



Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

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

www.villageofgilberts.com

VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING AGENDA

Tuesday, January 15, 2019 - 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*

Intended for public comment on issues not otherwise on this agenda, those comments offered when individual issues are discussed

4. ITEMS FOR DISCUSSION

A. Presentation and Discussion of the Proposed 2019 Community Days Entertainment Contract

B. Presentation and Discussion of Village Code and Unified Development Ordinance (UDO) Codification Proposals

C. Presentation and Discussion of Proposed Village Bank Account Consolidation

5. STAFF REPORTS

6. TRUSTEES' REPORTS

7. PRESIDENT'S REPORT

8. EXECUTIVE SESSION*

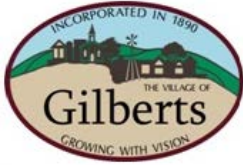
9. ADJOURNMENT

***Executive Session Information**

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

***Public Comment Policy**

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



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To: President Zirk and the Board of Trustees
Brian Bourdeau, Village Administrator

From: Bryan Cory, Event Planner

Date: January 15, 2019 Committee of the Whole Meeting

Re: Item 4.A: Presentation and Discussion of the Proposed 2019 Community Days Entertainment Contract

The Village has explored the option of working with a talent agency to book the bands for Community Days this year. Several benefits of working with an agent are outlined below:

Staff Time

- The Event Planner can communicate and negotiate with one person (agent) instead of multiple bands. In previous years, the Village would have to negotiate 10 – 14 individual contracts.
- The Finance Director will only have one vendor to pay instead of multiple bands. This means less time to process payments.
- The Village will have one contract to review versus multiple band contracts.
- The Entertainment Contract includes the services of a Stage Manager to run all of the stage operations before and during the event. The Stage Manager will advance all of the performers technical requirements and communicate with the sound and lighting vendor. This allows the Event Planner and Committee staff to focus on other areas of the event.

Financial

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

Quality/Quantity

- By using an agent, the Village has better access to quality bands.
- The agent books potential bands 10, 20, sometimes 30 times per year. This allows us to secure a better price for a quality band.

A copy of the proposed contract is attached and Bryan Cory will be available to answer any questions/concerns regarding the proposed entertainment contract.

Village of GILBERTS

CONTRACT FOR

Entertainment Booking and Stage Management Services

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

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

1. SERVICES

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

1. Booking Services. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the booking of musical entertainment ("**Bands**") for the Gilberts Festival, May 31, June 1, June 2, 2019 ("**Event**") ("**Booking Services**") as follows:

- a. Subject to Section 1.B of this Contract, Vendor will contract with three Bands to perform for the duration of 60-90 minutes each starting at five o'clock p.m., six thirty p.m., and eight thirty p.m. on Friday, May 31, 2019. Vendor will contract with four Bands to perform for the duration of 90 minutes each starting at two thirty p.m., four thirty p.m., six thirty p.m., and eight thirty p.m. on Saturday, June 1, 2019. Vendor will contract with three Bands to perform for the duration of 120 minutes each starting at one p.m., three thirty p.m., and six p.m., on Sunday, June 2, 2019. Vendor will secure all ten Bands by December 31, 2018.

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

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

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

B. Approval of Bands. Vendor shall submit for the Village's approval a list of suggested Bands by December 31, 2018. If the Village rejects one or more of the proposed Bands, Vendor will submit alternate Bands for consideration. . It shall be the Village's sole discretion to choose which Bands perform at the Event.

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

2. Contract Price

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

A. Contract Price. For providing, performing, and completing all Services, a total lump sum not to exceed ("**Contract Price**"):

\$18,450.00

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

1. Vendor to Submit Invoices. Vendor will submit two invoices to the Village no later than March 1, 2019. Each date of the Event will have a corresponding invoice itemizing the Stage Management Services and Booking Services provided on that date. The total sum of the combined invoiced amounts must not exceed the Contract Price.

2. Village to Pay Vendor. The Village will make payment of undisputed amounts on each of the two invoices by two separate checks, one tendered to Vendor on April 12, 2019 and the other tendered to Vendor on May 31, 2019.

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

3. Indemnification

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

4. Vendor's Representations and Warranties

Vendor hereby represents and warrants as follows:

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

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

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

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

5. Acknowledgements

Vendor acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2018.

ATTEST:

Village OF GILBERTS

Village Clerk

_____ By:

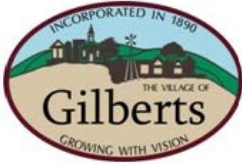
Village Manager

ATTEST:

DOUBLE D BOOKING, INC.

_____ By:

_____ Title:



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To: Village President and Board of Trustees
From: Courtney Nicholas, Village Clerk
Date: January 15, 2019 Committee of the Whole Meeting
Re: Item 4.B: Presentation and Discussion of Village Code and Unified Development Ordinance (UDO) Codification Proposals

Following up on options to make the Village's online code more user-friendly, the Clerk's Office has compiled information on enhanced search features and the possibility of the Village Code and Unified Development Ordinance (UDO) be put into one place so that both documents could be searched simultaneously.

The UDO, adopted by the Board in 2014, was put together through a collaboration of Village Staff, Ancel Glink, and Baxter & Woodman. It was created to incorporate both the zoning and subdivision regulations into one comprehensive land development code. Items that were found in Title 10 of the Village Code, such as sign regulations, were moved into the UDO. Currently, Title 10 of the online Village Code links to a separate page that contains the current UDO as a PDF document.

Village Staff believes that there are two particular items relating to the online code that can be improved to make finding information a better experience for anyone utilizing the code.

1. Enhanced Search Features – The Village's current codification service provider offers very limited ways in which the Village Code and UDO can be searched online.
2. Efficiency of Updates – Currently, when the UDO is amended, it is manually updated by Village Staff. Once an update is made to the UDO, Staff must re-upload the UDO as a PDF document to the Village's website.

In order to address these two items, the Village reached out to several codification companies to find out what solutions they could offer. The three companies were Sterling Codifiers (current provider), American Legal Publishing, and Municode. After gathering proposals from these companies, Staff has come up with two possible options for the Board to consider.

Option 1: Convert and Republish the Village Code -

This option would allow the Village Code to be searched more efficiently with it being hosted by a new codification service provider. With a new codification provider, enhanced features such as synonym, stem, and narrow searching would be available. Option 1 keeps the UDO as a standalone ordinance that is posted on the Village's website and then Staff would manually update it every time it is amended. There are some communities that do this because it is less costly than incorporating it into the Village Code. The Village has only passed seven ordinances to amend the UDO since it was created. These

amendments have been incorporated into the UDO and the most current UDO is on the Village’s website.

Option 2: Codify UDO into the Village Code -

This option includes the conversion and republication of the Village Code and would also require Staff to send the UDO and any subsequent amendments to the codifier to have it incorporated into the Village Code as one document. Option 2 costs more because of the editing that is involved with combining both UDO and Village Code documents. However, it is also the easier option for amendments, because instead of having to internally incorporate changes every time the UDO is amended, we would simply send any ordinance amendment of the UDO to the codifier, and they would update the Code. Having the UDO codified into the Village Code would allow for both documents to be searched simultaneously.

The main costs are outlined below for each provider:

Provider	Per Page	Annual Online Hosting Fee	Codify UDO into Village Code (one-time cost)	Conversion and Republication (one-time cost)
Sterling	\$20.00	\$500.00	\$3,200.00	N/A
American Legal	\$19.00	\$495.00	\$3,500.00 (includes first year of online hosting and 3 new binders)	\$1,270.00 (includes first year of online hosting and 3 new binders)
Municode	\$19.00	\$545.00	\$1,770.00 (includes first year of online hosting and 3 new binders)	\$1,270.00* (includes first year of online hosting and 3 new binders)

*Municode can host the Village Code and UDO online as separate documents but with the ability to search both documents simultaneously for no additional charge. Municipalities such as [Chicago Heights](#) and [Cook County](#) use this option.

All three providers were analyzed to determine how user-friendly their search features are by viewing demonstrations and online codes from other municipalities.

Key Search Feature	Sterling	American Legal	Municode
Synonym Searching: A search of “trash” will also find garbage, waste, litter, refuse.	No	Yes	Yes
Stem Searching: A search of “fence” will also find fences or fencing.	No	Yes	Yes

Narrow Searching: Can search a specific title, chapter, or section of the code.	No	Yes	Yes
Can search Code, ordinances, and any other hosted documents with a single search.	No. Need to search each hosted document separately.	No. Need to search each hosted document separately.	Yes
Can search older versions of the code.	No	Yes. For an additional fee.	Yes. For an additional fee.
Can search code in other languages.	No	Yes. Offers the code in Spanish and over 90 other languages for an additional fee.	Yes. Google Translate is built into the software and is available to all online customers at <u>no additional charge</u> .
Can search meeting minutes.	No	Yes. For an additional fee.	Yes. For an additional fee.

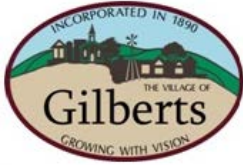
Staff examined what providers other local municipalities use for their codification services.

Sterling	American Legal	Municode
<u>Elgin</u> <u>Hampshire</u> <u>Kane County</u> <u>Maple Park</u> <u>Pingree Grove</u> <u>West Dundee</u>	<u>East Dundee</u> <u>Glencoe</u> <u>Lake County</u> <u>McHenry County</u> <u>South Elgin</u> <u>Will County</u>	<u>Cook County</u> <u>DeKalb County</u> <u>DuPage County</u> <u>Geneva</u> <u>Kingston</u> <u>Schaumburg</u>

Staff is seeking direction from the Board on the following:

- A. Does the Board wish to codify the UDO into the Village Code or leave it as a separate document?
- B. Does the Board feel as though the enhanced search features offered by the alternative codification providers are worth the cost of the conversion and republication of the Village Code?

Upon direction from the Board, Staff will be able to determine the best option for the Village's codification services.



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To: President Zirk and the Board of Trustees
From: Taunya Fischer, Finance Director
Date: January 15, 2019 Committee of the Whole Meeting
Re: Item 4.C: Presentation and Discussion of Proposed Village Bank Account Consolidation

Currently there are ten Village bank accounts with Union National Bank. In an effort to streamline daily processing of deposits and monthly reconciliations we would like to combine six of those accounts into one comingled cash account.

Here is a summary of what we currently have versus the proposed consolidation:

Current Union National Bank Accounts

01-00-1031 General checking
01-00-1051 General money market
01-00-1251 Payroll
20-00-1032 Water / Sewer checking
20-00-1052 Water / Sewer money market
30-00-1053 MFT
31-00-1054 Performance Bonds / Escrow
34-00-1056 TIF #1
35-00-1057 TIF #2
40-00-1045 Drug Forfeiture

Proposed Union National Bank Accounts

01-00-1030 Comingled Account
30-00-1053 MFT
31-00-1054 Performance Bonds / Escrow *
34-00-1056 TIF #1
35-00-1057 TIF #2
40-00-1045 Drug Forfeiture

** Will combine this with the Comingled Account once an internal audit has been completed.*

Benefits of bank account consolidation:

- There would be one daily deposit rather than up to three that are presently done.
- Currently, garbage payments are tracked daily and at month end funds are moved from the water account to the general account. This process would be eliminated.
- Monthly bank reconciliations for Union National Bank would decrease to five accounts whereas there are ten now.
- As the proper allocation of funds is done in BS&A, having separate bank accounts for general, water, payroll and performance bonds is not necessary.
- Funds that should have their own bank accounts will continue to have them (i.e. MFT, TIF 1, TIF 2 and Drug Forfeiture).
- After we execute an internal audit of the Performance Bonds / Escrow account these funds will also be combined into the comingled account.
- Accounts payable can be done with one checking account rather than three; making bills easier to enter and checks easier to print.

- Every payroll funds need to be moved from the general and water accounts to the payroll account. This would no longer be needed.
- Funds are also moved from general money market to general checking and from water money market to water checking for each accounts payable run. Consolidation would eliminate this as well.
- Overall, consolidation will save time for the deposit processor, accounts payable clerk, payroll clerk and finance director.

Finance Director Fischer will be present to provide an overview and answer any questions.