

## 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)

### VILLAGE BOARD MEETING AGENDA

**Tuesday, July 7, 2020 - 7:00 p.m. - Village Hall Board Room**

In accordance with recent amendments to the Open Meetings Act that authorize remote meeting attendance during the COVID-19 pandemic, the Village President has determined that it is not prudent or practical to conduct an in-person meeting for all members of the Board and the public due to the pandemic. Therefore, some of the Village Board members may attend this meeting by electronic means, in compliance with the amended OMA.

In order to comply with the Governor's executive orders regarding limitations on gatherings and to ensure social distancing, members of the public are encouraged to attend the meeting remotely via video or audio as follows:

Zoom (video and/or audio): <https://zoom.us/j/96605865735>

Meeting ID: 966 0586 5735

Dial-In (audio): (312) 626-6799

Members of the public can also submit written comments via email at [info@villageofgilberts.com](mailto:info@villageofgilberts.com). Any comments received by 5 pm on July 7, 2020 will be submitted into the record of the meeting.

#### ORDER OF BUSINESS

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

**2. ROLL CALL / ESTABLISH QUORUM**

**3. PUBLIC COMMENT\***

**4. CONSENT AGENDA**

- A. A Motion to approve Minutes from the June 16, 2020 Village Board Meeting
- B. A Motion to approve Minutes from the June 18, 2020 Special Village Board Meeting
- C. A Motion to approve Bills & Payroll dated July 7, 2020
- D. A Motion to Approve Resolution 18-2020, a Resolution Regarding the Semi-Annual Review of Executive Session Minutes

**5. ITEMS FOR APPROVAL**

- A. A Motion Authorizing the Village Administrator to Execute an Employee Leasing Agreement with GovTempsUSA LLC for Temporary Staffing Assistance Related to the Clerk's Office

**6. ITEMS FOR DISCUSSION**

**7. STAFF REPORTS**

**8. TRUSTEES' REPORTS**

**9. PRESIDENTS' REPORT**

**10. EXECUTIVE SESSION\***

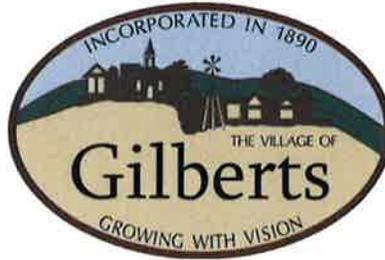
**11. ADJOURNMENT**

\*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.



**MINUTES FOR VILLAGE OF GILBERTS  
BOARD OF TRUSTEES MEETING  
Village Hall: 87 Galligan Road, Gilberts, IL 60136  
Meeting Minutes  
Tuesday, June 16, 2020**

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

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

**2. ROLL CALL / ESTABLISH QUORUM**

Village Clerk Courtney Baker called the roll. Roll call: Members present: Trustees Kojzarek, Corbett, Allen, Zambetti, Farrell, Hacker, and President Zirk. Others present: Village Administrator Brian Bourdeau, Finance Director Taunya Fischer, and Public Works Director Aaron Grosskopf. For members of the audience, please see the attached copy of the sign-in sheet.

**3. PUBLIC COMMENT**

Linda Lange – Ms. Lange addressed the Board and stated that she had called DCEO and was told car shows are not prohibited but it is the Village's decision whether or not to allow them. President Zirk advised Ms. Lange that, when Staff had emailed DCEO asking whether or not car shows would be allowed, DCEO advised Staff that if car shows were to draw a large crowd then they would not be allowed. Ms. Lange also stated that, even though Cruisin was not told to obtain permits for car shows in the past, that she understands that the Village will be requiring these permits going forward and will comply with this request.

**4. CONSENT AGENDA**

- A. A Motion to approve Minutes from the June 2, 2020 Village Board Meeting
- B. A Motion to approve Minutes from the June 9, 2020 Special Village Board Meeting
- C. A Motion to approve Bills & Payroll dated June 16, 2020
- D. A Motion to approve the May 2020 Treasurer's Report

President Zirk asked if any of the board members had any consent agenda items they wished to remove for separate consideration. After hearing none, asked for a motion to approve.

**A Motion was made by Trustee Allen and seconded by Trustee Zambetti to Approve Consent Agenda Items 4A-D as presented.** Roll call vote: Trustees Corbett, Allen, Zambetti, Farrell, Hacker, and Kojzarek voted Aye. 0-nays, 0-abstained. Motion carried.

## 5. ITEMS FOR APPROVAL

- A. Ordinance 07-2020, an Ordinance Amending and Replacing in its Entirety Ordinance 06-2020 Approving a Temporary Policy Authorizing and Regulating Outdoor Dining

**A Motion was made by Trustee Allen and seconded by Trustee Zambetti to Approve Ordinance 07-2020, an Ordinance Amending and Replacing in its Entirety Ordinance 06-2020 Approving a Temporary Policy Authorizing and Regulating Outdoor Dining.** Roll call vote: Trustees Allen, Zambetti, Farrell, Hacker, Kojzarek, and Corbett voted Aye. 0-nay, 0-abstained. Motion carried.

- B. Request by Cruisin to Allow Live Entertainment as part of its Outdoor Dining use at 11 Galligan Road on June 20, 2020 and July 4, 2020

**A Motion was made by Trustee Allen and seconded by Trustee Zambetti to Approve a Request by Cruisin to Allow Live Entertainment as part of its Outdoor Dining use at 11 Galligan Road on June 20, 2020 and July 4, 2020.** Roll call vote: Trustees Zambetti, Farrell, Hacker, Kojzarek, Corbett, and Allen voted Aye. 0-nay, 0-abstained. Motion carried.

- C. Ratify NIMEC Joint Bid Electrical Contracts for Water/Wastewater Facilities and Streetlighting a Previously Authorized by Resolution 06-2020

**A Motion was made by Trustee Kojzarek and seconded by Trustee Zambetti to Ratify NIMEC Joint Bid Electrical Contracts for Water/Wastewater Facilities and Streetlighting a Previously Authorized by Resolution 06-2020.** Roll call vote: Trustees Farrell, Hacker, Kojzarek, Corbett, Allen, and Zambetti voted Aye. 0-nay, 0-abstained. Motion carried.

- D. FY2021 Capital Projects Memo – Administrator Bourdeau stated that this memo is to serve as clarity to the Board to what projects Staff would like to move forward with in the current fiscal year and which projects are recommended to put on hold. Administrator Bourdeau reminded the Board that any project over \$10,000 would have to come back to the Board for approval. President Zirk stated that park impact fees might be better spent in Town Center park or the parks in the Conservancy rather than the Memorial Park improvements.

**A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to Concur with the FY2021 Capital Projects Memo.** Roll call vote: Trustees Hacker, Kojzarek, Corbett, Allen, Zambetti, and Farrell voted Aye. 0-nay, 0-abstained. Motion carried.

## 6. ITEMS FOR DISCUSSION

There were no items for discussion at this time.

## 7. STAFF REPORTS

### Administrator Bourdeau

- Received an 11th disbursement request from Troy today.
- The receipts from June are in that represents the April collections and the revenues are not as low as originally projected. 20% was originally projected but it ended up being 15%.
- The Fast Track Grant application was submitted by Staff. Staff will also be submitting a grant application for another DCEO grant as well as the water tower grant.

- Clarke mosquito did their first spraying last week.

## 8. TRUSTEE REPORTS

There were no trustee reports at this time.

## 9. PRESIDENT'S REPORT

President Zirk stated that Staff received a special event application involving live music on Monday that listed several dates that would occur before the next regularly scheduled Board meeting. Since Tuesday's meeting agenda was already set, the special event application could not be reviewed. The three options that the Board has are to either review this application and hold a special meeting before the weekend, to take a position with the restaurants and bars that if they do not have their application into Staff by Thursdays then a Board meeting cannot happen on the following Tuesday, or not to hold any special meetings and only review applications at regularly scheduled Board meetings. Trustee Corbett stated that he could meet on Thursday. Trustee Allen stated that she is available on Thursday. Trustee Zambetti stated that he would appreciate more notice but will call into the meeting. Trustee Farrell stated that she is not available on Thursday. Trustee Kojzarek stated that she is available Thursday but that restaurants will need to start providing more notice. Trustee Hacker stated that he will be available on Thursday. President Zirk stated that there will be a special meeting held on Thursday and going forward, Staff is to send an email to all bars and restaurants that the applications will need to be received no later than Thursdays in order to be reviewed on that following Tuesday, even if that Tuesday is not a regularly scheduled meeting.

## 10. EXECUTIVE SESSION\*

An executive session did not take place.

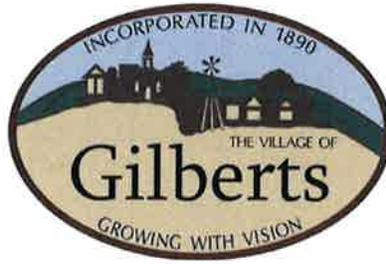
## 11. ADJOURNMENT

There being no further public business to discuss, **a Motion was made by Trustee Allen and seconded by Trustee Kojzarek to adjourn from the public meeting at 7:48 p.m.** Voice vote carried unanimously.

Respectfully submitted,



Courtney Baker  
Village Clerk



**MINUTES FOR VILLAGE OF GILBERTS  
SPECIAL BOARD OF TRUSTEES MEETING  
Village Hall: 87 Galligan Road, Gilberts, IL 60136  
Meeting Minutes  
Tuesday, June 18, 2020**

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

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

**2. ROLL CALL / ESTABLISH QUORUM**

Village Clerk Courtney Baker called the roll. Roll call: Members present: Trustees Kojzarek, Corbett, Allen, Zambetti, Hacker, and President Zirk. Trustee Farrell was absent. Others present: Village Administrator Brian Bourdeau. For members of the audience, please see the attached copy of the sign-in sheet.

President Zirk made the following statement for the record: "In accordance with the new state law that authorizes remote meetings during a declared disaster, I have made a determination that it was not practical or prudent to schedule an in-person Village Board meeting tonight because of the COVID-19 pandemic so tonight's meeting is being held remotely."

**3. PUBLIC COMMENT**

Tom from Pub 72 thanked the Board for holding a special meeting today in order to review his request for live entertainment during a special event.

**4. ITEMS FOR APPROVAL**

- A. Request by Pub 72 to Allow Live Entertainment as part of its Outdoor Dining use at 38 E. Higgins Road on Multiple Dates in June, July and August 2020 – President Zirk advised the Board that Staff did received determination from DCEO today that trivia programs are allowed as long as the restaurant practices the social distancing guidelines by the State.

**A Motion was made by Trustee Allen and seconded by Trustee Kojzarek to Approve a Request by Pub 72 to Allow Live Entertainment as part of its Outdoor Dining use at 38 E. Higgins Road on Multiple Dates in June, July and August 2020. Roll call vote: Trustees Corbett, Allen, Zambetti, Hacker, and Kojzarek voted Aye. 0-nay, 0-abstained. Motion carried.**

**5. ITEMS FOR DISCUSSION**

There were no items for discussion at this time.

## 6. STAFF REPORTS

Administrator Bourdeau

- By today's deadline, no special event live music application has been received by Staff so we will not need to call a special meeting for next week for that purpose.

## 7. TRUSTEE REPORTS

There were no trustee reports at this time.

## 8. PRESIDENT'S REPORT

President Zirk congratulated the Police Department on the job they did catching the individual responsible for stealing mail from mailboxes.

## 9. EXECUTIVE SESSION\*

An executive session did not take place.

## 11. ADJOURNMENT

There being no further public business to discuss, **a Motion was made by Trustee Allen and seconded by Trustee Zambetti to adjourn from the public meeting at 7:05 p.m.** Voice vote carried unanimously.

Respectfully submitted,



Courtney Baker  
Village Clerk

Department: 00 GENERAL FUND

IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE DENTAL CONTRIBUTION	2,033.15	EMPLOYEE DENTAL CONT
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE HEALTH INS. CONTRIBUT	29,195.65	EMPLOYEE HEALTH INS.
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE LIFE INSURANCE	74.75	EMPLOYEE LIFE INSURA
M.A.B. LANDSCAPE GOUP INC.	PERFORMANCE BOND AFTER 5/1/04	58.00	Inspections
M.A.B. LANDSCAPE GOUP INC.	PERFORMANCE BOND AFTER 5/1/04	48.00	Paved Basic Paver or
M.A.B. LANDSCAPE GOUP INC.	PERFORMANCE BOND AFTER 5/1/04	58.00	BMP19-0187 - PB19-19
ROBINSON ENGINEERING, LTD.	ESCROWS PAYABLE	7,550.50	ESCROWS PAYABLE
Total: 00 GENERAL FUND		39,018.05	

Department: 01 ADMINISTRATIVE

AT&T U-VERSE	CONTRACTUAL SERVICES	57.59	CONTRACTUAL SERVICES
BENEFIT PLANNING CONSULTANTS,	CONTRACTUAL SERVICES	100.00	CONTRACTUAL SERVICES
CURRENT TECHNOLOGIES, INC.	OPERATING EXPENSE	432.35	OPERATING EXPENSE
IL DEPT OF EMPLOYMENT SECURITY	STATE UNEMPL TAX - 05-01-2019	819.62	STATE UNEMPL TAX - 0
RICHARD SPINKER	MAINTENANCE BUILDING	175.00	MAINTENANCE BUILDING
ROBINSON ENGINEERING, LTD.	ENGINEERING SERVICES	8,783.50	ENGINEERING SERVICES
THE BUG MAN, INC	CONTRACTUAL SERVICES	45.00	CONTRACTUAL SERVICES
TPI, INC.	PRINTING	659.58	PRINTING
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL PRINCIPAL	2,117.42	73 INDUSTRIAL PRINCI
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL INTEREST	1,393.12	73 INDUSTRIAL INTERE
Total: 01 ADMINISTRATIVE		14,583.18	

Department: 02 POLICE

ACTION AUTO WORKS INC	MAINTENANCE VEHICLES	1,097.16	MAINTENANCE VEHICLES
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	77.50	CONTRACTUAL SERVICES
Currie Motors	CAPITAL EQUIPMENT	33,587.00	CAPITAL EQUIPMENT
DISCOUNT TIRE	MAINTENANCE VEHICLES	1,000.00	MAINTENANCE VEHICLES
ILLINOIS ASSOCIATION OF CHIEFS	TRAINING EXPENSE	525.00	TRAINING EXPENSE
INTOXIMETERS	MAINTENANCE EQUIPMENT	205.25	MAINTENANCE EQUIPMEN
J G UNIFORMS INC	UNIFORMS - 05/01/2019 OR AFTER	192.26	UNIFORMS - 05/01/201
JASON A. HERNANDEZ	UNIFORMS - 05/01/2019 OR AFTER	135.87	UNIFORMS - 05/01/201
KANE COUNTY EMERGENCY	DISPATCHING	80,734.00	DISPATCHING
MENARDS - CARPENTERSVILLE	MAINTENANCE BUILDING	53.12	MAINTENANCE BUILDING
NICHOLAS MODUGNO	UNIFORMS - 05/01/2019 OR AFTER	196.61	UNIFORMS - 05/01/201
NORTH EAST MULTI-REGIONAL	TRAINING EXPENSE	325.00	TRAINING EXPENSE
PACES AUTO SERVICE	MAINTENANCE VEHICLES	700.95	MAINTENANCE VEHICLES
RICHARD SPINKER	MAINTENANCE BUILDING	315.00	MAINTENANCE BUILDING
STEPHEN D. TOUSEY LAW OFFICE	LEGAL EXPENSE	400.00	LEGAL EXPENSE
T. J. CONEVERA'S. INC.	TRAINING EXPENSE	853.00	TRAINING EXPENSE
THE BUG MAN, INC	CONTRACTUAL SERVICES	36.00	CONTRACTUAL SERVICES
TODD J WALLER	TRAINING EXPENSE	55.00	TRAINING EXPENSE
ULTRA STROBE COMMUNICATIONS	MAINTENANCE VEHICLES	80.00	MAINTENANCE VEHICLES
VERIZON WIRELESS	CONTRACTUAL SERVICES	210.06	CONTRACTUAL SERVICES
Total: 02 POLICE		120,778.78	

Department: 03 PUBLIC WORKS

B&K POWER EQUIPMENT INC	MAINTENANCE EQUIPMENT	159.10	MAINTENANCE EQUIPMEN
CLARKE ENVIRONMENTAL MOSQUITO	CONTRACTUAL SERVICES	2,030.00	CONTRACTUAL SERVICES
COMMONWEALTH EDISON	STREETLIGHTING	237.07	STREETLIGHTING
CONSTELLATION NEWENERGY, INC.	STREETLIGHTING	306.04	STREETLIGHTING
HARMONY METAL FABRICATION	MAINTENANCE STREETS	125.00	MAINTENANCE STREETS
HD WHITE CAP CONST SUPPLY	MAINTENANCE STREETS	19.98	MAINTENANCE STREETS
KANE COUNTY DIVISION OF	STREETLIGHTING	1,969.26	STREETLIGHTING
LEROY'S LAWN EQUIPMENT	MAINTENANCE EQUIPMENT	23.84	MAINTENANCE EQUIPMEN
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	27.97	SMALL TOOLS AND EQUI
MENARDS - CARPENTERSVILLE	MAINTENANCE BUILDING	100.15	MAINTENANCE BUILDING
MENARDS - CARPENTERSVILLE	MAINTENANCE STREETS	20.58	MAINTENANCE STREETS
NAPA AUTO PARTS	GASOLINE & OIL	64.17	GASOLINE & OIL

NAPA AUTO PARTS	MAINTENANCE STREETS	467.65	MAINTENANCE STREETS
RICHARD SPINKER	MAINTENANCE BUILDING	175.00	MAINTENANCE BUILDING
SARGENTS EQUIPMENT	MAINTENANCE EQUIPMENT	66.95	MAINTENANCE EQUIPMEN
THE BUG MAN, INC	CONTRACTUAL SERVICES	47.00	CONTRACTUAL SERVICES
Total: 03 PUBLIC WORKS		<u>5,839.76</u>	

Department: 04 BUILDING

ROBINSON ENGINEERING, LTD.	BUILDING PERMIT EXPENSE-PASS T	336.00	BUILDING PERMIT EXPE
Total: 04 BUILDING		<u>336.00</u>	

Department: 06 PARKS

COMMONWEALTH EDISON	UTILITIES	395.78	UTILITIES
MENARDS - CARPENTERSVILLE	MAINTENANCE-SPORTS/PLAYGROUND	29.82	MAINTENANCE-SPORTS/P
Total: 06 PARKS		<u>425.60</u>	

Department: 10 WATER SYSTEMS

COMPASS MINERALS AMERICA	BRINE HAULING EXPENSES	5,810.42	BRINE HAULING EXPENS
CONSTELLATION NEWENERGY, INC.	UTILITIES	7,099.11	UTILITIES
FERGUSON WATERWORKS	SMALL TOOLS AND EQUIPMENT	188.58	SMALL TOOLS AND EQUI
HACH COMPANY	LAB SUPPLIES & EQUIPMENT	69.90	LAB SUPPLIES & EQUIP
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	57.74	MAINTENANCE PARTS &
NICOR	UTILITIES	40.86	UTILITIES
PDC LABORATORIES, INC	LABORATORY TESTING	167.50	LABORATORY TESTING
SMITH ECOLOGICAL SYSTEMS	MAINTENANCE PARTS & MATERIALS	409.23	MAINTENANCE PARTS &
SOLUTION 4 CONSULTING	OUTSIDE SERVICES	552.50	OUTSIDE SERVICES
STAPLES ADVANTAGE	OFFICE SUPPLIES	84.99	OFFICE SUPPLIES
THIRD MILLENNIUM ASSOCIATES	PRINTING	88.48	PRINTING
USA BLUEBOOK	LAB SUPPLIES & EQUIPMENT	1,234.04	LAB SUPPLIES & EQUIP
Total: 10 WATER SYSTEMS		<u>15,803.35</u>	

Department: 20 WASTEWATER SYSTEMS

CONSTELLATION NEWENERGY, INC.	UTILITIES	8,720.07	UTILITIES
HACH COMPANY	LAB SUPPLIES & EQUIPMENT	69.90	LAB SUPPLIES & EQUIP
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	60.66	MAINTENANCE PARTS &
MENARDS - CARPENTERSVILLE	COLLECTION SYS. PUMP MAINT.	256.53	COLLECTION SYS. PUMP
NICOR	UTILITIES	328.28	UTILITIES
ROBINSON ENGINEERING, LTD.	ENGINEERING SERVICES	2,730.00	FINAL CMOM BILL
STAPLES ADVANTAGE	OFFICE SUPPLIES	85.00	OFFICE SUPPLIES
SUBURBAN LABORATORIES	LABORATORY TESTING	1,246.50	LABORATORY TESTING
THIRD MILLENNIUM ASSOCIATES	PRINTING	88.48	PRINTING
USA BLUEBOOK	COLLECTION SYS. PUMP MAINT.	372.56	COLLECTION SYS. PUMP
Total: 20 WASTEWATER SYSTEMS		<u>13,957.98</u>	

Department: 89 GPD DOWN STATE PENSION FUND

GILBERTS POLICE PENSION FUND	GPD DOWNSTATE PENSION FUND	165,368.53	GPD DOWNSTATE PENSI
Total: 89 GPD DOWN STATE PENSION FUND		<u>165,368.53</u>	

Department: 90 GENERAL P/W PROJECTS EXPENSES

ECONO SIGNS LLC	SIGNS EXPENSE	767.85	SIGNS EXPENSE
Total: 90 GENERAL P/W PROJECTS EXPENSES		<u>767.85</u>	

\*\*\* GRAND TOTAL \*\*\*

376,879.08

**VILLAGE OF GILBERTS**

**RESOLUTION 18-2020**

**A RESOLUTION REGARDING THE SEMI-ANNUAL  
REVIEW OF EXECUTIVE SESSION MEETING MINUTES**

**WHEREAS**, the Village Board of the Village of Gilberts, has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

**WHEREAS**, pursuant to 5 ILCS 120/2.06, the Village Board recently conducted its quarterly review of executive session meeting minutes and has determined that certain executive session minutes should be released to the public; and

**WHEREAS**, the Village Board has determined that the executive session minutes not yet released should remain confidential, subject to further review and determination as to their appropriateness for release at a future date.

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

**Section 1:** The Village Board has determined that the following approved executive session meeting minutes should now be released to the public:

<b>RELEASED TO PUBLIC</b>
November 12, 2019

**Section 2:**

The Village Board has determined that the following approved executive session minutes should remain confidential at this time, subject to further review and determination as to their appropriateness for release at a future date:

<b>REMAIN CONFIDENTIAL</b>
December 11, 2001
December 17, 2001
January 22, 2002
February 17, 2004
December 21, 2004
November 14, 2006
December 12, 2006
June 23, 2009 (Part 2)
July 14, 2009 (Part 2)
July 28, 2009
September 1, 2009
May 18, 2010
September 12, 2017
November 21, 2017

December 12, 2017
March 13, 2018
April 10, 2018
April 16, 2019

**Section 3:**

The Village Board hereby initially approves the following executive session minutes, which minutes will be scheduled for future review and determination as to whether to release to the public or keep confidential. Until such review, these meeting minutes shall remain confidential.

<b>INITIAL REVIEW</b>
January 14, 2020
January 21, 2020

This Resolution shall take full force and effect upon its passage and approval as provided by law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2020 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Elissa Kojzarek	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

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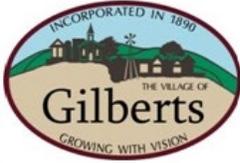
Rick Zirk  
Village President

(SEAL)

ATTEST:

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Courtney Baker  
Village Clerk



## *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 Zirk and the Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** July 7, 2020 Village Board Meeting  
**Re:** Item 5.A: Approval of an Employee Leasing Agreement with GovTemps USA LLC for Temporary Staffing Assistance Related to the Clerk's Office

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As the Board is aware, due to an upcoming FMLA leave, the Clerk's Office is in need of temporary staffing assistance. In coordination with GovTemps USA, staff has secured a qualified individual to provide staffing assistance to fill the temporary vacancy due to leave. The initial term of the agreement is 3 months, which is the length of anticipated need. However, the agreement does contain an extension option in the event it is needed. The agreement has been reviewed and approved by Ancel Glink. Additionally, adequate funds are available in the FY2021 Budget for this temporary contractual staffing service.

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made this 8<sup>th</sup> day of July 2020 ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and the **Village of Gilberts** (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

### RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

#### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Worksite Employee.** The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that GovTemps will provide at least five (5) days advance notice. The Municipality may request, in writing, that GovTemps remove or reassign the Worksite Employee, such request shall not be unreasonably withheld by GovTemps. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemps shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

#### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

**Section 2.01. Payment of Wages.** GovTemps shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemps own account in accordance with federal

and Illinois law and GovTemps standard payroll practices. GovTemps shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

**Section 2.03. Employee Benefits.** GovTemps shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of GovTemps.** GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

**Section 2.06. Direction and Control.** The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

**Section 2.07. Obligations of the Municipality.** As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

- (a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemps internal and external loss control specialists, GovTemps workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps workers' compensation carrier. GovTemps and GovTemps insurance carriers shall have the right

to inspect the Municipality's premises to ensure that the Worksite Employee is not exposed to an unsafe work place. In no way shall GovTemps rights under this paragraph affect the Municipality's obligations to the Worksite Employees under applicable law or to GovTemps under this Agreement;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemps and the Municipality in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality shall immediately make available an appropriate light duty work assignment for such Worksite Employee to the extent required or permitted by any applicable law; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within twenty-four (24) hours following notification of said injury by employee or employee's representative.

**SECTION 3  
FEES PAYABLE TO GOVTEMPS**

**Section 3.01. Fees.** The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

**Section 3.02. Increase in Fees.** GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

**Section 3.03. Payment Method.** Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

**SECTION 4  
INSURANCE**

**Section 4.01. General and Professional Liability Insurance.** The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

**Section 4.02. Certificate of Insurance.** Upon request, the Municipality shall provide GovTemps with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the

Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Effective and Termination Dates.** This Agreement shall become effective on July 8, 2020 and shall continue in effect thereafter for a period of three (3) months (October 9, 2020), or until it is terminated in accordance with the remaining provisions of this Section 5, or it is terminated in writing by the Municipality on at least 14 days' written notice. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date." Agreement may be extended for up to three (3) additional months (January 8, 2021) with written agreement between the parties.

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement

## **SECTION 6 NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Municipality acknowledges GovTemps legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemps, nor shall the Municipality hire Worksite Employee as an employee.

**Section 6.02. Injunctive Relief.** The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemps may be entitled.

**Section 6.03. Survival.** The provision of this Section 6 shall survive any termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

**Section 7.02. Indemnification by the Municipality.** The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemps Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

## **SECTION 8 ADDITIONAL PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

**Section 8.02. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

**Section 8.04. Definitions.** Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

**Section 8.05. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.06. Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

**Section 8.07. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

**Section 8.08. Notices.** Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the



**Section 8.13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**GOVTEMPSUSA, LLC,  
an Illinois limited liability company**

By 

Name: Joellen J. Cademartori

Title: President/Co-owner

**MUNICIPALITY**

By \_\_\_\_\_

Name: Brian Bourdeau

Title: Village Administrator

**EXHIBIT A**

**Worksite Employee and Base Compensation**

**WORKSITE EMPLOYEE:** Phil Versten

**POSITION/ASSIGNMENT:** Interim Village Clerk

Village of Gilberts, IL

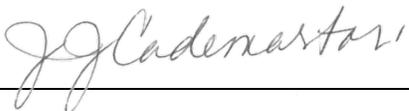
**POSITION TERM:** July 8, 2020 – October 9, 2020

Agreement may be extended for up to three (3) additional months (January 8, 2021) with agreement between the Parties.

**BASE COMPENSATION:** \$35/hour for hours worked only. Hours per week will vary but are expected to average between 25-30/week. Work schedule shall be determined between the Municipality and the Worksite Employee. Hours should be reported via email to [payroll@govtempsusa.com](mailto:payroll@govtempsusa.com) on the Monday after the prior work week. The Municipality will be invoiced every other week for hours worked.

**GOVTEMPSUSA, INC.:**

**MUNICIPALITY:**

By: 

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

Date: July 2, 2020

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

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

**EXHIBIT B**  
**Summary of Benefits**

Not applicable.