



Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

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

www.villageofgilberts.com

VILLAGE BOARD MEETING AGENDA

Tuesday, March 5, 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. CONSENT AGENDA

- A. A Motion to approve Minutes from the February 19, 2019 Village Board Meeting
- B. A Motion to approve Bills & Payroll dated March 5, 2019
- C. A Motion to approve Resolution 03-2019, a Resolution approving the CY 2019 Recreational Programming Agreement with the Golden Corridor Family YMCA
- D. A Motion to approve Resolution 04-2019, a Resolution approving the CY 2019 Recreational Programming Agreement with Bison Baseball and Tri-Cities Baseball

5. ITEMS FOR APPROVAL

- A. Public Hearing on a Proposed Second Amendment to the Annexation and Development Agreement for the Conservancy Development
- B. A Motion to approve the Ordinance 02-2019, an Ordinance Approving a Second Amendment to the Annexation and Development Agreement for the Conservancy Development

6. ITEMS FOR DISCUSSION

7. STAFF REPORTS

8. TRUSTEES' REPORTS

9. PRESIDENTS' REPORT

10. EXECUTIVE SESSION*

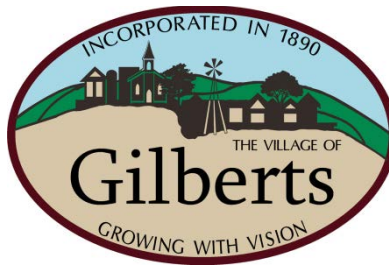
11. ADJOURNMENT

***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.



**MINUTES FOR VILLAGE OF GILBERTS
BOARD OF TRUSTEES MEETING
Village Hall: 87 Galligan Road, Gilberts, IL 60136
Meeting Minutes
Tuesday, February 19, 2019**

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

In acknowledgement of President Zirk's absence, Village Clerk Nicholas called the meeting to order at 7:00 p.m. She proceeded to lead those present in the Pledge of Allegiance.

2. ROLL CALL / ESTABLISH QUORUM

Village Clerk Courtney Nicholas called the roll. Roll call: Members present: Trustees Corbett, Allen, Zambetti, and Farrell. President Zirk, Trustee Kojzarek, and Trustee Hacker were absent. Others present: Village Administrator Brian Bourdeau.

Clerk Nicholas reported that there were enough Members present to establish a quorum. Clerk Nicholas announced that at this time she would entertain a motion to appoint a President Pro Tem to preside over the proceedings. **A Motion was made by Trustee Corbett and seconded by Trustee Farrell to appoint Trustee Zambetti to serve as President Pro Tem.** Roll call vote: Trustees Corbett, Allen, Zambetti, and Farrell voted Aye. 0-nays, 0-abstained. Motion carried.

3. PUBLIC COMMENT

There were no public comments at this time.

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the February 5, 2019 Village Board Meeting
- B. A Motion to approve Minutes from the February 12, 2019 Committee of the Whole Meeting
- C. A Motion to approve Bills & Payroll dated February 19, 2019
- D. A Motion to approve the January 2019 Treasurer's Report
- E. A Motion to approve the Resolution 03-2019, a Resolution Authorizing an Additional Payment to the Village of Gilberts Police Pension Fund for the Fiscal Year 2019
- F. A Motion to approve Resolution 04-2019, a Resolution Waiving Competitive Bidding and Approving the Purchase of a Bare Blower From Mills-Winfield Engineering Sales, Inc. in an Amount Not to Exceed \$32,000

President Pro Tem Zambetti asked if any of the board members had any consent agenda items they wished to remove for separate consideration. After hearing none, asked for a motion to approve.

A Motion was made by Trustee Corbett and seconded by Trustee Farrell to Approve Consent Agenda Items 4A-F as presented. Roll call vote: Trustees Allen, Zambetti, Farrell, and Corbett voted Aye. 0-nays, 0-abstained. Motion carried.

5. ITEMS FOR APPROVAL

There were no items for approval at this time.

6. ITEMS FOR DISCUSSION

There were no items for discussion at this time.

7. STAFF REPORTS

Administrator Bourdeau

- Village Staff is continuing their work on patching pot holes.
- The Village has approved a disbursement request to Troy Mertz today for some work that Municipal Well is doing. The disbursement has been processed to the trustee.
- Trustee Farrell asked Administrator Bourdeau if there had been any more additional purchases of road salt since the Village's initial purchase. Administrator Bourdeau stated that the Village has had to do several supplemental purchases but was not aware of the exact number at the time.
- Trustee Corbett asked Administrator Bourdeau if he was aware of any roads besides Freeman and Timber Trails Boulevard having issues. Administrator Bourdeau stated that he has not heard any other reports about other roads in the Village but would check to see if the Public Works Department has heard anything.

8. TRUSTEES REPORTS

There were no trustee reports at this time.

9. PRESIDENTS' REPORT

President Zirk was not in attendance.

10. EXECUTIVE SESSION*

An executive session did not take place.

11. ADJOURNMENT

There being no further public business to discuss, **a Motion was made by Trustee Allen and seconded by Trustee Farrell to adjourn from the public meeting at 7:07 p.m.** Voice vote carried unanimously.

Respectfully submitted,

Courtney Nicholas

Courtney Nicholas
Village Clerk

INVOICE REGISTER REPORT FOR VILLAGE OF GILBERTS
 INVOICE DUE DATES 02/27/2019 - 03/05/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
26939	ALICE TRAINING INSTITUTE	02/27/2019	03/05/2019	595.00	595.00	Open	N
26943	AT&T U-VERSE	02/27/2019	03/05/2019	56.40	56.40	Open	N
26894	B&F CONSTRUCTION CODE SVC, INC	02/26/2019	03/05/2019	245.00	245.00	Open	N
26912	B&F CONSTRUCTION CODE SVC, INC	02/26/2019	03/05/2019	350.00	350.00	Open	N
26947	BENEFIT PLANNING CONSULTANTS, INC	02/27/2019	03/05/2019	1,025.00	1,025.00	Open	N
26895	BUNGE'S NORTHWEST TIRE WRIGHT BRO	02/26/2019	03/05/2019	100.00	100.00	Open	N
26906	BUNGE'S NORTHWEST TIRE WRIGHT BRO	02/26/2019	03/05/2019	80.71	80.71	Open	N
26907	CARGILL INCORPORATED	02/26/2019	03/05/2019	88.71	88.71	Open	N
26913	CARGILL INCORPORATED	02/26/2019	03/05/2019	3,321.96	3,321.96	Open	N
26914	CARGILL INCORPORATED	02/26/2019	03/05/2019	5,632.44	5,632.44	Open	N
26915	CARGILL INCORPORATED	02/26/2019	03/05/2019	1,522.99	1,522.99	Open	N
26916	CARGILL INCORPORATED	02/26/2019	03/05/2019	4,654.33	4,654.33	Open	N
26917	CARGILL INCORPORATED	02/26/2019	03/05/2019	4,527.77	4,527.77	Open	N
26944	CARGILL INCORPORATED	02/27/2019	03/05/2019	3,320.03	3,320.03	Open	N
26958	CARGILL INCORPORATED	02/27/2019	03/05/2019	11,016.50	11,016.50	Open	N
26896	COMMONWEALTH EDISON	02/26/2019	03/05/2019	35.12	35.12	Open	N
26897	COMMONWEALTH EDISON	02/26/2019	03/05/2019	101.51	101.51	Open	N
26898	COMMONWEALTH EDISON	02/26/2019	03/05/2019	28.69	28.69	Open	N
26899	COMMONWEALTH EDISON	02/26/2019	03/05/2019	28.69	28.69	Open	N
26900	COMMONWEALTH EDISON	02/26/2019	03/05/2019	28.69	28.69	Open	N
26901	COMMONWEALTH EDISON	02/26/2019	03/05/2019	34.28	34.28	Open	N
26902	COMMONWEALTH EDISON	02/26/2019	03/05/2019	28.69	28.69	Open	N
26903	COMMONWEALTH EDISON	02/26/2019	03/05/2019	276.41	276.41	Open	N
26945	COMMONWEALTH EDISON	02/26/2019	03/05/2019	7.78	7.78	Open	N
26886	CONSTELLATION NEWENERGY, INC.	02/26/2019	03/05/2019	23.16	23.16	Open	N
26887	CONSTELLATION NEWENERGY, INC.	02/26/2019	03/05/2019	129.45	129.45	Open	N
26888	CONSTELLATION NEWENERGY, INC.	02/26/2019	03/05/2019	153.96	153.96	Open	N
26889	CONSTELLATION NEWENERGY, INC.	02/26/2019	03/05/2019	237.14	237.14	Open	N
26920	CONSTELLATION NEWENERGY, INC.	02/26/2019	03/05/2019	293.17	293.17	Open	N
26957	CONSTELLATION NEWENERGY, INC.	02/27/2019	03/05/2019	258.72	258.72	Open	N
26875	DYNEGY ENERGY SERVICES	02/27/2019	03/05/2019	251.38	251.38	Open	N
26876	DYNEGY ENERGY SERVICES	01/28/2019	03/05/2019	18,575.33	18,575.33	Open	N
26877	DYNEGY ENERGY SERVICES	12/31/2018	03/05/2019	16,305.04	16,305.04	Open	N
26878	DYNEGY ENERGY SERVICES	11/26/2018	03/05/2019	14,894.21	14,894.21	Open	N
26879	DYNEGY ENERGY SERVICES	10/24/2018	03/05/2019	14,808.85	14,808.85	Open	N
26880	DYNEGY ENERGY SERVICES	09/25/2018	03/05/2019	14,509.68	14,509.68	Open	N
26881	DYNEGY ENERGY SERVICES	08/24/2018	03/05/2019	15,450.45	15,450.45	Open	N
26882	DYNEGY ENERGY SERVICES	07/26/2018	03/05/2019	15,659.76	15,659.76	Open	N
26967	DYNEGY ENERGY SERVICES	02/27/2019	03/05/2019	18,175.78	18,175.78	Open	N
26893	ELMUND & NELSON CO.	02/26/2019	03/05/2019	743.00	743.00	Open	N
26872	FERGUSON WATERWORKS	02/25/2019	03/05/2019	3,560.84	3,560.84	Open	N
26949	FERGUSON WATERWORKS	02/27/2019	03/05/2019	2,024.43	2,024.43	Open	N
26904	FOX VALLEY SECURITY SYSTEMS	02/26/2019	03/05/2019	312.00	312.00	Open	N
26946	JEFF HILL	02/27/2019	03/05/2019	76.85	76.85	Open	N
26968	IPBC - INTERGOVERNMENTAL PERSONNE	03/01/2019	03/01/2019	26,731.71	26,731.71	Open	N
26905	MACCARRB, INC.	02/26/2019	03/05/2019	99.76	99.76	Open	N
26911	MACCARRB, INC.	02/26/2019	03/05/2019	(200.00)	(200.00)	Open	N
26890	MARIA VELASCO	02/26/2019	03/05/2019	25.00	25.00	Open	N

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
26908	MENARDS - CARPENTERSVILLE	02/26/2019	03/05/2019	218.50	218.50	Open	N
26909	MENARDS - CARPENTERSVILLE	02/26/2019	03/05/2019	218.50	218.50	Open	N
26940	MENARDS - CARPENTERSVILLE	02/27/2019	03/05/2019	172.00	172.00	Open	N
26871	NICOR	02/25/2019	03/05/2019	96.10	96.10	Open	N
26952	NICOR	02/27/2019	03/05/2019	413.24	413.24	Open	N
26953	NICOR	02/27/2019	03/05/2019	331.17	331.17	Open	N
26954	NICOR	02/27/2019	03/05/2019	31.03	31.03	Open	N
26955	NICOR	02/27/2019	03/05/2019	211.15	211.15	Open	N
26948	ROBINSON ENGINEERING, LTD.	02/27/2019	03/05/2019	84.50	84.50	Open	N
26891	SARGENTS EQUIPMENT	02/26/2019	03/05/2019	186.92	186.92	Open	N
26921	RICHARD SPINKER	02/27/2019	03/05/2019	140.00	140.00	Open	N
26922	RICHARD SPINKER	02/27/2019	03/05/2019	140.00	140.00	Open	N
26923	RICHARD SPINKER	02/27/2019	03/05/2019	280.00	280.00	Open	N
26873	SUBURBAN LABORATORIES	02/27/2019	03/05/2019	98.00	98.00	Open	N
26874	SUBURBAN LABORATORIES	02/25/2019	03/05/2019	716.00	716.00	Open	N
26883	SUBURBAN LABORATORIES	02/25/2019	03/05/2019	98.00	98.00	Open	N
26885	SUBURBAN LABORATORIES	02/26/2019	03/05/2019	98.00	98.00	Open	N
26950	SUBURBAN LABORATORIES	02/27/2019	03/05/2019	501.25	501.25	Open	N
26956	SUBURBAN LABORATORIES	02/27/2019	03/05/2019	98.00	98.00	Open	N
26959	SUBURBAN LABORATORIES	02/27/2019	03/05/2019	236.00	236.00	Open	N
26960	SUBURBAN LABORATORIES	10/10/2018	03/05/2019	370.00	370.00	Open	N
26961	SUBURBAN LABORATORIES	10/29/2018	03/05/2019	370.00	370.00	Open	N
26962	SUBURBAN LABORATORIES	11/06/2018	03/05/2019	370.00	370.00	Open	N
26963	SUBURBAN LABORATORIES	11/13/2018	03/05/2019	211.00	211.00	Open	N
26964	SUBURBAN LABORATORIES	11/20/2018	03/05/2019	200.00	200.00	Open	N
26965	SUBURBAN LABORATORIES	12/12/2018	03/05/2019	229.00	229.00	Open	N
26966	SUBURBAN LABORATORIES	01/10/2019	03/05/2019	229.00	229.00	Open	N
26910	THE BUG MAN, INC	02/26/2019	03/05/2019	45.00	45.00	Open	N
26925	THE BUG MAN, INC	02/27/2019	03/05/2019	34.00	34.00	Open	N
26926	THE BUG MAN, INC	02/27/2019	03/05/2019	40.00	40.00	Open	N
26927	THE BUG MAN, INC	02/27/2019	03/05/2019	45.00	45.00	Open	N
26928	THE BUG MAN, INC	02/27/2019	03/05/2019	45.00	45.00	Open	N
26929	THE BUG MAN, INC	02/27/2019	03/05/2019	34.00	34.00	Open	N
26930	THE BUG MAN, INC	02/27/2019	03/05/2019	40.00	40.00	Open	N
26931	THE BUG MAN, INC	02/27/2019	03/05/2019	220.00	220.00	Open	N
26932	THE BUG MAN, INC	02/27/2019	03/05/2019	119.00	119.00	Open	N
26933	THE BUG MAN, INC	02/27/2019	03/05/2019	225.00	225.00	Open	N
26934	THE BUG MAN, INC	02/27/2019	03/05/2019	40.00	40.00	Open	N
26935	THE BUG MAN, INC	02/27/2019	03/05/2019	45.00	45.00	Open	N
26936	THE BUG MAN, INC	02/27/2019	03/05/2019	34.00	34.00	Open	N
26937	THE BUG MAN, INC	02/27/2019	03/05/2019	34.00	34.00	Open	N
26938	THE BUG MAN, INC	02/27/2019	03/05/2019	40.00	40.00	Open	N
26882	THIRD MILLENNIUM ASSOCIATES	02/27/2019	03/05/2019	45.00	45.00	Open	N
26924	TOM PECK FORD OF HUNTLEY	02/26/2019	03/05/2019	126.35	126.35	Open	N
26942	UNION NATIONAL BANK OF ELGIN	02/27/2019	03/05/2019	18.09	18.09	Open	N
26884	USA BLUEBOOK	02/27/2019	03/05/2019	3,510.54	3,510.54	Open	N
26941	VERIZON WIRELESS	02/26/2019	03/05/2019	870.70	870.70	Open	N
				266.07	266.07	Open	N

INVOICE REGISTER REPORT FOR VILLAGE OF GILBERTS
 INVOICE DUE DATES 02/27/2019 - 03/05/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

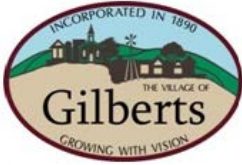
Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	JrnLized
26892	WRIGHT EXPRESS FSC	02/26/2019	03/05/2019	1,713.34	1,713.34	Open	N
26918	WRIGHT EXPRESS FSC	02/26/2019	03/05/2019	2,180.41	2,180.41	Open	N
26919	WRIGHT EXPRESS FSC	02/26/2019	03/05/2019	683.22	683.22	Open	N
26951	WRIGHT EXPRESS FSC	02/27/2019	03/05/2019	293.24	293.24	Open	N
# of Invoices:		97	97	217,427.00	217,427.00		
# of Credit Memos:		1	1	(200.00)	(200.00)		
Net of Invoices and Credit Memos:				217,227.00	217,227.00		

---- TOTALS BY FUND ----

01 - GENERAL FUND	74,207.58	74,207.58
20 - WATER SYSTEM	141,909.92	141,909.92
31 - PERFORMANCE BOND	1,109.50	1,109.50

---- TOTALS BY DEPT/ACTIVITY ----

00 - GENERAL FUND	27,866.21	27,866.21
01 - ADMINISTRATIVE	4,191.94	4,191.94
02 - POLICE	3,204.35	3,204.35
03 - PUBLIC WORKS	39,017.47	39,017.47
04 - BUILDING	780.13	780.13
06 - PARKS	256.98	256.98
10 - WATER SYSTEMS	70,908.80	70,908.80
20 - WASTEWATER SYSTEMS	71,001.12	71,001.12



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

To: Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Courtney Nicholas, Village Clerk
Date: March 5, 2019
Re: Item 4.C – a Resolution approving the CY 2019 Recreational Programming Agreement with the Golden Corridor Family YMCA
Item 4.D – a Resolution approving the CY 2019 Recreational Programming Agreement with Bison Baseball and Tri-Cities Baseball

Attached are two resolutions approving recreational programming agreements with the following:

1. Golden Corridor Family YMCA
2. Bison Baseball and Tri-Cities Travel Baseball Teams

These are routine agreements that are approved by resolution on an annual basis. The updated recreational agreement form that was discussed at the February 12, 2019 Committee of the Whole Meeting has been utilized for these agreements.

The Vice President of the GPH Grizzlies, Shawn Bauer, has advised us that he is awaiting direction from his Board prior to submitting their 2019 recreational agreement. We will keep the Board apprised if GPH Grizzlies, or of any other prospective organizations, submits a new recreational agreement for approval.

RESOLUTION 03-2019

VILLAGE OF GILBERTS

A RESOLUTION APPROVING THE 2019 RECREATIONAL PROGRAMMING AGREEMENT WITH TAYLOR FAMILY YMCA A BRANCH OF THE GOLDEN CORRIDOR FAMILY YMCA

WHEREAS, Taylor Family YMCA a branch of the Golden Corridor Family YMCA is a duly registered not-for-profit corporation that provides youth soccer, youth T-ball, youth basketball, and various other outdoor and indoor recreational events and programs (the “*Recreational Activities*”); and

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

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

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

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

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

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

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

PASSED BY THE BOARD OF TRUSTEES this ____ day of _____, 2019 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Elissa Kojzarek	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____

Trustee Guy Zambetti
President Rick Zirk

APPROVED THIS _____ DAY OF _____, 2019

Rick Zirk, Village President

(SEAL)

ATTEST:

Courtney Nicholas, Village Clerk

EXHIBIT A
Programming Agreement

**VILLAGE OF GILBERTS
2019 RECREATIONAL PROGRAMMING AGREEMENT**

THIS RECREATIONAL PROGRAMMING AGREEMENT (“Agreement”) is made this 25th day of February, 2019 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and (*Taylor Family YMCA a branch of the Golden Corridor Family YMCA*) (hereinafter referred to as the “*Programmer*”).

RECITALS

WHEREAS, Programmer is a duly registered not-for-profit corporation that provides (*youth soccer, youth t-ball, youth basketball, and various other outdoor and indoor recreation events and programs*) (the “*Recreational Activities*”); and

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

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

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

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

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

B. FIELD USAGE. For calendar year 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 (April 1), 2019 to (November 1), 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

Rick Zirk, Village President

Taylor Family YMCA


(authorized signatory)

EXHIBIT A

Schedule of Recreational Activities

4851-4064-5766, v. 1

RESOLUTION 04-2019

VILLAGE OF GILBERTS

A RESOLUTION APPROVING THE 2019 RECREATIONAL PROGRAMMING AGREEMENT WITH BISON BASEBALL AND TRI-CITIES BASEBALL

WHEREAS, Bison Baseball and Tri-Cities Baseball is a duly registered not-for-profit corporation that provides youth soccer, youth T-ball, youth basketball, and various other outdoor and indoor recreational events and programs (the “*Recreational Activities*”); and

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

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

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

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

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

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

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

PASSED BY THE BOARD OF TRUSTEES this ____ day of _____, 2019 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Elissa Kojzarek	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2019

Rick Zirk, Village President

(SEAL)

ATTEST: _____
Courtney Nicholas, Village Clerk

EXHIBIT A
Programming Agreement

**VILLAGE OF GILBERTS
2019 RECREATIONAL PROGRAMMING AGREEMENT**

THIS RECREATIONAL PROGRAMMING AGREEMENT (“Agreement”) is made this 28th day of February, 2019 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and (Bison Baseball and Tri-Cities Baseball) (hereinafter referred to as the “*Programmer*”).

RECITALS

WHEREAS, Programmer is a duly registered not-for-profit corporation that provides (*Baseball Instruction to youth in the Local Community*) (the “*Recreational Activities*”); and

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

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

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

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

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

B. FIELD USAGE. For calendar year 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 (*Feburary*), 2019 to (*November*), 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

(Bison Baseball/Tri-Cities Baseball)

Rick Zirk, Village President

_____*Karen Schane*_____
(authorized signatory)

EXHIBIT A

Schedule of Recreational Activities

Use of the Baseball Fields in Gilberts -

Starting March 18th 2019, Town Center Park and Memorial Park usage will Commence for TCT and Bison Teams.

Field Usage at Town Center Park will be

Mondays – Fridays – 3:30pm – 8pm

Saturdays – 8am – 8pm

Sundays – Various Schedule Games and Tournament Weekends
8am – 8pm

Field Usage at Memorial Park will be

Wednesdays and Fridays – 3:30pm – 8pm (When not being used by the YMCA)

Saturdays and Sundays - Various Schedule Games and Tournament Weekends
8am – 8pm

Outdoor Use of these Fields will run through November 4th 2019

Tournament Weekends- Use of Town Center Park and Memorial Park

March 29 - 31st

April 26th - 28th

May 3rd - 5th

May 17th - 19th

June 15th - 17th

June 28th – June 30th

July 19th - 21st

4851-4064-5766, v. 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2019

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

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

PRODUCER Gagliardi Insurance Services, Inc 1315 Walnut St, Suite 1101 Philadelphia PA 19107		CONTACT NAME: PHONE (A/C No. Ext): 408-414-8100 FAX (A/C, No): 408-414-8199 E-MAIL ADDRESS: sales@gssportsinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lexington Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Tri-Cities Travel 397 Pierce Street Gilberts IL 60136		NAIC # 19437	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	GSL2019060001	02/16/2019	02/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GSL2019060001	02/16/2019	02/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is included as an additional insured, but only with respect to the liability arising out of the negligence of the named insured. All policy terms and conditions apply.

CERTIFICATE HOLDER**CANCELLATION**

Village of Gilberts 87 Galligan Road Gilberts IL 60136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2019

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

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

PRODUCER		CONTACT NAME:	
Gagliardi Insurance Services, Inc		PHONE (A/C No. Ext): 408-414-8100	
1315 Walnut St, Suite 1101		FAX (A/C, No): 408-414-8199	
Philadelphia PA 19107		E-MAIL ADDRESS: sales@gssportsinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lexington Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED		NAIC #	
Bison Baseball		19437	
397 Pierce Street			
Gilberts IL 60136			

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


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

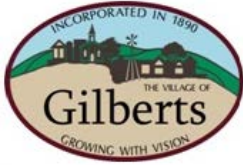
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	GSL2019060001	02/16/2019	02/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GSL2019060001	02/16/2019	02/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is included as an additional insured, but only with respect to the liability arising out of the negligence of the named insured. All policy terms and conditions apply.

CERTIFICATE HOLDER**CANCELLATION**

Village of Gilberts 87 Galligan Rd Gilberts IL 60136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



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

To: President Zirk and the Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: March 5, 2019 Village Board Meeting
Re: Item 5.A: Public Hearing on a Proposed Second Amendment to the Annexation and Development Agreement for the Conservancy Development
Item 5.B: A Motion to approve the Ordinance 02-2019, an Ordinance Approving a Second Amendment to the Annexation and Development Agreement for the Conservancy Development

Included for Village Board consideration is a proposed Second Amendment to the Annexation Agreement for the Conservancy Development. The proposed Second Amendment would add the following Subsection 18.O, entitled “Schedule for Public Improvements”:

“O. Schedule for Public Improvements. The schedule for construction and completion of the public improvements required for the Gilberts Development Parcel, as established by the Annexation Agreement or any amendment thereto, may be modified or extended by the Village Board upon request of the Developer and by resolution approved by the Village Board, without a public hearing or amendment to the Annexation Agreement or any amendment thereto.”

The Annexation Agreement and First Amendment established schedules for the construction and completion of public improvements. The proposed Second Amendment would provide flexibility in the schedule for the public improvements while still providing control to the Village Board in approving any schedule modifications.

Consideration of the Second Amendment requires a public hearing, pursuant to notice as required by state statute. Notice of the Public Hearing was published on February 18, 2019.

As of March 1, 2019, Gilberts Development LLC has an outstanding balance due on their escrow account with the Village. Because the Public Hearing notice has already been published, the item is still scheduled for hearing and consideration at the March 5, 2019 Agenda. The developer has been made aware that the account is delinquent, and that the Board might not take action until the account is made current. In the event that the escrow remains delinquent on Tuesday, the Village Board has the discretion to decide to continue the hearing and the action item at the March 5, 2019 meeting without taking any action.

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

**Fox Valley
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Fox Valley DAILY HERALD**. That said **Fox Valley DAILY HERALD** is a secular newspaper, published in Elgin and has been circulated daily in the Village(s) of:

Aurora, Batavia, Burlington, Carpentersville, East Dundee, Elgin, Elburn, Geneva, Gilberts, Hampshire, Montgomery, North Aurora, Sleepy Hollow, Saint Charles, South Elgin, Sugar Grove, Wayne, West Dundee

County(ies) of Kane

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the Fox Valley DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 18-FEB-19 in said Fox Valley DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Daule Baltz*
Designee of the Publisher and Officer of the Daily Herald

Control # 4518502

LEGAL NOTICE

NOTICE is hereby given that a public hearing will be held before the Gilberts Village Board at its meeting on Tuesday, March 5, 2019, at 7:00 p.m. at the Gilberts Village Hall, 87 Galligan Road, Gilberts, Illinois, on a proposed amendment to the Annexation Agreement for that portion of the Conservancy Development referred to as the "Gilberts Development Parcel," located west of Galligan Road, north of Freeman Road, south of Huntley and Kreutzer Roads, and east of the Freeman Kame Nature Preserve, all within the Village of Gilberts and legally described as follows:

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; 02-11-401-012; 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

The proposed amendment would, among other things, update the language regarding the timeline for completion of certain public improvements. A draft of the proposed amendment to Annexation Agreement will be on file with the Village Clerk.

You are hereby notified that the proposed amendment to Annexation Agreement may be changed, altered, modified, amended, or redrafted in its entirety after the public hearing.

All interested persons are invited to appear and be heard at the time and place listed above. Additional information about the proposed rezoning and the public hearing are available from the Village of Gilberts at (847) 428-2861. The hearing may be continued by the Village Board without further publication of notice.

Village of Gilberts

ORDINANCE 02-2019

VILLAGE OF GILBERTS

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE CONSERVANCY DEVELOPMENT

WHEREAS, on October 31, 2005, the Village of Gilberts Board of Trustees approved an Annexation and Development Agreement between the Village of Gilberts and the owners of approximately 1,114 acres of land as described in the original Annexation Agreement (“*Annexation Agreement*”) for the development of 1,114 acres known as the Conservancy (“*Conservancy*”), which Agreement was recorded on January 9, 2006, with the Kane County Recorder’s Office, as Document No. 2006K002188; and

WHEREAS, Gilberts Development LLC (“*Gilberts Development*”) is the successor-in-interest to a portion of the Conservancy consisting of 914.02 acres (“*Gilberts Development Parcel*”); and

WHEREAS, on January 31, 2017, the Village of Gilberts Board of Trustees approved the First Amendment to the Annexation Agreement for the Gilberts Development Parcel, which Agreement was recorded on February 3, 2017, with the Kane County Recorder’s Office, as Document No. 2017K006674 (“*First Amendment*”); and

WHEREAS, pursuant to the First Amendment, Gilberts Development is required to construct certain public improvements as part of its development of the Conservancy, including an expansion to the Village’s water treatment plant, installation of two new wells, and improvements to Freeman Road; and

WHEREAS, the Annexation Agreement and the First Amendment established schedules for construction and completion of the public improvements; and

WHEREAS, in order to provide flexibility in the schedule for the public improvements, while still providing control to the Village Board in approving any schedule modifications, the parties desire to amend the Annexation Agreement to allow scheduling modifications to be approved by the Village Board by resolution; and

WHEREAS, the Village Board of Trustees conducted a public hearing on the proposed Second Amendment to the Annexation Agreement for the Gilberts Development Parcel on March 5, 2019, pursuant to notice as required by state statute; and

WHEREAS, the President and Board of Trustees find that amending the Annexation Agreement is in the best interests of the Village and its residents, as set forth in the Second Amendment attached to this Ordinance as Exhibit A.

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 incorporated into and made a part of this Ordinance as though set forth in this Section 1.

Section 2. Approval; Authorization. The Second Amendment to the Agreement is hereby approved in substantially the form attached hereto as Exhibit A. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Second Amendment on behalf of the Village following the delivery of the executed Second Amendment by Gilberts Development. The Village Clerk is also authorized and directed to record this Ordinance and Second Amendment with the Office of the Kane County Recorder of Deeds.

Section 3. Continued Effect. Except as expressly modified by this Ordinance and the Second Amendment, the Annexation Agreement and First Amendment will remain in full force and effect to govern the development and use of the Conservancy and Gilberts Development Parcel.

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

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

Section 6. Effective Date. This Ordinance shall be in full force and effect after its approval in the manner provided by law.

ADOPTED THIS _____ DAY OF _____, 2019, pursuant to roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Elissa Kojzarek	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2019.

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Courtney Nicholas

Published: _____

Exhibit A

**SECOND AMENDMENT TO THE ANNEXATION AGREEMENT AND
DEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE OF GILBERTS AND GILBERTS DEVELOPMENT LLC
(914.02 ACRES OF CONSERVANCY DEVELOPMENT)**

THIS SECOND AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT (“*Second Amendment*”) to that certain Annexation Agreement and Development Agreement (“*Agreement*”) dated October 31, 2005, and recorded on January 9, 2006 as Doc. No. 2006K002188, as amended by the First Amendment, is made and entered into as of the ____ day of _____, 2019 by and between **THE VILLAGE OF GILBERTS**, an Illinois municipal corporation, Kane County, Illinois (“*Village*”) and **GILBERTS DEVELOPMENT, LLC** (“*Gilberts Development*” or “*Developer*”).

WITNESSETH:

WHEREAS, on October 31, 2005, the Village of Gilberts Board of Trustees approved an Annexation and Development Agreement between the Village of Gilberts and the owners of approximately 1,114 acres of land as described on **Exhibit A-1** and in the original Annexation Agreement (“*Annexation Agreement*”) for the development of 1,114 acres known as the Conservancy (“*Conservancy*”), which Agreement was recorded on January 9, 2006, with the Kane County Recorder’s Office, as Document No. 2006K002188; and

WHEREAS, Gilberts Development LLC (“*Gilberts Development*”), is the successor-in-interest to a portion of the Conservancy consisting of 914.02 acres, as described on **Exhibit A-2** (“*Gilberts Development Parcel*”); and

WHEREAS, on January 31, 2017, the Village of Gilberts Board of Trustees approved the First Amendment to the Annexation Agreement for the Gilberts Development Parcel, which Agreement was recorded on February 3, 2017, with the Kane County Recorder’s Office, as Document No. 2017K006674 (“*First Amendment*”); and

WHEREAS, pursuant to the First Amendment, Gilberts Development is required to construct certain public improvements as part of its development of the Conservancy, including an expansion to the Village’s water treatment plant, installation of two new wells, and improvements to Freeman Road; and

WHEREAS, the Annexation Agreement and the First Amendment established schedules for construction and completion of the public improvements; and

WHEREAS, in order to provide flexibility in the schedule for the public improvements, while still providing control to the Village Board in approving any schedule modifications, the parties desire to amend the Annexation Agreement and First Amendment to allow scheduling modifications to be approved by the Village Board by resolution; and

WHEREAS, all notices, publications, procedures, public hearings and other matters required for the consideration and approval of this Second Amendment have been made, given, held and performed by the Village as required by 65 ILCS 5/11-15.1-1 et seq., and all other applicable statutes, and all applicable ordinances, regulations and procedures of the Village; and

WHEREAS, a public hearing on the proposed Second Amendment was held on March 5, 2019, pursuant to proper notice as provided by statute; and

WHEREAS, the Corporate Authorities of the Village have considered this Second Amendment and determined that this Second Amendment is in the best interests of the Village and its residents; and

WHEREAS, the Parties, consistent with Illinois law, have agreed to the terms and conditions set forth in this Second Amendment as evidenced by the signatures affixed hereto.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **Incorporation of Recitals.** The foregoing recitals are material to this Second Amendment and are incorporated into the Second Amendment and made a part of this Second Amendment as if fully stated herein.

2. **Prior Agreements/Conflicts.** In the event of any conflict or inconsistency between the terms and provisions of the Annexation Agreement and this First Amendment, this Second Amendment shall govern and apply, but solely as applicable to the Gilberts Development Parcel.

3. **Amendment to Section 18, Construction, Inspection, Acceptance and Dedication of Public Improvements, Easements and Streets.** The Annexation Agreement is hereby amended to add a new Subsection 18.O, entitled “Schedule for Public Improvements,” to Section 18, as follows:

“O. **Schedule for Public Improvements.** The schedule for construction and completion of the public improvements required for the Gilberts Development Parcel, as established by the Annexation Agreement or any amendment thereto, may be modified or extended by the Village Board upon request of the Developer and by resolution approved by the Village Board, without a public hearing or amendment to the Annexation Agreement or any amendment thereto.”

IN WITNESS WHEREOF, the Parties have executed this Second Amendment effective the date first above stated.

Village of Gilberts, an Illinois municipal corporation

By: _____
Village President

Attest:

Village Clerk

Gilberts Development LLC, an Illinois limited liability company

By: _____

Its _____

EXHIBIT A-1

Legal Description of the Conservancy

PARCEL 1:

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THAT PART OF THE SOUTHWEST 1/4 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.

ALSO,

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS

ALSO,

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

ALSO,

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

ALSO,

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

AND ALSO,

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.

ALSO,

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 2:

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 3:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12 AND THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

EXHIBIT A-2

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; 02-11-401-012; 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