

**VILLAGE OF GILBERTS
SPECIAL BOARD MEETING
MEETING AGENDA
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
February 20, 2014
AGENDA
5:00 P.M.**

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 the February 4, 2014 Village Board Meeting Minutes
- B. A Motion to approve the February 11, 2014 Special Village Board Meeting Minutes
- C. A Motion to approve January 2014 Treasurer's Report
- D. A Motion to approve Bills & Salaries dated February 20, 2014
- E. A Motion to approve Resolution 04-2014, a Resolution authorizing an agreement between the Village of Gilberts and Cemcon Ltd. To provide professional engineering services for Gilberts Town Center Regional Park
- F. A Motion to approve Resolution 05-2014, a Resolution authorizing an agreement between the Village of Gilberts and Signature Design Group to provide professional services for the design of Gilberts Town Center Regional Park

5. ITEMS FOR APPROVAL

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 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.

11. ADJOURNMENT

"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 847/428-2861."

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 08-14

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator 

DATE: February 14, 2014

RE: Special Village Board Meeting – February 20, 2014

The following summary discusses the agenda items for the Special Village Board meeting scheduled for February 20, 2014:

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 February 4, 2014 Village Board Meeting

Staff recommend approval of the minutes, which were reviewed at the February 11 meeting. Please contact Village Clerk Debra Meadows prior to the meeting if you have any questions or corrections.

B. Motion to approve Minutes from the February 11, 2014 Special Board Meeting

Please review the enclosed minutes from the February 11 meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions. Staff recommend approval.

C. Motion to approve the January 2014 Treasurer's Report

Staff recommend approval of the January 2014 Treasurer's Report, which was reviewed at the February 11 meeting. Please contact me or Finance Director Marlene Blocker prior to the meeting if you have any questions or need another copy of the report.

D. Motion to approve Bills & Salaries dated February 20, 2014

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.

E. Motion to approve Resolution 04-2014, a Resolution authorizing an agreement between the Village of Gilberts and Cemcon Ltd. To provide professional engineering services for Gilberts Town Center Regional Park

Staff recommend approval of Cemcon's scope of engineering services for building out the Gilberts Town Center park site. Cemcon will primarily focus their time on the final engineering plan to support the final design to be prepared by Signature Design Group. The agreement includes preparing a new topographic survey to make sure that everyone is working from the correct grading assumptions. They will also be required to coordinate with our consultants from Phoenix and Associates and Baxter & Woodman to ensure that the stormwater management elements will work to everyone's satisfaction. The services outlined in the agreement are estimated to cost \$25,400, which would be paid from Municipal Impact Fees as an initial element of the Town Center Park buildout project.

The agreement was reviewed and added to the consent agenda at the February 11 board meeting. Please contact me with any questions.

F. Motion to approve Resolution 05-2014, a Resolution authorizing an agreement between the Village of Gilberts and Signature Design Group to provide professional services for the design of Gilberts Town Center Regional Park

Staff recommend approval of Signature Design Group's scope of services for the final layout and design for the Gilberts Town Center Park. Signature will prepare the final design and construction details for the park elements including the baseball field, the concession/restroom building and the splash park. They will integrate the grading information provided by Cemcon into their final plan, while providing the specifications for the ball field, etc. to be reflected in Cemcon's stormwater management plan. As with Cemcon, they will be required to coordinate with our consultants from Phoenix and Associates and Baxter & Woodman to ensure that the site will work to everyone's satisfaction. The services outlined in the agreement total \$19,720, which would be paid from Municipal Impact Fees as an initial element of the Town Center Park buildout project.

The agreement was reviewed and added to the consent agenda at the February 11 board meeting. Please contact me with any questions.

5. ITEMS FOR APPROVAL

There are no other items for approval, except any removed from the Consent Agenda.

6. ITEMS FOR DISCUSSION

Please contact me or Village President Rick Zirk about any discussion topics to be added to the agenda for this or a future meeting.

7. STAFF REPORTS

Staff will provide any updates at the meeting.

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

Staff request entering into an executive session to discuss personnel with no business to follow.

11. ADJOURNMENT

**Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Village Board
Meeting Minutes
February 4, 2014**

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 and President Zirk. 1-absent: Trustee Hacker. Others present: Administrator Keller, Attorney Tappendorf, Finance Director Blocker, Assistant Administrator Beith and Clerk Meadows. For members of the audience please see the attached list.

Public Comment

President Zirk asked if anyone in the audience wished to address the Board Members. Resident Richard Butts who resides at 170 Charleston Lane addressed the Board. He articulated his concerns with a neighbor who is not removing the snow from the sidewalk adjacent to his property. Resident Butts questioned if the Village had an Ordinance on the books that requires property owners to remove ice and snow from the sidewalks directly adjacent to their property. Staff replied they would need to review the code and report back.

Resident Butts questioned Public Works' reasoning for mounding snow piles at the corners where bus stops are located. He suggested that Public Works may want to consider contacting District 300's Department of Transportation to receive a list of bus stop locations and avoid mounding snow at those locations. Administrator Keller replied that Public Works pushes the snow back at the corners to improve motorist visibility. Staff will contact District 300 to request the locations of the Gilberts' school bus stops.

Resident Butts continued to express a final concern with a resident continuously parking his vehicle in his driveway and blocking the public sidewalk. Administrator Keller was confident that this action was a violation of the Village Code. President Zirk noted that in situations similar to this parking violation a simple knock on the door by an officer informing the resident of the code violation resolves the situation without issuing a citation.

Consent Agenda

- A. A Motion to approve Minutes from the January 21, 2014, Village Board Meeting**
- B. A Motion to approve Bills and Salaries dated February 4, 2014 as follows: General Fund \$25,500.87, Developer Donations \$1,000.00, Permit Pass Thrus \$6,562.59, Performance Bonds and Escrows \$5,581.35, Water Fund \$19,331.67, Payroll \$65,649.79**

President Zirk inquired if any of the Board Members wished to remove any item from the consent agenda for separate consideration. There were no comments from the Board Members. There being no further discussion on the motion, **a Motion was made by Trustee LeClercq and seconded by Trustee Zambetti to approve the Consent Agenda items A-B as presented. Roll call: Vote: 5-ayes: Trustees Corbett, Mierisch, LeClercq, Zambetti and Farrell.** 0-nays, 0-abstained. Motion carried.

Items for Approval

A Motion to approve Ordinance 03-2014, an Ordinance amending the Village Code Title 8 “Water and Wastewater” Chapter 5 “Public Waterworks System”

Administrator Keller reported that staff was provided direction on amending the Village Code with respect to clarifying the penalties for water users who do not comply with the Village’s meter replacement process at both the December 10th and January 14th Committee of the Whole meetings. Staff has since drafted an Ordinance to reflect the Board’s direction. The code amendment allows for a possible citation with a fine (ranging from \$75.00 to \$750.00) and/or a notice to appear in court. The code amendment also enacts the Village’s authority to shut off the water supply after providing a written notice to the resident for noncompliance with the water meter process. In addition, the Ordinance satisfies the due process requirements by providing an appeal process for the water account holder.

President Zirk stated he would entertain a motion to approve Ordinance 03-2014. **A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Ordinance 03-2014, an Ordinance amending the Village Code Title 8 “Water and Wastewater” Chapter 5 “Public Waterworks System”.** Roll call: Vote: 5-ayes: Trustees Mierisch, LeClercq, Zambetti, Farrell and Corbett. 0-nays, 0-abstained. Motion carried.

A Motion to approve Ordinance 04-2014, an Ordinance reevaluating and modifying certain donations, impact fees, and contributions required for development of a portion of the development known as “The Conservancy”

President Zirk inquired if the Ordinance under consideration was proposing to revise the impact fee schedule for the property which has now been acquired by Gilberts Development LLC, represented by Mr. Troy Mertz.

Attorney Tappendorf replied yes. The legal descriptions contained in the draft Ordinance are the properties that had been recently acquired by Mr. Mertz. The Ordinance does not include revising the impact fee schedule for what is commonly referred to as the Schreiner or Cascairo properties.

Trustee Farrell noted that it appears the Ordinance is silent on the repayment of the 1.2 million dollars to the Village. Attorney Tappendorf reported that staff is currently working with Mr. Mertz in drafting an additional assignment agreement to address the repayment of the 1.2 million dollars due to the Village. Mr. Mertz acknowledged that his legal team along with staff is in the process of drafting an assignment agreement which would address the repayment of the 1.2 million dollars owed to the Village. A lengthy discussion ensued with respect to language and methodology of assignment agreement.

The Board Members concurred approval of Ordinance 04-2014 should be contingent upon approval and execution of an assignment agreement or an equal security in which the Village recovers in whole the 1.2 million dollars of indebtedness. Mr. Mertz had no objection to the approval of Ordinance 04-2014 being contingent upon execution of an assignment agreement or an equal security in which the Village recovers in whole the 1.2 million dollars.

There being no further discussion on the motion, **a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Ordinance 04-2014, an Ordinance reevaluating and modifying certain donations, impact fees, and contributions required for development of a portion of the development known as "The Conservancy" contingent upon approval and execution of an assignment agreement or an equal security to repay 1.2 million dollars to the Village of Gilberts in whole.** Roll call: Vote: 5-ayes: Trustees LeClercq, Zambetti, Farrell, Corbett and Mierisch. 0-nays, 0-abstained. Motion carried.

A Motion to amend Resolution 18-2013, a Resolution authorizing an Intergovernmental Agreement between the Village of Gilberts and Illinois State Toll Highway Authority for Stormwater Detention Credits

Administrator Keller reported that the Board previously approved Resolution 18-2013, which authorized an intergovernmental agreement with the Illinois Tollway Authority for the purchase of 13.71 acre-feet of detention credits of their I-90 expansion project. The Tollway has since revised their storm water calculations and determined that they need only 8.0 credits, instead of the 13.71 originally requested.

Administrator Keller reported the purchase price of each credit is \$60,000 so the Tollway will pay the Village \$480,000. Trustee Corbett questioned the language contained in the agreement referencing that the Village shall manage, monitor and maintain the storm water detention storage facility. Attorney Tappendorf noted that the monitoring and maintenance of the Village's storm water detention storage facilities was incorporated into Phoenix & Associates Stormwater Licensing agreement which names Phoenix & Associates as the responsible licensee to maintain the storm water detention storage facility.

There being no further discussion on the motion, **A Motion was made by Trustee LeClercq and seconded by Trustee Mierisch to amend Resolution 18-2013, a Resolution authorizing an Intergovernmental Agreement between the Village and Illinois State Toll Highway Authority for Stormwater Detention Credits.** Roll call: Vote: 5-ayes: Trustees Zambetti, Farrell, Corbett, Mierisch and LeClercq. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 04-2014, a Resolution authorizing an agreement between the Village of Gilberts and Phoenix and Associates to purchase Stormwater Detention Credits

Administrator Keller reported that the 2010 license agreement called for an administrative fee of \$5,000 per credit to be paid to the Village, which would generate \$40,000 for the Village through the Tollway credit purchase. Administrator Keller noted that around the time that the Tollway first expressed an interest in entering into an intergovernmental agreement with the Village to purchase detention credits Phoenix & Associates completed several storm water improvements in the Dunhill Estates and Indian Trails subdivisions that were requested by the Village. Phoenix & Associates proposed using the administrative fee proceeds to cover the work performed. However, the Tollway's approval of the IGA was delayed; Phoenix completed the improvements in the anticipation of the eventual approval of the IGA. The agreement under consideration reflects this arrangement and waives the Village's administrative fee and memorializes the work completed by Phoenix in lieu of paying the fees. Administrator Keller reported staff recommends approval.

There being no further discussion on the motion, **a Motion was made by Trustee Farrell and seconded by Trustee Zambetti to approve Resolution 04-2014, a Resolution authorizing an agreement between the Village of Gilberts and Phoenix and Associates to purchase Stormwater Detention Credits.** Roll call: Vote: 5-ayes: Trustees Farrell, Corbett, Mierisch, LeClercq and Zambetti. 0-nays, 0-abstained. Motion carried.

A Motion to approve an engagement agreement with William Blair & Company, L.L.C. to serve as underwriter and provide certain advisory and investment banking services

Attorney Tappendorf discussed the proposed William Blair engagement agreement. Attorney Tappendorf reported that the engagement agreement provides for underwriting services for the refunding the SSA No. 19 bonds in favor of restructuring the debt which would be secured by a new bond issue through the proposed SSA No. 24.

Attorney Tappendorf noted that a new Federal Law applicable to the Rules of Professional Conduct mandates underwrites are engaged before they can provide any financial advice to a municipality.

President Zirk asked if there were any questions on the motion. **There being no further discussion, a Motion was made by Trustee LeClercq and seconded by Trustee Zambetti to approve an engagement agreement with William Blair & Company, L.L. C. to serve as underwriter and provide certain advisory and investment banking services.** Roll call: Vote: 5-ayes: Corbett, Mierisch, LeClercq, Zambetti and Farrell. 0-nays, 0-abstained. Motion carried.

Items for Discussion

There were no discussion items.

Staff Reports

Administrator Keller requested the Board enter into an Executive Session to discuss pending litigation, personnel, collective negotiating matters, and to review executive session minutes.

Finance Director Blocker commented on the water meter program and the new reports that can now be generated.

Clerk Meadows reported that Union Bank informed her that the Village credit card had been comprised. Union Bank will immediately cancel the current card and reissue.

Board of Trustee Reports

The Board of Trustees collectively had no reports.

President's Report

President Zirk reported that all three Kane County Board District Representatives support the Village's desire to enter into an Intergovernmental Agreement with Kane County, Intra Soccer, L.L.C. and the Village. Administrator Keller reported that the owner of the Intra Soccer facility, Mr. Scholnik understands the need for an agreement and has no issues with the Village's desire to recover any cost incurred for Police services.

Executive Session

A Motion was made by Trustee LeClercq and seconded by Trustee Corbett to close a portion of the meeting, 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 with no business to follow. Roll call: Vote: 5-ayes: Trustee Mierisch, LeClercq, Zambetti, Farrell and Corbett. 0-nays, 0-abstained. Motion carried.

The Board Members along with Administrator Keller, Attorney, Tappendorf, Assistant Administrator Beith, Finance Director Blocker, and Village Clerk Meadows entered into Executive Session at 7:37 p.m. and returned to the public meeting at 8:02 p.m.

Reconvened

The Board Members reconvened the meeting at 8:03 p.m.

Roll Call/Establish Quorum

Village Clerk Meadows called the roll. Members present: Trustees Corbett, Mierisch, LeClercq, Zambetti, Farrell and President Zirk. Others present: Administrator Keller, Attorney Tappendorf, Assistant Administrator Beith, Finance Director Blocker, and Village Clerk Meadows.

Adjournment

There being no further public business to discuss, a Motion was made by Trustee Farrell and seconded by Trustee Zambetti to adjourn from the public meeting at 8:06 p.m. Roll call: Vote: 5-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

**Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Special Village Board Meeting
Meeting Minutes
February 11, 2014**

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. Members present: Trustees Corbett, Mierisch, LeClercq, Zambetti, Farrell and President Zirk. 1-absent: Trustee Hacker. Others present: Administrator Keller, Finance Director Blocker, Assistant Administrator Beith and Village Clerk Meadows. For members of the audience please see the attached list. President Zirk announced there were enough Trustees present to establish a quorum.

Presentations

AID-Show You Care Kane

Ms. Lynn O'Shea, President of AID thanked the Board Members for allowing her to speak briefly at their meeting. President O'Shea commented on who is defined as being developmentally disabled. She reported that developmental disabilities include mental retardation, intellectual disabilities, cerebral palsy, Down Syndrome, autism and muscular dystrophy.

President O'Shea reported that there are tens of thousands of disabled people in Kane County that need assistance. More than 1,000 Kane County residents who need assistance are on a waiting list which grows monthly. In addition, there are 16,640 school children currently in the Kane County special educations programs. At least 25% of these children will require community assistance as they reach the age of 22.

President O'Shea commented on the formation of the Community Leadership Team. This team will lead the Show You Care Kane's efforts to pass a referendum which will be placed on the March 2014 ballot. The referendum proposes collection of a 10-cent property tax hike to support services. For an average Kane County Homeowner this represents a tax increase of about a dollar a week. The additional property tax revenue would generate an estimated 12 million dollars and support services for all of the Kane County disabled currently being under served.

President O'Shea asked the Board Members if they had any questions. There were no questions offered from the Board Members. President O'Shea thanked the Board Members for their time.

"Remember 45" Veterans Event

President Zirk reported that he had received word that Mr. Christopherson was unable to attend tonight's meeting to discuss the proposed "Remember 45" event. He will contact staff to reschedule his presentation.

Items for Approval

A Motion to approve an engagement agreement with Cozen and O'Connor LLP for legal services to the Village of Gilberts

President Zirk commented on the engagement agreement with Cozen and O'Connor. He noted that the engagement agreement with Cozen and O'Connor LLP for legal services was related to a matter with Nicor and was discussed with Attorney Tappendorf during the February 4th Closed Session.

President Zirk asked if there were any questions on the motion. The Board Members offered no comments or questions on the motion. **A Motion was made by Trustee Farrell and seconded by Trustee LeClercq to approve the engagement agreement with Cozen and O'Connor LLP for legal services to the Village of Gilberts.** Roll call: Vote: 5-ayes: Trustees Corbett, Mierisch, LeClercq, Zambetti and Farrell. 0-nays, 0-abstained. Motion carried.

Items for Discussion

Minutes from the February 4, 2014 Village Board Meeting

President Zirk inquired if there were any questions or comments on the minutes from the February 4, 2014 Village Board Meeting. There were no questions or comments provided by the Board Members. This matter will be placed on the next consent agenda.

January 2014 Treasurer's Report

President Zirk asked if the Board Members had any questions or comments on the January 2014 Treasurer's Report. Trustee Farrell questioned what the Treasurer's Report line item titled "SSA #20 Loan from Water Department" represented. Finance Director Blocker reported that this was the line item denoting the 1.2 million dollars that was borrowed from the water fund for the school site improvements.

There being no further comments or questions on the January 2014 Treasurer's Report President Zirk directed staff to place this matter on the next consent agenda.

Resolution 04-2014, a Resolution authorizing an agreement between the Village of Gilberts and Cemcon Ltd. to provide professional engineering services for Gilberts Town Center Regional Park

Administrator Keller reported as previously discussed Engineer Blecke and Stormwater Consultant Kannigan along with staff will be working closely with Cemcon Ltd. with the engineering and land surveying of Town Center Regional Park. Administrator Keller noted that at staffs request the scope of work included a Topographic Survey. The survey will assist in providing information on the current conditions of the soil.

President Zirk asked if any of the Board Members had any questions on Resolution 04-2014. The Board Members provided no questions or comments with respect to Resolution 04-2014. This matter will be placed on the next consent agenda.

Resolution 05-2014, a Resolution authorizing an agreement between the Village of Gilberts and Signature Design Group

President Zirk noted that Resolution 05-2014 was discussed in length at the last Board meeting. He asked if any of the Board Members had any questions on Resolution 05-2014. There were no comments offered by the Board Members. This matter will be placed on the next consent agenda.

Staff Reports

Administrator Keller recommends the Board Members consider entering into an executive session to discuss personnel as permitted by 5 ILCS 120/2 (c) (1).

Finance Director Blocker reported that she is in process of mailing letters to twenty-five residents who have failed to comply with the water meter change-out program. The notification will reflect the recent amendment to the Village Code requiring village access to village owned water meters and the penalties associated with non-compliance.

Board of Trustees Reports

Trustee LeClercq reported that he agrees with Trustee Zambetti's position on mandating residents comply with the Village Code with respect to shoveling the sidewalks adjacent to their homes. He is in favor of simply knocking on the resident's door and informing them of the Village Code requirement.

Administrator Keller reported that per last week's discussion staff has reached out to District 300 Department of Transportation to request the locations of the school bus stops. To date staff has not received a response from District 300. Trustee LeClercq understood staff's frustration with the lack of response from the District 300's Department of Transportation.

He reported that his neighborhood has started car pooling their elementary children to and from school to avoid having the children waiting for the bus on the snow packed streets.

President's Report

President Zirk offered no reports at this time.

Executive Session

A Motion was made by Trustee LeClercq and seconded by Trustee Corbett to close a portion of the meeting, 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 with no business to follow. Roll call: Vote: 5-ayes: Trustees Mierisch, Zambetti, Farrell, Corbett and LeClercq. 0-ayes, 0-abstained. Motion carried.

The Board Members along with Administrator Keller, Assistant Administrator Beith, Finance Director Blocker, and Village Clerk Meadows went into Executive Session at 7:16 p.m. and returned to the public meeting at 8:12 p.m.

Reconvened

The Board Members reconvened the public meeting at 8:13 p.m.

Roll Call / Establish Quorum

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, Mierisch, LeClercq, Zambetti, Farrell and President Zirk. Others present: Administrator Keller, Assistant Administrator Beith, Finance Director Blocker and Village Clerk Meadows.

Adjournment

There being no further business to discuss, a **Motion was made by Trustee Corbett and seconded by Trustee Farrell to adjourn from the public meeting at 8:14 p.m.** Roll call: Vote: 5-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

Fund Summary

	Balance as of 1-31-14	Restricted / Designated Funds	Unrestricted / Undesignated Funds
Unrestricted - General Fund			528,880.60
Restricted - Total		6,386,505.62	
Committed- Designated Reserves		597,813.37	
- 2.1 Months Expenses	597,813.37		
Committed - Road Improvement		480,017.74	
- FY-07 and Prior	707,838.00		
- FY-08 Transfer (School Road)	(120,000.00)		
- FY-08	76,235.76		
- FY-09	75,968.38		
- FY-09 Transfer (Additional Salt & Snow Removal)	(78,469.37)		
- FY-09/FY10 Hennessy Bridge Work	(350,000.00)		
- FY-10	79,129.42		
- FY-11 (Road Study)	(10,000.00)		
- FY-11	77,944.57		
- FY-12	12,861.90		
- FY-13	8,493.36		
- FY-14	15,015.72		
- FY-14 Kreutzer Road Repair	(15,000.00)		
Committed- Infrastructure Fund		241,152.50	
- FY-12 (Transfer -Garbage)	108,047.92		
- FY-13 (Transfer -Garbage)	133,104.58		
Committed - Road Bond Repayment		144,841.04	
- FY-13 (1% Sales Tax)	159,422.43		
- FY-14 May Interest Payment	(27,062.50)		
- FY-14 (1% Sales Tax)	131,653.61		
- FY-14 December Principal & Interest Payment	(119,172.50)		
Committed-GO Bond - Road Program		0.00	
- Balance - Illinois Funds	0.00		
Restricted - Road Improvement MFT		500,585.54	
- Balance - Illinois Funds	529,283.04		
- Balance - Union Bank Money Market	54,192.50		
- FY-14 December Principal & Interest Payment	(82,890.00)		
Committed - Capital Improvement		148,285.26	
- FY-05	81,596.76		
- FY-06	45,000.00		
- FY-08 Transfer (Wing Mower)	(41,751.00)		
- FY-11 P/W Truck Sale	31,000.00		
- FY-12 (Transfer - Garbage)	34,623.00		
- FY-13 (Salvage Receipts)	547.80		
- FY-13 (Transfer -Garbage)	25,349.02		
- FY-14 (Salvage Receipts)	419.68		
- FY-14 (New Squad Purchase)	(28,500.00)		
Committed - New Development Fees		1,033,317.63	
- FY-06 Municipal Impact Fee	261,250.00		
- FY-07 Municipal Impact Fee	382,250.00		
- FY-08 Municipal Impact Fee	286,000.00		
- FY-08/FY-09 Transfer (Salt Bin)	(185,701.50)		
- FY-09 Municipal Impact Fee	82,500.00		
- FY-07/08 Municipal Transistion Fee	8,000.00		
- FY-07/08 Municipal Police/SafetyTransistion Fee	2,000.00		
- FY-09 Transfers Out	(127,256.51)		
- FY-10 Reimburse PGAV TIF Study from TIF	18,788.40		
- FY-10 Town Center Park Parking Lot	(201,112.76)		
- FY-10 Municipal Impact Fee	104,500.00		
- FY-11 Municipal Impact Fee	151,250.00		
- FY-11 Transfers (Road Study)	(13,000.00)		
- FY-12 Municipal Impact Fee	146,750.00		
- FY-13 Municipal Impact Fee	76,400.00		
- FY-14 Municipal Impact Fee	40,700.00		

Committed - Tree Replacement/Beautification		19,230.19		
- FY-09 Recycling Revenue	2,500.00			
- FY-10 Recycling Revenue	5,000.00			
- FY-10 Tree Replacements	(590.00)			
- FY-12 Recycling Revenue	10,026.40			
- FY-12 Tree Program	(727.50)			
- FY-13 Recycling Revenue	5,000.00			
- FY-14 Sidewalk Replacement	(660.00)			
- FY-14 Tree Program	(3,818.71)			
- FY-14 Recycling Revenue	2,500.00			
Committed - EDUI Funds		17,629.46		
- FY-12 Balance	3,918.55			
- FY-13 Balance	13,710.91			
Restricted - Drug Forfeiture		4,760.62		
- Balance	4,760.62			
Committed - Enterprise Fund (Water / Wastewater)		1,064,255.18		
- Balance	1,064,255.18			
Committed - Pass Thru/Escrows		2,134,617.09		
- Balance	2,134,617.09			
Total		6,386,505.62	528,880.60	6,915,386.22

General Fund Revenue Receivable				63,202.93
- State Income Tax Payments Delayed	63,202.93			

Total Unrestricted Funds including Receivables				592,083.53
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Additional Information

Pass Thru - Balance of Escrow		2,134,617.09
- Building Permit-Town Center	11,275.37	
- Performance Bonds / Escrows	253,039.87	
- TIF #1	32,523.85	
- Impact Fees - Library	48,474.00	
- Impact Fees - School	1,771,904.00	
- Impact Fees - Fire District	1,000.00	
- Transistion Fees - Fire	2,000.00	
- Transistion Fees - Library	400.00	
- Transistion Fees - School	14,000.00	

Capital Projects		1,615,845.76
- Current Balance	115,845.76	
- Due from Conservancy Annexation	1,500,000.00	

School Site Purchase		1,996,367.31
- Original Amount	1,500,000.00	
- Interest due 9/06 thru 1/14	496,367.31	

Total Due VOG - Annexation		3,612,213.07
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SSA #20 Loan from Water Department		574,724.39
- FY-08 Advances	341,194.63	
- FY-09 Advances	233,529.76	

Total Due Water/Sewer Fund		574,724.39
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TREASURER'S STATEMENT AS OF JANUARY 31, 2014

	MONTH	YEAR TO DATE		YEAR TO DATE
Beginning Bank Balance:			<u>7,031,166.07</u>	<u>6,199,260.59</u>
Credits:				
General Fund:	<u>277,227.46</u>	<u>3,289,506.50</u>		
GO Bond	<u>-</u>	<u>1.36</u>		
Water Fund:	<u>156,766.86</u>	<u>1,474,324.90</u>		
Motor Fuel Tax (MFT):	<u>17,219.94</u>	<u>177,300.73</u>		
Performance Bonds/Escrow:	<u>6,406.00</u>	<u>284,058.14</u>		
TIF #1	<u>13.81</u>	<u>12,746.97</u>		
Drug Forfeiture:	<u>168.00</u>	<u>1,597.58</u>		
Total Credits All Funds:	<u>457,802.07</u>	<u>5,239,536.18</u>	<u>457,802.07</u>	<u>5,239,536.18</u>
Expenses:				
General Fund:	<u>394,936.06</u>	<u>2,997,868.56</u>		
GO Bond	<u>-</u>	<u>18,992.24</u>		
Water Fund:	<u>160,236.37</u>	<u>1,331,774.40</u>		
Motor Fuel Tax (MFT):	<u>-</u>	<u>-</u>		
Performance Bond/Escrow:	<u>18,409.49</u>	<u>159,287.10</u>		
TIF #1	<u>-</u>	<u>15,488.25</u>		
Drug Forfeiture:	<u>-</u>	<u>-</u>		
Total Debits All Funds:	<u>573,581.92</u>	<u>4,523,410.55</u>	<u>573,581.92</u>	<u>4,523,410.55</u>
Ending Bank Balance:				
General Fund:	<u>3,139,553.16</u>	<u> </u>		
Water Fund:	<u>1,064,255.18</u>	<u> </u>		
Motor Fuel Tax (MFT):	<u>583,475.54</u>	<u> </u>		
Performance Bond/Escrow:	<u>2,090,817.87</u>	<u> </u>		
TIF #1	<u>32,523.85</u>	<u> </u>		
Drug Forfeiture:	<u>4,760.62</u>	<u> </u>		
Total Debits All Funds:	<u>6,915,386.22</u>	<u> </u>	<u>6,915,386.22</u>	<u>6,915,386.22</u>

TREASURER'S SIGNATURE:



DATE: FEBRUARY 3, 2014

GENERAL FUND MONEY MARKET
 01-00-105

Beginning Book Balance:	235,854.18	Previous YTD Credits:	3,012,279.04
Deposits (Total):	77,775.39	Current Credits:	136,025.35
Interest Income:		Current YTD Credits:	141,202.11
(01-00-341) Money Market:	63.61	Previous YTD Debits:	3,289,506.50
(01-00-341) Checking:	3.38	Current YTD Debits:	2,602,932.50
(01-00-342) Performance Bond:	18.77	Current Debits:	5,606.00
Miscellaneous Income:	29.00	Current YTD Debits:	389,330.06
Transfer From Illinois Funds	150,000.00		2,997,868.56
Transfer From Water Fund	75.65		
Voided Ck #22096	5.20		
Transfer of Garbage Revenue	62,198.11		
CD Interest	1,033.00		
Subtotal:	527,056.29	G/F MM Balance:	137,726.23
Checks Written (Total):	387,530.06	IL Funds Balance:	1,520,766.42
NSF Check	1,800.00	Barrington Bank CD's:	1,480,060.51
Transfer to P/B (Agency)		G/F CKG Balance:	1,000.00
		Total balance:	3,139,553.16
Ending Check Book Balance:	137,726.23		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	137,726.23		

Expenditures/Transfers:

Date:		For:	
	1/7/2014	Accounts Payable	123,544.49
	1/21/2014	Accounts Payable	72,254.58
	1/2/2014	January Insurance	18,984.13
	1/2/2014	Payroll	51,385.97
	12/16/2014	Payroll	67,226.56
	1/30/2014	Payroll	54,134.33
		Total:	387,530.06

Deposits:	3,000.00	Deposits:	9,221.00	Direct Deposits	
	25.00		50.00	T-Mobile	1,725.00
	200.00		2,331.83	Kane County	
	3,115.00		50.00	Nicor	7,955.02
	587.00		1,825.00	Exelon	15,165.61
	2,040.00		1,676.59	AT&T	16,440.12
	25.00		100.00		
	885.15		160.00		
	25.00		25.00		
	77.00		2,345.00		
	225.00		6,156.37		
	780.00		1,095.00		
	142.00		50.00		
			50.70		
	150.00		77.00		
Total Deposits			36,489.64	Total Direct Deposits	41,285.75
Total Deposits/Direct Deposits:			77,775.39		

Beginning Book Balance:	1,000.00
Deposits (Total):	195,799.07
Voided Checks:	
Check# Vendor Name:	_____
_____	_____
_____	_____
Total Voided Checks:	_____
Subtotal:	196,799.07
	195,799.07
Checks Written (Total):	_____
Voided Checks (Total):	_____
Ending Check Book Balance:	1,000.00
Deposits in Transit:	_____
Outstanding Checks:	2,909.31
Balance per Bank Statement:	3,909.31

Previous YTD Credits:	_____
Current Credits:	_____
Current YTD Credits:	_____
Previous YTD Debits:	_____
Current Debits:	_____
Current YTD Debits:	_____

Expenditures/Transfers:

Date:	For:	Amount:
1/7/2014	Accounts Payable	123,544.49
1/21/2014	Accounts Payable	72,254.58
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total:	195,799.07

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
15048	50.00	_____	_____
16678	60.00	_____	_____
22014	2.44	_____	_____
22085	2.44	_____	_____
22126	180.00	Total	2,909.31
22137	670.57		
22138	637.76		
22145	25.00		
22149	337.20		
22153	120.00		
22156	425.75		
22161	398.15		

**Village of Gilberts
General Fund
Certificates of Deposit
January 31, 2014**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1008	225,145.74	9 months	9/27/2014	.20 APY
Barrington Bank	0940000423-1002	225,691.72	9 months	3/27/2014	.20 APY
Barrington Bank	0940000423-1003	263,781.26	12 months	9/27/2013	.40 APY
Barrington Bank	0940000423-1004	265,166.39	18 months	3/27/2014	.75 APY
Barrington Bank	0940000423-1010	500,275.40	6 months	3/20/2014	.15 APY
Barrington Bank CD's	1,480,060.51				

Beginning Book Balance:	1,540,712.15	Previous YTD Credits:	_____
Deposits (Total):	135,633.84	Current Credits:	135,660.27
		Current YTD Credits:	_____
(01-00-347) IL First Funds:	18.30	Previous YTD Debits:	_____
(01-00-347) IL First Funds P/B:	8.13	Current Debits:	5,606.00
		Current YTD Debits:	_____
Xfer Bond Acct-Reimburse:	_____	CD Balance:	_____
Subtotal:	1,676,372.42	G/F MM Balance:	_____
Transfer to Union National	150,000.00	G/F CKG Balance:	_____
Impact Fees to Agency Fund	5,606.00	Total balance:	_____
Ending Check Book Balance:	1,520,766.42		
Deposits in Transit:	_____		
Outstanding Checks:	_____		
Balance per Bank Statement:	1,520,766.42		

Expenditures/Transfers:			
	Date:	For:	Amount:
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
		Total:	_____

Deposits:	Direct Deposits:	Description:
42,759.32	_____	
56.66	_____	
15,253.88	_____	
16,152.36	_____	
16,822.51	_____	
10,459.20	_____	
34,129.91	_____	
_____	_____	
_____	_____	
Total Deposits/Direct Deposits:	135,633.84	

Beginning Book Balance:	<u>381,115.67</u>	Previous YTD Credits:	<u>1,317,558.04</u>
			2,012.87
Deposits (Total):	<u>154,552.99</u>	Current Credits:	<u>154,753.99</u>
Interest Income:		Current YTD Credits:	<u>1,474,324.90</u>
(20-00-341) Money Market:	<u>194.74</u>	Previous YTD Debits:	<u>1,171,538.03</u>
(20-00-341) Checking:	<u>1.06</u>		-
Voided Check #204271	<u>5.20</u>	Current Debits:	<u>160,236.37</u>
Miscellaneous Income:	<u> </u>	Current YTD Debits:	<u>1,331,774.40</u>
Subtotal:	<u>535,869.66</u>	Barrington Bank:	<u>58,479.28</u>
Checks Written (Total):	<u>97,962.61</u>	Barrington Bank CD's :	<u>501,898.76</u>
Transfer to General Fund	<u>75.65</u>	H2O MM Balance:	<u>375,633.29</u>
Transfer for Garbage	<u>62,198.11</u>	H2O Illinois Funds	<u>127,243.85</u>
		H2O CKG Balance:	<u>1,000.00</u>
Ending Check Book Balance:	<u>375,633.29</u>	Total balance:	<u>1,064,255.18</u>
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u> </u>		
Balance per Bank Statement:	<u>375,633.29</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u>1/7/2014</u>	Accounts Payable	<u>34,819.11</u>
<u>1/21/2014</u>	Accounts Payable	<u>22,522.81</u>
<u>1/2/2014</u>	Payroll-Water	<u>11,979.37</u>
<u>12/16/2014</u>	Payroll-Water	<u>12,005.99</u>
<u>1/1/2014</u>	Health Insurance	<u>5,119.87</u>
<u>1/30/2014</u>	Payroll-Water	<u>11,515.46</u>
	Total:	<u>97,962.61</u>

Deposits:

<u>122.10</u>	<u>5,363.25</u>
<u>169.00</u>	<u>1,824.96</u>
<u>840.20</u>	<u>12,309.26</u>
<u>151.80</u>	<u>200.80</u>
<u>200.00</u>	<u>895.42</u>
<u>117.50</u>	<u>156.00</u>
<u>458.10</u>	<u>41,361.12</u>
<u>2,734.90</u>	<u>84.00</u>
<u>109.20</u>	<u>7,121.90</u>
<u>5,201.51</u>	<u>7,815.19</u>
<u>50.00</u>	<u>14,969.52</u>
<u>170.00</u>	<u>258.00</u>
<u>6,454.50</u>	<u>762.00</u>
<u>156.00</u>	<u>11,397.42</u>
<u>174.00</u>	<u>32,925.34</u>

Direct Deposits

Total Deposits: 154,552.99

Beginning Book Balance:	1,000.00	Previous YTD Credits:	_____
Deposits (Total):	57,341.92	Current Credits:	_____
Voided Checks:		Current YTD Credits:	_____
Check# Vendor Name:	_____	Previous YTD Debits:	_____
	_____	Current Debits:	_____
	_____	Current YTD Debits:	_____
Total Voided Checks:	_____		
Subtotal:	58,341.92		
Checks Written (Total):	57,341.92		

Ending Check Book Balance:	1,000.00		
Deposits in Transit:	_____		
Outstanding Checks:	480.37		
Balance per Bank Statement:	1,480.37		

Expenditures/Transfers:

Date:		For:	
	1/7/2014	Accounts Payable	34,819.11
	1/21/2014	Accounts Payable	21,857.77
	1/8/2014	Postage	665.04
		Total:	57,341.92

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
202350	4.18	_____	_____
202365	1.19	_____	_____
204090	120.00	_____	_____
204208	8.40	TOTAL	480.37
204295	346.60		

Beginning Book Balance:	<u>58,476.80</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u> </u>	Current Credits:	<u>2.48</u>
Interest:		Current YTD Credits:	<u> </u>
Savings Acct:	<u>2.48</u>	Previous YTD Debits:	<u> </u>
		Current Debits:	<u> </u>
		Current YTD Debits:	<u> </u>
Subtotal:	<u>58,479.28</u>		
Checks Written (Total):	<u> </u>		
Voided Checks (Total):	<u> </u>		
Ending Check Book Balance:	<u>58,479.28</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u> </u>		
Balance per Bank Statement:	<u>58,479.28</u>		

Expenditures/Transfers:			
	Date:	For:	Amount:
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
		Total:	<u> </u>

Deposits:	
<u> </u>	
Total Deposits:	<u> </u>

**Village of Gilberts
Water Fund
Certificates of Deposit
January 31, 2014**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1009	100,307.70	9 months	9/27/2014	.20 APY
Barrington Bank	0940000423-1006	200,614.86	9 months	3/27/2014	.20 APY
Barrington Bank	0940000423-1007	200,976.20	12 months	9/27/2014	.40 APY
Barrington Bank CD's	501,898.76				

Beginning Book Balance:	54,192.50	Previous YTD Credits:	_____
Deposits (Total):	_____	Current Credits:	-
Interest Income:	_____	Current YTD Credits:	_____
(30-00-341) Money Market:	_____	Previous YTD Debits:	_____
		Current Debits:	_____
Miscellaneous Income:	_____	Current YTD Debits:	_____
Subtotal:	54,192.50		
Checks Written (Total):	_____		
Returned Checks (Total):	_____		
	-		
Ending Check Book Balance:	54,192.50		
Deposits in Transit:	_____		
Outstanding Checks:	_____		
Balance per Bank Statement:	54,192.50		

Expenditures/Transfers:

Date:	For:	Amount:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total:	_____

Deposits:

Total Deposits:	_____

Beginning Book Balance:	<u>512,063.10</u>	Previous YTD Credits:	<u>160,080.79</u>
Deposits (Total):	<u>17,213.67</u>	Current Credits:	<u>17,219.94</u>
Interest Income:		Current YTD Credits:	<u>177,300.73</u>
(30-00-347) Money Market:	<u>6.27</u>	Previous YTD Debits:	<u>-</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u> </u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>529,283.04</u>	MFT MM Balance	<u>54,192.50</u>
Checks Written (Total):	<u> </u>	IL Funds Balance:	<u>529,283.04</u>
Returned Checks (Total):	<u> </u>	Total balance:	<u>583,475.54</u>
Ending Check Book Balance:	<u>529,283.04</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>529,283.04</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
	Total:	<u> </u>

Deposits:

<u> </u>

Total Deposits:

Beginning Book Balance:	226,019.36	Previous YTD Credits:	277,652.14
			5,606.00
Deposits (Total):	800.00	Current Credits:	800.00
Interest Income:		Current YTD Credits:	284,058.14
(31-00-341) Money Market:			-
		Previous YTD Debits:	140,877.61
			-
Transfer from G/F		Current Debits:	18,409.49
Miscellaneous Income:			
		Current YTD Debits:	159,287.10
Subtotal:	226,819.36		
Checks Written (Total):	18,380.49	P/Bond Balance	208,409.87
Transfer to General Fund	29.00	IL Funds Balance:	682,807.70
Transfer to Water Fund		CD'S Balance	1,199,600.30
		Total balance:	2,090,817.87
Ending Check Book Balance:	208,409.87		
Deposits in Transit:			
Outstanding Checks:	752.00		
Balance per Bank Statement:	209,161.87		

Expenditures/Transfers:

Date:	For:	Amount:
1/7/2014	Accounts Payable	6,842.35
1/17/2014	Bond Release	29.00
	Bond Release	
1/21/2014	Accounts Payable	11,509.14
	Bond Release	
	Bond Release	
	Total:	18,380.49

Deposits:	
58.00	
58.00	
58.00	
58.00	
116.00	
336.00	
58.00	
58.00	
	800.00

Outstanding Checks		
302544		135.00
302569		106.00
302755		117.00
303302		29.00
303314		58.00
303450		58.00
303467		29.00
303469		220.00

Total Outstanding Checks 752.00

Beginning Book Balance:	<u>677,201.70</u>	Previous YTD Credits:	<u>-</u>
Deposits (Total):	<u> </u>	Current Credits:	<u>5,606.00</u>
Interest Income:	<u> </u>	Current YTD Credits:	<u>5,606.00</u>
(31-00-341) Money Market:	<u> </u>	Previous YTD Debits:	<u> </u>
Transfer from G/F (Impact Fees)	<u>5,606.00</u>	Current Debits:	<u>-</u>
Miscellaneous Income:	<u> </u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>682,807.70</u>		
Checks Written (Total):	<u> </u>		
Transfer to General Fund	<u> </u>		
Ending Check Book Balance:	<u>682,807.70</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u> </u>		
Balance per Bank Statement:	<u>682,807.70</u>		

Expenditures/Transfers:	Date:	For:	Amount:
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
		Total:	<u>-</u>

Deposits:	<u> </u>
	<u> </u>
Total Deposits:	<u>-</u>

**Village of Gilberts
Performance Bond/Agency Fund
Certificates of Deposit
January 31, 2014**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Union National Bank	4176509	391,315.36	12 months	10/12/2014	.56 APY
Union National Bank	4169371	258,179.58	9 months	10/15/2014	.53 APY
Union National Bank	4176517	374,349.47	12 months	10/23/2014	.56 APY
Union National Bank	4169389	175,755.89	12 months	5/22/2014	.57 APY
		1,199,600.30			
Union National CD's	1,199,600.30				

Beginning Book Balance:	32,510.04	Previous YTD Credits:	12,733.16
Deposits (Total):		Current Credits:	13.81
Interest Income:	13.81	Current YTD Credits:	12,746.97
(34-00-341) Money Market:		Previous YTD Debits:	15,488.25
		Current Debits:	-
Miscellaneous Income:		Current YTD Debits:	15,488.25
Subtotal:	32,523.85		
Checks Written (Total):			
Returned Checks (Total):			
Ending Check Book Balance:	32,523.85		
Deposits in Transit:			
Outstanding Checks:	-		
Balance per Bank Statement:	32,523.85		

Expenditures/Transfers:

Date:	For:	Amount:
_____	Accounts Payable	_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
	Total:	-

Deposits:

Total Deposits: _____

Beginning Book Balance:	4,592.62	Previous YTD Credits:	1,429.58
Deposits (Total):	168.00	Current Credits:	168.00
Interest Income:		Current YTD Credits:	1,597.58
(40-00-341) Money Market:		Previous YTD Debits:	-
		Current Debits:	-
Miscellaneous Income:		Current YTD Debits:	-
Subtotal:	4,760.62		
Checks Written (Total):			
Returned Checks (Total):	-		
Ending Check Book Balance:	4,760.62		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	4,760.62		

Expenditures/Transfers:

Date:	For:	Amount:
_____	Accounts Payable	_____
_____		_____
_____		_____
_____		_____
	Total:	-

Deposits:	168.00

_____	168.00
Total Deposits/Direct Deposits:	_____

ROAD IMPROVEMENT FUND BALANCE SHEET

Date	Deposit	Received From	Balance
3/31/2012	\$ 100.00	March Overweight	\$ 471,408.66
4/30/2012	\$ 100.00	April Overweight	\$ 471,508.66
4/30/2012	\$ 108,047.92	Transfer for Waste Hauling	\$ 579,556.58
5/31/2012	\$ 559.16	May Road & Bridge	\$ 580,115.74
6/30/2012	\$ 2,874.38	June Road & Bridge	\$ 582,990.12
7/31/2012	\$ 50.00	July Overweight	\$ 583,040.12
7/31/2012	\$ 69.94	July Road & Bridge	\$ 583,110.06
8/31/2012	\$ 465.25	August Road & Bridge	\$ 583,575.31
8/31/2012	\$ 50.00	August Overweight	\$ 583,625.31
9/12/2012	\$ 1,867.88	September Road & Bridge	\$ 585,493.19
10/10/2012	\$ 883.33	October Road & Bridge	\$ 586,376.52
10/31/2012	\$ 180.00	October Overweight	\$ 586,556.52
11/30/2012	\$ 173.42	November Road & Bridge	\$ 586,729.94
11/30/2012	\$ 450.00	November Overweight	\$ 587,179.94
12/31/2012	\$ 50.00	December Overweight	\$ 587,229.94
1/31/2013	\$ 150.00	January Overweight	\$ 587,379.94
2/28/2013	\$ 150.00	February Overweight	\$ 587,529.94
3/31/2013	\$ 470.00	March Overweight	\$ 587,999.94
4/30/2013	\$ 50.00	April Overweight	\$ 588,049.94
4/30/2013	\$ 133,104.58	Transfer for Waste Hauling	\$ 721,154.52
5/31/2013	\$ 720.08	May Road & Bridge	\$ 721,874.60
5/31/2013	\$ 200.00	May Overweight	\$ 722,074.60
6/30/2013	\$ 1,800.00	June Overweight	\$ 723,874.60
6/30/2013	\$ 2,818.65	June Road & Bridge	\$ 726,693.25
7/31/2013	\$ 85.88	July Road & Bridge	\$ 726,779.13
7/31/2013	\$ 2,040.00	July Overweight	\$ 728,819.13
8/31/2013	\$ (15,000.00)	Kruetzer Road Repairs	\$ 713,819.13
8/31/2013	\$ 405.77	August Road & Bridge	\$ 714,224.90
8/31/2013	\$ 1,280.00	August Overweight	\$ 715,504.90
9/30/2013	\$ 2,688.06	September Road & Bridge	\$ 718,192.96
10/31/2013	\$ 177.41	October Road & Bridge	\$ 718,370.37
10/31/2013	\$ 2,250.00	October Overweight	\$ 720,620.37
11/30/2013	\$ 150.00	November Overweight	\$ 720,770.37
11/30/2013	\$ 99.87	November Road & Bridge	\$ 720,870.24
12/31/2013	\$ 100.00	December Overweight	\$ 720,970.24
1/31/2014	\$ 200.00	January Overweight	\$ 721,170.24

DRAFT 02/18/2014

VENDOR ID	VENDOR	GRAND TOTAL	GENERAL FUND	PERMIT PASS THRU	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
		176,770.00	85,114.47	-	4,865.00	28,411.70	58,378.83
PAYROLL 1/26-2/8		58,378.83					58,378.83
ANCEL							
GALLAGHER INS		30,832.58	18,984.13			11,848.45	
UB POSTAGE		121.44				121.44	
ACE002	ACE COFFEE BAR INC.	27.50	27.50				
ANCEL	ANCEL, GLINK, DIAMOND, BUSH,	12,411.74	7,731.74		4,095.00	585.00	
B&F001	B&F CONSTRUCTION CODE SVC, INC	815.00	45.00		770.00		
BANKCARD	CARD SERVICES	130.25	130.25				
BENCHMAR	BENCHMARK SALES & SERVICE	4,500.00				4,500.00	
BLOCKER	MARLENE BLOCKER	36.20	36.20				
CEMCON01	CEMCON, LTD	603.00	603.00				
COLUMBIA	COLUMBIA PIPE & SUPPLY CO	208.74				208.74	
COM003	COMMONWEALTH EDISON	1,315.37	1,315.37				
CONSERV	CONSERV FS, INC.	30.50	30.50				
CONSTELL	CONSTELLATION NEWENERGY, INC.	6,510.74				6,510.74	
CURTECH	CURRENT TECHNOLOGIES, INC.	950.00	950.00				
GRAINGER	GRAINGER	195.53				195.53	
HENDER01	HENDERSON PRODUCTS, INC	288.00	288.00				
KANECHAM	NORTHERN KANE COUNTY	20.00	20.00				
KANENATU	KANE-DUPAGE SOIL & WATER	801.00	801.00				
KLARAS	JASON KLARAS	200.00	200.00				
MANALY01	MCHENRY ANALYTICAL WATER	660.00				660.00	
MDCENV01	MDC ENVIRONMENTAL SVCS.	44,402.59	44,402.59				
MEN002	MENARDS - CARPENTERSVILLE	140.79				140.79	
METRO001	METRO WEST COUNCIL	50.00	50.00				
MORTSALT	MORTON SALT, INC	5,371.65	5,371.65				
MRAUTO01	MANUEL SOLORIO	211.06	211.06				
NEX001	NEXUS OFFICE SYSTEMS, INC.	105.92	105.92				

RESOLUTION

VILLAGE OF GILBERTS

A Resolution authorizing an agreement between the Village of Gilberts and Cemcon Ltd. to provide professional engineering services for Gilberts Town Center Regional Park

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 professional engineering service agreement between the Village of Gilberts and Cemcon Ltd. and such documents as are necessary and convenient to effectuate the professional service agreement to provide engineering services for Gilberts Town Center Regional Park 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 _____, 2014 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
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 February, 2014

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____



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CONSULTING ENGINEERS, LAND SURVEYORS & PLANNERS

January 28, 2014

Mr. Ray Keller
Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

Re: Proposal for Professional Engineering and Land Surveying Services
Gilberts Town Center Park
Approximately 20.3 Acres
Gilberts, Illinois

Dear Mr. Keller:

In accordance with your request and based on public input and our discussions at the Village staff meeting on January 21, 2014, I am outlining below the scope of Engineering and Land Surveying Services I believe will be necessary to prepare permitting and final engineering documents, and provide construction layout and project management for the above referenced project. It is our understanding that the Village of Gilberts (VILLAGE) proposes to mass grade and construct recreational facilities and new parking facilities at the Gilberts Town Center Park Site (PARK) located at the south-east corner of Tyrrell and Columbia.

As previously discussed before the Village board and with Village staff, there are existing drainage and groundwater issues within the park site that will be addressed in the best way possible while not worsening conditions to downstream stormwater management system and at the same time maintain the maximum possible usable area for the park.

Based on our overall project understanding outlined above, the scope of work and basis of compensation for each task involved is as follows:

I. Topographic Base Map Preparation

Utilizing the horizontal control described below and robotic and GPS survey equipment, conduct field ground survey to measure and obtain certain boundary and planimetric features on and adjacent to the designated park as set forth on the enclosed maps. Prepare a Topographic Survey which will include the following content requirements identified below in Items A through F:

- A. Obtain spot elevations on an appropriate grid with supplemental elevations and other grades obtained at high points, low points, top and bottom of slopes and other points of topographic inflection encompassing the survey limits. Contours will be interpolated at 1-foot intervals with spot elevations and other vertical controls depicted.
- B. Topographic and planimetric information such as sidewalks, driveways, paved areas, curb, curb ramps, fenceline and existing structures will be located and elevations obtained at regular intervals with the generic type of construction noted (i.e. concrete wall, bituminous drive, etc.).

- C. Ditches and culvert shape and/or pipe material and size, direction of flow, elevation of inverts, flow-lines and other physical properties of drainage structures visible and retrievable from the ground surface will be obtained and information will be supplemented with records and plans provided by others. (No underground exploration is contemplated or included within the scope of this work.)
- D. Storm and sanitary sewer pipe size, direction of flow, elevation of inverts and castings visible and retrievable from the ground surface will be obtained and information will be supplemented with available public records and plans. (No under ground exploration is contemplated or included within the scope of this work.)
- E. Elevations on water system structures and appurtenances visible and retrievable from the ground surface (vaults, hydrants, valve boxes, etc.) will be noted and information will be supplemented with available public records and plans. (No underground exploration is contemplated nor is it within the scope of this work.) Depth of watermains will be noted at valve vaults where accessible.
- F. Street lights and signs, traffic signals, utility poles, utility vaults, ground boxes and pedestal transformers will be located and noted as to utility company. (No underground exploration work or technical testing is contemplated nor is it within the scope of this work.)

The Topographic Base Sheet will acknowledge and describe the basic information from records and plans provided by others and identify the sources of that data. The vertical datum referenced and will be tied to an available local bench mark previously established in the vicinity of the survey site by CEMCON, Ltd.

Basis of Compensation and Schedule of Fees and Expenses

For the Topographic Survey work and preparation of the Topographic Base Map in accordance with the above outlined content requirement, with a lump sum fee of \$3,800.00 plus reimbursable expenses. Fee would be invoiced following completion of the work.

II. Concept Planning

In concert with Signature Design Group, work with the VILLAGE to prepare the final geometry of the park site and all of the facilities as well as locate the facilities as directed by the VILLAGE. Attend meeting with the VILLAGE staff and public meetings as requested by the VILLAGE. Final Engineering Plan preparation will not begin until the VILLAGE is fully signed off on the final geometry.

Basis of Compensation and Schedule of Fees and Expenses

For preparing concept plans and coordinating with the Village and their landscape architect, ENGINEER will be reimbursed on an hourly basis, at the rates listed in Appendix 1, with an estimated fee of \$1,500.00. Said fees shall be invoiced monthly as the services are performed.



III. Final Engineering Plan

Upon authorization to proceed and based on the overall site plan prepared during the Concept Planning phase and the Topographic Base Map prepared by CEMCON, and in consultation with Signature Design, assist in refining and establishing design guidelines for the project including drainage facilities; the geometric design standards and layout for the proposed parking facilities and park facilities; site earthwork and grading concepts and objectives; pedestrian access guidelines and parameters; and other site development and plan content standards under Kane County Ordinance and Village building permit requirements. In consultation with Signature Design Group, devise a coordinate system or basis of horizontal control for design plan consistency. Utilizing the criteria established by the project team, prepare Site Improvement Plans for the project to include:

- a.) Detailed grading, drainage, and stormwater conveyance for the parking lot, access path and the park site. Grading parameters would be established at strategic locations by use of spot elevations, pavement high points and low points, and points of grade inflection for pad or path areas, or by proposed contours and spot elevations for landscaped areas and/or other means suitable to effect control over on-site grading.
- b.) Horizontal staking and site geometric controls with dimensional ties and other information to facilitate layout of site infrastructure improvements.
- c.) On-site access pathway alignment with structural details, delineations for different pavement structure types, and other appropriate details, construction notes and specifications.
- d.) Erosion and sedimentation control measures and devices along with appropriate details, typical sections, and specifications.
- e.) Incidental site structures and non-structural grading transition walls or generic landscaping treatments (*not requiring the services of a Structural Engineer although such services can be provided as an Additional Service*).
- f.) General notes, specifications, construction details, typical sections and other construction guidelines to effect control over the installation of site infrastructure.
- g.) Prepare a Schedule of Quantities and an Engineer's Opinion of Probable Construction Cost.
- h.) Prepare and submit an NPDES NOI Permit application to the IEPA.

The fee for the above documents will be based upon initial completion and 2 sets of minor revisions based upon municipality review. If wholesale plan changes occur, or additional revisions are encountered at no fault by the ENGINEER, this will be considered an additional service to the contract.



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Basis of Compensation and Schedule of Fees and Expenses

For the completion of the Final Engineering Plans in accordance with the above outlined content requirement, with a lump sum fee of \$13,000.00 plus reimbursable expenses. Fee would be invoiced as the project proceeds, with a maximum of 80% until final Village approval.

IV. Stormwater Management Analysis and Report

Based on the overall stormwater management and conveyance configuration developed during Final Engineering, conduct hydrologic and hydraulic calculations for the project site to demonstrate that there will be no significant impact to the downstream system within Gilberts Town Center as well as document that additional stormwater management is not required under the current Kane County Stormwater Ordinance. Prepare a brief narrative report which will include a summary of the analysis and modeling used to demonstrate the above listed criteria.

Basis of Compensation and Schedule of Fees and Expenses

For completion of the Stormwater Management Report and Permit Application, with a lump sum fee of \$1,600.00 plus reimbursable expenses. Fee would be invoiced as the project proceeds, with a maximum of 80% until final Village/County approval.

V. Bidding or Negotiating/Construction Phase Services

A. Limited Construction Phase Observation and Administrative Services

Provide bidding document preparation under the direction of the VILLAGE and in coordination with Signature Design Group as well as consultation and analysis upon receipt of bids. Upon start of construction activities provide construction phase consultation to assist the VILLAGE in observing and reviewing the progress of site infrastructure improvements, in evaluating contractor requests for change orders and to provide interpretation and direction on the Contract Documents. Services include two (2) regular site visits and one (1) punchlist site visit, totaling nine (9) hours of limited on-site construction observation. Assist in assessing contractor's payouts and in conducting a final inspection to evaluate contractor performance. As a condition to performing Construction Phase Services, CEMCON, Ltd. will be included as an additional insured and indemnified and defended under any construction contract entered into by and between the LPD and the contractor on the subject project for protection against Structural Work Act claims.

Basis of Compensation and Schedule of Fees and Expenses

For bidding coordination and construction phase services in coordination with the Village and their landscape architect, ENGINEER will be reimbursed on an hourly basis, at the rates listed in Appendix 1, with an estimated fee of \$2,500.00 (Assumes three (3) trips during construction and one (1) trip at the end of



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construction activities to generate a punch list of items to be corrected). Said fees shall be invoiced monthly as the services are performed.

B. Construction Phase Layout Services

Stake and set grades for the horizontal and vertical control necessary during the earthwork operations, the installation of storm sewers and drainage improvements, the construction of the parking lot and access path pavements, and other incidental site improvements and site infrastructures (assumes three separate trips for construction staking). Note that it is assumed that the earthwork excavator will use GPS and thus need a minimum of staking and control. This proposal does not include a complete stake out which would be required by an excavator that does not provide grading via GPS. Additional trips such as replacing stakes knocked out by contractor will require an additional service fee). It is recommended to include in the bid documents that the contractor shall pay for additional staking over and above the minimum three (3) trips required to complete the construction staking.

Basis of Compensation and Schedule of Fees and Expenses

A lump sum fee of \$3,000.00. Fees would be invoiced monthly as the work progresses.

VI. Exclusions

1. Structural retaining walls or other work requiring the services of a Registered Structural Engineer (*provided as an Additional Service*).
2. Soil borings, pavement corings, materials testing.
3. Permit fees, filing fees, recording charges, review fees.
4. Site plan revisions or changes in the site layout plan approved by the VILLAGE subsequent to commencement of Final Site Improvement Plan documents.
5. Adjacent street pavement widening, left-turn lanes or traffic signals, off-site public utility extensions or other off-site improvements not specifically listed in the foregoing work scope.
6. Wetlands analysis mitigation or environmental reports, FEMA Map Revision, IDWR Reports, Corps of Engineers or County Wetland permits.
7. Attendance at court proceedings, or expert testimony not specifically provided for in the scope of services specified in the foregoing proposal.
8. Landscaping plans, sign plans, fencing plans, or trash enclosure plans.

The foregoing outline proposal will remain in effect for a period of sixty (60) days. If it is not accepted within this time-frame, we reserve the right to resubmit the proposal reflecting changes which may have occurred.



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Mr. Ray Keller
January 28, 2014
Page 6

Fees would be due and payable within thirty (30) days of receipt of invoice. This agreement is subject to the "General Conditions" attached hereto as Exhibit A.

Thank you for the opportunity of furnishing this proposal. If you wish to initiate the work, please sign and return a copy to our office. We will sign and return a copy of the executed proposal to you.

This Contract Agreement contains the entire and only agreement between the parties respecting the work, services, and materials; any representation, promise or condition, written or verbal, not incorporated herein shall not be binding on either party.

Please call us if you have any questions or require additional information.

Sincerely,
CEMCON, Ltd.



Michael A. May, M.S.C.E., P.E.
Project Manager

MAM/sv

Enc.

H:\100100\PROPOSALS\MAM 1-28-14 Keller @ Village of Gilberts - Gilberts Town Center Park - Gilberts, IL.doc

Accepted this _____ day of _____, 2014

All terms and conditions of this Contract Agreement accepted this _____ day of _____, 2014

CEMCON, Ltd.

Village of Gilberts Authorized Agent

By: _____

By: _____

Title: _____

Title: _____



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CEMCON, LTD.
STANDARD HOURLY AND MATERIAL RATES
NOVEMBER 1, 2013 THROUGH OCTOBER 31, 2014

I. STANDARD HOURLY RATES

Principal / Senior Project Manager		\$ 185.00 / hr.
Principal / Senior Professional Land Surveyor		141.00 / hr.
Professional Engineer / Senior Traffic Engineer		185.00 / hr.
Expert Witness		242.00 / hr.
Professional Engineer / Senior Project Manager		150.00 / hr.
Resident Engineer		136.00 / hr.
Structural Engineer / Senior Project Manager		150.00 / hr.
Professional Engineer / Project Manager		134.00 / hr.
Project Engineer		105.00 / hr.
Staff Engineer		93.00 / hr.
Sr. Land Planner / Land Planning & Entitlement Manager		130.00 / hr.
Land Planner / Assistant Project Manager		105.00 / hr.
Staff Land Planner		84.00 / hr.
CAD Design Group Supervisor		100.00 / hr.
Professional Land Surveyor		100.00 / hr.
Staff Surveyor		83.00 / hr.
Construction Technician		86.00 / hr.
CAD Technician I		62.00 / hr.
CAD Technician II		75.00 / hr.
CAD Technician III		89.00 / hr.
CAD Technician IV		93.00 / hr.
Engineering Intern		52.00 / hr.
Secretary		54.00 / hr.
Project Accountant		54.00 / hr.
1-Man Survey Party	(Including Party Chief with Standard Equipment)	97.00 / hr.
1-Man Survey Party	(Including Party Chief with Robotic Total Station [RTS] and vehicle, equipment and materials)	132.00 / hr.
1-Man Survey Party	(Including Party Chief with Global Positioning System [GPS] and vehicle, equipment and materials)	154.00 / hr.
2-Man Survey Party	(with vehicle, equipment and materials)	158.00 / hr.
2-Man Survey Party	(Including Party Chief and Instrument Man with RTS and vehicle, equipment and materials)	188.00 / hr.
3-Man Survey Party	(with vehicle, equipment and materials)	200.00 / hr.
2-Man Survey Party	(Including Party Chief and Instrument Man with GPS and vehicle, equipment and materials)	210.00 / hr.
3-Man Survey Party	(Including Party Chief, Instrument Man and Rodman with GPS and vehicle, equipment and materials)	248.00 / hr.

II. STANDARD MATERIAL RATES

Printing (In-House)	\$ 0.26 / s.f.
Xeroxing (In-House)	0.10 / copy
Vellum	0.50 / s.f.
Sepia Mylar	1.85 / s.f.
Outside Services, Printing & Graphics	Cost + 10%
Transfer of Electronic Media (Per Occasion)	\$ 75.00 – 150.00
HP Color Exhibits (In-House)	1-2 \$5.00 / s.f.
	3+ \$4.00 / s.f.

The above Standard Rates are effective for services rendered during CEMCON, Ltd.'s fiscal year November 1, 2013 through October 31, 2014. For services rendered subsequent to October 31, 2014, these Standard Rates are subject to annual cost of living increases.



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EXHIBIT "A"

ENGINEERING SERVICES

GENERAL CONDITIONS

- 1. Engineer's Duties, Responsibilities, & Limitations on Authority**
- 2. Owner's Duties and Responsibilities**
- 3. Payments to Engineer**
- 4. Termination**
- 5. General and Protective Provisions**



GENERAL CONDITIONS

ARTICLE 1

Engineer's Duties, Responsibilities & Limitations on Authority

1.1 Engineer's Duties and Responsibilities

Engineer is Owner's independent consultant for the professional services to which this Agreement applies and the duties and responsibilities of Engineer thereunder shall inure to the benefit of Owner and no other party. Engineer shall not be considered a joint venture partner with Owner nor shall Engineer act or be construed as an agent or representative of Owner except in those limited cases where and those specific instances when Engineer has been assigned, and Engineer has consented to undertake the role of agent or representative of Owner under the written terms of this Agreement.

1.2 Limitations on Authority of Engineer

Engineer shall specifically not be responsible for supervising, directing, or otherwise controlling the activities of contractors, subcontractors, or service providers not engaged by Engineer nor shall Engineer be in charge of construction at the project site.

Those Construction Phase services described and performed by Engineer on behalf of Owner pursuant to this Agreement are for the purpose of providing Owner with the professional services, opinions and consultation of an experienced and qualified design professional with respect to the Project. Through construction staking and layout, construction site observations, and evaluation of the construction work, Engineer's efforts will be directed toward providing Owner with a greater degree of confidence that the completed work of contractor(s) will conform to the Contract Documents prepared by Engineer. It is understood and agreed by Owner that such Construction Phase services in no way constitute or imply a guarantee or warranty of serviceability of the contractors work or the services of others not engaged by Engineer.

Neither the professional activities of the Engineer nor the presence or absence of the Engineer or Engineer's employees and subconsultants at the Project site shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending or coordinating all portions of the construction work or for any safety precautions and programs incident thereto as required by the Contract Documents or those health and safety requirements imposed by any regulatory agencies. The Owner agrees that the Contractor is solely responsible for job site safety and Owner warrants that this intent shall be made evident in the Owner's agreement with any contractors engaged to perform construction work under the Contract Documents prepared by Engineer.



1.2 Representative

Upon execution of the Agreement, Engineer shall furnish to Owner, in writing, the name of an individual employed by Engineer, who shall be authorized to act on behalf of the Engineer in receiving instructions from Owner's duly authorized representative and to assume obligations on behalf of Engineer.

1.4 Coordination and Schedule

When requested, and when so advised and informed by Owner, Engineer shall endeavor to perform services in a character, sequence and in a time-frame that will compliment and be in concert with the project related efforts of other consultants retained by Owner.

1.5 Standard of Care

Engineer's work shall conform to the standards ordinarily exercised by members of the engineering profession practicing under similar conditions at the same time in the Chicagoland area. In providing the services hereinafter described, Engineer shall utilize duly licensed and experienced personnel qualified in the particular consulting disciplines involved and endeavor to incorporate value engineering considerations into design plans to the extent practical given regulatory requirements.

In those instances where Owner alleges a deficiency in the work of Engineer, Owner may request Engineer to make revisions, changes, modifications and/or corrections to improve the economy of the design or to make a value engineering assessment, and Engineer shall make all such revisions or assessments at no additional charge to Owner to the extent such revisions are consistent with good engineering practices and the ethical standards to which Engineer is bound by law. Should Owner request revisions, changes, modifications and/or corrections to design plans or documents prepared by Engineer which are later rejected by regulatory/review agencies, those subsequent changes and modifications to comport the technical submission back to the original design will be considered Additional Services.

1.6 Revisions

If a technical submission or document prepared by Engineer is later revised or modified, it shall be appropriately marked on or adjacent to the Title Sheet with the sequence, date, and subject of the revision or modification before further release or distribution.

1.7 Designs and Records

Engineer shall maintain design calculations and other technical data and correspondence in the Project file in legible and understandable form which file will be made available for review by Owner or copies of documents will be furnished to Owner at the cost of reproduction upon request.

1.8 Changes in Scope of Work

Owner, without invalidating the Contract, may make changes by altering, adding to, or deducting from, the Scope of Services set forth in this Agreement in which case the Fee and Project time-schedule stipulated in the Agreement shall be adjusted as mutually agreed upon between Owner and Engineer.

No changes in the Scope of Services or adjustments in the Fee and/or Schedule shall be effective unless reduced to writing and signed by both Owner and Engineer or their authorized representatives.

1.9 Additional Services and Reimbursable Expenses

Any additional services which fall outside the Scope of Services as delineated in the Agreement and which are requested in writing by Owner, shall be furnished by Engineer in the same manner and under the same conditions, except that such Additional Services shall be compensated by payment to the Engineer of an additional fee as stipulated in the Agreement.

Owner shall also reimburse Engineer for (i) Reimbursable Expenses incurred by Engineer as stipulated in the Agreement and for (ii) permit costs and other cash outlays not stipulated in the Agreement if such outlays were previously authorized in writing by Owner.

2.0 Opinions of Probable Cost

In providing opinions of probable construction cost, Owner understands that the Engineer has no control over costs, over the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided hereunder are made on the basis of the Engineer's qualifications, experience and general familiarity with the local construction industry. Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids recorded or actual costs incurred.



ARTICLE 2

Owner's Duties and Responsibilities

2.1 Information

Owner shall furnish or cause to be furnished to Engineer:

- (a) Input concerning design criteria, consisting of full information relative to Owner's requirements and intentions for the development of the project;
- (b) Surveys of property boundary, rights-of-way, easements, topography, soil exploration borings and reports, hydrographic surveys, laboratory tests and reports and/or other existing information reasonably required for Engineer's services; and
- (c) Prompt written notice to Engineer if, and to the extent that, Owner observes or otherwise becomes aware of conditions or events which might affect and cause changes to the Engineer's work, provided, however, that Owner shall be under no obligation or duty to observe or discover any such conditions or event

2.2 Reviews

Owner shall conduct reviews and give comments and/or approvals of studies, reports, sketches, estimates, specifications, drawings, and/or other instruments of service prepared by Engineer, and shall render decisions pertaining thereto in writing within a reasonable period of time so as not to delay Engineer's services. It is understood and agreed that such decisions and approvals shall not relieve Engineer of responsibility for the technical, functional and professional content of Engineer's instruments of service.

2.3 Representative

Owner shall designate in writing a person to act as Owner's representative with respect to this Agreement. This person shall have complete authority to transmit instructions, to receive information, to interpret and define Owner's intentions, and to make decisions on behalf of Owner with respect to Engineer's services.



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2.4 Indemnification

Owner shall require construction contractors who implement the Contract Documents prepared by Engineer to indemnify, defend, and to provide insurance certificates naming Engineer as additional insured while the construction work is in progress in the same manner and to the same extent that Owner is likewise protected and insured under the terms of the construction contract.

2.5 Notifications

Owner shall notify Engineer in writing of any delay, suspension or other changes to Engineer's schedule of services. Owner shall give timely notice to Engineer of the date, time and place of meetings, conferences, and other events which require Engineer's attendance.

2.6 Permits/Approvals

Owner shall execute the various permit applications and pay the requisite review and inspection fees to obtain permits from governmental authority and regulatory agencies having jurisdiction over the Project and to obtain such approvals and consents from other parties as may be necessary for completion of the Project.

2.7 Unauthorized Changes

In the event the Owner authorizes, consents to, or approves of changes to the instruments of service prepared by Engineer or directs the construction work of contractors to be changed in a manner that is knowingly inconsistent with the Construction Documents, and those changes are not approved in writing by the Engineer, Owner recognizes that such changes and the construction work resulting therefrom are not the responsibility of the Engineer. Therefore, Owner agrees to release the Engineer from any liability arising out of such deviations in the instruments of service or the resultant construction changes. In addition, Owner agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of Engineer.



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ARTICLE 3

Payments to Engineer

3.1 Invoices For Fees and Expenses

Engineer shall render invoices and requests for payment of fees and expenses to Owner in a form approved or accepted by Owner on or before the first day of each month during the term of this Agreement. If applicable, invoices shall also include a detailed statement of Reimbursable Expenses incurred and a separate statement of Additional Services performed by Engineer during the preceding period.

3.2 Payment of Fees and Expenses

Owner will review and process requests for payment of fees and expenses within ten (10) days of receipt thereof and Owner shall issue full payment for fees and expenses within thirty (30) calendar days of receipt of invoice. Should any portion of the pay request be disputed by Owner, only that portion in dispute may be withheld such that the balance of the pay request for payment of fees and expenses is paid within the thirty (30) day payment period. Owner shall notify Engineer within ten (10) days when any portion of a request for payment of fees and expenses is disputed and shall cite the contractual basis for that dispute. Engineer and Owner shall then make reasonable efforts to resolve the dispute and/or to cure any of the contractual deficiencies that are perceived to form the basis of the dispute so that payment of that portion of the fees and expenses in dispute is not delayed beyond the subsequent billing and payment cycle. If Owner fails to pay Engineer on account of his services and expenses within sixty (60) days after receipt and acceptance of Engineer's invoice, Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement until all outstanding invoices have been paid in full.

3.3 Suspension of Work

Owner shall have the right to direct Engineer to suspend his work under this Agreement in whole or in part by giving written notice to Engineer. In this event, Engineer shall be paid for all services performed and reimbursable expenses incurred prior to written notice by Owner. If the Project is resumed after being suspended for more than six (6) months, Engineer's fee shall be subject to renegotiation.



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ARTICLE 4

Termination

This Agreement may be terminated by Owner at its sole discretion and without cause upon seven (7) days written notice. In addition, this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In the event of termination hereunder, Engineer shall be fully paid for services actually performed to the date of termination

ARTICLE 5

General and Protective Provisions

5.1 Indemnification

To the extent of their respective insurance coverages and as provided by public policy, Owner and Engineer shall and hereby do mutually indemnify and hold harmless each other from and against any and all liabilities, obligations, claims, demands, fines, penalties, sums, losses, damages, costs, fees and expenses, including but not limited to, reasonable attorneys' and accountants' fees, which Owner or Engineer may incur, which they may suffer or be required to pay, or which may be asserted against the Owner or Engineer, directly related to and in connection with the events or occurrences set forth below occasioned by the sole negligence of either Owner or Engineer, their respective employees, representatives or agents, including such acts of Owner and Engineer as may constitute negligent, willful, reckless or intentional conduct arising out of, related to or in connection with the Project to wit:

- (a) Any violation of any law, ordinance or administrative rule or regulation;
- (b) Any accident or other occurrence causing injury or death to any person or persons or any damage to property;
- (c) Any breach or other failure of the parties hereto, their agents and employees to comply with or perform any provision or conditions of this Agreement;
- (d) Errors, omissions or negligent acts arising out of or in connection with the performance of professional services.



5.2 Insurance

Engineer shall procure and maintain with reputable insurance carriers during the term of this Agreement the types of policies and insurance coverage amounts set forth below:

- (a) General Public Liability and Property Damage Insurance, limits of liability of not less than One (1) Million Dollars (\$1,000,000) combined Single Limit with respect to any personal injury, sickness, disease or death of one or more persons and with respect to damage or injury to or destruction of property in any one occurrence;
- (b) Workmen's Compensation and Employers Liability Insurance of not less than One (1) Million Dollars (\$1,000,000);
- (c) Professional Liability Insurance of not less than One (1) Million Dollars (\$1,000,000) Combined Single Limit.
- (d) Automobile Liability Insurance with limits of liability of not less than One (1) Million Dollars (\$1,000,000) with respect to any personal injury, sickness, disease or death of one or more persons and with respect to damage or injury to or destruction of property in any occurrence, covering owned, non-owned and hired vehicles.
- (e) Umbrella Liability with limits of not less than Five (5) Million Dollars (\$5,000,000) providing coverage above and beyond the policies described in paragraphs (a), (b) and (d) above.

5.3 Transfer of Electronic Media/Use of Documents by Owner/Owner's License

It is understood and acknowledged by Owner and Engineer that all documents including Contract Documents, Site Development Plans and Specifications, Reports and Technical Analyses prepared and/or furnished by Engineer pursuant to this Agreement are Instruments of Services in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without specific written verification or adaptation by Engineer will be at the Owner's sole risk and without liability of legal exposure to Engineer, and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptations will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

Engineer's Instruments of Service hereunder comprise the printed hard copy of the Contract Documents including Site Development Plans and Specifications and other technical documents issued for the Project whereas the electronic media, including CADD files, are tools for the preparation of those Instruments of Service. These Instruments of Service may, and almost invariably will, undergo changes and modifications over the course of the Project. Any adaptation or use of the electronic media depiction of Engineer's Instruments of Service must, therefore, be undertaken advisedly and in an appropriate manner so that obsolete versions of the Instruments of Service are not disseminated and inadvertently used by third party



designees in the preparation of other documents. Furthermore, Owner shall not use or cause to be used any electronic media transmitted pursuant hereto in a manner that would compromise the Standard of Care in the practice of Professional Engineering or Professional Land Surveying or abridge the Professional Engineer's or Professional Land Surveyor's Act.

When requested and as a convenience to Owner, Engineer shall furnish both printed hard copies and electronic media versions of the Instruments of Service. The electronic media version will be furnished without guarantee of compatibility with Owner's or third party designees software or hardware and Engineer makes no representation and assumes no duty to assure the electronic media so imported are suitable for the uses and purposes intended by Owner or third party designees. Engineer's sole responsibility for the electronic media is to furnish a replacement for defective diskettes within thirty (30) days after delivery to Owner or third party designees, if requested by Owner. Since Engineer has no practical means of monitoring or controlling the nature or content of the extraneous documents prepared by Owner or third party designees or the dissemination of such extraneous documents to other parties based on the electronic media transmitted, Engineer assumes no responsibility and no liability for the content of such extraneous documents or the manner in which they are interpreted and used. Furthermore, Engineer shall not be responsible or assume any contractual duty to inform Owner or third party designees of the nature of any subsequent changes to the electronic media or the extent to which these subsequent changes to the Instruments of Service may affect such extraneous documents.

As Instruments of Service, Engineer retains ownership of both the printed hard copy and the electronic media. Owner is hereby granted a License for the use thereof but only in the operation and maintenance of the Project. Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, by machine error, by environmental factors, or by operators, and because there are a number of inappropriate and improper uses and purposes including the acquisition of theoretical coordinates from the information contained thereon, it is agreed that Owner shall indemnify, defend, and save harmless the Engineer and Engineer's consultants and their officers and employees from and against any and all claims, liabilities, damages, losses and costs, including but not limited to costs of defense, arising out of any changes or modifications to the data in the form of electronic media transmitted to Owner or released to third party designees by Owner or for any extraneous uses of the electronic media and printed hard copy Instruments of Service that fall outside of the terms of the License granted hereby.

The formal submittal of Engineer's Instruments of Service by Owner to the municipality, to the I.E.P.A., to the various utility companies, to contractors during the bidding process, and to other third party designees of Owner entails the production of numerous prints and reproducible mylar copies and often the production and transmittal of electronic media which must include the archiving of a hard copy of the Instruments of Service each time the electronic media version is transmitted. It is expressly agreed by Owner that the expense of such printing and reproduction as well as the costs incurred by Engineer in the transfer of the electronic media version and the archiving of a hard copy on behalf of Owner shall be reimbursed to Engineer by Owner at the hourly or material rates set forth in this Agreement. Such reimbursable expenses and costs will be itemized and detailed on each Invoice and Request for Fees and Expenses issued by Engineer and shall be paid by Owner in accordance with the procedures established in this Agreement.



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5.5 Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

5.6 Assignment

Except as otherwise expressly provided, this Agreement shall be binding upon and inure to the benefit of Owner and Engineer and their respective agents, employees, beneficiaries, partners, executors, administrators, heirs, successors and assigns. Except as stated in this Agreement, no party shall transfer or assign any interest in this Agreement without the prior written consent of the other party.

5.7 Survival

In the event that any part or provision of this Agreement shall be declared invalid by the final unappealable order, decree or judgment of any Court of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby and all such remaining provisions shall remain in full force and effect provided that the balance of the provisions can be reasonably construed together without the portions so invalidated.

5.8 Completeness

This Agreement together with any exhibits constitutes the entire agreement between Owner and Engineer with respect to the professional services to be rendered and the payments made thereunder. This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, of any kind whatsoever relating to the Project.

5.9 Amendments

This Agreement may not be orally amended, modified or discharged in whole or in part. No written amendment to this Agreement may be enforced against either party unless such amendment shall have been signed by each party. No course of dealing between the parties hereto shall be deemed effective to modify, amend or discharge any part of the Agreement or of any rights or obligations of either party hereunder.



RESOLUTION

VILLAGE OF GILBERTS

A Resolution authorizing an agreement between the Village of Gilberts and Signature Design Group to provide professional services for the design of Gilberts Town Center Regional Park

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 professional service agreement between the Village of Gilberts and Signature Design Group and such documents as are necessary and convenient to effectuate the professional service agreement to provide services for design of Gilberts Town Center Regional Park 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 _____, 2014 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
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 February, 2014

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

4 FEBRUARY 2014



MR. RAY KELLER, VILLAGE ADMINISTRATOR
VILLAGE OF GILBERTS
87 GALLIGAN RD.
GILBERT, IL 60136

Land Planning
Landscape Architecture
Environmental Site Design

RE: GTC Community Park - Gilberts, IL
Proposal No: S.24004

Dear Ray:

Signature Design Group, Inc. is pleased to submit the following proposal for Landscape Architectural Services on the above referenced project. The following is a summary of our services and fees.

PROJECT UNDERSTANDING:

We understand the Village of Gilberts wants to proceed with Phase 1 of the Community Park Construction. Included in this phase will be mass grading the entire site, and installation of a parking lot (gravel), playground, splash park and one baseball field.

CEMCON will be the project engineer and project manager. Construction is planned for Summer 2014, and fields ready for play by Summer 2015.

SCOPE OF DESIGN SERVICES:

A. Master Plan Phase

- Review all past studies, base information and topography
- Site inspection and photo documentation
- Evaluate current use / phasing plan requested by the Village
- Revise existing site Master Plan
- Present to Village Staff - revise once if required.

B. Mass Grading Plan

- Establish design grading criteria for CEMCON - sports fields & amenities
- Prepare conceptual grading plan for CEMCON
- Layout proposed trail corridor

C. Final Design & Construction Details

1. Pony Baseball Field
2. Playground Area & Containment
3. Concession / Restroom Building - we will recommend a site location only and integrate the building into the site plan. Final design, utilities and construction details - by others.
4. Splash Park - we will recommend a site location only, and integrate the splash park into the site plan. We will assist the Village find a D/B splash park Contractor for this work.
5. Turf establishment - we will prepare the necessary seed mixes and specifications for turf establishment (Full Site)
6. Landscaping / Plant Material - not included in our Scope at this time. If the Village wants to Landscape the site we will be happy to provide these services at an additional fee.

SCOPE OF DESIGN SERVICES (continued):

D. Project Coordination / Meetings

- Assumes 2 design coordination meetings at CEMCON and 2 meetings with Village staff and /or Board in Gilberts

E. Bid Phase Services

- We will prepare final quantity take-offs and bid forms for competitive bidding.
- We will coordinate our plan set with CEMCON
- Attend pre-bid conference. Answer questions and respond to RFI's.
- Review bids - make recommendation (our scope of work)

Note: Assumes final project manual assembly, boiler-plate information and public bid administration - by others

F. Construction Phase Services

- Attend pre-construction meeting
- Provide periodic site inspection (assumes 2)
 - Final site inspection and punch list prep
 - Final follow-up inspection and certification

FEE SCHEDULE:

Our fee schedule for the above referenced services will be as follows:

A. Master Plan Phase	\$ 1100.00
B. Mass Grading Plan	\$ 2420.00
C. Final Design & Construction Details	\$ 11,500.00
D. Project Coordination / Meetings	\$ 1440.00
E. Bid Phase Services	\$ 1210.00
F. Construction Phase Services	\$ 2050.00
	TOTAL \$ 19,720.00

Our base fees include one revision to address any changes / modifications required by Village Review.

Any additional drawings, color renderings, meeting attendance or project management requested would be billed on an hourly basis upon the following 2014 rate schedule:

Principal	\$165.00 / Hour
Sr. Landscape Architect / Project Manager	\$110.00 / Hour
Landscape Architect Associate	\$ 95.00 / Hour
CADD Draftsman / Designer	\$ 85.00 / Hour
Word Processing	\$ 65.00 / Hour
Clerical	\$ 50.00 / Hour

* Direct expenses incurred (printing, reproduction, messengers, postage etc.) will be billed at cost plus 10 %.

FEE SCHEDULE (continued):

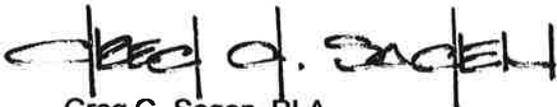
- * Invoices will be billed monthly based on a percentage of the work complete – plus any reimbursables for the period.
- * Payment is due within 30 days of invoice date.

TIME SCHEDULE:

Upon your authorization to proceed, and receipt of the base information, we will be able to start our work immediately and complete our services to meet your timeline

Ray, thank you for your continued consideration of **Signature Design Group, Inc.** and I look forward to working with you again on this project. Should you have any questions, please do not hesitate to give me a call.

Sincerely,
Signature Design Group, Inc.



Greg G. Sagen, RLA
Principal

ACCEPTED BY: _____

TITLE: _____ DATE: _____

COMPANY: _____ PHONE: _____