



Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

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

www.villageofgilberts.com

VILLAGE BOARD MEETING AGENDA

Tuesday, March 7, 2023 - 7:00 p.m. - Village Hall Board Room

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

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

Zoom (video and/or audio): <https://us06web.zoom.us/j/86140584662>

Meeting ID: 861 4058 4662

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

Members of the public can also submit written comments via email at info@villageofgilberts.com. Any comments received by 5:00 p.m. on March 7, 2023 will be submitted into the record of the meeting.

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT*

4. CONSENT AGENDA

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

5. ITEMS FOR APPROVAL

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

6. ITEMS FOR DISCUSSION

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

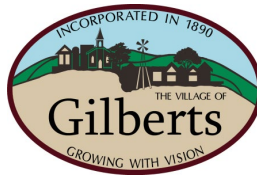
Posted on March 3, 2023 at:

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

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

***Public Comment Policy**

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



**VILLAGE OF GILBERTS
VILLAGE BOARD MEETING MINUTES
TUESDAY, FEBRUARY 21, 2023
Village Hall: 87 Galligan Road, Gilberts, IL 60136**

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

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

2. ROLL CALL / ESTABLISH QUORUM

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

3. PUBLIC COMMENT – None.

4. CONSENT AGENDA

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

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

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

President Zambetti asked if there was anything anyone wanted to remove from the Consent Agenda. No removals were requested.

A Motion to Approve Consent Agenda items 4.A-C as presented was made by Trustee Allen and seconded by Trustee Coats. Roll call vote: Trustees LeClercq, Corbett, Allen, Hacker, Coats and Redfield voted (6) Aye, 0-nays, 0-abstained. Motion carried.

5. ITEMS FOR DISCUSSION –

A. Discussion Regarding Municipal Facility Needs

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

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

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

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

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

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

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

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

6. ITEMS FOR APPROVAL –

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

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

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

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

7. STAFF REPORTS –

Public Works Director Kretsinger

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

Finance Director Fischer – no report

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

Administrator Bourdeau

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

8. TRUSTEES’ REPORTS – None.

9. PRESIDENT’S REPORT – None.

10. EXECUTIVE SESSION - None.

General:

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

11. ADJOURNMENT

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

Respectfully submitted,

Kelly Mastera

Kelly Mastera, Village Clerk

Department: 00 GENERAL FUND

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

Department: 01 ADMINISTRATIVE

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

Department: 02 POLICE

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

Department: 03 PUBLIC WORKS

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

Department: 04 BUILDING

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

Department: 06 PARKS

AEP ENERGY	UTILITIES	71.17
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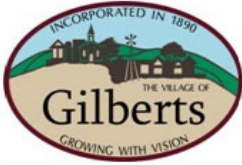
Total: 06 PARKS 71.17

Department: 10 WATER SYSTEMS

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

Department: 20 WASTEWATER SYSTEMS

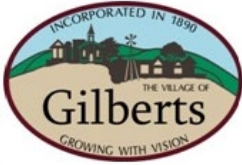
ALEXANDER CHEMICAL CORPORATION	CHEMICALS	8,944.50
CONSTELLATION NEWENERGY, INC	UTILITIES	503.35
FOX VALLEY FIRE AND SAFETY	MAINTENANCE PARTS & MATERIALS	1,984.06
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	85.33
NICOR	UTILITIES	788.33
THIRD MILLENNIUM ASSOCIATES	PRINTING	37.99
Total: 20 WASTEWATER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



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

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



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

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

VILLAGE OF GILBERTS

RESOLUTION 06-2023

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

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

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

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

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

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

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

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

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

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

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

APPROVED THIS 7TH DAY OF MARCH, 2023.

Guy Zambetti, Village President

(SEAL)

ATTEST: _____
Kelly Mastera, Village Clerk

EXHIBIT A
Programming Agreement

**VILLAGE OF GILBERTS
2023 RECREATIONAL PROGRAMMING AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. MISCELLANEOUS.

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

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

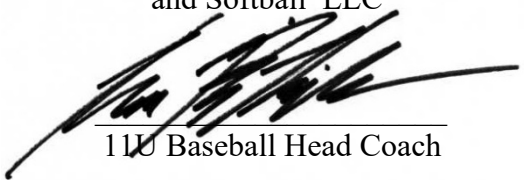
6. This Agreement is not intended, and shall not be construed, to create any partnership or joint venture between the Village and Programmer.
7. In the event that any party must take action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of enforcement,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

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

Village of Gilberts

Tri-Cities Travel Baseball
and Softball LLC

Guy Zambetti, Village President



11U Baseball Head Coach

EXHIBIT A

Schedule of Recreational Activities

Memorial Park

355 Tyrrell Rd, Gilberts, IL 60136

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

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

Town Center Park

301 Columbia Lane, Gilberts, IL 60136

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

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

EXHIBIT B

Programmer Contact Information

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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


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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

However:

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

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

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

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

whichever is less.

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

VILLAGE OF GILBERTS

RESOLUTION 07-2023

A RESOLUTION APPROVING THE 2023 RECREATIONAL PROGRAMMING AGREEMENT WITH BISON BASEBALL

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

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

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

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

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

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

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

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

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

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

APPROVED THIS 7TH DAY OF MARCH, 2023.

Guy Zambetti, Village President

(SEAL)

ATTEST:

Kelly Mastera, Village Clerk

EXHIBIT A
Programming Agreement

**VILLAGE OF GILBERTS
2023 RECREATIONAL PROGRAMMING AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. MISCELLANEOUS.

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

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

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

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

Village of Gilberts

Bison Baseball

Guy Zambetti, Village President

President Greg Schane

EXHIBIT A

Schedule of Recreational Activities

Town Center Park

301 Columbia Lane, Gilberts, IL 60136

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

Mondays 4:00 p.m. – 8:00 p.m.

Wednesdays 4:00 p.m. – 8:00 p.m.

Fridays 4:00 p.m. – 8:00 p.m.

Saturdays 8:00 a.m. – 8:00 p.m.

Sundays 10:00 a.m. – 8:00 p.m.

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

Waitcus Park

Route 72/Railroad Street, Gilberts, IL 60136

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

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

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

Saturdays 11:00 a.m. – 5:00 p.m.

Sundays 11:00 a.m. – 5:00 p.m.

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

Memorial Park

355 Tyrrell Rd, Gilberts, IL 60136

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

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

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

Saturdays 11:00 a.m. – 8:00 p.m.

Sundays 11:00 a.m. – 8:00 p.m.

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

EXHIBIT B

Programmer Contact Information

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

VILLAGE OF GILBERTS

RESOLUTION 08-2023

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

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

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

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

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

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

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

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

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

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

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

APPROVED THIS 7TH DAY OF MARCH, 2023.

Guy Zambetti, Village President

(SEAL)

ATTEST: _____
Kelly Mastera, Village Clerk

EXHIBIT A
Programming Agreement

**VILLAGE OF GILBERTS
2023 RECREATIONAL PROGRAMMING AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. MISCELLANEOUS.

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

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

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

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

Village of Gilberts

Golden Corridor Family YMCA

Guy Zambetti, Village President

(Authorized Signatory)

EXHIBIT A

Schedule of Recreational Activities

Town Center Park

301 Columbia Lane, Gilberts, IL 60136

Soccer Programming (2 Sessions)

May 1, 2023 – August 25, 2023

Mondays 4:00 p.m. – 8:00 p.m.

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

Wednesdays 4:00 p.m. – 8:00 p.m.

Fridays 4:00 p.m. – 8:00 p.m.

Saturdays 8:00 a.m. – 2:00 p.m.

Flag Football (1 Session)

September 1, 2023 – November 4, 2023

Mondays 4:00 p.m. – 8:00 p.m.

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

Wednesdays 4:00 p.m. – 8:00 p.m.

Fridays 4:00 p.m. – 8:00 p.m.

Saturdays 8:00 a.m. – 2:00 p.m.

EXHIBIT B

Programmer Contact Information

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