Village Board of Trustees
Meeting Agenda
Village of Gilberts
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
December 3, 2013
7:00 P.M.

A G E N D A

ORDER OF BUSINESS

1. **CALL TO ORDER / PLEDGE OF ALLEGIANCE**

2. **ROLL CALL / ESTABLISH QUORUM**

3. **PUBLIC COMMENT**

4. **CONSENT AGENDA**
   A. A Motion to approve Minutes from the November 19, 2013, Village Board Meeting
   B. A Motion to approve Bills and Salaries Dated December 3, 2013
   C. A Motion to approve the 2014 Annual Meeting Calendar
   D. A Motion to approve Proclamation 03-2013, a Proclamation proclaiming December 2013 as Drunk and Drugged Driving (3D) Prevention Month in the Village of Gilberts
   E. A Motion to approve Resolution 29-2013, a Resolution approving the Executive Session Meeting Minutes

5. **ITEMS FOR APPROVAL**
   A. A Motion to approve Ordinance 24-2013, An Ordinance amending the Village of Gilberts Code Title 6 "Motor, Vehicles & Traffic"
   B. A Motion to approve Resolution 30-2013, A Resolution authorizing a Mutual Release and Payment Agreement between the Village of Gilberts and David Taussig & Associates, Inc.
   C. A Motion to authorize an agreement with Foley & Lardner LLP for bond counsel services

6. **ITEMS FOR DISCUSSION**

7. **STAFF REPORTS**

8. **BOARD OF TRUSTEES REPORTS**

9. **PRESIDENT'S REPORT**

10. **EXECUTIVE SESSION**
    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 102/2 (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.

11. **ADJOURNMENT**

AUDIENCE PARTICIPATION

Anyone indicating a desire to speak during Public Comments will be acknowledged by the Village President. Please state your name, address and topic when called upon to speak. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). Interrogation of the Village Staff, Village President, Village Board or any of their comments will not be allowed at this time. Personal invectives against Village Staff or Elected Officials are not permitted.

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 with Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number 874/428-2861." *Assistive services will be provided upon request.*

Village of Gilberts

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

Village Administrator Memorandum 69-13

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator RK

DATE: November 27, 2013

RE: Village Board Meeting – December 3, 2013

The following summary discusses the agenda items for the Village Board meeting scheduled for December 3, 2013:

1. **CALL TO ORDER**

2. **ROLL CALL / ESTABLISH QUORUM**

3. **PUBLIC COMMENT**

4. **CONSENT AGENDA**
Any item may be removed from the consent agenda by request.

   A. **Motion to approve Minutes from the November 19, 2013 Village Board Meeting**
   Please review the enclosed minutes from the November 19 Village Board meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions. Staff recommend approval.

   B. **Motion to approve Bills & Salaries dated December 3, 2013**
   Please refer to the enclosed spreadsheet, which lists the bills to be approved. If you need additional information about any of these bills, please contact me or Finance Director Marlene Blocker prior to the meeting. Staff recommend approval.

   C. **Motion to approve the 2014 Annual Meeting Calendar**
   Staff recommend approval of the 2014 meeting calendar. Please contact Village Clerk Debra Meadows with any questions about the schedule.

   D. **Motion to approve Proclamation 03-2013, a Proclamation proclaiming December 2013 as Drunk and Drugged Driving (3D) Prevention Month in the Village of Gilberts**
   Approval of this proclamation reinforces the Village's efforts to curtail drunk and drugged driving through its Enhanced DUI program. Staff recommend approval.

Public Works Facility
Finance & Building Departments
73 Industrial Drive, Gilberts, IL 60136
Ph. 847-428-4167 Fax: 847-551-3382

Police Department
86 Railroad St., Gilberts, IL 60136
Ph. 847-428-2954 Fax 847-428-4232

E. **Motion to approve Resolution 29-2013, a Resolution approving the Executive Session Meeting Minutes**
Approval of this resolution authorizes the release of the minutes from two executive sessions to the public. The resolution also affirms the confidentiality of the minutes from twelve executive sessions and approves the confidential minutes from two additional executive sessions. Please contact Village Clerk Debra Meadows with any questions. Staff recommend approval.

5. **ITEMS FOR APPROVAL**

A. **Motion to approve Ordinance 24-2013, an Ordinance amending the Village of Gilberts Code Title 6 "Motor, Vehicles & Traffic"**
Staff recommend approval of this ordinance prohibiting on street parking within the Prairie Business Park development. Interstate Partners requested the prohibition to ensure safe and efficient truck traffic movement through the area. Section 6-4-4 of the Village Code would be amended to include Prairie Parkway, Trillium Drive, Larkspur Drive, Sola Drive, Riemer Way, Phoenix Road and Arrowhead Drive. Upon approval, Interstate Partners will install the appropriate "no parking" signage. Please contact Public Works Coordinator John Swedberg with any questions.

B. **Motion to approve Resolution 30-2013, a Resolution authorizing a Mutual Release and Payment Agreement between the Village of Gilberts and David Taussig & Associates Inc.**
Staff recommend approval of the agreement with David Taussig & Associates to resolve the outstanding invoices due for Special Services Area (SSA) #19. Since the Neumann bankruptcy, there have not been monies available in the administrative fund for SSA #19 to pay the quarterly invoices for Taussig's services, resulting in an outstanding balance of $71,031.21 that dates back to June 30, 2008. Taussig has offered to take a 50% settlement on the outstanding balance, resulting in a settlement amount of $35,515.61. Staff propose paying the settlement amount from the General Fund, while seeking eventual reimbursement from successor developers and/or bondholders for the Conservancy property. Please contact me or Finance Director Marlene Blocker about Taussig's services or the proposed settlement agreement.

C. **Motion to authorize an agreement with Foley & Lardner LLP to provide bond counsel services**
Staff recommend approval of the engagement letter retaining Foley & Lardner LLP as bond counsel for issues related to the Special Service Area (SSA) Number 19 bonds and the Conservancy development. Ms. Laura Bilas from Foley & Lardner will be the primary attorney advising the Village on matters related to Gilberts Development LLC's proposal to establish a new SSA and issue a new bond to resolve the outstanding SSA 19 bond debt. The firm estimates the total cost of their services to be $75,000, which will be paid by Gilberts Development LLC through their escrow. Please contact me or Village Attorney Julie Tappendorf with any questions about Foley & Lardner or their scope of services.

7. **ITEMS FOR DISCUSSION**
Please contact me or Village President Rick Zirk to add any new topics for discussion.

8. STAFF REPORTS
Staff will provide any updates at the meeting.

9. BOARD OF TRUSTEES REPORTS

10. PRESIDENT'S REPORT

11. EXECUTIVE SESSION
Please contact me about any current executive session topics.

12. ADJOURNMENT

Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Board of Trustees
Meeting Minutes
November 19, 2013

NOT APPROVED MINUTES

Call to Order/ Pledge of Allegiance
President Zirk called the meeting to order at 7:00 p.m. He proceeded to lead those present in the Pledge of Allegiance.

Roll Call / Establish Quorum
Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, Mierisch, LeClercq, Zambetti, Farrell, Hacker and President Zirk. Others present: Administrator Keller, Chief of Police Williams, Assistant Administrator Beith, and Village Clerk Meadows. For members of the audience please see the attached list.

Recognition
Police Officer Life Saving Award
Chief of Police Williams stated that from time to time police officers display extraordinary dedication to public service. Chief Williams recognized and awarded Officers Eric Meador and Rob Wittenauer with Life Saving Awards. He proceeded to read the citation as follows: On the night of September 23, 2013, Officers Eric Meador and Robert Wittenauer were dispatched to a residence where there was a report of a person choking with no airway. The Officers responded and arrived before fire department paramedics. The officers immediately assessed the victim's vital signs which were unconscious and not breathing, and began to perform high quality cardio pulmonary resuscitation and applied the squad equipped AED devise. Officers continued to perform CPR until the arrival of paramedics.

Rutland Dundee Fire Protection District assessed the actions of the officers thus, "because of the quick actions of Officers Meador and Wittenauer, we were able to obtain return of spontaneous circulation in the patient. The officer's immediate actions gave the patient the best chance of survival by ensuring high quality cardiopulmonary resuscitation was being immediately performed. Officers Meador and Wittenauer are here by awarded the Department Life Saving Award for their exemplary actions.

The Board Members along with the audience applauded the officers for the outstanding efforts and thanked them for their service to the community.

Public Comment
Mr. Juan Gonzales who resides in Gilberts Town Center addressed the Board. He proceeded to introduce his family.

He commented on the fact that his wife has been working relentlessly to petition the HOA and the Board to amend the CCR's to allow board on board fencing. He noted that board on board fencing is allowed in other sections of Town Center.

Mr. Gonzales reported that the required wrought iron fencing is twice the cost of the board on board fence and during his wife's petition drive the majority of the duplex owners had no concerns with amending the CCR's to allow for the board on board fencing. He believed that the Gilberts community would be a community in which his voice could be heard and the local officials would be receptive to suggestions from the community. However, in his opinion this was not the case.

President Zirk discussed the process in amending the CCR's. He noted that the CCR's dictates the process and the required amount of signatures. The Village Board does not have the authority to amend the CCR's. The CCR's can only be amended if 75% of all Town Center property owners are in favor of the amendment being brought forward.

Trustee LeClercq sympathized with Mr. Gonzales. He reported that he too in the past had experienced an issue with the CCR's governing his subdivision. Trustee LeClercq commented on the fact that his subdivision prohibits sheds. However, at the time he was unaware of the prohibition and constructed a shed which later had to be torn down.

Trustee Zambetti noted that he also lives in Gilbert Town Center and is prohibited from constructing any type of fence. However, one of the reasons he purchased the home was due to prohibition on fences. He prefers the open space aesthetics that the prohibition on fencing provides.

Trustee Mierisch commented on the fact that she was voted into office to represent a majority of the residents and the majority of the residents who reside in the Town Center duplexes are in favor of the current CCR's restrictions.

Mr. Gonzales reported that he and his wife have realized this was an issue that would not be readily resolved so they will cease the petition drive. Mr. Gonzales thanked the Board Members for their time.

Consent Agenda

A. **A Motion to approve Minutes from the November 5, 2013 Village Board Meeting**
B. **A Motion to approve Minutes from the November 12, 2013 Committee of the Whole Meeting**
C. **A Motion to approve October 2013 Treasurer's Report**
D. **A Motion to approve Bills and Salaries Dated November 19, 2013 as follows: General Fund $274,795.90, Performance Bonds and Escrows $4,533.75, Water Fund $28,745.25 and Payroll $70,785.64**
E. **A Motion to approve Resolution 25-2013, a Resolution for the Estimate of the Amount of a Tax Levy in compliance with the Requirements of the Truth in Taxation Act**

President Zirk asked the Board Members if there was any item they would like to remove from the consent agenda. There were no comments from the Board Members.

A Motion was made by Trustee Corbett and seconded by Trustee Farrell to approve the Consent Agenda items A-E as presented. Roll call: Vote: 6-ayes: Trustees Corbett, Mierisch, LeClercq, Zambetti, Farrell and Hacker. 0-nays, 0-abstained. Motion carried.

Items for Approval

A Motion to approve Resolution 26-2013, a Resolution authorizing a Professional Service agreement between the Village of Gilberts and Current Technologies to provide IT services

President Zirk inquired if any Board Members had any questions on the resolution approving the new IT provider. There were no questions offered by the Board Members. **A Motion was made by Trustee Farrell and seconded by Trustee Corbett to approve Resolution 26-2013, a Resolution authorizing a Professional Service agreement between the Village of Gilberts and current Technologies to provide IT services**. Roll call: Vote: 6-ayes: Trustees Mierisch, LeClercq, Zambetti, Farrell, Hacker, and Corbett. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 27-2013, a Resolution authorizing a SCADA Support Service Agreement between the Village of Gilberts and BWCSI

President Zirk asked if there were any questions on Resolution 27-2013. The Board Members had no comments. Administrator Keller thanked Assistant Administrator Beith for drafting the agreements.

A Motion was made by Trustee LeClercq and seconded by Trustee Farrell to approve Resolution 27-2013, a Resolution authorizing a SCADA Support Service Agreement between the Village of Gilberts and BWCSI. Roll call: Vote: 6-ayes: Trustees LeClercq, Zambetti, Farrell, Hacker, Corbett and Mierisch. 0-nays, 0-obstained. Motion carried.

A Motion to approve Resolution 28-2013, a Resolution authorizing an Intergovernmental Agreement between the Village of Gilberts and Northern Illinois University relating to professional services

Assistant Administrator Beith provided the Board Members a brief overview of the intergovernmental agreement. He reported NIU's agreement provides for an assessment process producing recommendations for a municipal broadband network that would support the Village's economic development goals and expand connectivity between the public safety, municipal and educations agencies in the area. Trustee Mierisch inquired what role would the agreement play with the Fibercity project. Assistant Administrator Beith replied that the agreement would serve as a plan B if the Fibercity agreement did not move forward. Trustee Hacker noted that the agreement referenced incidental cost. He questioned what would be considered incidental cost. Administrator Keller reported that cost would be for items like making copies and miscellaneous supplies needed for the project.

There being no further discussion, **a Motion was made by Trustee Corbett and seconded by Trustee Zambetti to approve Resolution 28-2013, a Resolution authorizing an Intergovernmental Agreement between the Village of Gilberts and Northern Illinois University relating to professional services.** Roll call: Vote: 6-ayes: Trustees Zambetti, Farrell, Hacker, Corbett, Mierisch, and LeClercq. 0-nays, 0-abstained. Motion carried.

Items for Discussion

The Conservancy Development

Administrator Keller reported that staff has been working with Mr. Troy Mertz of Gilberts Development LLC ("GD"). Mr. Mertz has submitted a proposal to amend the fees associated with the Conservancy development, restructure the SSA 19 bond's and satisfy SSA 20's obligation of 1.2 million owed to the Village from SSA 20. Administrator Keller reported that staff is looking for direction with respect to the draft proposal.

Mr. Mertz discussed his proposed amendments to the existing Conversancy's impact and building fee schedule. Mr. Mertz reported in order to make the development competitive with the surrounding markets he needs impact and building fees reduced. Mr. Mertz is asking the Board to consider reducing the fees to mirror the impact fees associated with Gilberts Town Center.

Mr. Mertz noted that Gilberts Town Center's inventory is almost depleted. If he could produce a product at a marketable price point he anticipates generating sales of 50 units per year.

Administrator Keller discussed the table comparing the current Conservancy impact fees with Town Center impact fees. Administrator Keller noted that Town Center's park fee of $6,374 was 100% covered by land dedication. The Conservancy's Pod 4 would offers 3.5 acres of park credit. Administrator Keller noted that Ryland's total building fee cost is $1,200 per unit and the current fees for the Conservancy is $1,800 per unit.

Mr. Mertz commented on the Cascairo property commonly referred to as the horse farm. He reported that Neumann Homes had acquired the property and included the sale into a 75 million dollar mortgage. Mr. Mertz expressed the desire to acquire the property similar to the way they acquired the Nepperman property through a tax sale auction.

Trustee Mierisch referenced Attorney Tappendorf's September memo regarding park donations and wetland mitigation. Attorney Tappendorf stated at the time the memo was drafted they were reviewing the development globally.

However, if Mr. Mertz was only developing Pod 4 he would still have to comply with wetland mitigation regulations.

There was a discussion with respect to the school impact fees. President Zirk thought the proposed fee structure equally benefited District 158.

Administrator Keller discussed the cost associated with the water improvements. Administrator Keller reported that Baxter & Woodman has concluded that there is sufficient capacity in the Village's current potable water system to support Pod 4 lots without any immediate improvements. However, B&W anticipates the IEPA will require the Village to initiate a system expansion before allowing additional connections. B&W engineers proposed redesigning the required water system improvements at an estimated cost of $155,000 as they anticipate that current technologies and efficiencies can reduce the total construction cost of the system improvements to approximately $5 million.

Administrator Keller reported that staff recommends instituting a $5,000 per unit capital water connection fee, payable at the sale of the lots to the builder. With this fee, the Village secures a "fair share" commitment to the eventual water system improvements without requiring immediate construction or further security from GD or subsequent builders.

A lengthy discussion ensued with respect to who should be responsible for funding the water improvements.

There was some discussion with respect to Mr. Mertz's proposal to rebound SSA 19. GD proposes to refund the existing original SSA 19 bond of $15.0 million with a new $9.5 million bond issue. The current bondholders (including GD, who holds one-third of the bonds) would take a reduced amount from the new bond issue: no new money or debt would be generated by the new bond issue. The new bond issue would be paid off with the sale of each lot.

In addition, GD proposes to reimburse the Village for $1.2 million in costs secured by SSA 20 tax liens against the property now owned by GD and the Cascairo property. Though $115,559 of the SSA 20 tax liens on the two Nepperman/Neumann properties were extinguished by the tax auction this year, GD agrees to honor the full obligation. The Village's interest would be secured through a refunding agreement in connection with the SSA needed to support the new SSA 19 bond. In exchange, the Village would help GD secure Kane County's forgiveness of back taxes, interest and penalties on the SSA taxes that have gone unpaid.

Attorney Tappendorf reported if the Village Board was in favor of moving forward with the proposed refunding of SSA 19 she recommends hiring bond counsel. She has provided the Board Members with a proposal and scope of engagement from the firm Foley & Lardner LLP. Attorney Tappendorf suggested the Board Members consider retaining Foley & Lardner at the December 3rd Board meeting.

Staff Reports

Administrator Keller reported that he and President Zirk had met with Andy Schcolnik and Attorney Bazos to discuss their PUD application to Kane County for their Mason Road soccer facility. Together they discussed the Village's objections to expanding the allowable uses. Administrator Keller reported that Mr. Schcolnik was receptive to the Village's concerns. Mr. Schcolnik is focus on the County granting the facility a liquor license so they could serve alcohol and have a restaurant. Trustee Mierisch asked staff if Mr. Schcolnik or the Village notified the neighbors in close proximity to the facility of the petition. The Board acknowledged that Mr. Schcolnik has been a responsible business owner and the Police Department has only received one call this year. Administrator Keller reported that he will be attending the Kane County Zoning Board hearing in which the matter will be considered.

Village Clerk Meadows reminded the Board Members that the Northern Kane County Chambers' Citizens of the Year Award is scheduled for Wednesday, November 20th at 5:00 p.m.

Trustee Reports

Trustee Corbett commented on the process to have Kane County forgiveness with the SSA 20's back taxes, interest and penalties.

President's Report

President Zirk discussed Prairie Business Park's aggressive construction schedule. He questions what effect would the early completion have on the repayment on the TIF funds. Administrator Keller will research this matter and report back.

President Zirk reported that Interstate Partners is asking if the Village would consider eliminating on street parking in the Prairie Business Park. The Board expressed no concerns prohibiting on street parking in the industrial park.

President Zirk reported that during the last heavy rain event he did not notice any standing water. In his opinion the recent drainage improvements have been very successful. Trustee Hacker agreed. He noted that in Indian Trails the water table level have changed and decreased.

Adjournment

There being no further business to discuss**, a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to adjourn from the public meeting at 9:00 p.m.** Roll call: Vote: 6-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

DRAFT 12/03/2013

VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRUS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
	42,563.64	**19,028.75**	**2,373.75**	**-**	**-**	**21,161.14**	**-**
ASPEN VALLEY LANDSCAPE,INC.	22.00	22.00					
B&F CONSTRUCTION CODE SVC, INC	660.00	660.00					
B&G SERVICES INC.	962.50	962.50					
BAXTER & WOODMAN, INC.	16,904.27	5,818.57	2,373.75			8,711.95	
CANON FINANCIAL SERVICES, INC.	360.00	250.00				110.00	
COMMONWEALTH EDISON	398.15	398.15					
CONSTELLATION NEWENERGY, INC.	6,730.20					6,730.20	
COLLEGE OF DUPAGE	275.00	275.00					
WRIGHT EXPRESS FSC	1,314.00	932.18				381.82	
GALLS INC.	79.46	79.46					
GILBERTS POLICE PENSION FUND	590.06	590.06					
LAUTERBACH & AMEN, LLP	640.00	640.00					
MACCARB, INC.	348.32	348.32					
MCHENRY ANALYTICAL WATER	588.00					588.00	
MENARDS - ELGIN	195.72	104.47				91.25	
MIDWEST ROOFERS	160.00	160.00					
MORTON SALT, INC	2,709.81					2,709.81	
DUNDEE NAPA AUTO PARTS	34.33	34.33					
NEXUS OFFICE SYSTEMS, INC.	30.60	30.60					
NIPSTA	200.00	200.00					
FERGUSON WATERWORKS #2516	885.53					885.53	
POMP'S TIRE SERVICE, INC.	1,627.38	1,627.38					
RAY O'HERRONS	134.99	134.99					
SUBURBAN LABORATORIES	250.00					250.00	
DAVID TAUSSIG & ASSOCIATES	2,250.00	2,250.00					
THIRD MILLENNIUM ASSOCIATES	607.79					607.79	
UNION NATIONAL BANK OF ELGIN	3,510.74	3,510.74					
COMMONWEALTH EDISON-WATER	94.79					94.79	

DRAFT 12/03/2013

VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRUS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL

VILLAGE OF GILBERTS 2014 MEETING CALENDAR

Meeting	Time	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Village Board of Trustees	7:00 PM	7 & 21	4 & 18	4 &18	1 & 15	6 & 20	3 & 17	1 & 15	5 & 19	2 & 16	7 & 21	4 & 18	2 & 16
Committee of the Whole	7:00 PM	14	11	11	8	13	10	8	12	9	14	11	9
Police Pension Fund Board	6:00 PM		5			14			6			5	
Police Commission	6:00 PM	**On An As Needed Basis**											
Zoning Board of Appeals	7:00 PM	**On An As Needed Basis**											

Note: Meetings that fall on a holiday will be rescheduled to an appropriate date.

Special Meetings are noticed at least 48 hours prior to the meeting.

Proclamation 03-2013

NATIONAL DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH DECEMBER 2013

WHEREAS, motor vehicle crashes killed 956 people in Illinois during 2012; and

WHEREAS, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

WHEREAS, for thousands of families across the state and the nation, holidays are a time to remember loved ones lost; and

WHEREAS, organizations across the state and the nation are joined with the Drive Sober or Get Pulled Over and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and

WHEREAS, the Village of Gilberts is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in that effort to make our roads and streets safer;

NOW THEREFORE, I, Rick Zirk, Village President do hereby proclaim December 2013 as Drunk and Drugged Driving (3D) Prevention Month in the Village of Gilberts and do herby call upon all citizens, government, agencies, business leaders, hospitals and health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence or impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

Signed and sealed this _____ day of December, 2013 in Gilberts, Illinois.

_____

Rick Zirk, Village President

_____

Debra Meadows, Village Clerk

Resolution No. 29 - 2013R

RESOLUTION
VILLAGE OF GILBERTS
APPROVE EXECUTIVE SESSION MEETING MINUTES

WHEREAS, the Village Board of the Village of Gilberts, has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to 5 ILCS 120/2.06, the Village Board recently conducted its quarterly review of executive session meeting minutes and has determined that certain executive session minutes should be released to the public; and

WHEREAS, the Village Board has determined that the executive session minutes not yet released should remain confidential, subject to further review and determination as to their appropriateness for release at a future date.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES, OF THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1:

The Village Board has determined that the following approved executive session meeting minutes should now be released to the public:

RELEASED TO PUBLIC
June 4, 2013
August 20, 2013

Section 2:

The Village Board has determined that the following approved executive session minutes should remain confidential at this time, subject to further review and determination as to their appropriateness for release at a future date:

REMAIN CONFIDENTIAL
December 11, 2001
December 17, 2001
January 22, 2002
February 17, 2004
December 21, 2004
November 14, 2006
December 12, 2006
June 23, 2009 (Part 2)
July 14, 2009 (Part 2)
July 28, 2009
September 1, 2009
May 18, 2010

Section 3:

The Village Board hereby initially approves the following executive session minutes, which minutes will be scheduled for future review and determination as to whether to release to the public or keep confidential. Until such review, these meeting minutes shall remain confidential.

INITIAL APPROVAL – REMAIN CONFIDENTIAL
September 03, 2013
September 10, 2013

Section 4:

This Resolution shall take full force and effect upon its passage and approval as provided by law.

Passed this _____ day of _____, 2013 by a roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee David LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

_____
Rick Zirk
Village President

(SEAL)

ATTEST:

_____
Debra Meadows
Village Clerk

VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER 24-2013

An Ordinance Amending the Village of Gilberts' Code Title 6 "Motor, Vehicles & Traffic

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF GILBERTS
KANE COUNTY
STATE OF ILLINOIS

December___ 2013

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois this __ day of December, 2013.

_____

Ordinance No.24-2013

AN ORDINANCE AMENDING THE VILLAGE OF GILBERTS' CODE TITLE 6 "MOTOR VEHICLES & TRAFFIC"

WHEREAS, from time to time the Village Board of Trustees of the Village of Gilberts reviews its Ordinances to determine if they are up to date to meet the changing conditions in the Village; and

WHEREAS, the Village Board of Trustees of the Village have determined that it is in the best interest of the welfare and safety of its citizens to amend the Village Code Title 6 "Motor Vehicles & Traffic," Section 6-4-4 "No Parking On Specific Streets," by the streets in the Prairie Business Park; and

WHEREAS, the President and Board of Trustees have determined that this Ordinance would serve and be in the best interest of the Village of Gilberts; and

THEREFORE, BE IT ORDAINED 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 Ordinance as though set forth in this Section 1.

Section 2. Amendment. Title 6 entitled "Motor Vehicles & Traffic", Section 6-4-4 "No Parking On Specific Streets" is hereby amended to add the following language (additions are identified as underlined):

Street	Side	Location
Prairie Business Park Subdivision Prairie Parkway Trillium Drive Larkspur Drive Sola Drive Riemer Way Phoenix Road Arrowhead Drive		

Section 3. 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 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its approval in the manner provided by law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this _____ day of _____, 2013.

	Ayes	Nays	Absent	Abstain
Trustee David LeClercq	____	____	____	____
Trustee Dan Corbett	____	____	____	____
Trustee Louis Hacker	____	____	____	____
Trustee Nancy Farrell	____	____	____	____
Trustee Patricia Mierisch	____	____	____	____
Trustee Guy Zambetti	____	____	____	____
President Rick Zirk	____	____	____	____

APPROVED this _____ day of _____, 2013

(SEAL)

_____
Village President Rick Zirk

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

Resolution No. 30-2013

RESOLUTION

VILLAGE OF GILBERTS

Resolution authorizing a Settlement Agreement between The Village of Gilberts and David Taussig & Associates Inc.

Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a Settlement Agreement between the Village and David Taussig & Associates Inc. as are necessary and convenient to effectuate the settlement agreement as here by attached hereto and made a part hereof as Exhibit A as approved.

Section 2:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this _____ day of _____, 2013 by a roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee David LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2013

_____
Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

MUTUAL RELEASE AND PAYMENT AGREEMENT

THIS MUTUAL RELEASE AND PAYMENT AGREEMENT ("Agreement") is made on and as of the ____ day of December, 2013, by and between DAVID TAUSSIG & ASSOCIATES, INC., 5000 Birch Street, Suite 6000, Newport Beach, CA 92660 ("TAUSSIG"), and THE VILLAGE OF GILBERTS, 87 Galligan Road, Gilberts, IL 60136 ("GILBERTS") (also referred to herein as "the Parties").

Recitals

A. TAUSSIG provided tax consulting and administrative services for Special Service Area No. 19 in GILBERTS pursuant to a contract. Invoices for these services were submitted on a quarterly basis to be paid out of the administrative fund of Special Service Area No. 19.

B. Special Service Area No. 19 taxes were never paid by the property owners of Conservancy Project and therefore no monies were available to replenish the administrative account after the initial amounts were depleted.

C. TAUSSIG and GILBERTS agree that invoices are currently unpaid and total $49,592.58.

D. TAUSSIG and GILBERTS have mutually agreed to release each other of the invoices as of November 30, 2013, relating to Special Service Area No. 19 upon the terms and conditions set forth below. This Agreement is specifically limited to the invoices relating to Special Service Area No. 19.

Agreement

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The Recitals to this Agreement are hereby incorporated herein as terms and conditions of this Agreement.

2. **Terms of Payment.** In consideration for the mutual releases, promises, covenants, terms and conditions contained herein and exchange between TAUSSIG and GILBERTS, GILBERTS will pay TAUSSIG $24,796.29 representing fifty percent (50%) of the outstanding amount due to TAUSSIG and the remaining balance of the all invoices through November 30, 2013 shall be waived by TAUSSIG.

3. **Mutual General Releases.**

   A. TAUSSIG and GILBERTS hereby fully and forever remise, release and forever discharge each other of the invoices for SSA No. 19 due and owing as of November 30, 2013.

B. TAUSSIG and GILBERTS understand and acknowledge that their foregoing Releases, not to be interpreted liberally to affect maximum protection to the Parties.

4. **Representations of the Parties.** The Parties represent and warrant to each other that this Agreement constitutes their legal, valid and binding obligation;

5. **Full Knowledge.** The Parties hereby represent and warrant to each other that they have read all provisions and sections of this Agreement and that they expressly acknowledge that they have entered into this Agreement of their own free choice and intend to be bound by its provisions.

6. **Miscellaneous.** This Agreement and all provisions hereof, including all representations, promises, agreements and warranties, are contractual and not a mere recital and shall survive the execution hereof and shall continue in full force and effect after the execution of this Agreement. This Agreement shall be and is properly executed by the authorized agent of each of the parties hereto. Each signatory hereto warrants and represents to the others that each is authorized to execute this Agreement.

7. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective predecessors, successors, assigns, agents and other representatives.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9. **Forum Selection.** The Parties agree that the Circuit Court of Kane County, St. Charles, Illinois, is the agreed jurisdiction, forum and venue to enforce the terms of this Agreement.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and may not be altered or amended except by a writing signed by all of the parties hereto. This Agreement supersedes any and all other representations, discussions, and agreements, whether oral or in writing, by and between any of the Parties hereto.

11. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed original but all of which constitutes one and the same instrument.

12. **Severability.** If any clause, phrase, provision or portion of this Agreement or the application thereof to any person, party or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons, parties or circumstances.

13. **Headings.** The headings used for the Paragraphs of this Agreement are for convenience only and do not themselves constitute further agreements.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on and as of the day and year first written above.

DAVID TAUSSIG & ASSOCIATES INC.

By:_____
Name: _____
Title:_____

ATTEST: _____

VILLAGE OF GILBERTS, ILLINOIS

By:_____
Name: Rick Zirk,
Title: President Board of Trustees

ATTEST: _____

FOLEY
FOLEY & LARDNER LLP

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WRITER'S DIRECT LINE
312.832.4533
lbilas@foley.com EMAIL

November 13, 2013

VIA E-MAIL AND U.S. MAIL

Julie A. Tappendorf, Esq.
Ancel, Glink, Diamond, Bush, DiCianni &
Krafthefer, P.C.
140 South Dearborn Street, 6th Floor
Chicago, Illinois 60603

Re: Village of Gilberts, Illinois,
Special Service Area Bonds

Dear Julie:

1. Scope of Engagement

We understand that our firm has been asked to serve as bond counsel to the Village of Gilberts (the "Village") in connection with the issuance of a single series of special service area bonds to refinance and restructure the outstanding Special Service Area Number 19 Bonds of the Village (the "Matter"). This Engagement Letter Agreement (the "Agreement") confirms the terms of our representation as bond counsel and the services which we are to undertake with respect to the Matter. Such services would include preparation of the proposing ordinance, establishing ordinance, and the Bond Ordinance for the refunding bonds, preparation of closing certificates and the Tax Agreement, legal proceedings incident to the issuance of the Bonds, oversight and coordination of the issuance of the Bonds, and rendering an approving opinion with respect to the validity of the Bonds and the tax-exempt status of interest on the Bonds (the "Bond Opinion"). The Bond Opinion will be based on facts and law existing as of its date. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result. We would also prepare the ordinance dissolving SSA 19 and 20.

The scope of the engagement of the Matter will include providing Federal income tax advice to the Village. The Firm has established policies and procedures intended to ensure compliance with United States Department of the Treasury Circular 230, which governs standards of practice before the Internal Revenue Service. In that light, we wish to emphasize that the Firm is engaged to provide only legal services and that (1) the Firm is not engaged to verify facts, and attorneys of the Firm will not undertake to verify facts in the course of representation; (2) the Firm is not engaged to verify the accuracy of financial analysis, financial projections, or similar reports, and is not engaged to render any opinions regarding the accuracy of such reports; (3) the Firm is not engaged as experts in valuation, and is not engaged to render opinions concerning valuation matters; and (4) the Firm is not engaged as experts in engineering or similar disciplines, and is not engaged to render opinions relating to such matters. Although

Circular 230 generally contemplates that attorneys must not rely upon unreasonable factual representations and assumptions in providing Federal tax advice, the Firm does not purport to have special expertise in non-legal disciplines to evaluate the reasonableness of any such factual representations or assumptions.

It is reasonably expected that under the terms of our engagement the Firm will render a written opinion relating to the federal tax status of interest on the Bonds. We understand that the Village agrees to the limited scope of this Federal tax opinion and agrees that the opinion cannot be used for the purpose of avoiding penalties that may be imposed on the Village with respect to Federal tax issues not addressed in the opinion.

2. Staffing

I will have primary responsibility for the Matter, but will utilize other Firm attorneys and paraprofessionals when that is appropriate and cost effective. We will keep you informed of our progress, and will utilize our best efforts to respond to you and the Village as promptly as possible. In return, you and the Village agree to keep us informed of any developments that affect the Matter as soon as you become aware of them, and to be available when we need to consult with the Village.

3. Fees and Billing

Except as provided below, we estimate our fee for services as bond counsel for the Matter will be $75,000. Factors such as the contribution of other parties, the time required to complete the financing, the nature of the state law and federal tax law questions involved, the manner in which the bonds are sold and the complexity of any additional security and business covenants could affect our fee. In the event that we encounter presently unforeseen complexities requiring substantial additional work on our part, we would discuss the fee arrangement with you. In addition to our fee, we will bill separately for all out-of-pocket expenses, such as photocopying, binding, preparation of transcripts and courier services. Such amounts generally range between $250 and $500 for such transactions. Our fees and expenses are customarily invoiced and paid from bond proceeds upon closing. However, we understand that it is the Village's and developer's preference that our fees be paid from amounts available in the Administrative Fund created under the SSA 19 bond documents, and to the extent insufficient, from amounts to be paid by the developer. We generally do not submit any statement for fees prior to the issuance of the Bonds, except in instances where there is a substantial delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. In the event the financing fails to close for any reason, we would look to the Village for payment from the Administrative Fund and, to the extent insufficient, to the developer, Troy Mertz, for payment of our actual time charges based on our published hourly rates and expenses to date.

4. Limitations of Liability

Foley & Lardner LLP is a limited liability partnership under the laws of Wisconsin. This means the Village's right to recover damages in a legal malpractice action that may exceed our insurance and firm assets is limited to the personal assets of the lawyers whose acts or omissions gave rise to the Village's claim.

5. Conflicts of Interest

We have checked our records based on the information the Village has provided to us at this time. Our search also included the names of business entities, if any, about which you have informed us of an affiliation that could give rise to significant concerns if we should be involved in matters for other clients directly adverse to such business entities. We have determined that there is no conflict of interest that prevents us from working on the Matter.

This Agreement creates an attorney/client relationship only between the Firm and the Village. Therefore, the Village agrees that this engagement does not create an attorney/client relationship between the Firm and any business entities with which the Village is affiliated unless subject to a separate engagement Agreement. The Village will not provide the Firm with any confidential information about any of its other subsidiaries or affiliates, and the Firm will not provide services to the Village's subsidiaries or affiliates unless the Firm represents such subsidiary or affiliate. The Village agrees that our representation of the Village will not create any conflicts of interest in the event that other clients of the Firm are adverse to a subsidiary or affiliate of the Village (unless that subsidiary or affiliate also is represented by the Firm).

6. Advance Waiver of Conflict

a. The Village agrees that the Firm may represent current or new clients in work directly adverse to the Village, provided such work is not substantially related to the Matter and the Firm does not use any of the Village's confidential information in representing such clients. This consent does not include our being trial counsel in litigation adverse to the Village. In addition, the Village agrees that, even though the Firm represents the Village in this Matter, the Firm may represent in the future other parties who are adversely involved in the Matter, or who may later become involved in the Matter, as long as that representation of other parties is substantially unrelated to the Matter. By way of examples only, and assuming such representations are not substantially related to the Matter, we may represent one or more parties in bankruptcy cases that may have interests adverse to the Village, we may represent clients with regard to intellectual property rights that may be adverse to those of the Village, or we may represent clients in contract or other business disputes adverse to the Village. The Firm agrees that it will not use any of the Village's confidential information in representing such other clients and, when needed, we will establish an ethical wall to assure that confidential information is not exchanged between those working on the Matter and those working for such other clients.

b. Due to the national scope of our Firm's practice, we request the Village's consent to our representation of current or prospective clients in connection with the Matter or bankruptcy or insolvency proceedings that the Village may have an interest in, including, but not limited to, our representation of official committees authorized under the Bankruptcy Code, debtor-in-possession lenders, Chapter 7 or Chapter 11 trustees appointed under the Bankruptcy Code, examiners, post-petition asset purchasers, the debtor, pre-petition lenders, bondholders, and indenture trustees, secured creditors, landlords, bondholders and unsecured creditors. Some of these clients may or will have interests that are materially adverse to the Village. The exception to this consent is that we will not represent another client in direct adverse litigation against the Village in or arising from the Matter. Actions or motions against a group in which the Village is a member, or against such group's agents, trustees, representatives, or committees, are, however, expressly included in the broad consent granted hereby. If our representation of any of the current or potential clients set forth in this Agreement creates an unwaivable conflict under bankruptcy or ethical rules, we reserve the right to withdraw (and the Village hereby consents to such withdrawal) as the Village's counsel.

c. Our Firm policy requires that any advance waiver of future conflicts be in writing, and by signing and returning a copy of this Agreement, the Village agrees to this advance waiver.

7. Termination of Representation

Either of us may terminate this Agreement at any time for any reason by written notice. Our firm is subject to applicable rules of professional conduct when terminating a client engagement. If we terminate the engagement, our firm will take all reasonable and practical steps to protect the Village's interests in the Matter and, at its request, suggest possible new counsel. We will provide new counsel with any papers the Village has given us.

Unless previously terminated, our representation of the Village in the Matter will end when we send our final statement of fees. After the Matter ends, there might be changes in laws or regulations that could affect the Village's future rights and liabilities, but our firm does not have an obligation to continue to advise the Village about future legal developments, unless the Village engages us to do so.

8. Disposition of Files and Records

a. Following the conclusion of the Matter, we will maintain the confidentiality of any of the Village's confidential information provided us in accordance with applicable rules of professional conduct. Any documents provided by the Village, or provided by a third party, will be returned to the Village unless the Village authorizes destruction of them.

b. We will retain our own files pertaining to the Matter, including material prepared by or for the internal use of our attorneys. These include the Firm's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, internal attorneys' work product (such as drafts, notes, internal memoranda and legal and factual research), written and electronic communications, pleadings, and investigative reports. The Firm has internal policies that determine the retention periods for closed representation files. Therefore, if the Village does not request return of this file material, the Firm reserves the right to destroy it at the end of the defined retention period. Upon the Village's reasonable request, the Firm will provide such portions of these file materials to the Village as required by the applicable rules of professional responsibility or other legal requirements. Unless applicable rules of professional responsibility require an earlier return, we may retain such file material pending receipt of payment of any outstanding fees or costs.

9. Communication

a. We often send to our clients information about the Firm or legal matters we think might be of interest to them. The Village agrees that we may send the Village this material, either by electronic mail or other means. The Village also agrees that we may communicate with the Village about this Matter by electronic mail on an unencrypted basis.

b. Either at the beginning or during representation, we might express opinions or beliefs concerning the Matter and the results that might be anticipated. Any such statement made by us is an expression of opinion only and is not a promise or guarantee of results.

c. The Village agrees that the Firm may list the Village on publicly disclosed lists and other materials as a client that the Firm represents.

10. Arbitration

Any dispute over fees and/or costs (a "Dispute") will be submitted to and settled exclusively by binding arbitration, in accordance with the provisions of this section, subject only to any applicable requirement of law that the parties engage in a preliminary non-binding mediation or arbitration regarding fee disputes. Binding arbitration shall be conducted in accordance with the Judicial Arbitration and Mediation Service Streamlined Rules & Procedures (the "JAMS Rules"). Arbitration shall be held in the county of Cook County, before an arbitrator selected pursuant to the JAMS Rules who will have no personal or pecuniary interest, either directly or indirectly, from any business or family relationship with either of the parties. All decisions of the arbitrator will be final, binding, and conclusive on the parties.

The parties will equally share the costs of the arbitrator and the arbitration fee (if any). Each party will bear that party's own attorneys' fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration hereunder, regardless of any rule to the contrary in the applicable arbitration rules. Either party may seek confirmation of the arbitration award in the Don't know, and each party hereby consents to the exclusive jurisdiction and venue of the Don't know in any claim or action arising hereunder. By signing this Agreement containing this provision, the Village agrees to waive any and all rights to a jury trial regarding any Dispute.

Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

Please confirm your approval of this Agreement by signing and returning the enclosed duplicate copy in the envelope provided. If you have any questions, or if this Agreement does not accurately set forth our arrangement, please let me know.

We look forward to working with you on this matter. Please feel free to call if you have any questions.

Very truly yours,

Laura L. Bilas

Accepted as of the date written above.

VILLAGE OF GILBERTS, ILLINOIS

By:_____

Bcc: Loss Prevention