

Village of Gilberts

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

VILLAGE BOARD MEETING AGENDA

Tuesday, January 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 January 2, 2024 Village Board Meeting
 - B. A Motion to approve Bills & Payroll dated January 16, 2024
 - C. A Motion to approve Ordinance 01-2024, An Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Gilberts
 - D. A Motion to approve Resolution 04-2024, a Resolution Authorizing Approval of an Agreement with Gjovik Ford, Inc. for the Purchase of a Public Works Ford F-750 in an Amount Not to Exceed \$88,000
 - E. A Motion to approve Resolution 05-2024, a Resolution Authorizing the Purchase of Water Softener Salt for Calendar Year 2024 from Midwest Salt

5. ITEMS FOR APPROVAL

- A. A Resolution Authorizing and Approving an Agreement to Accept a Portion of the Freeman Road Improvements for the Conservancy Development (Resolution 06-2024)
- B. An Ordinance Approving the Final Plat of Subdivision and Final PUD Plans for Phase 3B of the Conservancy Development (Ordinance 02-2024)
- C. An Ordinance Approving a Plat of Re-Subdivision for the Grove Wash Development (Ordinance 03-2024)

6. ITEMS FOR DISCUSSION

- A. NKCC New Business Partnership Program
- 7. STAFF REPORTS
- 8. TRUSTEES' REPORTS
- 9. PRESIDENT'S REPORT
- 10. EXECUTIVE SESSION
- 11. ADJOURNMENT

*Public Comment Policy

Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President. If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue. During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or

Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting. The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.



VILLAGE OF GILBERTS VILLAGE BOARD MEETING MINUTES

Tuesday, January 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 and Redfield were present, as was President Zambetti. Also present was Administrator Brian Bourdeau & Village Clerk Lynda Lange. Trustees Coats and Marino were absent.

3. PUBLIC COMMENT: None

4. CONSENT AGENDA:

- **a.** A Motion to approve the Minutes from the December 5, 2023 Village Board Meeting.
- **b.** A Motion to approve Minutes from the December 6, 2023 Special Village Board Meeting.
- **c.** A Motion to ratify Bills & Payroll dated December 19, 2023.
- **d.** A Motion to approve Bills & Payroll dated January 2, 2024.
- e. A Motion to approve the October 2023 Treasurer's report.
- **f.** A Motion to approve the November 2023 Treasurer's report.
- **g.** A Motion to approve (**Resolution 01-2024**), a Resolution Approving the Purchase of a 2024 Dodge Ram 1500 Crew SSV from LaPorte Chrysler and Upfitting by Ultra Strobe Communications in an Aggregate Amount Not-to-Exceed \$53,000.
- **h.** A Motion to approve (**Resolution 02-2024**), a Resolution Approving the Purchase of an Argus Body Worn Camera System from Kustom Signals, Inc. in an Amount Not-to-Exceed \$ 37,000.
- i. A Motion to approve (Resolution 03-2024) a Resolution Approving the Purchase of a Message Trailer from Stalker Radar Applied Concepts, Inc. in an Amount Not-to-Exceed \$22,500.

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-i), as presented was made by Trustee Vanni seconded by Trustee Chapman. Roll call votes – Aye: (4) Trustees Chapman, Vanni, Allen, Redfield/Nay: (0)/Absent: (2) Trustees Coats and Marino/Abstain: (0).

- 5. ITEMS FOR APPROVAL: None
- 6. ITEMS FOR DISCUSSION: None
- 7. STAFF REPORT Administrator Brian Bourdeau advised that the streetlights have been fixed on Raymond and the Eagles Club has been notified. An overview was provided on discussions regarding migrant drop offs and processes that would occur involving Kane County Protocols and current status of the discussions regarding business development with the Chamber of Commerce.

TRUSTEE REPORTS - None

- 7. PRESIDENT'S REPORT None
- 8. EXECUTIVE SESSION None
- 9. ADJOURNMENT

There being no further public business to discuss, a motion to adjourn from the public meeting was made by Trustee Allen and seconded by Trustee Chapman at 7:05pm. Voice vote carried unanimously, - Aye: (4) Trustees Chapman, Vanni, Allen, and Redfield / Nay: 0 /Absent: (2) Trustee Coats & Trustee Marino/ Abstained: 0

The meeting ended at 7:05pm.

Respectfully submitted,

Lynda Lange

Lynda Lange Village Clerk



Village of Gilberts

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

To: President Zambetti and Board of Trustees
From: Brian Bourdeau, Village Administrator
Riley Lynch, Management Analyst

January 16, 2024 Village Board Meeting

Re: Item 4.C: An Ordinance Authorizing the Disposal of Personal Property Owned by the

Village of Gilberts

Background:

Date:

As part of the Village's fleet maintenance and replacement program, two vehicles are ready to be retired;

2017 Ford Explorer
 2009 Ford F550
 VIN: 1FM5K8AR8HGD59042
 VIN: 1FDAF57R19EA98004

The Ford Explorer was used as a squad car prior to becoming the shared pool car for Village Hall. However, with the new squads deployed at the Police Department, a Ford Focus (the Community Service Officer's vehicle) will be cycled in as the new Village Hall pool car.

The Ford F550 was replaced by a new F550 replaced as part of the Public Works fleet. It is aging and will continue to depreciate.

Both Vehicles are to be auctioned off through GovDeals, as previous surplus vehicles have.

Recommendation:

As these vehicles are no longer in use and will only continue to depreciate, Staff recommends approval of the attached ordinance authorizing the disposal of these vehicles so that they may be auctioned off.

VILLAGE OF GILBERTS

ORDINANCE 01-2024

AN ORDINANCE AUTHORIZING THE DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF GILBERTS

WHEREAS, it is the opinion of the corporate authorities of the Village of Gilberts that it is no longer necessary, useful, or in the best interest of the Village to retain ownership of the personal property described in this Ordinance; and

WHEREAS, the Village of Gilberts finds and determines that it will dispose of the personal property in a manner described in this Ordinance;

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

Section1: Recitals. The recitals set forth above are hereby incorporated into and made a part of this Ordinance as though set forth in this Section 1.

<u>Section 2:</u> <u>Disposal of Surplus Property.</u> The President and Trustees find that the personal property described in Exhibit A attached to this Ordinance ("Surplus Property") is no longer necessary or useful to the Village of Gilberts is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the Village. The Surplus Property shall be sold or disposed of in an "as is" condition.

<u>Section 3:</u> Each section, paragraph, sentence, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, other than the part affected by such decision.

Section 4: This Ordinance shall take effect upon its passage and approval according to law, and shall, by authority of the Board of Trustees, be published in pamphlet form.

PASSED BY THE BOARD OF TRUSTEES this 16th day of January, 2024 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni				
Trustee Robert Chapman				
Trustee Justin Redfield Trustee Jeanne Allen				
Trustee Frank Marino				
Trustee Brandon Coats				
President Guy Zambetti				
APPROVED THIS 16 th Da	AY OF JANU	JARY, 2024		
(SEAL)	Gı	ıy Zambetti, Vi	llage President	

Exhibit A

Surplus Items

 2017 Ford Explorer
 VIN: 1FM5K8AR8HGD59042

 2009 Ford F550
 VIN: 1FDAF57R19EA98004



Village of Gilberts

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To: President Zambetti & Board of Trustees

From: Brian Bourdeau, Village Administrator

Wade Kretsinger, Public Works Director

Date: January 16, 2024 Board Meeting

Re: Item 4.D: Purchase of a New 2024 Ford F-750 in a Not-to-Exceed Amount of

\$88,000

Background:

In the 5-year Capital Improvement Plan we will be replacing 5 trucks over the next 5 years to update our fleet. This year we will be replacing our 2009 Ford F550 with a new 2024 Ford F750.

Summary:

As part of the Villages' CIP, \$75,000 was set aside in the Capital Fund last year and \$75,000 in this year's budget for this acquisition. This Ford F750 comes as a cab and chassis. We will get quotes to add the bump body, plow with wing and salt spreader right after we purchase the truck. This truck is not expected to be completed for use this winter, the goal is to have it operational by this summer.

Conclusion:

We recommend that the Village Board of Trustees authorize the purchase of a new 2024 Ford F-750 from Gjovik Ford Inc in a not-to-exceed amount of \$88,000.

Prepared for: Wade Kretsinger, Village of Gilberts

Gilberts, IL

Office: 847-428-2861

Email: wkretsinger@villageofgilberts.com

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425

Client Proposal

Prepared by: Michael Allison Office: 815-786-3333

Quote ID: Stk9261

Date: 12/19/2023



Office: 815-786-3333

Village of Gilberts

Prepared by: Michael Allison

12/19/2023



Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

Wade Kretsinger, Village of Gilberts

Gilberts, IL

Office: 847-428-2861

Email: wkretsinger@villageofgilberts.com

Re: Quote ID Stk9261 12/19/2023

Dear Wade,

Thank you very much for this opportunity.

Sincerely,

Michael Allison

Commercial Account Manager

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Village of Gilberts

Prepared by: Michael Allison





Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

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Village of Gilberts

Prepared by: Michael Allison

12/19/2023



Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

As	Confid	gured	Ve	hicle
		7 0 0 0.		

Code **Description MSRP**

Base Vehicle

\$79,655.00 F7D Base Vehicle Price (F7D)

Engines

\$1,995.00 99E 6.7L Power Stroke V8 Turbo Diesel -

300 HP @ 2500 RPM

Includes Engine Exhaust Brake and manual regen capability. Torque: 725

ft.lbs. @ 1500 rpm.

Governed RPM: 3300. Includes CARB clean idle label - may be removed if un-necessary.

N/C 425 50-State Emissions

\$155.00 41H Engine Block Heater, Phillips, 120

Volt/750 Watt

Includes removable grille cover.

Transmissions

STD 44D Ford TorqShift HD 10-Speed

Automatic - with PTO Provision

Includes tow/haul.

Front Wheels & Tires

STD 643 Wheels, Front 22.5x8.25 White

Powder Coated Steel, 10-Hole

(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.

STD T2B Tires, Front Two 11R22.5G

Goodyear Fuel Max RSA (497

rev/mile)

Rear Wheels & Tires

STD 663 Wheels, Rear 22.5x8.25 White

Powder Coated Steel, 10-Hole

(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.

\$140.00

Goodyear Fuel Max RTD (493

rev/mile)

R2G Tires, Rear Four 11R22.5G

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices are good for 10 days from published date.

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Village of Gilberts

Prepared by: Michael Allison

12/19/2023



Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

As Configured Vehicle (cont'd)

Code **Description MSRP**

Brakes

67D

Air Brakes (4 WHEEL DRUM) -67A

N/C

Straight Truck w/Traction Control

Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Not recommended with Hi-Rail Train Systems). Deletes hand operated park brake lever.

Includes:

- Air Dryer, Bendix AD/IS w/Heater

Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).

Air Brakes (4 WHEEL DISC)

\$3,755.00

w/Traction Control

Deletes hand operated park brake lever.

Includes:

- Air Dryer, Bendix AD/IS w/Heater

Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).

18A Electronic Stability Control DELETE -\$290.00

Deletes the standard ESC feature

62D Air Dryer, Bendix AD/IS w/Heater Included

Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor)

159 Trailer Connection Socket - 7-Way, \$100.00

Wired for Turn Signals Combined

with Stop

Mounted at rear of frame, for combined trailer stop, tail, turn (compatible with trailers that use combined stop, tail, turn lights).

Front Axle and Suspension

43N 10,000 lb. Cap. Non-Driving - Dana STD

E-1002I - I-Beam Type

61C Taper-Leaf Springs, Parabolic - STD

10,000 lb. Cap

2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.

15S Front Stabilizer Bar \$490.00

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Village of Gilberts

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12/19/2023



CTD

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

As Configured	d Vehicle	(cont'd)
		()

Code	Description	MSRP
60A	Lube, Front Axle, EmGard 50W,	\$50.00
	Synthetic Oil	

Rear Axle and Suspension

475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S	SID
	NOTE: When specifying an axle ratio, check performance guidelines for starta	bility and gradeability.
68R	Multi-Leaf Springs - 23,000 lb. Cap 11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.	\$230.00
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
X6D	6.50 Axle Ratio	N/C

Wheelbase

158WB	158" Wheelbase/84" CA/49" AF/246"	STD
	OAL	

Frame

539	Single Channel - Straight 'C' 20.11	\$1,075.00
	SM, 120,000 PSI	
	2,413,200 RBM. Heat treated alloy steel; 10.375" x 3.705" x 0.438" (263.5.11.1mm).	mm x 94.1mm x
765	Bumper, Front - Full Width, Chrome	Included
	Plated Steel - (Included in (90E)	
	Exterior Appearance Group)	
86C	Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)	Included

Exhaust

91G	Under Cab, Right Side Outlet,	STD
	Switchhack-Style	

Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.

Fuel Tanks

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12/19/2023



STD

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

As (Configured	Vehicle ((cont'd)	
			` ,	

Description MSRP Code

65B Fuel Tank - LH 50 Gallon

Rectangular - Aluminum

Electrical / Alternator / Battery

Included **STDALT** Extra Heavy Duty Alternator - 12-Volt,

200 Amp Denso SC5

\$90.00 55M Jump Start Stud - Remote Mounted

\$60.00 63B Battery - Two 900 CCA, 1800 Total,

Includes Steel Battery Box

12Volt, Motorcraft.

\$100.00 16V Voltmeter

Available in message center.

Seats

\$395.00 88G 30/70 Air Ride Driver (External Air

Source) & Fixed 2-Passenger Bench

- Vinyl

Cab Interior

90A

600A Preferred Equipment Package 600A

- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals

- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center

- Engine Exhaust Brake

- Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5

- Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights

- Tow Hooks, Front (2) - Frame-Mounted, Painted Black

- Four Body Builder Switches - Mounted in Center Instrument Panel

With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.

- Floor Covering - Black Vinyl

- Intelligent Oil Life Monitor

- Steering Column - Tilt / Telescoping

- Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls

- Body Builder Wiring - At Back of Cab, Combined

Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, park lamps, back up lamps. Also includes 2 additional pass through wires to cab.

Appearance Group

\$735.00

N/C

Includes front-mounted overhead console with dual sunglass bins and integral front map reading lights.

Includes

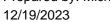
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Note: Prices are good for 10 days from published date.

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Village of Gilberts

Prepared by: Michael Allison





Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

As Configured Vehicle	(cont'd)	

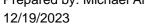
Code	Description	MSRP
	 Chrome Trimmed Air Registers w/Positive Shut-Off Power Equipment Group - (Included in (90A) Appearance Group) Includes power front side windows, power door locks and door trim panel. 	
17W	Wi-Fi 4G LTE Hotspot Delete	-\$20.00
90P	Power Equipment Group - (Included in (90A) Appearance Group) Includes power front side windows, power door locks and door trim panel.	Included
55P	110 A/C Outlet - in Lower Center Finish Panel	\$100.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
Cab Exterior		
90E	Exterior Appearance Group Includes:	\$730.00
	 Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) External - Chromed Fender Badge Chrome Grille Surround - (Included in (90E) Exterior Appearance Group) 	erior Appearance Group)
54A	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 96" Width w/Chrome Cap Integral spot mirror, sail type.	\$305.00
165	Mud Flap Holder Without Flaps	\$95.00
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
E_01	Gray	N/C
CLIDITOTAL		#00.045.00

SUBTOTAL \$90,045.00

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Village of Gilberts

Prepared by: Michael Allison





Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

As	Configured	Vehicle	(cont'd)
			\

As Configured Vehicle (Contra)		
Code	Description	MSRP
Fuel Charge (12)		\$0.00
Destination Charge		\$2,495.00
TOTAL		\$92.540.00

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Village of Gilberts

Prepared by: Michael Allison

12/19/2023



MSRP

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

Pricing Summary - Single Vehicle

	\$92,540.00
	\$92,540.00
S	
Description	MSRP
Government Fleet discount	-\$6,310.00
Documentry fee	\$347.26
Municipal M Plate	\$884.00
	\$87,461.26
	ψον, το τ.Σ
	Description Government Fleet discount Documentry fee

Customer Signature Acceptance Date

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12/19/2023

Ford

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 Quote ID: Stk9261		
Major Equipment		As Configured Vehicle MSRP
(Based on selected options, shown at right) 10-speed automatic	Exterior: Oxford White Interior: Gray	STANDARD VEHICLE PRICE \$79,655.00 Preferred Equipment Package 600A N/C
* Side assist steps	* White front wheels	50-State Emissions N/C
* White rear wheels* Disc rear wheel	* Steel rear wheels* 22.5 x 8.25-inch front and dual rear wheels	Ford TorqShift HD 10-Speed Automatic - with PTO Provision STD
* Front tires LT load rating: G	* English measure truck 279/82R22.5 AS BSW front and rear tires	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole STD
* Overdrive transmission * Transmission electronic control	* Lock-up transmission* PTO transmission provision	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile) STD
* Alternator Amps: 200A* Low-speed ABS traction control	* Aluminized steel single exhaust* Battery rating: 1800CCA	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole
Dual lead acid battery Engine block heater	* Battery run down protection * Fuel/water separator	10,000 lb. Cap. Non-Driving - Dana E-1002l - I-Beam Type STD
 * Auxiliary power take-off * Steering wheel mounted audio controls * AM/FM stereo radio 	 * Engine retarder system * Wireless audio streaming * Seek scan 	Taper-Leaf Springs, Parabolic - 10,000 lb. Cap STD 21,000 lb. Single Reduction - Open - Dana / Spicer 21060S STD
 * Auxiliary input jack * Vehicle body length: 246.0" * Cab to axle: 84.0" * Axle capacity rear: 21,000 lbs. * Axle capacity front: 10,000 lbs. 	 * External memory control * Wheelbase: 158.0" * Axle to end of frame: 49.0" * Tire/wheel capacity rear: 23,360 lbs. * Spring rating front: 10,000 lbs. 	158" Wheelbase/84" CA/49" AF/246" OAL STD Under Cab, Right Side Outlet, Switchback-Style STD Fuel Tank - LH 50 Gallon Rectangular - Aluminum STD 14 Gal. Single Tank Fuel Fill. Mandatory Charge Applied,
* Standard ride suspension	* Dual electric horn	Based On Tank Selection \$0.00

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Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

Major Equipment

- * Trip computer
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * Light tinted windows
- * Speed sensitive wipers
- Bucket driver seat
- * Low driver seat back
- * 4 driver seats way-direction
- * Two person benchfront seat
- * 4 passenger seats way-direction
- * Driver seat armrest
- * Vinyl front seat upholstery
- * Air brake system

- * Power door mirrors
- * Manual folding door mirrors
- * Daytime running lights
- * Variable intermittent front windshield wipers
- * Manual climate control
- * Folding driver seat back
- * Driver seat air suspension
- * Manual fore/aft
- * Low passenger seat back
- * Manual fore/aft
- * Front seat center armrest
- * Carpet front seatback upholstery
- * 4-wheel antilock (ABS) brakes

Fuel Economy





Hwy N/A

As Configured Vehicle	MSRP
Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	luded
Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusX Seals	(L cluded
Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusX Seals	
Manual Regen Initiation - Driver Interface in Message Center Inc	luded
Engine Exhaust Brake Inc	luded
Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights Inc	luded
Tow Hooks, Front (2) - Frame-Mounted, Painted Black Inc	luded
Four Body Builder Switches - Mounted in Center Instrum Panel Inc	
Floor Covering - Black Vinyl Inc	luded
Intelligent Oil Life Monitor Inc	luded
Steering Column - Tilt / Telescoping Inc	luded

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Village of Gilberts

Prepared by: Michael Allison

12/19/2023

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

As Configured Vehicle MSF	₹P
Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls Include	ed
Body Builder Wiring - At Back of Cab, Combined Include	ed
6.7L Power Stroke V8 Turbo Diesel - 300 HP @ 2500 RPM \$1,995.0	00
Tires, Rear Four 11R22.5G Goodyear Fuel Max RTD (493 rev/mile) \$140.0	00
Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop \$100.0	00
Air Brakes (4 WHEEL DRUM) - Straight Truck w/Traction Control	/C
Multi-Leaf Springs - 23,000 lb. Cap \$230.0	00
Single Channel - Straight 'C' 20.11 SM, 120,000 PSI \$1,075.0	00
Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box \$60.0	00
Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 96" Width w/Chrome Cap \$305.0	00
Oxford White N	/C
Electronic Stability Control DELETE -\$290.0	00
Air Dryer, Bendix AD/IS w/Heater Include	ed
Engine Block Heater, Phillips, 120 Volt/750 Watt \$155.0	00

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

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Village of Gilberts

Prepared by: Michael Allison

12/19/2023

(Tird)

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

As Configured Vehicle	MSRP
Front Stabilizer Bar	\$490.00
Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
6.50 Axle Ratio	N/C
Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00
Jump Start Stud - Remote Mounted	\$90.00
Appearance Group	\$735.00
Chrome Trimmed Air Registers w/Positive Shut-Off	Included
Power Equipment Group - (Included in (90A) Appea Group)	
110 A/C Outlet - in Lower Center Finish Panel	\$100.00
Exterior Appearance Group	\$730.00
Bumper, Front - Full Width, Chrome Plated Steel - (in (90E) Exterior Appearance Group)	
Chromed Fender Badge	Included
Chrome Grille Surround - (Included in (90E) Exterio Appearance Group)	
Mud Flap Holder Without Flaps	\$95.00
Wi-Fi 4G LTE Hotspot Delete	-\$20.00
30/70 Air Ride Driver (External Air Source) & Fixed Passenger Bench - Vinyl	

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

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Village of Gilberts

Prepared by: Michael Allison

12/19/2023

Ford

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

TOTAL \$92,540.00
Destination Charge \$2,495.00
SUBTOTAL \$90,045.00
Air Brakes (4 WHEEL DISC) w/Traction Control \$3,755.00
Voltmeter \$100.00
Gray N/C
As Configured Vehicle MSRP

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Village of Gilberts

Prepared by: Michael Allison

12/19/2023



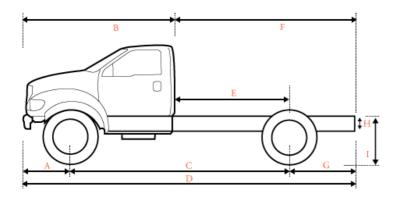


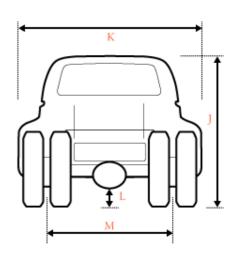
2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.





Dimensions

A	Front of Bumper to Front Axle	39.00 in.
В	Front Bumper to Back of Cab (BBC)	113.00 in.
C	Wheelbase (WB)	158.00 in.
D	Overall Length (OAL)	246.00 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	133.00 in.
G	Rear Axle to End of Frame (AF)	49.00 in.
H	Frame Section Height	10.40 in.
1	Rear Frame Height Unloaded	38.20 in.
1	Rear Frame Height Loaded	36.80 in.
J	Cab Height	94.90 in.
K	Body Width	
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	83.50 in.
M	Rear Tread	72.70 in.

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Village of Gilberts

Prepared by: Michael Allison

12/19/2023

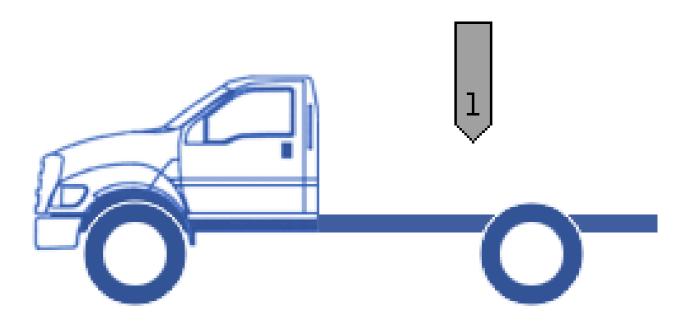


Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

Vehicle Dimension and Performance Summary (cont'd)



Weight

Licensing

GVWR exceeds 26,000 lbs and requires a Commercial Driver's License (CDL). Contact your local state commercial driver licensing office for specifics on what your state requires.

GVW	Front Axle	Rear Axle	Totals
Chassis	6,788 lbs		10,781 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	200 lbs	100 lbs	300 lbs
1 Max Payload - (Max Payload)	3,012 lbs	16,907 lbs	19,919 lbs
TOTAL	10,000 lbs	21,000 lbs	31,000 lbs
Ratings	Front Axle	Rear Axle	GVWR
			<u> </u>
GAWR	10,000 lbs	21,000 lbs	31,000 lbs
GAWR Wheels/Tires	10,000 lbs		
	10,000 lbs 12,350 lbs	21,000 lbs	
Wheels/Tires	10,000 lbs 12,350 lbs 10,000 lbs	21,000 lbs 23,360 lbs 23,000 lbs	

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Village of Gilberts

Prepared by: Michael Allison

12/19/2023



Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Shift Indicator

Vehicle equipped without Park Pawl. Shift indicator will display RNDM.

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	31.88 %
Start grade capability in reverse	4.70	15.00 %	32.44 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	5.96 %
Maximum grade in 9th gear	0.69	3.00 %	4.81 %
Maximum grade in 10th gear	0.63	3.00 %	4.43 %
Speed		Desired	Calculated
Speed Top Speed (level grade)			
			
Top Speed (level grade)	xle ratio of 8.47	75 mph	
Top Speed (level grade) To meet your requirement you need a maximum a	xle ratio of 8.47	75 mph	

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Village of Gilberts

Prepared by: Michael Allison

12/19/2023



Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Quote ID: Stk9261

Vehicle Dimension and Performance Summary (cont'd)

Variables in Use

Start

Rear axle ratio:	6.50	Clutch engagement torque:	363 ft.lbs.
Tire size:	11R22.5 (493 rev/mile)	Torque conversion ratio:	1.97

Gross Vehicle Weight (GVW): 31,000 lbs

Grade

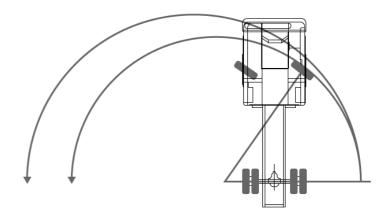
Rear axle ratio:	6.50	Gross Vehicle Weight (GVW):	31,000 lbs
Tire size:	11R22.5 (493 rev/mile)	Peak engine torque:	725 ft.lbs.
	rev/irille)		

Speed

Engine Power:	300 hp @ 2,500 rpm	Worst road surface	Typical Highway
Governed RPM:	3,300 rpm	Final Drive Ratio:	0.63
Frontal Area:	57.68 Sq.Ft.	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

Turning Radius

Turning radius to curb:	21.92 ft
Turning radius to bumper:	23.49 ft



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

VILLAGE OF GILBERTS

RESOLUTION 04-2024

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH GJOVIK FORD, INC. FOR THE PURCHASE OF A PUBLIC WORKS FORD F-750 IN AN AMOUNT NOT TO EXCEED \$88,000

- WHEREAS, the Village of Gilberts ("Village") has a Public Works Department, which maintains Village streets and other Village infrastructure, which activities include snow removal operations; and
- WHEREAS, the Village currently maintains a fleet of Ford trucks and snow plowing equipment; and
- **WHEREAS**, the Village has funds in the CY2024 Budget for the purchase of a new Ford F-750 as part of the Village's equipment Capital Improvement Plan; and
- **WHEREAS**, due to ongoing inventory challenges, the Village sought out geographically close dealerships with available inventory with Gjovik Ford, Inc. being the most responsive;

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 2024 Ford F-750 for the Public Works Department from Gjovik Ford, Inc. in an amount not to exceed \$88,000.
- Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the purchase of the 2024 Ford F-750 from Gjovik Ford, 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).
- <u>Section 4.</u> <u>Effective Date.</u> 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 16th day of January, 2024.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni				
Trustee Robert Chapman				
Trustee Justin Redfield				
Trustee Jeanne Allen				
Trustee Frank Marino				
Trustee Brandon Coats President Guy Zambetti				
Tresident Guy Zamoetti				
A DDD OLVED TIME 1 cth D AV OF 1		2024		
APPROVED THIS 16th DAY OF.	JANUARY,	2024		
	Guy Zaml	petti, Village Pi	esident	
(SEAL)	·	_		
ATTEST:				
ATTEST: Lynda Lange, Villa	ge Clerk	_		



Village of Gilberts

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

To: President Zambetti & Board of Trustees

From: Brian Bourdeau, Village Administrator

Wade Kretsinger, Public Works Director Zach Ruemelin, Utilities Superintendent

Date: January 16, 2024 Board Meeting

Re: Item 4.E: Approve a contract with Midwest Salt for the Purchase of Water Softener

Salt for 2024

Background:

The Village uses around 600 tons of Southern Rock Salt as part of our water treatment process. The salt is used in the process of softening the Village's water at the treatment plant to remove certain minerals and reduce the hardness for the Village's residents.

Summary:

The Village participated in the 2024 Southern Rock Salt joint bid with the McHenry County Joint Purchasing Cooperative. Last year Midwest Salt won the bid and the Village paid \$130.00 /ton. For 2024 Midwest Salt was the low/only bid and they came in at \$146.00/ton. The Village will continue to receive delivery by truck with a pneumatic trailer.

The increase in price is due to availability and increased cost of trucking. The bid also includes an alternative for Solar Salt at the same price of \$146.00/ton, due to the availability of Southern Rock Salt.

Conclusion:

The Village staff is seeking the Village Board to award our portion of the bid with McHenry County Joint Purchasing Cooperative to Midwest Salt and subsequently enter into an agreement with Midwest Salt for the 2024 calendar year for the purchase of Southern Rock Salt.



City of Woodstock Department of Public Works 2024 Water Softener Salt Joint Bid

Bid Opening: 10:00 am, Friday, December 1, 2023 Council Consideration: Tuesday, December 19, 2023

			Colon Colt			
	BASE BID YR 1	BASE BID YR 2	Solar Salt			
BIDDER	(9,860 TONS EST) Annual Cost	(9,860 TONS EST) Annual Cost	Comments/ Exceptions			
Morton Salt Chicago, IL	No Bid	No Bid				
Compass Minerals Overland Park, KS	\$0.00	\$0.00				
Midwest Salt West Chicago, IL	\$1,439,560.00	\$0.00				
		Con	trolled Flow Slotted Tailgate (25	ton capacity)		
BIDDER		2024 Unit Price	2024 Cost	2025 Unit Price	2025 Cost	
	Total for All Agencies	Base Bid Year 1	Bid Total for All Agencies	Base Bid Year 2	Bid Total for All Agencies	
Morton Salt Chicago, IL		No Bid	No Bid	No Bid	No Bid	
Compass Minerals Overland Park, KS	Estimated quantity 7,763 tons	\$0.00	\$0.00	\$0.00	\$0.00	
Midwest Salt West Chicago, IL		\$146.00	\$1,133,398.00	\$0.00	\$0.00	
			Truck & Pup			
BIDDER		2023 Unit Price	2024 Cost	2025 Unit Price	2025 Cost	
Morton Salt	Total for All Agencies	Base Bid Year 1	Bid Total for All Agencies	Base Bid Year 2	Bid Total for All Agencies	
Chicago, IL Compass Minerals	Estimated quantity	No Bid	No Bid	No Bid	No Bid	
Overland Park, KS	697 tons	\$0.00	\$0.00	\$0.00	\$0.00	
Midwest Salt West Chicago, IL		\$146.00	\$101,762.00	\$0.00	\$0.00	
			Truck with Pneumatic			
BIDDER		2024 Unit Price	2024 Cost	2025 Unit Price	2025 Cost	
Morton Salt	Total for All Agencies	Base Bid Year 1	Bid Total for All Agencies	Base Bid Year 2	Bid Total for All Agencies	
Chicago, IL Compass Minerals	Estimated quantity	No Bid	No Bid	No Bid	No Bid	
Overland Park, KS Midwest Salt	1,400 tons	\$0.00	\$0.00	\$0.00	\$0.00	
West Chicago, IL		\$146.00	\$204,400.00	\$0.00	\$0.00	
		ALTEDNIATE ILC	. Produced Southern Rock S	Calt		
212252	(9,860 TONS EST)	(9,860 TONS EST)		Sait		
BIDDER	Annual Cost 2024	Annual Cost 2025	Comments/ Exceptions			
Morton Salt Chicago, IL	No Bid	No Bid				
Compass Minerals Overland Park, KS	\$1,585,994.00	\$0.00				
Midwest Salt West Chicago, IL	\$1,439,560.00	\$0.00				
		Con	strolled Flow Slotted Tailgate (25	ton canacity)		
BIDDER		2024 Unit Price	2024 Cost	2025 Unit Price	2025 Cost	
	Total for All Agencies	Base Bid Year 1	Bid Total for All Agencies	Base Bid Year 2	Bid Total for All Agencies	
Morton Salt Chicago, IL		No Bid	No Bid	No Bid	No Bid	
Compass Minerals Overland Park, KS	Estimated quantity 7,763 tons	\$160.00	\$1,242,080.00	\$0.00	\$0.00	
Midwest Salt West Chicago, IL		\$146.00	\$1,133,398.00	\$0.00	\$0.00	
	Truck & Pup					
BIDDER	Ī	2024 Unit Price	2024 Cost	2025 Unit Price	2025 Cost	
	Total for All Agencies	Base Bid Year 1	Bid Total for All Agencies	Base Bid Year 2	Bid Total for All Agencies	
Morton Salt Chicago, IL		No Bid	No Bid	No Bid	No Bid	
Compass Minerals Overland Park, KS	Estimated quantity 697 tons	\$162.00	\$112,914.00	\$0.00	\$0.00	
Midwest Salt West Chicago, IL		\$146.00	\$101,762.00	\$0.00	\$0.00	
BIDDER		2024 Unit Price	Truck with Pneumatic 2024 Cost	2024 Unit Price	2024 Cost	
DIBULIN	Total for All Agencies	Base Bid Year 1	Bid Total for All Agencies	Base Bid Year 2	Bid Total for All Agencies	
Morton Salt Chicago, IL		No Bid	No Bid	No Bid	No Bid	
			+	1		
Compass Minerals	Estimated quantity 1,400 tons	\$165.00	\$231,000.00	\$0.00	\$0.00	
	Estimated quantity 1,400 tons	\$165.00 \$146.00	\$231,000.00 \$204,400.00	\$0.00 \$0.00	\$0.00	

VILLAGE OF GILBERTS

RESOLUTION 05-2024

A RESOLUTION AUTHORIZING THE PURCHASE OF WATER SOFTENER SALT FOR CALENDAR YEAR 2024 FROM MIDWEST SALT

WHEREAS, the Village of Gilberts ("Village") operates and maintains a water treatment facility; and

WHEREAS, the Village utilizes water softener salt as part of the water treatment process; and

WHEREAS, the Village annually budgets for the purchase of water softener salt for the treatment process; and

WHEREAS, Public Works participated in a joint bid effort with multiple neighboring municipalities as part of the McHenry County Joint Purchasing Cooperative for the purchase of water softener salt with the lowest responsive and responsible bidder being Midwest Salt at \$146.00 per ton;

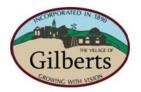
THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

- **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.
- <u>Section 2</u>. <u>Approval; Authorization</u>. The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with Midwest Salt for the purchase of water softener salt at a rate of \$146.00 per ton.
- <u>Section 3.</u> <u>Effective Date.</u> 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 16th day of January, 2024.

Trustee Robert Vanni	 		
Trustee Frank Marino			
Trustee Brandon Coats	 		
Trustee Jeanne Allen	 		
Trustee Robert Chapman	 		
Trustee Justin Redfield	 		
President Guy Zambetti	 		

APPROVED	O THIS 16 th DAY OF JANUARY, 2024.	
(SEAL)	Guy Zambetti, Village President	
ATTEST:	Lynda Lange, Village Clerk	



Village of Gilberts

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

To: President Zambetti and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: January 16, 2024 Village Board Meeting

Re: Item 5.A: Acceptance of Public Improvements, Freeman Road

Background:

As part of the Annexation Agreement (as amended), Public Improvements Agreement (PIA) and other approvals for the Conservancy Development, Gilberts Development LLC was required to construct certain public improvements including an expansion of the water treatment plant, construction of two new deepwater wells and certain improvements to Freeman Road.

The Developer has completed a substantial portion of the improvements to Freeman Road as shown on the approved engineering plans submitted by Manhard. However, there is a portion of the project at the intersection of Freeman Road and Galligan Road that requires the relocation of existing Nicor facilities that interfere with the completion of the work. Currently, the Kane County Department of Transportation is undertaking a Phase I Engineering study to examine potential future intersection improvements, which may impact the relocation of the Nicor facilities. Due to this uncertainty, the Developer has asked the Village to accept the completed portion of the Freeman Road project and has agreed to post security with the Village for the remaining work, including the Nicor facilities relocation. The Village Engineer has reviewed the total value of work completed prepared by Manhard and concurs in a required Maintenance Bond of \$85,442.05 to be provided by the Developer. Furthermore, the Village Engineer has reviewed the estimated cost to complete prepared by Manhard and recommends a Public Improvements Bond in the amount of \$1,126,110.00 (EOPC+25%) to be posted and maintained by the Developer until the outstanding work is completed.

Attached for Village Board consideration is a Partial Acceptance Agreement for Freeman Road, which accepts the completed portion of the road as well as establishes security for the remaining work. The agreement further ensures the Developer will be responsible for the entire costs for the remaining work, including the Nicor facilities relocation.

Please note, the Village is only accepting the Developer improvements to Freeman Road. The water system improvements required by the PIA are not being considered for acceptance at time. Village staff recommends approval of the attached Resolution and Agreement.

Attachments

- A) Total Value of Work Completed prepared by Manhard dated November 27, 2023
- B) Estimated Cost to Complete prepared by Manhard dated September 29, 2023
- C) Resolution Providing for the Partial Acceptance Agreement (Freeman Road)



ENGINEER'S OPINION OF PROBABLE COST THE CONSERVANCY - FREEMAN ROAD VILLAGE OF GILBERTS 11/27/2023

Costs are based on plans dated 10/15/18 versus obervations of work complete as of this date

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEE	DULE I - EXCAVATION AND GRADING IMPROVEMENTS				
1	Site Clearing / Grubbing / Excavation	1	LUMP SUM	\$75,000.00	\$75,000.00
2	6" Topsoil Respread and Seeding	7,267	SY	\$4.50	\$32,701.50
3	Erosion Control Blanket	7,267	SY	\$2.50	\$18,167.50
4	Seeding Class 2A	1.50	ACRE	\$4,000.00	\$6,000.00
5	Temporary Culvert Inlet Protection	12	EACH	\$500.00	\$6,000.00
6	Silt Curtain	65.00	LF	\$25.00	\$1,625.00
TOTAL	SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS				\$139,494.00
SCHEE	DULE II - ROADWAY IMPROVEMENTS				
1	Full Depth Sawcut	2,958	LF	\$4.25	\$12,571.50
2	Pavement Removal	1,300	SY	\$12.00	\$15,600.00
3	Variable Depth Pavement Removal	9,066	SY	\$3.75	\$33,997.50
4	Strip Reflective Crack Control	3,118	LF	\$1.25	\$3,897.50
5	Aggregate Base Course - 4"	6,435	SY	\$6.00	\$38,610.0
6	Aggregate Base Course - 6"	1,284	SY	\$13.00	\$16,692.0
7	Bituminous Shoulders - 2.5" Surface Course, N50	1,284	SY	\$14.25	\$18,297.0
8	Bituminous Base Course Superpave - 8"	6,435	SY	\$35.00	\$225,225.00
9	Bituminous Concrete Binder Course Superpave N50 - 2.25"	6,435	SY	\$8.00	\$51,480.0
10	Bituminous Concrete Surface Course Superpave N50 - 1.5"	15,319	SY	\$5.50	\$84,254.50
11	Leveling Binder (Machine Method) Superpave, N50 Allowance	320	TON	\$85.00	\$27,200.00
12	Miscellaneous Pavement Repairs	1	LUMP SUM	\$98,716.00	\$98,716.0
13	Thermoplastic Pavement Marking Letters & Symbols	195	SY	\$12.50	\$2,437.50
14	Thermoplastic Pavement Marking 4"	10,150	LF	\$1.00	\$10,150.00
15	Thermoplastic Pavement Marking 6"	643	LF	\$1.50	\$964.50
16	Thermoplastic Pavement Marking 12"	373	LF	\$2.50	\$932.50
17	Thermoplastic Pavement Marking 24"	26	LF	\$3.50	\$91.0
18	15" RCP Storm Sewer, Class IV	105	LF	\$32.00	\$3,360.00
19	15" Concrete Flared End Section w/Grate	2	EACH	\$1,600.00	\$3,200.00
20	Extend 43" x 68" Elliptical RCP Culvert	8.5	LF	\$500.00	\$4,250.00
21	43"x68" Concrete End Section	1	EACH	\$6,000.00	\$6,000.0
22	Relocation Existing Mailbox	7	EACH	\$500.00	\$3,500.00
23	Relocate Existing Sign	5	EACH	\$500.00	\$2,500.00
24	Guard Rail	48	LF	\$750.00	\$36,000.00
25	Traffic Control	1	LUMP SUM	\$15,000.00	\$15,000.00
TOTAL	SCHEDULE II - ROADWAY IMPROVEMENTS				\$714,926.50

\$854,420.50

Prepared By: Manhard Consulting, Ltd. 700 Springer Drive Lombard, Illinois 60148

TOTAL

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.

Total Value of Work Completed for Freeman Road Improvements (based on 2018 EOPC)



ENGINEER'S OPINION OF PROBABLE COST THE CONSERVANCY - FREEMAN ROAD COST TO COMPLETE VILLAGE OF GILBERTS 9/29/2023

Costs are based on a comparison of the complete roadway plans dated 10/15/2018, versus existing conditions as of this date.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHED	ULE I - ON-SITE ROADWAY IMPROVEMENTS				
1	Grading and Erosion Control	1	LUMP SUM	\$2,500.00	\$2,500.00
2	Full Depth Sawcut	160	LF	\$4.25	\$680.00
3	Bituminous Surface Removal, 1.5"	244	SY	\$3.75	\$915.00
4	Leveling Binder (Machine Method), N50	1	ALLOWANCE	\$1,000.00	\$1,000.00
5	Aggregate Base Course - 4"	640	SY	\$6.00	\$3,840.00
6	Aggregate Base Course - 6"	66	SY	\$13.00	\$858.00
7	Bituminous Base Course Superpave - 8"	640	SY	\$35.00	\$22,400.00
8	Bituminous Concrete Binder Course Superpave N50 - 2.25'	640	SY	\$8.00	\$5,120.00
9	Bituminous Concrete Surface Course Superpave N50 - 1.5'	884	SY	\$5.50	\$4,862.00
10	Bituminous Shoulders - 2.5" Surface Course, N50	66	SY	\$14.25	\$940.50
11	Thermoplastic Pavement Marking Letters & Symbols	12	SY	\$12.50	\$150.00
12	Thermoplastic Pavement Marking 4"	2,928	LF	\$1.00	\$2,928.00
13	Thermoplastic Pavement Marking 6"	242	LF	\$1.50	\$363.00
14	Thermoplastic Pavement Marking 12"	107	LF	\$2.50	\$267.50
15	Thermoplastic Pavement Marking 24"	24	LF	\$3.50	\$84.00
16	Nicor Equipment/Main Relocation (Cost direct from Nicor)	1	LUMP SUM	\$853,980.00	\$853,980.00
TOTAL	SCHEDULE I - ON-SITE ROADWAY IMPROVEMENTS				\$900,888.00
TOTAL					\$900,888.00

Prepared By: Manhard Consulting, Ltd.

700 Springer Drive Lombard, Illinois 60148

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees landscaping, dewatering, maintenance, bonds or the like.



9-29-2023 EXP 11-30-2023

Total Value of Work Remaining for Freeman Road Improvements (including NICOR)

RESOLUTION NO. 06-2024

RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT TO ACCEPT A PORTION OF THE FREEMAN ROAD IMPROVEMENTS FOR THE CONSERVANCY DEVELOPMENT

WHEREAS, Developer owns the +/- 914-acre property generally located southwest of the intersection of Hunter Road and Kreutzer Road in Gilberts, Illinois ("*Property*"); and

WHEREAS, Developer has begun the multi-phase construction of a residential development on the Property containing single-family homes, townhomes, and related infrastructure and improvements, commonly known as the Conservancy Development ("**Development**"); and

WHEREAS, the Development is subject to a variety of ordinances and agreements, including without limitation, an Annexation and Development Agreement and amendments thereto ("Annexation Agreement"), a Public Improvements Agreement ("PIA"), and various subdivision and zoning ordinance approvals; and

WHEREAS, pursuant to the Annexation Agreement and the PIA, as well as the Village's subdivision regulations, Developer is required to construct certain public improvements to serve the Development, including without limitation, the widening of Freeman Road to the extent necessary for turn lane intersection improvements at Galligan Road ("Freeman Road Project"); and

WHEREAS, Developer has completed nearly all of the Freeman Road Project, except for a portion of the Project at the intersection of Freeman Road and Galligan Road ("Remaining Work"); and

WHEREAS, Developer's delay in completing the Remaining Work is due to the need to relocate existing NICOR facilities that interfere with the completion of the Freeman Road Project as well as uncertainty as to a Kane County Department of Transportation future road work project on and around the intersection of Freeman and Galligan Roads; and

WHEREAS, Developer has asked the Village to accept the completed portion of the Freeman Road Project, and has agreed to post security with the Village for the costs of the Remaining Work which includes the costs of relocating NICOR's facilities; and

WHEREAS, the Village is willing to accept the completed portion of the Freeman Road Project, subject to the terms and conditions of the Partial Acceptance Agreement attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, IN KANE COUNTY, ILLINOIS, as follows:

Section 1. Approval of Agreement. The Village Board hereby approves the Partial Acceptance Agreement (Freeman Road) attached to this Agreement as Exhibit A. The Agreement will not take effect until after all of the following conditions have been met: (1) the Agreement is executed by both parties; (2) Developer posts the required security for the Remaining Work in the amount set forth in the Agreement; and (3) Developer posts maintenance security for the Completed Portion of Freeman Road in the amount set forth in the Agreement.

Section 2. Effective Date. Upon its passage and approval according to law, this Resolution shall, by authority of the Board of Trustees, be published in pamphlet form.

PASSED BY THE BOARD OF TRUSTEES this 16th day of January, 2024, as follows:

	Ayes	Nays	Absent	<u>Abstain</u>		
Trustee Robert Vanni Frustee Robert Chapman Frustee Justin Redfield Frustee Jeanne Allen Frustee Frank Marino Frustee Brandon Coats President Guy Zambetti						
	A	PPROVED TH	IS 16 th DAY Ol	F January, 2024.		
		Guy Zambetti, Village President				
(SEAL) ATTEST:	a Lange, Vil	lage Clerk	_			

Exhibit A

Agreement

PARTIAL ACCEPTANCE AGREEMENT (FREEMAN ROAD)

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2024 ("Effective Date") by and between Gilberts Development, LLC, a Delaware limited liability company ("Developer") and the Village of Gilberts, an Illinois municipal corporation ("Village") (collectively, the Developer and Village are the "Parties").

RECITALS

WHEREAS, Developer owns the +/- 914-acre property generally located southwest of the intersection of Hunter Road and Kreutzer Road in Gilberts, Illinois, which property is legally described on **Exhibit A** ("**Property**"); and

WHEREAS, Developer has begun the multi-phase construction of a residential development on the Property containing single-family homes, townhomes, and related infrastructure and improvements, commonly known as the Conservancy Development ("**Development**"); and

WHEREAS, the Development is subject to a variety of ordinances and agreements, including without limitation, an Annexation and Development Agreement and amendments thereto ("Annexation Agreement"), a Public Improvements Agreement ("PIA"), and various subdivision and zoning ordinance approvals; and

WHEREAS, pursuant to the Annexation Agreement and the PIA, as well as the Village's subdivision regulations, Developer is required to construct certain public improvements to serve the Development, including without limitation, the widening of Freeman Road to the extent necessary for turn lane intersection improvements at Galligan Road, in the location depicted on **Exhibit B** ("Freeman Road Project"); and

WHEREAS, Developer has completed nearly all of the Freeman Road Project, except for a portion of the Project at the intersection of Freeman Road and Galligan Road as depicted in **Exhibit C** to this Agreement ("**Remaining Work**"); and

WHEREAS, Developer's delay in completing the Remaining Work is due to the need to relocate existing NICOR facilities that interfere with the completion of the Freeman Road Project as well as uncertainty as to a Kane County Department of Transportation future road work project on and around the intersection of Freeman and Galligan Roads; and

WHEREAS, Developer has asked the Village to accept the completed portion of the Freeman Road Project, and has agreed to post security with the Village for the costs of the Remaining Work which includes the costs of relocating NICOR's facilities; and

- **WHEREAS**, the Village is willing to accept the completed portion of the Freeman Road Project, subject to the terms and conditions of this Agreement.
- **NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Developer and Village agree as follows:
- **Section 1. Recitals and Exhibits.** The foregoing recitals and all exhibits attached to this Agreement are incorporated as though fully set forth in this Section 1.
- Section 2. Conveyance of Completed Portion of Freeman Road. Developer hereby conveys and warrants all right, title, and interest in the completed portion of the Freeman Road Project, as depicted on Exhibit D ("Completed Portion of Freeman Road"), for public use and benefit (but not the underlying or adjacent utility, sanitary sewer, drainage, public improvements, or any other roads), free and clear of all liens, claims, encumbrances, and restrictions and has provided to the Village all lien waivers for this work. Developer and its respective successors, parents, predecessors, insurers, heirs, assigns, agents, representatives, shareholders, members, officers, and directors, agree to indemnify and hold the Village harmless from all liability, loss, or damage of any nature, including attorneys' fees and expenses, either now or in the future, arising from any lien claim, encumbrance, or restriction on the Completed Portion of Freeman Road existing prior to the effective date of this Agreement.
- Section 3. Acceptance of Completed Portion of Freeman Road. Subject to the Developer complying with this Agreement's terms, including, without limitation, those set forth in Sections 2 and 4, the Village Board agrees to accept the Completed Portion of Freeman Road. Nothing in this Agreement excuses Developer from its obligation to complete the entire Freeman Road Project as described in and required by the Annexation Agreement, PIA, and other approvals and regulations, or to complete any of the other required public improvements for the Development, all at Developer's sole cost and expense.
- Section 4. Security for the Remaining Work. As a condition to the approval and execution of this Agreement, Developer has posted and agrees to maintain performance security in the amount of \$1,126,110.00, as approved by the Village Engineer, to secure the completion of the Remaining Work, including the NICOR relocation costs ("Posted Security"). Upon notification by the Village that the Posted Security is no longer sufficient to secure the costs of the Remaining Work (including the NICOR relocation costs), Developer agrees to increase the Posted Security in an amount requested by the Village within 14 days of the Village's request. Developer will be responsible for the entire costs of the Remaining Work (including the NICOR relocation costs), including any costs that exceed the amount of the Posted Security.
- Section 5. Maintenance Security. Developer agrees to post maintenance security for the completed portion of the Freeman Road Project as required by the Annexation Agreement and PIA and in the amount of \$85,442.05, as approved by the Village Engineer, which maintenance security must remain in place and be valid for 12 months ("Maintenance Security").

<u>Section 6.</u> <u>Enforcement.</u> The Village may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement.

Section 7. General Provisions.

- A. <u>Rights Cumulative</u>. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are exclusive of any other rights, remedies, or benefits allowed by law or contained in other agreements or approvals governing the Development.
- B. <u>Governing Law</u>. This Agreement will be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for disputes arising from or related to this Agreement or the Property will be in the Illinois Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.
- C. <u>Assignment</u>. The Developer may not assign, convey, transfer or otherwise alienate any of the Developer's rights or obligations under this Agreement without the Village's prior written consent.
- D. <u>Interpretation</u>. This Agreement will be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.
- E. <u>Amendments and Modifications</u>. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all Requirements of Law.
- F. <u>Authority to Execute</u>. The Village hereby warrants and represents to the Developer that the person executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities of the Village. The Developer hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Agreement and agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer to the Property are subject.
- G. <u>No Third-Party Beneficiaries</u>. Nothing herein, express or implied, is intended to or will confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

H. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will constitute an original document, which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

GILBERTS DEVELOPMENT, LLC, a Delaware limited liability company	VILLAGE OF GILBERTS, an Illinois municipal corporation			
By:	By:Village Administrator			
Dated:	Dated:			

Exhibit A

Legal Description of the Property

PARCEL 1:

THE WEST 87 LINKS OF GOVERNMENT LOT 1 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 4 RODS OF THE EAST 3 RODS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11 TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, SAID PARALLEL LINE BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN AND BELVIDERE ELECTRIC COMPANY IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 6:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 7:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 8:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 9:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 2 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF

THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 10:

THE NORTH HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 4 RODS OF THE WEST 3 RODS THEREOF) OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 11:

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, (EXCEPT THE WEST 87 LINKS OF THE NORTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER AND ALSO EXCEPT THAT PART OF SAID NORTHWEST FRACTIONAL LYING NORTHEASTERLY OF THE CENTER LINE OF HUNTLEY ROAD), ALSO THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

Parcel Identification Numbers: 02-02-100-007; 02-02-100-008; 02-02-300-002; 02-02-300-003; 02-02-300-004; 02-02-400-002; 02-11-100-003; 02-11-100-010; 02-11-200-001; 02-11-200-003; 02-11-200-005; 02-11-200-007; 02-11-2300-008; 02-11-400-003; 02-11-400-004; 02-11-400-005; 02-11-475-012; 02-11-425-001; 02-11-475-001; 02-11-425-010; 02-11-401-016; 02-11-296-001; 02-11-401-001; 02-11-401-008; 02-11-401-015; 02-11-350-007; 02-11-404-010; 02-11-475-013; 02-11-401-014; 02-11-401-013; 02-11-401-012; 02-11-401-011; 02-11-401-010; 02-11-401-009; 02-11-401-008; 02-11-401-007; 02-11-401-006; 02-11-401-005; 02-11-401-004; 02-11-401-003; 02-11-401-002; 02-11-296-002; 02-11-402-001; 02-11-402-002; 02-11-402-003; 02-11-348-001; 02-11-402-004; 02-11-348-002; 02-11-402-005; 02-11-348-003; 02-11-348-004; 02-11-350-006; 02-11-350-005; 02-11-350-004; 02-11-404-004; 02-11-350-003; 02-11-404-003; 02-11-350-002; 02-11-404-002; 02-11-350-001; 02-11-404-0011 02-11-404-006; 02-11-404-007; 02-11-404-008; 02-11-404-009; 02-11-451-001; 02-11-451-011; 02-11-451-002; 02-11-451-012; 02-11-451-003; 02-11-451-013; 02-11-451-004; 02-11-451-014; 02-11-451-005; 02-11-451-015; 02-11-451-006; 02-11-451-016; 02-11-451-007; 02-11-451-017; 02-11-451-008; 02-11-451-018; 02-11-451-009; 02-11-451-019; 02-11-451-010; 02-11-451-020; 02-11-349-001; 02-11-349-002; 02-11-349-003; 02-11-349-004; 02-11-349-005; 02-11-349-006; 02-11-349-007; 02-11-349-008; 02-11-349-009; 02-11-403-001; 02-11-403-002; 02-11-403-003; 02-11-403-004; 02-11-403-005; 02-11-403-006; 02-11-403-007; 02-11-403-008; 02-11-403-009; 02-11-405-001; 02-11-405-002; 02-11-405-003; 02-11-405-004; 02-11-405-005; 02-11-405-006; 02-11-405-007; 02-11-405-008; 02-11-405-009; 02-11-405-010; 02-11-405-011; 02-11-405-012; 02-11-405-013; 02-11-405-014; 02-11-405-015; 02-11-405-015; 02-11-405-016; 02-11-405-017; 02-11-405-018; 02-11-405-019; 02-11-425-002; 02-11-425-003; 02-11-425-004; 02-11-425-005; 02-11-425-006; 02-11-425-007; 02-11-425-008; 02-11-425-009; 02-11-425-010; 02-11-425-011; 02-11-425-012; 02-11-425-013; 02-11-425-014; 02-11-425-015; 02-11-425-016; 02-11-425-017; 02-11-425-018; 02-11-425-019; 02-11-425-020; 02-11-452-001; 02-11-452-002; 02-11-452-003; 02-11-452-004; 02-11-452-005; 02-11-452-006; 02-11-452-007; 02-11-452-008; 02-11-452-009; 02-11-452-010; 02-11-452-011; 02-11-452-012; 02-11-452-013; 02-11-452-014; 02-11-452-015; 02-11-452-016; 02-11-452-017; 02-11-452-018; 02-11-452-019; 02-11-475-002; 02-11-475-003; 02-11-475-004; 02-11-475-005; 02-11-475-006; 02-11-475-007; 02-11-475-008; 02-11-475-009; 02-11-475-010; 02-11-475-011

Exhibit B

Depiction of Location of Freeman Road Project

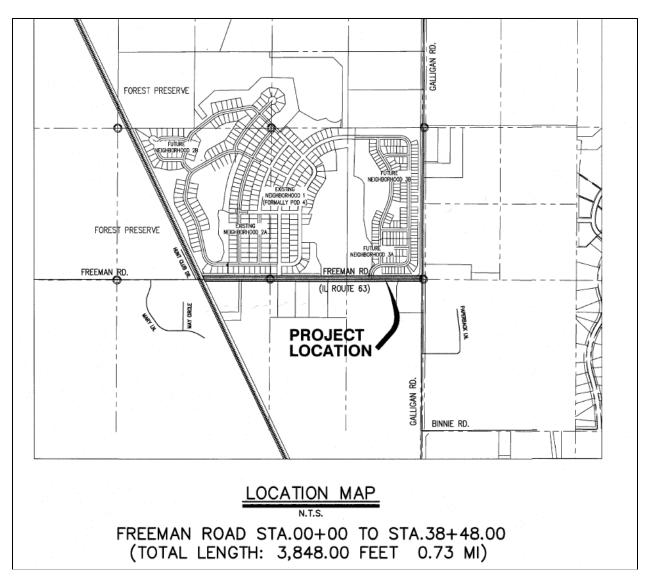


Exhibit C

Remaining Work on Freeman Road Project



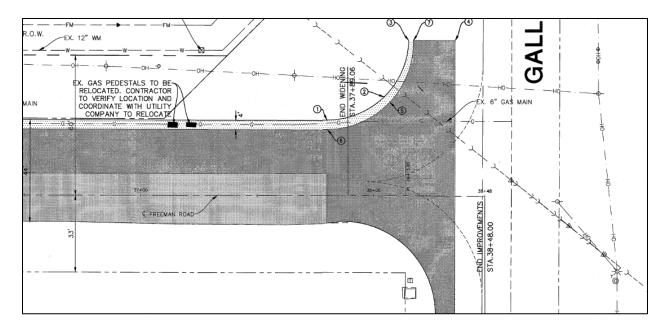


Exhibit D

Completed Portion of Freeman Road Project

ATTACH

(847)774-9435

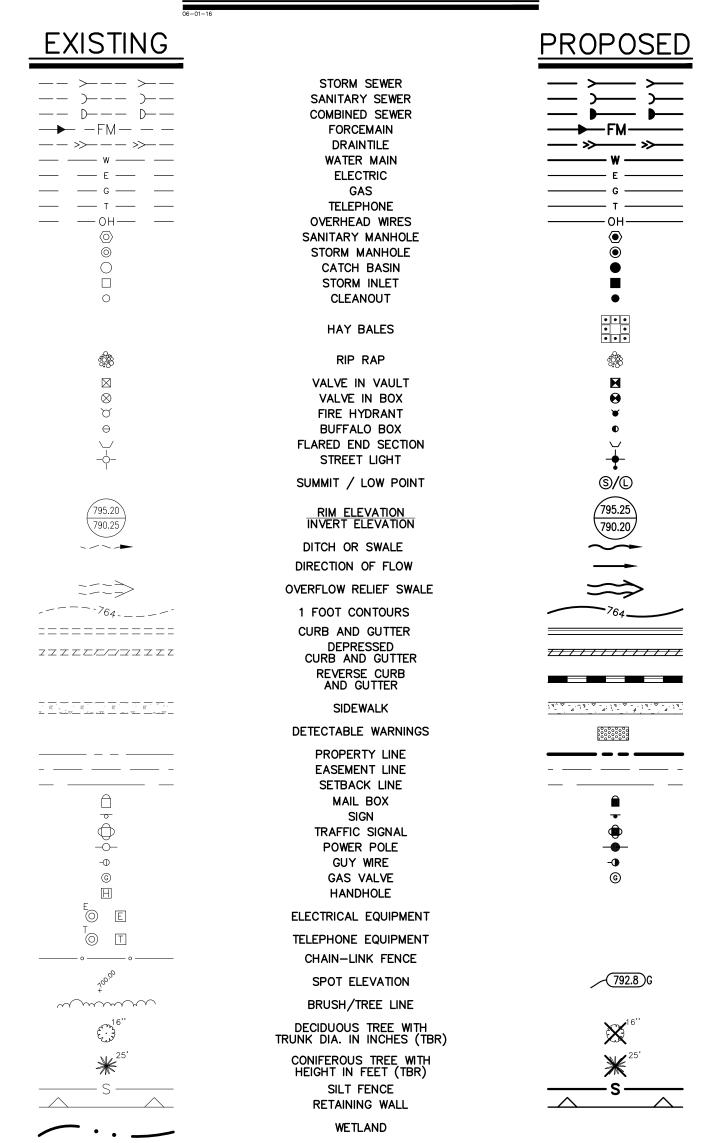
PHONE:

340 W. BUTTERFIELD RD, UNIT 2D ELMHURST, ILLINOIS

RECORD DRAWINGS FOR

FREEMAN ROAD IMPROVEMENTS

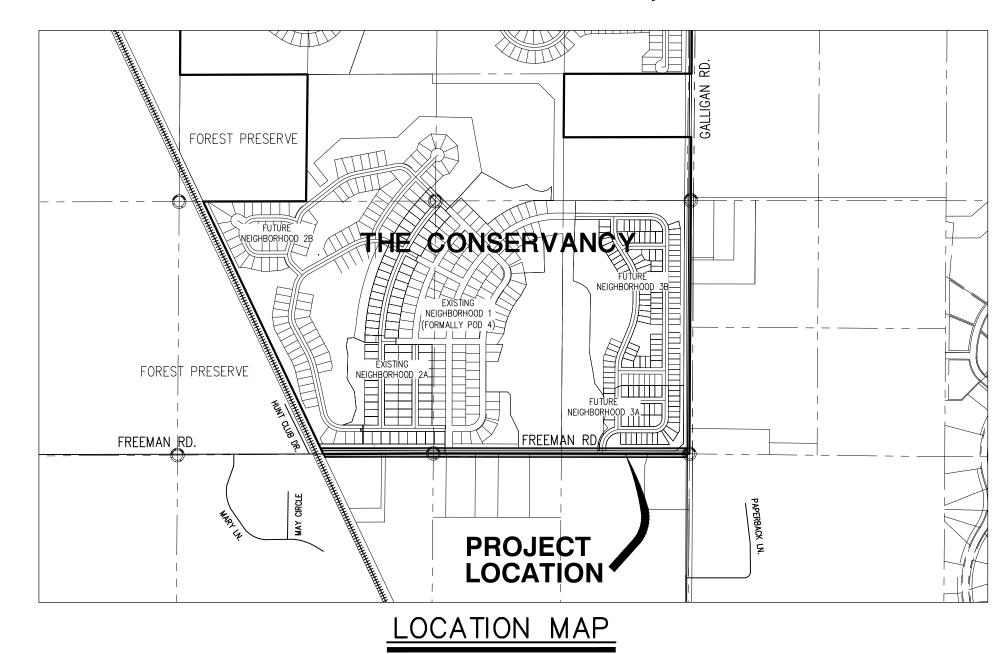
STANDARD SYMBOLS



ABBREVIATIONS

THE CONSERVANCY

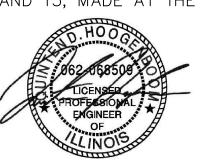
FREEMAN ROAD AND GALLIGAN ROAD VILLAGE OF GILBERTS, ILLINOIS



FREEMAN ROAD STA.00+00 TO STA.38+48.00 (TOTAL LENGTH: 3,848.00 FEET 0.73 MI)

ENGINEER'S STATEMENT

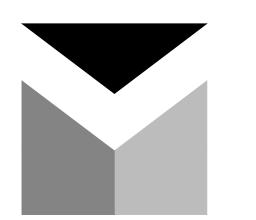
I, QUINTEN HOOGENBOOM, HAVE REVIEWED THE "AS-BUILT" INFORMATION INCLUDED IN THESE PLANS, AND BASED UPON MY INSPECTION OF THE SITE, I CONFIRM THE PROJECT WAS CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE ORIGINAL DESIGN INTENT OF THE PROJECT, OR WITH THE FIELD-APPROVED DEVIATION SHOWN IN RED ON SHEETS 14 AND 15, MADE AT THE TIME OF CONSTRUCTION WITH THE APPROVAL OF VILLAGE STAFF.



DATE: 01/08/2023

CONTRACTOR'S STATEMENT I HEREBY CERTIFY THAT ALL CONSTRUCTION SPECIFICATIONS, PRODUCT STANDARDS AND QUANTITIES SHOWN AND DESCRIBED WITHIN THESE PLANS HAVE BEEN MET OR EXCEEDED





RECORD DRAWING CERTIFICATION:

THESE RECORD DRAWINGS WERE PRODUCED BY FIELD SURVEY UPON COMPLETION OF THE WORK. ALL ELEVATION DATA IS REFERENCED FROM A SITE BENCHMARK OR DATA PROVIDED BY THE LOCAL AGENCY. LOCATIONS OF PUBLIC IMPROVEMENTS ARE NOT REFERENCED TO A GLOBAL POSITIONING SYSTEM UNLESS SO INDICATED WHERE INDICATED, PUBLIC IMPROVEMENTS HAVE BEEN LOCATED AND ELEVATIONS VERIFIED. PLAN REVISIONS MADE DURING CONSTRUCTION ARE SHOWN ONLY IF PROVIDED TO THE ENGINEER. LANDSCAPE PLANT MATERIAL, WHERE SHOWN, ARE ILLUSTRATIVE ONLY AND NOT FIELD VERIFIED.

AS CONSTRUCTED ELEVATIONS HAVE BEEN SHOWN ON SHEETS 8-15 & 21-24. ALL OTHER SHEETS HAVE NOT BEEN INCLUDED.

INQUIRES REGARDING THE RECORD DRAWING INFORMATION SHOULD BE DIRECTED T MANHARD CONSULTING, LTD., VERNON HILLS, ILLINOIS OFFICE BY CALLING 847-634-5550.

DATED THIS 2nd DAY OF JULY, 2021



Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers

Construction Managers • Environmental Scientists • Landscape Architects • Planners



INDEX OF SHEETS			
SHEET NO.	DESCRIPTION		
1	TITLE SHEET		
2	GENERAL NOTES		
3	EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 0+00 TO 22+50		
4	EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 22+50 TO 38+48		
5	OVERALL PLAN - STA. 0+00 TO 22+50		
6	OVERALL PLAN - STA. 22+50 TO 38+48		
7	TYPICAL SECTION		
8	PLAN AND PROFILE - STA. 0+00 TO 5+00		
9	PLAN AND PROFILE - STA. 5+00 TO 10+00		
10	PLAN AND PROFILE - STA. 10+00 TO 15+00		
11	PLAN AND PROFILE - STA. 15+00 TO 20+00		
12	PLAN AND PROFILE - STA. 20+00 TO 25+00		
13	PLAN AND PROFILE - STA. 25+00 TO 30+00		
14	PLAN AND PROFILE - STA. 30+00 TO 35+00		
15	PLAN AND PROFILE - STA. 35+00 TO 38+48		
16	ROADWAY STRIPING AND SIGNAGE PLAN - STA. 0+00 TO 22+50		
17	ROADWAY STRIPING AND SIGNAGE PLAN — STA. 22+50 TO 38+48		
18	EROSION CONTROL PLAN - STA. 0+00 TO 22+50		
19	EROSION CONTROL PLAN - STA. 22+50 TO 38+48		
20	EROSION CONTROL DETAILS		
21	CROSS SECTIONS - STA. 0+00 TO 10+00		
22	CROSS SECTIONS - STA. 11+00 TO 20+00		
23	CROSS SECTIONS - STA. 21+00 TO 30+00		
24 CROSS SECTIONS - STA. 31+00 TO 38+00			
25	CONSTRUCTION — DETAILS		
26	CONSTRUCTION — DETAILS		
27	CONSTRUCTION - DETAILS		

NOTES:

1. THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A FIELD SURVEY COMPLETED BY MANHARD CONSULTING, LTD. ON JANUARY, 25, 2018. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS.

BENCHMARKS:

SOURCE BENCHMARK: (KANE COUNTY 9-43)

CROSS CUT IN THE WEST END OF A CORRUGATED METAL PIPE CULVERT LOCATED APPROXIMATELY 0.55' SOUTHEASTERLY OF THE INTERSECTION OF KRUETZER AND HUNTLEY ROAD. ELEVATION=895.99 DATUM=NAVD 1929

SITE BENCHMARK: 1

NORTHWEST BOLT ON THE 1ST FIRE HYDRANT EAST OF BLUE ASTER PARKWAY AND ON THE NORTH SIDE OF FREEMAN ROAD. ELEVATION=896.38 DATUM=NAVD 1929

SITE BENCHMARK: 2

NORTHWEST BOLT ON THE 2ND FIRE HYDRANT EAST OF BLUE ASTER PARKWAY AND ON THE NORTH SIDE OF FREEMAN ROAD. ELEVATION=891.61 DATUM=NAVD 1929

SITE BENCHMARK: 3

NORTHWEST BOLT ON THE 3RD FIRE HYDRANT EAST OF BLUE ASTER PARKWAY AND ON THE NORTH SIDE OF FREEMAN ROAD. ELEVATION=886.89 DATUM=NAVD 1929

UTILITY CONTACTS

ELECTRIC COM ED 1950 DUNCAN PLACE WOODSTOCK, IL 60098 (815) 334-3313 CONTACT: KATHY NYSTROM

73 INDUSTRIAL DRIVE GILBERTS, IL 60136 (847) 428-4167 CONTACT: JOHN CASTILLO VILLAGE OF GILBERTS PUBLIC

73 INDUSTRIAL DRIVE 1844 FERRY RD GILBERTS, IL 60136 NAPERVILLE, IL 60563 (847) 428-4167 (630) 893-8676 EXT. 2362 CONTACT: JOHN SWEDBERG CONTACT: SCOTT STOGSDILL

73 INDUSTRIAL DRIVE GILBERTS, IL 60136 (847) 428-4167 CONTACT: JOHN CASTILLO

PROJ. MGR.: <u>JJH</u> PROJ. ASSOC.: JBK 04/04/18 SCALE:

IMPROVEMENTS

ROAD

FREEMAN

ILLINOIS

BERTS,

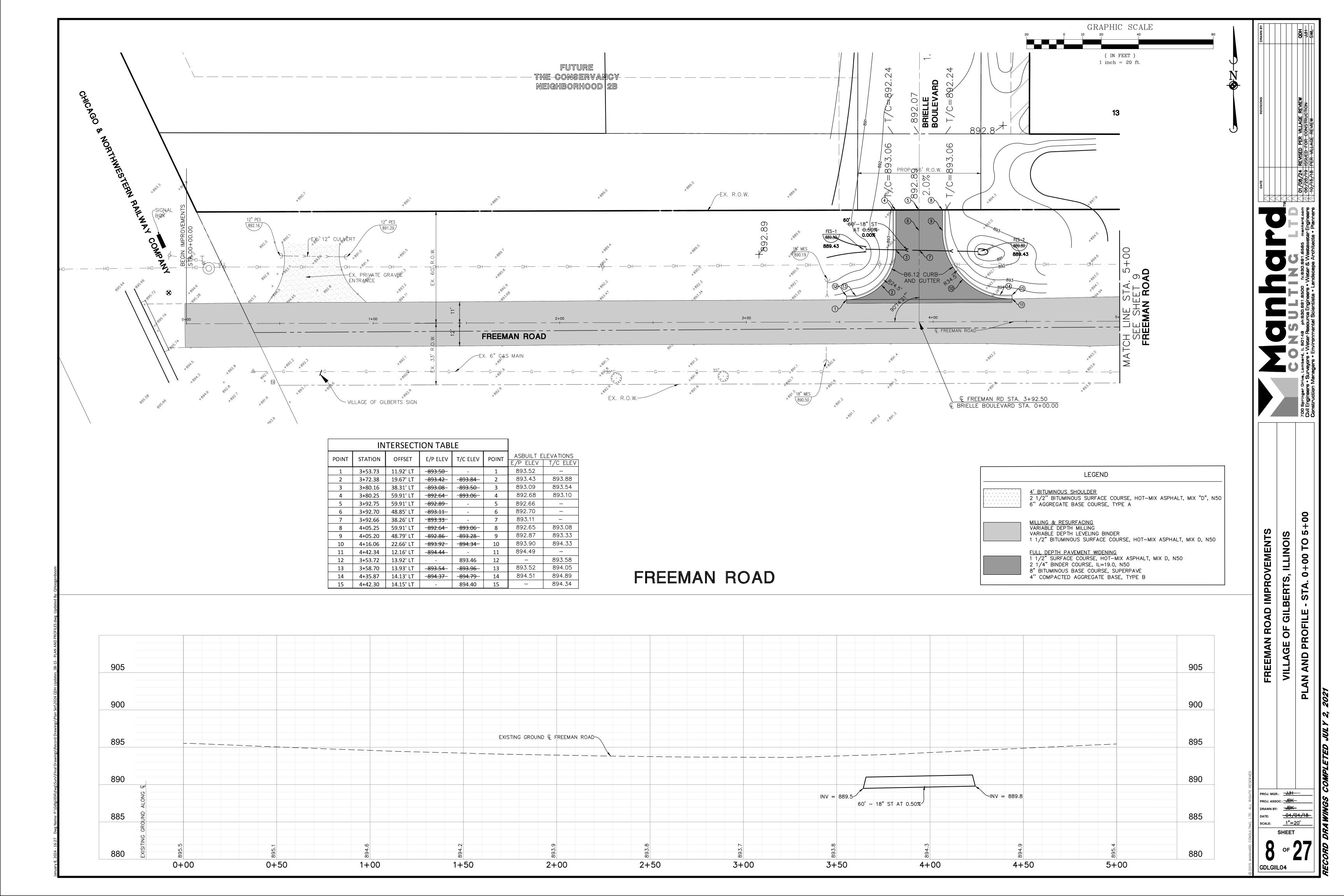
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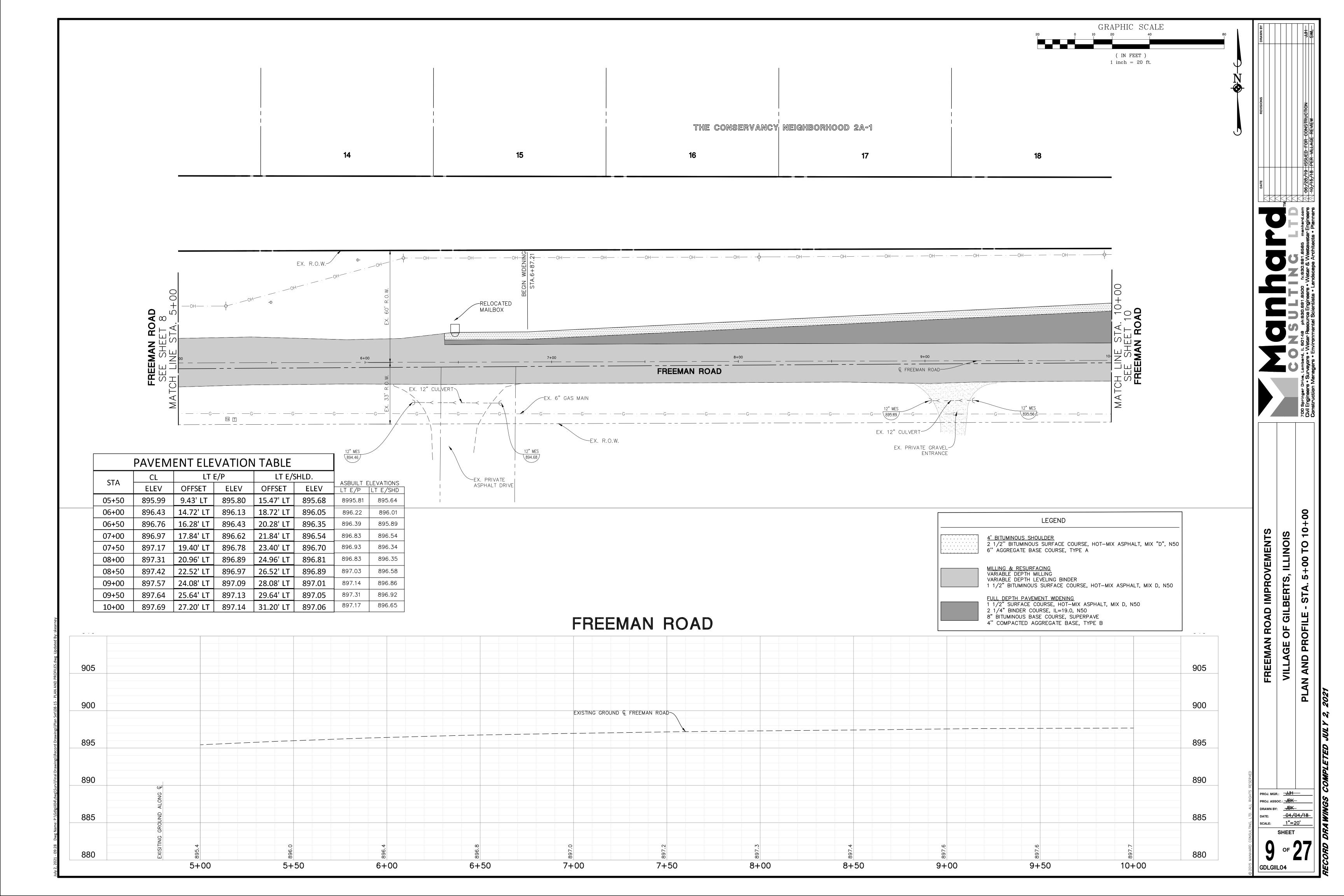
VILLAGE

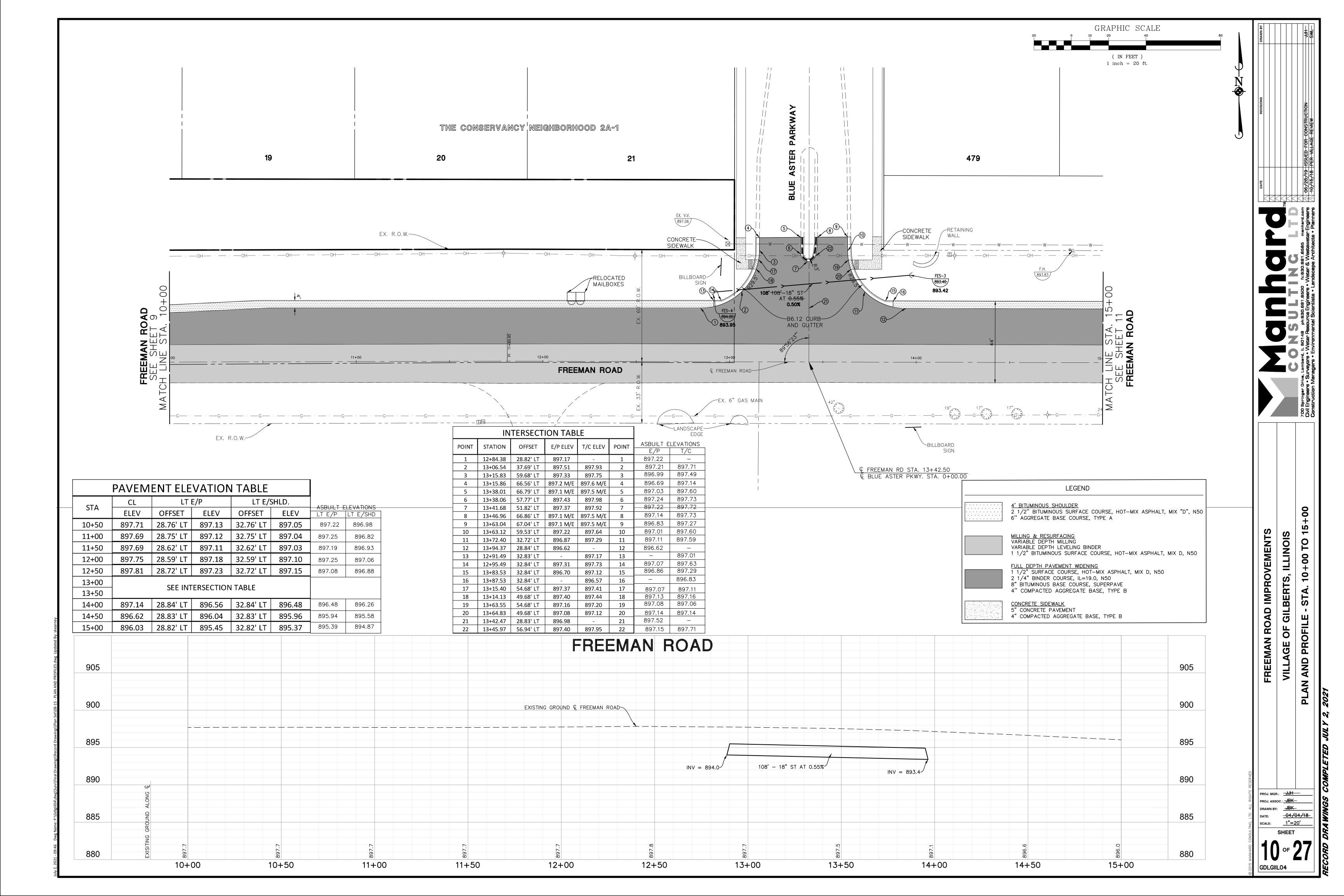
<u>N/A</u> SHEET

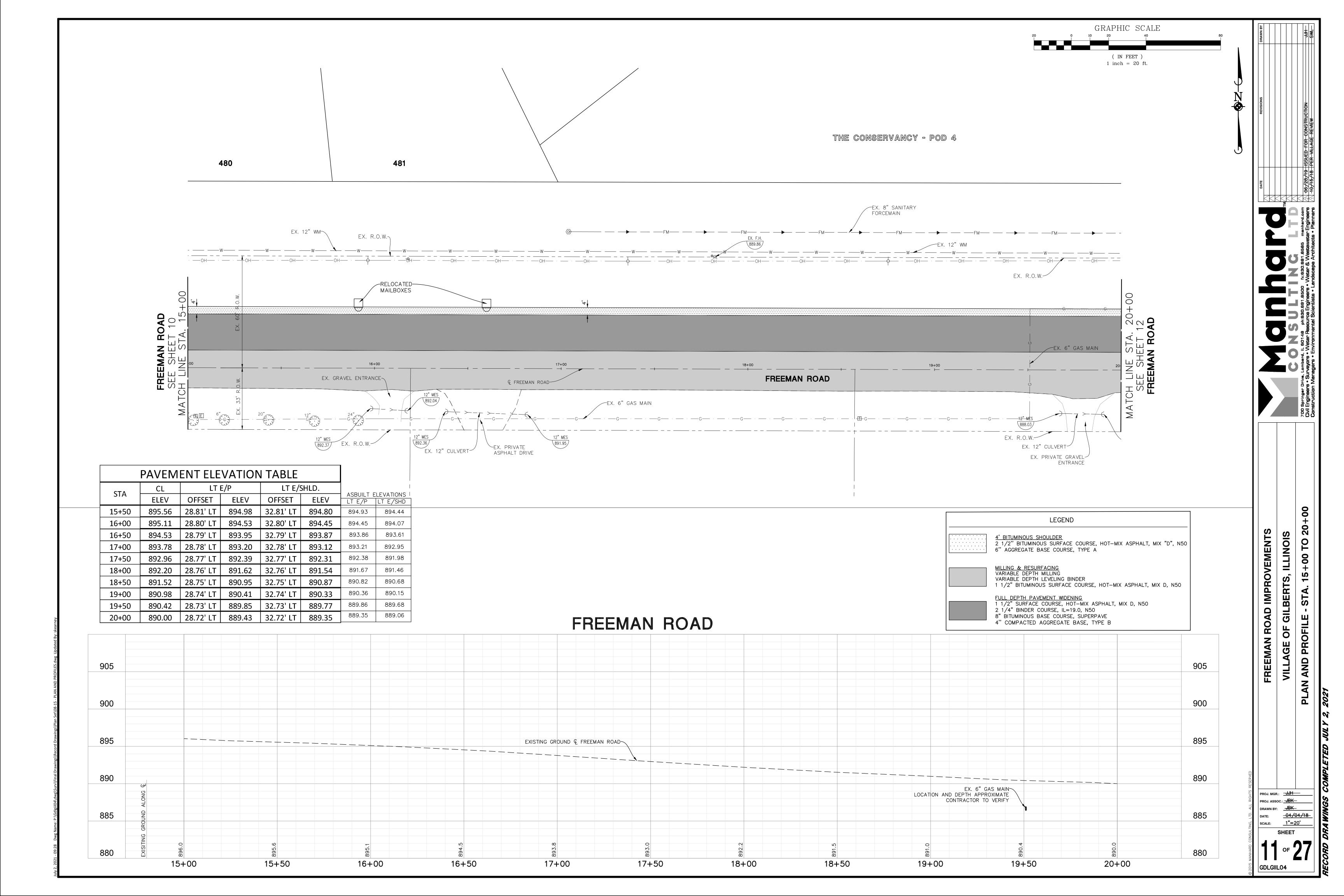
MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

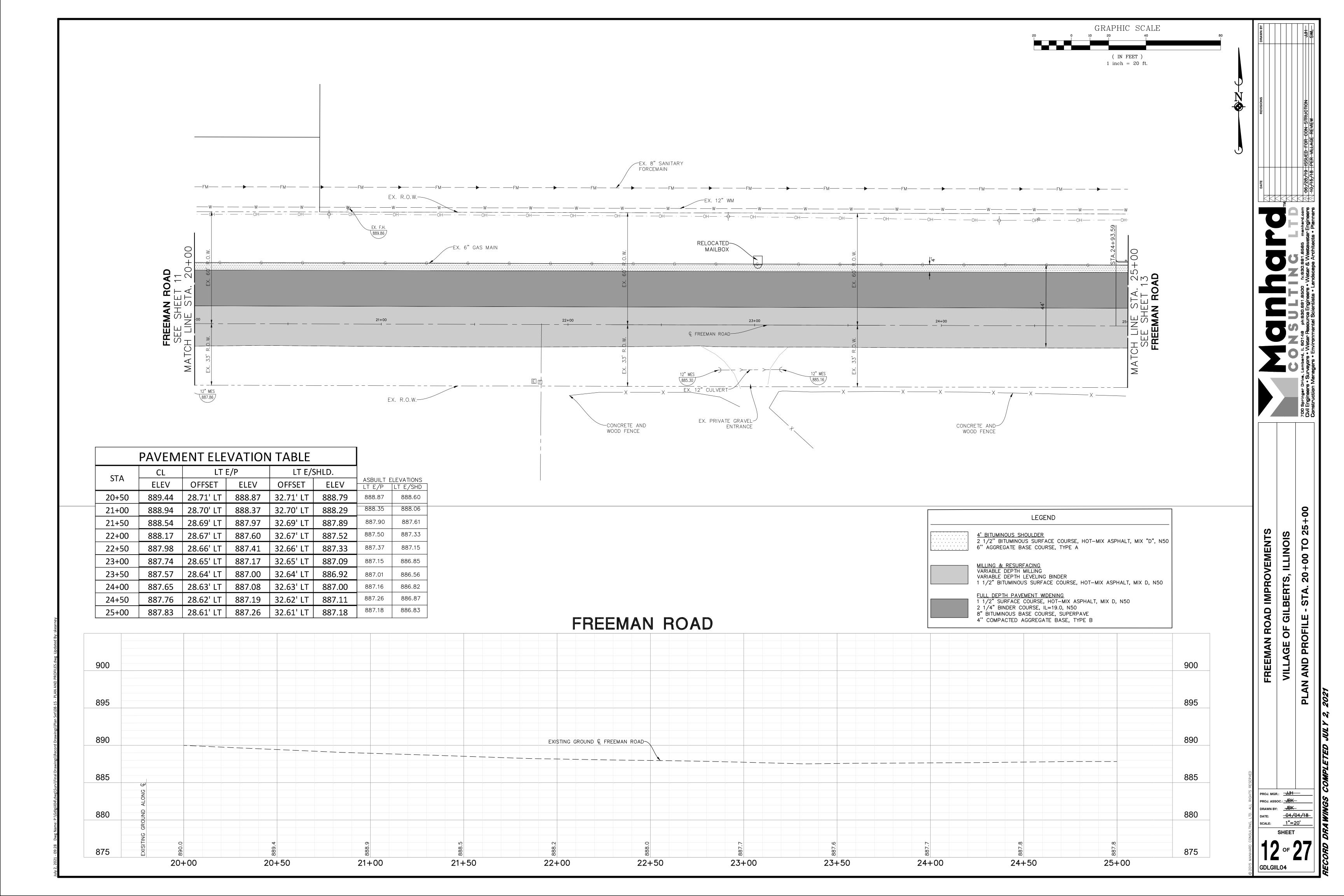
FLARED END SECTION

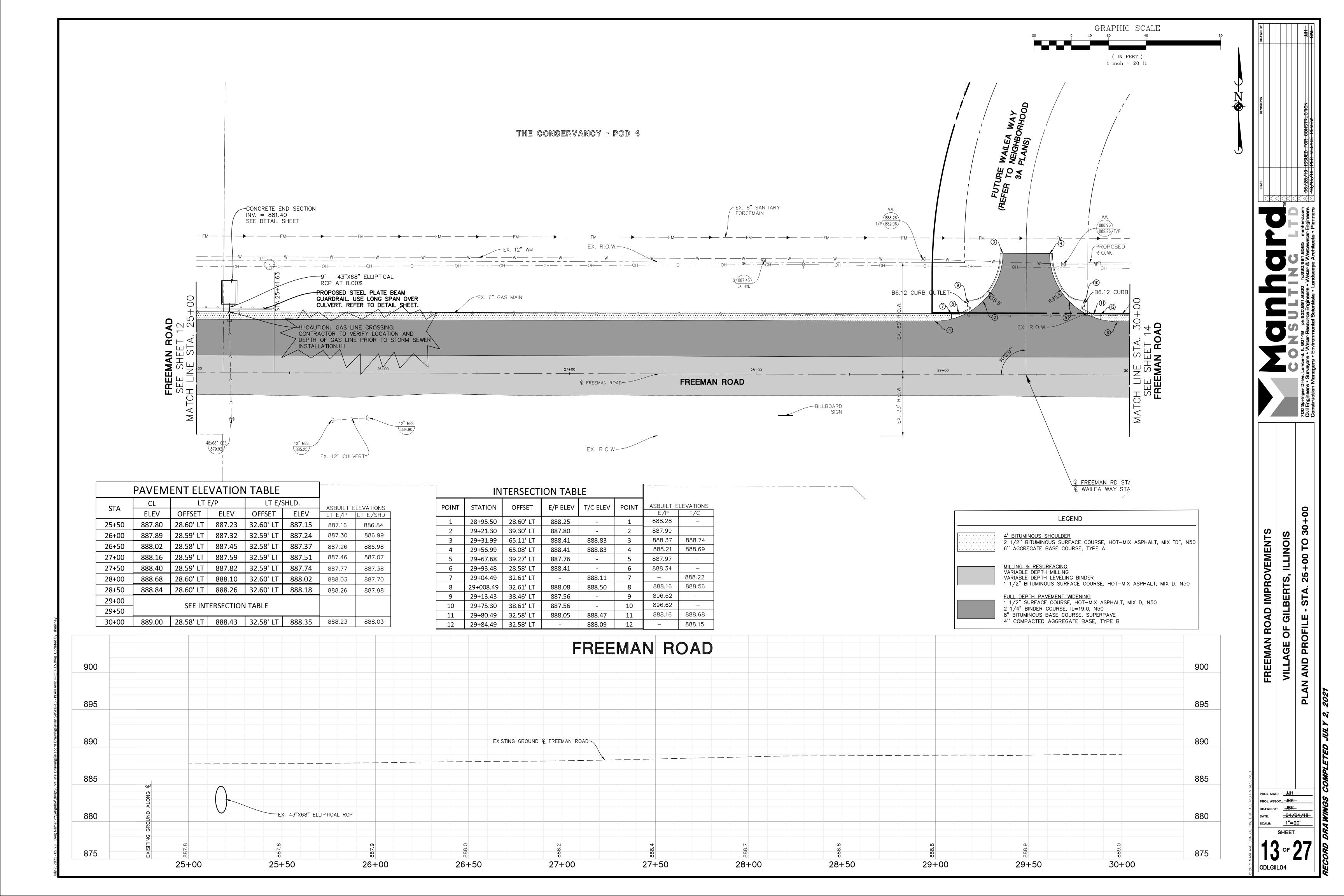


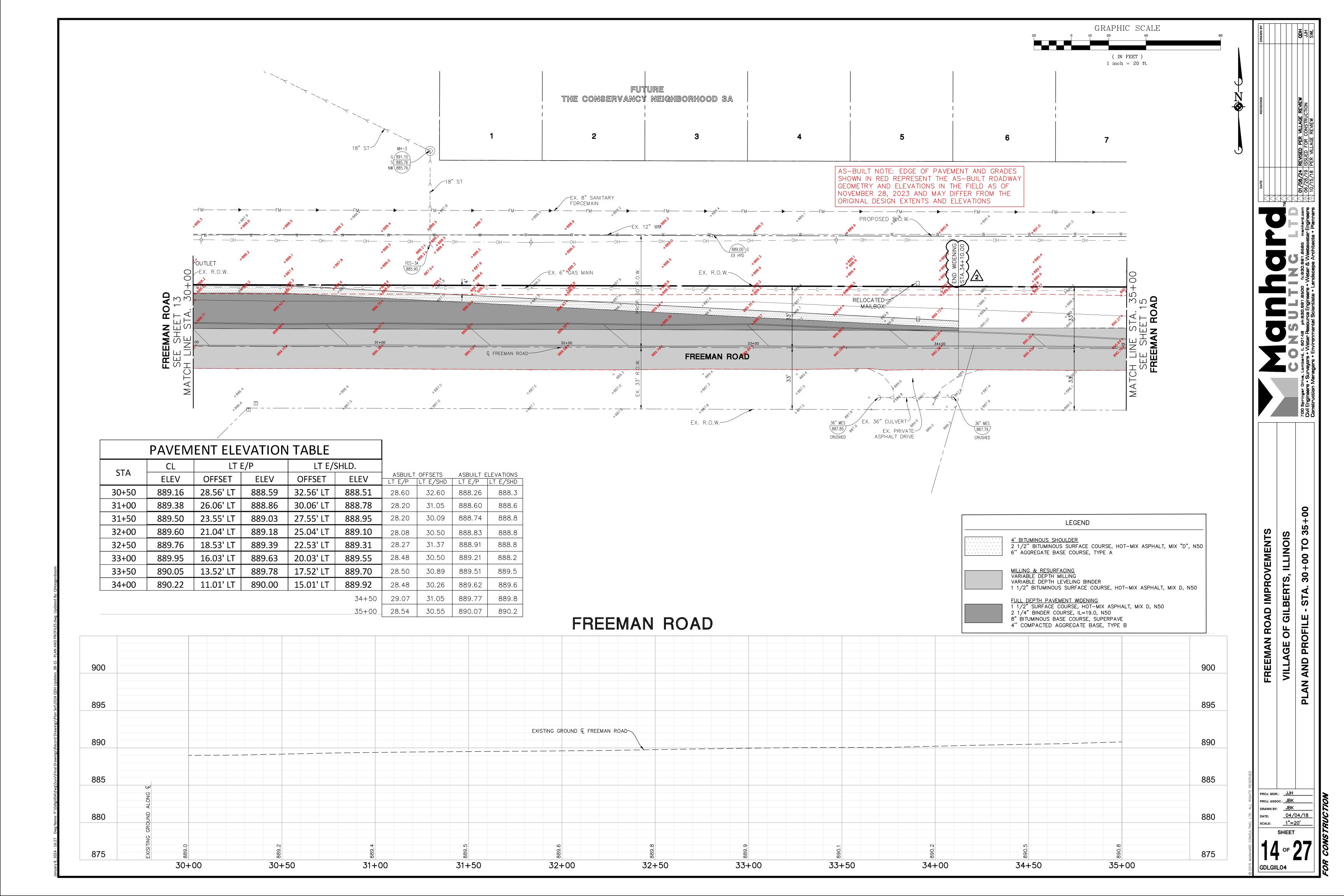


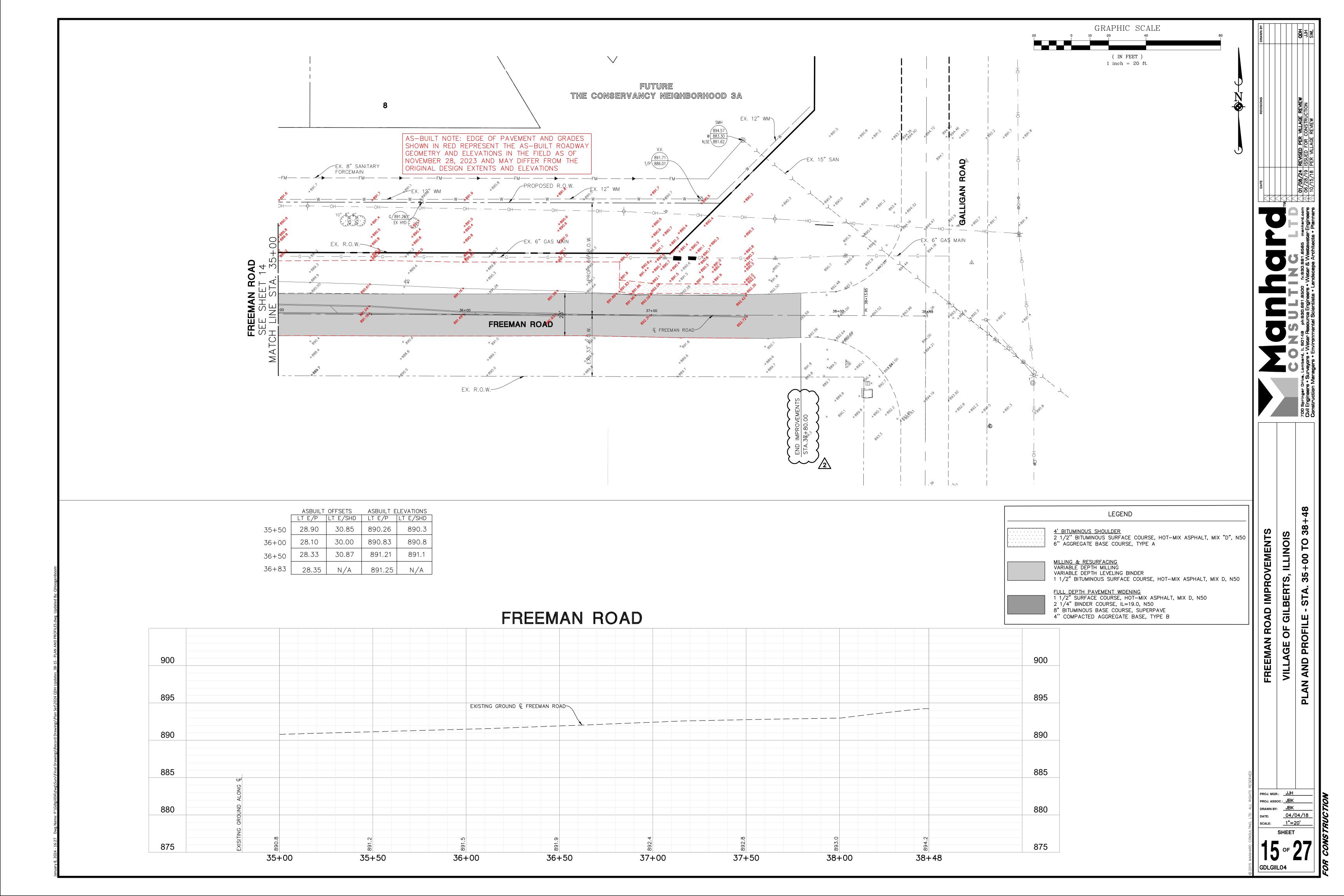


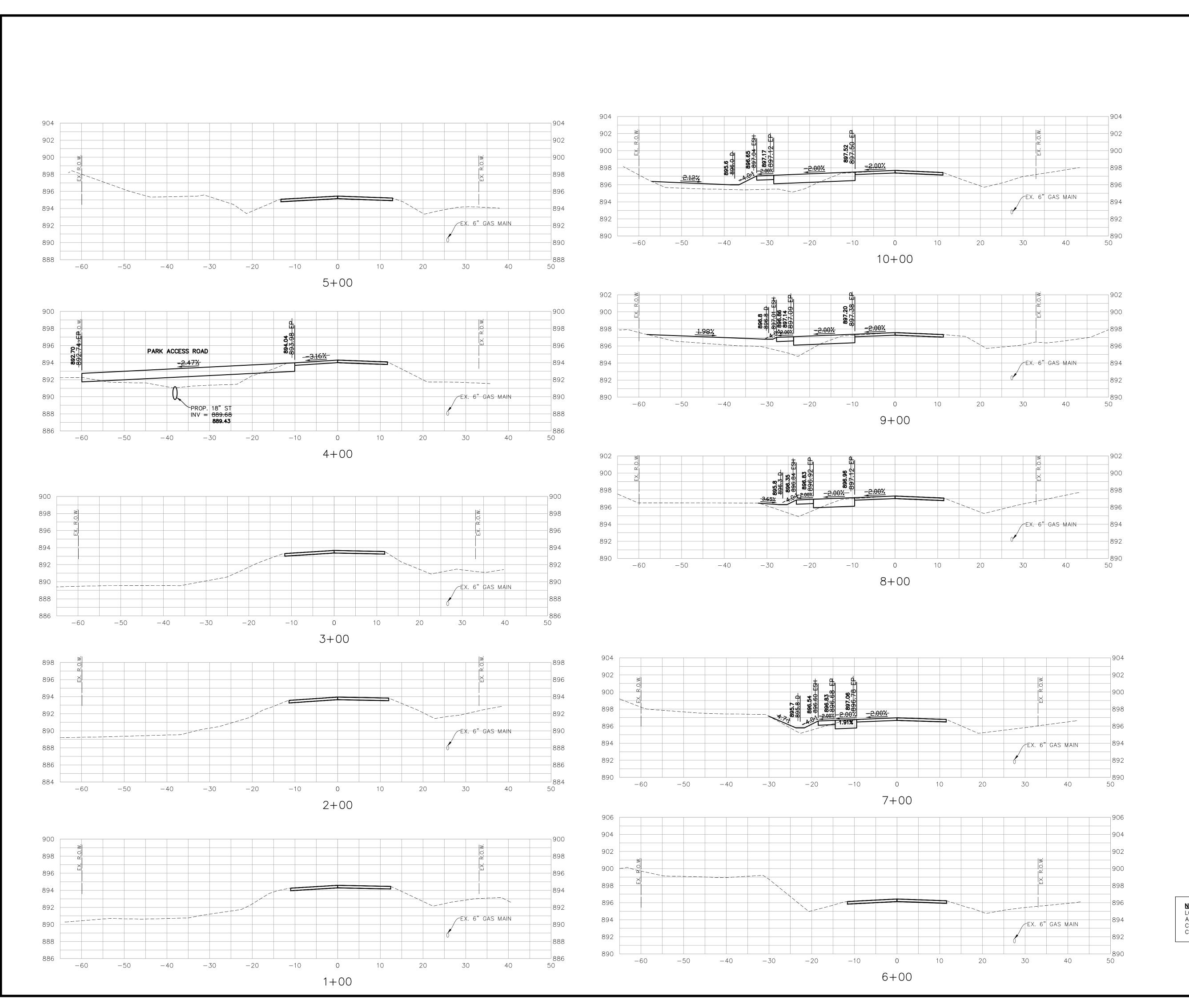












NOTE:
LOCATION AND DEPTH OF EX. 6" GAS MAIN IS
ASSUMED. CONTRACTOR TO LOCATE AND
CONFIRM DEPTH PRIOR TO THE START OF
CONSTRUCTION.

H:1"=10'; V:1"=5

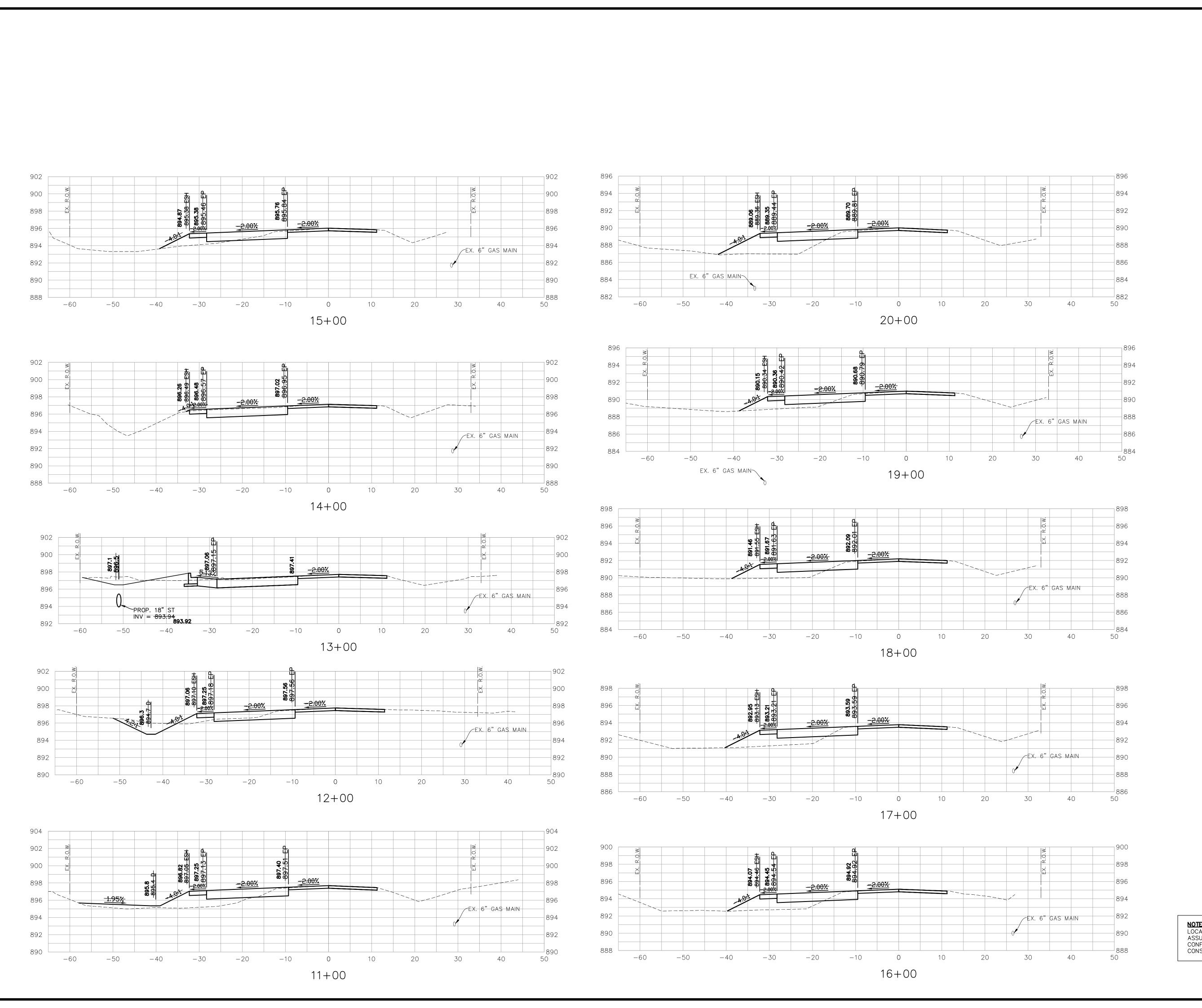
PROJ. MGR.: JJH

SCALE:

FREEMAN ROAD IMPROVEMENTS

VILLAGE OF GILBERTS, ILLINOIS

+00



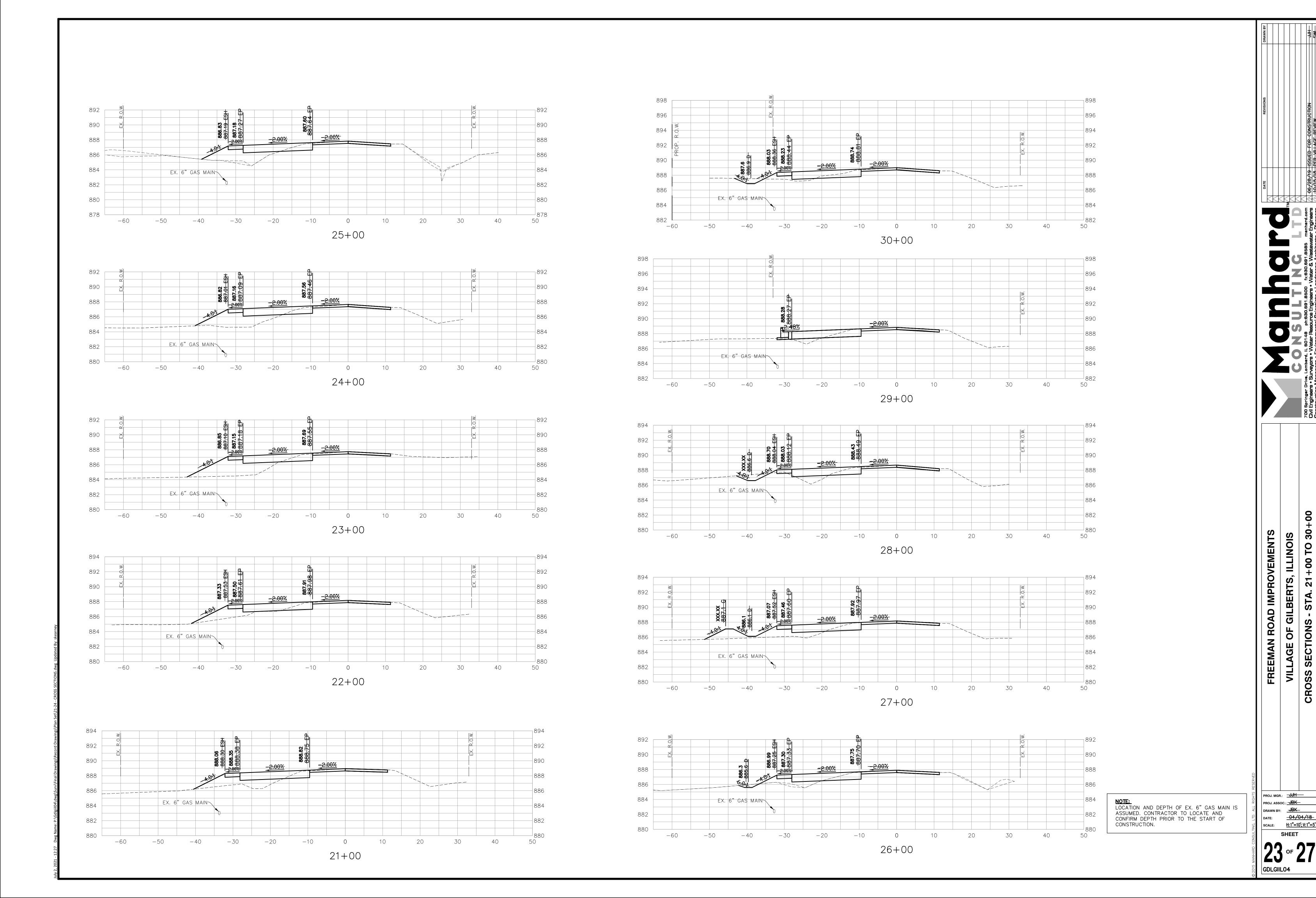
NOTE:
LOCATION AND DEPTH OF EX. 6" GAS MAIN IS ASSUMED. CONTRACTOR TO LOCATE AND CONFIRM DEPTH PRIOR TO THE START OF CONSTRUCTION.

<u>-04/04/18</u> H:1"=10'; V:1"=5' SCALE:

+00 TO 20

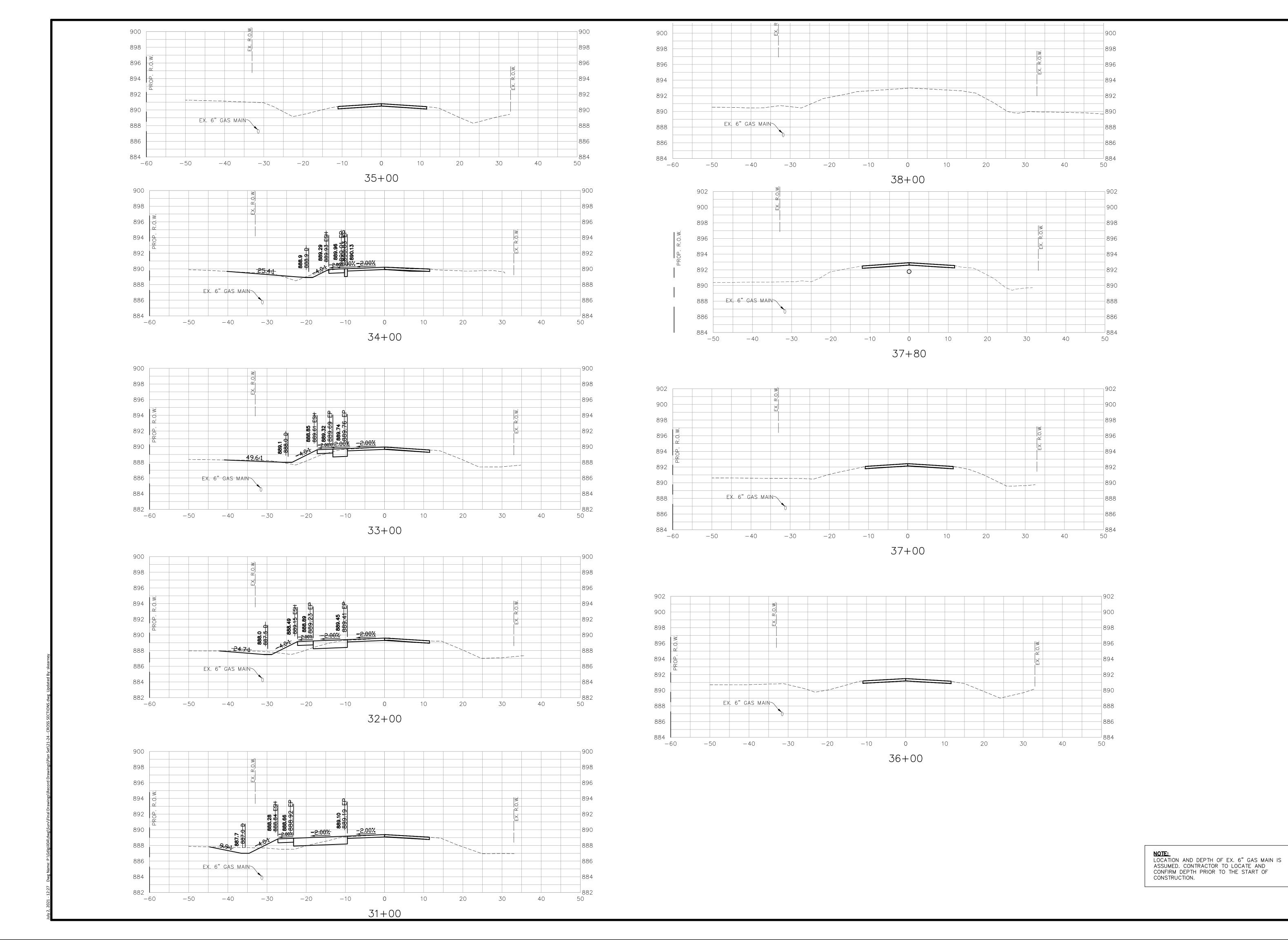
FREEMAN ROAD IMPROVEMENTS

VILLAGE OF GILBERTS, ILLINOIS



21+00 TO 30

CROSS SECTIONS



FREEMAN ROAD IMPROVEMENTS

VILLAGE OF GILBERTS, ILLINOIS

CROSS SECTIONS - STA. 31+00 TO 38+00

PROJ. MGR.: JJH

PROJ. ASSOC.: JBK

DRAWN BY: JBK

DATE: 94/04/18
SCALE: H:1"=10"; V:1"=5"

SHEET

SCALE: H:1"=10'; V:1"=

SHEET

24 of 27

GDLGIIL04



Village of Gilberts

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

To: President Zambetti and the Board of Trustees

From: Brian Bourdeau, Village Administrator Date: January 16, 2024 Village Board Meeting

Re: Item 5.B: An Ordinance Approving the Final Plat of Subdivision and Final PUD

Plans for Neighborhood 3B of the Conservancy Development

On January 10, 2024, the Plan Commission met to consider the Final Plat for Neighborhood 3B of the Conservancy. The Commission provided a unanimous recommendation for the Final Plat of Neighborhood NH3B subject to the following conditions:

- A) 108 maintenance-free lifestyle homes are being platted in NH3B, leaving no residential units left in NH3.
- B) Confirmation by the Village Engineer that no new engineering concerns have arisen since the general conformance letter of November 6, 2023;
- C) The Covenants covering the area of NH3B be approved by the Village Attorney and recorded prior to recordation of the final plat;
- D) Development will be subject to the Annexation Agreement and PUD Ordinance, as amended, and all applicable laws, ordinances, and regulations, including applicable restrictions on the issuance of building permits; and
- E) Performance security must be posted for all public improvements required for NH3B prior to recordation of the final plat.

Included in your packet is the Ordinance to approve the final plat for Neighborhood NH3B. Please note, the Ordinance does contain several conditions and limitations. Specifically, Sections 4.A, 4.C and 4.F. Additionally, included in the packet is the Staff memo provided to the Plan Commission as well as a final plat and engineering documents. Please note, the packet reviewed by the Plan Commission is available at the following <u>link</u>.

Village Board Packet Attachments:

1. Ordinance approving the final plat/PUD plans for Neighborhood 3B



Village of Gilberts Village Hall 87 Galligan Road, Gilberts, Illinois 60136 Ph. 847-428-2861 Fax: 847-428-2955

347-428-2861 Fax: 847-428-29 www.villageofgilberts.com

To: Plan Commissioners

From: Brian Bourdeau, Village Administrator

Date: January 10, 2024 Plan Commission Meeting

Re: Item 5: Request for Final Plat and Final PUD Approval for Neighborhood 3B of

the Conservancy Development

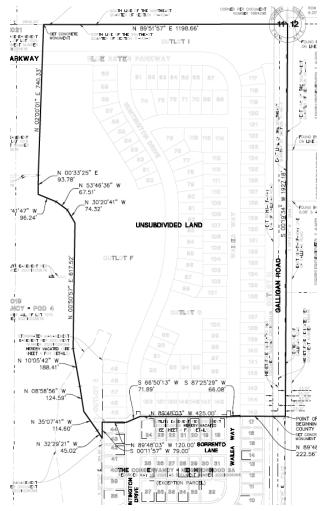
Background

On January 31, 2017, the Village approved a First Amendment to the Annexation Agreement and a First Amendment to the Planned Unit Development (PUD) for the Conservancy Development. The original final plat, recorded as document 2017K006675, contemplated a total of 997 single-family homes within the Conservancy development. Subsequently, on June 18, 2019 the Village Board approved a Third Amendment to the Annexation Agreement (Ordinance 08-2019) and Second Amendment to the PUD (Ordinance 09-2019), which were recorded as documents 2019K029087 and 2019K029016 respectively. The revised PUD contained a modified preliminary

site plan, which rezoned a portion of the Conservancy from R-3 to R-4 Residential district zoning to allow for the construction of townhomes. The revised preliminary site plan also increased the total number of allowable townhome and single-family units to a total of 1,197.

The Applicant has chosen to proceed with Final Plat / PUD approval in a phased approach. To date the Applicant has received Final Plat / PUD approval on Neighborhood 1, Neighborhood 2A-1 (August 2017), Neighborhood 2A-2 (December 2020), Neighborhood 2B-1 (December 2020), Neighborhood 2B-2 (January 2022), Neighborhood 2B-3 (September 2022) and Neighborhood 3A (January 2019).

On December 20, 2022, Gilberts Development, LLC ("Applicant") filed an application for Final Plat / PUD approval for the following area of the Conservancy: Neighborhood 3B (NH3B). The location of the above neighborhood is generally illustrated by the figure to the right.



The NH3B plat is a continuation of a phased approach being taken by the Developer to the overall buildout of Neighborhood 3. Based on the June 2019 revisions to the Annexation Agreement and PUD, the preliminary site plan allows 155 maintenance-free lifestyle homes in NH3. Previously, 44 maintenance-free lifestyle homes in NH3 were approved with NH3A in January 2019. This left a balance of 108 maintenance-free lifestyle homes in NH3. The current application for NH3B includes the balance of the remaining dwelling units in NH3.

NH3B resides within the R-3 Residential zoning district. The specific district standards and departures as outlined in Ordinance 08-2019 are included below:

<u>Table 1 – Summary of Neighborhood 3 Maintenance-Free Lifestyle Homes District Standards</u> <u>and Departures</u>

Standard	NH3 – Maintenance- Free Lifestyle Homes ¹
Minimum Lot Area	6,600 sq. ft.
Minimum Lot Width	55 ft.
Minimum Corner Lot Width	75 ft.
Front Setback	25 ft.
Corner Side Setback	20 ft.
Interior Side Setback	5.0 ft.
Rear Setback	25 ft.
Maximum Lot Coverage	50%
Minimum Garage Size ²	400 sq. ft.
Minimum Dwelling Size	1,700 sq. ft. (2 story)
_	1,400 sq. ft. (ranch)
Landscape Requirements	Village UDO

Neighborhood 3B

The Final Plat / PUD application for NH3B contemplates 108 maintenance-free lifestyle homes. The final plat as submitted is in substantial conformance with the Preliminary Site Plat as approved June 2019. It should be noted that all NH3B is zoned R-3, which permits the construction of single-family units. The Preliminary Site Plan allows for a total of 152 single-family lots in NH3. Should the final plat be approved for NH3B, there will be no remaining single-family units in NH3.

The area designated as NH3B does not include any areas designated for use by the Village for park purposes. As the Plan Commission may recall, the Annexation Agreement / PUD require the Applicant to dedicate 25 acres of park space to the Village. The Village Board, the approval documents for the Conservancy, and the Village's subdivision regulations require that any land to be dedicated for public park purposes must be usable for park purposes (i.e. no wetlands, stormwater detention basins etc.). During the hearing and approval process of the current Preliminary Site Plan, the areas to be dedicated to the Village were specifically identified. There

¹ Ordinance 08-2019, Exhibit C – Revised R-3 District Standards and Departures – Single Family

² Except for Specific Product Elevations with 380 sq. ft. garages (Ordinance 08-2019)

are no areas in NH3 as specified on the June 2019 Preliminary Site that are to be dedicated to the Village for park purposes. To date, only one park site in NH2B-1 of approximately 6.5 acres has been dedicated, leaving a balance of approximately 18.5 acres to be dedicated.

It should also be noted that NH3B contains an outlot identified as a stormwater management area. Covenants are clearly set forth that specify land owner obligations over this outlot which provides the Village the right, but not the obligation, to enter the stormwater areas to maintain if the owner fails to. Any recommendation of the Plan Commission to the Village Board should include a condition that the above referenced covenants be recorded.

The final plat also contains certain drainage and stormwater management easements, in some cases these are in rear-yards. In these cases, no permanent buildings may be constructed within the easements and in the case of the stormwater management easements fences may not be constructed without prior approval from the Village.

The Applicant submitted final engineering for all NH3B. The Village Engineer has reviewed various submittals by Manhard Consulting on behalf of Moda homes. On November 6, 2023, the Village Engineer advised the Village that the Final Engineering Plans for NH3B dated August 3, 2023 and the Final Plat of Subdivision dated April 14, 2023 are in general conformance with the requirements of the Village and recommends approval.

Submitted and approved engineering includes the public improvements, landscape plan, and engineer's estimate of probable cost, which are attached to this memo. It is anticipated that these documents will also be exhibits with the approving ordinance.

Items for Plan Commission Consideration

Staff recommends the Plan Commission recommend to the Village Board approval of the Final Plat / PUD for NH3B with the following conditions:

- A) 108 maintenance-free lifestyle homes are being platted in NH3B, leaving no residential units left in NH3.
- B) Confirmation by the Village Engineer that no new engineering concerns have arisen since the general conformance letter of November 6, 2023;
- C) The Covenants covering the area of NH3B be approved by the Village Attorney and recorded prior to recordation of the final plat;
- D) Development will be subject to the Annexation Agreement and PUD Ordinance, as amended, and all applicable laws, ordinances, and regulations, including applicable restrictions on the issuance of building permits; and
- E) Performance security must be posted for all public improvements required for NH3B prior to recordation of the final plat.

Attachments

- A. NH3B Final Plat Application Submitted by the Applicant, December 22, 2022
- B. Preliminary Site Plan for The Conservancy, June 2019
- C. NH3B Final Plat of Subdivision with a Last Revision Date of April 14, 2023
- D. NH3B Final Engineering and Plat Review Letter from the Village Engineer Dated September 12, 2023
- E. NH3B Financial Guarantee Robinson Engineering Memo dated November 8, 2023
- F. NH3B Engineering EOPC Prepared by Manhard dated August 3, 2023
- G. NH3B Stormwater Management EOPC Prepared by Manhard dated August 3, 2023
- H. NH3B Engineering Plans with a Last Revision Date of August 3, 2023
- I. NH3B Landscape Plans with a Last Revision Date of April 14, 2023
- J. NH3B Stormwater Management Report and Permit Application Submitted by Manhard with a last Revision Date of April 14, 2023
- K. FEMA CLOMR dated December 12, 2023

VILLAGE OF GILBERTS

ORDINANCE 02-2024

AN ORDINANCE APPROVING THE FINAL PLAT OF SUBDIVISION AND FINAL PUD PLANS FOR PHASE 3B OF THE CONSERVANCY DEVELOPMENT

WHEREAS, on January 31, 2017, the Village of Gilberts Board of Trustees approved the First Amendment to an Annexation and Development Agreement between the Village of Gilberts and Gilberts Development LLC for 914.02 acres of Conservancy Development, legally described on Exhibit A ("Gilberts Development Parcel"), which Agreement was recorded on February 3, 2017, with the Kane County Recorder's Office, as Document No. 2017K006674, and has been amended from time-to-time including in the Third Amendment to the Annexation Agreement ("Amended Annexation Agreement"); and

WHEREAS, on January 31, 2017, the Village of Gilberts Board of Trustees also approved Ordinance No. 05-2017, an Ordinance Approving a First Amendment to an Existing Planned Unit Development and the Preliminary PUD Plan for the Conservancy Development, which Ordinance was recorded on February 3, 2017, with the Kane County Recorder's Office, as Document No. 2017K006675, which PUD Ordinance has been amended from time-to-time including the Second Amendment to the PUD Ordinance approved in 2019 ("Amended PUD Ordinance"); and

WHEREAS, the Village previously approved final plats of subdivision and final PUD plans for Phase 1, Phase 2A-1, Phase 2A-2, Phase 2B-1, Phase 2B-2, Phase 2B-3, and Phase 3A of the Gilberts Development Parcel; and

WHEREAS, Gilberts Development LLC recently submitted an application requesting approval of a final plat of subdivision and final PUD plan for Phase 3B of the Gilberts Development Parcel, consisting of 108 lots proposed for development with maintenance-free lifestyle homes, which are the remaining unplatted lots in Phase 3; and

WHEREAS, the Final Plat of Subdivision and Final PUD Plan for Phase 3B are substantially in conformity with the preliminary plat and plans approved by the Village Board in the Second Amendment to the PUD Ordinance approved in 2019; and

WHEREAS, on January 10, 2024, the Village Plan Commission conducted a meeting to consider the Final Plat and Final PUD Plans for Phase 3B of the Gilberts Development Parcel, and made a recommendation of approval to the Village Board, subject to various conditions; and

WHEREAS, the Village Board has considered the request for approval of Gilberts Development LLC's Final Plat of Subdivision and Final PUD Plans for Phase 3B of the Gilberts Development Parcel and determined that the requested approvals are in the best interests of the Village and its residents, subject to the conditions contained in this Ordinance, the Amended PUD Ordinance, and the Amended Annexation Agreement.

THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS AS FOLLOWS:

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

<u>Section 2.</u> <u>Approval of Final Plat of Subdivision for Phase 3B.</u> Subject to the conditions set forth in Section 4 of this Ordinance, as well as the other approvals granted by this Ordinance, the Amended PUD Ordinance, and the Amended Annexation Agreement, the Village President and Board of Trustees hereby approves the Final Plat of Subdivision for Phase 3B of the Gilberts Development Parcel, which Plat is attached hereto as **Exhibit B.**

Section 3. Approval of Final PUD Plans for Phase 3B. Subject to the conditions set forth in Section 4 of this Ordinance, as well as the other approvals granted by this Ordinance, the Amended PUD Ordinance, and the Amended Annexation Agreement, the Village President and Board of Trustees hereby approve the Final PUD Plan for Phase 3B plans of the Gilberts Development Parcel, which Plans are attached hereto as **Exhibit C**.

<u>Section 4.</u> <u>Conditions.</u> The approvals granted in Sections 2 and 3 of this Ordinance are conditioned upon and limited by the following requirements, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the President and Board of Trustees, invalidate the approvals:

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on Phase 3B of the Gilberts Development Parcel pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law, and only after the developer has provided the required performance security for all public improvements required for Phase 3B prior to recordation of the final plat, including the improvements required by the Amended Annexation Agreement for this phase.
- B. <u>Final Engineering Plan Approval</u>. Prior to any permit being issued for any work in Phase 3B, final engineering plans must be approved by the Village Engineer, including addressing the outstanding issues raised by the Engineer in its letter dated November 6, 2023 to the satisfaction of the Village Engineer.
- C. Water Improvements. Pursuant to the Amended Annexation Agreement and Resolution No. 37-2023 (which Resolution was approved by the Village Board on November 7, 2023) as they may be amended from time-to-time, as of the date of this Ordinance, Gilberts Development is restricted to 436 building permits for the Conservancy Development, which number corresponds with the 436 platted lots in the Conservancy Development Parcel that the Village Board approved previously for Neighborhoods 1, 2A-1, 2A-2, 2B-1, 2B-2, 2B-3, and 3A. No further building permits have been authorized or may be issued until Gilberts Development has designed, financed, and completed construction of the

water service improvements listed on Exhibit E of the Amended Annexation Agreement, and those improvements are operational. Gilberts Development may commence the construction of public improvements and grading activities in Phase 3B prior to completion of the water service improvements, but no building permit shall be issued in Phase 3B except in conformance with the restrictions established by Resolution No. 37-2023 as it may be amended from time-to-time, and this Ordinance.

- D. <u>Compliance with Laws</u>. The Village's zoning, subdivision, and building regulations, and all other applicable Village ordinances and regulations shall continue to apply to the Gilberts Development Parcel, and the development and use of the Gilberts Development Property shall comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- E. <u>Continued Effect of the Planned Unit Development and Annexation Agreement</u>. The Amended PUD Ordinance and the Amended Annexation Agreement shall remain in full force and effect, and the Owner shall comply with all requirements, conditions, and restrictions therein.
- F. <u>Declaration of Covenants</u>. A declaration of covenants and restrictions for Phase 3B or an amendment to the existing declaration of covenants recorded against portions of the Conservancy Development to add Phase 3B shall be recorded against the Phase 3B property in accordance with the requirements of Section 24.A of the Annexation Agreement, as amended by the Amended Annexation Agreement. The declaration shall include, at a minimum, provisions regarding maintenance by the developer, management company, or owners' association of the outlots, common areas, storm water facilities, fencing restrictions, and natural resource and other protected areas on the attached plat. The declaration of covenants and restrictions will be subject to review by the Village Attorney and the reasonable approval of the Village prior to its recordation.

In addition, any violation of this Ordinance shall be deemed a violation of the Village of Gilberts Zoning Code and shall subject the Owner to enforcement proceedings accordingly.

<u>Section 5.</u> <u>Severability.</u> 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.

<u>Section 6.</u> <u>Repeal and Saving Clause.</u> 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 ordinances.

<u>Section 7.</u> <u>Effective Date.</u> Upon its passage and approval according to law, this Ordinance shall, by authority of the Board of Trustees, be published in pamphlet form.

PASSED BY THE BOARD OF TRUSTEES this	day of	, 2024, as follows:
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	Ayes	<u>Nays</u>	Absent	<u>Abstain</u>
Trustee Robert Vanni Trustee Robert Chapman Trustee Justin Redfield Trustee Jeanne Allen Trustee Frank Marino Trustee Brandon Coats President Guy Zambetti				
	I	APPROVED THIS _	DAY OF	, 2024.
	-	Guy Zambetti,	ent	
(SEAL) ATTEST: $\overline{\text{Vi}}$	llage Clerk			
Published:				

EXHIBIT A

Legal Description of the Gilberts Development Parcel

PARCEL 1:

THE WEST 87 LINKS OF GOVERNMENT LOT 1 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 4 RODS OF THE EAST 3 RODS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11 TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, SAID PARALLEL LINE BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN AND BELVIDERE ELECTRIC COMPANY IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 6:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 7:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 8:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 9:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 2 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF

THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 10:

THE NORTH HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 4 RODS OF THE WEST 3 RODS THEREOF) OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 11:

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, (EXCEPT THE WEST 87 LINKS OF THE NORTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER AND ALSO EXCEPT THAT PART OF SAID NORTHWEST FRACTIONAL LYING NORTHEASTERLY OF THE CENTER LINE OF HUNTLEY ROAD), ALSO THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

Parcel Identification Numbers: 02-02-100-007; 02-02-100-008; 02-02-300-002; 02-02-300-003; 02-02-300-004; 02-02-400-002; 02-11-100-003; 02-11-100-010; 02-11-200-001; 02-11-200-003; 02-11-200-005; 02-11-200-007; 02-11-300-008; 02-11-400-003; 02-11-400-004; 02-11-400-005; 02-11-475-012; 02-11-425-001; 02-11-475-001; 02-11-425-010; 02-11-401-016; 02-11-296-001; 02-11-401-001; 02-11-401-008; 02-11-401-015; 02-11-350-007; 02-11-404-010; 02-11-475-013; 02-11-401-014; 02-11-401-013; 02-1401-012; 02-11-401-011; 02-11-401-010; 02-11-401-009; 02-11-401-008; 02-11-401-007; 02-11-401-006; 02-11-401-005; 02-11-401-004; 02-11-401-003; 02-11-401-002; 02-11-296-002; 02-11-402-001; 02-1402-002; 02-11-402-003; 02-11-348-001; 02-11-402-004; 02-11-348-002; 02-11-402-005; 02-11-348-003; 02-11-348-004; 02-11-350-006; 02-11-350-005; 02-11-350-004; 02-11-404-004; 02-11-350-003; 02-11-404-003; 02-11-350-002; 02-11-404-002; 02-11-350-001; 02-11-404-0011 02-11-404-006; 02-11-404-007; 02-11-404-008; 02-11-404-009; 02-11-451-001; 02-11-451-011; 02-11-451-002; 02-11-451-012; 02-11-12; 02-11; 02-11-12; 02-11451-003; 02-11-451-013; 02-11-451-004; 02-11-451-014; 02-11-451-005; 02-11-451-015; 02-11-451-006; 02-11-451-016; 02-11-451-007; 02-11-451-017; 02-11-451-008; 02-11-451-018; 02-11-451-009; 02-11-451-019; 02-11-451-010; 02-11-451-020; 02-11-349-001; 02-11-349-002; 02-11-349-003; 02-11-349-004; 02-11-349-005; 02-11-349-006; 02-11-349-007; 02-11-349-008; 02-11-349-009; 02-11-403-001; 02-1403-002; 02-11-403-003; 02-11-403-004; 02-11-403-005; 02-11-403-006; 02-11-403-007; 02-11-403-008; 02-11-403-009; 02-11-405-001; 02-11-405-002; 02-11-405-003; 02-11-405-004; 02-11-405-005; 02-11-405-006; 02-11-405-007; 02-11-405-008; 02-11-405-009; 02-11-405-010; 02-11-405-011; 02-11-405-012; 02-11-405-013; 02-11-405-014; 02-11-405-015; 02-11-405-015; 02-11-405-016; 02-11-405-017; 02-1405-018; 02-11-405-019; 02-11-425-002; 02-11-425-003; 02-11-425-004; 02-11-425-005; 02-11-425-006; 02-11-425-007; 02-11-425-008; 02-11-425-009; 02-11-425-010; 02-11-425-011; 02-11-425-012; 02-1425-013; 02-11-425-014; 02-11-425-015; 02-11-425-016; 02-11-425-017; 02-11-425-018; 02-11-425-019; 02-11-425-020; 02-11-452-001; 02-11-452-002; 02-11-452-003; 02-11-452-004; 02-11-452-005; 02-1452-006; 02-11-452-007; 02-11-452-008; 02-11-452-009; 02-11-452-010; 02-11-452-011; 02-11-452-012; 02-11-452-013; 02-11-452-014; 02-11-452-015; 02-11-452-016; 02-11-452-017; 02-11-452-018; 02-1452-019; 02-11-475-002; 02-11-475-003; 02-11-475-004; 02-11-475-005; 02-11-475-006; 02-11-475-007; 02-11-475-008; 02-11-475-009; 02-11-475-010; 02-11-475-011

Exhibit B

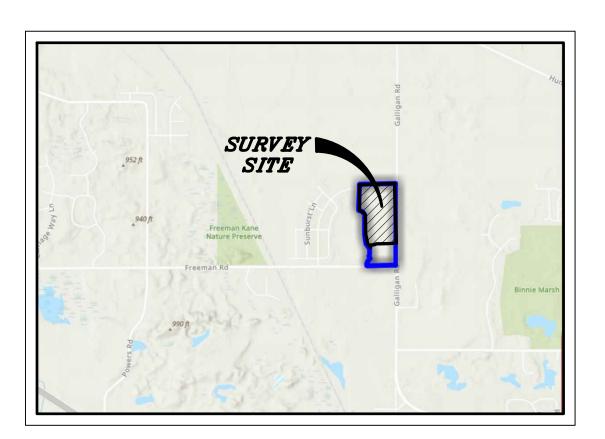
Final Plat of Subdivision for Phase 3B

[ATTACH]

Exhibit C

Final PUD Plans for Phase 3B

[ATTACH]



LOCATION MAP

NOT TO SCALE

SUBMITTED BY/RETURN TO

GILBERTS DEVELOPMENT FN LLC, A
DELAWARE LIMITED LIABILITY COMPANY
340 W BUTTERFIELD ROAD, UNIT 2D
ELMHURST, ILLINOIS 60126

SURVEYOR'S NOTES

1. THIS SUBDIVISION CONSISTS OF LOTS 45 THROUGH 152, OUTLOT E, OUTLET F, OUTLOT G, OUTLOT H AND OUTLOT I. SAID LOTS AND OUTLOTS ARE PART OF AN INTEGRAL NUMBERING SYSTEM TO EMBRACE ALL OF THE CONSERVANCY — NEIGHBORHOOD 3.

2. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.)

3. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE—EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.

4. THIS SUBDIVISION IS PART OF PLANNED UNIT DEVELOPMENT AS DESCRIBED IN VILLAGE OF GILBERT ORDINANCE NUMBER 08-2019 RECORDED JULY 9, 2019 AS DOCUMENT NUMBER 2019K029087. SAID ORDINANCE IS SUBJECT TO CHANGE.

5. IN ACCORDANCE WITH CHAPTER 765 ILCS SECTION 205/1 5/8" X 24" LONG IRON RODS WILL BE SET AT ALL PROPERTY CORNERS AND POINTS OF GEOMETRIC CHANGE.

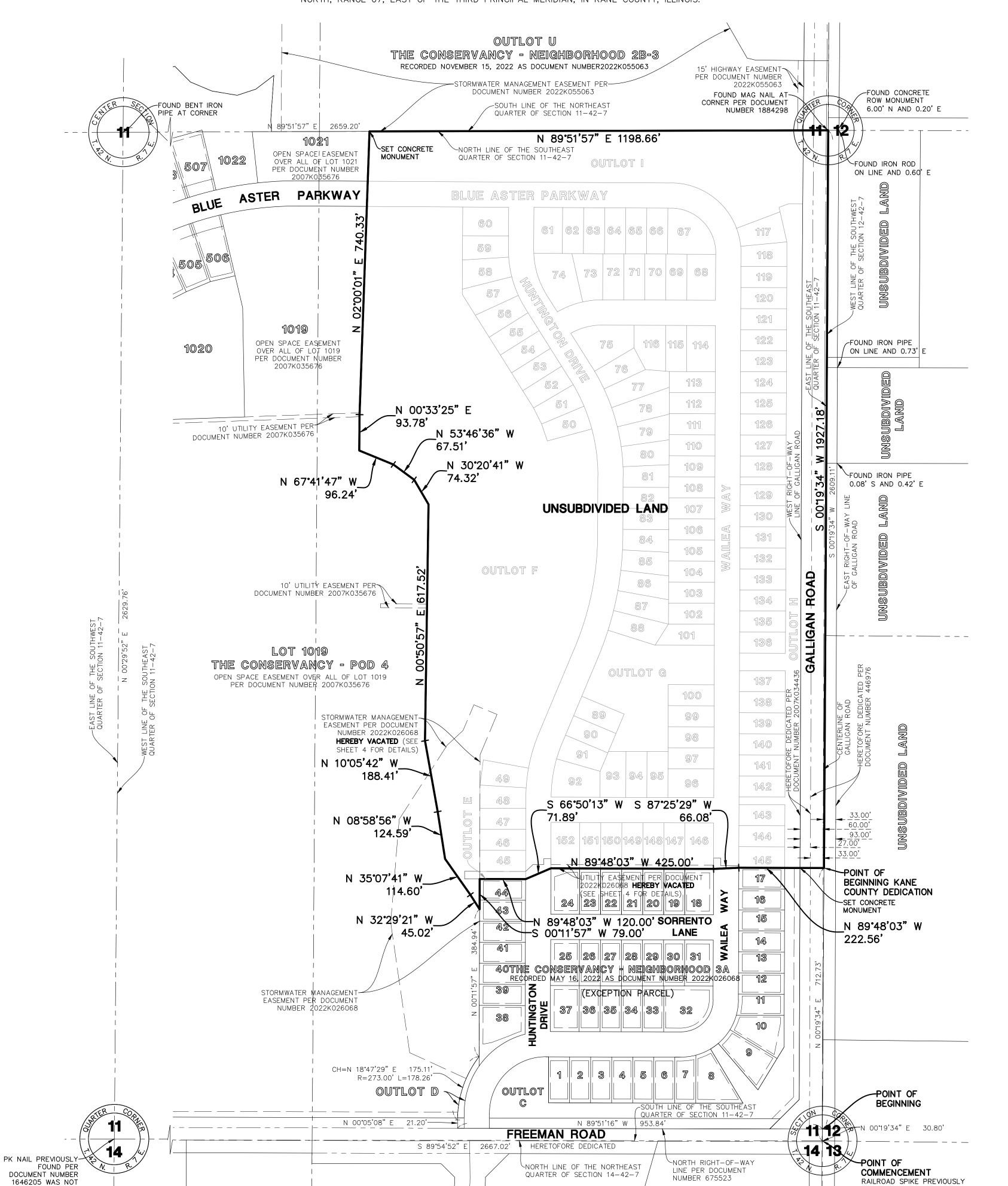
6. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. MANHARD CONSULTING IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2023.

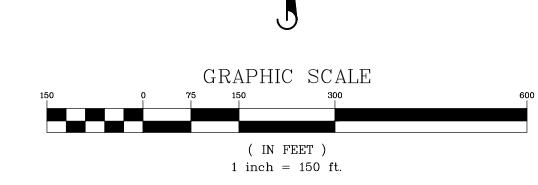
FINAL PLAT

OF

THE CONSERVANCY - NEIGHBORHOOD 3B

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 07, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.





BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CONSERVANCY —
NEIGHBORHOOD 3A FINAL PLAT OF SUBDIVISION
RECORDED AS DOCUMENT NUMBER 2022K026068

OWNER/DEVELOPER

GILBERTS DEVELOPMENT FN LLC, A DELAWARE LIMITED LIABILITY COMPANY 340 W BUTTERFIELD ROAD, UNIT 2D ELMHURST, ILLINOIS 60126

EXISTING PIN

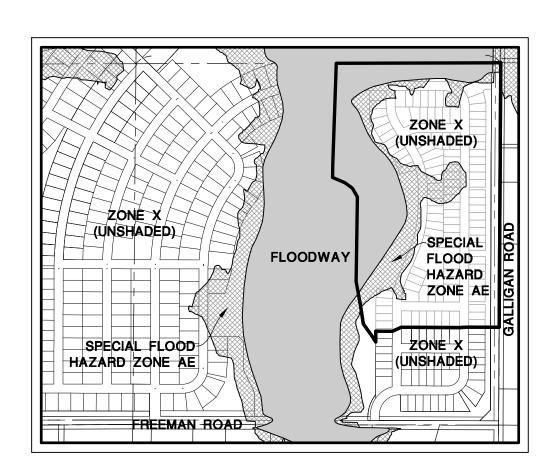
02-11-400-008

EXISTING PROPERTY AREA

2,155,205 SQUARE FEET (49.477 ACRES)

PROPOSED PROPERTY AREA

LOTS 45-152: 777,376 SQUARE FEET (17.846 ACRES)
OUTLOTS: 904,415 SQUARE FEET (20.763 ACRES)
VILLAGE ROW DEDICATION: 349,139 SQUARE FEET (8.015 ACRES)
COUNTY ROW DEDICATION: 124,275 SQUARE FEET (2.853 ACRES)
TOTAL AREA: 2,155,205 SQUARE FEET (49.477 ACRES)



FLOOD HAZARD MAP

N. T. S

= FLOODWAY IN ZONE AB

FOUND AT CORNER

PER DOCUMENT NUMBER 1884298 WAS NOT FOUND



SHEET INDEX			
SHEET 1:	EXISTING LOT AND EASEMENT DETAILS SURVEYOR'S NOTES AND FEMA INFO		
SHEETS 2-3:	PROPOSED LOT AND EASEMENT DETAILS AND EXISTING EASEMENT DETAILS		
SHEET 4:	EASEMENT VACATION DETAILS, CERTIFICATES AND EASEMENT PROVISIONS		
SHEET 5:	LEGAL DESCRIPTION, CERTIFICATES AND EASEMENT PROVISIONS		

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04 /14 /03 PEVICED DEP VII I ACE PI

C O N S UL T N C Matter Resource Engineers • Water & Wastewater Engineers • Water & Wastewater Engineers • Environmental Scientists • I and scane Architects • Plan

SERTS, ILLINOIS
AT OF SUBDIVISION

GILBERTS, FINAL PLAT OF

PROJ. MGR.: QH

PROJ. ASSOC.: ERV

DRAWN BY: AAS

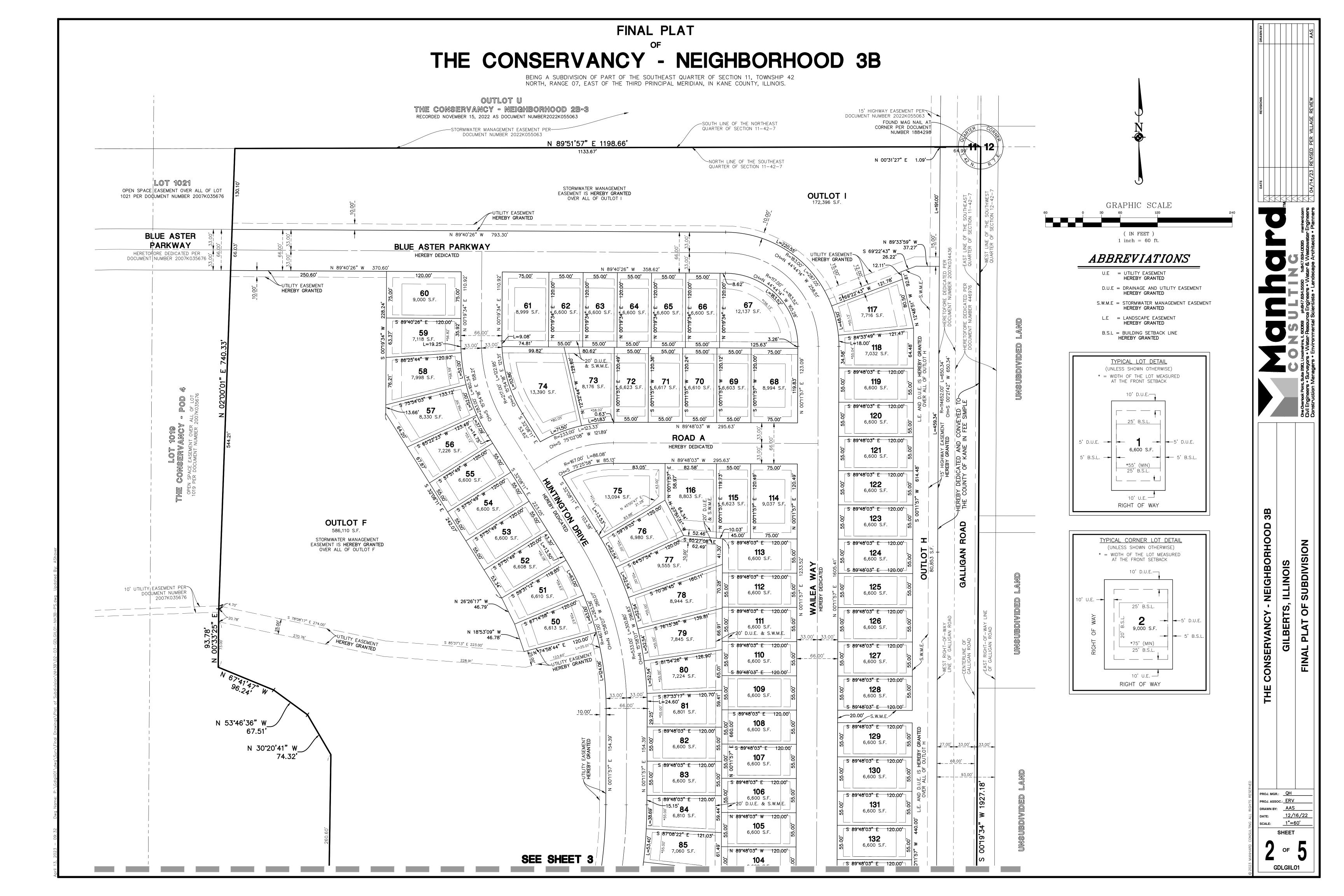
DATE: 12/16/22

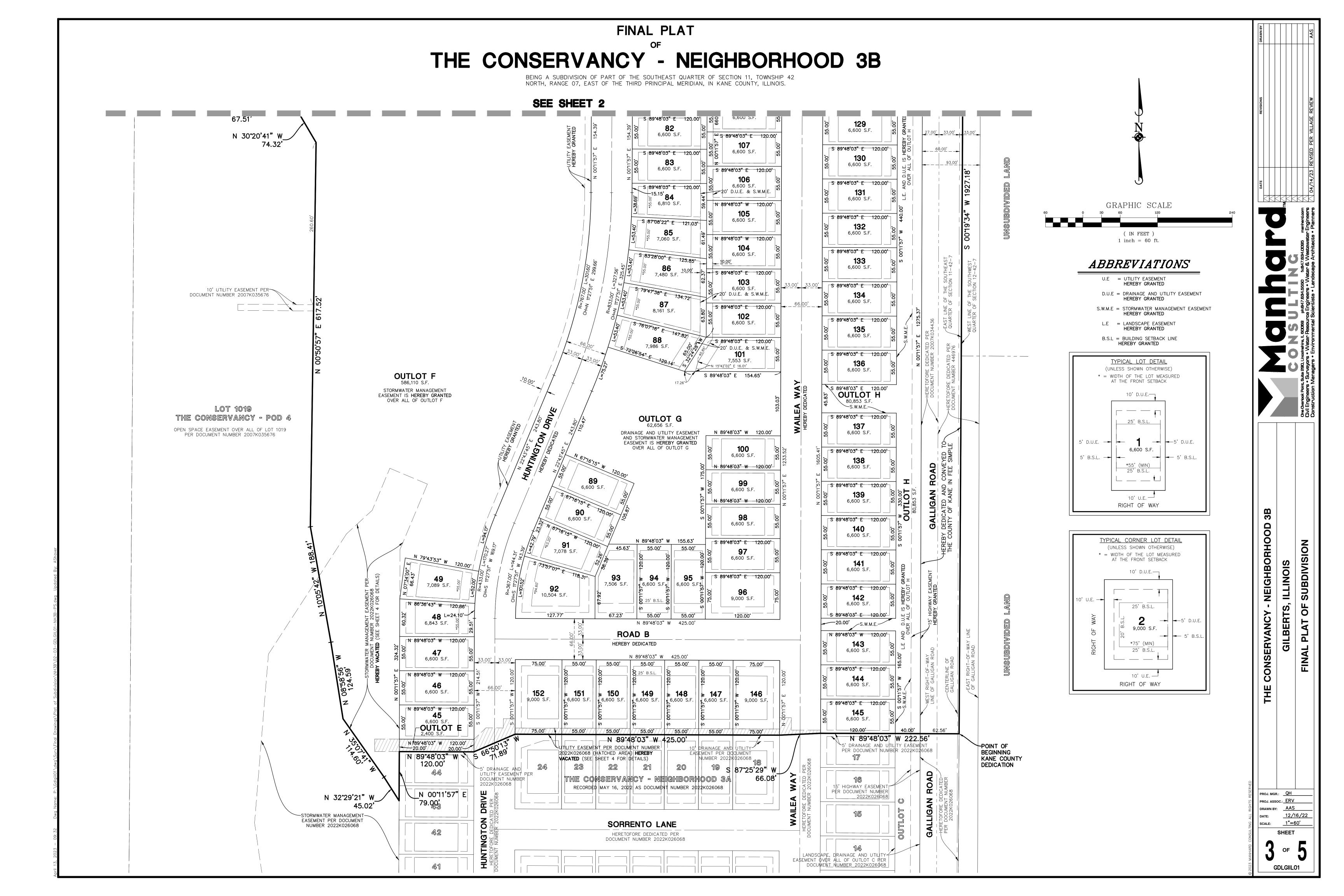
SCALE: 1"=150"

SHEET

OF 5

GDLGIIL01





FINAL PLAT

THE CONSERVANCY - NEIGHBORHOOD 3B

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 07, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.



VACATION OF UTILITY EASEMENTS (U.E.) APPROVED AND ACCEPTED

THE APPROVING AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE AND CONSENT TO THE RELEASE, VACATION AND ABROGATION OF THE UTILITY EASEMENT (U.E.) GRANTED BY DOCUMENT NUMBER 2022K026068, AS SHOWN AND LABELED HEREON AS "HEREBY VACATED"

ACCEPTED:		DATE:
	AT&T	
	PRINTED NAME AND TITLE	
ACCEPTED:	COMMONWEALTH EDISON COMPANY	_ DATE:
	PRINTED NAME AND TITLE	
ACCEPTED:	NORTHERN ILLINOIS GAS COMPANY	DATE:
	PRINTED NAME AND TITLE	
ACCEPTED:	COMCAST CABLE COMPANY	DATE:
	PRINTED NAME AND TITLE	
ACCEPTED:	VILLAGE OF GILBERTS	
	PRINTED NAME AND TITLE	
ACCEPTED:	GILBERTS MODA II, LLC A DELAWARE LIMITED LIABILITY COMPANY	DATE:
	PRINTED NAME AND TITLE	
ACCEPTED:	GILBERTS DEVELOPMENT FN LLC, A DELAWARE LIMITED LIABILITY COMPANY	DATE:

PRINTED NAME AND TITLE

VACATION OF STORMWATER MANAGEMENT EASEMENT APPROVED AND ACCEPTED

THE APPROVING AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE AND CONSENT TO THE RELEASE, VACATION AND ABROGATION OF A PORTION OF THE STORMWATER MANAGEMENT EASEMENT GRANTED BY DOCUMENT NUMBER 2022K026068, AS SHOWN AND LABELED HEREON AS "HEREBY

ACCEPTED:	VILLAGE OF GILBERTS	DATE:
ACCEPTED:	PRINTED NAME AND TITLE GILBERTS MODA II, LLC A DELAWARE LIMITED LIABILITY COMPANY	DATE:
ACCEPTED:	PRINTED NAME AND TITLE GILBERTS DEVELOPMENT FN LLC, A DELAWARE LIMITED LIABILITY COMPANY	DATE:
	PRINTED NAME AND TITLE	

COMMONWEALTH EDISON AND AT&T EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

COMMONWEALTH EDISON COMPANY

AT&T ILLINOIS, A.K.A. SBC, AMERITECH ILLINOIS, A.K.A. ILLINOIS BELL TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONSTRUCT OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY COMMUNICATIONS. SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT". "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT' "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH IN SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCEL OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA" OR AREAS". AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

NICOR GAS COMPANY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, DOING BUSINESS AS NICOR GAS COMPANY ("NICOR GAS") ITS SUCCESSORS AND ASSIGNS TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "UTILITY EASEMENT' "GAS EASEMENT", "COMMON AREA OR AREAS" AND STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND TO SERVE OTHER PROPERTY, ADJACENT OR OTHERWISE, AND THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER NICOR GAS COMPANY FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR UTILITY PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF NICOR GAS COMPANY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN SECTION 605/2(E) OF THE "CONDOMINIUM PROPERTY ACT" (ILLINOIS COMPILED STATUTES, CH. 765, SEC. 605/2(E), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, INCLUDING REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PROPERTY, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON THIS PLAT BY OTHER TERM

DRAINAGE EASEMENT PROVISIONS
A NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF GILBERTS AND TO THEIR SUCCESSORS AND ASSIGNS, TO HAVE THE RIGHT, BUT NOT THE DUTY TO INSTALL AND MAINTAIN SURFACE DRAINAGE, SUB-SURFACE DRAINAGE AND/OR STORM SEWERS, WITH ALL NECESSARY MANHOLES, CONNECTIONS, AND OTHER APPURTENANCES IN, UPON, OVER OR ALONG THE STRIPS OF LAND DESIGNATED ON THE PLAT AND MARKED "DRAINAGE AND UTILITY EASEMENT" OR "D.U.E." FOR THE PURPOSE OF PROVIDING, INSTALLING AND MAINTAINING SURFACE DRAINAGE, SUB-SURFACE DRAINAGE AND STORM SEWER SERVICE TO THE PUBLIC IN GENERAL, TOGETHER WITH THE RIGHT TO, BUT NOT THE DUTY ENTER UPON THE SAID EASEMENT AT ALL TIMES FOR ANY AND FOR ALL OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE WITH ANY SUCH STORM SEWERS AND/OR DRAINAGE. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR DRAINAGE AND STORM SEWER PURPOSES INCLUDING ANY PURPOSES APPROVED BY THE VILLAGE OF GILBERTS WITH THIS DEVELOPMENT PLAN.

UTILITY EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF GILBERTS AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE, INCLUDING, BUT NOT LIMITED TO COMMONWEALTH EDISON COMPANY, AT&T, NICOR GAS COMPANY, VILLAGE DESIGNATED CABLE TELEVISION COMPANY, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL THE AREAS MARKED "UTILITY EASEMENT" OR "U.E." OR "D.U.E." ON THE PLAT FOR THE PERPETUAL RIGHT AND PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING STORM AND/OR SANITARY SEWERS, AND WATERMAIN TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED WITHIN SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF GILBERTS.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF GILBERTS AND TO ITS SUCCESSORS AND ASSIGNS OVER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" OR "S.W.M.E." ON THE PLAT HEREON DRAWN FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREAS. TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS OR FENCES SHALL BE PLACED WITHIN SAID EASEMENT WITHOUT PRIOR APPROVAL FROM THE VILLAGE. NO CHANGES TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE VILLAGE ENGINEER BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. THE CONSERVANCY'S HOMEOWNERS ASSOCIATION SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND APPURTENANCES. THE VILLAGE OF GILBERTS WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE VILLAGE ENGINEER OF THE VILLAGE OF

LANDSCAPE EASEMENT PROVISIONS

LANDSCAPE EASEMENTS ARE RESERVED FOR AND GRANTED TO THE CONSERVANCY'S HOME OWNERS ASSOCIATION, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL THE AREAS MARKED "LANDSCAPE EASEMENT" OR "L.E." ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, REMOVE, REPLACE, AND ALTER LANDSCAPING. MONUMENT SIGNS AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID ASSOCIATION, OVER, UPON, ALONG AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THEIR RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY LANDSCAPING. NO PERMANENT BUILDINGS SHALL BE PLACED WITHIN SAID EASEMENTS. INSTALLATION OF FENCES OR ALTERATION OF LANDSCAPING SHALL ONLY BE PERMITTED WITH THE WRITTEN CONSENT AND APPROVAL OF THE SAID ASSOCIATION THROUGH ITS ADOPTED POLICIES AND PROCEDURES. GRADING WITHIN THE LANDSCAPE EASEMENT SHALL NOT BE ALTERED WITHOUT PRIOR WRITTEN CONSENT OF BOTH SAID ASSOCIATION AND THE VILLAGE OF GILBERTS.

SUBDIVIS ILLINOIS GILBERTS,

EIGHBOR

proj. mgr.: <u>QH</u> PROJ. ASSOC.: ERV 12/16/22

SCALE: SHEET GDLGIIL01

FINAL PLAT

THE CONSERVANCY - NEIGHBORHOOD 3B

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 07, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

OWNER'S AND SCHOOL CERTIFICATE STATE OF ILLINOIS COUNTY OF ____ THIS IS TO CERTIFY THAT GILBERTS DEVELOPMENT FN LLC, A DELAWARE LIMITED LIABILITY COMPANY IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREON, AND THAT AS SAID RECORD OWNER CONSENTS TO THE SUBDIVISION OF SAID PROPERTY. THE VARIOUS DEDICATIONS, GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHT-OF-WAY SHOWN ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICT(S): GILBERTS ELEMENTARY SCHOOL DISTRICT 300 DUNDEE MIDDLE SCHOOL DISTRICT 300 DUNDEE-CROWN HIGH SCHOOL DISTRICT 300 ELGIN COMMUNITY COLLEGE DISTRICT 509 DATED THIS _____, A.D., 2023. SIGNATURE NOTARY'S CERTIFICATE STATE OF ILLINOIS , A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT GILBERTS DEVELOPMENT FN LLC, A DELAWARE LIMITED LIABILITY COMPANY WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY (HE/SHE) SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D., 2023. MY COMMISSION EXPIRES _____ MORTGAGEE CONSENT THE UNDERSIGNED, AS MORTGAGEE, UNDER THE PROVISIONS OF CERTAIN MORTGAGE DATED _ AND RECORDED IN THE RECORDER'S OFFICE OF ______ COUNTY, ILLINOIS, ON THIS _____ DAY OF ______, A.D., ____, AS DOCUMENT NUMBER _____, HEREBY CONSENTS TO THE SUBDIVISION STATED HEREIN. DATED: _____, A.D., 2023. MORTGAGEE'S NAME AND ADDRESS PRINTED NAME AND TITLE PRINTED NAME AND TITLE MORTGAGEE NOTARY PUBLIC COUNTY OF _____ PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS ___ DAY OF _____, A.D. 2023. NOTARY PUBLIC KANE COUNTY RECORDER'S CERTIFICATE STATE OF ILLINOIS) COUNTY OF KANE) _____ WAS FILED FOR RECORD IN THE THIS INSTRUMENT NUMBER _____ RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, THIS ______ DAY OF ______, A.D., 2023, AT_____O'CLOCK___M.

RECORDER

LLAGE ENGINEER'S CERTIFICATE TATE OF ILLINOIS) OUNTY OF KANE) LINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT OVERNING PLAT APPROVAL. LIS DAY OF LAGE ENGINEER ANNING COMMISSION CERTIFICATE ATE OF ILLINOIS) OUNTY OF KANE)	
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PROVED BY SAID PLANNING COMMISSION THIS	
ANNING COMMISSION, VILLAGE OF GILBERTS	
NATURE	
RTIFY THAT THERE ARE NO DELINQUENT OR UNPA	
ANY DEFERRED INSTALLMENTS THEREOF THAT H ND INCLUDED IN THE PLAT.	
TED AT, KANE COUNTY, ILLINOIS, T	'HIS, DAY OF, A.D., 2
LAGE TREASURER	
AADD OF TRUSTEES CERTIFICATE	
ATE OF ILLINOIS)	
) SS UNTY OF KANE)	
PROVED BY THE BOARD OF TRUSTEES OF GILBERT	
S DAY OF	, A.D., 2023.
ESIDENT OF VILLAGE BOARD OF TRUSTEES	
TEST:	
	·
TEST:	·
TEST: VILLAGE CLERK	
DUNTY CLERK CERTIFICATE	
OUNTY CLERK CERTIFICATE TATE OF ILLINOIS)) SS	
OUNTY CLERK CERTIFICATE TATE OF ILLINOIS)	

THIS _____, A.D., 2023.

BY: ______
COUNTY CLERK

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RECORDED AS DOCUMENT NUMBER 2022K026068, SAID POINT BEING THE POINT OF BEGINNING;
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COUNTY ENGINEER'S CERTIFICATE
STATE OF ILLINOIS )
COUNTY OF KANE )
ACCEPTED AND APPROVED THIS _____ DAY OF _____, A.D., 2023.
KANE COUNTY ENGINEER
                 ACCESS NOTE
   1. THERE IS NO VEHICULAR ACCESS TO OR FROM GALLIGAN ROAD OR FREEMAN ROAD FROM
   OUTLOT H AND OUTLOT I.
   KANE COUNTY RIGHT OF WAY
 DEDICATION LEGAL DESCRIPTION
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THAT PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH AND RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH OO DEGREES 19 MINUTES 34 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 712.73 FEET TO THE NORTHEAST CORNER OF THE CONSERVANCY - NEIGHBORHOOD 3A

THENCE NORTH 89 DEGREES 48 MINUTES 03 SECONDS WEST, ALONG THE NORTH LINE OF SAID CONSERVANCY - NEIGHBORHOOD 3A, A DISTANCE OF 62.56 FEET TO A POINT ON THE WESTERLY LINE OF GALLIGAN ROAD AS DESCRIBED IN DOCUMENT NUMBER R2007K034436; THENCE ALONG SAID WESTERLY LINE OF GALLIGAN ROAD FOR THE NEXT 3 COURSE: (1) THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1275.37 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHERLY, ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 114652.00 FEET, AN ARC DISTANCE OF 650.34 FEET, A CHORD BEARING NORTH 00 DEGREES 21 MINUTES 42 SECONDS EAST, AND A CHORD DISTANCE OF 650.34 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 00 DEGREES 31 MINUTES 27 SECONDS EAST, A DISTANCE OF 1.09 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 51 MINUTES 57 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 64.99 FEET TO AFORESAID EAST LINE OF THE SOUTHEAST QUARTER: THENCE SOUTH OO DEGREES 19 MINUTES 34 SECONDS WEST. ALONG SAID EAST LINE, A DISTANCE OF 1927.18 FEET TO THE POINT OF BEGINNING.

HIGHWAY EASEMENT PROVISIONS

THE GRANTOR GRANTS AND CONVEYS UNTO THE COUNTY OF KANE AN EXCLUSIVE PERMANENT EASEMENT FOR THE USE OF THE COUNTY OF KANE TO THE EXCLUSION OF ALL OTHERS EXCEPT AS SET FORTH HEREIN, FOR HIGHWAY AMONG OTHER PURPOSES WHICH EASEMENT INCLUDES, BUT IS NOT NECESSARILY LIMITED TO THE RIGHT TO USE THE EASEMENT PREMISES FOR ANY PRESENT OR FUTURE HIGHWAY PURPOSE OR ANY PURPOSE ASSOCIATED WITH OR APPURTENANT TO THE USE OF THE EASEMENT PREMISES FOR A HIGHWAY. HIGHWAY PURPOSE AS USED HEREIN INCLUDES BUT IS NOT NECESSARILY LIMITED TO DESIGN, CONSTRUCTION, OPERATION, INSTALLATION, ALTERATION, REPAIR, REPLACEMENT, RENEWAL, IMPROVEMENT, REMOVAL, WIDENING, MAINTENANCE, RECONSTRUCTION, REPAVING OF ANY FACILITY, STRUCTURE OR FEATURE IN ANY WAY ASSOCIATED WITH OR APPURTENANT TO A HIGHWAY, INCLUDING PUBLIC SIDEWALKS AND/OR BICYCLE TRAILS.

SAID EXCLUSIVE PERMANENT EASEMENT FURTHER INCLUDES THE EXCLUSIVE RIGHT OF THE COUNTY OF KANE TO THE EXCLUSION OF ALL OTHERS TO PERMIT PUBLIC UTILITIES SUCH AS NICOR, COMMONWEALTH EDISON, COMCAST, AT&T AND THE LIKE PURSUANT TO THOSE CONDITIONS AS MAY BE REQUIRED BY THE COUNTY OF KANE, TO USE, OPERATE, INSTALL, MAINTAIN, ALTER, REPAIR, REPLACE, RENEW, IMPROVE AND REMOVE ANY FACILITIES AND/OR STRUCTURES, ABOVE OR BELOW GROUND FOR THE PURPOSES OF PRIVATE OR PUBLIC UTILITY SERVICE INCLUDING THE TRANSMISSION OF GAS, WATER, ELECTRIC, LIQUID, DATA, VIDEO OR DIGITAL BY MEANS OF LINES, WIRES, FIBER OPTIC LINES, PIPES, CONDUITS AND POLES INCLUDING ANY OTHER PRESENT OR FUTURE MEANS OF TRANSMISSION BY ANY OTHER STRUCTURE OR FACILITY ASSOCIATED WITH OR APPURTENANT THERETO.

SURFACE WATER STATEMENT

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 14TH DAY OF APRIL, 2023



ILLINOIS REGISTERED PROFESSIONAL ENGINEER ILLINOIS REGISTRATION NUMBER 062-044426 LICENSE EXPIRES NOVEMBER 30, 2023

OWNER OR OWNER'S ATTORNEY: _____

PERMISSION TO RECORD

STATE OF ILLINOIS COUNTY OF LAKE)

I, ERIC R. VESELY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO THE VILLAGE OF GILBERTS TO RECORD THIS PLAT BEFORE JUNE 30, 2023. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS 14TH DAY OF APRIL, A.D. 2023.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855 LICENSE EXPIRES NOVEMBER 30, 2024



SURVEYORS CERTIFICATE

I. ERIC R. VESELY. AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH OO DEGREES 19 MINUTES 34 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 30.80 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FREEMAN ROAD AS DEDICATED PER DOCUMENT 675523, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 51 MINUTES 16 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 953.84 FEET; THENCE NORTH OO DEGREES 05 MINUTES 08 SECONDS EAST, A DISTANCE OF 21.20 FEET TO A TANGENT CURVE; THENCE NORTHEASTERLY ALONG SAID TANGENT CURVE CONCAVE TO THI SOUTHEAST HAVING A RADIUS OF 273.00 FEET SUBTENDING A CHORD BEARING NORTH 18 DEGREES 47 MINUTES 29 SECONDS EAST, AN ARC DISTANCE OF 178.26 FEET TO A NON-TANGENT LINE; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS EAST ALONG SAID NON-TANGENT LINE, A DISTANCE OF 384.94 FEET TO A POINT ON THE EASTERLY LINE OF LOT 1019 IN THE CONSERVANCY - POD 4 RECORDED RECORDED MARCH 30, 2007 AS DOCUMENT NUMBER 2007K035676; THENCE ALONG THE EASTERLY LINE OF SAID POD 4 SUBDIVISION FOR THE FOLLOWING 10 COURSES: 1) THENCE NORTH 32 DEGREES 29 MINUTES 21 SECONDS WEST, A DISTANCE OF 45.02 FEET; 2) THENCE NORTH 35 DEGREES 07 MINUTES 41 SECONDS WEST, A DISTANCE OF 114.60 FEET; 3) THENCE NORTH 08 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 124.59 FEET; 4) THENCE NORTH 10 DEGREES 05 MINUTES 42 SECONDS WEST, A DISTANCE OF 188.41 FEET; 5) THENCE NORTH 00 DEGREES 50 MINUTES 57 SECONDS EAST, A DISTANCE OF 617.52 FEET; 6) THENCE NORTH 30 DEGREES 20 MINUTES 41 SECONDS WEST, A DISTANCE OF 74.32 FEET; 7) THENCE NORTH 53 DEGREES 46 MINUTES 36 SECONDS WEST, A DISTANCE OF 67.51 FEET; 8) THENCE NORTH 67 DEGREES 41 MINUTES 47 SECONDS WEST, A DISTANCE OF 96.24 FEET; 9) THENCE NORTH 00 DEGREES 33 MINUTES 25 SECONDS EAST. A DISTANCE OF 93.78 FEET: 10) THENCE NORTH 02 DEGREES 00 MINUTES 01 SECONDS EAST, A DISTANCE OF 740.33 FEET TO THE NORTHEAST CORNER OF SAID POD 4 SUBDIVISION AND THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 51 MINUTES 57 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 1198.66 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 19 MINUTES 34 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 2609.11 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PART LYING WITHIN THE CONSERVANCY NEIGHBORHOOD 3A RECORDED AS DOCUMENT NUMBER 2022K026068.

SURVEYED PROPERTY CONTAINS 49.477 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY HEREON DRAWN IS SITUATED WITHIN THE VILLAGE OF GILBERTS, ILLINOIS, A MUNICIPALITY WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS IN ACCORDANCE WITH 65 ILCS 5/11-12-6.

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM LETTER OF MAP REVISION 17-05-3110P WITH AN EFFECTIVE DATE OF SEPTEMBER 20, 2018 AND LETTER OF MAP REVISION 10-05-2799P WITH AN EFFECTIVE DATE OF DECEMBER 21, 2010 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE X(UNSHADED), SPECIAL FLOOD HAZARD AREAS ZONE AE AND FLOODWAY AREAS IN ZONE AE. ZONE X(UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. SPECIAL FLOOD HAZARD AREA ZONE AE IS DEFINED AS SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATION DETERMINED AND FLOODWAY AREAS IN ZONE AE IS DEFINED AS THE FLOODWAY IS THE CHANNEL OF THE STREAM PLUS AND ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD. THE FLOOD HAZARD MAP HAS BEEN SHOWN HEREON BASED ON THE NATIONAL FLOOD HAZARD LAYER DATASET WHICH INCORPORATES ALL FLOOD INSURANCE RATE MAP (FIRM), AND ANY LETTERS OF MAP REVISION (LOMRS) THAT HAVE BEEN ISSUED AGAINST THOSE DATASETS ÀS OF SEPTEMBER 24, 2020.

GIVEN UNDER MY HAND AND SEAL THIS 14TH DAY OF APRIL, A.D. 2023.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855 LICENSE EXPIRES: NOVEMBER 30, 2024 DESIGN FIRM LICENSE NO. 184003350 LICENSE EXPIRES: APRIL 30, 2023

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. DATE OF FIELD SURVEY: DECEMBER 2, 2020



SUBDIVISION ILLINOIS

 $\overline{\mathbf{c}}$

OD

NEIGHBORHO

GILBERTS,

ERVANCY ONS C Ш

PROJ. MGR.: QH PROJ. ASSOC.: ERV

DRAWN BY: AAS 12/16/22 SCALE: _NA SHEET

OF GDLGIIL01



Village of Gilberts

Village Hall 87 Galligan Road, Gilberts, Illinois 60136 Ph. 847-428-2861 Fax: 847-428-2955

www.villageofgilberts.com

To: President Zambetti and Board of Trustees

From: Riley Lynch, Management Analyst
Cc: Brian Bourdeau, Village Administrator
Date: January 16, 2024 Plan Commission Meeting

Re: Item 5.C – Approval of a Plat of Consolidation for the Grove Wash Development

at 351 E. Higgins Road

Summary:

Staff recommends approval of the Applicant's request that the lots apart of the Grove Wash Development be consolidated into one parcel.

Background:

Glogovsky Real Estate LLC (Applicant) currently owns Prairie Business Park Lots 14-21, commonly known as 351 E. Higgins Road (PIN: 02-24-403-012). As part of the Prairie Business Park planned unit development (PUD) approved via Ordinance 13-2013, the Applicant's property was split into multiple sliver lots for platting and marketing purposes. Today, the Applicant's car wash development on the site is nearing completion, yet the property is still identified as multiple individual sliver lots. This can cause confusion and does not follow best planning practices.

Analysis and Recommendation:

The Applicant proposes consolidating/re-subdividing the lots into a single parcel to clean up the property records and make it be referenced as a single property as opposed to multiple lots. Note that in this case, the consolidation only changes how the property is referenced and identified. This proposal does not contemplate changes to any other aspect of the development. In other words, this consolidation is just for good bookkeeping. The Plan Commission reviewed this request at their January 10, 2024 meeting and provided a unanimous positive recommendation to the Village Board. For these reasons, staff recommends approval of the Applicant's request that the lots apart of the Grove Wash Development be consolidated into one parcel.

Attachments

• Exhibit 1 – Gilberts Grove Wash Proposed Plat of Re-Subdivision

AN ORDINANCE APPROVING A PLAT OF RE-SUBDIVISION FOR THE GROVE WASH DEVELOPMENT

ORDINANCE 03-2024

- WHEREAS, Glogovsky Real Estate LLC ("Applicant") is the owner of the property commonly known as 351 E. Higgins Road, Gilberts, Illinois ("Subject Property"); and
- **WHEREAS,** the Subject Property consists of eight separate lots of record, each of which abuts on the south side of Illinois Route 72, and currently contains the Grove Wash Development; and
- WHEREAS, the Applicant has applied for approval of a plat of re-subdivision to consolidate the eight lots comprising the Subject Property into a single lot of record to be known as the "Glogovsky Gilberts Car Wash"; and
- WHEREAS, on January 10, 2024, the Village Plan Commission conducted a meeting to consider the plat of re-subdivision for the Glogovsky Gilberts Car Wash, and made a recommendation of approval to the Village Board; and
- WHEREAS, the Village Boad has considered the request for approval of the Applicant's plat of re-subdivision to consolidate the Subject Property into a single lot of record, and has determined that it is in the best interests of the Village and its residents to approve the plat of resubdivision.

THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS AS FOLLOWS:

- **Section 1.** Recitals. The recitals set forth above are hereby incorporated into and made a part of this Ordinance as though set forth in this Section 1.
- Section 2. Approval of The Plat of Re-Subdivision for the Glogovsky Gilberts Car Wash. The Plat of Re-Subdivision for the Glogovsky Gilberts Car Wash, a copy of which is attached hereto as Exhibit A, is hereby approved.
- <u>Section 3.</u> <u>Severability.</u> 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 4. 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 ordinances.

<u>Section 5.</u> <u>Effective Date.</u> Upon its passage and approval according to law, this Ordinance shall, by authority of the Board of Trustees, be published in pamphlet form.

PASSED BY A VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 16th day of January, 2024.

	<u>Ayes</u>	<u>N</u>	lays_	Absent	<u>Abstain</u>
Trustee Robert Vanni Trustee Frank Marino Trustee Brandon Coats Trustee Jeanne Allen Trustee Robert Chapman Trustee Justin Redfield President Guy Zambetti		 			
		APPROV	VED THIS 16	TH, DAY OF JA	ANUARY, 2024.
(SEAL)		Guy	Zambetti, Vi	illage Presiden	t
ATTEST: Village Clerk			_		
Published:					

EXHIBIT A

RECORD PROPERTY DIMENSIONS

ILLINOIS ROUTE 72

(HIGGINS ROAD) (120' RIGHT—OF—WAY) _SOUTH LINE OF IL. STATE ROUTE 72 PER DOC. #2001K140427, #2001K137422 AND #2013K033874 SOUTH RIGHT-OF-WAY LINE OF IL. STATE ROUTE 72 SET CONCRETE MONUMENT PER DOC. # 2013K033874 AT CORNER SET IRON PIPE-N=1980183.91 S 89°52′19" E 209.81° 15.00' -15' PUBLIC UTILITY EASEMENT PER DOC. #2013K033874--*N 45°07′01" E 35.35*′ S 44°52′19" E 35.36′ ~ 50' BUILDING LINE PER DOC. #2001K140427 #2001K137422 AND #2013K033874 FOUND IRON ROD AT CORNER FOUND IRON ROD AT CORNER PRAIRILE BUSINESS IPARK ISUBDIIVISION PER DOC. # 2013K033874 ~ ~ PROPERTY AREA=58,672,05 SQ. FT (1.35 ACRES) ARC=13.69^ FOUND IRON ROD RAD=235.87 10' PUBLIC UTILITY EASEMENT PER DOC. #2015K044943 CB=N01°46′57"E CD=13.69'

N 89°49′51" W 260.20′ (50' RIGHT-OF-WAY) TRILLIUM DRIVE

30.00'

30.00'

30.00'

1. BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.

FOUND IRON ROD AT CORNER

3. ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

4. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO ILLINOIS

ROUTE 72 (HIGGINS ROAD) FROM LOT 1.

AFTER RECORDING RETURN TO: VILLAGE OF GILBERTS 87 GALLIGAN ROAD GILBERTS, IL 60136

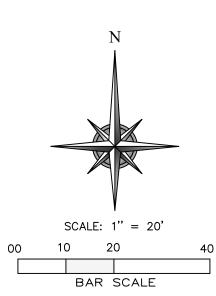
2. PIN NUMBER: 02-24-403-012

PROPERTY OWNER: GLOGOVSKY REAL ESTATE LLC 385 E HIGGINS RD GILBERTS, IL, 60136

SUBDIVIDER THE W-T GROUP, LLC 2675 PRATUM AVE HOFFMAN ESTATES, IL 60192 224-293-6333

DESIGNER/ENGINEER THE W-T GROUP, LLC 2675 PRATUM AVE HOFFMAN ESTATES, IL 60192

224-293-6333



PLAN COMMISSION CERTIFICATE

.30 00'

STATE OF ILLINOIS) COUNTY OF KANE)

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GILBERTS, ILLINOIS.

THIS _____, A.D. _____,

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS) COUNTY OF KANE)

, COLLECTOR OF THE VILLAGE OF GILBERTS, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF, THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF

DATED AT GILBERTS, KANE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. _____.

VILLAGE TREASURER

PLAT OF RE-SUBDIVISION GLOGOVSKY GILBERTS CAR WASH

BEING A RE-SUBDIVISION OF LOTS 14,15,16,17,18,19,20 AND 21 OF PRAIRIE BUSINESS PARK, PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2013 AS DOCUMENT 2013K033874, IN THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF _) SS
COUNTY OF)

__ IS THE OWNER OF THE LAND SHOWN AND DESCRIBED ON THE PLAT AND BY ITS DULY AUTHORIZED MANAGER HAS AS SUCH OWNER CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON SHOWN.

THE UNDERSIGNED DO HEREBY CERTIFY THAT, AS OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, TO THE BEST OF THEIR KNOWLEDGE, IS LOCATED WITHIN THE BOUNDARIES OF UNIFIED SCHOOL DISTRICT 300 AND ELGIN COMMUNITY COLLEGE DISTRICT 509.

DATED THIS _____, A.D. _____,

NOTARY CERTIFICATE

STATE OF)
COUNTY OF)

___, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. ____.

NOTARY PUBLIC	
MY COMMISSION	FYDIRFS.

MY COMMISSION EXPIRES: ______

MORTGAGEE CERTIFICATE

STATE OF)) SS
COUNTY OF)

_ HEREBY CERTIFIES THAT IT IS THE MORTGAGEE OF THE PROPERTY DESCRIBED UNDER THE MORTGAGE DATED ______ _____ IN KANE COUNTY, ILLINOIS, AS DOCUMENT NO. _____, AND THAT IT CONSENTS TO THE SUBDIVISION AND PLAT OF SAID

DATED THIS _____ DAY OF _____ A.D. ____ BY: _____ TITLE:

NOTARY CERTIFICATE

STATE OF	.) SS
COUNTY OF	_)

SET CONCRETE MONUMENT -

AT CORNER

N=1979955.06 E=976666.52

___, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS. APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. ____.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____

VILLAGE COUNCIL CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF KANE)

APPROVED THIS _____ DAY OF _____, A.D. ____, BY THE COUNCIL OF THE VILLAGE OF GILBERTS, ILLINOIS.

VILLAGE PRESIDENT

VILLAGE CLERK

COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
	SS

ACCEPTED AND APPROVED THIS _____ DAY OF _____, A.D. 20__.

COUNTY ENGINEER

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF KANE)

COUNTY OF KANE)

. COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT.

I, FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF KANE COUNTY, ILLINOIS,

THIS _____, A.D.,20___.

COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF KANE)

THE UNDERSIGNED AS THE RECORDER OF DEEDS FOR KANE COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON THE ____ DAY OF _____ A.D. 20_ AT ___ O'CLOCK _M.

RECORDER OF DEEDS

PLEASE PRINT/TYPE NAME

SURFACE WATER STATEMENT

STATE OF ILLINOIS) COUNTY OF KANE)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED. REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____ A.D. ____

JASON GREEN

ILLINOIS PROCESSIONAL ENGINEER ILLINOIS REGISTRATION NUMBER 062-059460 LICENSE EXPIRES NOVEMBER 30, 2023.

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF §2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL, BE REQUIRED BY THE DEPARTMENT.

JOSE RIOS P.E. REGION ONE ENGINEER

GLOC PLA SV

CLIENT 01/25/22 CLIENT 06/06/22 CLIENT 01/30/23 CLIENT CLIENT MYLAR

CHECK:FIM DRAWN:KCH

JOB: D2100082

SUB-PLAT OF SUBDIVISION

COMMONWEALTH EDISON AND AT&T EASEMENT PROVISIONS AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY

SBC - AMERITECH ILLINOIS A.K.A. ILLINOIS BELL TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E" (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT". "UTILITY EASEMENT". "PUBLIC UTILITY EASEMENT". "P.U.E" (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS". AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

NICOR GAS COMPANY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, DOING BUSINESS AS NICOR GAS COMPANY ("NICOR GAS") ITS SUCCESSORS AND ASSIGNS TO INSTALL, OPERATE, MAINTAIN. REPAIR. REPLACE AND REMOVE.. FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "UTILITY EASEMENT", "GAS EASEMENT", "COMMON AREA OR AREAS" AND STREETS AND ALLEYS, WHETHER' PUBLIC OR PRIVATE, AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND /OR ON THIS PLAT AS "COMMON ELEMENTS", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON. OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND TO SERVE OTHER PROPERTY, ADJACENT OR OTHERWISE. AND THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN. AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER NICOR GAS COMPANY FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR UTILITY PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF NICOR GAS COMPANY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN SECTION 605/2(E) OF THE "CONDOMINIUM PROPERTY ACT" (ILLINOIS COMPILED STATUTES, CH. 765, SEC.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, INCLUDING REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PROPERTY, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON

EASEMENT PROVISIONS FROM FINAL PLAT OF SUBDIVISION PRAIRIE BUSINESS PARK PER DOCUMENT #2013033874

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF GILBERTS, TO KANE COUNTY, AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE. AND KANE COUNTY. INCLUDING BUT NOT LIMITED TO: COMMONWEALTH EDISON COMPANY, SBC (A.K.A. AMERITECH TELEPHONE COMPANY NICOR COMPANY, VILLAGE DESIGNATED CABLE TELEVISION COMPANY, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED "UTILITY EASEMENT" OR "PUBLIC UTILITY EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT AND PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING STORM AND/OR SANITARY SEWERS, AND WATERMAIN TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE AND/OR COUNTY OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK, THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED WITHIN SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AM EASEMENT IS USED BOTH FOR SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF GILBERTS AND/OR KANE COUNTY.

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF GILBERTS. KANE COUNTY, AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE. NO GRADE CHANGES ARE ALLOWED WITHIN THE EASEMENTS WITHOUT PRIOR WRITTEN APPROVAL FROM THE VILLAGE AND/OR COUNTY.

DRAINAGE EASEMENT PROVISIONS FROM FINAL PLAT OF SUBDIVISION PRAIRIE BUSINESS PARK PER DOCUMENT #2013033874

THE VILLAGE OF GILBERTS IS HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "DRAINAGE EASEMENTS" TO INSTALL, OPERATE AND MAINTAIN SURFACE DRAINAGE FACILITIES, SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON GRANTOR'S SUCCESSORS AND ASSIGNS, SAID EASEMENTS SHALL BE USED FOR NO OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED BY THE VILLAGE. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED. FENCES MAY BE PERMITTED PROVIDING THE PROPERTY OWNER SIGNS A WAIVER AGREEMENT APPROVED BY THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT BUT NOT THE OBLIGATION TO, AT ANY TIME, ABATE ANY OBSTRUCTIONS PLACED ON OR OVER THE EASEMENT AREA. ANY COSTS INCURRED BY THE VILLAGE OR ITS AGENTS AND SUB CONTRACTORS TO ABATE THE OBSTRUCTIONS SHALL BE PAID FOR BY HE PROPERTY OWNER, IF THE PROPERTY OWNER CANNOT PAY FOR THE COSTS, THEN A LIEN SHALL BE PLACED ON THE PROPERTY.

605/2(E), AS AMENDED FROM TIME TO TIME.

EASEMENT PROVISIONS FROM RIEMER CENTRE INDUSTRIAL PARK & OFFICE RESEARCH CENTRE SUBDIVISION PER DOCUMENT #2001K137422

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CABLE TELEVISION COMPANY, AMERITECH. COMMONWEALTH EDISON COMPANY, NICOR COMPANY AND THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE STRIPS OF GROUND. AS SHOWN BY DASHED LINES ON THI PLAT AND THE WIDTHS OF WHICH ARE SHOWN ON THIS PLAT AND MARKED "EASEMENT", TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS AND CABLES, SEWERS AND WATER MAINS, WITH ALL NECESSARY MANHOLES. PHONE. ELECTRIC, SEWER, GAS AND WATER SERVICE; THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW. OPERATE AND MAINTAIN WITHIN SAID EASEMENT AREA SAID CONDUITS, CABLES, MANHOLES. WATER VALVES, AND OTHER EQUIPMENT; AND FINALLY THE RIGHT IS HEREBY GRANTED TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE, OR THREATEN TO INTERFERE WITH ANY OF THE SAID PUBLIC UTILITY EQUIPMENT. ALL INSTALLATIONS SHALL BE UNDERGROUND OR ON THE SURFACE, BUT NOT OVERHEAD. IT IS FURTHER UNDERSTOOD THE ABOVE EASEMENTS SHALL BE NON-EXCLUSIVE.

NO PERMANENT BUILDINGS OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

1. BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.

2. PIN NUMBER: 02-24-403-012

3. ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

4. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO ILLINOIS ROUTE 72 (HIGGINS ROAD) FROM LOT 1.

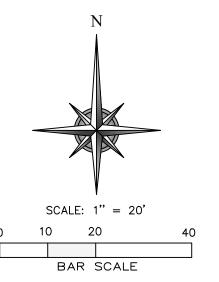
AFTER RECORDING RETURN TO: VILLAGE OF GILBERTS 87 GALLIGAN ROAD

PROPERTY OWNER: GLOGOVSKY REAL ESTATE LLC 385 E HIGGINS RD GILBERTS, IL, 60136

GILBERTS, IL 60136

SUBDIVIDER THE W-T GROUP, LLC 2675 PRATUM AVE HOFFMAN ESTATES, IL 60192 224-293-6333

DESIGNER/ENGINEER THE W-T GROUP, LLC 2675 PRATUM AVE HOFFMAN ESTATES, IL 60192 224-293-6333



UTILITY EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF GILBERTS AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE, INCLUDING, BUT NOT LIMITED TO COMMONWEALTH EDISON COMPANY, AT&T, NICOR GAS COMPANY, VILLAGE DESIGNATED CABLE TELEVISION COMPANY, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL THE AREAS MARKED "UTLITY EASEMENT" OR "U.E." OR "O.U.E." ON THE PLAT FOR THE PERPETUAL RIGHT AND PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING STORM AND/OR SANITARY SEWERS, AND WATERMAIN TOGETHER WITH ANY AND ALL NECESSARY MANHOLES. CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES. SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED WITHIN SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF GILBERTS.

SURVEYORS CERTIFICATE

STATE OF ILLINOIS) COUNTY OF COOK)

THIS IS TO STATE THAT I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYORS #035-003556, HAVE SURVEYED AND SUBDIVIDED INTO ONE LOT AND NO NEW STREETS, THE FOLLOWING DESCRIBED PROPERTY:

LOTS 14,15,16,17,18,19,20 AND 21 OF PRAIRIE BUSINESS PARK, BEING A RESUBDIVISION OF PART OF RIEMER CENTRE INDUSTRIAL PARK & OFFICE RESEARCH CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2013 AS DOCUMENT 2013K033874, IN THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS.

I CERTIFY THIS SITE IS LISTED AS BEING IN A ZONE "X", DESCRIBED AS "AREA IF MINIMAL FLOODING" PER F.E.M.A. PANEL NO. 17089C0155H DATED 08/03/2009.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THIS PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GILBERTS,

I FURTHER CERTIFY THAT I WILL SET ALL SUBDIVISION MONUMENTS AND HAVE DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (765 ILCS 205/). THE EXTERIOR SUBDIVISION MONUMENTS HAVE BEEN SET AND INTERIOR MONUMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT (SECTION 1270-56 OF THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT OF 1989)

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D.___. AT HOFFMAN ESTATES,

THE W-T GROUP, LLC

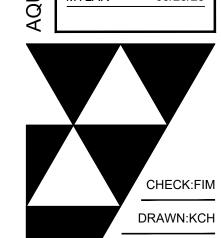
FRANJO I. MATICIC - PLS #035-003556 EXPIRES 11/30/2024 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

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C

CLIENT 01/25/22 CLIENT 06/06/22 CLIENT 01/30/23 CLIENT 02/13/23 CLIENT MYLAR



PLAT OF SUBDIVISION

JOB: D2100082



Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136
Public Works: 37 Industrial Drive Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofqilberts.com

To: Village President and Board of Trustees **From:** Mitchell Anderson, Management Analyst

Brian Bordeau, Village Administrator

Date: January 16, 2024 Village Board Meeting

Re: Item 6.A: New Business Program with Northern Kane County Chamber of

Commerce

Background

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

Analysis

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

- Type of business retail/commercial
- Brick and mortar (must be new construction)
- Non-home occupation
- New business, not a renewal application
- Within Gilberts Village limits

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

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

Conclusion/Recommendation:

Staff recommends approval of this partnership program with the Northern Kane County Chamber of Commerce. Should the Board concur, the program guidelines will be placed on a future Board agenda for approval.



PARTNERSHIP PROPOSAL

Prepared by:

Northern Kane County
Chamber of Commerce

For the:

Gilberts



NEW BUSINESS CHAMBER MEMBERSHIP

This partnership would entitle any new retail and commercial "brick and mortar" business within the city limits of the Village of Gilberts to their 1st year basic membership within the chamber of commerce.

This agreement would go into effect on January 1, 2024



THE STUCTURE

- The chamber would offer the village a discounted membership for the 1st year.
- The chamber would bill the village monthly for any memberships at the discounted rate.
- The business would be contacted to schedule a ribbon cutting and connect with other business owners in the community.
- The business owner would receive all the benefits provided by the chamber.



COST

- The chambers current basic membership is \$262.50 + a t-time application fee of \$25. The chamber would discount it for the village to \$200.
- All subsequent years would be billed at the current chamber rate.



BENEFITS

- This will provide the business with immediate access to a ribbon cutting, networking events, community guide, and other campaigns organized by the chamber.
- The chamber and village will partner together in hosting a ribbon cutting for the business.
- The business will be provided training, educational seminars, and resources provided by the chamber.





Dear Business Owner:

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

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

Joining the Chamber brings many benefits, including:

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

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

- New business coming into Gilberts (businesses renewing their license are **not** eligible)
- Physical, brick and mortar location (new construction)
- Retail and/or commercial user
 - o Home occupations are **not** eligible for the program
- Must be located within Gilberts Village limits

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

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

Thank you,

Mitchell Anderson Village of Gilberts Management Analyst Office: 847-428-2861 x605

manderson@villageofgilberts.com