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 23-14

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator RK

DATE: April 4, 2014

RE: Special Village Board Meeting – April 8, 2014

The following summary discusses the agenda items for the special Village Board meeting scheduled for April 8, 2014:

1. **CALL TO ORDER**

2. **ROLL CALL / ESTABLISH QUORUM**

3. **PRESENTATION**
   A. **YMCA Program Update**
   Ms. Jennifer Alberts will review last year's participation and preview this year's YMCA programs.

4. **ITEMS FOR APPROVAL**
   A. **Motion to approve Resolution 10-2014, a Resolution authorizing an Private Reimbursement agreement between the Village of Gilberts and Intra Soccer LLC**
   Approval of the agreement with Intra Soccer LLC would establish a mechanism for reimbursing the Village for its costs of providing police services to address alcohol-related disturbances. As Mr. Andy Schcolnik advanced his Kane County petition to rezone the property to allow a restaurant with liquor sales, he agreed to reimburse the Village for alcohol-related police calls. The reimbursement will be for the Village's actual labor and vehicle costs, not less than $750 per incident.

   As Kane County rejected the preferred intergovernmental agreement to establish a reimbursement mechanism, Staff recommend approval of the private agreement with Intra Soccer LLC. Action on this item was tabled from the March 18 meeting to the April 8 meeting, as the Kane County Board is expected to act on Intra Soccer LLC's rezoning petition at their meeting earlier in the day on April 8. Please contact me with any questions.

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

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

B. A Motion to approve Resolution 13-2014, a Resolution approving the release of Prairie Business Park Subdivision Performance Bond

Staff recommend approval of the resolution releasing the $276,100.00 bond posted by J.S. Riemer Inc. for the final road surfaces in the Riemer Industrial Park, which was completed through Phase I of the Prairie Business Park. Village Engineer Bill Blecke from Baxter & Woodman verified that the work was satisfactorily completed and the lien waivers are in order. This release does not require a maintenance bond, as the work was also covered by the current performance bond for the public improvements for Prairie Business Park. That bond remains in place until released by the Village, at which time all of the public improvements will be covered by a new maintenance bond. Please contact me or Village Engineer Bill Blecke if any supplemental information will be needed prior to the meeting.

5. ITEMS FOR DISCUSSION

A. Minutes from the April 1, 2014 Village Board Meeting

Please review the enclosed minutes from the Village Board meeting on April 1. Staff recommend approval. Unless directed otherwise, this item will be added to the Consent Agenda for the April 15 meeting.

B. March 2014 Treasurer's Report

Finance Director Marlene Blocker has prepared the Treasurer's report for March 2014, which is enclosed for your review. Please contact me or Finance Director Blocker if you have any questions or need more detailed information. Staff recommend approval. Unless otherwise directed, this item will be added to the Consent Agenda for the April 15 meeting.

C. Resolution 14-2014, a Resolution authorizing an agreement between the Village of Gilberts and Lauterbach & Amen, LLP to provide professional audit services

Approval of this resolution would authorize an agreement with Lauterbach & Amen LLP to complete the comprehensive annual financial reports (CAFRs) for Fiscal Years 2015, 2016 and 2017. Lauterbach offered the three-year extension of their current services with an annual fee of $18,060. The fee and scope of services includes the TIF reports and Certificates of Achievement that the Village requires from its auditor. Staff recommend approval. Unless otherwise directed, this item will be added to the Consent Agenda for the April 15 meeting.

D. Resolution 15-2014, a Resolution authorizing the approval of the CY 2014 Recreation Programming Agreement with the Prairie Valley Family YMCA

Approval of the resolution would continue the Village's partnership with the Prairie Valley Family YMCA for annual sports and recreation programming for calendar year 2014. The YMCA will continue to offer youth baseball, soccer, flag football and day camp as they have for the past seven years. The YMCA will continue to line and weed the baseball fields for games during their regular seasons, as well as prepare the soccer fields for games and practices. They are aware of the planned work at Town Center Park and will schedule around the construction. Staff recommend approval. Unless otherwise directed, this item will be added to the Consent Agenda for the April 15 meeting. Please contact Village Clerk Debra Meadows with any questions.

E. Resolution 16-2014, a Resolution authorizing the approval of the CY 2014 Recreation Programming Agreement with the Gilberts Grizzlies

Approval of the resolution continues the Village's arrangement for football field use by the Gilberts Grizzlies for calendar year 2014. The Grizzlies may reserve the football field at Town Center Park for weekday practices. They are aware of the planned work at the park and will schedule around it. When construction starts, the Village will have the porta-potties moved from Town Center Park to the football field at Gilberts Elementary School for their use during practices. Staff recommend approval. Unless otherwise directed, this item will be added to the Consent Agenda for the April 15 meeting. Please contact Village Clerk Debra Meadows with any questions.

F. Resolution 17-2014, a Resolution authorizing the approval of the CY 2014 Recreation Programming Agreement with the Gilberts Pirates 9U Travel Baseball Team

Approval of the resolution approves an agreement with the Pirates 9U Travel Baseball Team, which will reserve the Memorial Park baseball field for their practices and games for the dates through July 9, as listed in the attached schedule. The Village agrees to provide infield sand and regular mowing/maintenance, with the Pirates Team lining the fields and maintaining the base paths during their season. Staff recommend approval. Unless otherwise directed, this item will be added to the Consent Agenda for the April 15 meeting. Please contact Village Clerk Debra Meadows with any questions.

G. Resolution 18-2014, a Resolution authorizing an intergovernmental agreement between the Village of Gilberts and the Rutland Dundee Township Fire Protection District for a shared paramedic-police officer

Approval of this intergovernmental agreement establishes the hospital protocols for Village police officers who are also paramedic/firefighters. Part-time police officer Michael Lorkowski is a licensed paramedic/firefighter, who must be affiliated with a local EMS provider to allow him to act as a paramedic while on duty as a police officer. The agreement establishes the required relationship between the Village and the Rutland-Dundee Fire Protection District so that Officer Lorkowski may perform paramedic functions while on duty for the Village. The agreement sets forth the training and operating expectations for the officer's actions while providing paramedic assistance. Staff recommend approval. Unless otherwise directed, this item will be added to the Consent Agenda for the April 15 meeting. Please contact me or Police Chief Lou Rossi with any questions.

H. Resolution 19-2014, a Resolution authorizing an intergovernmental agreement between the Village of Gilberts and the Illinois Law Enforcement Alarm System (ILEAS) for Mutual Aid Assistance

Approval of this resolution renews the Village's mutual aid agreement with the Illinois Law Enforcement Alarm System (ILEAS). The agreement sets forth the terms for contributing or receiving law enforcement assistance to or from another community. The new agreement makes updates to its governance, most notably adding a provision for future amendments to the agreement without requiring a new agreement. Staff recommend approval. Unless otherwise directed, this item will be added to the Consent Agenda for the April 15 meeting. Please contact me or Police Chief Lou Rossi with any questions.

I. **Resolution 20-2014, a Resolution authorizing an extension to an intergovernmental agreement between the Village of Gilberts and Kane County for Animal Control Services**
Approval of this resolution triggers a one-year extension of the current agreement with Kane County for animal control services, which expires on July 1. The extension keeps in place the current fee structure, which is outlined in the attached Exhibit A. The Police Department is not a frequent user of the County's services, but the extension maintains the agreement should their services be needed in the future. Staff recommend approval. Unless otherwise directed, this item will be added to the Consent Agenda for the April 15 meeting. Please contact me or Police Chief Lou Rossi with any questions.

6. **STAFF REPORTS**
Staff will provide any updates at the meeting.

7. **BOARD OF TRUSTEES REPORTS**

8. **PRESIDENT'S REPORT**

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

10. **ADJOURNMENT**

VILLAGE OF GILBERTS
SPECIAL BOARD MEETING
MEETING AGENDA
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
April 8, 2014
AGENDA
7:00 P.M.

ORDER OF BUSINESS

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

2. **ROLL CALL / ESTABLISH QUORUM**

3. **PRESENTATIONS**
   A. YMCA-Program Update

4. **ITEM FOR APPROVAL**
   A. A Motion to approve Resolution 10-2014, a Resolution authorizing an Private Reimbursement agreement between the Village of Gilberts and Intra Soccer LLC
   B. A Motion to approve Resolution 13-2014, a Resolution approving the release of Prairie Business Park Subdivision Performance Bond

5. **ITEMS FOR DISCUSSION**
   A. Minutes from the April 1, 2014 Village Board Meeting
   B. March 2014 Treasurer's Report
   C. Resolution 14-2014, a Resolution authorizing an agreement between the Village of Gilberts and Lauterbach & Amen, LLP to provide professional audit services
   D. Resolution 15-2014, a Resolution approving a CY-2014 Recreational Programming Agreement with the Prairie Valley Family YMCA
   E. Resolution 16-2014, a Resolution approving a CY-2014 Recreational Programming Agreement with the Gilberts Grizzlies
   F. Resolution 17-2014, a Resolution approving a CY-2014 Recreational Programming Agreement with the Gilberts Pirates 9U Travel Baseball Team
   G. Resolution 18-2014, a Resolution authorizing an intergovernmental agreement between the Village of Gilberts and the Rutland Dundee Township Fire Protection District for a shared paramedic-police officer
   H. Resolution 19-2014, a Resolution authorizing an intergovernmental agreement between the Village of Gilberts and the Illinois Law Enforcement Alarm System (ILEAS) for Mutual Aid Assistance
   I. Resolution 20-2014, a Resolution authorizing an extension to an intergovernmental agreement between the Village of Gilberts and Kane County for Animal Control Services

6. **STAFF REPORTS**

7. **BOARD OF TRUSTEES REPORTS**

8. **PRESIDENT'S REPORT**

9. **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.

10. 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."

Resolution No. 10 -2014

RESOLUTION

VILLAGE OF GILBERTS

A Resolution authorizing an Private Reimbursement agreement between the Village of Gilberts and Intra Soccer LLC

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 Private Reimbursement Agreement between the Village of Gilberts and Intra Soccer LLC and such documents as are necessary and convenient to effectuate the private reimbursement agreement to provide for reimbursement of police services 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 18th day of March, 2014 by a roll call vote as follows:

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

APPROVED THIS 18th DAY OF March, 2014

SEAL OF THE VILLAGE OF GILBERTS INCORPORATED 1890 ILLINOIS (SEAL)

_____
Village President, Rick Zirk

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("**Agreement**") is made and entered into this ___ day of _____, 2014, by and between INTRA SOCCER, LLC, an Illinois limited liability company (**Intra Soccer**"), and the VILLAGE OF GILBERTS, an Illinois municipal corporation (the "**Village**"). Intra Soccer and the Village are hereinafter sometimes individually referred to as a "**Party**" or collectively as the "**Parties**".

RECITALS

WHEREAS, Intra Soccer is tenant of that certain commercial property commonly known as 37W950 Mason Road, Elgin, Illinois and legally described on **Exhibit A** attached hereto (the "**Subject Property**"), which is situated in the unincorporated portion of Kane County, Illiinois but adjacent to the Village; and

WHEREAS, Intra Soccer has requested of the County of Kane ("**County**") by way of a petition (the "**Zoning Petition**") to grant planned development zoning for the Subject Property ("**B2-PUD**") so that Intra Soccer, as the operator of certain business activities therein, may be eligible to procure a liquor license and serve alcoholic beverages at the Subject Property (the "**Planned Development Zoning**"); and

WHEREAS, because of its proximity to the Subject Property, it has historically been the case that when police emergencies have occurred at the Subject Property, the Kane County Sheriff ("**Sheriff**"), under an existing mutual aid agreement between the Sheriff and the Village, has often called (and will likely continue to call) the Village and asked that the Village dispatch its police vehicles to act as a first responder at the Subject Property (hereinafter an "**Extraterritorial Village Police Response**"). Each such Extraterritorial Village Police Response is costly to the Village; and

WHEREAS, the Village has concerns that the if liquor is allowed to be served at the Subject Property, the Village police department may become involved in an increased number of Extraterritorial Village Police Responses, to its financial detriment; and

WHEREAS, because of the unique proximity of the Village (and its police force) to the Subject Property and the unique impact that Extraterritorial Village Police Responses have upon the Village, the Parties believe that it is reasonable for Intra Soccer to agree to the terms and provisions of this Agreement; and

WHEREAS, Intra Soccer, and the Village may each lawfully enter into this Agreement.

CONSIDERATION AND AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each Party to the other, the Parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION OF RECITALS

1.1. The foregoing recitals are incorporated herein by reference as though fully set forth.

II. AGREEMENT TO REIMBURSE THE VILLAGE FOR COSTS PERTAINING TO CERTAIN EXTRATERRITORIAL VILLAGE POLICE RESPONSES

2.1 Intra Soccer hereby covenants and agrees that it shall pay to the Village the greater of (i) its actual costs (as determined in accordance with **Exhibit B** attached hereto) or (ii) the sum of Seven Hundred Fifty Dollars ($750) for each Extraterritorial Village Police Response made by the Village police force to the Subject Property at the request of the Sheriff to deal with a disturbance at the Subject Property that has arisen from the service of alcohol on the Subject Property (an "**Alcohol-Related Disturbance**", with such payment being referred to as an "**Extraterritorial Response Cost Reimbursement**").

2.2 Each such Extraterritorial Response Cost Reimbursement shall be paid by Intra Soccer to the Village within 30 days of date of invoice (which invoice shall detail the date and time of the Extraterritorial Village Police Response giving rise to the invoice for the Extraterritorial Response Cost Reimbursement). Subject to the provisions of Section 2.3 below, failure to make such payment which continues for more than fourteen (14) days following written notice thereof by the Village to Intra Soccer shall constitute an "**Event of Default**" by Intra Soccer hereunder, and shall entitle the Village to recover such unpaid sums, together interest thereon at the then-current prime rate of interest (as published an announced by the Wall Street Journal) plus five percent (5%), together with reasonable attorney's fees and court costs, by way of an action at law in the Circuit Court of Kane County, Illinois.

2.3 In the event that Intra Soccer contests, in good faith, the legitimacy of any invoice from the Village seeking Extraterritorial Response Cost Reimbursement, Intra Soccer shall not be deemed to be in default hereunder so long as it acts diligently and in good faith to (i) meet with Village staff and / or the corporate authorities of the Village to determine the circumstances and, where appropriate, to present information contesting the legitimacy of any such asserted charge and / or (ii) to otherwise seek declaratory relief from any such contested charges in court.

III. GENERAL PROVISIONS

3.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.2 Each Party hereto represents to the other that it has full knowledge as to all material matters bearing on the respective positions and obligations that are addressed by this Agreement and acknowledges the reliance of the other Party on the representations and undertakings set forth herein in entering into this Agreement.

3.3 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall not be modified except with the written consent of all of the Parties hereto.

3.4 No Party shall be under any obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except as otherwise expressly provided herein, the failure of any Party to exercise at any time any such right shall not be deemed or construed a waiver thereof, nor shall such failure void or adversely affect such Party's right to enforce such right or any other right. However, nothing contained in this paragraph shall relieve any Party of its obligations hereunder.

3.5 Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

3.6 This Agreement is and shall be deemed and construed to be the joint and collective work product of Parties hereto and, as such, this Agreement shall not be construed against either Party, as the otherwise purported drafter of same, by any court of competent jurisdiction and order resolving any inconsistency, any ambiguity, vagueness of conflict in the terms or provisions, if any, contained herein.

3.7 This Agreement shall be enforceable in the Circuit Court of Kane County, Illinois by any of the Parties, by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected by such determination, and in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

3.8 This Agreement may be executed in multiple counterparts, all of which, together, shall constitute one and the same agreement.

3.9 No Party shall be deemed to be in breach of its obligations hereunder unless (i)

written notice of the alleged breach is first given to such Party allegedly in default (the "**Defaulting Party**") and (ii) the Defaulting Party fails to correct such alleged breach within thirty (30) days of the date of such notice. The Parties recognize that the conveyances, easement grants and easement amendments herein provided for are unique property rights and that no adequate remedy at law would be available should a Party hereto breach its obligations with regard to the conveyance or granting of same. As such, the Parties stipulate and agree that any such obligation to covey land, grant an easement or amend any existing easement as herein provided shall be specifically enforceable in a court of competent jurisdiction, and all Parties waive any requirement for the posting of any bond in any such proceeding.

3.10 Miscellaneous:

(a) Authority. The Parties hereto have read and reviewed the terms of this Reimbursement Agreement and by their signature as affixed below represent that the signing Party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.

(b) Interpretation. This Agreement shall be construed, and the rights and obligations of the Village and Intra Soccer hereunder shall be determined in accordance with the laws of the State of Illinois without reference to its conflict of laws rules.

(c) Relationship of the Parties. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the Parties hereto.

(d) Specific Enforcement. Because of the unique property rights and municipal services to be conveyed and created hereunder, the Parties stipulate and agree that in the event of a breach by any Party of its covenants or obligations hereunder, the other Parties shall have the right to obtain an order of court, in the nature of a mandatory injunction, without bond, compelling the Party in default to perform its obligations hereunder.

(e) No Waiver. The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by any Party shall be valid or binding on such Party unless it is in writing and signed by such Party, and then only to the extent therein set forth.

(f) Remedies Cumulative. Unless expressly provided otherwise herein, the rights and remedies of the Village and Intra Soccer provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of the Village and Intra Soccer and may be exercised as often as occasion therefor shall arise.

(g) Notices. Notices or other writings which any Party is required to or may wish to serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered (i) personally (ii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) served by facsimile transmission during regular business hours; addressed as follows:

If to the Village:

Village of Gilberts
73 Industrial Drive
Gilberts, Illinois 60136
Attention: Village Clerk
Facsimile: 847428-2955

If to Intra Soccer:

Intra Soccer, LLC
Attn: Andres Schcolnik
2035 W. Giddings
Chicago, IL 60625
Facsimile: 773-784-3141

With a copy to:
Peter C. Bazos, Esq.,
Bazos, Freeman, Kramer, Schuster & Braithwaite, LLC
1250 Larkin Ave., Suite 100
Elgin, Illinois 60123
Facsimile: 847-742-9777

or to such other address as any Party may from time to time designate in a written notice to the other Party.

(h) Time. Time is of the essence of this Agreement.

(i) Contingent. This Agreement shall have no force or effect unless the County approves the Zoning Petition and issues to Intra Soccer the liquor license(s) it requests, neither of which acts the County is obligated to do.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have entered into and executed this Agreement on the date and year first written above.

INTRA SOCCER
an Illinois limited liability company
By: _____
Name: Andres Scheolnik
Title: a Manager

Date executed: March 5th, 2014

VILLAGE OF GILBERTS
an Illinois municipal corporation

By: _____
Rick Zirk, President

Attest:

_____
Debra Meadows, Village Clerk

Date executed: _____, 2014

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT B
CALCULATION OF EXTRATERRITORIAL RESPONSE COST

The cost of an extraterritorial response shall be calculated as 160% of the actual cost of wages (inclusive of overhead costs (i.e. payroll taxes, pension, capital costs) of the police officer(s) responding to the incident, securing the site, apprehension/custody of charged individual(s) and/or evidence from the incident and prosecution/court costs, as applicable.

Resolution No. 13 -2014

RESOLUTION

VILLAGE OF GILBERTS

A Resolution approving the release of Prairie Business Park Subdivision Performance Bond

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 the release of Prairie Business Park Subdivision Performance Bond 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:

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

APPROVED THIS _____ DAY OF_____, 2014

_____
Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

8678 Ridgefield Road
Crystal Lake, IL 60012
815.459.1260
815.455.0450
www.baxterwoodman.com
info@baxterwoodman.com

BAXTER & WOODMAN Consulting Engineers

Memo

To: Ray Keller, Village Administrator

Village of Gilberts

From: Bill Blecke

Date: March 20, 3014 **Project No.: 120532.80**

Subject: Gilberts – Prairie Business Park – Riemer Industrial Park Pavement Surface Course Bond Release

Ray;

We have reviewed the submitted request dated March 3, 2014 from Jeff Possin along with supporting waivers of lien from contractors for verification of payment for the Surface Course installation by Interstate Partners LLC of Phase I of the Prairie Business Park (formerly the Riemer Industrial Park). We recommend that the International Fidelity Insurance Company Subdivision Bond No. 0424384 in the amount of $276,100.00 can be released.

The request for release of the Bond is based on the work completed and verified by the waivers reviewed in the amount of $336,955.00.

It should be noted that the release of Bond 0424384 does not impact the current Prairie Business Park Subdivision Performance Bond #0615388 held by the Village that guarantees completion of public improvements.

Bill Blecke

Interstate Partners LLC

2860 Galvin Drive • Elgin, IL 60124 • Tel: 847-428-5303 • Fax: 847-428-5342 • www.interstatepartners.com

March 3, 2014

Ray Keller, ICMA-CM, AICP
Village Administrator
Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

RE: Bond Reduction Subdivision Bond No. 0424384

Ray:

This letter shall serve as our request to fully reduce the Subdivision Bond No. 0424384 (the "Bond"). As of the date of this letter, all of the Improvements per the Bond have been completed and paid in full. Enclosed with this letter are the following items for your review:

- Final Lien Waivers Scurto Cement Construction, LTD;
- A copy of Subdivision Bond No. 0424384; and
- A copy of the Contract between Scurto Cement Construction, LTD and Prairie Business Park TIF JV LLC;

Your prompt attention to this matter is greatly appreciated.

Regards,

Jeffrey Possin
Interstate Partners LLC

cc: John Swedberg
William Blecke

ORIGINAL

SUBDIVISION BOND

Bond No. 0424384

Amount: $213,100.00

KNOW ALL MEN BY THESE PRESENTS, that we, ***J. S. Riemer, Inc.*** of the City of Elgin, Illinois, Principal, and ***International Fidelity Insurance Company***, ("Surety") as Surety, are held and firmly bound unto the ***Village of Gilberts***, Illinois (hereinafter called "Obligee") in the penal sum of Two Hundred Thirteen Thousand One Hundred Dollars ($213,100.00), for the payment of which well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and our signatures set forth below.

WHEREAS, the above bounded Principal has entered into a certain Subdivision Agreement with the Obligee dated the 7th day of August of 2002 to complete in a good and workmanlike manner all public improvements and Municipal Services as set forth in the said Agreement in respect of a Subdivision in "Riemer Centre Industrial Park and Office Research Centre Subdivision Unit No. 1" Gilberts, IL, which by reference hereto is made a part hereof as fully and to all intents and purposes as though recited in full herein. In the event that the condition of property must be restored pursuant to Village of Gilberts Resolution No. 00-02R, the Principal and Surety are bound to do so. This bond relates to water main work, paving work and grading and landscaping work.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounded Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said agreement set forth as specified to be and by the said Principal kept done, and performed at the time and in the manner in said agreement specified, and shall pay over, make good and reimburse to the above Obligee all loss and damage which said Obligee may sustain by reason of failure of default on the part of said Principal then this obligation shall be void; otherwise to be and remain in full force and effect.

IT IS UNDERSTOOD AND AGREED that in the event alterations, variations or additions to the work are ordered by the Obligee or agreed to by the parties, that such alterations, variations or additions will bind the Surety provided that the Surety is advised in writing of such alteration, variation or addition, unless the Surety, within fifteen (15) business days of the mailing of such notification, advises the Obligee in writing that such alteration, variation or addition will not be covered by the Bond.

PROVIDED, however, this Bond is executed by the Surety upon the express condition that no right of action shall accrue upon or by reason hereof, to or for the use of benefit of any one other than the Obligee named herein and the obligation for the Surety is and shall be construed strictly as reason of Suretyship only. Any suit under this Bond must be instituted before the expiration of one (1) year from the date that the public improvements and works covered within the terms of the Subdivision Agreement are accepted by the Obligee. In no event shall the Surety be liable for any amount in excess of the penal sum of the Bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that this bond will provide a one year maintenance guarantee covering defective materials and workmanship for a period of one year after acceptance.

SIGNED AND SEALED this _30th__day of __March___, 2006.

J. S. RIEMER
Principal

By: _____

Witnessed:

_____

SURETY:

International Fidelity Insurance Company

By: _____
Carol A. Dougherty, Attorney in Fact

Witnessed:

_____

39757v1

Tel (973) 624-7200

PO . ER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY,** a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CAROL A. DOUGHERTY, JAMES L. SULKOWSKI, SUSAN LOFTUS, ROBERT B. SCHUTZ, J.S. POHL, ROBERT E. KAPPUS

Palatine, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY,** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY;** that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

JOSE A. MARQUEZ, JR. NOTARY PUBLIC NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of March, 2006

Assistant Secretary

BOND RIDER

To be attached to and form a part of Subdivision Bond. 0424384 dated **March 30, 2006** issued by **International Fidelity Insurance Company** as Surety, on behalf of **J. S. Riemer, Inc.** as Principal, in the penal sum of Two Hundred Thirteen Thousand One Hundred and no100----($213,100.00) dollars and in favor of **Village of Gilberts**.

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The **Bond Amount** is hereby changed
From: **$213,100.00**
To: **$276,100.00**

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the September 13, 2007.

Signed, sealed and dated this September 13, 2007.

J.S. Riemer, Inc.

BY: _____

International Fidelity Insurance Company

BY: _____
Carol A. Dougherty, Attorney In Fact

BOND RIDER

To be attached to and form a part of Subdivision Bond. 0424384 dated **March 30, 2006** issued by **International Fidelity Insurance Company** as Surety, on behalf of **J. S. Riemer, Inc.** as Principal, in the penal sum of Two Hundred Thirteen Thousand One Hundred and no100----($213,100.00) dollars and in favor of **Village of Gilberts**.

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The **Bond Amount** is hereby changed
From: **$213,100.00**
To: **$276,100.00**

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the September 13, 2007.

Signed, sealed and dated this September 13, 2007.

J.S. Riemer, Inc.

BY: _____

International Fidelity Insurance Company

BY: _____
Carol A. Dougherty, Attorney In Fact

Interstate Partners LLC
Real Estate Development

July 17th, 2013

Contract Agreement #: TIF-02

TO:	Scurto Cement Construction, ltd.	**ATTENTION:**	Dave Scurto
	389 Sola Drive	Phone	(847) 931-7023
	Gilberts, IL 60136	Fax	(847) 836-4036
PROJECT:	Prairie Business Park Phase 1A	**CONTRACT FOR:**	Concrete
	Gilberts, Illinois		
		REQUISITIONED BY:	Peter Thomas
OWNER:	Prairie Business Park TIF JV LLC		Development Associate
ARCHITECT:	Harris Architects	Phone	(847) 428-5303
CIVIL ENGINEEER:	RWG Engineering, LLC	Fax	(847) 428-5342

CONTRACT AGREEMENT

This Agreement, made this **July 17th, 2013** is between **Prairie Business Park TIF JV LLC**, the 'Owner', and **Scurto Cement Construction, ltd.** the 'Contractor'.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE I – THE CONTRACT DOCUMENTS

The Contract Documents for this contract Agreement consist of this Agreement, including the Conditions on the following pages hereof, and any Exhibits attached hereto.

ARTICLE II - THE WORK

The Contractor shall perform all the work required by the Contract Documents for Concrete work to furnish labor and material to include the following:

RING ROAD TOPPING

- RINGG ROAD CONSISTING OF SOLA DRIVE (FROM EAST END DRIVE) PHOENIX ROAD, ARROWHEAD DRIVE (TO TYRRELL ROAD) AND RIEMER WAY.
- MILLING ALONG EACH SIDE OF ROAD PAVEMENT
- DUCTILCRETE WHITE TOPPING PAVEMENT, 128,450 SF (14,272 SY) 2 ½"

ARTICLE III - THE CONTRACT SUM

The Owner shall pay the Contractor for satisfactory completion of the Work, subject to additions and deductions as authorized, the Contract sum of **$330,000.00**. Payments shall be made Net 30 to Contractor in exchange for a Partial or Final Lien waiver of work completed. Ten (10%) retainage until the project is one hundred percent (100%) complete including punchlist items.

This Agreement is hereby acknowledged and executed the date written above.

Scurto Cement Construction, ltd.
Contractor

By: _____
Dave Scurto

Its: _____

Prairie Business Park TIF JV LLC
Owner

By: _____
Mark Ebacher

Its: **Authorized Member**

CONDITIONS

THE CONTRACTOR AGREES AS FOLLOWS:

1. To furnish adequate labor, material, and equipment and to schedule commencement and completion of its work, as directed by the owner.

2. If applicable, to telephone the Joint Utility Locating Information for Excavators (JULIE) at (800) 892-0123 for digs outside Chicago or the Digger Hotline at (312) 744-7000 for digs inside Chicago and to notify the Owner in writing of the following information with regard to every dig:

   A. Dig number;
   B. Whether the dig site has been flagged, painted or flagged and painted; and
   C. The release date given.

3. To remove all rubbish and debris resulting from its work, as directed by the owner.

4. To repair or replace any of its work judged unacceptable and to repair or replace the work of others damaged by its operation.

5. That it is solely responsible for all construction procedures means, methods, operative details and incidental aspects of the work and safety precautions necessary and/or required for the execution of its work and further agrees to indemnify and hold harmless the owner, the owner, the architect, their employees, and their agents, from and against all claims, costs, and losses resulting from:

   A. Damage to or destruction of property;
   B. Injury to or death of persons; or
   C. Non-compliance with applicable federal, state, and local rules, regulations, and laws;

   and caused in whole, or in part, by any act or omission of the contractor, its employees, or its agents, in connection with the performance of this agreement.

6. To obtain insurance coverage, as specified in the attached insurance rider in Exhibit A attached.

7. That it is responsible for the safety and security of its employees, agents, sub-contractors and suppliers for areas of work under its control, including any exposures its operations create to other parties on the site. The contractor shall insure these personnel wear hardhats and work boots at all times. Failure to comply with any laws, ordinances, rules, regulations or Owner programs governing safety may result in the issuance of fines. In addition, non-compliance may result in the removal of the offender from the jobsite, withholding of payment, back charging for correction of violations, or termination of this Subcontract.

8. To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Owner, Owner, Architect, Architect's Consultants, and agents and employees of any of them from and against any and all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contractor's work under this subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by a negligent act or omission of the contractor, a sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described.

9. That, if the contractor fails to perform any provision of this agreement and does not remedy such failure within three days after written notice of such failure from the owner, the owner may, without prejudice to its other rights and remedies, make good such deficiency and may deduct the cost thereof from payments due the contractor. Repeated failure will be cause for termination of this agreement.

10. Contractor agrees to pay for all materials, skills, labor and equipment used in or in connection with the performance of this Contract, when and as bills or claims therefore become due, and to save and

protect the Project and the Owner from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the Owner when and if required, that he has complied with the above requirements.

11. The Contractor shall take all safety precautions with respect to his work, shall comply with all safety measures initiated by the Owner and required by the Contract Documents and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property.

INSURANCE RIDER – EXHIBIT A

__X__ An "X' indicated that this item is required for you project:

__X__ **Insurance Carrier:**
Best Rating A or better

__X__ **General Liability Insurance:**

Comprehensive General Liability	
General Aggregate Limit	$1,000,000.00
Products – Completed Operations	
Aggregate Limit	$1,000,000.00
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Fire Damage Limit	$50,000.00
Deductible not greater than	$5,000.00

__X__ **Excess Liability:**

Combined Single Limit	$2,000,000.00

__X__ **Automobile:**

Combined Single Limit	$1,000,000.00

__X__ **Worker's Compensation and Employer's Liability:**

Statutory Limit	$500,000.00

__X__ **Employer's Liability Limits:**

Bodily Injury – Each Accident	$500,000.00
Disease – Policy Limit	$500,000.00
Disease – Each Employee	$500,000.00

__X__ **Additional Insured's:**
Additional Insured Endorsement should be attached to Certificate of Insurance.
Owner and Managing Agent are specifically named as additional insured's:

1. Prairie Business Park TIF JV LLC
2. Prairie Business Park II JV LLC
3. Prairie Business Park I JV LLC
4. The PrivateBank and Trust Co. (P.O. Box 5034, Troy, MI 48007-5034)
5. Interstate Partners LLC
6. JSR Properties Limited
7. Prairie Business Park II LLC
8. Prairie Business Park I LLC
9. JSR PBP II LLC
10. JSR PBP I LLC
11. Greenway Contracting Company
12. Hinsdale Bank and Trust
13. RWG, Engineering, LLC
14. Harris Architects, Inc.

__X__ **Certificate Holder:**
Prairie Business Park TIF JV LLC

1. All Insurance Companies shall have a minimum A.M. Best rating of B+VI.

2. The Owner shall not be responsible for, nor shall they insure the property of the Contractor including, but not limited to, tools, equipment located at the jobsite not intended to be incorporated into the work or

materials in transit or stored off or on the site prior to installation. The Contractor is responsible for providing insurance for protection against such hazards.

3. Failure to supply the Certificate of Insurance or Endorsements does not relieve the Contractor from the contractual obligation to provide the required Insurance.

STATE OF ILLINOIS
COUNTY OF KANE

FINAL WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by **INTERSTATE PARTNERS**

to furnish **CONCRETE WORK**

for the premises known as **PRAIRIE BUSINESS PARK-SITEWORK ROUTE 72 & TYRELL in GILBERTS, IL**

of which **PRAIRIE BUSINESS PARK TIF JV LLC** is the owner

THE undersigned for and in consideration of Three Hundred Thirty-Six Thousand Nine Hundred Fifty-Five & 00/100 **$336,955.00** DOLLARS, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE: October 31, 2013

COMPANY NAME: **SCURTO CEMENT CONSTRUCTION, LTD.**
ADDRESS: **389 SOLA DRIVE**
GILBERTS, IL 60136

SIGNATURE and TITLE: Arlene M. Angelo AUTHORIZED AGENT

*Extras include but are not limited to change orders, both oral and written, to the contract.

STATE OF ILLINOIS
COUNTY OF KANE

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is ARLENE M. ANGELO

AUTHORIZED AGENT of the SCURTO CEMENT CONSTRUCTION, LTD.

who is the contractor for CONCRETE WORK work on the

building located at PRAIRIE PARKWAY, GILBERTS, IL 60136

owned by PRAIRIE BUSINESS PARK TIF JV LLC

That the total amount of the contract including extras* is $336,955.00 On which he has received payment of $0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Names	What for	Contract Price Includg. Extras*	Amount Paid	This Payment	Balance Due
SCURTO CEMENT CONST.	LABOR	$210,966.43	$0.00	$210,966.43	$0.00
OZINGA READY MIX	READY MIX	$125,988.57	$0.00	$125,988.57	$0.00
		$0.00	$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00
All labor and fringes fully paid.No outside rental equipment used.					
Total labor & material including extras* to complete		**$336,955.00**	**$0.00**	**$336,955.00**	**$0.00**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 31st day of October, 2013

SCURTO CEMENT CONSTRUCTION, LTD. BY:

Signature: Arlene M. Angelo **AUTHORIZED AGENT**

Subscribed and sworn to before me this 31st day of October, 2013

Becky Tripp Notary Public

"OFFICIAL SEAL"
BECKY TRIPP
Notary Public, State of Illinois
My Commission Expires 05/13/17

*Extras include but are not limited to change orders, both oral and written, to the contract.

FINAL WAIVER OF LIEN

STATE O ILLINOIS
COUNTY F WILL

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by SCURTO CONSTRUCTION
to furnish CONCRETE
for the premises known as PRAIRIE BUSINESS PARK-SOLA DRIVE, PHOENIX DRIVE, ARROWHEAD ROAD, REIMER WAY
of which PRAIRIE BUSINESS PARK TIF JF LLC is the owner.
THE undersigned, for and in consideration of ONE HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED EIGHTY-EIGHT and 57/100 DOLLARS
$125,988.57 DOLLARS, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter by the undersigned for the above-described premises, INCLUDING EXTRAS*

DATE: 11/26/2013

COMPANY NAME: OZINGA READY MIX CONCRETE, INC.
ADDRESS: 19001 OLD LAGRANGE ROAD
MOKENA, IL 60448

SIGNATURE AND TITLE: _____ CREDIT MANAGER

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF WILL

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is DAVID HUITSING
Credit Manager of OZINGA READY MIX CONCRETE, INC.
who is the contractor for the CONCRETE work on the
building located at PRAIRIE PARKWAY, GILBERTS, IL 60136
owned by PRAIRIE BUSINESS PARK TIF JF LLC
That the total amount of the contract including extras* is $125,988.57 on which
he has received payment of $0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub-contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
OZINGA READY MIX CONCRETE, INC.	CONCRETE	$125,988.57	$0.00	$125,988.57	$0.00
All labor and fringes fully paid. No outside rental equipment used					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		$125,988.57	$0.00	$125,988.57	$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: 11/26/2013 **SIGNATURE:** _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26TH DAY OF NOVEMBER ,2013

_____
NOTARY PUBLIC

OFFICIAL SEAL
LEE A BLANCO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/14/14

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOT APPROVED MINUTES

Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Village Board
Meeting Minutes
April 1, 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, Zambetti, Farrell, Hacker and President Zirk. 1-absent: Trustee LeClercq. Others present: Administrator Keller, Finance Director Blocker, Chief Building Inspector Swedberg, Assistant Administrator Beith and Chief of Police Rossi. For members of the audience please see the attached list. President Zirk stated that there were enough members present to establish a quorum.

Public Comment
President Zirk asked if anyone in attendance had any questions or comments to share with the Board Members. Chad Koppie a longtime village resident addressed the Board. Mr. Koppie reported that he is interested in opening a restaurant in his home. He will begin working with staff on the rezoning process. Administrator Keller reported that he is scheduled to meet with Mr. Koppie's representative tomorrow to discuss the existing recapture agreement and the properties' current zoning. Mr. Koppie thanked the Board Members for their time.

Resident Rich Butts addressed the Board Members. He provided the Board Members with a brief overview of the restructuring of the CERT organization. Mr. Butts reported that the CERT's organizational goals are focused on supplementing Police Services in emergency situations and volunteering at community events. He believes the CERT Team will be an asset to the community.

President Zirk commented on the Village's past experience with the CERT organization. He recalled a major snow event in which Kane County had requested the Village open a warming center due to the fact that Route 72 was impassible. Only one CERT member was available to open and man the warming center and that CERT Member was Trustee Mierisch. Trustee Zambetti who was not a CERT member assisted Trustee Mierisch in opening and manning the warming center. Trustee Mierisch commented on her past experience with the CERT organization.

A lengthy discussion ensued with respect to the roles of the CERT's organization and the Citizen Corp Council.

Mr. Butts reported that the CERT members will be undergoing traffic control training with the Police Department. The training will be valuable when the CERT members are volunteering at the community events. The Board Members along with Mr. Butts and Chief Rossi discussed liability exposures. Chief Rossi reported the he personally has to request CERT services in order for their members to be covered under the Village insurance.

President Zirk questioned if the CERT's team would be better served by partnering with the Fire Department. Mr. Butts replied no due to the fact that the Fire Department is part of a Fire District which serves several of the surrounding communities. The Police Department serves only Gilberts as does the CERT's organization.

Mr. Butts concluded his overview discussion by noting the CERT's team mission is to be accountable and provide support services as needed. He thanked the Board Members for their time.

Residents Mary Kay Giacalone, Joe Giacalone and Katy Feddema addressed the Board. They reported their property is adjacent to Gilberts Town Center Park. They recently were informed on the scheduled improvements to the park and wanted those involved with the construction of the improvements to be aware of the wildlife habitat. They have two Sandhill Cranes that migrate every year to their properties. They arrive in March and stay until December. President Zirk reported that about two years ago the Sandhill Cranes were removed from the endangered species list. Administrator Keller reported that he will inform the engineering and construction staff of the existence of the Sandhill Cranes. The residents suggest maybe the Village would want to place signage acknowledging the area in which the Sandhill Cranes nest. President Zirk commented that his past experience with placing signage recognizing the existence of wildlife habitats can have an adverse effect on the wildlife inhabitants. The residents agreed with President Zirk's recommendation to not draw attention to the existence of the Sandhill Cranes and thanked the Board Members for their time.

Ian Perez owner of the Haciendo de los Perez Mexican Grill addressed the Board. He respectively requested the Board Members consider amending the Village Code to allow for an additional liquor license. He would like to procure a liquor license to allow for the sale of alcoholic beverages on his premises. Trustee Mierisch inquired if Mr. Perez would be installing video gaming machines. Administrator Keller reported that he believes the state has some restrictions with respect to the allowance of video gaming machines.

However, he would have to check the State Statutes and report back on this matter. The Board Members recommended Mr. Perez contact Administrator Keller and Clerk Meadows to begin the process of acquiring a liquor license.

Mr. Pace who resides at 721 Kerry Court addressed the Board. He inquired on the proposed rezoning of a property located at 2601 Mason Road. Administrator Keller had spoken with the City of Elgin's Community Development Department. They had informed him at this time the applicant is only requesting annexation of the property and designation of a zoning classification to be able to begin improvements to Mason Road to the extent of the development. The Public Hearing is scheduled for April 7th. Administrator Keller noted the rezoning classification is consistent with the City of Elgin's boundary agreement, comprehensive plan and with the future planning area.

Administrator Keller went on to report the City of Elgin is aware that the area farther west across Tyrell Road is within the Village of Gilberts and developed within a residential subdivision. President Zirk hopes the City of Elgin will be mindful of transitioning from an Industrial District to a residential district. There was some discussion on preferred locations of loading docks, lighting requirements and setbacks. Administrator Keller noted that ultimately The City of Elgin is the jurisdiction with the authority to approve the annexation and rezoning of said property and can issue building permits without any further notice to the Village. Trustee Mierisch recommended staff continue to monitor the progress of the development to ensure that a recent situation which happened with West Dundee in which a large industrial building suddenly appeared in the backyards of some residential properties located in Gilberts Town Center does not happen again without the residents being duly noticed. Administrator Keller reported that staff will monitor the development's progress to the best of their ability. Trustee Hacker inquired if property owners have the right to file personal law suit if the development posed a negative impact to the property. Administrator Keller replied he believed personal property owners do have the right to file suit. Administrator Keller noted that he anticipates Elgin will work as a good neighbor and value the Village's input with respect to the development.

Mr. Pace asked President Zirk if he had spoken with Mr. Schcolnik or his attorney regarding the reimbursement agreement. President Zirk replied yes, he had informed his attorney that the Board took no action on the agreement. Mr. Pace thanked the Board Members for their time.

Consent Agenda

A. **A Motion to approve Minutes from the March 18, 2014, Village Board Meeting**
B. **A Motion to approve Bills and Salaries Dated April 1, 2014 as follows: General Fund $57,049.19, Performance Bonds and Escrows $2,431.94, Water Fund $18,859.78 and Payroll $66,586.64**

President Zirk inquired if any Board Member wished to remove any item from the consent agenda. There were no comments from the Board Members.

A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve the consent agenda items A and B as presented. Roll call: Vote: 5-ayes: Trustees Corbett, Mierisch, Zambetti, Farrell and Hacker. 0-nays, 0-abstained. Motion carried.

Items for Approval

A Motion to approve Resolution 11-2014, a Resolution authorizing an application for Kane County Riverboat Funds and execution of all necessary documents

Administrator Keller reported approval of this resolution authorizes staff to submit a Kane County Riverboat grant application requesting $100,000 for Town Park improvements. Administrator Keller noted Intern Wright did an excellent job drafting the grant application.

President Zirk asked if there were any questions on the motion. There were no comments from the Board Members. **A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Resolution 11-2014, a Resolution authorizing an application for Kane County Riverboat Funds and execution of all necessary documents**. Roll call: Vote: 5-ayes: Trustee Mierisch, Zambetti, Farrell, Hacker, and Corbett. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 12-2014, a Resolution for maintenance of Streets and Highways by the Village of Gilberts, County of Kane, Illinois under the Illinois Highway Code

Administrator Keller reported as discussed at the last meeting approval of Resolution 12-2014 is for a request to supplement allocation of the Village's Motor Fuel Tax (MFT) funds to cover the higher-than-anticipated snow and ice removal cost. The supplemental request for reimbursement of up to $31,061.86 in addition to the original MFT fund request is to cover the purchase of the additional salt, sand and overtime cost that were incurred over the winter months.

Items for Discussion

Finance Director Blocker provided the Board Members with an overview of the FY-2014 budget adjustments. She reported that revenues have been steady as previously projected. Finance Director Blocker reported that the telecommunication tax revenue has fallen. She believes this is due to the fact that many consumers have replaced their landlines with cell phones.

Administrator Keller provided the Board Members with memo answering questions he had received via email with respect to the FY-2015 proposed budget. Administrator Keller along with the Board Members reviewed several of the proposed FY-2015 budget line items.

Trustee Hacker questioned the increase in the FY-2015 General Fund over the previous year. Administrator Keller reported that the increase represents the transfer of $905,120.00 to the General Fund for the Town Center Park improvements.

There was some discussion on the additional hours for Police Department personnel. The Board Members went on to discuss the proposed Public Works and Administration budgets.

Administrator Keller reported that the FY-2015 budget includes a 3.0% raises for non-union employees, matching the 3.0% MAP contract. Trustee Hacker supported the raises for the non-union employees. He noted that in his opinion it is only fair to treat each department the same.

Trustee Mierisch questioned if the raises take into consideration any type of employee evaluation process. Administrator Keller noted that current staff is all doing a wonderful job working as a team. However, if an employee demonstrated an exceptional or inferior quality of work he would adjust their compensation accordingly. Trustee Zambetti also agreed with the pay increases for all employees. He noted that for many years the Village did not offer comparable wages for municipality employees.

Trustee Hacker inquired on the increase in printing cost. Administrator Keller responded by stating the increase in printing cost was due to the calendar project. Administrator Keller noted that staff is looking for direction on if the Board Members wanted to continue with the yearly calendar project. Trustee Farrell reported that she has only received positive comments on the yearly calendar.

The Board Members continued to discuss various FY-2015 budget line items which included the proposed reconstruction of Mason Road and repairs to the streets in Old Town. President Zirk proudly reported that the Village has finally received the $350,000.00 from the Department of Commerce and Economic Opportunity that was promised back in 2009 to fund the Hennessey Bridge repair. President Zirk reported that he had worked closely with then Senator Chris Lauzen and State Representative Schmitz to solicit funding for the Hennessey Bridge repairs. Many years later the Village has finally received the funds promises. He reported that the $350,000.00 will be transferred to the Road and Bridge fund. The Board Members have several options on how to allocate the funds. They may choose to take all the funds and transfer them to the reserve account or use the money to fund the Old Town road reconstruction project. This matter will be discussed in length at an upcoming meeting.

President Zirk directed staff during next year's budget discussion to provide the Board Members with budget menu items. Administrator Keller thanked the Board Members for their patience in walking through the draft budget.

Staff Reports

Administrator Keller reported that staff had contacted Kane County to inquire on the status of the Village of Gilberts, Gilberts LLC and Kane County Settlement agreement. The County reported that the agreement is scheduled to be placed on the Kane County Board April 7th agenda. Village Clerk Meadows reported the Kane County State Attorney's office stated that they have not received any negative comments on the agreement.

Assistant Administrator Beith reported that the Community Days Committee is working with a vendor to incorporate a car show into the schedule of events.

Chief Building Inspector Swedberg provided an update on the future public works tasks.

Village Clerk Meadows reported that the Easter Egg Hunt is scheduled for Saturday, April 12th.

Board of Trustees Reports

There was some discussion on a recent report on the 50 safest cities in Illinois in which the Village was named sixth. The Board expressed speculation with the integrity of the report.

Trustee Mierisch questioned if the Village had the authority to implement an over the road weight limit on Mason Road. Administrator Keller replied no, the Village does not have the authority to restrict traffic.

President's Report

President Zirk reported on recent concerns with construction traffic in the Windmill Meadows subdivision. He noted the matter had been resolved by placing barrier walls to restrict the access to the Tollway through the subdivision.

Adjournment

There being no further public business to discuss, **a Motion was made by Trustee Zambetti and seconded by Trustee Corbett to adjourn from the public meeting at 9:34 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, Illinois

Village Board Meeting

Sign-in-Sheet

April 1, 2014

Name	Address	Telephone #
Richard Butts	170 Charleston Lane	[redacted]
HAROLD MUERISCH	124 RESTON LANE	[redacted]
[signature]	721 Kayla Gilberts	[redacted]
MARY KAY GIACALONE	172 VALENCIA PKWY - GILBERTS	[redacted]
Kathy Feddema	176 Valencia Pkwy	[redacted]
Joe GiacaLone	172 Valencia PKWY	[redacted]
DANNY FLECK	134 DURANGO DR	[redacted]
Juan Perez	50 industrial dr	[redacted]

Fund Summary

	Balance as of 3/31/14	Restricted / Designated Funds	Unrestricted / Undesignated Funds
Unrestricted - General Fund			855,874.31
Restricted - Total		6,475,778.18	
Committed- Designated Reserves		597,813.37	
- 2.1 Months Expenses	597,813.37		
Committed - Road Improvement		480,817.74	
- 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	15,815.72		
- 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		173,215.83	
- FY-13 (1% Sales Tax)	159,422.43		
- FY-14 May Interest Payment	(27,062.50)		
- FY-14 (1% Sales Tax)	160,028.40		
- 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		529,764.40	
- Balance - Illinois Funds	558,435.16		
- Balance - Union Bank Money Market	54,219.24		
- 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		1,027,017.53	
- 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 Transfer Out-Partial Electric	(3,329.08)		
- FY-14 Transfer out-Partial Signs	(10,371.02)		
- FY-14 Municipal Impact Fee	48,100.00		

Committed - Tree Replacement/Beautification		**19,230.19**		
- FY-09 Recycling Revenue	2,500.00			
- FY-10 Recycling Rvenue	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		**5,173.58**		
- Balance	5,173.58			
Committed - Enterprise Fund (Water / Wastewater)		**1,080,505.87**		
- Balance	1,080,505.87			
Committed - Pass Thru/Escrows		**2,155,172.45**		
- Balance	2,155,172.45			
Total		**6,475,778.18**	**855,874.31**	**7,331,652.49**

General Fund Revenue Receivable			105,384.88
- State Income Tax Payments Delayed	105,384.88		
Total Unrestricted Funds including Receivables			**961,259.19**

Additional Information

Pass Thru - Balance of Escrow		**2,155,172.45**
- Building Permit-Town Center	13,122.87	
- Performance Bonds / Escrows	251,797.43	
- TIF #1	32,550.15	
- Impact Fees - Library	48,898.00	
- Impact Fees - School	1,791,904.00	
- Impact Fees - Fire District	500.00	
- 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		**2,010,618.57**
- Original Amount	1,500,000.00	
- Interest due 9/06 thru 3/14	510,618.57	

Total Due VOG - Annexation		**3,626,464.33**

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**

TREASURER'S STATEMENT AS OF MARCH 31, 2014

	MONTH	YEAR TO DATE		YEAR TO DATE
Beginning Bank Balance:			7,042,490.42	6,199,260.59
Credits:				
General Fund:	513,563.34	4,132,227.21		
GO Bond	-	1.36		
Water Fund:	102,140.88	1,732,852.95		
Motor Fuel Tax (MFT):	14,005.19	206,479.59		
Performance Bonds/Escrow:	9,653.00	326,646.09		
TIF #1	13.82	12,773.27		
Drug Forfeiture:	253.16	2,010.54		
Total Credits All Funds:	639,629.39	6,412,991.01	639,629.39	6,412,991.01
Expenses:				
General Fund:	228,058.54	3,488,873.37		
GO Bond	-	18,992.24		
Water Fund:	116,685.33	1,574,051.76		
Motor Fuel Tax (MFT):	-	-		
Performance Bond/Escrow:	5,723.45	183,193.49		
TIF #1	-	15,488.25		
Drug Forfeiture:	-	-		
Total Debits All Funds:	350,467.32	5,280,599.11	350,467.32	5,280,599.11
Ending Bank Balance:				
General Fund:	3,491,269.06			
Water Fund:	1,080,505.87			
Motor Fuel Tax (MFT):	612,654.40			
Performance Bond/Escrow:	2,109,499.43			
TIF #1	32,550.15			
Drug Forfeiture:	5,173.58			
Total Debits All Funds:	7,331,652.49		7,331,652.49	7,331,652.49

TREASURER'S SIGNATURE: Marlene A Blaker

DATE: APRIL 1, 2014

Village of Gilberts
MONTH CLOSED: MARCH, 2014

GENERAL FUND MONEY MARKET
01-00-105

		Previous YTD Credits:	3,618,663.87
Beginning Book Balance:	167,821.59		125,602.58
		Current Credits:	387,960.76
Deposits (Total):	335,867.46		
		Current YTD Credits:	4,132,227.21
Interest Income:			
(01-00-341) Money Market:	126.07	Previous YTD Debits:	3,260,814.83
(01-00-341) Checking:	1.79		5,606.00
(01-00-342) Performance Bond:	17.60	Current Debits:	222,452.54
Miscellaneous Income:	6,465.00	Current YTD Debits:	3,488,873.37
Transfer From Illinois Funds	100,000.00		
Transfer from P/Bond	700.00		
Transfer of Garbage Revenue	44,782.84		
CD Interest			
Subtotal:	655,782.35	G/F MM Balance:	433,329.81
TransferS Out		IL Funds Balance:	1,576,199.84
Checks Written (Total):	222,029.99	Barrington Bank CD's:	1,480,739.41
Transfer to W/F	422.55	G/F CKG Balance:	1,000.00
Transfer to P/B (Agency)		Total balance:	3,491,269.06
Ending Check Book Balance:	433,329.81		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	433,329.81		

Expenditures/Transfers:

Date:	For:	
3/4/2014	Accounts Payable	26,477.83
3/18/2014	Accounts Payable	65,939.30
3/21/2014	SpecCk-Sign Depot	9,600.00
3/1/2014	March Insurance	17,563.32
3/13/2014	Payroll	47,388.76
3/27/2014	Payroll	55,060.78
	Total:	222,029.99

Deposits:	Deposits:	Direct Deposits	
537.50	198.00	T-Mobile	1,725.00
55.00	2,093.87	Kane County	
25.00	50.00	Nicor	17,654.64
200.00	15.00	Exelon	14,544.97
5.00	50.00		
500.00	276,756.95		
9,271.00	568.20		
130.00	7,560.33		
20.00	48.00		
1,378.00	75.00		
25.00	500.00		
106.00	250.00		
125.00	60.00		
50.00	25.00		
743.00	497.00		
	25.00		
Total Deposits	301,942.85	Total Direct Deposits	33,924.61
Total Deposits/Direct Deposits:	335,867.46		

Village of Gilberts
MONTH CLOSED: MArch, 2014

GENERAL FUND CHECKING ACCT
01-00-103

Beginning Book Balance:	1,000.00	**Previous YTD Credits:**	
Deposits (Total):	102,017.13	**Current Credits:**	
Voided Checks:		**Current YTD Credits:**	
Check# **Vendor Name:**		**Previous YTD Debits:**	
		Current Debits:	
Total Voided Checks:		**Current YTD Debits:**	
Subtotal:	103,017.13		
Checks Written (Total):	102,017.13		
Voided Checks (Total):			
Ending Check Book Balance:	1,000.00		
Deposits in Transit:			
Outstanding Checks:	2,072.14		
Balance per Bank Statement:	3,072.14		

Expenditures/Transfers:

Date:	For:	Amount:
3/4/2014	Accounts Payable	26,477.83
3/18/2014	Accounts Payable	65,939.30
3/21/2014	SpecCk-Sign Depot	9,600.00
	Total:	102,017.13

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
15048	50.00		
16678	60.00		
22164	2.44		
22244	17.20		
22245	1,762.50		
22282	50.00		
22284	130.00		
		Total	2,072.14

Village of Gilberts
General Fund
Certificates of Deposit
March 31, 2014

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1008	225,218.54	9 months	9/27/2014	.20 APY
Barrington Bank	0940000423-1002	225,764.69	9 months	12/27/2014	.20 APY
Barrington Bank	0940000423-1003	263,887.87	12 months	9/27/2014	.25 APY
Barrington Bank	0940000423-1004	265,471.60	18 months	9/27/2015	.30 APY
Barrington Bank	0940000423-1010	500,396.71	6 months	9/20/2014	.15 APY

Barrington Bank CD's	1,480,739.41

Village of Gilberts:
MONTH CLOSED: MARCH, 2014

ILLINOIS FIRST MONEY MARKET
01-00-104

Beginning Book Balance:	1,556,552.27	**Previous YTD Credits:**	
		Current Credits:	125,253.57
Deposits (Total):	125,219.96		
		Current YTD Credits:	
(01-00-347) IL First Funds:	23.23	**Previous YTD Debits:**	
(01-00-347) IL First Funds P/B:	10.38		
		Current Debits:	5,606.00
Xfer Bond Acct-Reimburse:		**Current YTD Debits:**	
Subtotal:	1,681,805.84	**CD Balance:**	
		G/F MM Balance:	
Transfer to Union National	100,000.00	**G/F CKG Balance:**	
Impact Fees to Agency Fund	5,606.00	**Total balance:**	
Ending Check Book Balance:	1,576,199.84		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	1,576,199.84		

Expenditures/Transfers:

Date:	For:	Amount:
	Total:	

Deposits:	Direct Deposits:	Description:
63,202.93		
16.81		
15,590.54		
15,189.49		
15,727.72		
15,492.47		

Total Deposits/Direct Deposits: 125,219.96

Village of Gilberts
MONTH CLOSED: MARCH, 2014

WATER FUND MONEY MARKET
20-00-105

Beginning Book Balance:	398,492.55
Deposits (Total):	100,297.73
Interest Income:	
(20-00-341) Money Market:	223.91
(20-00-341) Checking:	0.50
Voided Check #203258	
Transfer from G/F	171.75
Subtotal:	499,186.44
Checks Written (Total):	65,237.49
Returned Checks	200.00
Transfer for Garbage	44,782.84
Transfer to G/F	6,465.00
Ending Check Book Balance:	382,501.11
Deposits in Transit:	
Outstanding Checks:	
Balance per Bank Statement:	382,501.11

Previous YTD Credits:	1,630,712.07
	1,446.99
Current Credits:	100,693.89
Current YTD Credits:	1,732,852.95
Previous YTD Debits:	1,457,366.43
	-
Current Debits:	116,685.33
Current YTD Debits:	1,574,051.76
Barrington Bank:	58,484.01
Barrington Bank CD's:	502,077.28
H2O MM Balance:	382,501.11
H20 Illinois Funds	136,443.47
H2O CKG Balance:	1,000.00
Total balance:	1,080,505.87

Expenditures/Transfers:

Date:	For:	Amount:
3/4/2014	Accounts Payable	16,031.60
3/18/2014	Accounts Payable	20,964.36
3/13/2014	Payroll-Water	11,595.54
3/27/2014	Payroll-Water	11,526.16
5/1/2013	Health Insurance	5,119.83
	Total:	65,237.49

Deposits:

137.50	5,279.60
302.52	3,782.40
441.60	36.00
277.75	147.50
147.10	8,743.71
609.80	4,087.36
433.80	100.00
2,058.12	9,295.80
48.00	3,657.62
515.40	74.70
7,039.74	25.00
118.80	41,310.44
352.20	150.40
1,824.12	156.00
4,929.70	4,215.05
Total Deposits:	100,297.73

Direct Deposits

	-

Village of Gilberts
MONTH CLOSED: MARCH, 2014

WATER FUND CHECKING ACCT
20-00-103

Beginning Book Balance:	1,000.00	**Previous YTD Credits:**	
Deposits (Total):	36,995.96	**Current Credits:**	
Voided Checks:		**Current YTD Credits:**	
Check# **Vendor Name:**		**Previous YTD Debits:**	
		Current Debits:	
Total Voided Checks:		**Current YTD Debits:**	
Subtotal:	37,995.96		
Checks Written (Total):	36,995.96		
Ending Check Book Balance:	1,000.00		
Deposits in Transit:			
Outstanding Checks:	133.77		
Balance per Bank Statement:	1,133.77		

Expenditures/Transfers:

Date:	**For:**	
3/4/2014	Accounts Payable	16,031.60
3/18/2014	Accounts Payable	20,964.36
	Total:	36,995.96

Outstanding Checks:

Check #:	**Amount:**	**Check #:**	**Amount:**
202350	4.18		
202365	1.19		
204090	120.00		
204208	8.40	**TOTAL**	133.77

Village of Gilberts
MONTH CLOSED: MARCH, 2014

WATER FUND MONEY MARKET
20-00-108

Beginning Book Balance:	58,481.52	**Previous YTD Credits:**	
		Current Credits:	2.49
Deposits (Total):		**Current YTD Credits:**	
Interest:			
Savings Acct:	2.49	**Previous YTD Debits:**	
		Current Debits:	
		Current YTD Debits:	
Subtotal:	58,484.01		
Checks Written (Total):			
Voided Checks (Total):			
Ending Check Book Balance:	58,484.01		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	58,484.01		

Expenditures/Transfers:

Date:	For:	Amount:
	Total:	

Deposits:

Total Deposits:

Village of Gilberts
Water Fund
Certificates of Deposit
March 31, 2014

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1009	100,340.14	9 months	9/27/2014	.20 APY
Barrington Bank	0940000423-1006	200,679.72	9 months	12/27/2014	.20 APY
Barrington Bank	0940000423-1007	201,057.42	12 months	9/27/2014	.25 APY

Barrington Bank CD's	502,077.28

Village of Gilberts
MONTH CLOSED: MARCH, 2014

WATER FUND ILLINOIS FUNDS
20-00-104

		Previous YTD Credits:	
Beginning Book Balance:	135,092.78		
		Current Credits:	1,350.69
Deposits (Total):	1,348.67		
		Current YTD Credits:	
(20-00-347) Illinois Funds:	2.02	**Previous YTD Debits:**	
		Current Debits:	-
Total Voided Checks:		**Current YTD Debits:**	
Subtotal:	136,443.47		
Checks Written (Total):			
Returned Payments			
Ending Check Book Balance:	136,443.47		
Deposits in Transit:	100.00		
Outstanding Checks:	-		
Balance per Bank Statement:	136,343.47		

Expenditures/Transfers:

Date:	**For:**	
	Total:	-

Deposits:

111.45
129.00
53.32
141.90
593.00
220.00
100.00

Total Deposits: 1,348.67

Village of Gilberts
MONTH CLOSED: MARCH, 2014

MFT MONEY MARKET
30-00-105

Beginning Book Balance:	54,192.50	**Previous YTD Credits:**	
Deposits (Total):		**Current Credits:**	26.74
Interest Income:	26.74	**Current YTD Credits:**	
(30-00-341) Money Market:		**Previous YTD Debits:**	
		Current Debits:	
Miscellaneous Income:		**Current YTD Debits:**	
Subtotal:	54,219.24		
Checks Written (Total):			
Returned Checks (Total):	-		
Ending Check Book Balance:	54,219.24		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	54,219.24		

Expenditures/Transfers:

Date:	For:	Amount:
	Total:	

Deposits:

Total Deposits:	

Village of Gilberts
MONTH CLOSED: MARCH, 2014

ILLINOIS FIRST MFT MM
30-00-104

		Previous YTD Credits:	192,474.40
Beginning Book Balance:	544,456.71		26.74
		Current Credits:	13,978.45
Deposits (Total):	13,970.16		
		Current YTD Credits:	206,479.59
Interest Income:			
(30-00-347) Money Market:	8.29	Previous YTD Debits:	-
		Current Debits:	-
Miscellaneous Income:		Current YTD Debits:	-
Subtotal:	558,435.16	MFT MM Balance	54,219.24
		IL Funds Balance:	558,435.16
Checks Written (Total):		Total balance:	612,654.40
Returned Checks (Total):			
Ending Check Book Balance:	558,435.16		
Deposits in Transit:			
Outstanding Checks:	-		
Balance per Bank Statement:	558,435.16		

Expenditures/Transfers:

Date:	For:	Amount:
	Total:	

Deposits:

Total Deposits:

Village of Gilberts
MONTH CLOSED: MARCH, 2014

PERFORMANCE BOND MONEY MARKET
31-00-105

Beginning Book Balance:	206,343.88	**Previous YTD Credits:**	316,993.09
			5,606.00
		Current Credits:	4,047.00
Deposits (Total):	4,047.00		
		Current YTD Credits:	326,646.09
Interest Income:			
(31-00-341) Money Market:		**Previous YTD Debits:**	177,470.04
			-
		Current Debits:	5,723.45
Transfer from G/F			
Miscellaneous Income:		**Current YTD Debits:**	183,193.49
Subtotal:	210,390.88		
Checks Written (Total):	5,023.45	**P/Bond Balance**	**204,667.43**
Transfer to General Fund	700.00	**IL Funds Balance:**	**705,231.70**
Transfer to Water Fund		**CD'S Balance**	**1,199,600.30**
		Total balance:	**2,109,499.43**
Ending Check Book Balance:	204,667.43		
Deposits in Transit:			
Outstanding Checks:	2,226.00		
Balance per Bank Statement:	206,893.43		

Expenditures/Transfers:

Date:	For:	Amount:
3/4/2014	Accounts Payable	624.25
3/20/2014	Bond Release	290.00
	Bond Release	
3/18/2014	Accounts Payable	4,109.20
	Bond Release	
	Bond Release	
	Total:	5,023.45

Deposits:

116.00	400.00
174.00	58.00
58.00	1,008.00
950.00	58.00
116.00	
935.00	
58.00	
58.00	
58.00	
	4,047.00

Outstanding Checks

302544	135.00
302569	106.00
302755	117.00
303302	29.00
303324	58.00
303450	58.00
303482	165.00
303486	1,500.00
303490	58.00

Total Oustanding Checks 2,226.00

Village of Gilberts
MONTH CLOSED: MARCH, 2014

PERFORMANCE BOND
ILLINOIS FUNDS MONEY MARKET
31-00-104

Beginning Book Balance:	699,625.70	**Previous YTD Credits:**	-
Deposits (Total):		**Current Credits:**	5,606.00
Interest Income:		**Current YTD Credits:**	5,606.00
(31-00-341) Money Market:		**Previous YTD Debits:**	
		Current Debits:	-
Transfer from G/F (Impact Fees)	5,606.00		
Miscellaneous Income:		**Current YTD Debits:**	-
Subtotal:	705,231.70		
Checks Written (Total):			
Transfer to General Fund			
Ending Check Book Balance:	705,231.70		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	705,231.70		

Expenditures/Transfers:

Date:	For:	Amount:
	Total:	-

Deposits:

Total Deposits:	-

Village of Gilberts
Performance Bond/Agency Fund
Certificates of Deposit
March 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

Village of Gilberts
Month Closed: MARCH, 2014

TIF #1
34-00-105

Beginning Book Balance:	32,536.33	**Previous YTD Credits:**	12,759.45
		Current Credits:	13.82
Deposits (Total):		**Current YTD Credits:**	12,773.27
Interest Income:	13.82	**Previous YTD Debits:**	15,488.25
(34-00-341) Money Market:		**Current Debits:**	-
Miscellaneous Income:		**Current YTD Debits:**	15,488.25
Subtotal:	32,550.15		
Checks Written (Total):			
Returned Checks (Total):			
Ending Check Book Balance:	32,550.15		
Deposits in Transit:			
Outstanding Checks:	-		
Balance per Bank Statement:	32,550.15		

Expenditures/Transfers:

Date:	For:	Amount:
	Accounts Payable	
	Total:	-

Deposits:

Total Deposits:	-

Village of Gilberts
MONTH CLOSED: MARCH, 2014

PD DRUG FORFEITURE ACCT
40-00-105

Beginning Book Balance:	4,920.42	**Previous YTD Credits:**	1,757.38
		Current Credits:	253.16
Deposits (Total):	250.80	**Current YTD Credits:**	2,010.54
Interest Income:	2.36		
(40-00-341) Money Market:		**Previous YTD Debits:**	-
		Current Debits:	-
Miscellaneous Income:		**Current YTD Debits:**	-
Subtotal:	5,173.58		
Checks Written (Total):			
Returned Checks (Total):	-		
Ending Check Book Balance:	5,173.58		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	5,173.58		

Expenditures/Transfers:

Date:	For:	Amount:
	Accounts Payable	
	Total:	-

Deposits:

250.80	
	250.80

Total Deposits/Direct Deposits:

Village of Gilberts
MONTH CLOSED: MARCH, 20143

VOG PAYROLL ACCT
01-00-125

Beginning Book Balance:	-	**Previous YTD Credits:**	
		Current Credits:	
Deposits (Total):	125,571.24		
		Current YTD Credits:	
Voided Checks:			
Check #: **Vendor Name:**		**Previous YTD Debits:**	
		Current Debits:	
		Current YTD Debits:	
Subtotal:	125,571.24		
Checks Written (Total):	125,571.24		
Voided Checks (Total):			
Ending Check Book Balance:	-		
Deposits in Transit:			
Outstanding Checks:	10,692.73		
Balance per Bank Statement:	10,692.73		

Expenditures/Transfers:

Date:	**For:**	
3/13/2014	Payroll	47,388.76
3/27/2014	Payroll	55,060.78
3/13/2014	Payroll-Water	11,595.54
3/27/2014	Payroll-Water	11,526.16
	Payroll	
	Total:	125,571.24

Outstanding Checks:

Check #:	**Amount:**	**Check#:**	**Amount:**
17514	195.63		
17555	195.63		
17556	195.63		
17567	125.31	Flex Benefits	9,407.84
17568	196.41	**Total:**	10,692.73
17572	70.00		
17578	198.00		
17579	108.28		

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
2/28/2014	$ 100.00	February Overweight	$ 721,270.24
3/31/2014	$ 700.00	March Overweight	$ 721,970.24

Resolution No 14 -2014R

RESOLUTION

VILLAGE OF GILBERTS

(Authorizing an agreement between the Village of Gilberts and Lauterbach & Amen, LLP to provide professional audit services

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 Lauterbach & Amen, LLP and such documents as are necessary and convenient to effectuate the professional service agreement to provide professional audit services 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:

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

APPROVED THIS _____ DAY OF _____, 2014

_____
Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

Lauterbach & Amen, LLP
CERTIFIED PUBLIC ACCOUNTANTS

27W457 WARRENVILLE RD. • WARRENVILLE, ILLINOIS 60555
PHONE 630.393.1483 • FAX 630.393.2516
www.lauterbachamen.com

March 20, 2014

The Honorable President
Members of the Board of Trustees
Village of Gilberts, Illinois

We are pleased to confirm our understanding of the services we are to provide the Village of Gilberts, Illinois for the years ended April 30, 2015, April 30, 2016 and April 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the years ended April 30, 2015, April 30, 2016 and April 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, pension plan funding progress and employer contribution schedules, and other postemployment benefit obligation funding progress and employer contribution schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: combining and individual fund statements and schedules, and other information listed as supplemental and schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information: introductory and statistical information.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles.

Your responsibilities include adjusting the financial statements to correct material misstatements and conforming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

VILLAGE OF GILBERTS

Lauterbach & Amen, LLP
Professional Services

	4/30/2015	4/30/2016	4/30/2017
Village audit, including TIF comptrollers excel preparation, TIF complaince opinion and Certificate of Achievement	$18,060	$18,060	$18,600
Police Pension IDOI and MCR report	$1,390	$1,390	$1,430
Total	$19,450	$19,450	$20,030

We appreciate the opportunity to be of service to the Village of Gilberts, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Cordially,

Lauterbach + Amen LLP

LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Village of Gilberts, Illinois.

By: _____

Title: _____

Resolution No. -2014

RESOLUTION

VILLAGE OF GILBERTS

A Resolution approving an CY 2014 Recreational Programming Agreement with the Prairie Valley Family YMCA

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 an CY Recreational Programming Agreement with the Prairie Valley Family YMCA 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:

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

APPROVED THIS _____ DAY OF_____, 2014

_____
Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

VILLAGE OF GILBERTS AND PRAIRIE VALLEY FAMILY YMCA
CY 2014 RECREATIONAL PROGRAMMING AGREEMENT

AGREEMENT made this 10th day of January, 2014, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and the Prairie Valley Family YMCA, an Illinois non-profit corporation (hereinafter referred to as "the YMCA").

RECITAL

WHEREAS, the YMCA, a 501(c)(3) not-for-profit community service organization, offers a wide range of recreational programs and services for the communities it serves: and,

WHEREAS, the Village benefits from the programming efforts of the YMCA through the Gilberts Family Branch YMCA; and,

WHEREAS, the Village and the YMCA agreed on a program of recreational activities that was successfully provided by the YMCA in calendar years 2008, 2009, 2010,2011, 2012 and, 2013: and,

WHEREAS, the Village and the YMCA have agreed on continuing a program of recreational activities to be provided by the YMCA in calendar year 2014; and,

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. For calendar year 2014, the Village and the YMCA agree to provide Recreational programs offered to the citizens of Gilberts by the YMCA on behalf of the Village.

II. SCOPE OF SERVICES. The YMCA shall implement the following program of activities

A. Youth Baseball

1. The YMCA will organize and implement a youth baseball program for children ages 4 and up, based on the need for each level and provided there are enough participants to provide a quality program.

2. The spring youth baseball program will start on April 14, 2014 and run through June 7, 2014.

3. The baseball fields at Waitcus and Memorial Parks shall be reserved for the YMCA baseball games on every Saturday from 8:00 am to 2:00pm, from April 14, 2014 through June 7, 2014.

The baseball fields at Memorial Park and/or Waitcus Park will be reserved for practice sessions for additional hours/days as mutually agreed upon by the YMCA and the Village. Baseball practice times will be scheduled after all organizations have set game times with the Village. To the best of its ability, the Village agrees to provide adequate practice times for YMCA programs.

B. Youth Summer & Fall Soccer

1. The YMCA shall organize and implement a youth soccer program for children ages 4 and up based on the need for each level and provided there are enough participants to provide a quality program.

2. The summer program will start on June 9, 2014 and will run through August 16, 2014. The fall program will start on Aug 18, 2014 and run through October 25, 2014. ~~The three soccer fields at Town Center Park~~ will be reserved for practice sessions for additional hours/days as mutually agreed upon by the YMCA and the Village.
Fields TBD

C. Youth Flag Football

1. The YMCA shall organize and implement a youth flag football program for children ages 6 and up based on the need for each level and provided there are enough participants to provide a quality program.

2. The fall program will start on Aug 18, 2014 and run through October 25, 2014. A field at Town Center Park will be reserved for practice and game sessions for additional hours/days as mutually agreed upon by the YMCA and Village.

D. Day Camp

1. The YMCA shall provide a summer day camp for children ages five through twelve. The day camp program will provide daily outdoor education and activities at Memorial Park, Burnidge Forest Preserve, Tyler Creek Forest Preserve, and the Prairie Valley Branch YMCA, and offsite field trips as scheduled by the YMCA. The YMCA will use Memorial Park as the designated pick-up and drop-off location for program participants.

2. The program will begin 27 May and will conclude on 12 August, 2014 and will be held Monday through Friday of each week.

4. The YMCA will be responsible for coordinating with the Rutland-Dundee Fire Protection District for required emergency services.

III. MAINTENANCE AND FACILITIES

A. Village Responsibilities. The Village agrees to provide the following services to support the programs provided by the YMCA:

1. The Village shall provide brown dirt or turfus and a rake for the YMCA's use on the Memorial Park baseball diamond. If the baseball diamond is in need of more brown dirt or turfus throughout the season, the YMCA will contact the Village to request more to keep the baseball diamond in an appropriate playable condition.

2. Prior to the regular baseball season starting, the Village shall provide and maintain one porta-potty at Waitcus Park, two porta-potties at Town Center Park, and two porta-potties or similar temporary restroom accommodations at Memorial Park.

3. The Village shall provide the YMCA with information for the Village's designated non-emergency contact.

4. The Village shall be responsible for grass mowing and regular garbage collection at Memorial, Town Center and Waitcus Parks. The grass will be properly maintained prior to game times. The Village will provide garbage receptacles through its contracted waste hauler.

5. The Village shall be responsible for filling any pot holes and rolling the soccer field and baseball fields at Memorial/Town Center Parks to create a safe playing surface prior to the beginning of the soccer playing season.

6. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting from vandalism and/or misuse of the Village property.

7. The Village shall provide the YMCA a copy of the appropriate water quality tests for the water fountain at Memorial Park to demonstrate compliance with all applicable state regulations.

8. The Village agrees to assist with the installation of new soccer goal posts, if requested by the YMCA. The Village shall work with the YMCA to ensure that all goals are properly anchored to avoid risk of injury.

B. The YMCA agrees to the following conditions of the use of Village facilities for YMCA programs and activities:

1. The YMCA shall be responsible for lining the fields for the baseball, and soccer programs that they run. The YMCA may coordinate with other programs to stripe and/or prepare Village parks for game or program use.

2. The YMCA shall be responsible for clearing the baselines and spreading dirt and/ or turfus provided by the Village for the baseball diamond at Memorial Park during their baseball seasons. The YMCA shall also be responsible for raking the field prior to its use for games.

3. The YMCA shall be responsible for all equipment they deem necessary.

4. The YMCA shall be permitted to keep a metal storage chest at Memorial Park. The chest must be secured with a lock and is to be removed at the end of the program year, unless otherwise agreed to by the Village. The YMCA shall provide a copy of the key, combination, etc. for the lock to the Village's Public Works Department.

5. The YMCA agrees to restore at the end of a day all Village parks and facilities

used for YMCA activities to the same condition as found at the beginning of the day, as reasonably determined by the Village Public Works Supervisor.

6. The YMCA shall include a disclaimer statement in its promotional materials advising the public that a program may be cancelled, restructured or combined with another Gilberts YMCA program if there is an insufficient number of participants in a program. If a program is cancelled due to inadequate number of participants, the YMCA agrees to refund the participants' fees or offer participation in a similar program elsewhere in the Greater Elgin area, if available.

7. The YMCA shall be responsible for conducting background checks on all coaches and adult volunteers prior to their participation in or assistance with any youth program.

IV. REIMBURSEMENT. The Village shall not be responsible for reimbursing or compensating the YMCA for the provision of the programs identified in this agreement, nor shall the Village be entitled to any funds collected by the YMCA from the registration of program participants or other program-related revenues.

V. OTHER TERMS AND CONDITIONS

A. TERM OF AGREEMENT. This Agreement shall be in effect from _____

B. INSURANCE. The YMCA shall carry a general liability insurance policy for an amount no less than $1,000,000.00 and an umbrella policy for an amount no less than $5,000,000.00. The YMCA shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for YMCA activities and provide a copy of said policy or policies to the Village Clerk prior to the commencement of any activities on Village property by the YMCA

C. INDEMNIFICATION. The YMCA hereby shall indemnify and hold harmless the Village, its officers, representatives, employees, and facilities from and against any and all claims resulting from the use of Village property and/or facilities for YMCA programs and activities.

D. FAILURE TO PERFORM. This Agreement may be declared null and void by either the YMCA or the Village should either the Village or the YMCA fails to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by one to the other provided however, in the event of an extraordinary event or emergency the 30 day written notice period shall be reduced to forty-eight hours written notification, and during which time the other has not complied with this Agreement's provisions and conditions.

E. EQUAL OPPORTUNITY. The YMCA shall not discriminate in its employment, operating or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation or disability.

F. DRUG FREE WORKPLACE. The YMCA shall operate under the terms and conditions of the YMCA's Drug and Alcohol policy, attached to this agreement as

Exhibit "A" and as updated from time to time.

G. AMENDMENT. This Agreement may be amended during the term of this Agreement. By mutual written consent of the Village and the Prairie Valley Family YMCA.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date so shown at the beginning.

Village of Gilberts

Rick Zirk, Village President

Debra Meadows, Village Clerk

Prairie Valley Family YMCA

(authorized signatory)

Gary Bublitz, CEO

1/10/14

Resolution No. -2014

RESOLUTION

VILLAGE OF GILBERTS

A Resolution approving an CY 2014 Recreational Programming Agreement with the Gilberts Grizzlies

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 an CY Recreational Programming Agreement with the Gilberts Grizzlies 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:

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

APPROVED THIS _____ DAY OF_____, 2014

_____
Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

VILLAGE OF GILBERTS AND GILBERTS GRIZZLIES
CY 2014 RECREATIONAL PROGRAMMING AGREEMENT

AGREEMENT made this 26 day of February 2014, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and the Gilberts Grizzlies, an Illinois non-profit corporation (hereinafter referred to as "the Grizzlies").

RECITAL

WHEREAS, the Grizzlies, A 501(c)(3) not-for-profit community service organization, provides youth football and cheerleading programs for the communities it serves: and,

WHEREAS, the Village and the Grizzlies agreed on a program of recreational activities;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. For calendar year 2014, the Village and the Grizzlies agree to provide Support of a youth football program offered to the citizens of Gilberts by the Grizzlies.

II. SCOPE OF SERVICES. The Grizzlies shall implement the following program of activities

A. Youth Football

1. The Grizzlies will organize and implement a youth football program for children ages 5 to 14, based on the need for each level and provided there are enough participants to provide a quality program.

2. The football program will start on June 1, 2014 and run through Dec 1, 2014.

3. Space at Town Center, Memorial, and/or Waitcus Parks shall be reserved for practice sessions for additional hours/days as mutually agreed upon the Village and Grizzlies. To the best of its ability, the Village agrees to provide adequate practice times for Grizzlies teams.

III. MAINTENANCE AND FACILITIES

A. Village Responsibilities. The Village agrees to provide the following services to support the programs provided by the Grizzlies:

1. Prior to the football season starting, the Village shall provide and maintain two porta-potties or similar temporary restroom accommodations at Town Center Park.

2. The Village shall provide the Grizzlies with information for the Village's designated non-emergency contact.

3. The Village shall be responsible for grass mowing and regular garbage collection at Memorial, Town Center and Waitcus Parks. The grass will be properly maintained prior to game times. The Village will provide garbage receptacles through its contracted waste hauler.

4. The Village shall be responsible for filling any pot holes and rolling the football field at Town Center Park to create a safe playing surface prior to the beginning of the football playing season.

5. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting for vandalism and/or misuse of the Village property.

6. The Village shall work with the Grizzlies to ensure that all goals are properly anchored to avoid risk of injury.

B. The Grizzlies agree to the following conditions of the use of Village facilities for Grizzlies' activities:

1. The Grizzlies shall be responsible for lining the fields for the football programs that they run. The Grizzlies may coordinate with other programs to stripe and/or prepare Village parks for game or program use.

2. The Grizzlies agree to restore at the end of the day all Village parks and Facilities used for Grizzlies activities to the same condition as found at the beginning of the day, as reasonable determined by the Village Public Works Supervisor.

3. The Grizzlies shall include a disclaimer statement in its promotional materials advising the public that a program may be cancelled, restructured or combined with another football program if there are an insufficient number of participants in a program. If a program is cancelled due to inadequate number of participants, the Grizzlies agree to refund the participants' fees or offer participation in a similar program elsewhere in the Greater Elgin area, if available.

4. The Grizzlies shall be responsible for conducting background checks on all coaches and adult volunteers prior to their participation in or assistance with any youth program.

IV. REIMBURSEMENT. The Village shall not be responsible for reimbursing or compensating the Grizzlies for the provision of the programs identified in this

agreement, nor shall the Village be entitled to any funds collected by the Grizzlies from the registration of program participants or other program-related revenues.

V. OTHER TERMS AND CONDITIONS

A. TERM OF AGREEMENT. This Agreement shall be in effect from MARCH 1, 2014 to December1, 2014.

B. INSURANCE. The Grizzlies shall carry a general liability insurance policy for an amount no less than $1,000,000.00 and an umbrella policy for an amount no less than $5,000,000.00. The Grizzlies shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for Grizzlies activities and provide a copy of said policy or policies to the Village Clerk prior to the commencement of any activities on Village property by the Grizzlies.

C. INDEMNIFICATION. The Grizzlies hereby shall indemnify and hold harmless the Village, its officers, representatives, employees, and facilities from and against any and all claims resulting from the use of Village property and/or facilities for Grizzlies programs and activities.

D. FAILURE TO PERFORM. This Agreement may be declared null and void by either the Grizzlies of the Village should either the Village or the Grizzlies fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by one to the other provided however, in the event of an extraordinary event or emergency the 30 day written notice period shall be reduced to forty-eight hours written notification, and during which time the other has not complied with this Agreement's provisions and conditions.

E. EQUAL OPPORTUNITY. The Grizzlies shall not discriminate in its employment, operating or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation or disability.

F. AMENDMENT. This Agreement may be amended during the term of this Agreement. By mutual written consent of the Village and the Grizzlies.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date so shown at the beginning.

Village of Gilberts

Rick Zirk, Village President

Debra Meadows, Village Clerk

Grizzlies Football/Cheer League

Brian Kovar

(authorized signatory)

Resolution No. -2014

RESOLUTION

VILLAGE OF GILBERTS

A Resolution approving an CY 2014 Recreational Programming Agreement with the Gilberts Pirates 9U Travel Baseball Team

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 an CY Recreational Programming Agreement with the Gilberts Pirates 9U Travel Baseball Team 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:

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

APPROVED THIS _____ DAY OF_____, 2014

_____
Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

VILLAGE OF GILBERTS AND GILBERTS PIRATES 9U
TRAVEL BASEBALL TEAM
CY 2014 RECREATIONAL PROGRAMMING AGREEMENT

AGREEMENT made this 17th day of Feb, 2014, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and Gilberts Pirates 9U Travel Baseball Team the (hereinafter referred to as "Gilberts Pirates Team").

RECITAL

WHEREAS, Gilberts Pirates 9U Travel Baseball Team provides a youth baseball program for the communities it serves: and,

WHEREAS, the Village and Gilberts Pirates Team agreed on a program of recreational activities;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. For calendar year 2014, the Village and Gilberts Pirates Team agree to provide support of a youth baseball program offered by Pirates Baseball Team.

II. SCOPE OF SERVICES. Gilberts Pirates Team shall implement the following program of activities:

A. Youth Baseball

1. Gilberts Pirates Team will organize and implement youth baseball practices and games.

2. The Gilberts Memorial Park (Tyrrell Road) baseball field shall be reserved for Gilberts Pirates Team practice sessions and games as noted on their schedule **See Attached.**

   Space at Memorial Park shall be reserved for practice sessions and games for additional hours/days as mutually agreed upon by the Village and Gilberts Pirates Team to the best of its ability, the Village agrees to provide adequate practice and game times for Gilberts Pirates Team.

III. MAINTENANCE AND FACILITIES

A. Village Responsibilities. The Village agrees to provide the following services to support the programs provided by Gilberts Pirates Team:

1. Prior to the baseball season starting, the Village shall provide and maintain two porta-potties or similar temporary restroom accommodations at Memorial Park.

2. The Village shall provide Gilberts Pirates Team with information for the Village's designated non-emergency contact as follows: Chief Building Inspector, John Swedberg may be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at 847-428-4167 after normal business hour you may contact Trustee Dan Corbett at 847-361-8991.

3. The Village shall be responsible for grass mowing and regular garbage collection at Memorial and Waitcus Parks. The grass will be properly maintained prior to practice times. The Village will provide garbage receptacles through its contracted waste hauler and arrange for regular garbage pick-up.

4. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting from vandalism and/or misuse of the Village property.

5. The Village shall provide in-field sand for Gilberts Pirates Team use on the Memorial Park baseball diamond. If the baseball diamond is in need of more in-field sand throughout the season, Gilberts Pirates Team will contact the Village to request more to keep the baseball diamond in an appropriate playable condition.

6. The Village shall provide Gilberts Pirates Team a copy of the appropriate water quality test for the water fountain at Memorial Park to demonstrate compliance with all applicable state regulations.

B. Gilberts Pirates Team agrees to the following conditions for the use of Village facilities for Gilberts Pirates Team activities:

1. Gilberts Pirates Team shall be responsible for lining the fields for the baseball program they run. Gilberts Pirates Team may coordinate with other programs to prepare Village parks for practice or program use.

2. Gilberts Pirates Team shall be responsible for clearing the baselines and spreading in-field sand after every use. The sand will be provided by the Village for the baseball diamond at Memorial Park during their baseball season. Gilberts Pirates Team shall also be responsible for raking the in-field after every use, with a rake provided by Gilberts Pirates Team.

3. Gilberts Pirates Team agrees to restore at the end of the day all Village parks and facilities used for Gilberts Pirates Team activities to the same condition as found at the beginning of the day, which includes picking up debris (water bottles, paper, ect.) as reasonably determined by the Village Public Works Supervisor.

4. Gilberts Pirates Team shall be responsible for conducting background checks on all coaches and adult volunteers prior to their participation in or assistance with any youth program.

IV. REIMBURSEMENT. The Village shall not be responsible for reimbursing or compensating Gilberts Pirates Team for the provision of the programs identified in this Agreement, nor shall the Village be entitled to any funds collected by Gilberts Pirates Team from the registration of program participants or other program-related revenues.

V. OTHER TERMS AND CONDITIONS

A. TERM OF AGREEMENT. This Agreement shall be in effect from April 1, 2014 to the YMCA needs the fields 2014. *

C. INSURANCE. Gilberts Pirates Team shall carry a general liability insurance policy for an amount no less than $1,000,000.00 and an umbrella policy for an amount no less than $5,000,000.00. Gilberts Pirates Team shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for Gilberts Pirates Team activities and provide a copy of said policy or policies to the Village Clerk prior to the commencement of any activities on Village property by Gilberts Pirates Team.

D. INDEMNIFICATION. Gilberts Pirates Team hereby shall indemnify and hold harmless the Village, its officers, representatives, employees, and facilities from and against any and all claims resulting from the use of Village property and/or facilities for Gilberts Pirates Team programs and activities.

D. FAILURE TO PERFORM. This Agreement may be declared null and void by either Gilberts Pirates Team or the Village should either the Village or Gilberts Pirates Team fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by one to the other provided however, in the event of an extraordinary event or emergency the 30 day written notice period shall be reduced to forty-eight hours written notification, and during which time the other has not complied with this Agreement's provisions and conditions.

E. EQUAL OPPORTUNITY. Gilberts Pirates Team shall not discriminate in its employment, operating or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation or disability.

F. AMENDMENT. This Agreement may be amended during the term of this Agreement by mutual written consent of the Village and Gilberts Pirates Team.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date so shown at the beginning.

Village of Gilberts

Rick Zirk, Village President

Gilberts Pirates Team
Baseball Team

(authorized signatory)

CERTIFICATE OF INSURANCE

Issue Date: 1/13/2014

Producer:
James C Jenkins Ins Srvc Concd
License No. 0545478
P.O.Box 5668
Concord CA 94524
888-880-3602

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

Insured:
United States Specialty Sports Association
611 Line Drive
Kissimmee, FL 34744
800-741-3014

INSURER A: National Casualty Company
INSURER B: Nationwide Life Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	General Liability Commercial General Liability Occurrence Basis	KRO0000004003000	1/1/2014	1/1/2015	Each Occurrence	$2,000,000
					Damage to Rented Premises(ea occ)	$300,000
					Med Exp (any one person)	$ Excluded
					General Aggregate	$ None
					Personal and Adv Injury	$2,000,000
					Products - Comp/OP Agg	$2,000,000
					Participant Legal Liability	$2,000,000
B	Participant Accident	SPX0000026163500	12:01 AM 1/1/2014	12:01 AM 1/1/2015	AD&D	$ None
					Primary Medical	$ None
					Excess Medical *	$100,000
					Weekly Indemnity	$ None

Description of operations / vehicles / exclusions added by endorsements / special provisions:
Coverage includes amateur play and practice in the insured sport for : gilberts pirates
Certificate holder shall be an additional insured but only with respect to liability caused by the negligent acts or omissions of the named insured and only with respect to losses resulting from the team / league listed and occurring between the coverage effective date listed below and the policy expiration date. *$250.00 Deductible for excess medical

Certificate Holder:

gilberts pirates
joe maskivish
353 jackson ct
gilberts IL 60136

Coverage Effective Date: 1/13/2014 3:39:00 PM

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, under Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

2/18/14 www.usssa.com/sports/IC.asp?Seqno={9993FC13-70CF-4F19-91F0-49B19440F639}&Cert=0

Certificate # USSSA-212894

Authorized Representatives: Scott Turnbull

Gilberts Pirates 9U Baseball

Memorial Park Request

April

4-2-14	4:30-6:30	Practice	
4-4-14	4:30-6:30	Practice	
4-7-14	4:30-6:30	Practice	
4-9-14	4:45-7:45	Game	Crystal Lake Slam
4-13-14	2:00-4:00	Practice	
4-17-14	4:45-7:45	Game	Huntley Blue
4-23-14	4:30-6:30	Practice	
4:30-14	4:30-6:30	Practice	

May

5-4-14	2:00-4:00	Practice	
5-6-14	4:45-7:45	Game	Pro Player Canes
5-8-14	4:30-6:30	Practice	
5-9-14	4:45-7:45	Game	Huntley Red Raiders
5-16-14	4:30-6:39	Practice	
5-28-14	4:30-6:39	Practice	
5-30-14	4:45-7:45	Game	McHenry Cobras

June

6-3-14	4:45-7:45	Game	Lake In The Hills Thunder
6-4-14	4:45-7:45	Game	Algonquin Storm
6-6-14	4:30-6:30	Practice	
6-23-14	4:30-6:30	Practice	
6-25-14	4:30-6:30	Practice	

July

7-1-14	4:30-6:30	Practice	
7-3-14	4:30-6:30	Practice	
7-7-14	4:30-6:30	Practice	
7-9-14	4:30-6:30	Practice	

Resolution No. 18 -2014

RESOLUTION

VILLAGE OF GILBERTS

A Resolution authorizing an Intergovernmental agreement between the Village of Gilberts and the Rutland Dundee Township Fire Protection District for a shared paramedic-police officer

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 an intergovernmental agreement between the Village of Gilberts and the Rutland Dundee Fire Protection District for a shared paramedic-police officer 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:

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

APPROVED THIS _____ DAY OF_____, 2014

_____
Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE RUTLAND DUNDEE TOWNSHIPS FIRE
PROTECTION DISTRICT AND THE VILLAGE OF GILBERTS

This Agreement is made and entered on the last date set forth next to the signature of each party hereto, by and between the RUTLAND DUNDEE TOWNSHIPS FIRE PROTECTION DISTRICT, an Illinois fire protection district (the "District") and the VILLAGE OF GILBERTS, an Illinois municipal corporation (the "Village"), collectively referred to as "the parties," which have approved this Agreement in the manner provided by law.

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorized units of local government and school districts to cooperate with each other in order to accomplish common goals and objectives; and

WHEREAS, the Intergovernmental Cooperation Act [5 ILCS 220/1, *et seq.*] provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency or this state may be exercised, combined, transferred, and enjoyed jointly with any other public agency; and

WHEREAS, the parties are units of local government as defined in the Illinois Constitution and are public agencies pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the Fire Protection District Act [70 ILCS 705/11a] provides that a fire protection district may contract for mutual aid to and from governmental units organized to furnish fire protection services; and

WHEREAS, the Illinois Municipal Code [65 ILCS 5/1-1-5] provides that the corporate authorities of a municipality may exercise jointly with one or more other municipal corporations or governmental subdivisions or districts all powers that it possesses; and

WHEREAS, the parties recognize the need to cooperate in maintaining their concern for public safety; and

WHEREAS, the District from time to time, in responding to calls for emergency medical services, encounters circumstances where due to law enforcement operations, the District's emergency medical personnel cannot safely gain access to persons in need of emergency care; and

WHEREAS, the Village has one or more law enforcement officers qualified to perform paramedic services on a par with those provided by the District; and

WHEREAS, said law enforcement personnel have sufficient training experience and credentials to gain access and render emergency care to persons who, due to law enforcement operations, are not accessible to the District's paramedics; and

WHEREAS, in order to operate as a paramedic, the paramedic or paramedics employed by the Village as police officers are required to be affiliated with an EMS service provider such as the District; and

WHEREAS, it is in the common interest of the District and the Village to have a police officer meeting the requirements of the Police Training Act available to respond to such emergencies where, due to law enforcement operations, the District's EMS personnel are unable to gain access to a person in need of care;

NOW THEREFORE, the parties agree as follows:

1. In order to enhance the EMS operations of the District, the District agrees to add to its roster of paramedics such law enforcement officers employed by the Village holding paramedic licenses and to take such actions as shall be necessary to gain approval from the

Sherman Hospital EMS System to have said officer or officers perform paramedic functions on calls for EMS assistance received by the District.

2. The Village agrees that such officers will undergo such continuing education and training necessary to retain licensure as paramedics and attend such training exercises as the District requires its paramedic personnel to attend.

3. Where the Village's officers are called to act in a paramedic capacity at a scene to which the District is dispatched, such officers shall be subject to the District's command structure and shall follow all of the District's standard operating procedures solely with regard to EMS operations.

4. The District shall provide such training to the Village's officers who are qualified paramedics as shall be required by the Sherman Hospital EMS System of paramedics authorized to render EMS services on behalf of the District within that hospital system.

5. All Village officers shall at all times be employed solely by the Village and all wages and benefits due to such officers shall be the sole responsibility of the Village. The Village shall provide all worker's compensation insurance for its officers and shall be responsible for providing all worker's compensation benefits to its officers should they become injured in the course of providing services contemplated by this Agreement.

6. Except as set forth in paragraph 5, each party agrees to accept responsibility for, and indemnify and hold harmless the other party against, liability relating to any and all of the acts and omissions of its personnel. The parties agree to indemnify and hold each other harmless for any and all claims, losses, damages or costs, including reasonable attorneys' fees, whatsoever, claimed, resulting from or arising out of the acts or omissions of its personnel, or the

possession or use of the other party's vehicle or vehicles under the provisions of or which emanate from the execution or performance of this Agreement.

7. Each party agrees, in any action asserting liability against either of them based upon emergency medical services contemplated in this Agreement, to raise as defenses before any court all applicable civil immunities provided by law.

8. The Fire Chief of the District and the Chief of Police of the Village shall jointly develop operational protocols to implement this Agreement.

9. Each year this Agreement is in effect, the District's Fire Chief and the Chief of Police for the Village shall meet to review the operation of this Agreement and to make recommendations to their respective corporate authorities as to any necessary or desirable amendments to or practices taken under this Agreement.

10. This Agreement shall remain in full force and effect from the last date of the execution hereof and shall automatically renew on the anniversary thereof in each succeeding year for one-year terms unless or until it is terminated as provided for in this paragraph. Either party may terminate this Agreement upon delivery of a written notice to the other party at least thirty (30) days before the intended termination date. Such notice shall be either personally delivered or sent by certified mail, return receipt requested.

11. This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.

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

IN WITNESS WHEREOF, the parties, pursuant to proper and necessary authorization, have executed this Agreement on the date(s) shown below.

APPROVED AND ADOPTED on this _____ day of _____, 2014, by:

RUTLAND DUNDEE TOWNSHIPS FIRE PROTECTION DISTRICT

By: _____
President, Board of Trustees

ATTEST:

By: Ralph L Anderson
Secretary, Board of Trustees

APPROVED AND ADOPTED on this _____ day of _____, 2014, by:

VILLAGE OF GILBERTS

By: _____
Mayor

ATTEST:

By: _____
Village Clerk

GILBERTS POLICE DEPARTMENT

Chief of Police
Louis Rossi

Date: 02 April 2014

To: Ray Keller
Village Manager

From: Louis Rossi
Chief of Police

Attached is an intergovernmental agreement between the Rutland Dundee Township Fire Protection District and the Village of Gilberts that has been approved by the Fire District board of Trustees.

The purpose of this agreement is to provide hospital protocols for part time police officer Michael Lorkowski to act as a paramedic for the police department. Officer Lorkowski is a full time firefighter and licensed paramedic. He is a member of the Northern Illinois Police Alarm System, acting in the capacity of team paramedic. Allowing him to act in this capacity for the gilberts Police Department, he must be affiliated with an area hospital through the fire department. The attached intergovernmental agreement provides the venue for him to access the Sherman Hospital EMS system and perform paramedic functions.

Officer Lorkowski maintains his paramedic licensing and standards through his full time employer. There are no costs to the Village of Gilberts to maintain his standing with the Sherman Hospital EMS system.

I have reviewed this agreement and recommend adoption by the Village Board.

Respectfully,

Louis Rossi
Chief of Police

Resolution No. 19 -2014

RESOLUTION

VILLAGE OF GILBERTS

A Resolution authorizing an intergovernmental agreement between the Village of Gilberts and the Illinois Law Enforcement Alarm System (ILEAS) for Mutual Aid Assistance

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 an intergovernmental agreement between the Village of Gilberts and the Illinois Law Enforcement Alarm Systems (ILEAS) for Mutual Aid Assistance 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:

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

APPROVED THIS _____ DAY OF_____, 2014

_____
Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

Municipality/County of _____
State of Illinois

Resolution No. _____

A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

Whereas the Municipality/County of _____, of the State of Illinois (hereinafter "Municipality""County") is a _____ of the State of Illinois and duly constituted public agency of the State of Illinois, and;

Whereas the Municipality/County, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Municipality/County, and;

Whereas the Municipality/County recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

Whereas, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas, in order to have an effective mutual aid agreement for law enforcement resources and services, this Municipality/County recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas, this Municipality/County recognizes the need for our specific Municipality/County to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas, this Municipality/County also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas, this Municipality/County has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of this Municipality/County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this Municipality/County, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement," and;

Whereas, it is the anticipation and intention of this Municipality/County that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies, and;

Whereas, it is the anticipation and intent of this Municipality/County that the "Law Enforcement Mutual Aid Agreement" will continue to garner support and acceptance from other currently

unidentified public agencies who will enter into the "Law Enforcement Mutual Aid Agreement" over time and be considered as if all signatory public agencies to the "Law Enforcement Mutual Aid Agreement" had executed the "Law Enforcement Mutual Aid Agreement" at the same time,

Now, therefore, be it resolved by this Municipality/County as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

a. Authorization to enter into a Certain Agreement. The _____ of this Municipality/County is hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."

b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.

c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this _____ day of _____, _____.

Ayes:

Nays:

Absent:

Abstain:

Approved this _____ day of _____, _____

_____
President/Mayor/County Board Chairman, etc

Attest:

_____
Municipality/County Clerk etc

Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *towit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

1. Definitions. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. Emergency – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. Illinois Law Enforcement Alarm System (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. Initial Governing Board – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

g. Mutual Aid – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of "October 23, 2002" in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

2. Agreement to Participate in Law Enforcement Mutual Aid.

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

3. The Illinois Law Enforcement Alarm System. By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."

1. Governing Board Composition and Voting. The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

(a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.

(b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:

- 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the "Co-Chairs" from that region;

- a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director's designee,

- a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President's designee,

- a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff's Association or that President's designee.

- two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

(c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a "coin toss" selection process to determine who shall fill that Governing Board member position.

(d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

(e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.

2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.

3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.

4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.

c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.

d. The Public Agency ILEAS shall have the authority, right and power to:

1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;

2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;

3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;

4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;

5. coordinate and provide a facility for training exercises and education;

6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;

8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;

9. employ support personnel to perform the functions and operations of ILEAS;

10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;

11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;

12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;

13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;

14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;

15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

(a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;

(b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;

(c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).

16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.

e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

4. Additional Signatory Public Agency Provisions

a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars ($1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.

b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.

c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.

e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.

f. Each Signatory Public Agency to this LEMAA warrants that:

1. It is a Public Agency under the laws of the State of Illinois.

2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.

3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

5. Termination of Participation in LEMAA

a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.

b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

6. Non-Member Affiliates

a. Definition of Status – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:

1. would be eligible to request or provide law enforcement mutual aid, and;

2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.

b. Purpose of Non-Member Affiliate Status – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.

- A non-member affiliate may:

  1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;

  2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-offcio* Governing Board Consultant;

  3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.

  4. to the extent permitted by law:

     (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.

     (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.

- A non-member affiliate, or its representative(s) may not:

  1. represent to any third party or the public at large that it is a "member" of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;

3. disclose to any third party or the public at large:

   (a) the discussions to which its representatives may be privy at any Governing Board meeting,

   (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,

   (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.

- A non-member affiliate shall:

1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars ($1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.

2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.

3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.

d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.

1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

7. Additional Provisions

a. Application of Law and Venue Provisions - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.

b. Compliance with Laws - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.

c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.

d. Status of a Signatory Public Agency – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.

e. Involuntary Termination of Participation in ILEAS – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

f. Immunities - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.

g. No Third Party Beneficiary -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.

h. Paragraph Headings - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.

i. Severability - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.

- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
- As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
- Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.

k. Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

l. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.

m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

Balance of this page is intentionally left blank before the signature page.

In Witness Whereof, the Signatory Public Agency designated below enters into this LEMAA with all other Signatory Public Agencies who have signed or will sign this LEMAA pursuant to legal authorization granted to it under the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency.

_____
Public Agency Name

By: _____
Legally Authorized Agent

_____
Printed Name:

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the cover letter accompanying the LEMAA in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 *et seq.* and that he/she signs this document pursuant to proper authority granted by that public agency.

_____
Notary Public

My Commission Expires:

Exhibit A

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubonsee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson. Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA

Exhibit B

JO DAVIESS
STEPHENSON
WINNEBAGO
BOONE
McHENRY
LAKE
REGION 4
CARROLL
OGLE
DeKALB
KANE
DuPAGE
COOK
WHITESIDE
LEE
KENDALL
REGION 3
WILL
ROCK ISLAND
HENRY
BUREAU
LA SALLE
GRUNDY
MERCER
REGION 2
PUTNAM
KANKAKEE
STARK
MARSHALL
KNOX
LIVINGSTON
HENDERSON
WARREN
PEORIA
WOODFORD
IROQUOIS
HANCOCK
McDONOUGH
FULTON
TAZEWELL
McLEAN
FORD
REGION 6
REGION 7
MASON
SCHUYLER
LOGAN
DE WITT
CHAMPAIGN
VERMILION
ADAMS
BROWN
CASS
MENARD
PIATT
MACON
SANGAMON
DOUGLAS
EDGAR
MORGAN
PIKE
SCOTT
MOULTRIE
CHRISTIAN
COLES
GREENE
SHELBY
CLARK
MACOUPIN
MONTGOMERY
CUMBERLAND
CALHOUN
JERSEY
REGION 8
EFFINGHAM
JASPER
CRAWFORD
FAYETTE
REGION 9
BOND
MADISON
CLAY
RICHLAND
LAWRENCE
CLINTON
MARION
ST. CLAIR
WAYNE
EDWARDS
WABASH
WASHINGTON
JEFFERSON
MONROE
RANDOLPH
PERRY
HAMILTON
WHITE
FRANKLIN
REGION 11
JACKSON
WILLIAMSON
SALINE
GALLATIN
UNION
JOHNSON
POPE
HARDIN
ALEXANDER
PULASKI
MASSAC

ILEAS
Illinois Law Enforcement Alarm System

1701 E. Main
Urbana, Illinois 61802
217-328-3800
www.ileas.org

David Snyders
Sheriff
Stephenson County
President

Derek Hagen
Sheriff
Iroquois County
Treasurer

Wayne Gulliford
Deputy Chief
Chicago
Secretary

Tom Schneider
Sheriff
Macon County
Sergeant at Arms

James Page
ILEAS
Executive Director

Chief/Sheriff: February 28, 2014

We believe that great organizations always look for ways to improve and to adapt to a constantly changing environment. If ILEAS is to remain relevant and nimble so that it can better serve its member agencies over the long term, it must be constantly reviewing its operation, reaffirming its foundational values and ensuring that it is on solid legal and financial footing.

ILEAS has been in existence for over ten years. We believe it is time for enhancements. Over the last year, the ILEAS Governing Board and the staff have reviewed operations, foundational documents and financial status. Our review revealed that while ILEAS is currently in good shape, there are areas where we could improve. For instance, the online resource database needs updating with better technology and expansion to cover equipment and resources that may not have been available early in ILEAS' development.

The most important change ILEAS is undertaking is the improvement of the mutual aid agreement. Everything ILEAS does is based on that agreement. Over 900 agencies have signed the original agreement which has stood the test of time for ten years. However, after a very detailed internal examination based on experience AND after extensive support and advice from a number of legal experts, ILEAS has developed the next generation agreement!

This new ILEAS agreement builds on the strengths of the original agreement and puts ILEAS on more solid legal footing. It provides capabilities, such as the ability to amend the agreement, that were previously unavailable. ILEAS is not changing the most important roles it has played in mutual aid and the support of local law enforcement. In fact, for you as a law enforcement executive, not much changes. You can still request and respond to mutual aid incidents, the reimbursement and the insurance arrangements do not change, the Governing Board still operates as usual and the ILEAS special teams remain as they are. The new agreement augments ILEAS' legal footing and more specifically acknowledges that ILEAS was being created to oversee the logistics of statewide mutual aid. It provides more specifics on exactly how the Governing Board operates.

We are asking all of our member agencies to adopt this new agreement. ILEAS' goal is to have all the current member agencies adopt the new agreement within a year. This should be a relatively simple process for you. It is particularly important that the new agreement be signed by an official with the legal authority to enter into the agreement on behalf of your public agency. For the vast majority of our members that will be a village president, mayor, city manager, county board chair, etc. Remember, ILEAS was formed pursuant to the Illinois Intergovernmental Cooperation Act and is an agreement between all of the public agencies that sign the agreement.

Also, don't worry, your original agreement is still in effect until you adopt and sign the new one. We have built into this agreement what we believe to be all the tools that you need to ***reaffirm and strengthen your commitment to the ILEAS concept of "Strength Through Cooperation!"***

In the packet you received, we have provided:

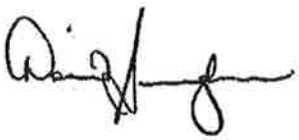
- The new Law Enforcement Mutual Aid Agreement
- A sample resolution for your use if necessary
- An explanatory document which outlines:
    - what ILEAS is and historically how we came to develop a new agreement
    - the differences and similarities between the new and old agreements
    - a step-by-step process for completing the transition

If you want more copies of the explanatory document for your local officials, they will be available. Simply feel free to reach out to your Regional Planning Coordinator or the ILEAS administrative office in Urbana and we will send them to you directly.

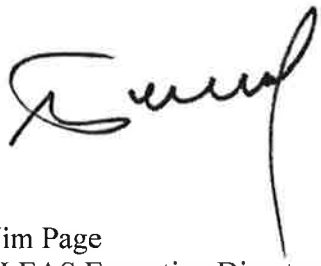
If you, your local public officials or legal advisors have any questions whatsoever, do not hesitate to reach out to us and we will do the best we can to provide the answers. If you want your local Regional Planning Coordinator available to attend city/village/county board meetings to answer questions, that can be arranged as well.

It is our hope and belief that the value ILEAS offers to your agency is well worth the time and effort to adopt the updated agreement. Thank you for your time, consideration and support to strengthen ILEAS so that the best mutual aid system in the country will be there when you need it.

Respectfully,



David Snyders
Stephenson County Sheriff
ILEAS President



Jim Page
ILEAS Executive Director

Resolution No.___-2014

RESOLUTION

VILLAGE OF GILBERTS

Authorizing an extension to the intergovernmental agreement between the Village of Gilberts and Kane County for Animal Control Services

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 an extension to the intergovernmental agreement between the Village of Gilberts and Kane County, Illinois for animal control services. The agreement is attached hereto and made 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 April, 2014 by a roll call vote as follows:

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

APPROVED THIS ____ DAY OF April , 2014

_____
Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 2nd day of July, 2013 by and between the **COUNTY OF KANE**, a body politic and corporate, and the **VILLAGE OF GILBERTS,** an Illinois municipal corporation.

WHEREAS, the County of Kane ("Kane County") is a body politic and corporate duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the Village of Gilberts ("Municipality") is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the "Act") has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits and desires to contract with the County to discharge these responsibilities; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with animal control services, including but not limited to pick-up of animals running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability; and

WHEREAS, the parties have a mutual interest in long term planning for animal control services in Kane County and intend to participate in such planning activities to be convened by the Metro West Council of Government, but desire to enter into an agreement for services while such planning is ongoing; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3 (2006), units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution 06-330 to enter into an intergovernmental agreement with the Municipality as herein provided;

NOW, THERFORE the COUNTY OF KANE and the VILLAGE OF GILBERTS do hereby agree as follows:

Section 1. Incorporation of Recitals. The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

Section 2. Pickup Service Provided. The Kane County Animal Control Department will provide pickup service for stray dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

Section 3. Complaint Calls – Response. The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, from the Municipality's police department (or appropriate Municipal officials if no police department exists), for barking dogs, dogs running at large and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on Exhibit A. The County Board may pass a resolution which shall be binding on the Municipality upon 60 days notice to the Municipality, to increase said rates. Notwithstanding the above, all service fee increases are hereby

capped at a maximum increase of 25% of the Base Rate in the first 12 month period of the agreement. During each subsequent 12 month period, all service fees are likewise capped at a maximum increase of 25% of the Base Rate. "Base Rate" is the amount specified by category of service in Exhibit A.

Section 4. Vicious or Dangerous Dogs. The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

Section 5. Invoices for Services. Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

Section 6. Termination of prior Agreements. Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

Section 7. Fees and Charges to Individual Owners. Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

Section 8. Effective Date; Termination. This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until July 1, 2014 with two one-year renewal options that shall be subject to the following condition: that the Municipality has been and is actively participating in animal control services and facility planning activities that are to be convened and coordinated by the

Metro West Council of Governments, ("Metro West") .The Municipality shall notify the county in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

Section 9. Additional Agreement. The Parties agree to meet to work towards a long term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality.

Section 10, Service Provision Subject to Shelter Capacity.

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the county for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal

Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

Section 11. Indemnification. The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane County's services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by the County and its officers agents and employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

Section 12 Notices. Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

If to Kane County:

County of Kane

Kane County Government Center

719 South Batavia Avenue - Building A - 2nd Floor

Geneva, IL 60134

Attention: County Board Chairman

With a copy to:

Animal Control Administrator

County of Kane

4060 Keslinger

Geneva, IL 60134

With a copy to:

States Attorney, Chief of the Civil Division

100 South Third Street, 4th Floor

Geneva, IL 50134

If to the Municipality:

Village of Gilberts

87 Galligan Road

Gilberts, IL 60136

Attention: Village Clerk

until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

Section 13 Severability. If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

Section 14 Entire Agreement of the Parties. This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

Section 15. Binding Effect; Successors' Assignment. This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

COUNTY OF KANE

By:_____

Christopher Lauzen

County Board Chairman

ATTEST: _____

John A. Cunningham

Kane County Clerk

VILLAGE OF GILBERTS

By:_____

Rick Zirk

President

ATTEST: Debra Meadows

Debra Meadows

Village Clerk

Exhibit A

Kane County Fee Schedule for Municipalities

Service	Fee
Pick up per animal	$25
Pick up charge group of small animals (excluding ferrets, rabbits, exotic birds and reptiles) evictions only	$30
Boarding per animal / per day/ Maximum charge $70	$10
Vaccination for distemper per animal	$30
Euthanasia per dog/cat animal under 30 pounds	$50
Euthanasia per dog/cat animal over 30 pounds	$75
Rabies Observation (includes euthanasia fee) under 30 pounds	$150
Rabies Observation (includes euthanasia fee) over 30 pounds	$175
Specimen pick up	$30
Specimen prep	$50
Eviction cost comprise of pick up charges and boarding.	$100.00