

VILLAGE OF GILBERTS

RESOLUTION 10-2023

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH RUBBERCYCLE FOR THE PURCHASE OF RUBBER MULCH FOR TOWN CENTER AND WAITCUS PARKS IN AN AMOUNT NOT TO EXCEED \$16,200.

WHEREAS, the Village of Gilberts (“Village”) has three Village Parks with playground equipment; and

WHEREAS, each of the park playground surfaces are covered with rubber mulch; and

WHEREAS, funds were included in the FY2023 Budget for the purchase of rubber mulch as part of a multi-year program for mulch replacement at all Village Parks.

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.

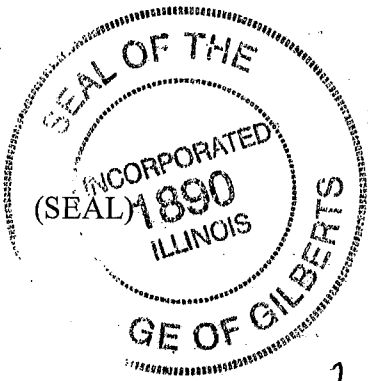
Section 2. **Approval; Authorization.** The Village Board of Trustees hereby authorizes the Village Administrator to execute agreements and other necessary documents with Rubbercycle for the purchase of rubber mulch in an amount not-to-exceed \$16,200.

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

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 21st day of March, 2023.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	<input checked="" type="checkbox"/>	_____	_____	_____
Trustee Dan Corbett	<input checked="" type="checkbox"/>	_____	_____	_____
Trustee Justin Redfield	<input checked="" type="checkbox"/>	_____	_____	_____
Trustee Jeanne Allen	<input checked="" type="checkbox"/>	_____	_____	_____
Trustee Lou Hacker	<input checked="" type="checkbox"/>	_____	_____	_____
Trustee Brandon Coats	_____	_____	<input checked="" type="checkbox"/>	_____
President Guy Zambetti	_____	_____	_____	_____

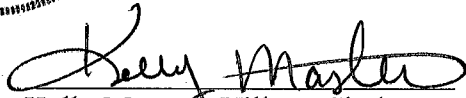
APPROVED THIS 21ST DAY OF MARCH, 2023.





Guy Zambetti, Village President

ATTEST:



Kelly Mastera, Village Clerk

RUBBERECYCLE™

1985 Rutgers University Blvd • Lakewood, New Jersey 08701
888.436.6846 • Fax: 732.370.4247 • www.rubberecycle.com

QUOTE

Quote # 230856

March 17, 2023

Sales Rep: Rachel Pohrille; rachel@rubbermulch.com

Bill To:

Village of Gilberts
Attention: Aaron Grosskopf
73 Industrial Drive
Gilberts, IL 60136

Ship To:

Village of Gilberts
Attention: Aaron Grosskopf
73 Industrial Drive
Gilberts, IL 60136

Quantity	Product	Special Delivered Price
36	Playsafer Rubber Mulch Black (unpainted) Super Sack 2,000Lbs.	\$16,200.00

Available Mulch Colors: Basic Black, Royal Blue, Forest Green, Cocoa Brown, Terra Cotta Red
Playsafer rubber mulch exceeds ASTM Standard F-1292, is ADA Compliant and IPEMA Certified.

Delivery will be via tractor trailer. A large turning area is required for access by tractor trailer.

Customer is responsible to unload 2,000 lb pallets from the trailer, using a forklift and pallet jacket or similar.

Payment Terms: Prepaid

Please send us your authorization to charge your credit card for the amount of \$16,200.00 so that we may continue to process your order.

Credit Card Number	Exp. Date	CVV	Billing Address	City	State	Zip
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Preferred Date of Delivery	Delivery Contact Person	Delivery Contact Phone	Alternate Phone
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Quote is valid through April 16, 2023

Customer signature is required to process this quote as an order. Please email or fax to (855) 856-5238

Accepted by: 

Customer name

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Customer signature

Prices do not include installation. Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalt may adversely affect the pigmentation of the rubber mulch and cause a harmless "bleeding affect". Please check all local & state guidelines, recommendations and applicable laws governing the use of safety surface materials in and around play equipment. Playsafer is guaranteed to be 99.9% free of steel, by weight. All sales final. All deposits are non-refundable. Rubberecycle will not be responsible for any loss or injury resulting from defects in the goods sold or use. Buyer agrees to Rubberecycle harmless of and from any liability which may be asserted against Rubberecycle by virtue of any suit or claim of any kind arising out of, connected with or resulting from the purchase, sale, use of consumption of the goods by the Buyer or any subsequent user of the goods. Buyer shall pay any judgments rendered against Rubberecycle as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle in defending any action brought against Rubberecycle as a result thereof, including attorney fees and expenses, expert witness fees, and court costs. The validity, construction and interpretation of these terms and conditions shall be governed and construed in accordance with the laws of the State of New Jersey. All overdue accounts are subject to a monthly 2% rate of interest. Buyer will be responsible for a legal costs associated in collecting outstanding debts.