

Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

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

www.villageofgilberts.com

VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING AGENDA

Tuesday, February 12, 2019 - 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*

Intended for public comment on issues not otherwise on this agenda, those comments offered when individual issues are discussed

4. ITEMS FOR DISCUSSION

A. Presentation and Discussion of the FY2019 Supplemental Police Pension Payment

B. Presentation and Discussion of Options Concerning a Donated Lighted Sign

C. Presentation and Discussion of a Revised Agreement for the Use of Village Athletic Fields

D. Presentation and Discussion Regarding the Repair or Replacement of a Digester Blower at the Wastewater Treatment Facility

5. STAFF REPORTS

6. TRUSTEES' REPORTS

7. PRESIDENT'S REPORT

8. EXECUTIVE SESSION*

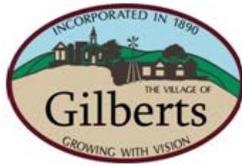
9. ADJOURNMENT

***Executive Session Information**

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2(c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 120/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2(c) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.

***Public Comment Policy**

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



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Memorandum

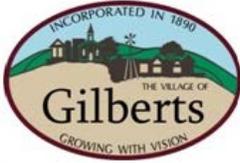
To: President Rick Zirk & the Village Board of Trustees
Cc: Brian Bourdeau, Village Administrator
From: Taunya Fischer, Finance Director
Date: February 12, 2019 Committee of the Whole
Subject: Item 4.A: Presentation and Discussion of the FY2019 Supplemental Police Pension Payment

In the FY 2019 Budget the total amount of the Police Pension payment approved by the Village Board was \$336,500.00, which was greater than the actuarial determined contribution of \$304,889.00. The total funds received from the tax levy for the Police Pension during the 2018 property tax collection was \$303,190.49. Village staff is requesting authorization from the Board to transfer the remaining \$33,309.51 to the Police Pension.

Summary:

Approved in the FY 2019 budget:	\$336,500.00
Collected from the 2018 tax levy:	\$303,190.49
Balance to fulfill approved budget:	\$ 33,309.51

Should the Board approve, this item will be included on the February 19, 2019 Village Board Agenda under Consent.



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To: President Zirk and the Board of Trustees
From: Brian Bourdeau, Village Administrator
John Swedberg, Public Works
Date: February 12, 2019 Committee of the Whole
Re: Item 4.B: Presentation and Discussion of Options Concerning a Donated Lighted Sign

During fall 2018, the Rutland-Dundee Fire Protection District upgraded their lighted monument sign to a digital sign. Subsequently, they offered to donate their old monument sign, with letters, to the Village of Gilberts, which the Village accepted. The donated sign has a working LED bar lighting in place, with 3 inch letters.

Presently, the proposed option is to place the sign at Village Hall. If placed at Village Hall, there are several mounting options that could be considered:

- Mounting on the south exterior wall;
- Mounting on the west exterior wall; or
- Placement as a monument sign in front of Village Hall.

Placement of the sign as a monument sign would be the staff recommendation. The proposed monument sign would have the following features:

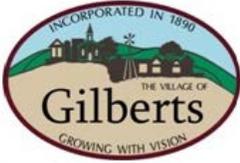
- A frost depth foundation;
- Full masonry base with brick to match Village Hall as close as the current industry will allow;
- Full masonry piers with concrete caps; and
- Electrical conduit from Village Hall to the base of the sign;

Regardless of the location, the Village would need to retain a sign company to fabricate the upper portion of the sign with the Village name and logo.

Village staff is looking for feedback from the Board regarding:

- A) Is Village Hall the preferred location or would the Board be interested in exploring alternate locations within the Village?
- B) If at Village Hall, which mounting option is preferred?
- C) If placement as a monument sign, is there any feedback on the proposed monument features?

John Swedberg and I will be presenting and available to answer any questions or concerns.



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To: Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Courtney Nicholas, Village Clerk
Date: February 12, 2019 Committee of the Whole Meeting
Re: Item 4.C: Presentation and Discussion of a Revised Agreement for the Use of Athletic Fields

Over the past several years, the Village has entered into Recreational Programming Agreements with several not-for-profit organizations that provide use of Village athletic fields. Each agreement has varied slightly depending on the organization. Village Staff, along with the Village Attorney, reviewed the previous Recreational Programming Agreements and drafted a universal form that could be completed by any not-for-profit that wishes to use the Village's fields for their programs. The goal was to create a more efficient, clear and easily completed form to assist both the Village and the users of the athletic fields.

The Village Attorney has added in additional language to help protect the Village in the event there is an injury or claim that arises from the use of the fields. Of note, the updated agreement requires the organizations to include the Village as a released party in the waivers they have participants sign to participate in the activities. The new agreement also clarifies responsibilities with respect to certain services, such as excess refuse collection and field restoration.

The prior agreements also required the entity to conduct background checks on all employees, coaches, etc. Instead of obligating the Village to ensure background checks are completed, the Village Attorney has added in language that obligates the organization to ensure that all supervisory staff/volunteers are qualified and capable of supervising the activities.

If the new Recreational Programming Agreement form meets with the Board's satisfaction, Staff will submit the form to the organizations that participated last year and ask that it be completed by the end of February in order to draft the necessary resolutions for consideration at a March Village Board Meeting. The form will also then be available to any organization desiring to enter an agreement with the Village for the use of the athletic fields.

**VILLAGE OF GILBERTS
2019 RECREATIONAL PROGRAMMING AGREEMENT**

THIS RECREATIONAL PROGRAMMING AGREEMENT (“Agreement”) is made this _____ day of _____, 2019 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the **Village**”) and (**insert entity name**) (hereinafter referred to as the “**Programmer**”).

RECITALS

WHEREAS, Programmer is a duly registered not-for-profit corporation that provides (**insert programming services to be provided at the fields**) (the “**Recreational Activities**”); and

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

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

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

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

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

B. FIELD USAGE. For calendar year 2019, the Village will permit Programmer to conduct the Recreational Activities on the Fields in accordance with the schedule attached hereto as **Exhibit A**. Programmer will have no rights to use the Fields outside of the dates and times identified on Exhibit A.

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

1. The Village will provide porta-potties or similar temporary restroom accommodations at the Fields.
2. The Village will periodically mow the Fields at its own expense.
3. The Village will provide garbage bins at the Fields and will arrange for periodic garbage pick-up.

4. The Village's designated non-emergency contact as for questions regarding the Fields is Chief Building Inspector, John Swedberg, who may be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at 847-428-4167.

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

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

E. TERM OF AGREEMENT. This Agreement shall be in effect from (*insert term start date*), 2019 to (*insert term end date*), 2019. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in breach of its obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.

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

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

H. MISCELLANEOUS.

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

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

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

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

Village of Gilberts

(Insert Programmer Name)

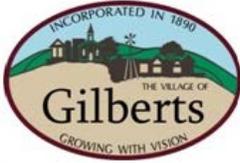
Rick Zirk, Village President

(authorized signatory)

EXHIBIT A

Schedule of Recreational Activities

4851-4064-5766, v. 1



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To: President Zirk and the Board of Trustees
From: Brian Bourdeau, Village Administrator
John Castillo, Utility Division
Date: February 12, 2019 Committee of the Whole
Re: Item 4.D: Presentation and Discussion Regarding the Repair or Replacement of a Digester Blower at the Wastewater Treatment Facility

Background

Blower 1 was taken down for maintenance of a worn lip seal on the shaft. Upon disassembly an inspection was done and it was noted that there was a significant amount of wear on the shaft. Additionally, several impellers were found to be fractured along with a worn head plate. The wearing on the shaft is such that the bearing and lip seal are unable to be seated properly. Without proper seating of the bearing, the shaft could potentially vibrate and produce fracturing of the new parts causing a total failure of the blower. Presently, with Blower 1 down, the Wastewater Treatment Plant is treating with Blower 2. Our digester blowers are a different style and are not interconnected to the treatment basins. Until Blower 1 is brought back into service, there is no backup blower for wastewater treatment.

As a result, Village staff has been exploring repair costs for the shaft and impellers which are outlined below. Additionally, Utility division staff would be able to install the parts, resulting in no additional labor costs for the repair.

Item	Quantity	Total Cost
Impellers	8	\$8,695
Shaft	1	\$3,253
Seal and Bearing Kit	1	\$1,640
Head Plate	1	\$16,305
Total Estimated Repair Cost		\$29,893

Due to the estimate repair costs and the age of Blower 1 (19 years), Village staff has also researched the costs of new blowers.

Blower	Quantity	Total Cost
BARE Blower, Lamson Model (Multi-Stage Centrifugal Blower	1	\$29,755
Delta Hybrid Blower *	1	\$76,000
Aerzen Turbo Blower *	1	\$87,000

* Require additional installation costs

The replacement BARE Blower is an exact model to what is currently installed at the Wastewater Treatment Plant. The Detla Hybrid and Aerzen Turbo blowers are higher efficiency models that would result in cost savings on electricity and may be eligible for ComEd equipment rebate. While the costs are higher, it is estimated the resulting electricity cost savings would pay for the blower in 3 – 5 years time, depending on the model selected and the Village’s utilization of the equipment. There is not anticipated to be any electrical cost savings with the BARE Blower model.

Recommendation

With the estimated cost of repair slightly higher than an equivalent replacement, Village staff recommends proceeding with the purchase of a new blower. Sufficient funds within the current year Water Fund budget have been identified that could be utilized to cover the expense. Most of funds are tied to capital projects that could potentially re-budgeted in FY2020.

Account	Funds Identified
20-20-5660 Collection System / Pump Maintenance	\$20,000
20-20-5381 Maintenance Parts and Materials	\$5,000
20-20-5213 Outside Services	\$7,000
Total of Potential Funds	\$32,000

Village staff is seeking direction on:

- A) Repair of the existing blower or purchase of a replacement blower;
- B) If the purchase of a replacement blower is preferred would the Board be interested in a higher efficiency model? This option would require a budget amendment to authorize the additional expenditure.

John Castillo will also be in attendance on Tuesday to help address any specific questions or concerns.