

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, October 8, 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 of the Comprehensive Annual Financial Report for the Fiscal Year Ending April 30, 2019

B. Presentation and Discussion of Proposed Changes to the Village's Raffle License Ordinance

C. Presentation of the Proposed Public Utility Easements on Tyrrell Road

D. Presentation and Discussion of the Proposed Microsoft Outlook and Village Computer Upgrades

5. STAFF REPORTS

6. TRUSTEES' REPORTS

7. PRESIDENT'S REPORT

8. EXECUTIVE SESSION*

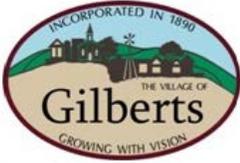
9. ADJOURNMENT

***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.



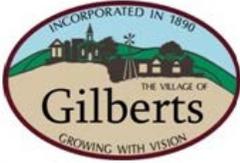
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To: Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Taunya Fischer, Finance Director
Date: October 8, 2019 Committee of the Whole
Re: Item 4.A: Presentation of the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending April 30, 2019

The Village's audit firm of Lauterbach & Amen, LLP has concluded the Village's Fiscal Year 2019 audit. Village staff is pleased to report that the Village once again received a clean audit opinion. Also, as you may recall, the Village was again awarded the GFOA Certificate of Excellence in Financial Reporting for the FY2018 CAFR, a copy of which is included in the FY2019 CAFR. The FY2019 CAFR will also be submitted for the award, and we have every expectation that we will once again achieve the award.

A representative of Lauterbach & Amen will be present on October 8, 2019 to present the auditor's findings and answer any questions. Following the Committee of the Whole, the Fiscal Year 2019 Audit will then formally be presented for Board acceptance at the October 15, 2019 Village Board meeting.



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To: Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: October 8, 2019 Committee of the Whole Meeting
Re: Item 4.B: Presentation and Discussion of Proposed Changes to the Village’s Raffle License Ordinance

On July 19, 2019, the Governor signed P.A.101-109 enacting significant amendments to the state Raffles and Poker Runs Act that modify, and in some cases relax, requirements for local raffle regulations. After discussion with Ancel Glink, it was recommended that several changes be made to the Village’s licensing regulations for raffles in order to be consistent with the changes made by the General Assembly.

The Raffles and Poker Run Act was amended to remove the authority for municipalities to adopt stricter licensing regulations than what is permitted by the Act. Instead, the Village’s regulations are now required to be “consistent” with the Act. The Assembly also made several changes that generally give organizations more flexibility to operate raffles including expanding the number of people allowed to manage raffles, allowing licensee’s to contract with third parties, and giving licensee’s control over the bonding of their managers. The Act also limits the organizations eligible to be licensed to only those that determine winners in the village. The following table summarizes the changes:

Current Village Licensing Regulations for Raffles	Proposed Amendments
Village can license organizations operating raffles in the Village.	Village can only license organizations operating raffles where the winning raffle chances are to be determined in the Village
A licensee is required to have a “bona fide membership” that was engaged in its nonprofit activity for 5 continuous years prior to the date of licensing.	A licensee only needs to be engaged in its nonprofit activity for the previous 5 years whether or not it has members.
No authority to waive the 5 year requirement above.	The Village may waive the 5 year requirement if an applicant is affiliated with a national or state organization that meets the 5 year requirement.
Only members of the nonprofit organization may serve as managers of the raffle.	In addition to members, directors, officers and employees of the nonprofit may also serve as managers.

Licensees have no authority to contract with unlicensed third parties to manage certain activities related to raffle operations.	Licensees can contract with third parties for raffle-related activities such as marketing, procurement of prizes, accounting services, etc.
Licensees could only rent premises for a raffle from another licensed entity.	Licensees can rent from anyone as long as the rent is not based on a percentage of the receipts from the raffle.
Licensees could only sell raffle chances in areas approved by the Village.	Licensees can sell chances statewide.
Managers must provide a bond unless the Village waives the requirement.	The Village can only waive the manager's bond requirement if the licensee's members or officers approve.

Included in your packet is an Ordinance for consideration that would adopt these changes to the Village Code in order to be consistent with the changes made by the General Assembly.

If you have any questions or concerns, please feel free to contact me.

VILLAGE OF GILBERTS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 10 OF THE
VILLAGE CODE REGARDING RAFFLES**

WHEREAS, the Village of Gilberts has enacted regulations for raffles incorporated into the Gilberts Village Code pursuant to the authority granted by the state’s Raffles and Poker Runs Act (“*Act*”); and

WHEREAS, recently, the Illinois General Assembly amended the Act to modify, among other provisions, the regulations that authorize municipalities to license and regulate raffles and poker runs; and

WHEREAS, in order to bring the Village’s regulations into conformity with the amendments to the Act, the Village Board desires to amend its own raffles regulations, as described in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois as follows:

Section 1. **Recitals.** The recitals are incorporated into this Section 1 as if fully set forth.

Section 2. **Definitions.** Section 3-10-1, entitled “Definitions,” of Chapter 10, entitled “Raffles,” of Title 3, entitled “Business and License Regulations,” of the Gilberts Village Code is amended by adding a new definition for “Law Enforcement Agency” and amending the definition of “raffle” as follows [deletions ~~struck through~~, additions **bold and underlined**]:

* * *

“LAW ENFORCEMENT AGENCY: An agency of the state or a unit of local government in the state that is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances.”

* * *

“RAFFLE: A form of lottery, as defined in section 28-2(b) of the "criminal code of ~~1961~~ **2012**", conducted by an organization licensed under this chapter, in which: a) the player pays or agrees to pay something of value for a chance, represented and differentiated by a number or by a combination of numbers or by some other medium, one or more of which chances is to be designated the winning chance; ~~or~~ **and** b) the winning chance is to be determined through a drawing or by some other method based on an element of chance by an act or set

of acts on the part of persons conducting or connected with the lottery, except that the winning chance shall not be determined by the outcome of a publicly exhibited sporting contest.”

Section 3. License Required. Section 3-10-2, entitled “License Required,” of Chapter 10, entitled “Raffles,” of Title 3, entitled “Business and License Regulations,” of the Gilberts Village Code is amended as follows [deletions ~~struck through~~, additions **bold and underlined**]:

“No person, firm, corporation, organization, association, institution, or other entity shall conduct raffles ~~or chances~~ **where the winning chances will be determined in the village** without first having obtains a license therefor pursuant to this chapter and in accordance with the Illinois raffles act.”

Section 4. Eligible Organizations. Section 3-10-3, entitled “Eligible Organizations,” of Chapter 10, entitled “Raffles,” of Title 3, entitled “Business and License Regulations,” of the Gilberts Village Code is amended as follows [deletions ~~struck through~~, additions **bold and underlined**]:

“Licenses under this chapter shall be issued only to bona fide nonprofit, religious, charitable, labor, business, fraternal, educational or veterans' organizations that operate without profit to their members, which have been in existence continuously for a period of five (5) years immediately before making application for a license under this chapter, and which have ~~had~~ during that entire five (5) year period ~~a bona fide membership~~ **been** engaged in carrying out their objective, or to a nonprofit fundraising organization that is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as a result of an illness, disability, accident or disaster **or to any law enforcement agencies and statewide associations that represent law enforcement officials. The village may waive the 5-year requirement for an applicant that is affiliated with and chartered by a national or state organization that meets the 5-year requirement.**”

Section 5. Ineligibility for License. Section 3-10-6, entitled “Ineligibility For License,” of Chapter 10, entitled “Raffles,” of Title 3, entitled “Business and License Regulations,” of the Gilberts Village Code is amended as follows [deletions ~~struck through~~, additions **bold and underlined**]:

“The following are ineligible for any license under this chapter:

- A. Any person who has been convicted of a felony **that will impair the person's ability to engage in the licensed position;**
- B. Any person who is or has been a professional gambler or **a professional** gambling promoter;

- C. Any person who is not of good moral character;
- D. Any ~~firm or corporation~~ **organization** in which a person defined in subsection A, B, or C of this section has a proprietary, equitable or credit interest, or in which such a person is active or employed;
- E. Any organization in which a person defined in subsection A, B, or C of this section is an officer, director or employee, whether compensated or not; **and**
- F. Any organization in which a person defined in subsection A, B, or C of this section is to participate in the management or operation of a raffle as defined in the Illinois raffles act.”

Section 6. Conduct of Raffles. Section 3-10-10 entitled “Conduct of Raffles,” of Chapter 10 entitled “Raffles,” of Title 3 entitled “Business and License Regulations,” is amended as follows [~~deletions struck through~~, additions **bold and underlined**]:

“The conducting of raffles is subject to the following restrictions:

- A. Proceeds: The entire net proceeds of any raffle must be exclusively devoted to the lawful purpose of the organization permitted to conduct that game.
- ~~B. Participation In Management: No person except a bona fide member of the sponsoring organization may participate in the management or operation of the raffle.~~
- ~~C. Remuneration: No person may receive any remuneration or profit for participating in the management or operation of the raffle.~~
- B. Management: No person except a bona fide director, officer, employee, or member of the sponsoring organization may manage or participate in the management of the raffle. No person may receive any remuneration or profit for managing or participating in the management of the raffle. Sponsoring organizations may contract with third parties who, acting at the direction of and under the supervision of the sponsoring organization, provide bona fide services to the sponsoring organization in connection with the operation of a raffle and may pay reasonable compensation for such services. Such services include the following: (a) advertising, marketing and promotion, (b) legal, (c) procurement of goods, prizes, wares and merchandise for the purpose of operating the raffle, (d) rent, if the premises upon which the raffle will be held is rented, (e) accounting, auditing and bookkeeping, (f) website hosting, (g) mailing and**

delivery, (h) banking and payment processing, and (i) other services relating to the operation of the raffle.

- ~~DC.~~ Premises: A licensee may rent premises on which to determine the winning chance or chances in a raffle ~~only from an organization which is also licensed under this chapter~~ **provided that the rent is not determined as a percentage of receipts or profits from the raffle.**
- ~~ED.~~ Locations: Raffle chances may be sold **throughout the state, including beyond the borders of the village.** ~~or issued only within the area specified on the license and winning~~ **Winning** chances may be determined only at those locations specified on the license.
- ~~FE.~~ Age Of Participants: A person under the age of eighteen (18) years may participate in the conducting of raffles or chances only with the permission of a parent or guardian. A person under the age of eighteen (18) years may be within the area where winning chances are being determined only when accompanied by his/her parent or guardian.
- ~~GF.~~ Location For Determining Winning Chances: The location of the premises on which to determine the winning chance or chances in a raffle shall be restricted to a business district, commercial district or where a special use permit has been granted for a school, church, government or similar institution.”

Section 7. Records. Paragraph D, of Section 3-10-11, entitled “Records,” of Chapter 10, entitled “Raffles,” of Title 3, entitled “Business and License Regulations,” of the Gilberts Village Code is amended as follows [deletions ~~struck through~~, additions **bold and underlined**]:

“D. Each organization licensed to conduct raffles shall report promptly after the conclusion of each raffle to its membership, **or, if the organization does not have members, to its governing board,** and to the village of Gilberts, its gross receipts, expenses and net proceeds from raffles, and the distribution of net proceeds itemized as required in this section.

Section 8. Manager’s Bond. Section 3-10-12, entitled “Manager’s Bond,” of Chapter 10, entitled “Raffles,” of Title 3, entitled “Business and License Regulations,” of the Village Gilberts Code is amended as follows [deletions ~~struck through~~, additions **bold and underlined**]:

“All **management, operation,** ~~operations of~~ and conduct of raffles shall be under the supervision of a single raffles manager designated by the organization. The manager ~~or operator~~ of the raffle must be a bona fide **director, officer, employee,** **or** member of the organization holding the license for such a raffle and may not receive any remuneration or profit for participating in the management or operation of the raffle. The manager shall give a fidelity bond in the sum of the

total value of the prizes to be awarded in the raffle conditioned upon his/her honesty in the performance of his/her duties. Terms of the bond shall provide that notice shall be given in writing to the village not less than thirty (30) days prior to its cancellation. The village board may waive the bond requirement **only if the members of the organization affirmatively vote to approve a waiver or, if the organization does not have members, the members of the governing board of the organization approve a waiver.**”

Section 9. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision to be invalid or unenforceable as applied, such finding will not affect the validity of the remaining provisions of this Ordinance, and its application, to the greatest extent permitted by law.

Section 10. Repeal and Saving Clause. All ordinances or parts of ordinances in conflict this Ordinance are repealed; provided, however, that nothing in this Ordinance shall affect any rights, actions, or cause of action which have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

Section 11. Effective Date. Upon its passage and approval according to law, this Ordinance will, by authority of the Board of Trustees, be published in pamphlet form.

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	_____	_____	_____	_____

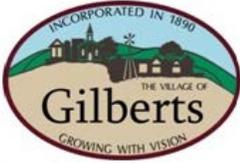
APPROVED THIS _____ DAY OF _____, 2019

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Courtney Baker

Published: _____



Village of Gilberts

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To: Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: October 8, 2019 Committee of the Whole
Re: Item 4.C: Presentation of the Proposed Public Utility Easements on Tyrrell Road

Over the past several weeks, Gilberts Development, LLC has been working on obtaining the necessary easements for the installation of the new raw water main from the Memorial Park Well. Gilberts Development, LLC has been discussing one of the necessary easements with the representatives of the Tyrrell Farm property on the west side to Tyrrell Road regarding both a temporary construction easement and permanent easement for the main. As the improvements that will be constructed within the easement will ultimately be dedicated to the Village, the Village needed to be the benefitting party to the two easements needed for this improvement.

At the request of the Tyrrell Farm representatives, two Public Utility Easements are proposed, one for the northern parcel (north of I-90) and one for the southern parcel (south of I-90). The language of both easements has been reviewed and approved by the Tyrrell Farm representatives, Gilberts Development, LLC, and the Village Attorney. There remains a request for a title search of the parcels to ensure there are no easements or other encumbrances that conflict with the easements. Gilberts Development, LLC's team is currently addressing the title search which will be completed before the easements are recorded.

Julie and I will be present to present the proposed Public Utility Easements and answer any questions. Subject to the resolution of the outstanding title concern, Village staff would look to bring both easements back to the Board for approval.

**NORTH PUBLIC UTILITY EASEMENT
Tyrell Farm North, LLC**

This Instrument prepared by:

Sharon E. Smith, Esq.
Hartman Simons & Wood LLP
6400 Powers Ferry Road NW, Suite 400
Atlanta, GA 30339

After recording, return to:

Benesch, Friedlander, Coplan & Aronoff LLP
71 South Wacker Drive, Suite 1600
Chicago, IL 60606
Attn: Michael J. Klein

PUBLIC UTILITY EASEMENT

THIS PUBLIC UTILITY EASEMENT (the “**Agreement**”) is made and entered into this _____ day of _____, 2019, by and between Tyrrell Farm North, LLC, an Illinois limited liability company (“**Grantor**”), with an address of 1321 Maple Avenue, Wilmette, IL 60091 and the Village of Gilberts, an Illinois municipal corporation, (“**Grantee**”), with an address of 87 Galligan Road, Gilberts, IL 60136.

RECITALS

WHEREAS, Grantor is the owner of certain real property consisting of approximately 44.9 acres and located at 15N940 Tyrrell Road, Elgin, Kane County, Illinois 60120, and more particularly described on Exhibit A attached hereto (“**Grantor’s Property**”);

WHEREAS, Grantor desires to grant to Grantee an easement for the purpose of constructing, installing, maintaining, repairing and replacing water, sanitary sewer and storm sewer equipment and related facilities (the “**Improvements**”) in the area of Grantor’s Property described on Exhibit B attached hereto and depicted on Exhibit C attached hereto (the “**Public Utility Easement Area**”);

WHEREAS, Grantor desires to grant to Grantee a temporary easement for the construction of the Improvements in the portion of Grantor’s Property described on Exhibit D attached hereto and as depicted on Exhibit C attached hereto (the “**Temporary Construction Easement Area**”).

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be conferred on Grantor’s Property, Grantor, hereby grants to Grantee as follows:

1. Grant of Public Utility Easement. Grantor hereby grants to Grantee a non-exclusive, perpetual easement (the “**Public Utility Easement**”) for the purposes set forth below, on, under and across portions of the Grantor Property a set forth below:

(a) accessing, using, maintaining, cleaning out, repairing and replacing the Improvements to be constructed on Grantor’s Property by Grantor in the Public Utility Easement Area as

NORTH PUBLIC UTILITY EASEMENT
Tyrell Farm North, LLC

provided in Section 6 below and non-exclusively serving Grantor's Property and to enter upon Grantor's Property in the manner described in Section 5 below for the purposes described above.

(b) Grantee shall have the right to access the Improvements and the Public Utility Easement Area for purposes of maintenance, repair and replacement of the Improvements upon notice as required by Section 5 of this Agreement.

(c) Grantee shall restore the surface area and all landscaping, paving and other permitted improvements as required by Section 8 of this Agreement.

2. Temporary Construction Easement. In order to facilitate the construction of the Improvements in the Public Utility Easement Area, Grantor hereby grants and conveys to Grantee a non-exclusive, temporary construction easement (the "**Temporary Construction Easement**") over, across, through, upon and under the Temporary Construction Easement Area. The Temporary Construction Easement shall terminate on May 1, 2020 (the "**Temporary Construction Easement Termination Date**"). The Public Utility Easement Area and the Temporary Construction Easement Area are collectively referred to herein as the "**Easement Areas**".

3. Grantor's Use. Subject to the limitations set forth herein, Grantor reserves the right to the use and enjoyment of the Easement Areas, provided Grantor's use shall not unreasonably interfere with or restrict Grantee's full and complete use of the Easement Areas for the purposes set forth herein; provided, however, that Grantor shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Public Utility Easement Area, nor permit the Public Utility Easement to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of Grantee. Grantee acknowledges and agrees that Grantor shall have the full use and enjoyment of the Temporary Construction Easement Area and this Agreement shall no longer burden such Temporary Construction Easement Area after the earlier to occur of (i) the Temporary Construction Easement Termination Date and (ii) Grantee's completion of the construction of the Improvements in the Public Utility Easement Area.

4. Grantee's Obligations. Grantee will perform all work in, under, or upon the Easement Areas expeditiously and in a good and workmanlike fashion. Grantee agrees that all work in, under, or upon the Easement Areas will be performed in such manner as not to unreasonably interfere with operations on Grantor's Property, and Grantee will give Grantor reasonable prior notice of such work as set forth in Section 5 below. Grantee represents and warrants that it will maintain the Easement Areas and the balance of Grantor's Property free and clear from any liens or encumbrances created or caused by Grantee of any nature whatsoever in connection with the exercise of Grantee's rights set forth in this Agreement.

5. Access. Grantee shall provide Grantor with 48-hour prior written notice prior to access of the Easement Areas, unless entry upon Grantor's Property is reasonably necessary for emergency repairs to the Improvements. Grantee shall take commercially reasonable efforts not to materially interfere with the business and operations conducted on Grantor's Property.

6. Construction and Maintenance.

(a) Grantee, at Grantee's sole cost and expense, shall construct the Improvements, with the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental thereto, for the non-exclusive benefit of Grantor. The Improvements shall be constructed in a good and workmanlike manner, in compliance with all laws, rules and regulations, and shall provide Grantor's Property with access to the Improvements upon issuance of any required permits and payment of all applicable fees and charges. Grantee's construction of the Improvements shall cause no disruption of water, sanitary sewer and storm sewer service to Grantor's Property.

**NORTH PUBLIC UTILITY EASEMENT
Tyrell Farm North, LLC**

(b) From and after the construction and installation of the Improvements by Grantee, Grantee shall keep and maintain the Improvements in good condition and repair at Grantee's sole cost and expense.

7. Indemnification. Grantee agrees to indemnify, defend, and hold Grantor and its tenants, occupants, permittees, and invitees harmless from and against any and all claims, causes of action, costs, expenses, losses, liabilities, and damages (collectively, "**Claims**") arising directly from the negligence of Grantee or its employees, agents, or contractors in connection with the exercise of any right or the failure by Grantee to perform any obligation under this Agreement, all as set forth in this Agreement. The foregoing indemnification will not cover any Claims to the extent the same were caused by any act or omission of Grantor or its tenants, occupants, permittees, or invitees.

8. Restoration. Grantee will, at its sole cost and expense and promptly after completion of its work, restore the surface and subsurface of the Easement Areas and/or Grantor's Property as may have been disturbed in the construction, use, operation, maintenance, or repair of the Improvements to substantially the same condition that existed prior to Grantee's work, and repair all improvements and replace (or pay restitution) for any crops located on Grantor's Property which may have been damaged by work within the Easement Areas or which is a direct result of the exercise of the rights herein granted.

9. Successors. The rights and obligations of the parties hereto touch and concern the land and are binding upon and benefit the parties' respective heirs, successors, and assigns. The words "Grantor" and "Grantee" shall include heirs, executors, administrative successors and assigns, as the case may be, including, but not limited to, all future owners of Grantor's Property, it being intended that this Agreement shall run with the land.

10. Governing Law; Venue. Construction and interpretation of this Agreement will be governed by laws of the state in which Grantor's Property is located, excluding any principles of conflicts of laws. Any dispute arising under, in connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state or federal courts located in the county in which Grantor's Property is located. Each of the parties irrevocably submits to those courts' venue and jurisdiction.

11. Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, return receipt requested, postage prepaid, or by overnight courier (such as Federal express), sent to the following addresses:

If to <u>Grantee</u> :	Village of Gilberts 87 Galligan Road Gilberts, IL 60136 Attn: Village Administrator
With a copy to:	Julie Tappendorf Ancel Glink, P.C. 140 S. Dearborn Street, Ste 600 Chicago, IL 60603
If to <u>Grantor</u> :	Tyrell Farm North, LLC 39373 N. Dilleys Road Wadsworth, IL 60083-9256 Attn: Patrick E. Tyrrell Email: patricktyrrell@comcast.net

**NORTH PUBLIC UTILITY EASEMENT
Tyrell Farm North, LLC**

with a copy to: Keith Clayton
1321 Maple
Wilmette, IL 60091
Email: clonk@sbcglobal.net

with an additional
copy to: Benesch, Friedlander, Coplan & Aronoff LLP
71 South Wacker Drive, Suite 1600
Chicago, IL 60606
Attn: Michael J. Klein
Fax: 312-767-9192
Email: mklein@beneschlaw.com

[Signatures begin on following page]

**NORTH PUBLIC UTILITY EASEMENT
Tyrell Farm North, LLC**

IN WITNESS WHEREOF, Grantor and Grantee have signed, sealed and delivered this instrument the day and year first set forth above.

GRANTOR:

TYRRELL FARM NORTH, LLC,
an Illinois limited liability company

Patrick Tyrrell, Manager

Dated: _____

Keith T. Clayton, Manager

Dated: _____

I certify that Patrick Tyrrell, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the date below and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Dated: _____, 2019

Notary Public

I certify that Keith T. Clayton, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the date below and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Dated: _____, 2019

Notary Public

**NORTH PUBLIC UTILITY EASEMENT
Tyrell Farm North, LLC**

GRANTEE:

VILLAGE OF GILBERTS, an Illinois
municipal corporation

By: _____

Name: _____

Title: _____

Dated: _____

I certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the date below and acknowledged that he/she signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Dated: _____, 2019

Notary Public

**NORTH PUBLIC UTILITY EASEMENT
Tyrell Farm North, LLC**

EXHIBIT A

GRANTOR'S PROPERTY LEGAL DESCRIPTION

THAT PART OF THE WEST ½ OF THE NORTHEAST ¼ AND OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 42, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST ½ OF SAID NORTHEAST ¼; THENCE NORTH ALONG THE EAST LINE OF THE WEST ½ OF SAID NORTHEAST ¼, 1087.62 FEET FROM THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 59 DEGREES 31 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE, 2934.95 FEET TO A POINT ON THE NORTH LINE OF THE EAST ½ OF SAID NORTHWEST ¼; THENCE EAST ALONG SAID NORTH LINE AND THE NORTH LINE OF THE WEST ½ OF SAID NORTHEAST ¼ TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE WEST ½ OF SAID NORTHEAST ¼ TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

Parcel Number: 02-25-200-006

**NORTH PUBLIC UTILITY EASEMENT
Tyrell Farm North, LLC**

EXHIBIT B

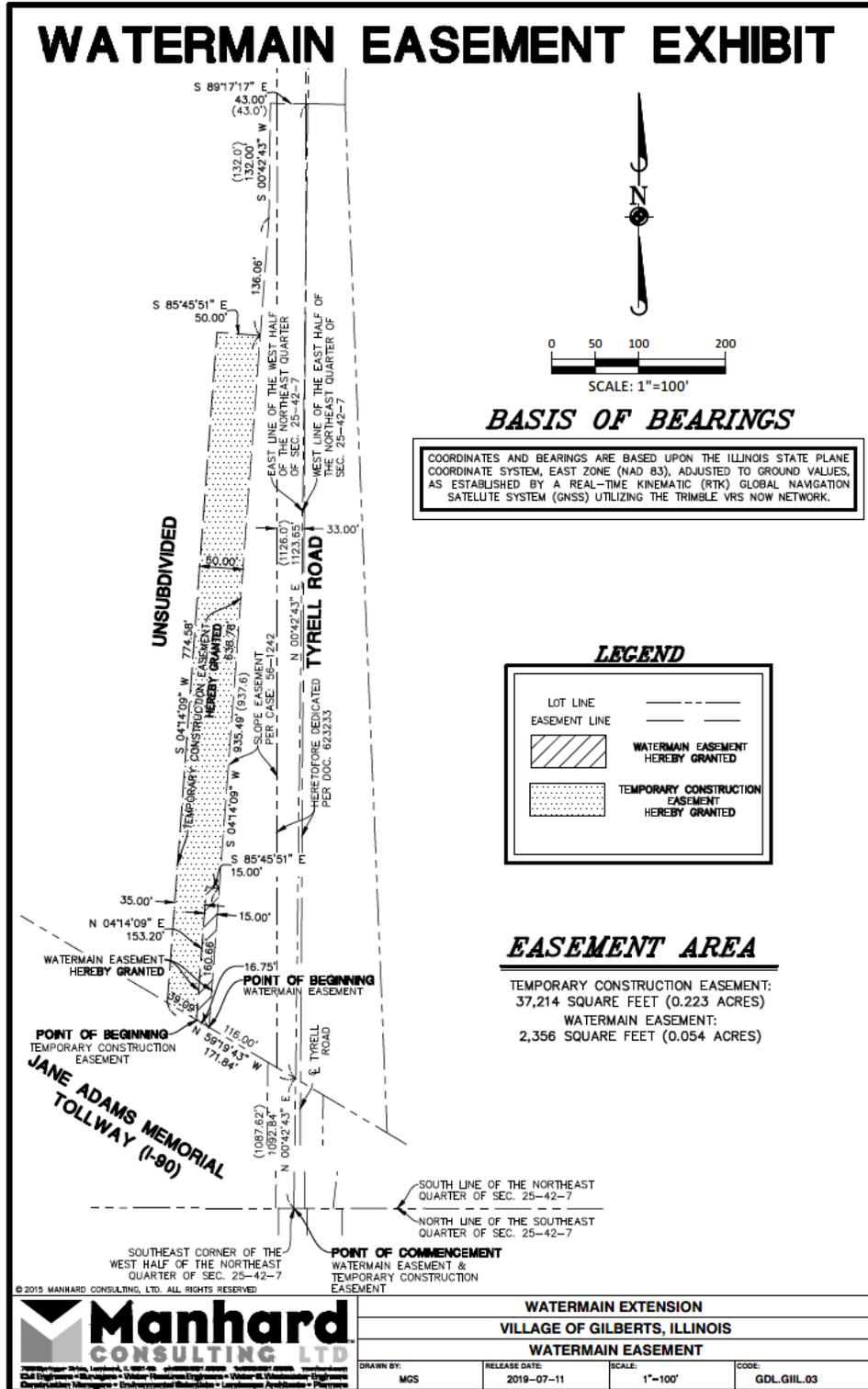
PUBLIC UTILITY EASEMENT AREA LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 42 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 1092.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE JANE ADAMS MEMORIAL TOLLWAY (I-90); THENCE NORTH 59 DEGREES 19 MINUTES 43 SECONDS WEST ALONG SAID NORTHERLY RIGHT-RIGHT OF WAY, A DISTANCE OF 116.00 FEET TO THE SOUTHWEST CORNER OF A SLOPE EASEMENT AS TAKEN PER CONDEMNATION CASE NUMBER 56-1242, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59 DEGREES 19 MINUTES 43 SECONDS WEST ALONG SAID NORTHERLY RIGHT-RIGHT OF WAY, A DISTANCE OF 16.75 FEET TO A LINE PARALLEL WITH AND 15.00' WEST OF SAID SLOPE EASEMENT; THENCE NORTH 04 DEGREES 14 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 153.20 FEET; THENCE SOUTH 85 DEGREES 45 MINUTES 51 SECONDS EAST, A DISTANCE OF 15.00 FEET TO SAID SLOPE EASEMENT; THENCE SOUTH 04 DEGREES 14 MINUTES 09 SECONDS WEST ALONG SAID SLOPE EASEMENT, A DISTANCE OF 160.66 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS, AND CONTAINING APPROXIMATELY 0.054 ACRES.

**NORTH PUBLIC UTILITY EASEMENT
Tyrell Farm North, LLC**

EXHIBIT C

**DEPICTION OF WATER MAIN EASEMENT AREA AND
TEMPORARY CONSTRUCTION EASEMENT AREA**



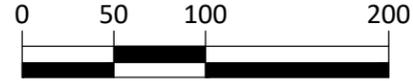
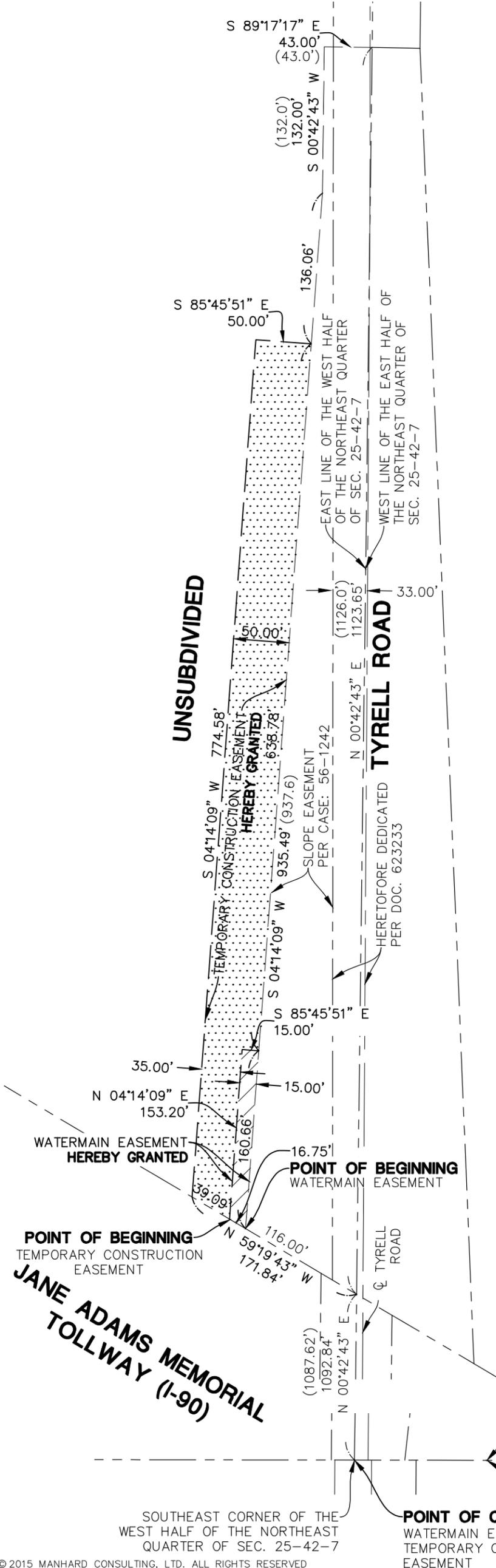
**NORTH PUBLIC UTILITY EASEMENT
Tyrell Farm North, LLC**

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT AREA LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 42 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 1092.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE JANE ADAMS MEMORIAL TOLLWAY (I-90); THENCE NORTH 59 DEGREES 19 MINUTES 43 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 132.75 FEET TO POINT OF BEGINNING; THENCE CONTINUING NORTH 59 DEGREES 19 MINUTES 43 SECONDS WEST, A DISTANCE OF 39.09 FEET TO A LINE PARALLEL WITH AND 50.00 FEET WEST OF A SLOPE EASEMENT AS TAKEN PER CONDEMNATION CASE NUMBER 56-1242; THENCE NORTH 04 DEGREES 14 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 774.58 FEET; THENCE SOUTH 85 DEGREES 45 MINUTES 51 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE WEST LINE OF SAID SLOPE EASEMENT; THENCE SOUTH 04 DEGREES 14 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 638.78 FEET; THENCE NORTH 85 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 15.00 FEET TO A LINE PARALLEL WITH AND 15.00 FEET WEST OF THE WEST LINE OF SAID SLOPE EASEMENT; THENCE SOUTH 04 DEGREES 14 MINUTES 09 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 153.20 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS, AND CONTAINING APPROXIMATELY 0.223 ACRES.

WATERMAIN EASEMENT EXHIBIT

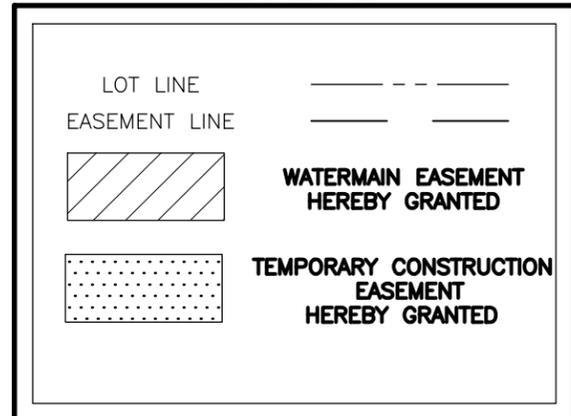


SCALE: 1"=100'

BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

LEGEND



EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT:
37,214 SQUARE FEET (0.223 ACRES)
WATERMAIN EASEMENT:
2,356 SQUARE FEET (0.054 ACRES)

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700 Springer Drive, Lombard, IL 60148 ph: 630.991.8500 fx: 630.991.8585 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

WATERMAIN EXTENSION			
VILLAGE OF GILBERTS, ILLINOIS			
WATERMAIN EASEMENT			
DRAWN BY: MGS	RELEASE DATE: 2019-07-11	SCALE: 1"=100'	CODE: GDL.GIIL.03

15:50 Dwg Name: P:\Gdlgill03\dwg\Surv\Final Drawings\Plat of Easement\GDLGIIL02-PE WATERMAIN NORTH.dwg Updated By: MSchmitt

**SOUTH PUBLIC UTILITY EASEMENT
Tyrell Farm South, LLC**

This Instrument prepared by:

Sharon E. Smith, Esq.
Hartman Simons & Wood LLP
6400 Powers Ferry Road NW, Suite 400
Atlanta, GA 30339

After recording, return to:

Benesch, Friedlander, Coplan & Aronoff LLP
71 South Wacker Drive, Suite 1600
Chicago, IL 60606
Attn: Michael J. Klein

PUBLIC UTILITY EASEMENT

THIS PUBLIC UTILITY EASEMENT (the “**Agreement**”) is made and entered into this _____ day of _____, 2019, by and between Tyrrell Farm South, LLC, an Illinois limited liability company (“**Grantor**”), with an address of 1321 Maple Avenue, Wilmette, IL 60091 and the Village of Gilberts, an Illinois municipal corporation, (“**Grantee**”), with an address of 87 Galligan Road, Gilberts, IL 60136.

RECITALS

WHEREAS, Grantor is the owner of certain real property consisting of approximately 57.5 acres and located at 15N940 Tyrrell Road, Elgin, Kane County, Illinois 60120, and more particularly described on Exhibit A attached hereto (“**Grantor’s Property**”);

WHEREAS, Grantor desires to grant to Grantee an easement for the purpose of constructing, installing, maintaining, repairing and replacing water, sanitary sewer and storm sewer equipment and related facilities (the “**Improvements**”) in the area of Grantor’s Property described on Exhibit B attached hereto and depicted on Exhibit C attached hereto (the “**Public Utility Easement Area**”);

WHEREAS, Grantor desires to grant to Grantee a temporary easement for the construction of the Improvements in the portion of Grantor’s Property described on Exhibit D attached hereto and as depicted on Exhibit C attached hereto (the “**Temporary Construction Easement Area**”).

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be conferred on Grantor’s Property, Grantor, hereby grants to Grantee as follows:

1. Grant of Public Utility Easement. Grantor hereby grants to Grantee a non-exclusive, perpetual easement (the “**Public Utility Easement**”) for the purposes set forth below, on, under and across portions of the Grantor Property a set forth below:

(a) accessing, using, maintaining, cleaning out, repairing and replacing the Improvements to be constructed on Grantor’s Property by Grantor in the Public Utility Easement Area as

SOUTH PUBLIC UTILITY EASEMENT
Tyrell Farm South, LLC

provided in Section 6 below and non-exclusively serving Grantor's Property and to enter upon Grantor's Property in the manner described in Section 5 below for the purposes described above.

(b) Grantee shall have the right to access the Improvements and the Public Utility Easement Area for purposes of maintenance, repair and replacement of the Improvements upon notice as required by Section 5 of this Agreement.

(c) Grantee shall restore the surface area and all landscaping, paving and other permitted improvements as required by Section 8 of this Agreement.

2. Temporary Construction Easement. In order to facilitate the construction of the Improvements in the Public Utility Easement Area, Grantor hereby grants and conveys to Grantee a non-exclusive, temporary construction easement (the "**Temporary Construction Easement**") over, across, through, upon and under the Temporary Construction Easement Area. The Temporary Construction Easement shall terminate on May 1, 2020 (the "**Temporary Construction Easement Termination Date**"). The Public Utility Easement Area and the Temporary Construction Easement Area are collectively referred to herein as the "**Easement Areas**".

3. Grantor's Use. Subject to the limitations set forth herein, Grantor reserves the right to the use and enjoyment of the Easement Areas, provided Grantor's use shall not unreasonably interfere with or restrict Grantee's full and complete use of the Easement Areas for the purposes set forth herein; provided, however, that Grantor shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Public Utility Easement Area, nor permit the Public Utility Easement to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of Grantee. Grantee acknowledges and agrees that Grantor shall have the full use and enjoyment of the Temporary Construction Easement Area and this Agreement shall no longer burden such Temporary Construction Easement Area after the earlier to occur of (i) the Temporary Construction Easement Termination Date and (ii) Grantee's completion of the construction of the Improvements in the Public Utility Easement Area.

4. Grantee's Obligations. Grantee will perform all work in, under, or upon the Easement Areas expeditiously and in a good and workmanlike fashion. Grantee agrees that all work in, under, or upon the Easement Areas will be performed in such manner as not to unreasonably interfere with operations on Grantor's Property, and Grantee will give Grantor reasonable prior notice of such work as set forth in Section 5 below. Grantee represents and warrants that it will maintain the Easement Areas and the balance of Grantor's Property free and clear from any liens or encumbrances created or caused by Grantee of any nature whatsoever in connection with the exercise of Grantee's rights set forth in this Agreement.

5. Access. Grantee shall provide Grantor with 48-hour prior written notice prior to access of the Easement Areas, unless entry upon Grantor's Property is reasonably necessary for emergency repairs to the Improvements. Grantee shall take commercially reasonable efforts not to materially interfere with the business and operations conducted on Grantor's Property.

6. Construction and Maintenance.

(a) Grantee, at Grantee's sole cost and expense, shall construct the Improvements, with the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental thereto, for the non-exclusive benefit of Grantor. The Improvements shall be constructed in a good and workmanlike manner, in compliance with all laws, rules and regulations, and shall provide Grantor's Property with access to the Improvements upon issuance of any required permits and payment of all applicable fees and charges. Grantee's construction of the Improvements shall cause no disruption of water, sanitary sewer and storm sewer service to Grantor's Property.

**SOUTH PUBLIC UTILITY EASEMENT
Tyrell Farm South, LLC**

(b) From and after the construction and installation of the Improvements by Grantee, Grantee shall keep and maintain the Improvements in good condition and repair at Grantee's sole cost and expense.

7. Indemnification. Grantee agrees to indemnify, defend, and hold Grantor and its tenants, occupants, permittees, and invitees harmless from and against any and all claims, causes of action, costs, expenses, losses, liabilities, and damages (collectively, "**Claims**") arising directly from the negligence of Grantee or its employees, agents, or contractors in connection with the exercise of any right or the failure by Grantee to perform any obligation under this Agreement, all as set forth in this Agreement. The foregoing indemnification will not cover any Claims to the extent the same were caused by any act or omission of Grantor or its tenants, occupants, permittees, or invitees.

8. Restoration. Grantee will, at its sole cost and expense and promptly after completion of its work, restore the surface and subsurface of the Easement Areas and/or Grantor's Property as may have been disturbed in the construction, use, operation, maintenance, or repair of the Improvements to substantially the same condition that existed prior to Grantee's work, and repair all improvements and replace (or pay restitution) for any crops located on Grantor's Property which may have been damaged by work within the Easement Areas or which is a direct result of the exercise of the rights herein granted.

9. Successors. The rights and obligations of the parties hereto touch and concern the land and are binding upon and benefit the parties' respective heirs, successors, and assigns. The words "Grantor" and "Grantee" shall include heirs, executors, administrative successors and assigns, as the case may be, including, but not limited to, all future owners of Grantor's Property, it being intended that this Agreement shall run with the land.

10. Governing Law; Venue. Construction and interpretation of this Agreement will be governed by laws of the state in which Grantor's Property is located, excluding any principles of conflicts of laws. Any dispute arising under, in connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state or federal courts located in the county in which Grantor's Property is located. Each of the parties irrevocably submits to those courts' venue and jurisdiction.

11. Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, return receipt requested, postage prepaid, or by overnight courier (such as Federal express), sent to the following addresses:

If to <u>Grantee</u> :	Village of Gilberts 87 Galligan Road Gilberts, IL 60136 Attn: Village Administrator
With a copy to:	Julie Tappendorf Ancel Glink, P.C. 140 S. Dearborn Street, Ste 600 Chicago, IL 60603
If to <u>Grantor</u> :	Tyrell Farm South, LLC 39373 N. Dilley's Road Wadsworth, IL 60083-9256 Attn: Patrick E. Tyrrell Email: patricktyrrell@comcast.net

**SOUTH PUBLIC UTILITY EASEMENT
Tyrell Farm South, LLC**

with a copy to: Keith Clayton
1321 Maple
Wilmette, IL 60091
Email: clonk@sbcglobal.net

with an additional
copy to: Benesch, Friedlander, Coplan & Aronoff LLP
71 South Wacker Drive, Suite 1600
Chicago, IL 60606
Attn: Michael J. Klein
Fax: 312-767-9192
Email: mklein@beneschlaw.com

[Signatures begin on following page]

**SOUTH PUBLIC UTILITY EASEMENT
Tyrell Farm South, LLC**

IN WITNESS WHEREOF, Grantor and Grantee have signed, sealed and delivered this instrument the day and year first set forth above.

GRANTOR:

TYRRELL FARM SOUTH, LLC,
an Illinois limited liability company

Patrick Tyrrell, Manager

Dated: _____

Keith T. Clayton, Manager

Dated: _____

I certify that Patrick Tyrrell, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the date below and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Dated: _____, 2019

Notary Public

I certify that Keith T. Clayton, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the date below and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Dated: _____, 2019

Notary Public

**SOUTH PUBLIC UTILITY EASEMENT
Tyrell Farm South, LLC**

GRANTEE:

VILLAGE OF GILBERTS, an Illinois
municipal corporation

By: _____

Name: _____

Title: _____

Dated: _____

I certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the date below and acknowledged that he/she signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Dated: _____, 2019

Notary Public

**SOUTH PUBLIC UTILITY EASEMENT
Tyrell Farm South, LLC**

EXHIBIT A

GRANTOR'S PROPERTY LEGAL DESCRIPTION

THE PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25 TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID NORTHEAST 1/4; THENCE NORTH ALONG THE EAST LINE OF THE WEST 1/2 OF SAID NORTHEAST 1/4 739.5 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 59 DEGREES 31 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE 2803.20 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4;. THENCE EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THE WEST 1/2 OF SAID NORTHEAST 1/4 TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART TAKEN FOR ROAD PURPOSES, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS

Parcel Number: 02-25-200-001

**SOUTH PUBLIC UTILITY EASEMENT
Tyrell Farm South, LLC**

EXHIBIT B

PUBLIC UTILITY EASEMENT AREA LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 53 MINUTES 38 SECONDS WEST ALONG THE SOUTH LINE OF SAID WEST HALF, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF A SLOPE EASEMENT AS TAKEN PER CONDEMNATION CASE NUMBER 56-1242; THENCE NORTH 03 DEGREES 35 MINUTES 12 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 156.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 49 DEGREES 11 MINUTES 38 SECONDS WEST, A DISTANCE OF 20.99 FEET TO A LINE PARALLEL WITH AND 15.00 FEET WEST OF THE WEST LINE OF SAID SLOPE EASEMENT; THENCE NORTH 03 DEGREES 35 MINUTES 12 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 646.42 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE JANE ADAMS MEMORIAL TOLLWAY (1-90); THENCE SOUTH 59 DEGREES 19 MINUTES 43 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 18.15 FEET TO THE WEST LINE OF SAID SLOPE EASEMENT; THENCE SOUTH 03 DEGREES 35 MINUTES 12 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 650.89 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

**SOUTH PUBLIC UTILITY EASEMENT
Tyrell Farm South, LLC**

EXHIBIT C

**DEPICTION OF WATER MAIN EASEMENT AREA AND
TEMPORARY CONSTRUCTION EASEMENT AREA**

**SOUTH PUBLIC UTILITY EASEMENT
Tyrell Farm South, LLC**

EXHIBIT D

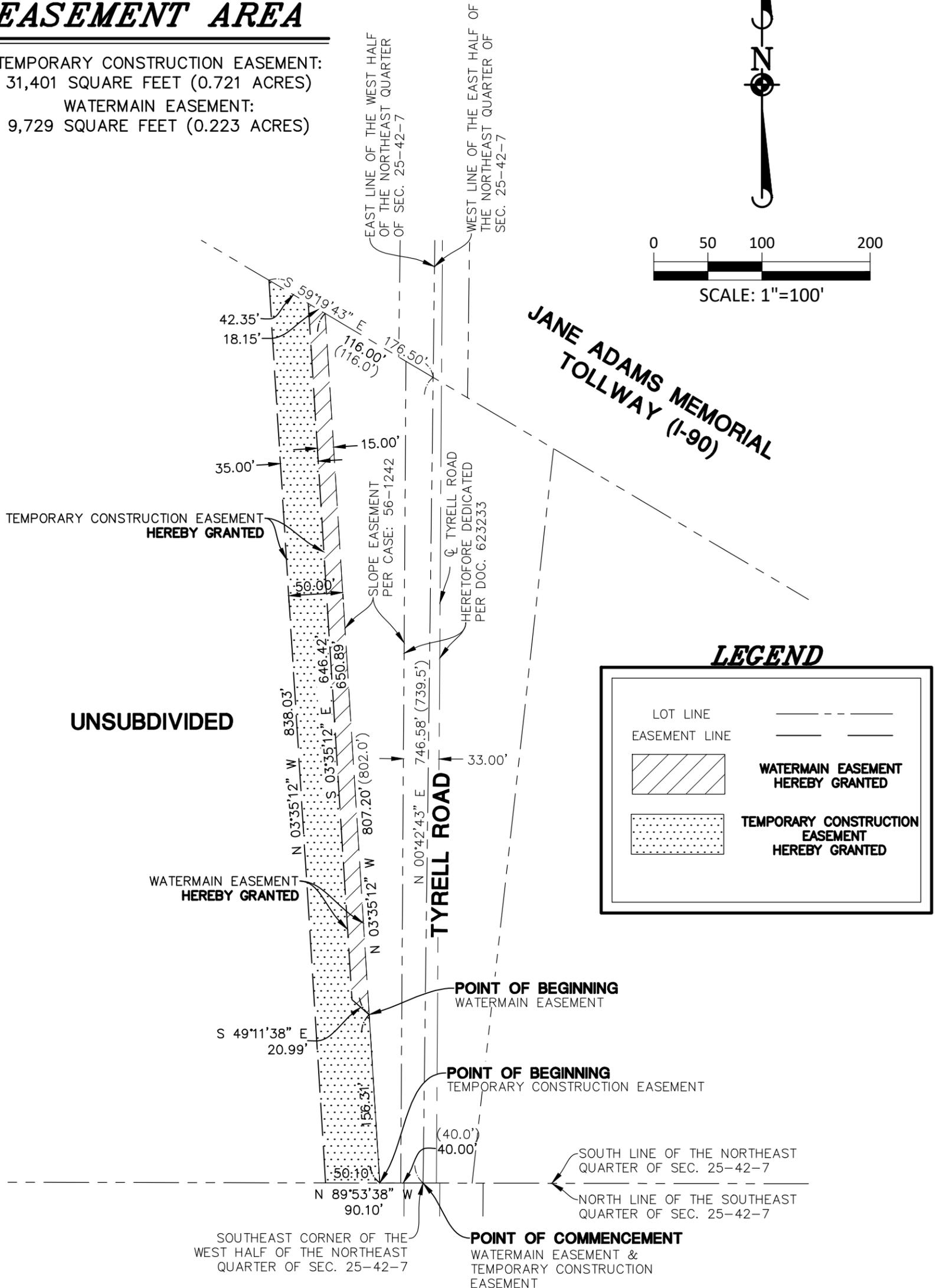
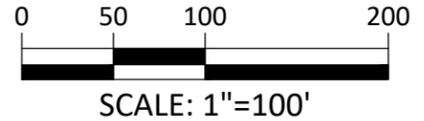
TEMPORARY CONSTRUCTION EASEMENT AREA LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 53 MINUTES 38 SECONDS WEST ALONG THE SOUTH LINE OF SAID WEST HALF, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF A SLOPE EASEMENT AS TAKEN PER CONDEMNATION CASE NUMBER 56-1242, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 53 MINUTES 38 SECONDS WEST, A DISTANCE OF 50.10 FEET TO A LINE PARALLEL WITH AND 50.00 FEET WEST OF THE WEST LINE OF A SLOPE EASEMENT AS TAKEN PER CASE NUMBER 56-1242; THENCE NORTH 03 DEGREES 35 MINUTES 12 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 838.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE JANE ADAMS MEMORIAL TOLLWAY (1-90); THENCE SOUTH 59 DEGREES 19 MINUTES 43 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF WAY LINE, A DISTANCE OF 42.35 FEET TO A LINE PARALLEL WITH AND 15.00 FEET WEST OF THE WEST LINE OF SAID SLOPE EASEMENT; THENCE SOUTH 03 DEGREES 35 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 646.42 FEET; THENCE SOUTH 49 DEGREES 11 MINUTES 38 SECONDS EAST, A DISTANCE OF 20.99 FEET TO THE WEST LINE OF SAID SLOPE EASEMENT; THENCE SOUTH 03 DEGREES 35 MINUTES 12 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 156.31 FEET TO THE POINT OF BEGINNING IN KANE COUNTY, ILLINOIS.

WATERMAIN EASEMENT EXHIBIT

EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT:
31,401 SQUARE FEET (0.721 ACRES)
WATERMAIN EASEMENT:
9,729 SQUARE FEET (0.223 ACRES)



LEGEND

LOT LINE	---
EASEMENT LINE	---
	WATERMAIN EASEMENT HEREBY GRANTED
	TEMPORARY CONSTRUCTION EASEMENT HEREBY GRANTED

BASIS OF BEARINGS

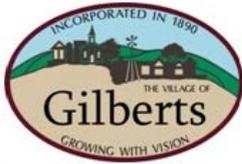
COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

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Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

WATERMAIN EXTENSION			
VILLAGE OF GILBERTS, ILLINOIS			
WATERMAIN EASEMENT			
DRAWN BY: MGS	RELEASE DATE: GDL.GIL.03	SCALE: 1"=100'	CODE: GDL.GIL.03



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

MEMORANDUM

TO: Village President and Board of Trustees
CC: Brian Bourdeau, Village Administrator
 Courtney Baker, Village Clerk
FROM: Jake Smith, Administrative Intern
DATE: October 8, 2019 Committee of the Whole
SUBJECT: Server, Software, and Computer Replacement

The Village of Gilberts currently has 28 computers throughout all offices used daily. These computers have reached an average age of 6.5 years, and are equipped with outdated software such as Microsoft Office 2007 and Windows 7, both of which have had support discontinued. The current server utilized by Village workstations makes use of Microsoft Server 2008 and 2010 Microsoft Exchange, which are nearing discontinuation of support. Generally speaking, technology has an average expected life of 3-5 years.

In the FY 2020 Budget, the Village allocated \$29,500.00 to upgrade the Village’s Microsoft Exchange (Email) Server and Microsoft Office suites, as well as necessary hardware. Village staff compared quotes from CDW-G, Heartland Business Systems, and Current Technologies. Based on quotes received, staff recommends that Current Technologies should be selected for the purchasing of items related to the server, software, and IT labor, while Heartland Business Systems should be selected for the purchasing of computer hardware.

Hardware: Heartland Business Systems

Table 1: Computer Retention and Replacement

To address the aging computers, and ensure that all computers are equipped to support necessary software and server requirements, it is recommended that 18 of the 28 computers in Village offices are replaced. The computers to be replaced are higher-use workstation computers which regularly utilize Microsoft Office and financial tools. The 10 retained computers fall into one of two groups, either being new enough to meet all requirements, or being used in a lower-requirement workstation. Table 1 outlines replacement and retention throughout Village offices. If this replacement model is followed, the average age of computers in Gilberts will be 1.3 years, and provide a starting point to remain on a sustainable 3-5 year model for rotation of technology.

Village Office	Computers Replaced	Computers Retained
Village Hall	5	1
Police Department	7	4
Public Works	1	5
Water Facilities	5	0

Quotes were received from Heartland Business Systems (HBS), CDW-G, and Current Technologies for the replacement of hardware. Table 2, below, provides an initial overview of

quotes received. It should be noted that Current Technologies does not sell Microsoft Surface Units, and therefore has only provided pricing for the Lenovo units.

Table 2: Hardware Quotes

	Lenovo ThinkCentre M710e (16 units needed)		Microsoft Surface Pro 6 (2 units needed)		Accessories (Total Cost)	Total Cost: All Computers
	Price per Unit	Total Cost	Price Per Unit	Total Cost	Total Cost	
HBS	\$505.86	\$8,093.76	\$1,162.54	\$2,325.08	\$804.86	\$10,570.38
CDW-G	\$515.28	\$8,244.48	\$1,197.46	\$2,394.92	\$908.33	\$10,790.94
Current Technologies	\$557.61	\$8,921.76	Not available	Not available	Not available	\$8,921.61**

**Not including Surface Pro units or accessories.

For general workstations, Village staff recommends 16 Lenovo ThinkCentre M710e desktop computers. Lenovo is a leading computer manufacturer that provides hardware at a competitive price and is used by several other municipalities in the area.

Two Microsoft Surface Pro 6 hybrid computers are also recommended for purchase with compatible keyboards, docking stations, and styluses. These computers, when equipped with proper docking stations, may serve as both mobile and desktop workstations, allowing for flexible use and increased productivity. One additional docking station should also be ordered for use with one Surface computer already owned by the Village for \$151.54 so that it may too be used as a hybrid workstation.

Server, Software, and IT Support: Current Technologies

To address the aging server and software equipment, it is necessary that the Village upgrade the Microsoft Exchange Server, Microsoft Office Home & Business 2019, and Windows 10. Per the FY 2020 Budget, it is also recommended that the Village purchase Barracuda Archiving software to assist with record retention compliance and FOIA response. Village staff recommends that server upgrades, software, and IT labor are purchased through Current Technologies.

Upgraded software will also be necessary for all computers, both new and old, to remain current for everyday use. Quotes for software were received from CDW-G, Heartland Business Systems, and Current Technologies, with difference in pricing falling within Current Technologies was able to match the small price difference that was present, which simplifies the process as they will be assisting with installation of technology in Village offices. A summary of received software quotes can be seen in Table 3.

Table 3: Software Quotes

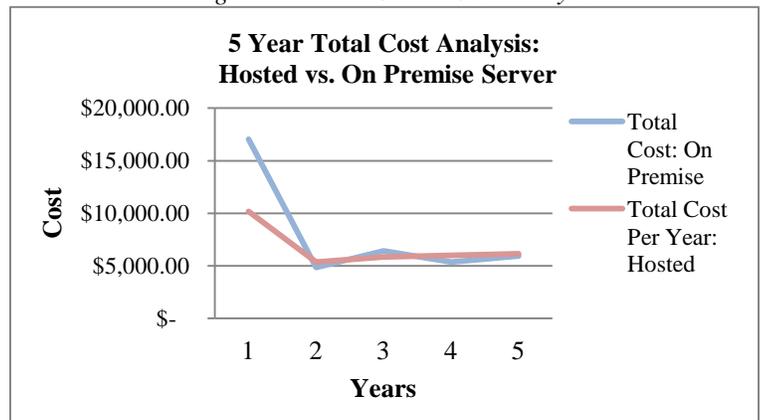
	Microsoft Office Home and Business 2019 (5 units needed)		Windows 10 (5 units needed)		Total Cost: All Software
	Price per Unit	Total Cost	Price Per Unit	Total Cost	
HBS	\$249.00	\$5,727.00	\$162.55	\$812.75	\$6,539.75
CDW-G	\$249.37	\$5,735.51	\$164.58	\$822.90	\$6,558.41
Current Technologies	\$245.30	\$5,641.90	\$154.32	\$771.60	\$6,413.50

Microsoft Office 2007, which is currently used in Village offices, was discontinued for support in 2017. To ensure that all computers are equipped with up-to-date and supported Office suites, Village staff recommends the purchasing of 23 Microsoft Office 2019 Home & Business licenses for \$245.30 per license. This option proved to be most cost effective while providing all necessary programs over a 5 year window.

To ensure that new office programs and other software is compatible with Village workstations, it is also recommended that the Village upgrade computers to the Windows 10 operating system. It should be noted that any new computers purchased, as previously discussed, are preinstalled Windows 10, and will not require the purchasing of an additional license. It is recommended that the Village purchases 5 Windows 10 licenses for \$154.32 per license for use on retained computers.

55 Exchange licenses will be necessary to maintain all current Village emails. In figure one, the cost of hosted versus in-house server options has been compared through their projected five-year lifespan with a 2.5% projected inflation applied. The high initial cost is product of IT labor for the hosted option, and one-time purchases and installation for the on-premise option. The upgrade to hosted Microsoft Exchange Online would provide for a reduction in yearly maintenance costs, and will provide continued email service in the event of power loss. Village staff recommends that 55 Hosted Microsoft Exchange licenses be purchased to maintain all Village emails for \$48.00 per license.

Figure 1: 5 Year Server Cost Analysis



The transition would also include the addition of a Barracuda Essentials Email Archive solution. The addition of an email archiving solution would ensure that the Village will always remain fully compliant for records retention and FOIA responses. This purchase would also make searching faster, reducing the staff time it takes to fulfill FOIA requests. The Barracuda service archives all incoming/outgoing mail in a secure location minimizing the risk of loss or deletion. Barracuda Essentials also includes a cloud-based, multi-layer security system for increased protection. Village staff recommends that 55 Barracuda Essentials licenses be purchased for \$47.25 per license.

In summary, it is recommended that the Village purchase 55 Microsoft Hosted Exchange Server licenses in the amount of \$2,640.00 and 55 Barracuda Essentials licenses in the amount of \$2,598.75 for a total of \$5,238.75. These licenses would be invoiced through Current Technologies.

The installation of computer workstations will be completed by Current Technologies with the assistance of Village staff. Current Technologies will also handle the migration of emails and users with the new hosted server, ensuring that the transition from the current, in-house server to

the hosted Exchange server is completed. Current Technologies provided a quote of \$4,932.00 for email migration and \$1,480.52 for computer installation, for a total of \$6,412.52 in IT labor.

In summary, Village Staff recommends the purchasing the following through Current Technologies:

A) Office Exchange and Barracuda Archiver Licenses:	\$5,238.75
B) Microsoft Office and Windows 10:	\$6,413.50
C) <u>Installation and Email Migration Services:</u>	<u>\$6,412.52</u>
Sub Total Current Technologies	\$18,064.77

Further, the computer hardware is recommended for purchase from Heartland Business Systems for \$10,570.38. Between Current Technologies and HBS, the total estimated project cost is \$28,635.15.

With approval of the Village Board, Village staff will prepare materials for software purchasing and a task order for IT Labor needed through Current Technologies, and materials for hardware purchasing through Heartland Business Systems.