## VILLAGE BOARD MEETING AGENDA

Tuesday, April 16, 2024-7:00 p.m. - Village Hall Board Room
ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE
2. ROLL CALL / ESTABLISH QUORUM
3. PUBLIC COMMENT*
4. CONSENT AGENDA
A. A Motion to approve Minutes from the April 2, 2024 Village Board Meeting
B. A Motion to approve Bills \& Payroll dated April 16, 2024
C. A Motion to approve the February 2024 Treasurer's Report
D. A Motion to approve Ordinance 09-2024, an Ordinance Approving an Intergovernmental Agreement between the Village of Gilberts and the City of Elgin Regarding Jurisdictional Boundaries and Facility Planning Areas
E. A Motion to approve Resolution 17-2024, a Resolution Approving the Purchase of Four Axon Taser 10 Tasers, Related Accessories and Training from Axon Enterprise, Inc. in an Aggregate Amount Not-to-Exceed \$26,745
5. ITEMS FOR APPROVAL
6. ITEM FOR DISCUSSION
A. Presentation and Review of the Proposed Village of Gilberts Comprehensive Parks Policy

## 7. STAFF REPORTS

## 8. TRUSTEES' REPORTS

9. PRESIDENT'S REPORT

## 10. EXECUTIVE SESSION

## 11. ADJOURNMENT


#### Abstract

*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 847-4282861". Assistive services will be provided upon request.


## Posted on April 12, 2024 at:

## VILLAGE OF GILBERTS

## VILLAGE BOARD MEETING MINUTES

Tuesday April 2, 2024
Village Hall: 87 Galligan Road, Gilberts, IL 60136

## 1. CALL TO ORDER / PLEDGE OF ALLEGIANCE:

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

## 2. ROLL CALL / ESTABLISH QUORUM:

Village Clerk Lynda Lange called roll. Roll call of Board members present: Trustees, Chapman, Vanni, Allen, Coats, Redfield and Marino were present, as was President Zambetti. Also present was Administrator Brian Bourdeau, and Management Analyst Riley Lynch.

## 3. PUBLIC COMMENT:

None

## 4. CONSENT AGENDA:

A. A Motion to approve the Minutes from the March 5, 2024 Village Board Meeting.
B. A Motion to ratify Bills \& Payroll dated March 19, 2024.
C. A Motion to approve Bills \& Payroll dated April 2, 2024.
D. A Motion to approve the January 2024 Treasurer's Report.
E. A Motion to approve (Ordinance 08-2024), an Ordinance Amending the FYE 12/31/23 Budget.

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

A Motion to Approve Consent Agenda items 4. (A-E), as presented was made by Trustee Redfield, seconded by Trustee Chapman. Roll call votes - Aye: (6) Trustees Chapman, Vanni, Allen, Coats, Redfield and Marino. Nay: (0) / Absent: (0) Abstain: (0).

## 5. ITEMS FOR APPROVAL:

None

## 6. ITEMS FOR DISCUSSION:

A. Presentation and Review of the Village's MS-4 Permit (Village Engineer)

A presentation was provided by Susan Qeasney from Robinson Engineering in compliance with the NPDS MS-4 General Permit requirements. An overview was provided. Anything that is not pure storm water is considered pollutant. NPDS - (National Pollutant Discharge System) is governed by the EPA. The purpose of this talk is to discuss anything that is not pure storm water. Minimize the amount of pollutant that passes through the municipal storm sewer system. For Gilberts, this includes the storm
basins, ponds, Tyler Creek and parts of the Kishwaukee River. Control measures are taken by the Village in compliance with the requirements. The six areas of focus are:

- Public Outreach \& Education: Communication/notifications to the community are handled through several sources, i.e. Village Calendar, web page, \& social media.
- Public Participation: is encouraged through yard waste and recycling centers and conducting an annual information meeting.
- Illicit Discharge Detection \& Elimination: Village dry weather inspections to detect issues.
- Construction Site Run Off Control: Erosion control measures with inspections to keep debris and other construction to stay contained.
- Post Construction Runoff: Inspections to ensure water is contained i.e. retention ponds.
- Good Housekeeping: Village public works. Clean up after a spill, street sweeping to ensure debris does not get into grates.


## 7. STAFF REPORTS:

- Village Clerk Lynda Lange: provided information on the required Economic Interest Statement completion which is due by May $1,2024$.
- Management Analyst Riley Lynch: Provided an update on Community Days and noted that $\$ 24,000$ dollars has been reached for donations.
- Village Administrator Brian Bourdeau:
a. Provided information on the recent Easter Egg Hunt.
b. Confirmed that the Boundary Agreement with Elgin will be presented at the next meeting. Also discussed were the recent meetings with the upcoming boundary agreements for several surrounding towns that will be included in upcoming meetings as they come in.
c. Brian Bourdeau provided information on the quiet crossings. One of the consulting groups working with the state has contacted Brian trying to coordinate respective jurisdictions to perform in field diagnostics. Brian will be meeting with them and the Village Engineer.


## 8. TRUSTEE REPORTS:

- Trustee Vanni: provided updates on the previously discussed bike path. There was discussion with an Illinois State Lobbyist in order to connect with Union Pacific. There would need to be special consideration and would attempt to get state money to help fund a portion of this project. There was discussion on potential costs to the Village. Additional details will be forthcoming.
- President Zambetti: Contact has been made with Senator Seversen regarding the bike path and/or development of a bridge to provide the ability to cross North/South Gilberts.


## 9. PRESIDENT'S REPORT:

- President Zambetti provided information on a discussion with the Huntley Mayor regarding a board handbook which they utilize in Huntley. The handbook would lay out expectations, guidelines, job responsibilities etc. of the Village Board Members. President Zambetti would like to see this implemented in the Village of Gilberts.


## 10. EXECUTIVE SESSION

(None)

## 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 Chapman at 7:42pm. Voice vote carried unanimously, - Aye: (6) Trustees Chapman, Vanni, Allen, Coats, Redfield \& Marino / Nay: 0 / Absent: (0) / Abstained: 0

The meeting ended at $8: 19 \mathrm{pm}$.

Respectfully submitted,
Synda Lange
Lynda Lange
Village Clerk

| ANCEL GLINK, P.C. | ESCROWS PAYABLE | $2,025.00$ |
| :--- | :--- | ---: |
| JEANNE ALLEN | BEVERAGE OPERATIONS | 19.75 |
| ROBINSON ENGINEERING, LTD. | ENGINEERING SERVICES | $9,000.00$ |
| ROBINSON ENGINEERING, LTD. | ESCROWS PAYABLE | $5,030.75$ |
| Total: 00 GENERAL FUND |  | $16,075.50$ |

Department: 01 ADMINISTRATIVE

| ANCEL GLINK, P.C. | LEGAL LITIGATION | 900.00 |
| :--- | :--- | ---: |
| ANCEL GLINK, P.C. | LEGAL EXPENSE | $10,364.72$ |
| B\&B NETWORKS, INC. | COMMUNICATIONS | 83.35 |
| IL DEPT OF EMPLOYMENT SECURITY | STATE UNEMPL TAX | $3,480.69$ |
| ILLINOIS TAX INCREMENT ASSOC. | REIMBURSED EXPENSES | 550.00 |
| KANE COUNTY TRUSTEE PAYMENT ACCT | OPERATING EXPENSE | 827.00 |
| MARCO TECHNOLOGIES LLC | RENTAL-EQUIPMENT | 372.22 |
| MARCO TECHNOLOGIES LLC | CONTRACTUAL SERVICES | 130.16 |
| MENARDS - CARPENTERSVILLE | MAINTENANCE BUILDING | 29.99 |
| ROBINSON ENGINEERING, LTD. | ENGINEERING SERVICES | $2,395.75$ |
| SIKICH LLP | ACCOUNTING SERVICESS | $11,537.00$ |
| THE BUG MAN, INC | CONTRACTUAL SERVICES | 46.00 |
| UNION NATIONAL BANK OF ELGIN | 73 INDUSTRIAL PRINCIPAL | $2,414.09$ |
| UNION NATIONAL BANK OF ELGIN | 73 INDUSTRIAL INTEREST | $1,096.45$ |
| VERIZON WIRELESS | COMMUNICATIONS | 84.62 |
| WAREHOUSE DIRECT, INC | OFFICE SUPPLIES | 250.90 |
| WEX BANK | GASOLINE | 37.85 |
| Total: O1 ADMINISTRATIVE |  | $34,600.79$ |

Department: 02 POLICE

| B\&B NETWORKS, INC. | COMMUNICATIONS | 83.35 |
| :--- | :--- | ---: |
| BRANIFF COMMUNICATIONS, INC. | CONTRACTUAL SERVICES | $1,155.00$ |
| CASH | OPERATING EXPENSE | 17.17 |
| CASH | OFFICE SUPPLIES | 55.33 |
| CASH | MAINTENANCE VEHICLES | 22.65 |
| CASH | MAINTENANCE BUILDING | 8.55 |
| CASH | COMMUNITY RELATIONS | 185.70 |
| CASH | TRAINING EXPENSE | 99.60 |
| MARCO TECHNOLOGIES LLC | RENTAL-EQUIPMENT | 186.11 |
| MARCO TECHNOLOGIES LLC | CONTRACTUAL SERVICES | 27.89 |
| NORTH EAST MULTI-REGIONAL | DUES | $1,900.00$ |
| NORTH EAST MULTI-REGIONAL | TRAINING EXPENSE | 380.00 |
| STEPHEN D. TOUSEY LAW OFFICE | LEGAL EXPENSE | 400.00 |
| SWIFT WASH, LLC | MAINTENANCE VEHICLES | 50.00 |
| THE BUG MAN, INC | CONTRACTUAL SERVICES | 38.00 |
| VERIZON WIRELESS | COMMUNICATIONS | 444.72 |
| WEX BANK | GASOLINE | $2,481.34$ |
| Total: O2 POLICE |  | $7,535.41$ |

Department: 03 PUBLIC WORKS

| AEP ENERGY | STREETLIGHTING | $2,220.92$ |
| :--- | :--- | ---: |
| B\&B NETWORKS, INC. | COMMUNICATIONS | 83.35 |
| COMMONWEALTH EDISON | STREETLIGHTING | 84.57 |
| CONSERV FS, INC. | MAINTENANCE STREETS | $5,031.75$ |
| HIGH STAR TRAFFIC | SIGNS EXPENSE | $2,162.60$ |
| HINCKLEY SPRINGS | CONTRACTUAL SERVICES | 64.93 |
| KNAPHEIDE TRUCK EQUIPMENT CTR | CAPITAL EQUIPMENT | $3,560.04$ |
| MENARDS - CARPENTERSVILLE | OPERATING EXPENSE | 306.76 |
| MENARDS - CARPENTERSVILLE | SMALL TOOLS AND EQUIPMENT | 111.21 |
| MENARDS - CARPENTERSVILLE | MAINTENANCE STREETS | 398.74 |
| SARGENTS EQUIPMENT | MAINTENANCE EQUIPMENT | 574.24 |


| SECRETARY OF STATE | MAINTENANCE VEHICLES | 519.00 |
| :--- | :--- | ---: |
| THE BUG MAN, INC | CONTRACTUAL SERVICES | 49.00 |
| VERIZON WIRELESS | COMMUNICATIONS | 220.55 |
| VULCAN MATERIALS COMPANY | MAINTENANCE STREETS | 162.36 |
| WASTE MANAGEMENT | MAINTENANCE GROUNDS | $3,489.97$ |
| WEX BANK | GASOLINE | $1,742.96$ |
| Total: 03 PUBLIC WORKS |  | $20,782.95$ |

Department: 04 BUILDING
SAFEBUILT, LLC LOCKBOX \# 88135 BUILDING PERMIT EXPENSE
Total: 04 BUILDING

Department: 06 PARKS

| AEP ENERGY | UTILITIES | 79.25 |
| :--- | :--- | ---: |
| ELGIN KEY \& LOCK CO., INC. | MAINTENANCE GROUNDS | 189.90 |
| Total: 06 PARKS |  | 269.15 |

Department: 08 GARBAGE HAULING

| MDC ENVIRONMENTAL SVCS. | GARBAGE HAULING EXPENSE |
| :--- | :--- |
| Total: 08 GARBAGE HAULING |  |
| $58,987.09$ |  |

Department: 10 WATER SYSTEMS

| AEP ENERGY | UTILITIES | 37.47 |
| :---: | :---: | :---: |
| ALAR WATER TREATMENT | CHEMICALS | 534.40 |
| ALAR WATER TREATMENT | MAINTENANCE PARTS \& MATERIALS | 1,339.85 |
| AQUA BACKFLOW, INC. | CONTRACTUAL SERVICES | 10.00 |
| B\&B NETWORKS, INC. | COMMUNICATIONS | 41.68 |
| COMMONWEALTH EDISON | UTILITIES | 4,511.12 |
| CORRPRO COMPANIES, INC. | OUTSIDE SERVICES | 1,710.00 |
| DYNEGY ENERGY SERVICES | UTILITIES | 23,570.31 |
| INGERSOLL RAND | CAPITAL EQUIPMENT | 6,459.67 |
| MARCO TECHNOLOGIES LLC | RENTAL-EQUIPMENT | 93.06 |
| MARCO TECHNOLOGIES LLC | CONTRACTUAL SERVICES | 13.95 |
| MENARDS - CARPENTERSVILLE | SMALL TOOLS AND EQUIPMENT | 11.22 |
| MENARDS - CARPENTERSVILLE | CHEMICALS | 29.99 |
| MENARDS - CARPENTERSVILLE | MAINTENANCE PARTS \& MATERIALS | 149.06 |
| MIDWEST SALT | BRINE HAULING EXPENSES | 3,292.30 |
| NICOR | UTILITIES | 714.23 |
| O"CARROLL ELECTRIC, INC. | MAINTENANCE BUILDING | 600.00 |
| PACE ANALYTICAL SERVICES | LABORATORY TESTING | 3,460.70 |
| POLLARD WATER | SMALL TOOLS AND EQUIPMENT | 835.74 |
| PUMP SUPPLY INC | REPAIRS-WATER DISTRIBUTION SYS | 709.81 |
| ROBINSON ENGINEERING, LTD. | ENGINEERING SERVICES | 969.50 |
| USA BLUEBOOK | LAB SUPPLIES \& EQUIPMENT | 358.79 |
| VERIZON WIRELESS | COMMUNICATIONS | 282.19 |
| VIKING CHEMICAL COMPANY | CHEMICALS | 2,123.05 |
| WAREHOUSE DIRECT, INC | OFFICE SUPPLIES | 68.23 |
| WEX BANK | GASOLINE | 274.23 |
| Total: 10 WATER SYSTEMS |  | 52,200.55 |

Department: 20 WASTEWATER SYSTEMS

| AEP ENERGY | UTILITIES | 87.70 |
| :--- | :--- | ---: |
| B\&B NETWORKS, INC. | COMMUNICATIONS | 41.68 |
| DYNEGY ENERGY SERVICES | UTILITIES | $39,870.72$ |
| HARDY PRO-AIR SYSTEMS \& SERVICE | REPAIRS-W/WATER COLLECTION SYS | $6,518.40$ |
| MARCO TECHNOLOGIES LLC | RENTAL-EQUIPMENT | 93.06 |
| MARCO TECHNOLOGIES LLC | CONTRACTUAL SERVICES | 13.95 |



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

## Memorandum

| TO: | Village President Zambetti and Village Board of Trustees |
| :--- | :--- |
| CC: | Brian Bourdeau, Village Administrator |
| FROM: | Taunya Fischer, Finance Director |
| DATE: | April 16, 2024 Board Meeting |
| SUBJECT: | February 29, 2024 Treasurer's Report |

Here is a brief snapshot of the Village's Budget vs. Actual as of February 29, 2024 for the General and Water Funds.

|  |  |  | \% BDGT |
| :---: | :---: | :---: | :---: |
| General Fund | Budget | Actual | Used |
| Revenues | 5,161,522.00 | 832,373.71 | 16\% |
| Expenditures | 4,910,887.00 | 725,842.81 | 15\% |
| Net of Rev \& Exp | 250,635.00 | 106,530.90 |  |
|  |  |  | \% BDGT |
| Water Fund | Budget | Actual | Used |
| Revenues | 1,814,605.00 | 274,829.68 | 15\% |
| Expenditures | 2,002,690.00 | 247,410.91 | 12\% |
| Net of Rev \& Exp | $(188,085.00)$ | 27,418.77 |  |

The percent of the Village's 2024 fiscal year completed is $16 \%$. General Fund revenues are at $16 \%$ and expenditures are at $15 \%$; Water Fund revenues are at $15 \%$ and expenditures are at $12 \%$. Looking at all funds, village-wide revenues and expenditures are both at $12 \%$ as shown on the included Summary page.

Looking ahead, the recent purchase of 185 Industrial will be reflected in the March Treasurer's Report. Additionally, the first installment of property taxes will be received in May.

Also included in this report for February 29, 2024 are:
Revenue and Expense Budget vs. 02/29/24 YTD chart
Summary - All Funds report
Detail - All Funds report
Respectfully submitted, Taunya Fischer, Finance Director

Village of Gilberts Revenues vs. Expenditures 2024 Budget vs. YTD as of $2 / 29 / 2024$
$\square$ YTD AS OF 2/29/2024 ■ 2024 BUDGET


# REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE <br> PERIOD ENDING 02/29/2024 - SUMMARY 

\% Fiscal Year Completed: 16.39


## REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE <br> PERIOD ENDING 02/29/2024 - DETAIL <br> \% Fiscal Year Completed: 16.39

|  |  | ACTIVITY FOR |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| GL NUMBER | DESCRIPTION | $2024$ <br> BUDGET | YTD BALANCE 02/29/2024 | MONTH 02/29/2024 | AVAILABLE BALANCE | \% BDGT <br> USED |
| Fund 01-GENERAL FUND |  |  |  |  |  |  |
| Revenues |  |  |  |  |  |  |
| Dept 00 - GENERAL FUND |  |  |  |  |  |  |
| 01-00-3010 | PROPERTY TAX | 1,431,438.00 | - | - | 1,431,438.00 | 0 |
| 01-00-3020 | PERSONAL PROPERTY REPL TAX | 500.00 | 100.13 | - | 399.87 | 20 |
| 01-00-3030 | TAX-SALES | 504,000.00 | 100,596.45 | 49,465.70 | 403,403.55 | 20 |
| 01-00-3040 | TAX-STATE INCOME | 1,112,678.00 | 259,690.36 | 126,257.08 | 852,987.64 | 23 |
| 01-00-3041 | STATE LOCAL USE TAX | 317,908.00 | 58,490.59 | 29,885.28 | 259,417.41 | 18 |
| 01-00-3043 | CANNABIS USE TAX | 11,922.00 | 2,229.01 | 1,173.40 | 9,692.99 | 19 |
| 01-00-3060 | LICENSE-LIQUOR | 13,900.00 | 10,200.00 | - | 3,700.00 | 73 |
| 01-00-3090 | PULLTABS \& JAR GAMES TAX | 900.00 | - | - | 900.00 | 0 |
| 01-00-3100 | FEE-BUSINESS REGISTRATION | 3,800.00 | 50.00 | 25.00 | 3,750.00 | 1 |
| 01-00-3110 | FEE-CABLE FRANCHISE | 50,000.00 | 10,124.49 | 3,118.55 | 39,875.51 | 20 |
| 01-00-3140 | UTIL TAX-ELECTRIC | 190,000.00 | 31,836.24 | 17,128.83 | 158,163.76 | 17 |
| 01-00-3150 | ULT TAX-GAS | 180,000.00 | 37,795.46 | 21,120.12 | 142,204.54 | 21 |
| 01-00-3160 | CONTRACTOR REGISTRATION | 9,000.00 | 1,680.00 | 670.00 | 7,320.00 | 19 |
| 01-00-3180 | ULIT TAX-COMMUNICATIONS | 60,000.00 | 12,893.84 | 7,103.17 | 47,106.16 | 21 |
| 01-00-3210 | MISCELLANEOUS INCOME | 5,000.00 | 11,429.49 | 11,416.89 | $(6,429.49)$ | 229 |
| 01-00-3220 | FINES-COURT | 19,000.00 | 2,734.33 | 828.88 | 16,265.67 | 14 |
| 01-00-3230 | FINES-OTHER | 2,200.00 | 1,925.00 | 350.00 | 275.00 | 88 |
| 01-00-3250 | FEES-BUILDING PERMITS | 110,000.00 | 7,918.36 | 5,654.00 | 102,081.64 | 7 |
| 01-00-3260 | OVERWT/SIZE PERMIT FEE | 1,500.00 | 280.00 | 230.00 | 1,220.00 | 19 |
| 01-00-3280 | BUILDING ENGINEERING FEES | 7,500.00 | - | - | 7,500.00 | 0 |
| 01-00-3290 | RECYCLING LICENSE | 2,500.00 | - | - | 2,500.00 | 0 |
| 01-00-3330 | PARK PAVILION RENTAL | 700.00 | 75.00 | 60.00 | 625.00 | 11 |
| 01-00-3410 | INTEREST EARNED | 50,000.00 | 113,712.97 | 54,765.50 | $(63,712.97)$ | 227 |
| 01-00-3440 | PARK IMPACT FEES | 26,480.00 | - | - | 26,480.00 | 0 |
| 01-00-3451 | GILBERTS POLICE REPORT REQUEST | 150.00 | 65.00 | 40.00 | 85.00 | 43 |
| 01-00-3460 | MUNICIPAL UTILITY IMPACT FEE | 10,000.00 | - | - | 10,000.00 | 0 |
| 01-00-3480 | ANTENNA RENTAL | 66,935.00 | 8,434.22 | 5,577.91 | 58,500.78 | 13 |
| 01-00-3500 | GRANT REVENUE | 6,711.00 | - | - | 6,711.00 | 0 |




|  | DESCRIPTION | ACTIVITY FOR |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | $2024$ <br> BUDGET | YTD BALANCE 02/29/2024 | MONTH 02/29/2024 | AVAILABLE BALANCE | $\begin{gathered} \text { \% BDGT } \\ \text { USED } \end{gathered}$ |
| 01-02-5070 | DUES | 4,760.00 | 300.00 | 300.00 | 4,460.00 | 6 |
| 01-02-5090 | COMMUNICATIONS | 9,300.00 | 1,742.58 | 1,470.30 | 7,557.42 | 19 |
| 01-02-5110 | PRINTING | 1,000.00 | 1,080.15 | 1,080.15 | (80.15) | 108 |
| 01-02-5170 | PUBLICATIONS/BROCHURES | 150.00 | - | - | 150.00 | 0 |
| 01-02-5180 | SMALL TOOLS AND EQUIPMENT | 1,000.00 | 6,991.16 | 39.26 | $(5,991.16)$ | 699 |
| 01-02-5190 | RENTAL-EQUIPMENT | 2,235.00 | 372.22 | 186.11 | 1,862.78 | 17 |
| 01-02-5200 | OFFICE SUPPLIES | 3,000.00 | 109.98 | 109.98 | 2,890.02 | 4 |
| 01-02-5230 | LEGAL EXPENSE | 5,600.00 | 1,500.00 | 1,100.00 | 4,100.00 | 27 |
| 01-02-5300 | DISPATCHING | 100,425.00 | - | - | 100,425.00 | 0 |
| 01-02-5370 | GASOLINE | 30,000.00 | 4,256.30 | 2,382.90 | 25,743.70 | 14 |
| 01-02-5390 | MAINTENANCE VEHICLES | 31,200.00 | 4,176.30 | 4,176.30 | 27,023.70 | 13 |
| 01-02-5400 | MAINTENANCE EQUIPMENT | 3,000.00 | - | - | 3,000.00 | 0 |
| 01-02-5410 | MAINTENANCE BUILDING | 19,100.00 | 680.22 | 680.22 | 18,419.78 | 4 |
| 01-02-5450 | CONTRACTUAL SERVICES | 14,035.00 | 133.28 | 105.39 | 13,901.72 | 1 |
| 01-02-5480 | CAPITAL EQUIPMENT | 5,200.00 | - | - | 5,200.00 | 0 |
| 01-02-5570 | COMMUNITY RELATIONS | 2,000.00 | - | - | 2,000.00 | 0 |
| 01-02-5580 | TRAINING EXPENSE | 9,550.00 | 300.00 | 300.00 | 9,250.00 | 3 |
| 01-02-8500 | TRANSFERS OUT-POLICE | 45,300.00 | - | - | 45,300.00 | 0 |
| Total Dept 02 - POLICE |  | 1,574,701.00 | 271,989.67 | 151,968.86 | 1,302,711.33 | 17 |
| Dept 03 - PUBLIC WORKS |  |  |  |  |  |  |
| 01-03-5030 | WAGES-PPW | 294,693.00 | 56,390.10 | 35,084.62 | 238,302.90 | 19 |
| 01-03-5032 | WAGES - OVERTIME | 11,140.00 | 9,084.45 | 1,314.02 | 2,055.55 | 82 |
| 01-03-5040 | FICA | 18,962.00 | 4,020.32 | 2,237.85 | 14,941.68 | 21 |
| 01-03-5050 | MEDICARE | 4,435.00 | 940.24 | 523.37 | 3,494.76 | 21 |
| 01-03-5052 | IMRF | 32,510.00 | 7,221.85 | 4,014.77 | 25,288.15 | 22 |
| 01-03-5054 | GROUP HEALTH INS | 13,472.00 | 2,060.99 | 1,185.26 | 11,411.01 | 15 |
| 01-03-5058 | UNIFORMS | 3,200.00 | - | - | 3,200.00 | 0 |
| 01-03-5060 | OPERATING EXPENSE | 8,100.00 | 373.42 | 365.74 | 7,726.58 | 5 |
| 01-03-5070 | DUES | 400.00 | - | - | 400.00 | 0 |
| 01-03-5090 | COMMUNICATIONS | 5,140.00 | 1,073.92 | 853.42 | 4,066.08 | 21 |
| 01-03-5180 | SMALL TOOLS AND EQUIPMENT | 31,500.00 | 2,619.95 | 2,619.95 | 28,880.05 | 8 |
| 01-03-5190 | RENTAL-EQUIPMENT | 2,000.00 | - | - | 2,000.00 | 0 |
| 01-03-5251 | NPDES PERMITS | 1,000.00 | - | - | 1,000.00 | 0 |
| 01-03-5260 | STREETLIGHTING | 38,100.00 | 3,744.48 | 2,675.25 | 34,355.52 | 10 |

Page 4 of 18

|  |  |  |  | ACTIVITY FOR |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| GL NUMBER | DESCRIPTION | $2024$ <br> BUDGET | YTD BALANCE 02/29/2024 | MONTH 02/29/2024 | AVAILABLE BALANCE | $\begin{gathered} \text { \% BDGT } \\ \text { USED } \end{gathered}$ |
| 01-03-5370 | GASOLINE | 20,000.00 | 5,022.67 | 3,953.61 | 14,977.33 | 25 |
| 01-03-5380 | SIGNS EXPENSE | 4,000.00 | - | - | 4,000.00 | 0 |
| 01-03-5390 | MAINTENANCE VEHICLES | 24,000.00 | 4,360.25 | 3,908.30 | 19,639.75 | 18 |
| 01-03-5400 | MAINTENANCE EQUIPMENT | 12,000.00 | 3,651.81 | 3,204.38 | 8,348.19 | 30 |
| 01-03-5410 | MAINTENANCE BUILDING | 16,000.00 | 670.00 | 670.00 | 15,330.00 | 4 |
| 01-03-5420 | MAINTENANCE STREETS | 52,000.00 | 826.13 | 826.13 | 51,173.87 | 2 |
| 01-03-5440 | MAINTENANCE GROUNDS | 11,000.00 | 1,996.65 | 1,996.65 | 9,003.35 | 18 |
| 01-03-5441 | TREE/SIDEWALK REPLACEMENT | 8,400.00 | - | - | 8,400.00 | 0 |
| 01-03-5450 | CONTRACTUAL SERVICES | 41,900.00 | 1,089.34 | 876.43 | 40,810.66 | 3 |
| 01-03-5480 | CAPITAL EQUIPMENT | 12,000.00 | 101,850.00 | 101,850.00 | $(89,850.00)$ | 849 |
| 01-03-5580 | TRAINING EXPENSE | 4,000.00 | 145.78 | 145.78 | 3,854.22 | 4 |
| 01-03-8500 | TRANSFERS OUT | 284,000.00 | - | - | 284,000.00 | 0 |
| Total Dept 03 | RKS | 953,952.00 | 207,142.35 | 168,305.53 | 746,809.65 | 22 |
| Dept 04 - BU |  |  |  |  |  |  |
| 01-04-5030 | WAGES-BUILDING | 51,170.00 | 9,553.60 | 5,732.16 | 41,616.40 | 19 |
| 01-04-5040 | FICA | 3,173.00 | 592.32 | 355.39 | 2,580.68 | 19 |
| 01-04-5050 | MEDICARE | 742.00 | 138.53 | 83.12 | 603.47 | 19 |
| 01-04-5052 | IMRF | 5,440.00 | 1,053.75 | 632.25 | 4,386.25 | 19 |
| 01-04-5054 | GROUP HEALTH INS | 40.00 | 6.60 | 3.30 | 33.40 | 17 |
| 01-04-5070 | DUES | 186.00 | 160.00 | 160.00 | 26.00 | 86 |
| 01-04-5090 | COMMUNICATIONS | 540.00 | - | - | 540.00 | 0 |
| 01-04-5250 | BUILDING PERMIT EXPENSE | 80,000.00 | 3,126.23 | 2,948.23 | 76,873.77 | 4 |
| 01-04-5450 | CONTRACTUAL SERVICES | 12,500.00 | - | - | 12,500.00 | 0 |
| 01-04-5580 | TRAINING EXPENSE | 500.00 | - | - | 500.00 | 0 |
| Total Dept 04 |  | 154,291.00 | 14,631.03 | 9,914.45 | 139,659.97 | 9 |
| Dept 06 - PAR |  |  |  |  |  |  |
| 01-06-5030 | REG WAGES | 26,245.00 | - | - | 26,245.00 | 0 |
| 01-06-5040 | FICA | 1,628.00 | - | - | 1,628.00 | 0 |
| 01-06-5050 | MEDICARE | 381.00 | - | - | 381.00 | 0 |
| 01-06-5052 | IMRF | 1,333.00 | - | - | 1,333.00 | 0 |
| 01-06-5060 | OPERATING EXPENSE | 1,500.00 | - | - | 1,500.00 | 0 |
| 01-06-5090 | COMMUNICATIONS | 2,840.00 | 470.83 | 236.89 | 2,369.17 | 17 |
| 01-06-5120 | UTILITIES | 4,000.00 | 315.58 | 90.22 | 3,684.42 | 8 |





|  | ACTIVITY FOR |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| GL NUMBER DESCRIPTION | $\begin{gathered} 2024 \\ \text { BUDGET } \end{gathered}$ | YTD BALANCE 02/29/2024 | $\begin{gathered} \text { MONTH } \\ 02 / 29 / 2024 \end{gathered}$ | AVAILABLE BALANCE | $\begin{gathered} \text { \% BDGT } \\ \text { USED } \end{gathered}$ |
| Fund 15 - CAPITAL PROJECTS |  |  |  |  |  |
| Revenues |  |  |  |  |  |
| Dept 00 - GENERAL FUND |  |  |  |  |  |
| 15-00-8100 TRANSFERS IN | 374,300.00 | - | - | 374,300.00 | 0 |
| Total Dept 00 - GENERAL FUND | 374,300.00 | - | - | 374,300.00 | 0 |
| TOTAL REVENUES | 374,300.00 | - | - | 374,300.00 | 0 |
| Expenditures |  |  |  |  |  |
| Dept 00-GENERAL FUND |  |  |  |  |  |
| 15-00-5481 CAPITAL PROJECTS | 421,500.00 | 111,264.03 | 69,229.03 | 310,235.97 | 26 |
| Total Dept 00 - GENERAL FUND | 421,500.00 | 111,264.03 | 69,229.03 | 310,235.97 | 26 |
| TOTAL EXPENDITURES | 421,500.00 | 111,264.03 | 69,229.03 | 310,235.97 | 26 |
| Fund 15 - CAPITAL PROJECTS: |  |  |  |  |  |
| TOTAL REVENUES | 374,300.00 | - | - | 374,300.00 | 0 |
| TOTAL EXPENDITURES | 421,500.00 | 111,264.03 | 69,229.03 | 310,235.97 | 26 |
| NET OF REVENUES \& EXPENDITURES | $(47,200.00)$ | $(111,264.03)$ | $(69,229.03)$ | 64,064.03 |  |

## ACTIVITY FOR

|  |  | 2024 | YTD BALANCE | MONTH | AVAILABLE | \% BDGT |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| GL NUMBER | DESCRIPTION | BUDGET | $02 / 29 / 2024$ | 02/29/2024 | BALANCE | USED |

Fund 20 - WATER SYSTEM
Revenues


Expenditures
Dept 10 - WATER SYSTEMS

| 20-10-5030 | REG. WAGES | 195,184.00 | 34,156.64 | 20,927.71 | 161,027.36 | 18 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20-10-5032 | WAGES - OVERTIME | 8,000.00 | 1,583.30 | 1,008.43 | 6,416.70 | 20 |
| 20-10-5040 | FICA | 11,358.00 | 2,134.02 | 1,314.74 | 9,223.98 | 19 |
| 20-10-5050 | MEDICARE | 2,657.00 | 499.10 | 307.49 | 2,157.90 | 19 |
| 20-10-5052 | IMRF | 19,473.00 | 3,942.14 | 2,419.54 | 15,530.86 | 20 |
| 20-10-5054 | GROUP HEALTH INS | 33,989.00 | 5,941.44 | 3,017.15 | 28,047.56 | 17 |
| 20-10-5056 | WORKER'S COMP INS | 17,000.00 | - | - | 17,000.00 | 0 |
| 20-10-5058 | UNIFORMS | 2,000.00 | - | - | 2,000.00 | 0 |
| 20-10-5070 | DUES | 1,100.00 | - | - | 1,100.00 | 0 |
| 20-10-5080 | LEGAL NOTICES | 100.00 | - | - | 100.00 | 0 |
| 20-10-5090 | COMMUNICATIONS | 11,570.00 | 1,375.91 | 887.52 | 10,194.09 | 12 |
| 20-10-5100 | POSTAGE | 2,900.00 | 639.41 | 70.40 | 2,260.59 | 22 |
| 20-10-5110 | PRINTING | 2,100.00 | 478.20 | 54.19 | 1,621.80 | 23 |
| 20-10-5120 | UTILITIES | 100,000.00 | 16,898.50 | 11,651.44 | 83,101.50 | 17 |
| 20-10-5180 | SMALL TOOLS AND EQUIPMENT | 4,000.00 | (234.48) | (234.48) | 4,234.48 | -6 |
| 20-10-5190 | RENTAL-EQUIPMENT | 4,120.00 | 186.12 | 93.06 | 3,933.88 | 5 |
| 20-10-5200 | OFFICE SUPPLIES | 1,000.00 | 248.82 | 229.98 | 751.18 | 25 |
| 20-10-5213 | OUTSIDE SERVICES | 6,000.00 | - | - | 6,000.00 | 0 |



|  |  | ACTIVITY FOR |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| GL NUMBER | DESCRIPTION | $2024$ BUDGET | YTD BALANCE 02/29/2024 | MONTH 02/29/2024 | AVAILABLE BALANCE | $\begin{gathered} \text { \% BDGT } \\ \text { USED } \end{gathered}$ |
| 20-20-5190 | RENTAL-EQUIPMENT | 3,120.00 | 186.12 | 93.06 | 2,933.88 | 6 |
| 20-20-5200 | OFFICE SUPPLIES | 1,000.00 | 248.83 | 229.99 | 751.17 | 25 |
| 20-20-5213 | OUTSIDE SERVICES | 32,000.00 | - | - | 32,000.00 | 0 |
| 20-20-5251 | NPDES PERMITS | 20,000.00 | - | - | 20,000.00 | 0 |
| 20-20-5262 | LAB SUPPLIES \& EQUIPMENT | 8,000.00 | - | - | 8,000.00 | 0 |
| 20-20-5281 | CHEMICALS | 38,000.00 | - | - | 38,000.00 | 0 |
| 20-20-5301 | MAINT SUPPLIES-JANITORIAL | 200.00 | - | - | 200.00 | 0 |
| 20-20-5360 | ENGINEERING SERVICES | 8,000.00 | - | - | 8,000.00 | 0 |
| 20-20-5370 | GASOLINE | 7,000.00 | 1,011.59 | 758.05 | 5,988.41 | 14 |
| 20-20-5381 | MAINTENANCE PARTS \& MATERIALS | 8,000.00 | 1,774.32 | 1,774.32 | 6,225.68 | 22 |
| 20-20-5390 | MAINTENANCE VEHICLES | 5,000.00 | 484.39 | 484.39 | 4,515.61 | 10 |
| 20-20-5410 | MAINTENANCE BUILDING | 4,000.00 | - | - | 4,000.00 | 0 |
| 20-20-5450 | CONTRACTUAL SERVICES | 80,000.00 | 1,516.98 | 1,503.03 | 78,483.02 | 2 |
| 20-20-5480 | CAPITAL EQUIPMENT | 282,800.00 | - | - | 282,800.00 | 0 |
| 20-20-5520 | LABORATORY TESTING | 44,000.00 | - | - | 44,000.00 | 0 |
| 20-20-5580 | TRAINING EXPENSE | 2,000.00 | - | - | 2,000.00 | 0 |
| 20-20-5602 | REPAIRS-W/WATER COLLECTION SYS. | 4,000.00 | - | - | 4,000.00 | 0 |
| 20-20-5660 | COLLECTION SYS. PUMP MAINT. | 8,000.00 | - | - | 8,000.00 | 0 |
| Total Dept 20 - WASTEWATER SYSTEMS |  | 961,548.00 | 70,896.40 | 50,773.15 | 890,651.60 | 7 |
| TOTAL EXPENDITURES |  | 2,002,690.00 | 247,410.91 | 157,009.35 | 1,755,279.09 | 12 |
| Fund 20 - WATER SYSTEM: |  |  |  |  |  |  |
| TOTAL REVENUES |  | 1,814,605.00 | 274,829.68 | 181,022.60 | 1,539,775.32 | 15 |
| TOTAL EXPENDITURES |  | 2,002,690.00 | 247,410.91 | 157,009.35 | 1,755,279.09 | 12 |
| NET OF REVENUES \& EXPENDITURES |  | $(188,085.00)$ | 27,418.77 | 24,013.25 | $(215,503.77)$ |  |


| GL NUMBER DESCRIPTION | $2024$ <br> BUDGET | YTD BALANCE 02/29/2024 | ACTIVITY FOR <br> MONTH 02/29/2024 | AVAILABLE BALANCE | $\begin{gathered} \text { \% BDGT } \\ \text { USED } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Fund $30-\mathrm{MFT}$ |  |  |  |  |  |
| Revenues |  |  |  |  |  |
| Dept 00-GENERAL FUND |  |  |  |  |  |
| 30-00-3410 INTEREST EARNED | 20,000.00 | 18,240.46 | 8,829.30 | 1,759.54 | 91 |
| 30-00-3450 MOTOR FUEL TAX | 337,697.00 | 60,540.83 | 27,888.62 | 277,156.17 | 18 |
| Total Dept 00-GENERAL FUND | 357,697.00 | 78,781.29 | 36,717.92 | 278,915.71 | 22 |
| TOTAL REVENUES | 357,697.00 | 78,781.29 | 36,717.92 | 278,915.71 | 22 |
| Expenditures |  |  |  |  |  |
| Dept 00 - GENERAL FUND |  |  |  |  |  |
| 30-00-5462 MFT RESOLUTION | 125,000.00 | 8,998.95 | 8,998.95 | 116,001.05 | 7 |
| 30-00-5463 MFT - REBUILD IL | - | 89,095.06 | - | $(89,095.06)$ | 100 |
| Total Dept 00 - GENERAL FUND | 125,000.00 | 98,094.01 | 8,998.95 | 26,905.99 | 78 |
| TOTAL EXPENDITURES | 125,000.00 | 98,094.01 | 8,998.95 | 26,905.99 | 78 |
| Fund 30 - MFT: |  |  |  |  |  |
| TOTAL REVENUES | 357,697.00 | 78,781.29 | 36,717.92 | 278,915.71 | 22 |
| TOTAL EXPENDITURES | 125,000.00 | 98,094.01 | 8,998.95 | 26,905.99 | 78 |
| NET OF REVENUES \& EXPENDITURES | 232,697.00 | $(19,312.72)$ | 27,718.97 | 252,009.72 |  |


| GL NUMBER DESCRIPTION | $2024$ <br> BUDGET | YTD BALANCE 02/29/2024 | ACTIVITY FOR <br> MONTH $02 / 29 / 2024$ | AVAILABLE BALANCE | $\begin{gathered} \text { \% BDGT } \\ \text { USED } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Fund 31 - PERFORMANCE BOND |  |  |  |  |  |
| Revenues |  |  |  |  |  |
| Dept 00 - GENERAL FUND |  |  |  |  |  |
| 31-00-3410 INTEREST EARNED | 3,000.00 | 1,629.57 | 790.05 | 1,370.43 | 54 |
| Total Dept 00 - GENERAL FUND | 3,000.00 | 1,629.57 | 790.05 | 1,370.43 | 54 |
| TOTAL REVENUES | 3,000.00 | 1,629.57 | 790.05 | 1,370.43 | 54 |
| Expenditures |  |  |  |  |  |
| Dept 00 - GENERAL FUND |  |  |  |  |  |
| 31-00-8500 TRANSFERS OUT | - | 0.77 | 0.38 | (0.77) | 100 |
| Total Dept 00 - GENERAL FUND | - | 0.77 | 0.38 | (0.77) | 100 |
| TOTAL EXPENDITURES | - | 0.77 | 0.38 | (0.77) | 100 |
| Fund 31 - PERFORMANCE BOND: |  |  |  |  |  |
| TOTAL REVENUES | 3,000.00 | 1,629.57 | 790.05 | 1,370.43 | 54 |
| TOTAL EXPENDITURES | - | 0.77 | 0.38 | (0.77) | 100 |
| NET OF REVENUES \& EXPENDITURES | 3,000.00 | 1,628.80 | 789.67 | 1,371.20 |  |


| GL NUMBER DESCRIPTION | $2024$ <br> BUDGET | YTD BALANCE 02/29/2024 | ACTIVITY FOR <br> MONTH 02/29/2024 | AVAILABLE BALANCE | $\begin{gathered} \text { \% BDGT } \\ \text { USED } \\ \hline \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Fund 34-TIF\#1 CENTRAL REDEVELOPMENT |  |  |  |  |  |
| Revenues |  |  |  |  |  |
| Dept 00 - GENERAL FUND |  |  |  |  |  |
| 34-00-3010 PROPERTY TAX | 316,000.00 | - | - | 316,000.00 | 0 |
| 34-00-3410 INTEREST EARNED | - | 123.60 | 59.75 | (123.60) | 100 |
| Total Dept 00 - GENERAL FUND | 316,000.00 | 123.60 | 59.75 | 315,876.40 | 0 |
| TOTAL REVENUES | 316,000.00 | 123.60 | 59.75 | 315,876.40 | 0 |
| Expenditures |  |  |  |  |  |
| Dept 00-GENERAL FUND |  |  |  |  |  |
| 34-00-5074 FACADE GRANT | 100,000.00 | - | - | 100,000.00 | 0 |
| Total Dept 00-GENERAL FUND | 100,000.00 | - | - | 100,000.00 | 0 |
| TOTAL EXPENDITURES | 100,000.00 | - | - | 100,000.00 | 0 |
| Fund 34 - TIF\#1 CENTRAL REDEVELOPMENT: |  |  |  |  |  |
| TOTAL REVENUES | 316,000.00 | 123.60 | 59.75 | 315,876.40 | 0 |
| TOTAL EXPENDITURES | 100,000.00 | - | - | 100,000.00 | 0 |
| NET OF REVENUES \& EXPENDITURES | 216,000.00 | 123.60 | 59.75 | 215,876.40 |  |



|  | ACTIVITY FOR |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| GL NUMBER DESCRIPTION | $\begin{gathered} 2024 \\ \text { BUDGET } \end{gathered}$ | YTD BALANCE 02/29/2024 | $\begin{gathered} \text { MONTH } \\ 02 / 29 / 2024 \\ \hline \end{gathered}$ | AVAILABLE BALANCE | $\begin{gathered} \text { \% BDGT } \\ \text { USED } \end{gathered}$ |
| Fund 40 - DRUG FORFEITURE PD ACCOUNT |  |  |  |  |  |
| Revenues |  |  |  |  |  |
| Dept 00 - GENERAL FUND |  |  |  |  |  |
| 40-00-3410 INTEREST EARNED | - | 1.23 | 0.60 | (1.23) | 100 |
| Total Dept 00 - GENERAL FUND | - | 1.23 | 0.60 | (1.23) | 100 |
| TOTAL REVENUES | - | 1.23 | 0.60 | (1.23) | 100 |
| Fund 40 - DRUG FORFEITURE PD ACCOUNT: |  |  |  |  |  |
| TOTAL REVENUES | - | 1.23 | 0.60 | (1.23) | 100 |
| TOTAL EXPENDITURES | - | - | - | - | 0 |
| NET OF REVENUES \& EXPENDITURES | - | 1.23 | 0.60 | (1.23) |  |



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

To: $\quad$ Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: April 16, 2024 Village Board Meeting
Re: $\quad$ Item 4.D - Approval of a Boundary Line Agreement between the City of Elgin and Village of Gilberts Regarding Jurisdictional Boundaries (Ordinance 09-2024)

## Background

The Village of Gilberts and the City of Elgin entered into an Intergovernmental Agreement in 2004 to establish a boundary line between the respective municipalities to delineate their respective jurisdictions for annexation and land use planning. That original agreement had term of 20 years and expired January 2024. From July 2023, representatives of the Village of Gilberts and City of Elgin communicated regularly to negotiate the terms and provisions of a new boundary agreement, which are presented here for Board consideration. The agreement presented for approval maintains the existing boundary that was agreed upon in 2004 and will have a term of 20 years (expiring 2044).

The City of Elgin is presenting the agreement to their Board as well. Once both municipalities have approved the agreement, the Village Clerk will record the agreement at the Kane County Recorder's Office.

## Attachments

A) Daily Herald, Certificate of Publication of a Public Notice of Proposed Boundary Line Agreement between the Village of Gilberts and the City of Elgin dated March 6, 2024.
B) Ordinance 09-2024 Approving a Boundary Line Agreement with Exhibits
he jurisdictional boundary line between their respective
municipalities for the purposes of annexation. The
proposed boundary line agreement will be considered by
20 days from the date of this Notice. The Village Board
will consider the proposed intergovernmental boundary
ind agreement at its regular meeting scheduled for April
6, 2024, at 7:00 p.m. at Gilberts Village Hall, 87 Galligan
meetings to which the matter may be continued with
further public notice.
The proposed Intergovernmental Boundary Line
Agreement, along with a map showing the proposed
boundary line, may be viewed in person at Gilberts Village
boundary line, may be viewed in person at Gilberts Village
Hall, 87 Galligan Road, Gilberts, Illinois.
All persons interested in the proposed Boundary Line
Agreement should attend the regular meetings of the
Village of Gilberts Board of Trustees and will be given an
opportunity to provide public comment on the proposed
Agreement. Members of the public can also submit written
Additional information about the proposed Boundary Line
Agreement is available from the Village of Gilberts at (847)
428-286
Village Board of Trustees, Village of Gilberts

Published in Daily Herald March 6, 2024 (4612805)

# CERTIFICATE OF PUBLICATION <br> Paddock Publications, Inc. 



Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the Fox Valley DAILY HERALD. That said Fox Valley
DAILY HERALD is a secular newspaper, published in Elgin, Kane County, State of Illinois, and has been in general circulation daily throughout Kane County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the Fox Valley DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/06/2024 in said Fox Valley DAILY HERALD. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.


Control \# 4612805


## ORDINANCE NO.

## AN ORDINANCE APPROVING

 A BOUNDARY LINE AGREEMENT WITH THE CITY OF ELGIN, ILLINOISWHEREAS, the Village of Gilberts, Kane County, Illinois, is an Illinois municipality organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.; and

WHEREAS, the City of Elgin, Cook and Kane Counties, Illinois, is an Illinois home-rule municipality organized and operating pursuant to Article VII, Section 6 of the Illinois State Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.; and

WHEREAS, units of local government are enabled by Article VII, Section 10, of the Illinois State Constitution of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine, or transfer any power or function in a manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorizes municipalities to, jointly with any other unit of local government, exercise any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of government services, activities, and undertakings; and

WHEREAS, the Illinois Municipal Code authorizes municipalities to enter into boundary line agreements "[i]f unincorporated territory is within one and one-half miles of the boundaries of two or more corporate authorities that have adopted official plans . . .," 65 ILCS 5/11-12-9; and

WHEREAS, pursuant to and in accordance with this authority, the Village of Gilberts has negotiated the terms and provisions of an Intergovernmental Agreement with the City of Elgin that establishes the boundary line between the two municipalities which delineates their respective jurisdictions for annexation and land use planning, a copy of which is attached hereto as Exhibit A ("Boundary Agreement"); and

WHEREAS, the Village of Gilberts published and posted the required notice relative to the Boundary Agreement on March 6, 2024: and

WHEREAS, the Village President and Board of Trustees of the Village of Gilberts find and determine that it is in the best interest of the Village and its residents that the Boundary Agreement be approved.

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

Section 1. Recitals. The recitals are incorporated into this Section 1 as though fully set forth herein.

Section 2. Approval; Authorization. The Village Board of Trustees hereby approves the Boundary Agreement in substantially the form attached hereto as Exhibit A. The Village President
and Village Clerk are hereby authorized and directed to execute the Boundary Agreement and all other documents necessary to effectuate the terms and intent of this Ordinance.

Section 3. Recording of Agreement. The Village Clerk is hereby directed to record both this Ordinance and the Boundary Agreement in the office of the Kane County Recorder following its passage and approval by the Village of Gilberts and the City of Elgin.

Section 4. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent permitted by law.

Section 5. Repeal and Saving Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

Section 6. Effective Date. This Ordinance shall be effective from and after its passage and approval according to law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this $16^{\text {th }}$ day of April, 2024:

|  | Ayes | Nays | Absent | Abstain |
| :--- | :--- | :--- | :--- | :--- |
| Trustee Robert Vanni | - | - | - | - |
| Trustee Frank Marino | - | - | - | - |
| Trustee Brandon Coats | - | - | - | - |
| Trustee Jeanne Allen | - | - | - | - |
| Trustee Robert Chapman | - | - | - |  |
| Trustee Justin Redfield | - | - | - |  |
| President Guy Zambetti | - | - | - | - |

APPROVED THIS 16 ${ }^{\text {TH }}$ DAY of April, 2024.

Guy Zambetti, Village President
(SEAL)

ATTEST:
Lynda Lange, Village Clerk

## EXHIBIT A

Boundary Agreement

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE <br> VILLAGE OF GILBERTS AND THE CITY OF ELGIN REGARDING JURISDICTIONAL BOUNDARIES 

THIS AGREEMENT is made and entered into this $\qquad$ day of $\qquad$ , 202, by and between the VILLAGE OF GILBERTS, an Illinois municipal corporation, Kane County, Illinois (hereinafter referred to as the "Village of Gilberts"), and the CITY OF ELGIN, an Illinois municipal corporation, Cook and Kane Counties, Illinois (hereinafter referred to as the "City of Elgin").

WHEREAS, the Village of Gilberts is an Illinois municipality organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.; and

WHEREAS, the City of Elgin is an Illinois home-rule municipality organized and operating pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.; and

WHEREAS, the Village of Gilberts and the City of Elgin entered into a jurisdictional boundary agreement dated January 28, 2004, said agreement having a twenty-year term; and

WHEREAS, the Village of Gilberts and the City of Elgin have each adopted a comprehensive plan pursuant to Section 11-12-7 of the Illinois Municipal Code (65 ILCS 5/11-12-7) and the home rule powers of the City of Elgin; and

WHEREAS, municipalities may enter into jurisdictional boundary agreements pursuant to 65 ILCS 11-12-9 and pursuant to the home rule powers of the City of Elgin; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides that any powers, privileges, or authority which may be exercised by a unit of local government individually may be exercised and enjoyed jointly with any other unit of local government, and that such units of local government may enter into contracts for the performance of government services, activities, and undertakings; and WHEREAS, the Village of Gilberts and the City of Elgin have given consideration to the natural flow of storm drainage within the subject unincorporated territory referred to in this Agreement; and

WHEREAS, a jurisdictional boundary agreement is a useful tool for the implementation of the aforesaid official comprehensive plans; and

WHEREAS, the Village of Gilberts and the City of Elgin each deem it to be in their own interests to agree to a boundary line between the Village of Gilberts and the City of Elgin for planning and annexation purposes; and

WHEREAS, it is in the mutual interests of the Village of Gilberts and the City of Elgin to again enter into a jurisdictional boundary agreement in order to plan for development and to provides for the general welfare of their respective residents by proceeding with expansion beyond their present municipal boundaries in an orderly and determined fashion.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are incorporated into and made a part of this Agreement as if fully recited hereby.
2. The parties have prepared a drawing attached hereto and made a part hereof as Exhibit 1.
3. The area designated on Exhibit 1 as the "Village of Gilberts Jurisdictional Area" shall be subject to the jurisdiction of the Village of Gilberts for annexation, land use planning, zoning, and subdivision control and shall be made a part of the jurisdictional boundaries of the Village of Gilberts.
4. The area designated on Exhibit 1 as the "City of Elgin Jurisdictional Area" shall be subject to the jurisdiction of the City of Elgin for annexation, land use planning, zoning and subdivision control and shall be made part of the jurisdictional boundaries of the City of Elgin.
5. Neither the Village of Gilberts nor the City of Elgin shall act to annex or exercise any zoning authority or subdivision control authority within the jurisdictional area of the other municipality as depicted on Exhibit 1, nor will either the Village of Gilberts or the City of Elgin object to the annexation, planning, zoning or subdivision of property within the jurisdictional boundary assigned to the other party by this Agreement, unless otherwise agreed to in writing by both the Village of Gilberts and the City of Elgin.
6. The Illinois Environmental Protection Agency (IEPA), through the Northeastern Illinois Planning Commission (NIPC) and the Chicago Metropolitan Agency for Planning (CMAP), has previously designated a Facility Planning Area (FPA) for the Village of Gilberts and for the City of Elgin through the Fox River Water Reclamation District (FRWRD). To the extent necessary, the parties shall reasonably cooperate in the further establishment of FPA boundaries in accordance with the jurisdictional boundaries and other terms of this Agreement; and upon either party (and/or FRWRD on behalf of the City of Elgin) filing a petition with CMAP for approval of such FPA boundaries by the IEPA or others, in order to implement the terms of this Agreement, the other party shall cooperate as reasonably necessary in the processing of such petition consistent with this Agreement.
7. The parties acknowledge and agree that, in the event of a breach by one of them of the covenants contained in Paragraphs 2, 3, 4 or 5, each of which alone is a material element of this Agreement, the other party shall be aggrieved and will suffer damages which are immediate, great and irreparable, and for which no adequate remedy at law exists; and accordingly, in the event of such breach by one party, the aggrieved party shall have the right to seek an order from a court of competent jurisdiction, preliminarily and/or permanently restraining and/or enjoining the breaching party from any further breach of said covenant or covenants and curing such breach. This right to injunctive relief shall be in addition to and not in lieu of, any and all other rights or remedies available to the aggrieved party under applicable Illinois law.
8. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns for a term of twenty (20) years from and after the date said agreement has been approved by ordinance of the second of the parties to enact the same.
9. If any section, paragraph, subdivision, clause, sentence or provision of this Agreement shall be adjudged by any court of competent jurisdiction to be void or invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue to be in full force and effect.
10. The Village of Gilberts and the City of Elgin each shall adopt an ordinance approving the terms and provisions of this Agreement and authorizing the Village President and Village Clerk and the Mayor and City Clerk to execute and deliver this Agreement. Upon execution, the clerk of each municipality shall forward to the clerk of the other municipality a certified copy of the ordinance so enacted, together with the agreement, signed in duplicate original, so that each municipality shall have one fully executed document on file.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date and year first written above in Kane County, Illinois

VILLAGE OF GILBERTS

By $\xlongequal[\text { Village President }]{ }$
Attest:

Village Clerk

CITY OF ELGIN

By $\xlongequal[\text { Mayor }]{ }$
Attest:

City Clerk

## EXHIBIT 1

MAP DEPICTING VILLAGE OF GILBERTS JURISDICTIONAL AREA AND CITY OF ELGIN JURISDICTIONAL AREA


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

To: $\quad$ Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: $\quad$ April 16, 2024 Village Board Meeting
Re: $\quad$ Item 4.D - Approval of a Resolution Authorizing the Purchase of Axon Taser 10 Tasers and Related Training Services (Resolution XX-2024)

## Background

The Calendar Year 2024 Budget provided funds for the Police Department to upgrade the tasers currently provided to officers. The existing tasers are at end-of-life and upgrading the tasers will ensure officers have current, supported tasers. After the preparation of the 2024 budget, Axon transitioned their lease program, which the Village was pursuing, to a purchase program model. The transition to a purchase program model also changed the annual training requirements for officers and instructors. The total taser purchase is $\$ 26,745$; however, Axon Enterprises' process is to invoice the total over a period of five years. The total annual increase is roughly $\$ 2,350$ over the initial lease program. For 2024, the increase will be covered by the DUI Fund and future invoices will be budgeted according to the proposed purchase agreement.

## Attachments

A) Axon Enterprises, Inc Taser (T10) Quote

## VILLAGE OF GILBERTS

## RESOLUTION 17-2024

## A RESOLUTION APPROVING THE PURCHASE OF FOUR AXON TASER 10 TASERS, RELATED ACCESSORIES AND TRAINING FROM AXON ENTERPRISE, INC. IN AN AGGREGATE AMOUNT NOT TO EXCEED \$26,745

WHEREAS, the Village of Gilberts ("Village") operates a Municipal Police Department; and

WHEREAS, the Village included the purchase of replacement tasers in the Calendar Year 2024 Budget; and

WHEREAS, Axon Enterprises is the Village's current taser supplier; and
WHEREAS, the total purchase, including tasers, related accessories and training is \$26,745; and

WHEREAS, Axon invoices the total purchase price over a period of five years for an annual payment of $\$ 5,349$.

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

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

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute the necessary documents to facilitate the purchase four Axon Taser 10 tasers, related accessories and training from Axon Enterprise, Inc. as outlined in Exhibit A in an amount not to exceed $\$ 26,745$, invoiced over five years.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the purchase of the Axon Taser 10's from Axon Enterprise, Inc, such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

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

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this $16^{\text {th }}$ day of April 2024.

|  | Ayes | Nays | Absent | Abstain |
| :--- | :--- | :--- | :--- | :--- |
| Trustee Robert Vanni | - | - | - | - |
| Trustee Frank Marino | - | - | - | - |
| Trustee Brandon Coats | - | - | - | - |
| Trustee Jeanne Allen | - | - | - | - |
| Trustee Robert Chapman | - | - | - |  |
| Trustee Justin Redfield | - | - | - |  |
| President Guy Zambetti | - | - | - | - |

APPROVED THIS $16^{\text {th }}$ DAY OF APRIL, 2024

Guy Zambetti, Village President
(SEAL)

## ATTEST:

Lynda Lange, Village Clerk

## Exhibit A

Axon Enterprise, Inc. 2024 Taser Quote


| SHIP TO | BILL TO |
| :--- | :--- |
| Gilberts Police Dept. - IL | Gilberts Police Dept. - IL |
| 86 Rairoa St | 86 Rairroad St |
| Gilberts, | Gilberts |
| IL | IL |
| 60136-9668 | G0136-9668 |
| USA | USA |
|  | Email: kcram@vii.carpentersville.il.us |
|  |  |
|  |  |

## Quote Summary

| Program Length | 60 Months |
| :--- | :---: |
| TOTAL COST | $\$ 26,745.00$ |
| ESTIMATED TOTAL W/ TAX | $\$ 26,745.00$ |


| SALES REPRESENTATIVE | PRIMARY CONTACT |
| ---: | ---: |
| Bobby Clardy | Kenneth Cram |
| Phone: 4807404134 | Phone: $1-847-428-2954$ <br> Email: bclardy@axon.com <br> Fax: |
|  |  |
|  |  |
|  |  |

Discount Summary

| Average Savings Per Year | $\$ 2,396.12$ |
| :--- | :---: |
| TOTAL SAVINGS | $\$ 11,980.60$ |

## Payment Summary

| Date | Subtotal | Tax | Total |
| :---: | :---: | :---: | :---: |
| Aug 2024 | \$5,349.00 | \$0.00 | \$5,349.00 |
| Aug 2025 | \$5,349.00 | \$0.00 | \$5,349.00 |
| Aug 2026 | \$5,349.00 | \$0.00 | \$5,349.00 |
| Aug 2027 | \$5,349.00 | \$0.00 | \$5,349.00 |
| Aug 2028 | \$5,349.00 | \$0.00 | \$5,349.00 |
| Total | \$26,745.00 | \$0.00 | \$26,745.00 |

## Pricing



## Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
| :---: | :---: | :---: | :---: | :---: | :---: |
| BUNDLE - TASER 10 CERTIFICATION | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R | 4 | 2 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 100393 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK | 4 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 100394 | AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE | 4 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 100395 | AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE | 3 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 100396 | AXON TASER 10 - MAGAZINE - INERT RED | 4 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 100399 | TASER 10 LIVE CARTRIDGE | 80 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 100400 | AXON TASER 10-CARTRIDGE - HALT | 30 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 100401 | AXON TASER $10-\mathrm{CARTRIDGE}$ - INERT | 40 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 100611 | AXON TASER 10 - SAFARILAND HOLSTER - RH | 4 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 100623 | AXON TASER - TRAINING - ENHANCED HALT SUIT V2 | 1 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 4 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 1 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 1 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 1 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 74200 | AXON TASER - DOCK - SIX BAY PLUS CORE | 1 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 80087 | AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED | 1 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 80090 | AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN | 1 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 100399 | TASER 10 LIVE CARTRIDGE | 40 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 100400 | AXON TASER 10-CARTRIDGE - HALT | 30 | 1 | 08/01/2024 |
| BUNDLE - TASER 10 CERTIFICATION | 100399 | TASER 10 LIVE CARTRIDGE | 20 | 1 | 08/01/2025 |
| BUNDLE - TASER 10 CERTIFICATION | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 40 | 1 | 08/01/2025 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 100399 | TASER 10 LIVE CARTRIDGE | 20 | 1 | 08/01/2025 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 100400 | AXON TASER 10-CARTRIDGE - HALT | 40 | 1 | 08/01/2025 |
| BUNDLE - TASER 10 CERTIFICATION | 100399 | TASER 10 LIVE CARTRIDGE | 10 | 1 | 08/01/2026 |
| BUNDLE - TASER 10 CERTIFICATION | 100400 | AXON TASER 10-CARTRIDGE - HALT | 30 | 1 | 08/01/2026 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 100399 | TASER 10 LIVE CARTRIDGE | 10 | 1 | 08/01/2026 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 100400 | AXON TASER 10-CARTRIDGE - HALT | 30 | 1 | 08/01/2026 |
| BUNDLE - TASER 10 CERTIFICATION | 100399 | TASER 10 LIVE CARTRIDGE | 10 | 1 | 08/01/2027 |
| BUNDLE - TASER 10 CERTIFICATION | 100400 | AXON TASER 10-CARTRIDGE - HALT | 30 | 1 | 08/01/2027 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 100399 | TASER 10 LIVE CARTRIDGE | 10 | 1 | 08/01/2027 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 100400 | AXON TASER 10-CARTRIDGE - HALT | 30 | 1 | 08/01/2027 |
| BUNDLE - TASER 10 CERTIFICATION | 100399 | TASER 10 LIVE CARTRIDGE | 10 | 1 | 08/01/2028 |
| BUNDLE - TASER 10 CERTIFICATION | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 30 | 1 | 08/01/2028 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 100399 | TASER 10 LIVE CARTRIDGE | 10 | 1 | 08/01/2028 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 100400 | AXON TASER 10-CARTRIDGE - HALT | 30 | 1 | 08/01/2028 |

## Software

Bundle
BUNDLE - TASER 10 CERTIFICATION
BUNDLE - TASER 10 CERTIFICATION

Item
101180
20248

QTY
QTY
4
4

Estimated Start Date
09/01/2024
09/01/2024
/01/20
08/31/202

| Bundle | Item | Description |  | QTY | Shipping Location | Estimated Delivery Date |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BUNDLE - TASER 10 CERTIFICATION |  | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 1 | 09/01/2024 | 08/31/2029 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON |  | 101180 | AXON TASER - DATA SCIENCE PROGRAM | 4 | 09/01/2024 | 08/31/2029 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON |  | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 4 | 09/01/2024 | 08/31/2029 |

## Services

| Bundle | Item | Description | QTY |
| :---: | :---: | :---: | :---: |
| BUNDLE - TASER 10 CERTIFICATION | 100751 | AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 4 |
| BUNDLE - TASER 10 CERTIFICATION | 101193 | AXON TASER - ON DEMAND CERTIFICATION | 1 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 100751 | AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 4 |
| BUNDLE - TASER 10 CERTIFICATION ADD-ON | 101193 | AXON TASER - ON DEMAND CERTIFICATION | 1 |
| A la Carte | 101208 | AXON TASER 10-2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 |

## Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
| :---: | :---: | :---: | :---: | :---: | :---: |
| BUNDLE - TASER 10 CERTIFICATION | 100704 | AXON TASER 10 - EXT WARRANTY - HANDLE | 4 | 08/01/2025 | 08/31/2029 |
| BUNDLE - TASER 10 CERTIFICATION | 80374 | AXON TASER 7 - EXT WARRANTY - BATTERY PACK | 4 | 08/01/2025 | 08/31/2029 |
| BUNDLE - TASER 10 CERTIFICATION | 80374 | AXON TASER 7 - EXT WARRANTY - BATTERY PACK | 1 | 08/01/2025 | 08/31/2029 |
| BUNDLE - TASER 10 CERTIFICATION | 80396 | AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY | 1 | 08/01/2025 | 08/31/2029 |

## Shipping Locations

| Location Number | Street | City | State | Zip | Country |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 86 Railroad St | Gilberts | IL | 60136-9668 | USA |
| 2 | 86 Railroad St | Gilberts | IL | 60136-9668 | USA |

## Payment Details

| Aug 2024 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 1 | 101208 | AXON TASER 10-2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$465.00 | \$0.00 | \$465.00 |
| Year 1 | C00010 | BUNDLE - TASER 10 CERTIFICATION | 4 | \$3,626.40 | \$0.00 | \$3,626.40 |
| Year 1 | C00013 | BUNDLE - TASER 10 CERTIFICATION ADD-ON | 4 | \$1,257.60 | \$0.00 | \$1,257.60 |
| Total |  |  |  | \$5,349.00 | \$0.00 | \$5,349.00 |
| Aug 2025 |  |  |  |  |  |  |
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 2 | 101208 | AXON TASER 10-2 DAY INSTRUCTOR COURSE - INSIDE SALES | , | \$465.00 | \$0.00 | \$465.00 |
| Year 2 | C00010 | BUNDLE - TASER 10 CERTIFICATION | 4 | \$3,626.40 | \$0.00 | \$3,626.40 |
| Year 2 | C00013 | BUNDLE - TASER 10 CERTIFICATION ADD-ON | 4 | \$1,257.60 | \$0.00 | \$1,257.60 |
| Total |  |  |  | \$5,349.00 | \$0.00 | \$5,349.00 |
|  |  |  |  |  |  |  |
| Aug 2026 |  |  |  |  |  |  |
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 3 | 101208 | AXON TASER 10-2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$465.00 | \$0.00 | \$465.00 |
| Year 3 | C00010 | BUNDLE - TASER 10 CERTIFICATION | 4 | \$3,626.40 | \$0.00 | \$3,626.40 |
| Year 3 | C00013 | BUNDLE - TASER 10 CERTIFICATION ADD-ON | 4 | \$1,257.60 | \$0.00 | \$1,257.60 |
| Total |  |  |  | \$5,349.00 | \$0.00 | \$5,349.00 |
|  |  |  |  |  |  |  |
| Aug 2027 |  |  |  |  |  |  |
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 4 | 101208 | AXON TASER 10-2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$465.00 | \$0.00 | \$465.00 |
| Year 4 | C00010 | BUNDLE - TASER 10 CERTIFICATION | 4 | \$3,626.40 | \$0.00 | \$3,626.40 |
| Year 4 | C00013 | BUNDLE - TASER 10 CERTIFICATION ADD-ON | 4 | \$1,257.60 | \$0.00 | \$1,257.60 |
| Total |  |  |  | \$5,349.00 | \$0.00 | \$5,349.00 |
|  |  |  |  |  |  |  |
| Aug 2028 |  |  |  |  |  |  |
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 5 | 101208 | AXON TASER 10-2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$465.00 | \$0.00 | \$465.00 |
| Year 5 | C00010 | BUNDLE - TASER 10 CERTIFICATION | 4 | \$3,626.40 | \$0.00 | \$3,626.40 |
| Year 5 | C00013 | BUNDLE - TASER 10 CERTIFICATION ADD-ON | 4 | \$1,257.60 | \$0.00 | \$1,257.60 |
| Total |  |  |  | \$5,349.00 | \$0.00 | \$5,349.00 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

## Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:
This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:
The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

4/11/2024

Date Signed



Village of Gífberts<br>Village Hall: 87 Galligan Road, Gilberts, Illinois 60136 Public Works: 73 Industrial Drive, Gilberts, Illinois 60136<br>Ph. 847-428-2861 Fax: 847-428-2955<br>www.villageofgilberts.com

| TO: | Village President and Board of Trustees |
| :--- | :--- |
| FROM: | Mitchell Anderson, Management Analyst |
| CC: | Brian Bourdeau, Village Administrator |
| DATE: | 16 April 2024 |

RE: Draft Comprehensive Parks Policy

## BACKGROUND:

The Village currently lacks a comprehensive policy for all parks facilities, rentals, and rules/regulations. Having a comprehensive parks policy allows for more transparency, easier administration, and fewer potential conflicts between users and the Village.

This policy seeks to accomplish the following goals:

- Lay out all rules and regulations for all Gilberts recreation facilities
- Plan and prepare for new recreation usages, e.g., Pickleball courts
- Modernize the Village's fee structure for facility rentals


## ANALYSIS:

This portion of the memo will highlight major sections/considerations of the policy:

1. General Parks Rules and Regulations (New document)
a. Primarily taken from rules and regulations section in current rental applications
b. Applies to all parks and facilities
2. Athletic Court/Pickleball Rules and Regulations (New document)
a. General use for all courts (no bikes, proper shoes, no dogs, etc.)
b. General Parks Rules and Regulations also apply here
c. Proper Pickleball procedures for play time/procedure to wait in line for a court
3. Athletic Field Rental Policy (New document)
a. Gives PW priority over all fields if maintenance is required
b. Lays out rental fee structure
i. Researched Chicagoland Park Departments/Districts with athletic fields for comprehensive field rental information
ii. 4 rental tiers: Non-Competitive Org., Resident, Non-Resident, Other Org.
4. Gives Board option to waive fees for Non-Competitive Orgs.
c. Establishes Time Block permits for multi-day/season rentals
d. Gives regulations for cancellations and tournaments
5. Athletic Court Rental Policy (New document)
a. Modeled closely after Field Rental Policy
b. 2 rental tiers: Residents and Non-Residents
c. Also gives specific policy for Pickleball
i. Establishes fees (for certain categories of reservations)
ii. Designates open play and organized open play times
6. Pavilion Rental Policy (New document)
a. Modeled closely after Field Rental Policy
b. 3 rental tiers: 501(c)(3) organizations, Residents, Non-Residents
c. Establishes updated fees based on research of neighboring communities
7. Splash Pad Policy (New document)
a. Gives maximum capacity for pad
b. Gives designated time periods for reservations
c. Explains that pad reservations do not entitle groups to exclusive rights
8. Athletic Field Reservation Application (Existing document)
a. Lists rental tiers from policy
b. Informs applicant to ensure they are renting a field, and not a court/tournament/block permit
9. Tournament Reservation Application (New document)
a. Requires a list of all teams participating
10. Athletic Court Reservation Application (New document)
a. Informs applicant to ensure they are renting a court, and not a field/tournament
11. Programming Agreement
a. Standard agreement for those seeking block permits for field usage
12. Pavilion Reservation Application (Existing document)
a. Lists new fees from new Pavilion Rental Policy
b. Requires those claiming 501(c)(3) status to show proof of status
13. Splash Pad Registration Application (Existing document)
a. No real substantive changes, only minor changes to formatting

The following table gives a breakdown of the average cost of a pavilion rental for a resident of nearby municipalities/park districts for 12 hours (staff's definition of an "all day" rental). Some will have "average" next to the price, as there are multiple costs for different pavilions. As for Elgin, Hampshire, and Lake in the Hills, these costs are extrapolated from their hourly rates.

Staff's calculations put Gilberts in line with the average and median for those municipalities/ districts who give all day or 6-hour timeslot rentals (for easier comparison). However, even when comparing those with hourly rates, Gilberts still sits in the middle of the pack.

|  | Huntley <br> Park <br> District | St. <br> Charles <br> Park <br> District | Gilberts <br> (Proposed) | Dundee <br> Township <br> Park <br> District | Elgin | Hampshire <br> Township <br> Park <br> District | Lake in <br> the Hills |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Rental Time <br> Period | Cost/All <br> Day | Cost/All <br> Day | Cost/All Day | Cost/All <br> Day | Cost/All <br> Day | Cost/ <br> $1-4$ Hours | Cost/ <br> Hour |
| Residential <br> Cost for 12 <br> hours* | \$150 <br> (Average) | \$155 <br> (Average) | $\$ 200$ | \$230 <br> (Average) | $\$ 300$ <br> (two <br> 6-hour <br> sessions) | \$472.50 <br> (Average) | \$1,200 <br> (Average) |

*The table above is based on a resident requesting the park "All Day" (12-hours). The proposed Gilberts policy would also permit them to rent in "Half-Day" block of 6-hours for $\$ 100$.

CONCLUSION/RECOMMENDATION:
Due to the comprehensive and lengthy nature of this document, staff is circulating the draft policy as a discussion only item.

# Village of Gilberts Parks Policy 



## General Parks Rules and Regulations

The following rules and regulations shall apply to all Village of Gilberts parks, fields, courts, and other facilities, regardless of rental status:

- No alcoholic beverages or illegal drugs allowed.
- Use of the fields is subject to applicable provisions of the Village Code and state law.
- Use Village facilities at your own risk.
- Weapons of all types are prohibited.
- Cooking fires are restricted to grills.
- Pets must be leashed and pet excrement must be removed by pet owners.
- Do not use athletic fields when wet, improperly, or without supervision.
- Parking is limited to designated areas only.
- No swimming or boating.
- Speed limit is 10 mph .
- Run or jog only on designated trails.
- Parks close at dusk.
- Littering is prohibited in Village parks. Users are responsible for clean-up following an event and will be charged for any costs incurred by the Village for failure to comply.
- No person shall damage or destroy any park property of any kind or any property of others in a park or otherwise interfere with the use of a park by the public.
- Facilities such as jogging paths, basketball courts, and playgrounds are available to everyone using the parks (to share). They may not be reserved.
- Unless a field is rented, use of athletic fields is limited to 1.5 hours/day for a group
- The park area is open to the general public. Please be considerate of other parties using the park.


## Athletic Court/Pickleball Rules and Regulations

The following rules and regulations shall apply to all Gilberts Athletic Courts:

- Sportsmanship and courtesy are expected at all times.
- Courts are for designated athletic uses only.
- No bikes, rollerblades, skateboards, or similar wheeled device on the courts.
- Gym/court shoes should be worn when playing on the courts.
- Use the courts at your own risk.
- No dogs allowed an any of the courts at any time.
- Court users shall also abide by the General Parks Rules and Regulations.

The following additional rules and regulations shall apply to all Gilberts Pickleball Courts:

- Unless a court is reserved, play is limited to one game to 11 when players are waiting and all other courts are being used.
- Aside from reserved courts, if all courts are full, the first team to finish should relinquish the court to waiting players and may get back in line to play again.
- Waiting players must place their paddle in the left most slot of the paddle stand to indicate they are waiting.
- Pickleball court users shall also abide by the General Parks Rules and Regulations, as well as the above Athletic Court Rules and Regulations.


## Athletic Field Rental Policy

## A. Introduction

1. The Village of Gilberts has available certain athletic field amenities that may be utilized and rented out. Those wishing to utilize a Village athletic field must abide by the policies set forth in this document. Any violation of this document may lead to a revocation of a permit, prohibition of future athletic rental, or other decision as the Village finds suitable.
2. Any organization wishing to rent an athletic field must fill out a rental application.
B. Field Applicability
3. The Village has multiple athletic fields that can be rented out:
i. Memorial Park - 355 Tyrrell Rd.
4. Baseball Field (natural grass)
ii. Town Center Park - 301 Columbia Ln.
5. Baseball Field (natural grass)
iii. Waitcus Park - Higgins Rd, just west of Railroad St.
6. Baseball Field (natural grass)

## C. Priority Given

1. From time to time, the Village's Public Works Department may need to conduct maintenance on the athletic fields. Due to all Village fields being natural grass, as opposed to synthetic turf, these fields require more frequent maintenance to ensure safer environments. If, at any time, maintenance needs to be conducted on a field that conflicts with a reserved timeslot, the Village will have priority.
i. If you are notified that maintenance must take place during your reservation time, please refer to Section F.3.
2. As the Village receives applications, occasions may arise where multiple organizations apply for the same field rental during the same date/time. Field rentals and block permits are on a first come, first served basis. However, in the event that 2 or more organizations apply for the same field and date/time on the same day, the Village reserves the right to determine who shall take precedence.
D. Reservation Dates
3. For regular field rentals during a given calendar year, rental applications will be accepted beginning January 1 of the same calendar year.
4. For block permits, rental applications will be accepted beginning October 1 of the preceding calendar year.

## E. Fees

1. This section lays out a schedule of fees for the various groups that may rent out the Village's athletic facilities, as well as definitions of each category.
2. Definitions
i. Resident - A resident of the Village of Gilberts.
ii. Non-Competitive Organization - An organization that (1) has 501(c)(3) status, and (2) does not require tryouts/minimum skill levels for team eligibility.
iii. Other Organization - All other organizations that do not meet the definition of Non-Competitive Organizations.
iv. Non-Resident - An individual who resides outside of the Village of Gilberts corporate boundaries.
3. The Board shall have the right to waive any applicable fees for noncompetitive organizations as they deem fit.
4. The following is the fee schedule for all users of athletic facilities in Gilberts:

| Regular Rentals |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Non-Competitive Organization | $\$ 30 /$ hour |  |  |  |
| Resident | $\$ 40 / \mathrm{hour}$ |  |  |  |
| Non-Resident | $\$ 50 / \mathrm{hour}$ |  |  |  |
| Other Organization | $\$ 60 / \mathrm{hour}$ |  |  |  |
| Reservation Fee |  |  |  |  |
| Deposit |  | $\$ 500 /$ weekend |  |  |
| Tournaments |  |  |  |  |
| All Organizations | $\$ 100$ |  |  |  |
| Block Permits |  |  |  |  |

## F. Cancellations

1. Renters may cancel or reschedule reservations as they need.

Cancellation or rescheduling requests must be made at least 7 calendar days prior to the reservation date in order to receive a full refund. If a request to cancel or reschedule a field reservation is made less than 7 calendar days prior to the reservation date, the Village reserves the right to withhold the original payment.
i. If the Village chooses to withhold a refund payment request less than 7 calendar days prior to the reservation date, and the renter is requesting a rescheduling, the original payment may not be used to pay for the new reservation.
2. If a cancellation or rescheduling request is made due to hazardous weather conditions, the Village will work with the renter to reschedule the field reservation. If the event cannot be rescheduled after a
cancellation due to hazardous weather conditions, the Village will issue a reimbursement of applicable fees, but not for any deposits.
i. A renter requesting a refund due to hazardous weather conditions must do so within 24 hours of the original rental date.
ii. Hazardous weather conditions must meet a definition of hazardous weather as defined by the National Weather Service.
3. If the Village determines it is in the best interest to cancel a field reservation due to field maintenance, the Village will make efforts to notify the renter as soon as possible. The Village will work with the renter to reschedule the field reservation. If the event cannot be rescheduled after a cancellation due to field maintenance, the Village will issue a reimbursement.
4. For tournament cancellations, please refer to Section G.
5. For block permit cancellations, please refer to Section I.

## G. Tournaments

1. For the purposes of this policy, the term "tournament" will refer to any field reservation made for an entire weekend. Tournament reservations will include all day Saturday and Sunday.
2. Unless expressly provided otherwise, tournaments will be subject to all other rules and regulations of this policy.
3. The fee schedule for tournaments is given in Section E. All tournaments will be subject to the same fee schedule, regardless of the user category.
4. A deposit will be required for all tournament reservations (see Section E).
5. If a tournament is cancelled by the requestor more than 60 calendar days prior to the event, the Village will issue a refund of the rental fee and the deposit.
6. If a tournament is cancelled by the requestor less than 60 calendar days, but 30 or more calendar days prior to the event, the Village will issue a refund of the rental fee, but will not issue a refund of the deposit.
7. If a tournament is cancelled by the requestor less than 30 calendar days prior to the event, the Village will not issue a refund for the rental fee or the deposit.
8. After a tournament finishes, if the Village finds the field has been damaged, finds litter or rubbish, or otherwise not in a clean, orderly condition, the Village reserves the right to withhold up to the entire amount of the deposit to ameliorate these issues.
9. If a tournament is cancelled by the requestor due to hazardous weather, Section F. 2 will control.

## H. Registration Methods

1. In order to rent an athletic field, a completed rental application must be returned to Village Hall, along with the requisite payment based on the fee schedule in Section E.
2. Completed applications can be returned to Gilberts Village Hall, 87 Galligan Rd, Gilberts, IL 60136.

## I. Block Permits

1. The Village will offer block permits for organizations looking to reserve multiple dates and times for field usage. Such permits will be subject to a programming agreement to be agreed upon by the organization and the Village.
2. In order to qualify for a block permit, organizations must request a minimum of 100 hours of field time. The maximum amount of hours the fee will cover is 750 hours.
i. Any amount of hours requested over 750 hours will be charged per hour based on the hourly fee schedule given in Section E.
3. Block permits will cost $\$ 1,000$, and will enable organizations to reserve multiple dates and times for multiple fields, as needed.
4. Block permit applications will be accepted per Section D.2, and on a first come, first served basis.
5. There shall be no refunds or partial refunds of any amount for block permits.
6. In order to apply for a block permit, organizations shall be required to fill out a Programming Agreement. Such agreement shall be subject to review by the Village.

## J. Signage

1. Any signage must follow the process as outlined in the Village's Sign Code (Section 10-9-2 of the Unified Development Ordinance).

## K. Field Maintenance

1. All users of Village athletic fields are fully responsible for keeping facilities clean, orderly, and in acceptable conditions for the next organization.
2. All rubbish is to be properly disposed of in available receptacle bins. Any violation of this policy, the Village of Gilberts General Parks Rules and Regulations, or any damage done to Village property may result in additional charges from the Village, as well as denials of future rental applications.

## Athletic Court Rental Policy

A. Introduction

1. The Village of Gilberts has available certain athletic court amenities that may be utilized and rented out. Those wishing to utilize a Village athletic court must abide by the policies set forth in this document. Any violation of this document may lead to a revocation of a permit, prohibition of future athletic rental, or other decision as the Village finds suitable.
2. Any organization wishing to rent an athletic court must fill out a rental application.
B. Court Applicability
3. The Village has multiple athletic courts that can be rented out:
i. Conservancy Park - FORTHCOMING
4. Pickleball Court x 4
5. Tennis Court
6. Bocce Ball Court x2

## C. Priority Given

1. From time to time, the Village's Public Works Department may need to conduct maintenance on the athletic courts, or may deem courts unsafe. If, at any time, maintenance needs to be conducted on a court or if the Public Works Department deems a court unsafe that conflicts with a reserved timeslot, the Village will have priority and no one may play on the court until the Public Works Department deems the court safe again.
i. If you are notified that maintenance must take place during your reservation time, please refer to Section F.3.
2. As the Village receives applications, occasions may arise where multiple organizations apply for the same court rental during the same date/time. Court rentals are on a first come, first served basis.
However, in the event that 2 or more organizations apply for the same court and date/time on the same day, the Village reserves the right to determine who shall take precedence.
D. Reservation Dates
3. For court rentals during a given calendar year, rental applications will be accepted beginning January 1 of the same calendar year.
E. Fees
4. This section lays out a schedule of fees for the various groups that may rent out the Village's athletic courts.
5. The following is the fee schedule for all users of athletic courts in Gilberts:

| Rental Rates |  |
| :---: | :---: |
| Residents | $\$ 20 /$ hour |
| Non-Residents | $\$ 25 /$ hour |

## F. Cancellations

1. Renters may cancel or reschedule reservations as they need.

Cancellation or rescheduling requests must be made at least 7 calendar days prior to the reservation date in order to receive a full refund. If a request to cancel or reschedule a court reservation is made less than 7 calendar days prior to the reservation date, the Village reserves the right to withhold the original payment.
i. If the Village chooses to withhold this payment, and the renter is requesting a rescheduling, the original payment may not be used to pay for the new reservation.
2. If a cancellation or rescheduling request is made due to hazardous weather conditions, the Village will work with the renter to reschedule the court reservation. If the event cannot be rescheduled after a cancellation due to hazardous weather conditions, the Village will issue a reimbursement of applicable fees.
i. A renter requesting a refund due to hazardous weather conditions must do so within 24 hours of the original rental date.
ii. Hazardous weather conditions must meet a definition of hazardous weather as defined by the National Weather Service.
3. If the Village determines it is in the best interest to cancel a court reservation due to court maintenance, the Village will make efforts to notify the renter as soon as possible. The Village will work with the renter to reschedule the court reservation. If the event cannot be rescheduled after a cancellation due to court maintenance, the Village will issue a reimbursement.

## G. Pickleball

1. Unless expressly provided otherwise, pickleball courts will be subject to all other rules and regulations of this policy.
2. The fee schedule for pickleball reservations is given in Section E.
3. Cancellation request regulations are given in Section $F$.
4. Due to the high popularity of pickleball, it is in the best interest of the public to have dedicated times for open play. This will help ensure that as many people can enjoy the courts as reasonably possible. As such, no reservations may be made during the following times/days:
i. Open Play (All courts)
5. Monday-Friday: 11:00 AM - 3:00 PM
6. Saturday-Sunday: 9:00 AM - 2:00 PM
7. The Village has determined it best to block off times for organized open play reservations. This will allow resident organizations to reserve timeslots for large group play. Groups shall be comprised of a majority of Gilberts residents, and may reserve up to 8 hours per week. Qualifying organized open play groups will not be required to pay a reservation fee. The following timeslots will be available for organized open play:
i. Organized Open Play (courts 1 and 2)
8. Monday-Friday: 9:00 AM - 11:00 AM
9. Monday-Friday: 6:00 PM - 8:00 PM
10. If, during any organized open play times, a court is not in use, it shall be considered open play until a group specifically reserves a timeslot for it.
H. Registration Methods
11. In order to rent an athletic court, a completed rental application must be returned to Village Hall, along with the requisite payment based on the fee schedule in Section E.
12. Completed applications can be returned to Gilberts Village Hall, 87 Galligan Rd, Gilberts, IL 60136.
I. Signage
13. There shall be no signage permitted for any rentals of athletic courts.
J. Court Maintenance
14. All users of Village athletic courts are fully responsible for keeping courts clean, orderly, and in acceptable conditions for the next organization.
15. All rubbish is to be properly disposed of in available receptacle bins. Any violation of these rules and regulations, the General Parks Rules and Regulations, the Athletic Court/Pickleball Rules and Regulations, or any damage done to Village property may result in additional charges from the Village, as well as denials of future rental applications.

## Pavilion Rental Policy

## A. Introduction

1. The Village of Gilberts has available pavilions that may be utilized and rented out. Those wishing to utilize a pavilion must abide by the policies set forth in this document. Any violation of this document may lead to a revocation of a permit, prohibition of future athletic rental, or other decision as the Village finds suitable.
2. Any person wishing to rent a pavilion must fill out an application.
3. Pavilion rentals are for the pavilion itself, only. The park area adjacent to each pavilion shall remain open to the general public.
B. Court Applicability
4. The Village has two pavilions that can be rented out:
i. Memorial Park Pavilion
ii. Waitcus Park Pavilion
iii. Conservancy Park (FORTHCOMING)
C. Priority Given
5. Pavilion rentals are on a first come, first served basis.
D. Reservation Dates/Times
6. For pavilion rentals during a given calendar year, rental applications will be accepted beginning January 1 of the same calendar year.
7. Rentals can be made either for a full-day, or for 6 -hour increments. Half-day timeslots are for the following hours:
i. 8:00 AM $-2: 00 \mathrm{PM}$
ii. $2: 00 \mathrm{PM}-8: 00 \mathrm{PM}$
E. Fees
8. The following is the fee schedule for all users of athletic courts:

| Rental Rates |  |
| :---: | :---: |
| Charitable 501(c)(3) Organizations | $\$ 75 /$ half day; \$150/full day |
| Residents | $\$ 100 /$ half day; \$200/full day |
| Non-Residents | $\$ 125 /$ half day; \$250/full day |

## F. Cancellations

1. Renters may cancel or reschedule reservations as they need.

Cancellation or rescheduling requests must be made at least 7 calendar days prior to the reservation date in order to receive a full refund. If a request to cancel or reschedule a court reservation is made less than 7 calendar days prior to the reservation date, the Village reserves the right to withhold the original payment.
i. If the Village chooses to withhold this payment, and the renter is requesting a rescheduling, the original payment may not be used to pay for the new reservation.
2. If a cancellation or rescheduling request is made due to hazardous weather conditions, the Village will work with the renter to reschedule the court reservation. If the event cannot be rescheduled after a cancellation due to hazardous weather conditions, the Village will issue a reimbursement of applicable fees.
i. A renter requesting a refund due to hazardous weather conditions must do so within 24 hours of the original rental date.
ii. Hazardous weather conditions must meet a definition of hazardous weather as defined by the National Weather Service.
G. Registration Methods

1. In order to rent a pavilion, a completed rental application must be returned to Village Hall, along with the requisite payment based on the fee schedule in Section E.
2. Completed applications can be returned to Gilberts Village Hall, 87 Galligan Rd, Gilberts, IL 60136.

## H. Pavilion Maintenance

1. All users of Village pavilions are fully responsible for keeping pavilions clean, orderly, and in acceptable conditions. This includes the pavilion, as well as any amenities at the pavilion.
2. All rubbish is to be properly disposed of in available receptacle bins.

Any violation of this policy, the General Parks Rules and Regulations, or any damage done to Village property may result in additional charges from the Village, as well as denials of future rental applications.

## Splash Pad Policy

## A. Introduction

1. The Village of Gilberts Town Center Park includes a splash pad that may be reserved. Those wishing to utilize the splash pad must abide by the policies set forth in this document. Any violation of this document may lead to a revocation of a reservation or prohibition of future reservation.
2. Any person wishing to reserve the splash pad must fill out an application.
3. The maximum capacity for the Splash Pad is 55 persons at any given time.
B. Priority Given
4. Splash pad rentals are on a first come, first served basis.
C. Reservation Rules
5. For splash pad reservations during a given calendar year, applications will be accepted beginning January 1 of the same calendar year.
6. Reservations are for 4-hour increments: 8:00 AM - 12:00 PM or 1:00 PM - 5:00 PM.
7. Organized groups of 5 or more individuals must register for a time block.
i. Non-registration of a group of 5 or more individuals may lead to expulsion from the splash pad for the remainder of the day.
8. A given group may only reserve 1 time block per week.
9. The maximum number of a single group is 25 persons.
10. Registration of a group's use of the splash pad does not entitle the group to have exclusive use of the pad. Other individuals may use the splash pad during the reservation time, as long as the total number of users is no greater than 55 persons.
D. Fees
11. There are no fees associated with registering for the splash pad.
E. Registration Methods
12. In order to register for the splash pad, a completed rental application must be returned to Village Hall at 87 Galligan Rd, Gilberts, IL 60136.

## F. Signage

1. There shall be no signage permitted for any splash pad reservation. G. Splash Pad Maintenance
2. All users of Village splash pad are fully responsible for keeping it clean, orderly, and in acceptable conditions.
3. All rubbish is to be properly disposed of in available receptacle bins. Any violation of this policy, the General Parks Rules and Regulations, or any damage done to Village property may result in additional charges from the Village, as well as denials of future rental applications.

## VILLAGE OF GILBERTS ATHLETIC FIELD RESERVATION APPLICATION

Please complete this form and return to the Village Hall at 87 Galligan Rd, Gilberts, IL 60136. If you have any questions, you can contact the Village at 847-428-2861.

Please review the Village's Athletic Field Rental Policy prior to completing this form.
IF YOU ARE REQUESTING A COURT, TOURNAMENT, OR PAVILION
RESERVATION, OR BLOCK PERMIT, DO NOT FILL OUT THIS FORM.

Date: $\qquad$ Applicant Name: $\qquad$
Please check one of the following:
Resident $\square \quad$ Non-Competitive Organization $\square$
Non-Resident $\square \quad$ Competitive Organization $\square$

Field Requested (check one):
Memorial Park Baseball Field $\quad$ Waitcus Park Baseball Field
Town Center Park Baseball Field
Date Requested: $\qquad$ Time: $\qquad$ to $\qquad$
Event Type (check one): $\quad$ Practice $\square \quad$ Game $\square \quad$ Other $\square$
If "Other," please explain: $\qquad$

Primary Contact: $\qquad$
Address: $\qquad$
Phone: $\qquad$ Email: $\qquad$

I have read and understand the rules and regulations listed in this document and I agree to abide by them. I have read and understand the rules and regulations listed in the "Village of Gilberts Parks Policy and Athletic Facility Rental Policy" and agree to abide by them. I understand that the violation of any rule or regulation by me or by any member in my party may subject the violator to fines as provided by the Village Code, removal from the park, and/or forfeiture of use of Village facilities, including denial of future reservations applications.

I ("Applicant") hereby agree 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 Applicant or Applicant's employees, agents, or volunteers, (ii) the use of the Facilities by Applicant or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Facilities during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Applicant 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 Applicant's breach of any of its obligations under this Agreement.

Applicant Signature

Date

Emergency Contact Number

Village Representative

Date Application Received

## VILLAGE OF GILBERTS TOURNAMENT RESERVATION APPLICATION

Please complete this form and return to the Village Hall at 87 Galligan Rd, Gilberts, IL 60136. If you have any questions, you can contact the Village at 847-428-2861.

Please review the Village's Athletic Facility Rental Policy prior to completing this form.
IF YOU ARE REQUESTING A NON-TOURNAMENT RESERVATION OR A BLOCK PERMIT, DO NOT FILL OUT THIS FORM.

Date: $\qquad$ Applicant Name: $\qquad$
Address: $\qquad$

Phone: $\qquad$ Email: $\qquad$
Facility Requested (check one):
Memorial Park Baseball Field $\square \quad$ Waitcus Park Baseball Field

Town Center Park Baseball Field

Tournament reservations will last an entire weekend, including all day Saturday and Sunday. Please list the dates you would like to reserve: $\qquad$ to $\qquad$
Primary Contact: $\qquad$
Phone: $\qquad$ Email: $\qquad$
Please list all participating teams in the tournament:
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$

I have read and understand the rules and regulations listed in this document and I agree to abide by them. I have read and understand the rules and regulations listed in the "Village of Gilberts Parks Policy and Athletic Facility Rental Policy" and agree to abide by them. I understand that the violation of any rule or regulation by me or by any member in my party may subject the violator to fines as provided by the Village Code, forfeiture of deposit, removal from the park, and/or forfeiture of use of Village facilities, including denial of future reservations applications.

I ("Applicant") hereby agree 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 Applicant or Applicant's employees, agents, or volunteers, (ii) the use of the Facilities by Applicant or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Facilities during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Applicant 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 Applicant's breach of any of its obligations under this Agreement.

Applicant Signature

Date

Emergency Contact Number

Village Representative

Date Application Received

## VILLAGE OF GILBERTS ATHLETIC COURT RESERVATION APPLICATION

Please complete this form and return to the Village Hall at 87 Galligan Rd, Gilberts, IL 60136. If you have any questions, you can contact the Village at 847-428-2861.

Please review the Village's Athletic Court Rental Policy prior to completing this form.
IF YOU ARE REQUESTING A FIELD, PAVILION, OR TOURNAMENT RESERVATION, OR A BLOCK PERMIT, DO NOT FILL OUT THIS FORM.

## IF YOU ARE A QUALIFYING ORGANIZED OPEN PLAY GROUP, PLEASE FILL

 OUT THE ORGANIZED OPEN PLAY APPLICATION.Date: $\qquad$ Applicant Name: $\qquad$
Please check one of the following:
Resident $\square \quad$ Non-Resident $\square$
Court Requested (check one):
Conservancy Park (FORTHCOMING):
Pickleball Court $1 \square$
Pickleball Court $2 \square$ Tennis Court

Date Requested: $\qquad$ Time: $\qquad$ to $\qquad$
Primary Contact: $\qquad$
Address: $\qquad$

Phone: $\qquad$ Email: $\qquad$

I have read and understand the rules and regulations listed in this document and I agree to abide by them. I have read and understand the rules and regulations listed in the "Village of Gilberts Parks Policy and Athletic Facility Rental Policy" and agree to abide by them. I understand that the violation of any rule or regulation by me or by any member in my party may subject the violator to fines as provided by the Village Code, removal from the park, and/or forfeiture of use of Village facilities, including denial of future reservations applications.

I ("Applicant") hereby agree 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 Applicant or Applicant's employees, agents, or volunteers, (ii) the use of the Facilities by Applicant or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Facilities during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Applicant 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 Applicant's breach of any of its obligations under this Agreement.

Applicant Signature

Date

Emergency Contact Number

Village Representative

Date Application Received

## VILLAGE OF GILBERTS ORGANIZED OPEN PLAY ATHLETIC COURT RESERVATION APPLICATION

Please complete this form and return to the Village Hall at 87 Galligan Rd, Gilberts, IL 60136. If you have any questions, you can contact the Village at 847-428-2861.

Please review the Village's Athletic Court Rental Policy prior to completing this form.
*THIS IS AN APPLICATION FOR QUALIFYING ORGANIZED OPEN PLAY GROUPS. PLEASE ENSURE YOU QUALIFY PRIOR TO FILLING THIS FORM OUT.*

Date: $\qquad$ Applicant Name: $\qquad$
Court Requested (check one):
Conservancy Park (FORTHCOMING):
Pickleball Court $1 \square \quad$ Pickleball Court $2 \square$
Dates, Days, and Times Requested: $\qquad$
$\qquad$
$\qquad$
$\qquad$

Primary Contact: $\qquad$
Address: $\qquad$
Phone: $\qquad$ Email: $\qquad$

I have read and understand the rules and regulations listed in this document and I agree to abide by them. I have read and understand the rules and regulations listed in the "Village of Gilberts Parks Policy and Athletic Facility Rental Policy" and agree to abide by them. I understand that the violation of any rule or regulation by me or by any member in my party may subject the violator to fines as provided by the Village Code, removal from the park, and/or forfeiture of use of Village facilities, including denial of future reservations applications.

I ("Applicant") hereby agree 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 Applicant or Applicant's employees, agents, or volunteers, (ii) the use of the Facilities by Applicant or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Facilities during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Applicant 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 Applicant's breach of any of its obligations under this Agreement.

Applicant Signature

Date

Emergency Contact Number

Village Representative

Date Application Received

## VILLAGE OF GILBERTS 2024 RECREATIONAL PROGRAMMING AGREEMENT

THIS RECREATIONAL PROGRAMMING AGREEMENT ("Agreement") is made this $\qquad$ day of $\qquad$ , 2024 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and (insert entity name) (hereinafter referred to as the "Programmer").
A. FIELD USAGE. For calendar year 2024, the Village will permit Programmer to conduct the Recreational Activities on the Fields in accordance with the schedule attached hereto as $\boldsymbol{E x h i b i t} \boldsymbol{A}$. Programmer will have no rights to use the Fields outside of the dates and times identified on Exhibit A.
B. 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 [ ], who may be reached Monday-Friday from the hours of $8: 30 \mathrm{am}-3: 30 \mathrm{pm}$ at 847-428-2861.
C. PROGRAMMER OBLIGATIONS. Programmer will be responsible for the following:
5. Programmer will provide all necessary equipment for the Recreational Activities.
6. Programmer will restore the Fields after each use to the same condition as Programmer found the Fields, including the removal of any garbage or debris (water bottles, paper, ect.) as reasonably determined by the Village's Public Works Director.
7. Programmer may not store any equipment at the Fields without the express written consent of the Village.
8. Programmer will be responsible for inspecting the Fields and determining whether they are safe and suitable for the Recreational Activities.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
D. TERM OF AGREEMENT. This Agreement shall be in effect from (insert term start date), 2024 to (insert term end date), 2024. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in breach of its obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.
E. 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.
F. 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.

## G. 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
(Insert Programmer Name)

## EXHIBIT A

Schedule of Recreational Activities

4851-4064-5766, v. 1

## PAVILION RESERVATION APPLICATION

Please complete this form and return to the Village Hall at 87 Galligan Rd, Gilberts, IL 60136. If you have any questions, you can contact the Village at 847-428-2861.

Please review the Village's Pavilion Rental Policy prior to completing this form.
IF YOU ARE REQUESTING AN ATHLETIC FIELD, COURT, OR TOURNAMENT RENTAL, OR A BLOCK PERMIT, DO NOT FILL OUT THIS FORM.

| Name of Applicant: |  | Date: |
| :---: | :---: | :---: |
| Pavilion requested: | Memorial Park $\square \quad$ Waitcus Park $\square$ Conservancy Park (FORTHCOMING) |  |
| Please check one: | Resident $\square \quad$ Non-Resident $\square$ | Charitable Organization $\square$ |
| Date Requested: | Purpose of Function: |  |
| Time Requested: | 8:00 AM - 2:00 PM $\square \quad$ All Day 2:00 PM - 8:00 PM $\square$ |  |

Anticipated number of persons who will be attending: $\qquad$
Address: $\qquad$
Phone: $\qquad$
Email Address: $\qquad$

I have read and understand the rules and regulations listed in this document, and I agree to abide by them. I understand that the violation of them by any member in my party will result in denial of future reservation applications, my removal from the parks, and possibly, my, or someone in my party's arrest by the Village of Gilberts Police Department.

If you find that your reservation must be cancelled, please contact the park office as soon as possible, so that someone also may use the shelter. Refunds will be granted only if cancellation is made at least 7 calendar days prior to the date of your reservation. Further reservations will not be accepted until 1 week after current reservation expires. Facilities such as volleyball courts, jogging paths, basketball courts, and playgrounds are available to everyone using the parks to share. They may not be reserved. Please be considerate of other parties using the park.

## Applicant Signature

Date

Emergency Contact Number

Village of Gilberts Reviewer

Date

## Pavilion Rental Hold Harmless Agreement

This agreement is made this $\qquad$ day of $\qquad$ , 20 $\qquad$ at Gilberts, IL, between the Village of Gilberts, (herein referred to as "The Village") and (your name-please print) (herein referred to as "The Lessee").
The Village holds the title to real estate commonly known as (please circle one) Memorial / Waitcus Park in Gilberts, IL, along with all the buildings and accessories thereon. The Lessee has requested to use portions of (please circle one) Memorial / Waitcus Park including the pavilion for the purpose of a picnic. NOW, THEREFORE, for good and valuable consideration, the Village and the Lessee agree as follows:

1. The Lessee shall have the right to use portions of (please circle one) Memorial / Waitcus Park, including the pavilion for the purpose of a picnic on the $\qquad$ day of
$\qquad$ , 20 $\qquad$ .
2. In consideration of the use of (please circle one) Memorial / Waitcus Park including the pavilion for the purpose of a picnic, the Lessee shall save and hold harmless the Village from any and all claims, demands, causes of action, litigation or liability related to damages to the Lessee or to the property of the Lessee or to any third parties of the Lessee using (please circle one) Memorial / Waitcus Park, including the pavilion for the purpose of a picnic on the $\qquad$ day of $\qquad$ , 20 $\qquad$ .

## Reservation Fees:

Charitable
Organizations \$75/Half Day; \$150/Full Day
Residents \$100/Half Day; \$200/Full Day
Non-Residents \$125/Half Day; \$250/Full Day

Corporations/organizations over 50 people are required to send a Certificate of Insurance naming the Village of Gilberts as co-insured for the date of the function.

Residents will be required to show proof of resident status.

Charitable Organizations will be required to show proof of 501(c)(3) status.

## For your safety, please follow the rules and regulations:

- No alcoholic beverages or illegal drugs allowed
- State and Village laws apply in the parks
- Weapons of all types are prohibited
- Cooking fires are restricted to grills
- Pets must be leashed
- Pet excrement must be removed by pet owners
- Do not use equipment when wet, improperly, or without supervision
- Park in designated areas only
- No swimming or boating
- Speed limit - 10 MPH
- Run or jog only on designated trails
- Parks close at Dusk


## SPLASH PAD REGISTRATION APPLICATION

Please complete the form below and return to Village Hall, 87 Galligan Rd. Gilberts, IL, 60136. Office hours: 8:30am $-4: 30 \mathrm{pm}$ (Monday-Friday)

Name of Applicant: $\qquad$
Name of Organization: $\qquad$
Date Requested: $\qquad$ Time: $\qquad$
Anticipated number of persons who will be attending: $\qquad$
Contact Person (name, please print): $\qquad$
Address: $\qquad$
Phone: $\qquad$
I have read and understand the rules and regulations listed in this document and in the Gilberts Parks Policy, and I agree to abide by them. I understand that the violation of them by any member in my party will result in denial of future registration applications, my removal from the parks, and possibly, my, or someone in my party's arrest by the Village of Gilberts Police Department.

If you find that your registration must be cancelled, please contact the park office as soon as possible, so that someone also may use the splash pad. Facilities such as playgrounds are available for everyone using the parks to share. They may not be reserved. Please be considerate of other parties using the park.

## Applicant Signature

## Date

Emergency Contact Number

Village of Gilberts Reviewer

Date
$\qquad$都

## Splash Pad Registration Hold Harmless Agreement

This agreement is made this $\qquad$ day of $\qquad$ , 20 $\qquad$ at Gilberts, IL, between the Village of Gilberts, (herein referred to as "The Village") and (your name-please print) (herein referred to as "The Lessee").
The Village holds the title to real estate commonly known as Town Center Park Splash Pad in Gilberts, IL, along with all the buildings and accessories thereon. The Lessee has requested to use portions of splash pad. NOW, THEREFORE, for good and valuable consideration, the Village and the Lessee agree as follows:
3. The Lessee shall have the right to use portions of splash pad on the $\qquad$ day of
$\qquad$ , 20 $\qquad$ _.
4. In consideration of the use of splash pad, the Lessee shall save and hold harmless the Village from any and all claims, demands, causes of action, litigation or liability related to damages to the Lessee or to the property of the Lessee or to any third parties of the Lessee using the splash pad on the $\qquad$ day of $\qquad$ , 20 $\qquad$ .

## For your safety, please follow the rules and regulations:

- Use of the Splash Pad by organized groups is allowed from 8 a.m. to noon and 1:00 p.m. to 5:00 p.m. on days the Splash Pad is open.
- Organized groups of five (5) or more individuals must register with the Village Clerk for a time block per standard village park/pavilion registration procedures.
- A group may only reserve one time block per week with no priority for rescheduling due to weather.
- The cumulative number of group visitors for any time block will not exceed 25 persons.
- Non-registration of a group is grounds for the group to be expelled from the pad for the remainder of the day.
- The Splash Pad's capacity is determined to be 55 persons for purposes of administration.

Registrations are for Splash Pad only. The park area will be open to the general public.

In case of an emergency, call 911

