health code violations.

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

**9. Representations and Warranties of Buyer.** To the best of Buyer's knowledge, Buyer hereby represents to Seller that, as of the Effective Date and deemed to be remade on the Closing Date:

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

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

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



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

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

## 10. Closing Conditions.

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

(i) Each and every representation expressed in this Agreement shall be true, complete and accurate in all respects as of the Closing Date;

(ii) As of the Closing Date, Seller shall have kept, observed, performed, satisfied and complied with all material terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller in all material respects;

(iii) Seller shall not be a party to or the subject of any pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, that would materially and adversely affect Seller's ability to perform its obligations under this Agreement; and

(iv) The issuance by Title Company of a 2006 ALTA owner's title insurance policy, or a "marked up" written commitment unconditionally obligating the Title Company to issue a 2006 ALTA owner's title insurance policy, pursuant to the terms of the Title Commitment, with such changes thereto as were negotiated between Buyer and the Title Company during the Inspection Period, in the amount of the Purchase Price, subject only to the Objections waived by the Buyer (if any), to be dated as of the recording of the Deed, naming Buyer (or its assignee) as the insured ("**Title Policy**").

(b) Failure of the Buyer Closing Conditions. If one or more of the Buyer Closing Conditions has not been satisfied on or before the Closing Date, and the same is not due to a default by Buyer under this Agreement, then Buyer may elect to terminate this Agreement by



written notice to Seller on or after the Closing Date, in which event the Earnest Money shall be promptly returned to the Buyer and the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), provided that Buyer may unilaterally extend the Closing Date allow additional time for the satisfaction of any such unsatisfied conditions. Buyer shall have the right to unilaterally waive the Buyer Closing Conditions by proceeding to and consummating Closing. Nothing in the foregoing shall limit or otherwise affect Buyer's rights or remedies under this Agreement.

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

(i) Each and every representation, warranty, and covenant of Buyer expressed in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date; and

(ii) As of the Closing Date, Buyer shall have kept, observed, performed, satisfied and complied with all material terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Buyer in all material respects.

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

**11. Taxes.** All real estate taxes and any special assessment imposed on the Property ("**Taxes**") for the year in which the Closing occurs shall be prorated and adjusted to the Closing Date. Seller shall pay (or cause to be paid) all Taxes due and payable on or prior to the Closing Date. Buyer shall receive a credit prorated in accordance with this Section for all accrued and unpaid Taxes and the amount of the credit shall be calculated based on one hundred five (105%) percent of the 2022 (payable in 2023) real estate tax bill (first and second installments). All proration will be on the basis of a 366-day year with the Closing Date being charged to the Seller. The proration of Taxes shall be final.

**12. Utilities.** Seller will obtain as close to the Closing Date as practicable final meter readings for utilities serving the Property and will pay final utility invoices, and Buyer will be responsible to open new accounts and pay such charges for the Closing Date and thereafter.

### 13. Closing Deliveries and Costs.

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

(i) A signed duly recordable warranty deed for the Property with all required stamps affixed, at Seller's sole cost and expense, conveying fee simple title to the Property and all of Seller's rights appurtenant thereto, subject only to the waived Objections, if any ("**Deed**").

(ii) A bill of sale for the personal property.

(iii) An affidavit certifying to Buyer that Seller is not a "foreign person" within the meaning of Sections 1445 or 7701 of the Internal Revenue Code.

(iv) An affidavit certifying that there is no property manager at the Property.

(v) An ALTA Statement and gap indemnity sufficient to permit the title insurance company to delete the so called "standard exceptions" to the Title Policy and to date the Title Policy no earlier than the date and time of recordation of the Deed.

(vi) Affidavit of Title executed by Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens, or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.

(vii) The MyDec form and any other transfer tax forms required in connection with the Closing requiring Seller's signature.

(viii) Proof of payment of all outstanding utility fees and charges concerning or related to the Property.

(ix) Satisfactory evidence of the authority of the signers of the conveyance documents to consummate the transactions on behalf of Seller.

(x) A lien waiver executed by Seller's Broker (as defined in Section 17 below).

(xi) A closing statement executed by Seller in a form mutually acceptable to Seller and Buyer.

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

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



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

(i) The Purchase Price less the Earnest Money and any prorations.

(ii) A closing statement executed by Buyer in a form mutually acceptable to Seller and Buyer.

(iii) Any transfer tax forms required in connection with the Closing requiring Buyer's signature.

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

(v) An ALTA Statement and gap indemnity sufficient to permit the title insurance company to delete the so called "standard exceptions" to the Title Policy and to date the Title Policy no earlier than the date and time of recordation of the Deed.

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

(d) Closing Costs.

(i) Seller shall pay Seller's attorneys' fees, the cost of the Survey, the Title Commitment, the premium for the Title Policy (excluding the cost for any endorsements or extended coverage over the so called "standard exceptions" requested by Buyer), and one-half of all escrow fees and closing costs charged by the Title Company. All recording charges for the Deed, if any, shall be paid Buyer. All state, county, and municipal transfer taxes and fees (if any) shall be paid by the party upon whom the statute or ordinance imposes such tax.

(ii) Buyer shall pay Buyer's attorneys' fees, the cost for Buyer's endorsements and extended coverage over the so called "standard exceptions" to the Title Policy, if any, all due diligence costs and expenses, and one-half of all escrow fees and closing costs charged by the Title Company.

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

**14. Delivery of Possession of Property.** The Seller shall deliver possession of the Property to Buyer at the Closing. At Closing, the Seller shall provide the Buyer will all keys, remotes, access codes, and other information necessary to access the Property and all structures and improvements located thereon.

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

(a) Inspections or repairs made by the Buyer or its agents, employees, contractors, successors or assigns; and

(b) The Buyer's use and/or occupancy of the Property before Closing, except to the extent caused by the negligent, willful, or intentional act of the Seller.

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

**17. Brokerage Fees and Commissions.** Seller has not contracted with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property other than Lee & Associates ("Seller's Broker"). Seller shall pay the Seller's Broker at Closing per separate agreement, and Seller shall indemnify, defend, and hold Buyer harmless from and against any commission or other payment due to, or sought by, Seller's Broker in connection with this matter. Buyer has not contracted with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property, other than Daniel Brown of Brown Commercial Group, Inc. ("Buyer's Broker"). It is agreed that if any claim for any brokerage fees other than from the Seller's Broker or Buyer's Broker is ever made against Seller or Buyer in connection with the transactions contemplated by this Agreement, all such claims shall be paid by the party whose commitments form the basis of such claims. Seller and Buyer each agree to indemnify and hold harmless the other from and against any and all liabilities, claims, demands or actions for or with respect to any brokerage fees asserted by any person, firm or corporation in connection with this Agreement or the transactions contemplated hereby, and any court costs, attorneys' fees or other costs and expenses arising therefrom, insofar as any such liabilities, claims, demands or actions are based upon a contract or commitment of the indemnifying party. The provisions set forth in this Section 17 shall survive Closing.

**18. Remedies.** Notwithstanding anything to the contrary set forth in this Agreement or in any document delivered in connection with the transaction contemplated by this Agreement,



the Parties agree that if Seller fails to comply with any of the provisions of this Agreement beyond any applicable cure period, Buyer shall have no adequate remedy at law. Accordingly, if Seller fails to comply with any provisions of this Agreement, Buyer sole and exclusive remedies shall be the right to either: (i) terminate this Agreement and receive an immediate refund of the Earnest Money; or (ii) obtain specific performance of Seller's obligation to convey the Property. If Buyer fails to comply with the terms of this Agreement beyond any applicable cure period, Seller's sole and exclusive remedy shall be the retention of the Earnest Money.

**19. Miscellaneous.**

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

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

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

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

**If to Seller:**

Gilberts Industrial Properties LLC  
Attn: Norton Baum  
Email: NBaum@voyager.net

**With a copy to:**

Deborah M. Lancaster, Ltd.  
Attn: Deborah M. Lancaster  
1699 E. Woodfield Road Suite 400  
Schaumburg, IL 60173  
Email: deb@lancasterlawltd.com

**If to Buyer:**

Village of Gilberts

Attn: Brian Bourdeau, Village Administrator  
87 Galligan Road  
Gilberts, Illinois 60136  
Email: [bbourdeau@villageofgilberts.com](mailto:bbourdeau@villageofgilberts.com)

**With a copy to:**

Ancel Glink, P.C.  
Attn: Gregory W. Jones  
140 S. Dearborn Street, 6th Floor  
Chicago, Illinois 60603  
Email: [gjones@ancelglink.com](mailto:gjones@ancelglink.com)

Any Party, by notice given as aforesaid, may change the email address to which subsequent notices are to be sent to such Party.

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

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

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

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

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

(j) Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller and/or Buyer falls on a Saturday,

Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter.

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

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

[Signature page follows]

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

**VILLAGE OF GILBERTS,**  
an Illinois municipal corporation

**Attest:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**GILBERTS INDUSTRIAL PROPERTIES LLC,**  
an Illinois limited liability company

*Maria del Rosario Ubarri D'Baum*

Name: Maria Del Rosario Ubarri D'Baum, Manager

Title: Manager

Date: 2/1/24



Exhibit A

**Legal Description**

PARCEL 1:

LOT 26 AND LOT 27 IN GILBERTS INDUSTRIAL PARK WEST, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, AND PART OF THE SOUTHWEST QUARTER OF SECTION 24 ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1979 AS DOCUMENT NO. [1504756](#), IN THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH-EAST LINE OF THE ILLINOIS STATE TOLL HIGHWAY, DISTANT 50 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF THE GALENA AND CHICAGO UNION RAIL ROAD COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY), AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED OVER AND ACROSS SAID SECTION 24; THENCE NORTHWESTERLY PARALLEL WITH SAID ORIGINAL MAIN TRACK CENTER LINE A DISTANCE OF 490 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 503.84 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 25 FEET, MORE OR LESS, TO A LINE PARALLEL AND DISTANT 25 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY AS SAID MAIN TRACK IS NOW LOCATED; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 503.84 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL 3:

LOT 29 IN GILBERTS INDUSTRIAL PARK WEST, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, AND PART OF THE SOUTHWEST QUARTER OF SECTION 24 ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1979 AS DOCUMENT NO. [1504756](#), IN THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS.

P.I.Ns.:       02-24-351-006  
                  02-24-351-007  
                  02-24-351-012  
                  02-24-351-016

Address:       185, 199, and 206 Industrial Drive, Gilberts, Illinois