


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 36-14

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator 

DATE: May 16, 2014

RE: Village Board Meeting – May 20, 2014

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

1. CALL TO ORDER

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

Any item may be removed from the consent agenda by request.

A. Motion to approve Minutes from the May 6, 2014 Village Board Meeting

Staff recommend approval of the minutes, which were reviewed at the May 13 Committee of the Whole meeting. Please contact Village Clerk Debra Meadows prior to the meeting if you have any questions or corrections.

B. Motion to approve Minutes from the May 13, 2014 Committee of the Whole Meeting

Please review the enclosed minutes from the May 13 Committee of the Whole meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions. Staff recommend approval.

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

Staff recommend approval of the April 2014 Treasurer's Report, which is provided for the Board's review. Please contact me or Finance Director Marlene Blocker prior to the meeting if you have 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

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

Staff will provide the spreadsheet for bills and salaries recommended for approval as a separate document prior to the meeting. Please contact me or Finance Director Blocker with any questions that may arise prior the meeting.

E. Motion to approve Resolution 26-2014, a Resolution authorizing a service agreement between the Village of Gilberts and WebQA Inc. for CRM and 311 Services

Staff recommend approval of the agreement for the development and support services for WebQA's citizen request management (CRM) system. The CRM setup will provide an online and phone application-based system for Village notifications (e.g. approaching tornadoes, water bill due dates) and citizen-driven service requests (e.g. street lights). The proposed service agreement calls for a one-time setup fee of \$1,500.00 and a monthly subscription cost of \$250.00, for a total first year cost of \$4,500.00 that was included in the FY 2015 budget. The contract was reviewed and added to the Consent Agenda at the May 13 Committee of the Whole meeting. Please contact me or Administrative Intern Elisabeth Wright if additional information will be needed prior to the meeting.

F. Motion to approve Resolution 27-2014, a Resolution authorizing a purchase agreement between the Village of Gilberts and Currie Motors, Frankfort, Illinois for one 2015 Ford Police Interceptor Sedan and one 2015 Ford Utility Police Interceptor in an amount not to exceed \$50,067.00

Staff recommend approval of this resolution authorizing the purchase of a new 2015 Ford Interceptor squad car and a new 2015 Ford Utility Interceptor. Chief Lou Rossi investigated several purchase options and found that the Northwest Municipal Conference contract offered the lowest bids for the desired vehicles. The total cost of \$50,067 for the two vehicles was included in the FY 2015 Police Department budget. The new vehicles will replace G-4, a 2009 Chevrolet Impala with 103,593 miles and G-5, a 2003 Dodge Durango with 110,761 miles, respectively. The Durango will be transferred to the Public Works Department as a support vehicle and G-4 will be auctioned off. Please contact me or Police Chief Lou Rossi if additional information will be needed prior to the meeting.

G. Motion to acknowledge and file the Annual Police Pension Report

State Statute requires the Police Pension Board to submit an annual report to the Village Board. The report summarizes all revenues and expenses for the pension fund, which is shown to have an ending balance of \$1,501,976.93. As in past years, the funds collected from the pension tax levy did not cover the total requested amount, resulting in a subsidy of \$720.69 from general fund revenues to cover the difference. Please contact me or Finance Director Marlene Blocker with any questions.

5. ITEMS FOR APPROVAL

A. Motion to approve Ordinance 10-2014, an Ordinance Establishing the Village of Gilberts Special Service Area Number Twenty-Four

Staff recommend approval of this ordinance establishing Special Service Area #24, which is proposed to replace SSA #19 that was established in 2006 for the Conservancy development. The Village has satisfied all of the statutory requirements and deadlines for establishing a new special services area.

The adoption of the ordinance provides the mechanism to facilitate the restructuring of the defaulted SSA #19 bonds. The ordinance approves the special tax roll and report prepared by David Taussig & Associates, which sets forth the methodology for spreading the special taxes within SSA #24. The ordinance establishes the reduced principal amount of the Bonds which may be issued in exchange for the outstanding SSA #19 Bonds and therefore a reduced levy amount. It also reflects the extended maturity of the SSA #24 Bonds and provides for the levy of special taxes through 2033. The Special Tax Report includes certain additional modifications required due to the changes made in the SSA #24 Bonds compared to the SSA #19 Bonds.

Please contact me, Village Attorney Julie Tappendorf or Bond Counsel Laura Bilas if additional information will be needed prior to the meeting.

B. Motion to approve Ordinance 11-2014, an Ordinance providing for issuance of not to exceed \$9,750,000 Village of Gilberts, Kane County, Illinois Special Service Area Number Twenty Four Special Tax Bonds, Series 2014 (The Conservancy Project) and providing for the Levy of a Direct Annual Tax on Taxable Property in such Special Service Area for the payment of Principal of Interest on such Bonds

Staff recommend approval of this ordinance authorizing \$9,750,000 in new SSA #24 bonds to be issued in exchange for the outstanding \$15,000,000 principal amount of defaulted SSA #19 Bonds. The Bonds are to be issued at an interest rate of 5.375% and will mature on March 1, 2034 subject to earlier sinking fund and mandatory redemptions.

The Bond Ordinance approves the forms of certain documents including:

- (1) an Amended and Restated Trust Indenture, which amends the Indenture pursuant to which the SSA #19 Bonds were issued.
- (2) a form of consulting agreement with David Taussig & Associates which will serve as the Consultant to the Village to administer the SSA and to bill and collect the special taxes directly on behalf of the Village without going through the County.
- (3) a form of continuing disclosure agreement to be entered into between the Village and Gilberts Development LLC to effect compliance with Rule 15c2-12 adopted by the Securities Exchange Commission pursuant to which the Village agrees to provide notice of certain events and file annual financing information.
- (4) a form of Reoffering Memorandum which describes the terms of the SSA #24 Bonds, the security for the Bonds, the Special Service Area, the Special Tax Report and certain bondholder risks. This document was requested by the existing bondholders and will be delivered on or prior to the time the SSA #24 Bonds are exchanged for the SSA #19 Bonds.

There will be no cash delivered in connection with the exchange of the SSA #24 Bonds for the SSA #19 Bonds. It is anticipated that the SSA #24 Bonds will be issued 10 days after the adoption of the Bond Ordinance at which time the SSA #19 Bonds will be cancelled by the Trustee. At the first Village Board meeting after the Bonds are issued, the Ordinances establishing SSA #19 and SSA #20 will be repealed and the lien

on the property associated with those SSA's released. An additional ordinance abating the Levy Year 2014 Special Service Area Taxes, which were levied in connection with the SSA #19 Bonds, shall be presented for adoption and upon adoption filed with the County Clerk.

Please contact me, Village Attorney Julie Tappendorf or Bond Counsel Laura Bilas if additional information will be needed prior to the meeting.

C. Motion to approve Resolution 28-2014, a Resolution authorizing a professional service agreement between the Village of Gilberts and David Taussig and Associates, Inc. to provide consulting services for the issuance of Bonds for Special Service Area # 24

Staff recommend approval of this agreement for Taussig's services for the preparation of the special tax roll and report for SSA #24. This agreement is separate from the agreement for ongoing administrative services after the bonds are issued, which is attached as an exhibit to the bond ordinance and does not need separate approval. The developer is responsible for paying Taussig's fee of \$30,000 plus expenses for preparing the tax roll and report. However, Taussig requires the Village to be a party to the agreement as the special tax roll and report relate to the work performed for the SSA established by the Village. Please contact me, Village Attorney Julie Tappendorf or Bond Counsel Laura Bilas if additional information will be needed prior to the meeting.

D. Motion to approve Resolution 29-2014, a Resolution approving the Executive Session Meeting Minutes

Staff recommend approval of the resolution releasing the January 7, 2014 minutes to the public, approving but not releasing the minutes from three other executive sessions, and affirming the confidentiality of the minutes from 14 other executive sessions. Please contact Village Clerk Debra Meadows with any questions about the executive session minutes.

6. ITEMS FOR DISCUSSION

Please contact me or Village President Rick Zirk to add any new items for discussion.

7. STAFF REPORTS

Staff will provide any updates at the meeting.

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

Please contact me about any current executive session topics.

11. ADJOURNMENT

**Village Board of Trustees
Meeting Agenda
Village of Gilberts
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
May 20, 2014
7:00 P.M.
A G E N D A**

ORDER OF BUSINESS

- 1. CALL TO ORDER / PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL / ESTABLISH QUORUM**
- 3. PUBLIC COMMENT**
- 4. CONSENT AGENDA**
 - A. A Motion to approve Minutes from the May 6, 2014 Village Board Meeting
 - B. A Motion to approve Minutes from the May 13, 2014 Committee of the Whole Meeting
 - C. A Motion to approve April 2014 Treasurer's Report
 - D. A Motion to approve Bills & Salaries dated May 20, 2014
 - E. A Motion to approve Resolution 26-2014, a Resolution authorizing a service agreement between the Village of Gilberts and WebQA Inc. for CRM and 311 Services
 - F. A Motion to approve Resolution 27-2014, a Resolution authorizing a purchase agreement between the Village of Gilberts and Currie Motors, Frankfort, Illinois for one 2015 Ford Police Interceptor Sedan and one 2015 Ford Utility Police Interceptor in an amount not to exceed \$50,067.00
 - G. A Motion to acknowledge and file the Annual Police Pension Report
- 5. ITEMS FOR APPROVAL**
 - A. A Motion to approve Ordinance 10-2014, an Ordinance Establishing the Village of Gilberts Special Service Area Number Twenty-Four
 - B. A Motion to approve Ordinance 11-2014, an Ordinance providing for issuance of not to exceed \$9,750,000 Village of Gilberts, Kane County, Illinois Special Service Area Number Twenty Four Special Tax Bonds, Series 2014 (The Conservancy Project) and providing for the Levy of a Direct Annual Tax on Taxable Property in such Special Service Area for the payment of Principal of Interest on such Bonds
 - C. A Motion to approve Resolution 28-2014, a Resolution authorizing a professional service agreement between the Village of Gilberts and David Taussig and Associates, Inc. to provide consulting services for the issuance of Bonds for Special Service Area # 24
 - D. A Motion to approve Resolution 29-2014, a Resolution approving the Executive Session Meeting Minutes
- 6. ITEMS FOR DISCUSSION**
- 7. STAFF REPORTS**
- 8. BOARD OF TRUSTEES REPORTS**
- 9. PRESIDENT'S REPORT**
- 10. EXECUTIVE SESSION**

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2 (c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 102/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2 (c) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.
- 11. ADJOURNMENT**

AUDIENCE PARTICIPATION

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

To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President.

If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue.

During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting.

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

**Village of Gilberts
87 Galligan Road
Gilberts IL 60136
Village Board
Meeting Minutes
May 6, 2014**

NOT APPROVED MINUTES

Call to Order/Pledge of Allegiance

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

Roll Call / Establish Quorum

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, Mierisch, LeClercq, Farrell, Hacker and President Zirk. 1-absent: Trustee Zambetti. Others present: Administrator Keller, Assistant Administrator Beith, Finance Director Blocker and Village Clerk Meadows. For members of the audience please see the attached list.

Presentations

Northern Kane County Chamber of Commerce-Community Service Award

President of the Northern Chamber of Commerce Melissa Hernandez addressed the Board. She reported that the Chamber will once again be sponsoring the Community Service Award Ceremony. The award will recognize and honor one resident from each of the participating communities for their dedicated service to worthy causes which improve and make a positive impact to their communities. The recognition ceremony is scheduled to be held on Wednesday, November 11th at Randall Oaks Banquet facility. President Hernandez reported that she will be providing the participating communities with more information in the upcoming months. She thanked the Board Members for their time.

Trustee Zambetti arrived at 7:07 p.m.

Baxter & Woodman-Update on the Barium/Radium Pretreatment System

Engineer Harmon provided the Board Members with a brief overview on the construction progress of the Barium/Radium pretreatment system. He reported that the construction of the system should be completed ahead of schedule and well before the IEPA deadline of August 1st. The Board Members thanked Engineer Harmon for the construction update.

Public Comment

President Zirk asked if anyone in the audience had any comments or questions for the Board Members. Resident Dan Pace who resides at 721 Kerry Court addressed the Board. He inquired on what transpired with respect to a recent incident at the Intra Soccer facility that required ten squad cars from Kane County, Elgin and Gilberts Police Departments to respond to the scene. Administrator Keller reported that the incident that happened at the soccer facility last Sunday from his understanding was a disagreement between the referee and some of the players. Mr. Pace noted that it has only been three weeks in which the soccer facility has had a liquor license and already a police presence has been needed. President Zirk noted that if Mr. Pace is looking to FOIA a police report with respect to the incident at the soccer facility he would need to contact Kane County Sheriff's Department as it is their jurisdiction. President Zirk went on to report that the Kane County Board had noted that if there were a significant number of alcohol related disturbance at the soccer facility Kane County would consider revoking their liquor license. Mr. Pace thanked the Board Members for their time.

Consent Agenda

- A. A Motion to approve Minutes from the April 15, 2014, Village Board Meeting**
- B. A Motion to ratify Bills and Salaries dated April 30, 2014 as follows: General Fund \$40,577.95, Performance Bonds and Escrows \$369,113.90 and Water Fund \$20,027.44**
- C. A Motion to approve Bills and Salaries Dated May 6, 2014 as follows: General Fund \$342,434.61, Performance Bond and Escrows \$1,232.00, Water Fund \$9,567.13, and Payroll \$74,179.83**
- D. A Motion to approve Proclamation 01-2014, a Proclamation proclaiming May as the Motorcycle Awareness Month in the Village of Gilberts**

President Zirk asked if there were any items on the Consent Agenda that the Board Members wished to remove. There were no comments from any of the Board Members. **A Motion was made by Trustee LeClercq and seconded by Trustee Zambetti to approve the consent agenda items A-D as presented.**

Roll call: Vote: 6-ayes: Trustees Corbett, Mierisch, LeClercq, Zambetti, Farrell and Hacker. 0-nays, 0-abstained. Motion carried.

Items for Approval

A Motion to approve Resolution 22-2014, a Resolution authorizing a work order with Elmund & Nelson Company for the repairs to Indian Trail's Street Lights

Administrator Keller reported that this project was included in the FY 2015 Public Works-Street Light budget line item. He noted that Elmund & Nelson had scheduled the work to start the week of May 19th, weather permitting.

Administrator Keller noted that the work does require the contractor to access utility easements around seven properties in the neighborhood. Chief Building Inspector Swedberg had sent letters to the seven property owners in which the work will occur.

Trustee Mierisch inquired if the copper lines would be durable and not fail in a few years. Administrator Keller responded by reporting that the life expectancy of the copper lines is estimated at 20-30 years. Excluding any type of accidental digging damage if someone were not to call for a JULIE locate.

There being no further discussion on the motion, **A Motion was made by Trustee Zambetti and seconded by Trustee Mierisch to approve Resolution 22-2014, a Resolution authorizing a work order with Elmund & Nelson Company for the repairs to Indian Trail's Street Lights.** Roll call: Vote: 6 ayes- Trustee Mierisch, LeClercq, Zambetti, Farrell, Hacker and Corbett. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 23-2014, a Resolution authorizing a work order with Phoenix & Associates for the completion of a drainage project

Administrator Keller reported approval of the Phoenix & Associates work order would allow for the completion of a modification to the outlet for the Gilberts Town Center retention pond, located adjacent to Higgins Road. If approved Phoenix will adjust the outlet restrictor and install a bypass pipe to lower the pond's water level to the originally designed elevation. The improvement is expected to benefit the Town Center Park development project by reducing the water table under the park's surface. Administrator Keller reported that the Town Center Park improvements will be discussed in length at the next Committee of the Whole meeting.

A Motion was made by Trustee LeClercq and seconded by Trustee Zambetti to approve Resolution 23-2014, a Resolution authorizing a work order with Phoenix & Associates for the completion of a drainage project. Roll call: Vote: 6-ayes: Trustees LeClercq, Zambetti, Farrell, Hacker, Corbett and Mierisch. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 24-2014, a Resolution approving a Mutual Nondisclosure Agreement between the Village of Gilberts and Syndeo Networks, Inc.

Assistant Administrator Beith provided the Board Members with an overview on the progress of the board band fiber optic project. He reported that he had been working with Northern Illinois University to create options for a fiber optic network in Gilberts. NIU had referred the Village to Syndeo Networks Inc., a potential content provider who can deliver voice, video and internet services through a fiber optic network.

A representative from Syndeo Networks provided the Board Members with a brief overview of their company. President Zirk inquired if the nondisclosure agreement was just to protect their financial business model. The representative from Syndeo Networks replied yes. Trustee Corbett noted this type of agreement is fairly standard within this type of industry.

There being no further discussion on the motion, **a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Resolution 24-2014, a Resolution approving a Mutual Nondisclosure Agreement between the Village of Gilberts and Syndeo Networks, Inc.** Roll call: Vote: 6-ayes: Trustees Zambetti, Farrell, Hacker, Corbett, Mierisch and LeClercq. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 25-2014, a Resolution designating public depository and authorizing withdrawal of municipal public moneys

Finance Director Blocker reported that she had to move some of the Village funds from Union Bank due to the fact the funds had exceeded the amount that the Union Bank was able to provide collateralization. Finance Director Blocker reported that she had researched CD interest rates and McHenry Savings Bank offered the best CD interest rates. There being no further discussion on the motion, **a Motion was made by Trustee LeClercq and seconded by Trustee Farrell to approve Resolution 25-2014, a Resolution designating public depository and authorizing withdrawal of municipal public moneys.** Roll call: Vote: 6-ayes: Trustees Farrell, Hacker, Corbett, Mierisch, LeClercq and Zambetti. 0-nays, 0-abstained. Motion carried.

Staff Reports

Administrator Keller reported that he had met with Dan Sheppard a representative from Par Development to discuss the construction of the berm adjacent to I-90 and the Dunhill Estates Subdivision. Administrator Keller will have Engineer Blecke review the proposed plans. In addition, Mr. Sheppard had agreed to access the site from I-90 and not disturb Memorial Park.

Administrator Keller commented on Governors Quinn's recent proposal to make the Illinois temporary income tax increase permanent.

Board of Trustees Reports

Trustee Corbett inquired if the NOAA Weather Radios were still available. Assistant Administrator Beith will check to see if they are still available and report back. Trustee Corbett inquired if the electrical contractor installing the permanent power in Town Square Park was going to have the system stress tested prior to the start of Community Days. He suggested staff may want to consider having a back-up generator available during the upcoming festival.

Village Board
Meeting Minutes
May 6, 2014
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Trustee Farrell inquired if the any Village Official and Staff planned on attending the YMCA dinner. Administrator Keller noted if anyone was interested in attending to let staff know so they can make the arrangements.

President's Report

No report

Adjournment

There being no further public business to discuss, **a Motion was made by Trustee LeClercq and seconded by Trustee Zambetti to adjourn from the public meeting at 7:54 p.m.** Roll call: Vote: 6-eyes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

**Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136
Village Board
Meeting Minutes
May 13, 2014**

NOT APPROVED MINUTES

Call to Order/ Pledge of Allegiance

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

Roll Call/ Establish Quorum

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, Mierisch, Farrell, Hacker and President Zirk. 2-absent: Trustees LeClercq and Zambetti.

Items for Discussion

Minutes from the May 6, 2014 Village Board Meeting

President Zirk inquired if any of the Board Members had any questions or comments on the Village Board Meeting Minutes as amended. There were no comments from the Board Members on the meeting minutes. President Zirk directed staff to place the May 6, 2014 Village Board Meeting Minutes on the next consent agenda.

Resolution 26-2014, a Resolution authorizing a service agreement between the Village of Gilberts and WebQA Inc. for CRM and 311 Services

Administrator Keller reported that a representative from GovQA was in attendance and would provide the Board Members with an overview of the Citizen Response Management Software. He proceeded to inform the Board Members of the software's capabilities. He reported that the software provides an online and phone application-base system for Village notifications such as upcoming events, weather related warnings, water billing information and citizen driven requests.

Administrator Keller noted that Intern Wright had previously reported on the proposed software application and at this time staff would like to formally introduce the Board Members to GovQA National Sales Manager, Kent Hartsfield. Intern Wright proceeded to introduce National Sales Manager Hartsfield.

Mr. Hartsfield provided the Board Members with an overview of GovQA. He reported that GovQA has been providing proactive, auto-answer and auto-action technologies to municipalities for fifteen years. Currently they have over 500 municipalities using their CRM and 311 services.

Mr. Hartsfield reported that if the Board Members approved the GovQA service agreement they would be providing Staff Members with training. In addition, they would assist the Staff Members with a soft launch and about four to five weeks after the soft launch the CRM and 311 Service software applications would go live. Mr. Hartsfield asked if the Board Members had any questions. There were no questions or comments from the Board Members. President Zirk directed staff to place Resolution 26-2014 on the next consent agenda.

Resolution 27-2014, a Resolution authorizing a purchase agreement between the Village of Gilberts and Currie Motors, Frankfort, Illinois for one 2015 Ford Police Interceptor Sedan and one 2015 Ford Utility Police Interceptor in an amount not to exceed \$50,067.00.

Administrator Keller reported that approval of this Resolution authorizes the purchase of a new 2015 Ford Interceptor squad car and a new 2015 Ford Utility Interceptor, which would continue the Police Department's annual replacement schedule. Administrator Keller commented on the fact that the Illinois Joint Purchasing Program for vehicles deadline had passed. Chief Rossi investigated several purchase options and found that the Northwest Municipal Conference contract offered the lowest bids for the desired vehicles and saved the Village \$1,000.00 from the original State Purchasing contract. The cost of the two vehicles was included in the FY-2015 budget. The new vehicles will replace G-4 and G-5. Administrator Keller noted that G-5 (2003 Durango) will be transferred to the Public Works Department as a support vehicle and G-4 will be auctioned off. President Zirk inquired if the new squad equipment cost of an estimated \$5,000.00 was also included in the FY-2015 budget. Administrator Keller replied yes.

There being no further discussion on Resolution 27-2014, President Zirk directed staff to place the resolution on the next consent agenda.

Town Center Park Update

Administrator Keller reported that he along with Chief Building Inspector Swedberg, Engineer Blecke and Phoenix Representatives Casey Hutson and George Kannigan have meet for the last several weeks to discuss Town Center Regional Park improvements. Collectively they have drafted a park concept plan that allows for additional field use space and eliminates the extensive earthwork while holistically addressing the high water table both in the park and in the Town Center Subdivision.

A lengthy discussion ensued with respect to the Town Center Regional Park concept plan. Trustee Hacker inquired if the plan included overland swallows. Stormwater Consultant Hutson replied no, that in their opinion the preferred method would use underground piping. Trustee Hacker was in favor of the concept plan and gaining the additional field space.

The Board Members along with Administrator Keller discussed the phasing in of the park amenities. Administrator Keller noted that the first phase would include the splash pad, pony league ball field and the football and soccer fields depicted on the concept plan map.

Trustee Hacker inquired on the mechanics of the splash pad. He questioned how the water flow would be controlled. Administrator Keller reported that the staff and the consultants are researching various devices to regulate the water flow of the splash pad.

Administrator Keller commented on inviting residents to review the proposed plan and make suggestions. He proposed hosting an informal meeting with the residents that had expressed an interest in offering suggestions on the park plan. The Board Members agreed with Administrator Keller's proposal of an informal meeting with the interested residents.

There was some discussion on which amenities would be fenced in. President Zirk suggested that the seating areas be placed on hard surfaces such as asphalt to avoid the areas becoming muddy and unusable.

There was some discussion on offering local businesses an opportunity to donate park benches and other types of park equipment amenities. Stormwater Consultant Kannigan reported that he has already solicited donations for Scurto Concrete. They will be donating the concrete footings and wall for the concession stand facility.

The Board Members concurred that they preferred this concept plan over the plan that was previously submitted. Administrator Keller recommended drafting an agreement with Baxter & Woodman to design and construct the park improvements and having Phoenix & Associates work as a sub-contractor. The Board Members agreed with Administrator Keller's recommendation to draft an agreement with Baxter & Woodman.

Staff Reports

Administrator Keller provided the Board Members with an update on the release of the Kane County Tax Certificates relative to the Conservancy project. A lengthy discussion ensued with respect to the Conservancy project's bond holders' outstanding obligations. The Board Members concurred this matter is Gilberts Development LLC's issue as the Village will be made whole regardless of the outcome of the performance bond issues.

Trustee Hacker inquired on what the cost is associated with the IEPA Barium and Radium removal mandate. Administrator Keller replied that Engineer Harmon projected the cost to remove the Barium and Radium for the water system to be .76 per 1,000 gallons.

The Board Members suggested during the water rate discussion staff draft information notifying the community on the recent IEPA mandate and the cost associated with compliance. The Board Members directed staff to include the information in the Village newsletter, facebook page, and the Village Website.

President Zirk suggested hosting an informal open house in which residents could ask questions about the cost associated with treating water and wastewater. Administrator Keller suggested the possibility of providing residents with tours of the water and wastewater facilities.

Finance Director Blocker updated the Board Members with progress of the audit that is currently underway.

Intern Wright reported that she recently was awarded an NIU scholarship. The Board Members congratulated Intern Wright on her achievement. Administrator Keller noted that this is a very prestigious acknowledgement and commended Intern Wright on her recognition from NIU.

Board of Trustee Reports

Trustee Corbett asked staff if they have scheduled a stress test on the newly installed electrical power system in Town Square Park. Staff replied yes the system will be tested prior to the start of the Community Days Festival.

President's Report

President Zirk reported that the Community Days Committee is looking for volunteers to sell wrist band on both Saturday and Sunday, anyone interested in volunteering can contact Clerk Meadows.

Adjournment

There being no further public business to discuss, **a Motion was made by Trustee Farrell and seconded by Trustee Hacker to adjourn from the public meeting at 7:49 p.m.** Roll call: Vote: 4-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

Village of Gilberts

87 Galligan Road

Gilberts, Illinois

Committee of the Whole Meeting

Sign-in-Sheet

May 13, 2014

Name

Address

Telephone #

HAROLD MIERISCH

124 RESTON

~~630-432-1234~~

CASEY HUTSON

94 RAILROAD

~~630-432-1234~~

GEORGE KANAGIN

94 RAILROAD

~~630-432-1234~~

Kent Hartsfield

GovQA

~~630-432-1234~~

Fund Summary

	Balance as of 4/30/14	Restricted / Designated Funds	Unrestricted / Undesignated Funds
Unrestricted - General Fund			340,740.01
Restricted - Total		6,101,689.99	
Committed- Designated Reserves		597,813.37	
- 2.1 Months Expenses	597,813.37		
Committed - Road Improvement		481,527.74	
- 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	16,525.72		
- FY-14 Kreutzer Road Repair	(15,000.00)		
Committed- Infrastructure Fund		365,494.15	
- FY-12 (Transfer -Garbage)	108,047.92		
- FY-13 (Transfer -Garbage)	133,104.58		
- FY-14 (Transfer -Garbage)	124,341.65		
Committed - Road Bond Repayment		185,580.12	
- FY-13 (1% Sales Tax)	159,422.43		
- FY-14 May Interest Payment	(27,062.50)		
- FY-14 (1% Sales Tax)	172,392.69		
- 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		462,134.11	
- Balance - Illinois Funds	407,914.87		
- Balance - Union Bank Money Market	54,219.24		
Committed - Capital Improvement		174,852.74	
- 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)		
- FY-14 (Transfer -Garbage)	26,567.48		
Committed - New Development Fees		1,037,936.21	
- 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	(10,552.34)		
- FY-14 Municipal Impact Fee	59,200.00		

Committed - Tree Replacement/Beautification		18,570.19		
- FY-09 Recycling Revenue	2,500.00			
- FY-10 Recycling Revenue	5,000.00			
- FY-10 Tree Replacements	(590.00)			
- FY-12 Recycling Revenue	10,026.40			
- FY-12 Tree Program	(727.50)			
- FY-13 Recycling Revenue	5,000.00			
- FY-14 Sidewalk Replacement	(660.00)			
- FY-14 Tree Program	(4,478.71)			
- FY-14 Recycling Revenue	2,500.00			
Committed - EDUI Funds		23,817.02		
- FY-12 Balance	3,918.55			
- FY-13 Balance	13,710.91			
- FY-14 Balance	6,187.56			
Restricted - Drug Forfeiture		6,058.18		
- Balance	6,058.18			
Committed - Enterprise Fund (Water / Wastewater)		2,379,816.04		
- Balance	2,379,816.04			
Committed - Pass Thru/Escrows		368,090.12		
- Balance	368,090.12			
Total		6,101,689.99	340,740.01	6,442,430.00

General Fund Revenue Receivable			105,303.49
- State Income Tax Payments Delayed	105,303.49		

Total Unrestricted Funds including Receivables			446,043.50
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Additional Information

Pass Thru - Balance of Escrow		368,090.12
- Building Permit-Town Center	15,852.87	
- Performance Bonds / Escrows	250,837.24	
- TIF #1	32,466.01	
- Impact Fees - Library	49,534.00	
- Impact Fees - School	-	
- Impact Fees - Fire District	3,000.00	
- Transistion Fees - Fire	2,000.00	
- Transistion Fees - Library	400.00	
- Transistion Fees - School	14,000.00	

SSA #20 Loan from Water Department		574,724.39
- FY-08 Advances	341,194.63	
- FY-09 Advances	233,529.76	

Total Due Water/Sewer Fund		574,724.39
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TREASURER'S STATEMENT AS OF April 30, 2014

	MONTH	YEAR TO DATE		YEAR TO DATE
Beginning Bank Balance:			<u>7,331,652.49</u>	<u>6,199,260.59</u>
Credits:				
General Fund:	<u>1,115,072.94</u>	<u>5,247,300.15</u>		
GO Bond	<u>-</u>	<u>1.36</u>		
Water Fund:	<u>1,643,844.38</u>	<u>3,376,697.33</u>		
Motor Fuel Tax (MFT):	<u>10,991.06</u>	<u>217,470.65</u>		
Performance Bonds/Escrow:	<u>36,136.75</u>	<u>362,782.84</u>		
TIF #1	<u>13.36</u>	<u>12,786.63</u>		
Drug Forfeiture:	<u>884.60</u>	<u>2,895.14</u>		
Total Credits All Funds:	<u>2,806,943.09</u>	<u>9,219,934.10</u>	<u>2,806,943.09</u>	<u>9,219,934.10</u>
Expenses:				
General Fund:	<u>1,364,157.58</u>	<u>4,853,030.95</u>		
GO Bond	<u>-</u>	<u>18,992.24</u>		
Water Fund:	<u>344,534.21</u>	<u>1,918,585.97</u>		
Motor Fuel Tax (MFT):	<u>161,511.35</u>	<u>161,511.35</u>		
Performance Bond/Escrow:	<u>1,825,864.94</u>	<u>2,009,058.43</u>		
TIF #1	<u>97.50</u>	<u>15,585.75</u>		
Drug Forfeiture:	<u>-</u>	<u>-</u>		
Total Debits All Funds:	<u>3,696,165.58</u>	<u>8,976,764.69</u>	<u>3,696,165.58</u>	<u>8,976,764.69</u>
Ending Bank Balance:				
General Fund:	<u>3,242,184.42</u>			
Water Fund:	<u>2,379,816.04</u>			
Motor Fuel Tax (MFT):	<u>462,134.11</u>			
Performance Bond/Escrow:	<u>319,771.24</u>			
TIF #1	<u>32,466.01</u>			
Drug Forfeiture:	<u>6,058.18</u>			
Total Debits All Funds:	<u>6,442,430.00</u>		<u>6,442,430.00</u>	<u>6,442,430.00</u>

TREASURER'S SIGNATURE:



DATE: April 14, 2014

GENERAL FUND MONEY MARKET
01-00-105

		Previous YTD Credits:	<u>4,132,227.21</u>
Beginning Book Balance:	<u>433,329.81</u>		<u>561,222.48</u>
		Current Credits:	<u>836,075.65</u>
Deposits (Total):	<u>490,517.14</u>		<u>5,529,525.34</u>
Interest Income:		Current YTD Credits:	<u>5,529,525.34</u>
(01-00-341) Money Market:	<u>186.85</u>	Previous YTD Debits:	<u>3,488,873.37</u>
(01-00-341) Checking:	<u>3.88</u>		<u>308,489.17</u>
(01-00-342) Performance Bond:	<u>17.01</u>	Current Debits:	<u>1,055,668.41</u>
Miscellaneous Income:	<u>755.00</u>	Current YTD Debits:	<u>4,853,030.95</u>
Transfer From Illinois Funds	<u>274,853.17</u>		
Transfer From Water Fund	<u>1,122.15</u>		
Transfer of Garbage Revenue	<u>68,620.45</u>		
CD Interest			
Subtotal:	<u>1,269,405.46</u>	G/F MM Balance:	<u>213,737.05</u>
		IL Funds Balance:	<u>1,546,452.46</u>
Checks Written (Total):	<u>605,668.41</u>	Barrington Bank CD's:	<u>1,480,994.91</u>
NSF Check		G/F CKG Balance:	<u>1,000.00</u>
Transfer Tto McHenry Savings	<u>450,000.00</u>	Total balance:	<u>3,242,184.42</u>
Ending Check Book Balance:	<u>213,737.05</u>		
Deposits in Transit:	<u>20.89</u>		
Outstanding Checks:			
Balance per Bank Statement:	<u>213,716.16</u>		

Expenditures/Transfers:

Date:	For:	
<u>4/1/2014</u>	Accounts Payable	<u>28,461.83</u>
<u>4/15/2014</u>	Accounts Payable	<u>135,750.88</u>
<u>4/24/2012</u>	Payroll	<u>62,457.53</u>
<u>4/1/2014</u>	January Insurance	<u>18,987.36</u>
<u>4/10/2014</u>	Payroll	<u>44,579.69</u>
<u>4/30/2014</u>	Accounts Payable	<u>40,577.95</u>
<u>4/30/2014</u>	Accounts Payable	<u>274,853.17</u>
	Total:	<u>605,668.41</u>

Deposits:	Deposits:	Direct Deposits	
<u>125.00</u>	<u>106.00</u>	T-Mobile	<u>1,725.00</u>
<u>350,000.00</u>	<u>154.00</u>	Kane County	
<u>92.00</u>	<u>580.20</u>	Nicor	<u>21,112.91</u>
<u>25.00</u>	<u>85.00</u>	Exelon	<u>14,017.42</u>
<u>92.00</u>	<u>525.00</u>	AT&T	<u>15,959.76</u>
<u>10,165.12</u>	<u>9,346.00</u>		
<u>1,275.00</u>	<u>500.00</u>		
<u>9,381.00</u>	<u>58.00</u>		
<u>30.00</u>	<u>231.00</u>		
<u>75.00</u>	<u>5,837.15</u>		
<u>243.00</u>	<u>2,468.18</u>		
<u>18,598.00</u>	<u>741.75</u>		
<u>106.00</u>	<u>500.00</u>		
<u>25.00</u>	<u>65.00</u>		
<u>9,627.00</u>	<u>15.00</u>		
<u>5.00</u>	<u>25.00</u>		
<u>6,071.00</u>	<u>6,036.14</u>		
<u>77.00</u>	<u>4,391.51</u>		
	<u>25.00</u>		
Total Deposits	<u>437,702.05</u>	Total Direct Deposits	<u>52,815.09</u>
Total Deposits/Direct Deposits:	<u>490,517.14</u>		

Village of Gilberts
 MONTH CLOSED: APRIL, 2014

GENERAL FUND CHECKING ACCT
 01-00-103

Beginning Book Balance:	1,000.00	Previous YTD Credits:	_____
Deposits (Total):	479,741.33	Current Credits:	_____
Voided Checks:		Current YTD Credits:	_____
Check# Vendor Name:	_____	Previous YTD Debits:	_____
	_____	Current Debits:	_____
	_____	Current YTD Debits:	_____
Total Voided Checks:	_____		
Subtotal:	480,741.33		
Checks Written (Total):	479,741.33		
Voided Checks (Total):	_____		
Ending Check Book Balance:	1,000.00		
Deposits in Transit:	274,853.17		
Outstanding Checks:	350,822.12		
Balance per Bank Statement:	76,968.95		

Expenditures/Transfers:

Date:	For:	Amount:
4/1/2014	Accounts Payable	28,461.83
4/15/2014	Accounts Payable	135,750.88
4/15/2014	Accounts Payable-TIF	97.50
4/30/2014	Accounts Payable	40,577.95
4/30/2014	Accounts Payable	274,853.17
	Total:	479,741.33

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
15048	50.00	22410	370.80
16678	60.00	22411	468.65
22312	45.00	22412	74.00
22329	120.00	22413	32.00
22332	360.00	22414	32.00
22344	195.00	22415	32.00
22371	25.00	22416	151.00
22373	33,275.00	22417	311.16
22378	990.00	22418	255.00
22380	271.00	22419	138.00
22392	22.50	22420	441.10
22393	198.00	22421	9,365.00
22394	75.00	22422	147.00
22395	3,688.56	22423	102.28
22396	11.18	22424	1,341.88
22397	44.52	22425	712.50
22398	267.90	22426	103.55
22399	969.00	22427	254.14
22400	828.50	22428	56.50
22401	1,799.13	22429	283.89
22402	640.00	22430	630.00
22403	393.96	22431	44.41
22404	90.00	22432	155.79
22405	192.00	22433	250.00
22406	1,518.24	22434	2,300.00
22407	176.40	22435	350.00
22408	4,074.68	22436	6,036.14
22409	841.39	22437	308.20
		22438	274,853.17
		Total	350,822.12

**Village of Gilberts
General Fund
Certificates of Deposit
April 30, 2014**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1008	225,255.56	9 months	9/27/2014	.20 APY
Barrington Bank	0940000423-1002	225,801.80	9 months	12/27/2014	.20 APY
Barrington Bank	0940000423-1003	263,942.09	12 months	9/27/2014	.25 APY
Barrington Bank	0940000423-1004	265,537.06	18 months	9/27/2015	.30 APY
Barrington Bank	0940000423-1010	500,458.40	6 months	9/20/2014	.15 APY
Barrington Bank CD's		1,480,994.91			

**Village of Gilberts
General Fund
Certificates of Deposit
April 30, 2014**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
McHenry Savings Bank	1000040004	250,000.00	1 year	4/4/2015	.70APY
McHenry Savings Bank	1000040202	200,000.00	1 year	4/24/2015	.70APY

McHenry Savings Bank 450,000.00

Beginning Book Balance:	1,576,199.84	Previous YTD Credits:	_____
Deposits (Total):	117,203.35	Current Credits:	278,741.79
		Current YTD Credits:	_____
(01-00-347) IL First Funds:	18.91	Previous YTD Debits:	_____
(01-00-347) IL First Funds P/B:	8.18	Current Debits:	308,489.17
		Current YTD Debits:	_____
Xfer from MFT(Expenses)	161,511.35	CD Balance:	_____
		G/F MM Balance:	_____
Subtotal:	1,854,941.63	G/F CKG Balance:	_____
Transfer to Union National	274,853.17	Total balance:	_____
Impact Fees to Agency Fund	33,636.00		
Ending Check Book Balance:	1,546,452.46		
Deposits in Transit:	8.18		
Withdrawals in Transit	274,853.17		
Balance per Bank Statement:	1,821,297.45		

Expenditures/Transfers:

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

Deposits:	Direct Deposits:
67,074.45	_____
75.14	_____
12,364.29	_____
13,198.68	_____
8,214.83	_____
16,275.96	_____
_____	_____
_____	_____
Total Deposits/Direct Deposits:	117,203.35

Description:

Beginning Book Balance:	382,501.11	Previous YTD Credits:	1,732,852.95
			1,206,630.53
Deposits (Total):	183,769.42	Current Credits:	437,213.85
		Current YTD Credits:	3,376,697.33
Interest Income:		Previous YTD Debits:	1,574,051.76
(20-00-341) Money Market:	164.84		171.60
(20-00-341) Checking:	3.27	Current Debits:	344,362.61
		Current YTD Debits:	1,918,585.97
Voided Postage	85.92		
Transfer from P/B	253,190.40		
Subtotal:	819,714.96	Barrington Bank:	58,486.41
		Barrington Bank CD's :	502,168.08
Checks Written (Total):	274,620.01	H2O MM Balance:	475,352.35
Transfer to G/F	1,122.15	H2O Illinois Funds	143,208.90
Transfer for Garbage	68,620.45	H2O CKG Balance:	1,000.00
		Union Bank CD's	1,199,600.30
Ending Check Book Balance:	475,352.35	Total balance:	2,379,816.04
Deposits in Transit:	253,279.59		
Outstanding Checks:			
Balance per Bank Statement:	222,072.76		

Expenditures/Transfers:

Date:	For:	Amount:
4/1/2014	Accounts Payable	13,739.95
4/15/2014	Accounts Payable	212,126.47
4/8/2014	Postage	85.92
4/10/2014	Payroll-Water	11,798.10
4/24/2012	Payroll-Water	11,722.30
4/1/2014	Health Insurance	5,119.83
4/30/2014	Accounts Payable	20,027.44
	Total:	274,620.01

Deposits:			
	5,583.22	1,612.67	
	5,024.14	1,675.54	
	853.20	1,874.28	
	116.00	105.95	
	129.00	226.90	
	21,362.05	520.35	
	11,230.20	1,533.15	
	388.00	1,122.30	
	29,632.17	110.00	
	1,288.52	678.17	
	45,353.36	3,245.33	
	92.40	1,611.45	
	1,587.20	336.30	
	976.65	200.00	
	620.00	3,032.80	
	563.50	620.00	
	319.70	194.45	
	47.52	120.00	
		809.60	
		3,389.59	
Total Deposits:	183,769.42		
		Direct Deposits	35,583.76
			35,583.76

Beginning Book Balance:	1,000.00	Previous YTD Credits:	_____
Deposits (Total):	245,979.78	Current Credits:	_____
Voided Checks:		Current YTD Credits:	_____
Check# Vendor Name:	_____	Previous YTD Debits:	_____
_____	_____	Current Debits:	_____
_____	_____	Current YTD Debits:	_____
Total Voided Checks:	_____		
Subtotal:	246,979.78		
Checks Written (Total):	245,979.78		

Ending Check Book Balance:	1,000.00		
Deposits in Transit:	_____		
Outstanding Checks:	20,161.21		
Transfer to MM in Transit	85.92		
Balance per Bank Statement:	21,247.13		

Expenditures/Transfers:

Date:	For:	
4/1/2014	Accounts Payable	13,739.95
4/8/2014	Postage	85.92
4/15/2014	Accounts Payable	212,126.47
4/30/2014	Accounts Payable	20,027.44
	Total:	245,979.78

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
202350	4.18	204419	620.00
202365	1.19	204420	45.00
204090	120.00	204421	558.27
204208	8.40	204422	736.05
204409	5,915.28	204423	1,067.75
204410	92.50		
204411	110.00	TOTAL	20,161.21
204412	7,179.23		
204413	337.25		
204414	6.01		
204415	32.00		
204416	464.00		
204417	2,828.15		
204418	35.95		

**Village of Gilberts
Water Fund
Certificates of Deposit
April 30, 2014**

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

Beginning Book Balance:	<u>58,484.01</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u> </u>	Current Credits:	<u>2.40</u>
Interest:		Current YTD Credits:	<u> </u>
Savings Acct:	<u>2.40</u>	Previous YTD Debits:	<u> </u>
		Current Debits:	<u> </u>
		Current YTD Debits:	<u> </u>
Subtotal:	<u>58,486.41</u>		
Checks Written (Total):	<u> </u>		
Voided Checks (Total):	<u> </u>		
Ending Check Book Balance:	<u>58,486.41</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u> </u>		
Balance per Bank Statement:	<u>58,486.41</u>		

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

Deposits:

<u> </u>
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Total Deposits:

**Village of Gilberts
Water Fund
Certificates of Deposit
April 30, 2014**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1009	100,356.63	9 months	9/27/2014	.20 APY
Barrington Bank	0940000423-1006	200,712.71	9 months	12/27/2014	.20 APY
Barrington Bank	0940000423-1007	201,098.74	12 months	9/27/2014	.25 APY
Barrington Bank CD's	502,168.08				

Beginning Book Balance:	<u>136,443.47</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u>6,935.44</u>	Current Credits:	<u>6,937.03</u>
(20-00-347) Illinois Funds:	<u>1.59</u>	Current YTD Credits:	<u> </u>
		Previous YTD Debits:	<u> </u>
		Current Debits:	<u>171.60</u>
Total Voided Checks:		Current YTD Debits:	<u> </u>
Subtotal:	<u>143,380.50</u>		
Checks Written (Total):			
Returned Payments	<u>171.60</u>		
Ending Check Book Balance:	<u>143,208.90</u>		
Deposits in Transit:	<u>52.80</u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>143,156.10</u>		

Expenditures/Transfers:

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

Deposits:

<u>138.00</u>	<u>122.10</u>
<u>400.00</u>	<u>368.20</u>
<u>123.00</u>	<u>102.30</u>
<u>223.20</u>	<u>394.85</u>
<u>372.00</u>	<u>196.60</u>
<u>697.81</u>	<u>518.90</u>
<u>788.52</u>	<u>112.20</u>
<u>213.00</u>	<u>270.30</u>
<u>244.20</u>	<u>52.80</u>
<u>645.45</u>	<u>567.71</u>
<u>52.80</u>	<u>331.50</u>
Total Deposits:	<u>6,935.44</u>

Beginning Book Balance:	<u>558,435.16</u>	Previous YTD Credits:	<u>206,479.59</u>
Deposits (Total):	<u>10,984.64</u>	Current Credits:	<u>10,991.06</u>
Interest Income:		Current YTD Credits:	<u>217,470.65</u>
(30-00-347) Money Market:	<u>6.42</u>	Previous YTD Debits:	<u>-</u>
		Current Debits:	<u>161,511.35</u>
Miscellaneous Income:	<u> </u>	Current YTD Debits:	<u>161,511.35</u>
Subtotal:	<u>569,426.22</u>	MFT MM Balance	<u>54,219.24</u>
Transfer to G/F(MFT Expenses)	<u>161,511.35</u>	IL Funds Balance:	<u>407,914.87</u>
Returned Checks (Total):	<u> </u>	Total balance:	<u>462,134.11</u>
Ending Check Book Balance:	<u>407,914.87</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>407,914.87</u>		

Expenditures/Transfers:

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

Deposits:

Total Deposits: _____

Beginning Book Balance:	204,667.43	Previous YTD Credits:	326,646.09
			33,636.00
Deposits (Total):	2,500.75	Current Credits:	2,500.75
		Current YTD Credits:	362,782.84
Interest Income:		Previous YTD Debits:	183,193.49
(31-00-341) Money Market:			1,821,904.00
		Current Debits:	3,960.94
Transfer from IL Funds	622,303.70	Current YTD Debits:	2,009,058.43
Miscellaneous Income:			
Subtotal:	829,471.88		
Checks Written (Total):	372,319.24	P/Bond Balance	203,207.24
Transfer to General Fund	755.00	IL Funds Balance:	116,564.00
Transfer to Water Fund	253,190.40		
		Total balance:	319,771.24
Ending Check Book Balance:	203,207.24		
Deposits in Transit:	622,303.70		
Outstanding Checks:	372,792.30		
Transfers in Transit	253,190.40		
Balance per Bank Statement:	206,886.24		

Expenditures/Transfers:

Date:	For:	Amount:
4/1/2014	Accounts Payable	2,431.94
4/15/2014	Accounts Payable	774.00
4/30/2014	Accounts Payable	369,113.30
	Bond Release	
	Total:	372,319.24

Deposits:

58.00	58.00
110.00	58.00
950.00	58.00
116.00	58.00
116.00	58.00
116.00	58.00
116.00	58.00
58.00	116.00
48.75	58.00
	58.00
	116.00
	116.00
	116.00
	2,500.75

Outstanding Checks

302544	135.00
302569	106.00
302755	117.00
303302	29.00
303324	58.00
303450	58.00
303486	1,500.00
303491	110.00
303494	950.00
303499	58.00
303500	500.00
303504	58.00
303506	369,113.30

Total Outstanding Checks 372,792.30

Beginning Book Balance:	1,199,600.30	Previous YTD Credits:	_____
Deposits (Total):	_____	Current Credits:	-
Interest:	_____	Current YTD Credits:	_____
Savings Acct:	_____	Previous YTD Debits:	_____
		Current Debits:	1,199,600.30
		Current YTD Debits:	_____

Subtotal: 1,199,600.30

Transfer to Water Fund 1,199,600.30

Ending Check Book Balance: -
Deposits in Transit: _____
Outstanding Checks: _____
Balance per Bank Statement: -

Expenditures/Transfers:

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

Deposits:

Total Deposits: _____

Beginning Book Balance:	<u>705,231.70</u>	Previous YTD Credits:	<u>-</u>
Deposits (Total):	<u> </u>	Current Credits:	<u>33,636.00</u>
Interest Income:	<u> </u>	Current YTD Credits:	<u>33,636.00</u>
(31-00-341) Money Market:	<u> </u>	Previous YTD Debits:	<u> </u>
Transfer from G/F (Impact Fees)	<u>33,636.00</u>	Current Debits:	<u>622,303.70</u>
Miscellaneous Income:	<u> </u>	Current YTD Debits:	<u>622,303.70</u>
Subtotal:	<u>738,867.70</u>		
Transfer to IL Funds G/F	<u> </u>		
Transfer to Union National	<u>622,303.70</u>		
Ending Check Book Balance:	<u>116,564.00</u>		
Withdrawals in Transit	<u>622,303.70</u>		
Outstanding Checks:	<u> </u>		
Balance per Bank Statement:	<u>738,867.70</u>		

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

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

Beginning Book Balance:	<u>32,550.15</u>	Previous YTD Credits:	<u>12,773.27</u>
Deposits (Total):	<u>13.36</u>	Current Credits:	<u>13.36</u>
Interest Income:	<u> </u>	Current YTD Credits:	<u>12,786.63</u>
(34-00-341) Money Market:	<u> </u>	Previous YTD Debits:	<u>15,488.25</u>
		Current Debits:	<u>97.50</u>
Miscellaneous Income:	<u> </u>	Current YTD Debits:	<u>15,585.75</u>
Subtotal:	<u>32,563.51</u>		
Checks Written (Total):	<u>97.50</u>		
Returned Checks (Total):	<u> </u>		
Ending Check Book Balance:	<u>32,466.01</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>32,466.01</u>		

Expenditures/Transfers:			
	Date:	For:	Amount:
	<u>4/15/2014</u>	<u>Accounts Payable</u>	<u>97.50</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
		Total:	<u>97.50</u>

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

Beginning Book Balance:	-	Previous YTD Credits:	_____
Deposits (Total):	130,557.62	Current Credits:	_____
Voided Checks:		Current YTD Credits:	_____
Check #: Vendor Name:		Previous YTD Debits:	_____
_____	_____	Current Debits:	_____
_____	_____	Current YTD Debits:	_____
Subtotal:	130,557.62		
Checks Written (Total):	130,557.62		
Voided Checks (Total):			
Ending Check Book Balance:	-		
Deposits in Transit:			
Outstanding Checks:	10,600.81		
Balance per Bank Statement:	10,600.81		

Expenditures/Transfers:			
Date:		For:	
	4/10/2014	Payroll	44,579.69
	4/24/2012	Payroll	62,457.53
	4/10/2024	Payroll-Water	11,798.10
	4/24/2012	Payroll-Water	11,722.30
		Payroll	
		Total:	130,557.62

Outstanding Checks:			
Check #:	Amount:	Check#:	Amount:
17567	125.31		
17568	196.41		
17586	120.31		
17589	396.25	Flex Benefits	9,239.84
17600	125.31	TOTAL	10,600.81
17606	21.84		
17607	23.09		
17609	46.17		
17619	198.00		
17620	108.28		

ROAD IMPROVEMENT FUND BALANCE SHEET

Date	Deposit	Received From	Balance
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
4/30/2014	\$ 710.00	April Overweight	\$ 722,680.24
4/30/2014	\$ 124,341.65	Transfer for Waste Hauling	\$ 847,021.89

**FINAL BILLS AND SALARIES
MAY 20, 2014**

VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRUS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
BILLS ADDED AFTER PACKETS	796,434.89	569,489.34	-	74.33	18,012.50	74,578.97	134,279.75
PAYROLL 5-4-14 THUR 5-17-14	76,979.49						76,979.49
ASPEN VALLEY LANDSCAPE	22.00	22.00					
BENEFIT PLANNING SONSULTANTS	100.00	100.00					
CALL ONE	1,277.02	996.30				280.72	
CANON FINANCIAL SERVICES	409.50	409.50					
ILLINOIS CITY/COUNTY MANAGEMENT	102.50	102.50					
MICHAEL JOSWICK	52.68	52.68					
KANE COUNTY FINANCE DEPT.	3,244.30	3,244.30					
MCHENRY ANALYTICAL WATER	328.00						
MDC ENVIRONMENTAL SVCS	35.00	35.00				328.00	
MENARDS-CARPENTERSVILLE	122.93	7.58					
MMD	13.00					115.35	
FERGUSON WATERWORKS	57,950.00					13.00	
OMNISPECT, INC.	58.00				58.00	57,950.00	
ORION LWS	200.00	200.00					
PHOENIX & ASSOCIATES	480,000.00	480,000.00					
STAPLES ADVANTAGE	273.60	273.60					
NOELLE HANCZAR	570.00	570.00					
DAVID FLASKAMP	58.00				58.00		
CAMIEL VAN DURME	58.00				58.00		
PATTI GARRARD	58.00				58.00		
T&D AUTO SALES, INC.	58.00				58.00		
USA BLUE BOOK	42.59					42.59	
VIKING CHEMICAL	495.30					495.30	
PAYROLL 4-20-13 THRU 5-3-14	57,300.26						57,300.26
UB POSTAGE	660.02					660.02	
DELUXE FOR BUSINESS	225.97					225.97	
ACE COFFEE BAR	27.50	27.50					
ADMINISTRATIVE CONSULTING SPEC	5,000.00	5,000.00					
ADVANCE AUTO PARTS	30.99	30.99					
ANCEL, GLINK, DIAMOND, BUSSH	18,711.18	5,256.18			13,455.00		
ASPEN VALLEY LANDSCAPE, INC	147.00	147.00					

**FINAL BILLS AND SALARIES
MAY 20, 2014**

VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRU	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
BAXTER & WOODMAN, INC	1,267.50				1,267.50		
CARD SERVICES	1,811.53	1,711.53					
BECKART ENVIRONMENTAL	336.80					100.00	
MARLENE BLOCKER	275.00	275.00				336.80	
CEMCON, LTD	5,835.56	5,835.56					
CHICAGO COMMUNICATIONS	16.75	16.75					
CL GRAPHICS INC	926.51	926.51					
COMMONWEALTH EDISON	1,315.19	1,315.19					
T.J. CONEVERA'S INC	340.00	340.00					
CONSTELLATION NEW ENERGY, INC	5,924.64					5,924.64	
EMBASSY COFFEE	45.56	45.56					
ELGIN PAPER COMPANY	213.52	213.52					
IRVIN GARFIELD	74.33			74.33			
GILBERTS POLICE PENSION FUND	6,284.88	6,284.88					
RALPH HELM, INC	20.50	20.50					
NORTHERN KANE COUNTY	20.00	20.00					
RAY KELLER	275.00	275.00					
MCHENRY ANALYTICAL WATER	527.00						
TODAY'S UNIFORMS	111.90	111.90				527.00	
MDC ENVIRONMENTAL SVCS	45,972.31	45,972.31					
MENARDS - CARPENTERSVILLE	9.94	9.94					
DUNDEE NAPA AUTO PARTS	428.92	428.92					
NORTH EAST MULTI-REGIONAL	120.00	120.00					
NICOR	331.60						
NORTHERN ILLINOIS UNIVERSITY	2,376.00	2,376.00				331.60	
PROVENA ST JOSEPH HOSPITAL	65.00	65.00					
RAY O'HERRONS	482.93	482.93					
R-EQUIPMENT CO. LLC	1,024.03	1,024.03					
RESERVE ACCOUNT	500.00	500.00					
CHIEF LOU ROSSI- PETTY CASH	295.12	295.12					
RUTLAND-DUNDEE FPD	3,000.00					3,000.00	
SHELL OIL COMPANY	84.27	84.27					
SUBURBAN LABORATORIES	944.00						
CCMSI, INC	4,000.00	4,000.00				944.00	
THIRD MILLENNIUM ASSOCIATES	1,263.88						
THOMPSON ELEVATOR INSPECTION	150.00	150.00				1,263.88	
TPI, INC	59.95	59.95					

Village of Gilberts	
Check Warrant Report	
Payroll Checks From 5/4-5/17	
Employee Name:	Net Pay
Anderson, Matthew	832.31
Beith, William	1,445.44
Block, Todd J	2,036.09
Blocker, Marlene	1,461.24
Castillo, John	1,817.78
Danca, Karen	314.48
Haufe, Neal	251.56
Hernandez, Jason	372.68
Hill, Jeff R	1,847.38
Izydorski, Michael	1,345.76
Joswick, Michael	2,056.17
Keller, Raymond B.	2,383.08
Klaras, Jason	1,142.89
Koukol, Henry (Josh)	1,045.39
Levand, James A	1,227.34
Lorkowski, Michael	206.60
Maculitis, Jerome	206.60
Meador, Eric E.	1,789.42
Meadows, Debra	1,539.15
Mueller, Steve	6.98
Pulgar, Hector L	2,528.60
Ringa, Sean	609.23
Rodriguez, Vanessa	704.54
Rood, Jackie E. Jr	2,001.39
Rossi, Louis	1,766.86
Rowlett, Heather	271.68
Russell, Claudine	947.71
Sarkesian, Guy	1,027.18
Schuring, Larry	966.13
Sheppard, Paul	1,268.48
Siegbahn, Lisa	940.48
Steiner, George	189.39
Swedberg, John L	2,156.00
Thomas, Randall	151.70
Varas, Randy	1,513.13
Wittenauer, Robert	637.41
Payroll Liabilities:	
Federal Tax Deposits	16,359.11
Gilberts Police Benevolent	60.00
Gilberts Police Pension Fund	3,818.40
Illinois Department of Revenue	2,818.83
IMRF	9,510.65
IMRF SLEP	1,369.24
SD1 State Disbursement Unit	341.60
SDU State Disbursement Unit	323.00
ICMA-RC	600.00
Gilberts M.A.P.	198.00
Central United Life Insurance	108.28
KCC State Disbursement Unit	184.62
IMRF Voluntary Contribution	279.51
Total All Checks	76,979.49

Check Warrant Report	
Payroll Checks From 4/20/14 - 5/3/14	
Employee Name	Net Pay
Anderson, Matthew	813.40
Beith, William	1,413.69
Block, Todd J	1,729.48
Blocker, Marlene	1,557.15
Castillo, John	1,615.31
Corbett, Dan	218.37
Danca, Karen	309.04
Farrell, Nancy	218.37
Hacker, Louis	173.37
Hernandez, Jason	305.04
Hill, Jeff R	1,426.73
Izydorski, Michael	888.75
Joswick, Michael	3,379.66
Keller, Raymond B.	2,050.99
Klaras, Jason	940.15
Koukol, Henry	848.71
Leclercq, David	218.37
Levand, James A	729.49
Maculitis, Jerome	323.60
Meador, Eric E.	1,521.48
Meadows, Debra	1,385.41
Mierisch, Patricia	226.70
Mueller, Steve	841.51
Pulgar, Hector L	1,836.67
Rodriguez, Vanessa	483.20
Rood, Jackie E. Jr	1,809.11
Rossi, Louis	1,550.57
Rowlett, Heather	147.18
Russell, Claudine	927.46
Sarkesian, Guy	274.04
Schuring, Larry	883.16
Sheppard, Paul	1,186.83
Siegbahn, Lisa	595.10
Swedberg, John L	1,987.62
Thomas, Randall	124.07
Varas, Randy	1,041.60
Wittenauer, Robert A.	1,104.63
Zambetti, Guy	218.37
Zirk, Rick	436.75
PAYROLL LIABILITIES:	
Federal Tax Deposits	15,027.10
ICMA-RC	600.00
ICMA-RA	500.00
Illinois Department of Revenue	2,582.81
KCC State Disbursement Unit	184.62
SD1 State Disbursement Unit	341.60
SDU State Disbursement Unit	323.00
Total All Checks	57,300.26

United States Postal Service
**Postage Statement—First-Class Mail and
 First-Class Package Service**

Post Office: Note Mail Arrival Date & Time
 (Do Not Round-Stamp)

Use this form for First-Class Mail and First-Class Package Service.

Mailer	Permit Holder's Name and Address and Email Address, if Any Village of Gilberts 87 Galligan Rd Gilberts, IL 60136	Telephone 847-428-2861	Name and Address of Mailing Agent (If other than permit holder) Third Millennium Associates 4200 Cantera Drive, Suite 105 Warrenville, IL 60555	Telephone 630-393-2900	Name and Address of Mail Owner (If other than permit holder) Village of Gilberts 87 Galligan Rd Gilberts, IL 60136
	CAPS Cust. Ref. No. <u>27893</u> CRID <u>N/A</u>		CRID <u>N/A</u>		CRID <u>N/A</u>

Mailing	Post Office of Mailing CAROL STREAM IL 60199	Processing Category <input checked="" type="checkbox"/> Letters <input type="checkbox"/> Flats <input type="checkbox"/> Parcels	Parcels Only Hold For Pickup HFPU No. of Pieces	Mailer's Mailing Date 05/07/2014	Federal Agency Cost Code N/A	Statement Seq. No. N/A	No. and type of Containers 4 - 1'MM Trays 6 - 2'MM Trays	
	Type of <input checked="" type="checkbox"/> Permit Imprint Postage <input type="checkbox"/> Precanceled Stamps <input type="checkbox"/> Metered			Weight of a Single Piece 0.0530 pounds	Combined Mailing <input type="checkbox"/> Single Class	SSF Transaction ID#		Total Pieces 1,711
	Permit # 1722	For Mail Enclosed Within Another Class <input type="checkbox"/> Standard Mail <input type="checkbox"/> Bound Printed Matter	For Mail Enclosed Within Another Class <input type="checkbox"/> Periodicals <input type="checkbox"/> Library Mail <input type="checkbox"/> Media Mail	Customer Generated Electronic Labels <input type="checkbox"/> SigCon				

Postage	For Automation Price Pieces, Enter Date of Address Matching and Coding 05/07/2014	Move Update Method: <input type="checkbox"/> Ancillary Service Endorsement <input type="checkbox"/> OneCode ACS <input checked="" type="checkbox"/> NCOAunk <input type="checkbox"/> ACS <input type="checkbox"/> Alternative Method <input type="checkbox"/> Multiple <input type="checkbox"/> n/a Alternative Address Format	Total Weight 90.6830	
	Letter or Flat-size mailpieces contain: <input type="checkbox"/> Round Trip ONLY: One DVD/CD or other disk	Parts Completed (Select all that apply) <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> NSA <input type="checkbox"/> S		
	This is a Political Campaign Mailing Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
	This is Official Election Mail Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	1	Subtotal Postage (Add parts totals)	\$660.02
	2 Price at Which Postage Affixed (Check one). Complete if the mailing includes pieces bearing metered/PC Postage or precanceled stamps. <input type="checkbox"/> Correct <input type="checkbox"/> Lowest <input type="checkbox"/> Neither _____ pcs. x \$ _____ = Postage Affixed			

USPS Use	Additional Postage Payment (State reason)	
	For postage affixed add additional payment to net postage due; for permit imprint add additional payment to total postage.	Total Adjusted Postage Affixed
	Postmaster: Report Total Postage in AIC 121	Total Adjusted Postage Permit Imprint

Certification	Incentive/Discount Claimed: _____ Type of Fee _____
	The mailer's signature certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the mailer and that the mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment. <small>Privacy Notice: For information regarding our Privacy Policy visit www.usps.com.</small>
	Signature of Mailer or Agent _____ Printed Name of Mailer or Agent Signing Form Third Millennium Associates Telephone 630-393-2900

USPS Use Only To be completed in non-Posta/One/ sites	Weight of a Single Piece _____ pound	Are postage figures at left adjusted from mailer's entries? If yes, reason: <input type="checkbox"/> Yes <input type="checkbox"/> No	USPS Use Only To be completed in non-Posta/One/ sites
	Total Pieces _____ Total Weight _____		
	Total Postage _____		
	Presort Verification Performed? (If required) <input type="checkbox"/> Yes <input type="checkbox"/> No		
	I CERTIFY that this mailing has been inspected for each item below if required: (1) eligibility for postage prices claimed; (2) proper preparation (and presort where required); (3) proper completion of postage statement; (4) payment of annual fee and (5) sufficient funds on deposit (if required)		



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CHICAGO, IL 60680-1042



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VILLAGE OF GILBERTS
73 INDUSTRIAL DRIVE
GILBERTS IL 60136-9640

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ATTN FINANCE DEPARTM
VILLAGE OF GILBERTS
73 INDUSTRIAL DRIVE
GILBERTS IL 60136-9640

20-00-506
20-01-506

Terms - net 15 days, \$30 late fee, subject to applicable law
All sales are subject to the terms of sale enclosed
This Invoice is Tax Exempt

CUSTOMER NAME						
VILLAGE OF GILBERTS						
AUTHORIZED NAME	CUSTOMER ID	ORDER NUMBER	PO NUMBER	INVOICE NUMBER	INVOICE DATE	
CLAUDINE RUSSELL	992000-050944	2030860637		0047228614	05/09/2014	
QUANTITY SHIPPED	SHIP DATE	SHIPPED VIA	ITEM NUMBER	DESCRIPTION	AMOUNT DUE	
500	05/08/2014	FRT	SSLM102-1	DELUXE HSLC MID M/P CHECK	194.99	
500	05/08/2014			EZSHIELD	12.49	
				SUBTOTAL	207.48	
				SHIPPING & PROCESSING	18.49	
				TOTAL	225.97	
				PREPAID	-225.97	
					BALANCE DUE	0.00

For W9 request, send an email to: w9_compliance@deluxe.com
FOR YOUR RECORDS ONLY
YOUR CHECKING ACCOUNT ****0075 WILL BE CHARGED



ATTN FINANCE DEPARTM
VILLAGE OF GILBERTS
73 INDUSTRIAL DRIVE
GILBERTS IL 60136-9640

Order Number	Due Date
2030860637	05/24/2014
Customer Number	Amount Due
992000-050944	\$0.00

1 001 0047228614 992000050944004 0000000000 0

DELUXE FOR BUSINESS
P.O. BOX 88042
CHICAGO, IL 60680-1042

For your convenience, visit
paydeluxeforbusiness.com to authorize
payment via a debit to your checking
account or credit card for a nominal fee.

660.02
Postage

RESOLUTION

VILLAGE OF GILBERTS

A Resolution authorizing a service agreement between the Village of Gilberts and WebQA Inc. for CRM and 311 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 WebQA and such documents as are necessary and convenient to effectuate the professional service agreement to provide CRM software and 311 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:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
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: _____

WEBQA MASTER SERVICE(S) AGREEMENT

For GovQA CRM and 311 Service(s)

THIS MASTER SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and the Village of Gilberts, a Village with its principal place of business at 87 Galligan Road, Gilberts, IL 60136 ("Customer") is made effective as of June 1, 2014 ("Effective Date").

1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants Customer a non-exclusive, non-transferable, limited license to access and use the WebQA Service(s) on the Authorized Website(s) identified in the attached Schedule A in consideration of the fees and terms described in Schedule A. This Agreement will also govern all additional Schedules for Service(s).

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) WebQA is not responsible for content placed into the system; (3) that the system will not be used to capture confidential information of any kind such as social security numbers or individual financial data or other sensitive data; and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement without cause if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the then current term as defined in the attached schedule, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due.

WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule A. All monies associated to the current term will be due immediately.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will provide Customer with an electronic copy of all of Customer's data, if requested and for a cost of no more than \$500; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. INDEMNIFICATION

Each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

7. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

10. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

WebQA Inc.

Signature: _____

Print Name: John Dilenschneider

Title: CEO Date: _____

WEBQA MASTER SERVICE(S) AGREEMENT

For GovQA CRM and 311 Service(s)

SCHEDULE A

A. Service(s) Descriptions:

The GovQA service(s) provided by WebQA is the Citizen Request Management (CRM) and 311 service that the customer will use to promote citizen self-service over the web and email and to handle citizen service over the phone, voicemail and walk-in. Unlimited seats will be provided and all data is owned by the customer. CRM/311 components include here are:

Service Center Knowledgebase Public Portal CityWide Mobile App

B. WebQA Agrees To The Following Functionality:

- (a) One-time setup of Landing Page with Icons and Links to Customer Help areas
- (b) Branded labeling of Landing Page to the look and feel of Customer website (or iframe)
- (c) One-time setup and load of 25 Answers into knowledgebase
- (d) One-time setup and load of 20 Services Requests with 2 rules per Service(s) Request
- (e) One-time setup of Citizen Portal with branded labeling to the look and feel of Customer website (or iframe)
- (f) Mobile Implementation Descriptions are as follows
 - Citywide: CRM, GoLocal and links to city, community, and business sites.
- (g) Forms and Letter templates: Up to 10 custom letter templates
- (h) Future Branding to Customer Website is included once per billable term. Otherwise branding is billed at \$95/hr.
- (i) Special Implementation Action (Integrations, etc.): N/A

C. Customer Agrees To:

- (a) Hold an implementation kickoff meeting with WebQA 15 days after contract signing.
- (b) Build and execute Project Plan to be fully implemented within 120 days of contract signing

D. Training and Ongoing Support:

- (a) One Online Administrator training
- (b) Two Online training session for all users
- (c) Ongoing support through system videos and knowledgebase
- (d) Periodic webinars to train and update customers on new features
- (e) Optional half day (4 hours) of additional On-Site Training (\$400 per day)
- (f) **NOTE:** Customer will log ALL ISSUES, including high-priority, into WEBQA SUPPORT PORTAL at www.supportqa.com to receive service.

E. Fees: Modules above include all service upgrades at a subscription cost per month for term of: \$250.00
Implementation and Training At a one-time cost of: \$1,500.00.
Data: Customer data is owned by customer. 10 GB storage free; additional 10GB is \$20/mo

F. Terms: Original Services Annual Billable Term Starting: June 1, 2014 Ending: May 31, 2015. Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Renewal terms will not increase by more than five percent.

G. Billing: All fees are exclusive of taxes, billed on an annual basis at time of contract signing, and due upon receipt of invoice. This secures site, servers and resources necessary to begin project. If payment is not received by start of the **Annual Billable Term**, WebQA has the right to suspend all services. Furthermore, invoices accrue one percent per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices.

H. Remittance: All payments should be made directly to WebQA. WebQA mailing address for all payments is:
WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

I. Contacts: Organization Name: _____

Main Contact Name: _____ Title: _____
Address: _____ City: _____ State: _____ Zip: _____
Work Phone: _____ Cell: _____ Email: _____ Fax: _____

Billing Contact Name: _____ Title: _____
Address: _____ City: _____ State: _____ Zip: _____
Work Phone: _____ Cell: _____ Email: _____ Fax: _____

RESOLUTION

VILLAGE OF GILBERTS

A Resolution authorizing the Purchase Agreement between the Village of Gilberts and Currie Motors, 9423 W. Lincoln Highway, Frankfort, Illinois for the purchase of one 2015 Ford Police Interceptor Sedan, and one 2015 Ford Utility Police Interceptor not to exceed \$55,067.00

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 purchase agreement between the Village of Gilberts and Currie Motors, Frankfort, Illinois and such documents as are necessary and convenient to effectuate the purchase of one 2015 Ford Police Interceptor Sedan and one 2015 Ford Utility Police Interceptor in the amount not to exceed \$50,067.00 as attached hereto and made a part hereof as Exhibit A as approved.

Section 2:

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

Passed this ____ day of _____, 2014 by a roll call vote as follows:

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

APPROVED THIS ____ DAY OF _____ 2014

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____




GILBERTS POLICE DEPARTMENT

Chief of Police
Louis Rossi

Date: 08 May 2014

To: Ray Keller
Village Manager

From: Louis Rossi
Chief of Police 

Subject: Approval of a contract in the amount of \$50,067 With Currie Motors, 9423 W. Lincoln Highway, Frankfort, Illinois for the purchase of one (1) 2015 Ford Police Interceptor Sedan and one (1) 2015 Ford Utility Police Interceptor.

Recommendation

Approval of a contract in the amount of \$50,067, with Currie Motors, Frankfort, Illinois for the purchase for the purchase of one (1) 2015 Ford Police Interceptor Sedan and one (1) 2015 Ford Utility Police Interceptor.

Background

Two police vehicles are scheduled for replacement in the 2015 budget. The vehicles which are being replaced are:

G-4 2009 Chevrolet Impala current mileage 103593

Will be auctioned off, unless the village determines it can be used by another department.

G-5 2003 Dodge Durango current mileage 110,761

This vehicle G-5 will be transferred to the Public Works Department for further use.

Discussion

This bid was acquired through the Northwest Municipal Conference / Suburban Purchasing Cooperative which procures goods and equipment through competitive sealed bidding and makes many items available to local governments through this cooperative purchasing system. Police pursuit vehicles are one such item, and the Northwest Municipal Conference / Suburban Purchasing Cooperative awarded Contract #121 (2015 Ford Interceptor Sedan Police Package AWD Base Price \$23,211), and Contract #122 (2015 Ford Utility Police Interceptor AWD Base Price \$24,800) to Currie Motors, Frankfort, Illinois.



GILBERTS POLICE DEPARTMENT

Chief of Police
Louis Rossi

The Illinois Department of Central Management Services Joint Purchasing Vehicles Program does not have a contract for 2015 Ford Interceptor Sedan Police Package and the contract bid for 2015 Ford Utility Police Interceptor AWD Base Price is \$25,820 which is \$1020 more than the Municipal Conference contract.

- Attachments # 1 & 2 provides a detailed cost summary, denoting the base price of the unit and additional manufacturer options necessary to complete the chassis purchase.
- Attachment # 3 Central Management Comparison bid
- The department will transfer as much of the current equipment from existing police pursuit vehicles to the new vehicles.

Budget Impact

The 2015 Budget provides \$ 55,000 to purchase two (2) 2015 Ford Police Interceptor vehicles. The total cost for the two (2) units will be \$50,067 and remaining funds totaling \$4,933 will be used to purchase and install miscellaneous equipment.

Attagneri #1

Exhibit "A"



**2015 Ford Interceptor Sedan Police Package
AWD
Contract#121**



BASE PRICE \$23,211

Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

GOOD THRU: November 08, 2014

TOTAL
24,085.00

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You Tube

follow us on
Twitter

**2015 Ford Interceptor Sedan Police Package
AWD
Contract#121
\$23,211.00**

3.7L TI-VCT V6 FFV
6-Speed Automatic
Heavy Duty Power train Mounts
Heavy Duty Cooling
Engine Oil Cooler
Auxiliary Transmission Oil Cooler
Engine Hour Meter
220 Amp Generator
750 CCA Battery
Radio Noise Suppression
Dual Exhaust-Quasi
Cap less Fuel Filler
Electric Power Assist Steering
Front & Rear Stabilizer Bars
18" Tires and Wheels
Hub Caps
Full Size Spare
Under Carriage Deflector Plates
Side-Impact Air Bags
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Traction
Control
Headlights-Projector Halogen
Halogen Tail Lamps

Halogen Deck Lid Lamps
Driver's Side Spot Lamp
Power Remote Control Mirrors
Solar Tinted Glass
Air Conditioner
Power Windows
Power Locks
Cruise Control/Tilt Wheel
Certified Speedometer
Column Shift
Work Task Light
Door Light Switches Disabled
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Trunk -Flat Load Floor
Delivery Within 30 Miles

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5Years/60,000 Mile

Optional Equipment:

<input type="checkbox"/>	FWD Interceptor w/3.5L	-\$735.00
<input type="checkbox"/>	Special Service Police Sedan • 2.0L I4 EcoBoost, FWD, Non Pursuit, Active Grill Shutter, 200 Amp Alternator, Unique Fascia, P235-/55 R/18 99H A/S BSW Tires	-\$350.00
<input type="checkbox"/>	3.5L GTDI V-6 EcoBoost AWD only	\$2,890.00
<input type="checkbox"/>	Daytime Running Lights	\$44.00
<input type="checkbox"/>	Spot light drivers side LED bulb	\$326.00
<input type="checkbox"/>	Dual spot lights incandescent	\$335.00
<input type="checkbox"/>	Dual spot lights LED bulb	\$526.00
<input type="checkbox"/>	Code3 light bar – loose shipped *NEW PRICING	\$1,349.00
<input type="checkbox"/>	Whelen light bar – loose shipped	\$1,475.00
<input type="checkbox"/>	Control box for lights – loose shipped	\$175.00
<input type="checkbox"/>	Two tone vinyl package	\$794.00
<input type="checkbox"/>	4-Doors/roof accent paint	\$1,595.00
<input type="checkbox"/>	Vinyl word wrap "Police"	\$726.00
<input type="checkbox"/>	12" Push bumpers-requires bracket option	\$395.00
<input type="checkbox"/>	16" Push bumpers-requires bracket option	\$665.00
<input type="checkbox"/>	Push Bumper Mount/Bracket	\$22.00
<input type="checkbox"/>	18" Full wheel face covers	\$52.00
<input type="checkbox"/>	Pre-wiring grill lamp, siren, speaker	\$50.00
<input type="checkbox"/>	100 Watt siren/speaker	\$290.00
<input checked="" type="checkbox"/>	Keyed Alike	\$44.00
<input type="checkbox"/>	Ballistic drivers door panel	\$1,449.00
<input type="checkbox"/>	Ballistic drivers front door panels	\$2,793.00
<input type="checkbox"/>	Rear view camera – requires Sync	\$240.00
<input type="checkbox"/>	Sync & reverse sensing	\$552.00
<input type="checkbox"/>	Lockable gas cap	\$20.00
<input type="checkbox"/>	Blind spot monitoring – requires Sync	\$490.00
<input type="checkbox"/>	Remote keyless entry n/a with keyed alike	\$255.00
<input type="checkbox"/>	Reverse sensing	\$257.00
<input checked="" type="checkbox"/>	Engine block heater	\$35.00
<input checked="" type="checkbox"/>	Trunk storage vault	\$120.00
<input checked="" type="checkbox"/>	Rear handles & locks inoperable	\$35.00
<input checked="" type="checkbox"/>	Rear window switches delete	\$35.00
<input type="checkbox"/>	Hidden door lock plunger	\$117.00
<input type="checkbox"/>	Remappable (4) switches	\$150.00
<input type="checkbox"/>	Rear console plate n/a with Interior upgrade PKG	\$35.00
<input type="checkbox"/>	Electronics tray	\$240.00
<input checked="" type="checkbox"/>	Trunk circulation fan	\$52.00
<input checked="" type="checkbox"/>	Over-ride switch	\$285.00
<input checked="" type="checkbox"/>	All weather mats	\$100.00
<input type="checkbox"/>	Prisoner partition – loose shipped	\$705.00
<input type="checkbox"/>	Prisoner rear seat – loose shipped	\$750.00
<input type="checkbox"/>	Rustproof & undercoat	\$395.00

<input type="checkbox"/>	Remote start	\$450.00
<input type="checkbox"/>	Scotch guard	\$125.00
<input type="checkbox"/>	CD-Rom service manual	\$295.00
<input type="checkbox"/>	Delivery over 30 miles	\$125.00
<input checked="" type="checkbox"/>	License and title fees – MP plate	\$220.00

Optional Packages:

<input type="checkbox"/>	Police Wire Harness Connector Kit – Front For connectivity to Ford PI package solutions Includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector 	\$125.00
<input type="checkbox"/>	Police Wire Harness Connector Kit – Rear For connectivity to Ford PI package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector 	\$150.00
<input type="checkbox"/>	Ultimate Wiring Package -not available with Interior Upgrade Package Includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) Light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights Recommend Police Wire Harness Connector Kits 47C & 21P	\$540.00
<input type="checkbox"/>	Police Interior Upgrade Package Includes: cloth rear seats, floor mats front rear, 1 st row & wnd row carpet floor covering, full floor console with unique police finish panels (not available with options 854 855 856 857 97D)	\$390.00
<input type="checkbox"/>	Headlamp Lighting Solution-661 Includes: (2) front integrated LED lights for Wig-Wag simulation (does not include controller) requires Pre-wiring Grill Lamps	\$877.00
<input checked="" type="checkbox"/>	Front Headlamp Housing Only-13P Pre-drilled side marker holes (does not include lights)	\$120.00
<input type="checkbox"/>	Tail Lamp Lighting Solution-662	\$392.00

	Includes: (2) rear integrated LED lights (in tail lamps does not include controller)	
<input type="checkbox"/>	Rear Lighting Solution-663 Includes: (2) backlite flashing LED lights (window mounted on each side of chimsel stop light), (2) decklid inner flashing LED lights	\$437.00
<input type="checkbox"/>	Trunk Upfit Package-854 Includes: rear console mounting plate, wiring harness, trunk circulation fan, trunk electronics tray, pre-wiring for grille lamp, siren, and speaker (not available with 855 856 857)	\$672.00
<input type="checkbox"/>	Light Controller Package-855 Includes: content from Police Interceptor package 854 plus Whelen light controller (PCC8R), Whelen PCC8R light relay center (trunk mounted), Light controller/relay center wiring, Pre-wiring for grille lamp, siren & speaker (not available with 854 856 857)	\$1,496.00
<input type="checkbox"/>	Ready for the Road Package-not available with Interior Upgrade Package Includes: content from the following Police Interceptor packages 661 662 663 854 plus <ul style="list-style-type: none"> • Whelen Cencom light controller • Whelen Cencom relay center/siren amp (w/Traffic Advisor) • Light controller/relay Cencom Wiring w/additional input/output pigtails • High current pigtail • Whelen specific WECAN cable connected to control head grill linear LED lights red/blue • 100 watt siren/speaker trunk storage vault • Hidden door lock plunger/rear door handles inop • Wiring harness (2) 50 amp battery & ground circuits in trunk (not available with 854 855 857) 	\$3,306.00

Optional Maintenance & Warranty Coverage:

<input type="checkbox"/>	ESP Extended Warranty Extra Care 5-Year 60,000 miles *NEW PRICING	\$1,035.00
<input type="checkbox"/>	ESP Extended Warranty Base Care 5-year 100,000 miles	\$1,710.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 75,000 miles, 5000 mile interval	\$754.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 100,000 miles, 5000 mile interval	\$882.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 125,000 miles, 5000 mile interval	\$1,163.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 150,000 miles, 5000 mile interval	\$1,269.00

Exterior Colors:

<input type="checkbox"/>	Med. Brown	
<input type="checkbox"/>	Dk Toreador Red	
<input type="checkbox"/>	Smokestone Metallic	
<input type="checkbox"/>	Dark Blue	
<input type="checkbox"/>	Lt. Blue Metallic	
<input type="checkbox"/>	Kodiak Brown	
<input type="checkbox"/>	Light Grey	
<input type="checkbox"/>	Ingot Silver	
<input checked="" type="checkbox"/>	Black	
<input type="checkbox"/>	Oxford White	
<input type="checkbox"/>	Med. Titanium	
<input type="checkbox"/>	Royal Blue	
<input type="checkbox"/>	Sterling Grey	
<input type="checkbox"/>	Special Paint	\$873.00

Interior Colors:

<input checked="" type="checkbox"/>	Charcoal Black w/vinyl rear	N/C
<input type="checkbox"/>	Charcoal Black w/cloth rear	\$55.00



Please enter the following:

Agency Name & Address

Contact Name

Phone Number

Purchase Order Number

Total Dollar Amount

Total Number of Units

Delivery Address

Please submit P.O. & tax exempt letter with Vehicle Order:

*Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan*

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM

Attachment #2



2015 Ford Utility Police Interceptor AWD Contract # 122



Base Price \$24,100

Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

GOOD THRU: November 08, 2014



follow us on
twitter

*TOTAL
25,982.00*

2015 Ford Utility Police Interceptor AWD
Contract # 122
\$24,800.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Generator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced
Trac and traction control
Bi functional projector headlamps
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster

All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single zone manual Climate
Control
Power Windows
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery Within 30 Miles

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5Years/60,000 Mile

Optional Equipment:

<input checked="" type="checkbox"/>	3.5L V-6 EcoBoost	\$3,120.00
<input checked="" type="checkbox"/>	Spot Light Drivers Side Incandescent	\$215.00
<input type="checkbox"/>	Daytime Running Lights	\$38.00
<input type="checkbox"/>	Spot Light Drivers Side LED Bulb	\$395.00
<input type="checkbox"/>	Dual Spot Lights Incandescent	\$298.00
<input type="checkbox"/>	Dual Spot Lights LED Bulb	\$527.00
<input type="checkbox"/>	Code3 Light Bar – loose shipped *New Pricing	\$1,349.00
<input type="checkbox"/>	Whelen Light Bar – loose shipped	\$1,475.00
<input type="checkbox"/>	Control Box For Lights – loose shipped	\$175.00
<input type="checkbox"/>	Two Tone Vinyl Package	\$794.00
<input type="checkbox"/>	4-Doors/Roof Accent Paint	\$1,795.00
<input type="checkbox"/>	Vinyl Word Wrap “Police”	\$726.00
<input type="checkbox"/>	16” Push Bumpers	\$665.00
<input type="checkbox"/>	18” Full Wheel Face Covers	\$51.00
<input type="checkbox"/>	Pre-wiring grill lamp, siren, speaker	\$50.00
<input type="checkbox"/>	100 Watt siren/speaker	\$300.00
<input checked="" type="checkbox"/>	Keyed Alike <i>12.1K</i>	\$44.00
<input type="checkbox"/>	Ballistic drivers door panel	\$1,448.00
<input type="checkbox"/>	Ballistic front door panels	\$2,794.00
<input type="checkbox"/>	Rear view camera	\$503.00
<input type="checkbox"/>	Sync & Reverse sensing	\$529.00
<input type="checkbox"/>	Lockable gas cap	\$20.00
<input type="checkbox"/>	Blind spot monitoring-requires Sync	\$490.00
<input type="checkbox"/>	Remote keyless entry n/a with keyed alike	\$255.00
<input type="checkbox"/>	Reverse sensing	\$254.00
<input checked="" type="checkbox"/>	Engine block heater	\$35.00
<input checked="" type="checkbox"/>	1 st /2 nd row carpet	\$107.00
<input checked="" type="checkbox"/>	Rear handles & locks inoperable	\$35.00
<input checked="" type="checkbox"/>	Rear window switches delete	\$35.00
<input type="checkbox"/>	Hidden door lock plunger	\$119.00
<input type="checkbox"/>	Remappable (4) switches	\$155.00
<input type="checkbox"/>	Rear console plate	\$35.00
<input type="checkbox"/>	Auxiliary A/C	\$568.00
<input checked="" type="checkbox"/>	Radio suppression straps	\$135.00
<input checked="" type="checkbox"/>	Dark car feature (courtesy lights inop)	\$50.00
<input checked="" type="checkbox"/>	Over-ride switch	\$285.00
<input checked="" type="checkbox"/>	All weather mats	\$100.00
<input type="checkbox"/>	Prisoner partition – loose shipped	\$705.00
<input type="checkbox"/>	Prisoner rear seat/barrier – loose shipped	\$1,250.00
<input type="checkbox"/>	Rustproof & Undercoat	\$395.00
<input type="checkbox"/>	Remote start	\$450.00
<input type="checkbox"/>	Scotch guard	\$125.00
<input type="checkbox"/>	Roof rack side rails	\$100.00
<input checked="" type="checkbox"/>	Hidden door lock plunger w/inop handles	\$279.00
<input checked="" type="checkbox"/>	Dome lamp red/white cargo area	\$43.00

<input type="checkbox"/>	CD-Rom service manual	\$295.00
<input type="checkbox"/>	Delivery over 30 miles	\$125.00
<input checked="" type="checkbox"/>	License and Title fees MP plates	\$220.00

Optional Packages:

<input type="checkbox"/>	Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector 	\$125.00
<input type="checkbox"/>	Police Wire Harness connector Kit – Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector 	\$150.00
<input type="checkbox"/>	Police Interior Upgrade Package-65U Note: See upfitters guide for further info Includes: Cloth rear seats, Floor mats front & rear, 1 st row and 2 nd row carpet floor covering, Full floor console with unique police finish panels (not available with 67G 67H 67U)	\$390.00
<input type="checkbox"/>	Front Headlamp Lighting Solution-66A Includes: Two front integrated LED lights for Wig-Wag simulation-does not include controller-requires grill lamp wiring	\$877.00
<input checked="" type="checkbox"/>	Front Headlamp Housing Only-86P Pre-drilled side marker holes (does not include lights)	\$120.00
<input type="checkbox"/>	Tail Lamp Lighting Solution-66B Includes two rear integrated LED lights (in tail lamps does not include controller)	\$392.00
<input type="checkbox"/>	Rear Lighting Solution-66C Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$437.00
<input type="checkbox"/>	Ultimate Wiring Package-not available with Interior Upgrade Package Includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter 	\$540.00

	<ul style="list-style-type: none"> • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights <p>Recommend police wire harness connector kits 47C & 21P</p>	
<input type="checkbox"/>	<p>Cargo Wiring Upfit Package-not available with Interior Upgrade Package</p> <ul style="list-style-type: none"> • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker <p>(not available with 65U 67H and 67U)</p>	\$1,139.00
<input type="checkbox"/>	<p>Ready for the Road Package-not available with Interior Upgrade Package</p> <p>All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus</p> <ul style="list-style-type: none"> • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inoperable • Rear console mounting plate <p>(not available with 66A 66B 66C 67G 67U)</p>	\$3,102.00

Optional Maintenance & Warranty Coverage:

<input type="checkbox"/>	ESP Extended Warranty Extra Care 5-Year 60,000 miles *NEW PRICING	\$1,035.00
<input type="checkbox"/>	ESP Extended Warranty Base Care 5-year 100,000 miles	\$1,710.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 75,000 miles, 5000 mile interval	\$754.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 100,000 miles, 5000 mile interval	\$882.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 125,000 miles, 5000 mile interval	\$1,163.00
	ESP Limited Maintenance Plan	

<input type="checkbox"/>	150,000 miles, 5000 mile interval	\$1,269.00
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Options – Exterior

<input type="checkbox"/>	Dark Blue	
<input type="checkbox"/>	Lt. Blue Metallic	
<input type="checkbox"/>	Kodiak Brown	
<input type="checkbox"/>	Light Grey	
<input type="checkbox"/>	Ingot Silver	
<input checked="" type="checkbox"/>	Black	
<input type="checkbox"/>	Oxford White	
<input type="checkbox"/>	Med. Titanium	
<input type="checkbox"/>	Royal Blue	
<input type="checkbox"/>	Sterling Grey	
<input type="checkbox"/>	Special Paint	\$873.00

Options – Interior

<input checked="" type="checkbox"/>	Charcoal Black w/vinyl rear	
<input type="checkbox"/>	Charcoal Black w/cloth rear	\$55.00



Please enter the following:

Agency Name & Address

Contact Name

Phone Number

Purchase Order Number

Total Dollar Amount

Total Number of Units

Delivery Address

Please submit P.O. & tax exempt letter with Vehicle Order:

*Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan*

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM

Contract# 122



Joint Purchasing Program Vehicles

May 5, 2014



Contract terms and conditions, such as price or ordering cut-off date, are subject to change.

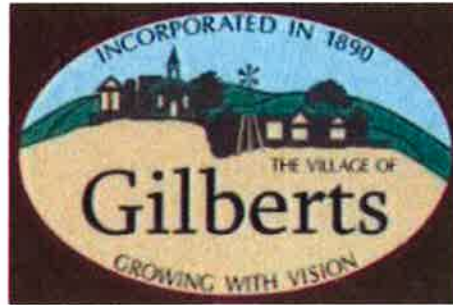
Carefully read the Joint Purchasing Master Contract that is posted on the [Illinois Procurement Bulletin](#) to verify details.

Vehicle	Price	Commodity Description	IPB Location	Vendor	Contract Expiration
PARATRANSIT T5340					
Dodge Grand Caravan Minivan	\$34,143	Braun Entervan Conversion	Contract #4016106, Line 1	Midwest Transit Equipment Inc Tom Boldwin - 800-933-2412	5/9/2014
Eldorado National Aero Elite	\$78,154	Super Medium Duty	Contract #4017285, Line 1	Central States Bus Inc Lou Tagliaferre - 800-825-8273	12/31/2015
PASSENGER T7160				<i>Min. Order Cut-Off Date</i>	<i>Contract Expiration</i>
COMPACT					
Ford C-Max Hybrid	\$21,876	Gas/Electric Hybrid	Contract #4017337, Line 6	Landmark Ford Inc Lyle Snow - 800-798-9912	5/29/2014
Ford Focus SE	\$14,996	Four Door Sedan	Contract #4017336, Line 1	Wright Automotive Inc Rick Cruise - 866-532-3921	5/5/2014
ELECTRIC - 100% Battery Powered					
Ford Focus	\$32,105	Compact	Contract #4017541, Line 5	Green Wheels Ltd Doug Snower - 312-943-1500	n/a
Mitsubishi i-MIEV	\$19,500	Sub-Compact	Contract #4017541, Line 1	Green Wheels Ltd Doug Snower - 312-943-1500	n/a
Nissan Leaf	\$26,485	Mid-Size	Contract #4017541, Line 9	Green Wheels Ltd Doug Snower - 312-943-1500	n/a
MID-SIZE					
Ford Fusion Hybrid	\$23,423	Gas/Electric Hybrid	Contract #4017336, Line 18	Wright Automotive Inc Rick Cruise - 866-532-3921	5/14/2014
Ford Taurus	\$17,621	Flex-Fuel	Contract #4017635, Line 1	Landmark Ford Inc Lyle Snow - 217-862-5200	12/31/2014
PASSENGER VAN					
7 Passenger Dodge Caravan	\$19,400	Flex-Fuel	Contract #4017587, Line 1	Wright Automotive Inc Rick Cruise - 217-532-3921	4/18/2014
8 Passenger Ford E150 Wagon	\$18,823	Flex-Fuel	Contract #4017336, Line 29	Wright Automotive Inc Rick Cruise - 866-532-3921	1/31/2014
10 Passenger Chevrolet Express	\$25,174	Flex-Fuel	Contract #4017158, Line 9	Landmark of Taylorville Lyle Snow - 217-824-2255	4/10/2014
12 Passenger Ford E350 Wagon	\$21,484	Flex-Fuel	Contract #4017336, Line 38	Wright Automotive Inc Rick Cruise - 866-532-3921	1/31/2014
SUV					
Ford Explorer SUV	\$24,707	4WD, Flex-Fuel	Contract #4017336, Line 22	Wright Automotive Inc Rick Cruise - 866-532-3921	2/28/2014

Attachment #3

Contract Management BID

PASSENGER/CARGO VANS T1710		Mr. Order Cur-Off Date	Contract Expiration
Ford E150 Cargo Van	\$15,849	4.6L V-8 Flex-Fuel	Contract #4017343, Line 1 Landmark Ford Inc Lyle Snow - 800-798-9912
Ford E350 Cargo Van	\$19,431	5.3L V-8 Flex-Fuel	Contract #4017343, Line 17 Landmark Ford Inc Lyle Snow - 800-798-9912
Ford E350 Cargo Van w/Aerial Lift	\$49,793	5.3L V-8 Flex-Fuel Versallift Vantel 29	Contract #4017343, Line 40 Landmark Ford Inc Lyle Snow - 800-798-9912
POLICE PURSUIT T7200			
Chevrolet Caprice	\$26,087	Large Sedan, V-8 Flex-Fuel	Miles Chevrolet Nissan Tom Wene - 800-888-1237
Ford Interceptor Utility	\$25,820	SUV, All Wheel Drive, Flex-Fuel	Contract #4017159, Line 1 Morrow Brothers Ford Richie Wellenkamp - 217-368-3037
SCHOOL BUSES T1360			
Collins Bantam 27 Passenger	\$38,266	Optional MFSAB, 14 Passenger, White (Line 6 of the contract)	Contract #4017242, Line 1 Midwest Transit Equipment Inc Stephen W. Ball - 800-933-2412
Collins Grand Bantam 34 Passenger	\$41,344	6.0L Gasoline	Contract #4017242, Line 8 Midwest Transit Equipment Inc Stephen W. Ball - 800-933-2412
Thomas Freightliner C2 Saf-T-Liner	\$73,534	71 Passenger 6-Cyl Diesel	Midwest Bus Sales Inc Tim Toolen - 800-252-2083
IC CE 200	\$73,008	71 Passenger 6.4L V-8 Diesel	Contract #4017448, Line 1 Midwest Transit Equipment Inc Stephen Ball - 800-933-2412
TRUCKS, DUMP, LARGE T6860			
Navistar International 7400	\$99,346.58	Single Axle, 4x2	Contract #4016932, Line 1 Prairie/Archway International Matt Phillips - 217-523-5631
Navistar International 7400	\$105,584.67	Single Axle, 4x2 Crew Cab	Contract #4016932, Line 10 Prairie/Archway International Matt Phillips - 217-523-5631
Navistar International 7400	\$109,832.35	Tandem Axle, 6x4 13' Dump Body	Contract #4016932, Line 19 Prairie/Archway International Matt Phillips - 217-523-5631
Navistar International 7400	\$116,509.23	Tandem Axle, 6x4, 13' Dump Body, Pre-Wet System	Contract #4016932, Line 24 Prairie/Archway International Matt Phillips - 217-523-5631
Navistar International 7400	\$114,417.56	Super Tandem Axle, 6x4 15' Dump Body	Contract #4016932, Line 36 Prairie/Archway International Matt Phillips - 217-523-5631
Navistar International 7400	\$131,578.10	Super Tandem Axle, 6x4 13' All Season Body, Pre-Wet System	Contract #4016932, Line 47 Prairie/Archway International Matt Phillips - 217-523-5631
Navistar International 7400	\$134,974.56	Super Tandem Axle, 6x4 15' All Season Body, Pre-Wet System	Contract #4016932, Line 56 Prairie/Archway International Matt Phillips - 217-523-5631
Navistar International 7600	\$216,818.60	Super Tandem Axle, 6x6 15' All Season Spreader Body, Heavy Duty Benching Wing, Pre-Wet System	Contract #4016932, Line 65 Prairie/Archway International Matt Phillips - 217-523-5631
Navistar International 4300LP	\$104,239.80	Low Profile Dump/Maintenance, Tailgate Sander, Snowplow	Contract #4016932, Line 72 Prairie/Archway International Matt Phillips - 217-523-5631
Navistar International 7400	\$143,951.96	SFA, 4x2, 11' Dump Body Reversible Plow, Dump/Spreader Body Pre-Wet System	Contract #4016933, Line 77 Prairie/Archway International Matt Phillips - 217-523-5631



TO: President Rick Zirk
Board of Trustees

CC: Police Pension Board
Ray Keller, Village Administrator

FROM: Marlene Blocker, Finance Director *MB*

DATE: May 1, 2014

SUBJECT: Pension Fund Annual Report

Attached is the annual report for the police pension fund as required according to State Statute ILCS40 5/3-141. The report shows all revenue and expenses for the fund from May 1, 2013 thru April 30, 2014

Again this year the funds collected from the tax levy did not cover the total requested amount. The levy was subsidized by \$720.69 from general fund revenues.

ANNUAL POLICE PENSION REPORT
FOR PERIOD OF MAY 1, 2013 THRU APRIL 30, 2014

BEGINNING BALANCE 5/1/13		1,347,164.34
CONTRIBUTIONS		
EMPLOYEE CONTRIBUTIONS	44,607.88	
EMPLOYER CONTRIBUTIONS - LEVY	98,223.31	
EMPLOYER CONTRIBUTIONS - OTHER	720.69	
TOTAL CONTRIBUTIONS		143,551.88
INTEREST INCOME	32,373.79	
UNREALIZED GAIN/LOSS	(5,968.15)	
		26,405.64
TOTAL RECEIPTS		169,957.52
EXPENSES		
LEGAL FEES	2,032.53	
BANK FEES	7,579.58	
DUES	237.82	
IPPFA DUES	775.00	
AUDIT FEES	1,390.00	
ACTUARY FEES	1,200.00	
MANDATORY TRUSTEE TRAINING	1,930.00	
TOTAL EXPENSES		15,144.93
ENDING BALANCE 4/30/14		1,501,976.93

Village of Gilberts, Kane County, Illinois

Summary of Ordinances

SSA #24 Establishing Ordinance

The adoption of the establishing ordinance is the next step required in the restructuring of the Special Service Area #19 bonds that were issued in 2006 and have since defaulted. The SSA #24 establishing ordinance follows the adoption of the proposing ordinance last December and the holding of the public hearing in January for Special Service Area Number 24. More than 60 days have passed since the holding of the public hearing with no objections having been filed with the Village Clerk, which by statute allows for the establishment of the new SSA. This SSA would replace SSA #19, and is coterminous with SSA #19. The ordinance approves the Special Tax Roll and Report prepared by David Taussig & Associates which sets forth the methodology for spreading the Special Taxes within the Special Service Area, and reflects the reduced principal amount of the Bonds which may be issued in exchange for the outstanding SSA #19 Bonds and therefore a reduced levy amount. It also reflects the extended maturity of the SSA #24 Bonds and provides for the levy of special taxes through 2033. The Special Tax Report includes certain additional modifications required due to the changes made in the SSA #24 Bonds compared to the SSA #19 Bonds.

SSA #24 Bond Ordinance

This Ordinance authorizes \$9,750,000 principal amount of SSA #24 Bonds to be issued in exchange for the outstanding \$15,000,000 principal amount of defaulted SSA #19 Bonds. The Bonds are to be issued at an interest rate of 5.375% and will mature on March 1, 2034 subject to earlier sinking fund and mandatory redemptions. The Bonds are issued in two Subseries: Subseries A in the principal amount of \$7,700,000 and Subseries B in the principal amount of \$2,050,000. The subseries are initially issued on a parity basis. In the event of a default under the Indenture, the Subseries A Bonds shall be senior in right to payment over the Subseries B Bonds until the default is cured and all current and past due amounts owed on the Bonds are paid. The Subseries B Bonds will be the Bonds owned by Gilberts Development LLC (Troy Mertz's company) other than the Bonds to be assigned to the Village which shall be Subseries A Bonds.

The Bond Ordinance approves the forms of certain documents including: (1) an Amended and Restated Trust Indenture which amends the Indenture pursuant to which the SSA #19 Bonds were issued, (2) a form of consulting agreement with David Taussig & Associates which will serve as the Consultant to the Village to administer the SSA and to bill and collect the special taxes directly on behalf of the Village without going through the County, (3) a form of continuing disclosure agreement to be entered into between the Village and Gilberts Development LLC to effect compliance with Rule 15c2-12 adopted by the Securities Exchange Commission pursuant to which the Village agrees to provide notice of certain events and file annual financing information and (4) a form of Reoffering Memorandum which describes the terms of the SSA #24 Bonds, the security for the Bonds, the Special Service Area, the Special Tax Report and certain bondholder risks. This document was requested by the existing

bondholders and will be delivered on or prior to the time the SSA #24 Bonds are exchanged for the SSA #19 Bonds.

There will be no cash delivered in connection with the exchange of the SSA #24 Bonds for the SSA #19 Bonds. It is anticipated that the SSA #24 Bonds will be issued 10 days after the adoption of the Bond Ordinance at which time the SSA #19 Bonds will be cancelled by the Trustee.

At the first Village Board meeting after the Bonds are issued, the Ordinances establishing SSA #19 and SSA #20 will be repealed and the lien on the property associated with those SSA's released. In addition, an ordinance abating the Levy Year 2014 Special Service Area Taxes which were levied in connection with the SSA #19 Bonds shall be presented for adoption and upon adoption filed with the County Clerk.

VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER 10-2014

**An Ordinance Establishing the Village of Gilberts
Special Service Area Number Twenty Four**

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

_____, 2014

**Published in pamphlet form by authority of the President and Board of Trustees of
the Village of Gilberts, Kane County, Illinois this ____ day of _____, 2014.**

ORDINANCE NO. 10-2014
AN ORDINANCE ESTABLISHING
VILLAGE OF GILBERTS
SPECIAL SERVICE AREA NUMBER TWENTY-FOUR

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

Section 1. Authority. The Village of Gilberts (the "Village") is authorized, pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "Act"), to establish special service areas for the provision of special governmental services in portions of the Village and to levy or impose a special tax and to issue bonds and refunding bonds for the provision of such special services.

Section 2. Findings. (a) The question of establishment of the area hereinafter described as a special service area (the "Area" or "Special Service Area") was considered by the President and Board of Trustees of the Village pursuant to "An Ordinance Proposing the Establishment of Special Service Area Number Twenty-Four in the Village of Gilberts and Providing for Other Procedures in Connection Therewith," being Ordinance No. 30-2013, adopted on December 17, 2013. The establishment of the Area was considered at a public hearing commenced on January 7, 2014. Said hearing was held pursuant to notice duly published in The Daily Herald, a newspaper of general circulation within the Village, on December 23, 2013, which was at least fifteen (15) days prior to the hearing, and also pursuant to notice by mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area. Said notice by mail was given by depositing said notice in the United States mail not less than ten (10)

days prior to the date set for the public hearing. In the event taxes for the last preceding year were not paid, said notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property. A certificate of publication of notice and evidence of mailing of notice are attached to this Ordinance as Exhibit A and Exhibit B, respectively. Said notices conform in all respects to the requirements of the Act.

(b) A public hearing on the questions set forth in said notices was commenced on January 7, 2014, and finally adjourned on January 7, 2014. All interested persons were given an opportunity to be heard on the question of the issuance of bonds to refinance and restructure the Village's Special Service Area Number Nineteen Special Tax Bonds, Series 2006-1 (The Conservancy Project) (the "Prior Bonds") previously issued for the purpose of financing a part of the cost of surveying, engineering, soil testing and appurtenant work, mass grading and demolition, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, sidewalks and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, wetland mitigation, public park improvements and tree installation, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs (collectively, the "Improvements"), on the question of the completion of the Improvements, on the question of the conditions for participating in the Area as more particularly set forth herein, and on the question of the retirement of said bonds as due from time to time by a levy of a tax on real property within the Area.

(c) The Prior Bonds were secured by special taxes levied within the Village's Special Service Area Number Nineteen established pursuant to Ordinance No. 06-57 of the Village ("Special Service Area Number Nineteen") which is coterminous with the proposed Special Service Area. In addition, the Village established Special Service Area Number Twenty pursuant to Ordinance No. 07-23 which is coterminous with Special Service Area Nineteen for the purpose of paying certain costs of the Village associated with the Prior Bonds.

(d) After considering the data as presented to the President and Board of Trustees of the Village and at the public hearing, the President and Board of Trustees of the Village find that it is in the best interests of the Village and of the residents and property owners of the Village of Gilberts Special Service Area Number Twenty-Four that said special service area, as hereinafter described, be established.

(e) More than 60 days have passed since the final adjournment of the public hearing, and no petition objecting to the creation of the Special Service Area, the levy of the Special Tax as herein described or the issuance of bonds has been filed with the Village Clerk.

(f) Said Special Service Area is compact and contiguous as required by the Act.

(g) An annual special tax based upon a special tax roll levied against each residential lot and each parcel in the Area as herein described does not exceed the tax rate or method proposed in the notice of public hearing referred to herein and such special tax, taking into account the direct and indirect special service benefits to current and future owners of property within the Area, bears a rational relationship between the amount of tax levied against each lot, block, tract and parcel of land in the Area and the special service benefit conferred.

(h) It is in the best interests of the Village that the Special Service Area be created for the refinancing and restructuring of the Prior Bonds, and that taxes be levied on real property within the Special Service Area to retire the bonds and to cover costs and expenses connected with the refinancing of the Prior Bonds and the funding of a reserve fund for the bonds; and that said Special Service Area will benefit specially from the refinancing of the Prior Bonds through the issuance of bonds secured by taxes levied within the Special Service Area.

(i) Upon the issuance of such bonds secured by a levy of taxes within Special Service Area Number Twenty-Four, the Village's Special Service Area Number Nineteen and Special Service Area Number Twenty shall be terminated, and all taxes levied therein abated. No taxes shall be extended within Special Service Area Number Twenty-Four until such time as all taxes levied for the Prior Bonds have been abated in full and the Village shall have received an executed copy of the Settlement Agreement executed by all parties with Kane County regarding certain tax parcels within the Special Service Area in the form approved by the Village.

Section 3. Village of Gilberts Special Service Area Number Twenty-Four Established. A special service area to be known and designated as "Village of Gilberts Special Service Area Number Twenty-Four" is hereby established and shall consist of the contiguous territory legally described in Exhibit C hereto, and outlined on the map of a portion of the Village attached as Exhibit D hereto, which description and map are by this reference incorporated herein and made a part hereof.

Section 4. Purpose of Area. Village of Gilberts Special Service Area Number Twenty-Four is established to provide for the refinancing of the Prior Bonds. Village of Gilberts Special Service Area Number Twenty-Four is also created so that bonds may be issued for the

purposes aforesaid (the “Bonds”), payable from taxes levied on real property in the Area in accordance with the special tax roll established by this Ordinance. Such taxes shall be levied in addition to all other Village taxes so levied, provided no Bonds shall be issued in excess of the principal amount of \$9,750,000 or at an interest rate to exceed 5.375% per annum and the Bonds shall mature within not more than twenty (20) years from their date.

Section 5. Special Tax Roll for Bond Retirement. In lieu of an ad valorem tax to be levied and extended for the payment of principal of and interest on any Bonds issued on behalf of the Area, a special tax roll is hereby established. Such special tax roll shall be used only for levying and extending taxes for the payment of principal of and interest on any Bonds issued for the purposes set forth in Section Four hereof, the funding of a reserve fund and administrative expense fund and to pay for the administration and maintenance of the Area. The description of the special tax roll shall be as set forth in the “Village of Gilberts Special Service Area Number Twenty-Four Special Tax Roll and Report” substantially in the form attached as Exhibit E hereto, which description is by this reference incorporated herein and made a part hereof.

Section 6. Supersede Conflicting Ordinance. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law. The Village Clerk is directed to file a certified copy of this Ordinance with County Clerk of Kane County and with the Recorder of Deeds of Kane County.

PASSED by the President and Board of Trustees of the Village this May __, 2014.

Voting Aye (list names): _____

Voting Nay (list names): _____

Abstaining (list names): _____

Absent (list names): _____

Village Clerk

SIGNED by the President this May __, 2014.

President

ATTEST:

Village Clerk

Published in pamphlet form May __, 2014.

VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER 11-2014

An Ordinance providing for issuance of not to exceed \$9,750,000 Village of Gilberts, Kane County, Illinois Special Service Area Number Twenty Four Special Tax Bonds, Series 2014 (Conservancy Project) and authorizing the Levy of a Direct Annual Tax on Taxable Property in such Special Service Area for the payment of Principal and Interest of such Bonds

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

_____, 2014

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois this ____ day of _____, 2014.

ORDINANCE NO. 11-2014

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF
\$9,750,000 VILLAGE OF GILBERTS,
KANE COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER TWENTY-FOUR
SPECIAL TAX BONDS, SERIES 2014
(THE CONSERVANCY PROJECT)
AND AUTHORIZING THE LEVY AND COLLECTION OF A
DIRECT ANNUAL TAX ON TAXABLE PROPERTY IN SUCH
SPECIAL SERVICE AREA FOR THE PAYMENT OF
PRINCIPAL OF AND INTEREST ON SUCH BONDS**

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

Section 1. Findings and Declarations. It is found and declared by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois (the "Village") as follows:

a. The Village has established Special Service Area Number Twenty-Four described more fully in Exhibit A, attached to this Ordinance and incorporated herein (the "Special Service Area") pursuant to Ordinance Number 10-2014 adopted on May 20, 2014 (the "Establishing Ordinance"), the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended (the "Special Service Area Act") and the provisions of Section 7 of Article VII of the 1970 Constitution of the State of Illinois, and has otherwise complied with all other conditions precedent required by the Special Service Area Act.

b. Special Service Area Number Twenty-Four is coterminous with Special Service Area Number Nineteen established by the Village pursuant to Ordinance No. 06-57 on December 12, 2006 (the "SSA 19 Establishing Ordinance").

c. Pursuant to Ordinance No. 06-58 adopted on December 12, 2006 (the "Prior Bond Ordinance") and pursuant to the Special Service Area Act the Village previously issued \$15,000,000 aggregate principal amount of Village of Gilberts Special Service Area Number Nineteen Special Tax Bonds, Series 2006-1 (The Conservancy Project) (the "Prior Bonds") for the purpose of providing a portion of the funds needed for costs of the Special Services (as defined below).

d. Pursuant to the Prior Bond Ordinance, it was deemed necessary and in the best interests of the Village to provide special services benefiting the Special Service Area consisting of surveying, engineering, soil testing and appurtenant work, mass grading and demolition, stormwater management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, sidewalks, and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, wetland mitigation, public park improvements and tree installation, costs for land and easement acquisitions relating to any of the foregoing

improvements, required tap on and related fees for water or sanitary sewer services used to construct water and sanitary sewer improvements, and other eligible costs to serve the Special Service Area (the “Special Services”).

e. In order to provide for the completion of the Special Services, and the continued development of the Special Service Area, it is in the best interests of the Village to refinance and refund the Prior Bonds.

f. After adoption of Ordinance Number 30-2013 on December 17, 2013, which proposed the consideration of establishing the Special Service Area and the issuance of the Bonds in an aggregate principal amount not to exceed \$10,000,000 (the “Proposing Ordinance”), due publication of notice as required by the Special Service Area Act, including, without limitation, notice of the issuance of the Bonds in an aggregate principal amount not to exceed \$10,000,000, a public hearing to consider the establishment of the Special Service Area, the issuance of the Bonds for the purpose of paying additional costs of the Special Services and the refinancing of the Prior Bonds and the manner in which the Bonds were proposed to be retired and the proposed tax levy, was held on January 7, 2014 at 7:30 p.m., no objection petition was filed with respect to the establishment of the Special Service Area or the issuance of the Bonds within the period of time allowed pursuant to the Special Service Area Act.

g. It is necessary and in the best interests of the Village to issue an aggregate principal amount of \$9,750,000 of its Special Service Area Number Twenty-Four Special Tax Bonds, Series 2014 (The Conservancy Project) (the “Bonds”), as provided in this Ordinance, to refund, and in exchange for, the Prior Bonds and to provide for the completion of the Special Services.

Section 2. Issuance of Bonds.

a. The Village shall borrow the sum of \$9,750,000 by issuing the Bonds as provided in this Ordinance. The Bonds which shall be designated “Village of Gilberts, Kane County, Illinois Special Service Area Number Twenty-Four Special Tax Bonds, Series 2014 (The Conservancy Project),” shall be issued for the purpose of refunding the Prior Bonds, which Prior Bonds were issued to provide funds needed for the costs of the Special Services. The Bonds shall be issued in two subseries consisting of \$7,700,000 aggregate principal amount of Special Service Area Number Twenty-Four Special Tax Bonds, Series 2014 (The Conservancy Project) Subseries A and \$2,050,000 aggregate principal amount of Special Service Area Number Twenty-Four Special Tax Bonds, Series 2014 (The Conservancy Project) Subseries B. The Bonds shall be issued in exchange for the Prior Bonds. No cash proceeds shall be received by the Village in connection with such exchange. Funds held by the trustee for the Prior Bonds shall be transferred to the funds established for the Bonds as described in the Indenture (as defined in Section 3(a) below). The Bonds shall be issued pursuant to the powers of the Village pursuant to Section 7 of Article VII of the 1970 Constitution of the State of Illinois; the Special Service Area Act; and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (the “Debt Act”).

b. The Bonds shall be issued as provided in the Indenture (as hereinafter defined) and with such terms as are set forth in Section 4 of this Ordinance and the Indenture.

Section 3. Approval of Documents. There have been submitted to the President and Board of Trustees forms of the following documents relating to the issuance of the Bonds:

a. a form of Amended and Restated Trust Indenture (the "Indenture") between the Village and Wells Fargo Bank, N.A., as trustee (the "Trustee"), to be dated as of the date of issuance of the Bonds, which form of Indenture is attached as Exhibit B to this Ordinance;

b. a form of Agreement for Administrative Services to be entered into by and between the Village, Gilberts Development, LLC and David Taussig & Associates, Inc. providing for the administrative services to the Special Service Area which agreement is attached as Exhibit C to this Ordinance;

c. a form of continuing disclosure agreement to be entered into among the Village, the Trustee and Gilberts Development, LLC (the "CDA") to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, which agreement is attached as Exhibit D to this Ordinance; and

d. a form of Reoffering Memorandum (the "Reoffering Memorandum") describing the terms of, and security for, the Bonds which Reoffering Memorandum is to be provided to the Bondholders in connection with the exchange of the Bonds for the Prior Bonds, substantially in the form attached as Exhibit E to this Ordinance.

Such documents are approved as to form and substance and the Village President and the Village Clerk of the Village are authorized and directed to execute and deliver and/or authorize the use of such documents on behalf of the Village in substantially the forms submitted with such additions, deletions and completions of the same as the Village President and the Village Clerk deem appropriate; and when each such document is executed, attested, sealed and delivered on behalf of the Village, as provided herein, each such document will be binding on the Village. From and after the execution and delivery of each such document, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such additional documents as may be necessary to carry out, comply with and perform the provisions of each such document as executed; and each such document shall constitute, and hereby is made, a part of this Ordinance, and a copy of each such document shall be placed in the official records of the Village, and shall be available for public inspection at the office of the Village Clerk.

Section 4. Bond Terms. The Bonds shall be issued as provided in the Indenture and shall be issued in the aggregate principal amount of \$9,750,000, shall be dated their date of issuance, shall mature on March 1, 2034 and shall bear interest at the rate of 5.375% per annum, and shall be subject to redemption at the times and prices, all as set forth in the Indenture. The Bonds shall be issued in exchange for the Prior Bonds upon receipt of the written consent of

100% of the Beneficial Owners of the Prior Bonds, which Prior Bonds shall be cancelled upon delivery of the Bonds. Any reduction in the principal amount of the Bonds for the Prior Bonds shall be pro rata such that each beneficial owner receives the same percentage reduction in the principal amount of the Bonds exchanged for the Prior Bonds as set forth in the Indenture. The execution and delivery of the Indenture by the Village President and the Village Clerk shall evidence their approval of the terms of the Bonds.

Section 5. Execution and Delivery of Bonds. The Village President and the Village Clerk are authorized and directed to execute and deliver the Bonds and, together with other Authorized Officers (as defined in the Indenture), to take all necessary action with respect to the issuance, sale and delivery of the Bonds, all in accordance with the terms and procedures specified in this Ordinance and the Indenture. The Bonds shall be delivered to the Trustee who is directed to authenticate the Bonds and deliver the Bonds to The Depository Trust Company, upon receipt of the written consent of the Beneficial Owners of the Prior Bonds to the exchange and cancellation of the Prior Bonds for the Bonds. Upon such delivery the Prior Bonds shall be cancelled.

The Bonds shall be in substantially the form set forth in the Indenture. Each Bond shall be executed by the manual or facsimile signature of the Village President and the manual or facsimile signature of the Village Clerk and shall have the corporate seal of the Village affixed to it (or a facsimile of that seal printed on it). The Village President and the Village Clerk (if they have not already done so) are authorized and directed to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the Bonds. Each Bond so executed shall be as effective as if manually executed. In case any officer of the Village whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before authentication and delivery of any of the Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No Bond shall be valid for any purpose unless and until a certificate of authentication on that Bond substantially in the form set forth in the bond form in the Indenture shall have been duly executed by the Trustee. Execution of that certificate upon any Bond shall be conclusive evidence that the Bond has been authenticated and delivered under this Ordinance.

Section 6. Bonds are Limited Obligations; Authorization of Levy of Special Taxes; Pledge. The Bonds shall constitute limited obligations of the Village, payable from the Special Taxes (as defined below) to be levied and collected on all taxable real property within the Special Service Area as provided below. The Bonds shall not constitute the general obligations of the Village and neither the full faith and credit nor the unlimited taxing power of the Village shall be pledged as security for payment of the Bonds.

The Village covenants to bill and collect each year Special Taxes upon all taxable real property within the Special Service Area in accordance with the Village of Gilberts Special Service Area Number Twenty-Four Special Service Area Report (the "Special Tax Report") prepared by David Taussig & Associates, Inc., for the Special Service Area in amounts sufficient to pay and discharge the principal of the Bonds at maturity and mandatory sinking fund

redemption dates and to pay interest on the Bonds for each year at the interest rate set forth herein and in Section 2.4 of the Indenture, to make deposits to the Reserve Fund as set forth in the Indenture and to pay for the Administrative Expenses (as defined in the Indenture) of the Village for each year. Special Taxes are hereby levied in the following amounts for the following years (the “Special Taxes”):

<u>Year of Levy</u>	<u>An Amount Sufficient to Produce the Sum of:</u>
2014	\$ 586,637.28
2015	586,637.28
2016	586,637.28
2017	586,637.28
2018	586,637.28
2019	586,637.28
2020	586,637.28
2021	586,637.28
2022	586,637.28
2023	586,637.28
2024	586,637.28
2025	586,637.28
2026	1,578,996.44
2027	1,699,294.80
2028	1,699,294.80
2029	1,699,294.80
2030	1,699,294.80
2031	1,699,294.80
2032	1,699,294.80
2033	1,699,294.80

Pursuant to the Special Tax Report, the Special Taxes shall be divided among all taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Report. It shall be the duty of the Village and the Village hereby covenants, for each of the years 2014 through 2033 to calculate or cause the Consultant appointed pursuant to the Indenture to calculate the Maximum Parcel Special Taxes (as defined in the Special Tax Report) to adopt an ordinance approving an amended Special Tax Roll and any abatement of the Special Taxes attributable to prepayments, and no later than January 15 and July 15 of each year, commencing January 15, 2015 to bill directly each property owner of record in the Special Service Area the amounts set forth in the amended Special Tax Roll. The Special Tax shall be collected from the property owners by the Village through the Consultant to coincide with the Interest Payment Dates on the Bonds and shall be computed, extended and collected in accordance with the Special Tax Report, and divided among the taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Roll. On or before the last Tuesday of January for each of the years 2015 through 2034 the Village shall provide to the Trustee and the Consultant a copy of the adopted Ordinance approving the amended Special Tax Roll. The Village shall take all actions which shall be necessary to provide for the levy, extension, collection and application of

the taxes as provided by this Ordinance, including, but not limited to, enforcement, of such taxes by institution of foreclosure proceedings by the Village pursuant to Article 9 of the Illinois Municipal Code and as provided by law or through tax sale proceedings by the County in accordance with the Special Service Area Act as directed by the Bondholders in accordance with the Indenture.

The Special Taxes billed and collected as described above shall be deposited in the Bond and Interest Fund created pursuant to the Indenture and are appropriated to and are irrevocably pledged to and shall be used only for the purposes set forth in the Indenture. There shall be deposited in the Bond and Interest Fund on the date the Bonds are issued an amount equal to the debt service due on the Bonds on September 1, 2014.

Section 7. Special Covenants. The Village covenants with the holders of the Bonds from time to time outstanding, that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Bonds and the Prior Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Internal Revenue Code of 1986, as amended (the "Code"); (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that the interest on the Bonds and the Prior Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the Bonds or the Prior Bonds, amounts held under the Indenture or any other funds of the Village which would result in making interest on the Bonds or the Prior Bonds subject to federal income taxes by reason of causing the Bonds or the Prior Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the Bonds or the Prior Bonds. The Village President, Village Clerk, Village Treasurer and other Authorized Officers of the Village are authorized and directed to take all such actions as are necessary in order to carry out the issuance and delivery of the Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds and other moneys held under the Indenture in order to establish that the Bonds and the Prior Bonds shall not constitute arbitrage bonds as so defined.

The Village further covenants with the holders of the Bonds from time to time outstanding, that:

a. it will take all actions, if any, which shall be necessary in order further to provide for the levy, extension, collection and application of the Special Taxes imposed by or pursuant to this Ordinance or the Establishing Ordinance, including, but not limited to, enforcement of the Special Taxes by institution of foreclosure procedures as provided by law or through tax sale proceedings by the County in accordance with the Special Service Area Act;

b. it will not take any action which would reduce the size of the Special Service Area or adversely affect the levy, extension, collection and application of the

Special Taxes, except to abate the Special Taxes to take into account prepayments to the extent permitted by the Special Tax Report and as provided in this Ordinance and to release parcels subject to the Special Taxes to the extent a prepayment of the Special Taxes for such parcel has been made; and

c. it will comply with all present and future laws concerning the levy, extension and collection of the Special Taxes; in each case so that the Village shall be able to pay the principal of and interest on the Bonds as they come due and it will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes by the commencement and maintenance of an action to foreclose the lien of any delinquent Special Taxes in the manner provided by law.

Upon issuance of the Bonds, the Village shall adopt and file an abatement ordinance abating the Special Taxes levied pursuant to the bond ordinance for the Prior Bonds (the "Prior Bond Ordinance") for levy year 2014. The Village hereby agrees to deposit with the Trustee for the Bonds any amounts collected from the 2013 levy, if any, of Special Taxes pursuant to the Prior Bond Ordinance for deposit in the Bond and Interest Fund created under the Indenture.

Section 8. Additional Authority. The Village President, the Village Clerk, the Village Treasurer and the other officers of the Village are authorized to execute and deliver on behalf of the Village such other documents, agreements and certificates and to do such other things consistent with the terms of this Ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this Ordinance, including without limitation to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds in order to establish that the Bonds and the Prior Bonds shall not constitute arbitrage bonds as defined in Section 7 above.

Section 9. Transfer of Funds; Defeasance of Prior Bonds. All amounts on deposit in the funds and accounts created for the Prior Bonds shall be applied or transferred as provided in the Indenture.

Section 10. Filing of Ordinance. The Village Clerk is directed to file a certified copy of this Ordinance, and an accurate map of the Special Service Area, with the County Clerk of Kane County.

Section 11. Severability. If any section, paragraph, clause or provision of this Ordinance (including any section, paragraph, clause or provision of any exhibit to this Ordinance) shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other sections, paragraphs, clauses or provisions of this Ordinance (or of any of the exhibits to this Ordinance).

Section 12. Repealer; Effect of Ordinance. All ordinances, resolutions and orders or parts of ordinances, resolutions and orders in conflict with this Ordinance are repealed to the extent of such conflict. The Village Clerk shall cause this Ordinance to be published in pamphlet form. This Ordinance shall be effective upon its passage and publication as provided by law.

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS this ____ day of May, 2014.

VOTING AYE: _____

VOTING NAY: _____

ABSENT: _____

ABSTAINED: _____

NOT VOTING: _____

APPROVED:

Village President

ATTEST:

Village Clerk

VILLAGE OF GILBERTS

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

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

Section 1:

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

Section 2:

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

Passed this ____ day of _____, 2014 by a roll call vote as follows:

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

APPROVED THIS ____ DAY OF _____, 2014

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Exhibit "A"

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____ 2014, by and between Gilberts Development LLC, a _____ corporation (herein called "**Developer**"), David Taussig and Associates, Inc., a California corporation (herein called "**Consultant**"), and the Village of Gilberts (herein called "**Village**") with respect to the project(s) known as Village of Gilberts Special Service Area Number Twenty-Four (hereinafter "SSA 24").

RECITALS

- A. The Consultant desires to perform certain services as described herein for Village.
- B. Village desires that Consultant perform such services.
- C. Developer will be responsible for payment of the Consulting Services (as that term is defined below) and Consultant's expenses, and the execution of this Agreement indicates Developer's agreement to pay Consultant's professional fees and expenses for the services provided hereunder, as provided in this Agreement and the exhibits attached hereto.

AGREEMENT

Village, Developer, and the Consultant, in consideration of the mutual promises and conditions herein contained, agree as follows:

ARTICLE I TERM OF CONTRACT

Section 1.1 This Agreement shall become effective on the date stated above and shall continue in effect until the earlier of (i) the date of the issuance of the SSA 24 Special Tax Bonds, Series 2014 or (ii) until terminated as provided in Article VI below.

ARTICLE II SERVICES TO BE PERFORMED BY CONSULTANT

Section 2.1 Consultant agrees to perform the professional services for Village in accordance with the applicable standard of care and to deliver the work products to Village as described in the Scope of Work Statement attached as Exhibit "A" hereto and incorporated herein by reference (the "**Scope of Work Statement**"). Such professional services and work products, as from time to time modified in accordance with Section 2.3 hereof, are collectively referred to as the "**Consulting Services**."

Section 2.2 Instruments of Service. All computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs,

improvements, processes and methods (collectively, the "**Proprietary Models**"), reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto. Village and Developer acknowledge and agree that the consideration paid by Developer herein only entitles Village and Developer to a license to use the hard copy or electronically transmitted reports generated pursuant to the Consulting Services and that any Proprietary Model that Consultant uses to generate such reports is owned by, or is duly licensed from a third party to Consultant and is not being provided to Village or Developer hereunder. The reports and models used to generate such reports are for use on this Project only. Village and Developer shall not reuse or make any modification to the hard copy or electronically transmitted reports generated pursuant to the Consulting Services without the prior written authorization of the Consultant. Developer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its shareholders, officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized use, reuse or modification of the hard copy or electronically transmitted reports generated pursuant to the Consulting Services or any of Consultant's Instruments of Service, including models, by Village or Developer or any person or entity that acquires or obtains the reports from or through Village or Developer without the written authorization of the Consultant. Village and Developer acknowledge that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the reports and analyses prepared for Village and Developer pursuant to this Agreement, and Village and Developer acknowledge and agree that Consultant has the right to use the reports and analyses that it authors pursuant to this Agreement as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any confidential information provided by Village or Developer in such future reports and analyses. Village and Developer further acknowledge and agree that Consultant has spent substantial time and effort in collection and compiling data and information (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Village's or Developer's confidential information that may be contained in such Data Compilations, unless such confidential information is used only on an aggregated and anonymous basis.

Section 2.3 Any proposed changes in the Consulting Services hereunder shall be submitted to the other parties hereto, and any such changes agreed to by the parties shall be reflected in an amendment to the Scope of Work Statement in accordance with Section 7.2 hereto.

Section 2.4 Nothing in this Agreement shall give the Consultant possession of authority with respect to any decision of Village or Developer beyond the rendition of information, advice, recommendation or counsel.

ARTICLE III **COMPENSATION**

Section 3.1 Developer agrees to pay Consultant for its Consulting Services, in accordance with this Agreement, a professional fee computed according to the Professional Fee Schedule attached as Exhibit "B" hereto and incorporated herein by reference (the "**Fee Schedule**"). Developer acknowledges and agrees that portions of Consultant's professional fees and expenses

were incurred by Consultant prior to the execution of this Agreement (the "**Pre-Agreement Fees**") and Developer agrees to pay such Pre-Agreement Fees in accordance with this Agreement.

Section 3.2 Developer shall reimburse Consultant for Consultant's expenses. Expenses shall include all actual expenditures made by Consultant in the performance of any Consulting Services undertaken pursuant to the Agreement, including, without limitation, the following expenditures:

- (a) Cost of clerical assistance @ \$75 per hour, including typing, collation, printing and copying, plus copier and photography costs, including photographic reproduction of drawings and documents;
- (b) Travel and transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, lodging and regularly scheduled commercial airline coach ticket costs; and
- (c) Courier services, facsimile, and telephone expenses.

Section 3.3 Consultant's professional fees and expenses shall be payable by Developer and/or, to the extent available, from funds held in trust pursuant to the SSA 24 Amended and Restated Trust Indenture between the Village of Gilberts and Wells Fargo Bank, N.A. on the date of issuance of the SSA 24 Special Tax Bonds, Series 2014. Consultant shall use commercially reasonable efforts to forward an invoice to Developer seven (7) days before the date of bond issuance. Such invoice shall contain the final payment amount to be made to Consultant. If the issuance of the SSA 24 Special Tax Bonds, Series 2014 does not occur prior to June 1, 2014 or if the Village determines that the issuance of such bonds will not occur, Consultant shall be remunerated for Consulting Services based on the hourly rates set forth in the Fee Schedule, plus expenses. In such event Consultant shall present to Developer as promptly as practicable an invoice covering Consulting Services and reimbursable expenses to date. Village shall not unreasonably withhold a determination that the issuance of the bonds will not occur. Such invoice shall be paid by Developer within thirty (30) days of the date of the invoice. A one and two-tenths percent (1.20%) charge per month may be imposed against accounts which are not paid within thirty (30) days of the date of the invoice.

Section 3.4 If Developer objects to any portion of an invoice, Developer shall notify Consultant within fourteen (14) calendar days of receipt of the invoice, otherwise the invoice shall be deemed accepted. If Developer objects to any portion of an invoice, Developer shall so timely notify Consultant in writing identifying the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

Section 3.5 The maximum total professional fee amount set forth in the Fee Schedule may be increased as a result of any expansion of the Consulting Services to be rendered hereunder pursuant to Section 2.3 or as provided in the Scope of Work Statement. Any such changes in the maximum total professional fee amount agreed to by the parties shall be reflected in an amendment to the Fee Schedule entered into in accordance with Section 7.2.

Section 3.6 Records of Consultant's costs relating to (i) the Consulting Services performed under this Agreement and (ii) reimbursable expenses shall be kept and shall be available to Developer, Village, or their authorized representative at reasonable intervals during normal business hours.

ARTICLE IV **OTHER OBLIGATIONS OF CONSULTANT**

Section 4.1 Consultant agrees to perform the Consulting Services in accordance with the Scope of Work Statement attached as Exhibit "A" and the applicable standard of care. Should any errors caused by the negligence of Consultant be found in such services or products, upon written notice to Consultant, Consultant shall correct them at no additional charge by revising the work products called for in the Scope of Work Statement to eliminate the errors.

Section 4.2 Consultant will supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of Developer and Village. However, Consultant may subcontract portions of the work to be performed hereunder to other persons provided Consultant notifies Developer and Village of the name and address of said proposed subconsultant and Developer and Village either consent or fail to respond to such notification within ten (10) business days of such notification with respect to the use of any particular proposed subconsultant.

Section 4.4 In the performance of its Consulting Services hereunder, Consultant is, and shall be deemed to be for all purposes, an independent contractor (and not an agent, officer, employee or representative of Developer or Village) under any and all laws, whether existing or future. Consultant is not authorized to make any representation, contract or commitment on behalf of Developer or Village.

ARTICLE V **OTHER OBLIGATIONS OF DEVELOPER AND VILLAGE**

Section 5.1 Village and Developer shall provide full information in a timely manner regarding requirements for and limitations on the Project. Developer and Village agree to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement with the exception of those documents which the Scope of Work Statement calls upon the Consultant to prepare. Furthermore, Village and Developer shall each designate one or more representatives authorized to act on their behalf with respect to the Project. Village or Developer or such designated representatives shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's Consulting Services.

Section 5.2 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Developer or Village without the prior written consent of Consultant.

Section 5.3 Developer, Village, other public agencies and landowners, other Consultants, and other professionals and parties dealing with Developer or Village or involved in the subject development Project referred to in the Scope of Work Statement (collectively, the "**Furnishing Parties**") will be furnishing to Consultant various data, reports, studies, computer printouts and other information and representations as to the facts involved in the Project which Developer and Village understand Consultant will be using and relying upon in preparing the reports, studies, computer printouts and other Instruments of Service called for by the Scope of Work Statement. Consultant shall not be obligated to establish or verify the accuracy of the information furnished by or on behalf of the Furnishing Parties, nor shall Consultant be responsible for the impact or effect on its Instruments of Service of the information furnished by or on behalf of the Furnishing Parties, in the event that such information is in error and therefore introduces error into Consultant's Instruments of Service.

Section 5.4 Indemnity by Village and Developer. Developer agrees to defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees, arising out of or connected with the performance of Consultant's Consulting Services under this Agreement, except as may arise from Consultant's willful misconduct or gross negligence. In that regard, Developer will indemnify and hold Consultant harmless from any Claims arising from, growing out of, or in any way resulting from, errors contained in data or information furnished by Developer or its designees to Consultant for use in carrying out the Consulting Services called for by this Agreement. Village will indemnify and hold Consultant harmless from any Claims arising from, growing out of, or in any way resulting from, errors contained in data or information furnished by Village or its designees to Consultant for use in carrying out the Consulting Services called for by this Agreement. If for any reason the indemnification under this Section 5.4 is unavailable to Consultant or insufficient to hold it harmless, then Village and Developer shall contribute to the amount paid or payable by Consultant as a result of such loss, liability, damage, claim, demand, action or proceeding in such proportion as is appropriate to reflect not only the relative benefits received by Village and Developer on the one hand and Consultant on the other hand but also the relative fault of Village and Developer and Consultant as well as any relevant equitable considerations; provided that Consultant's contribution obligations hereunder shall in no event exceed the amounts of Consultant's available insurance coverage.

Section 5.5 In the event that court appearances, testimony or depositions are required of Consultant in connection with the Consulting Services rendered hereunder (except for those arising from the negligent performance of Consultant), Developer shall compensate Consultant at a rate of \$250 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

Section 5.6 Village and Developer shall provide prompt written notice to Consultant if Village or Developer becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in Consultant's Instruments of Service.

ARTICLE VI

TERMINATION OF AGREEMENT

Section 6.1 Village may terminate this Agreement upon thirty (30) days written notice to Developer and Consultant. Developer may terminate this Agreement upon thirty (30) days written notice to Village and Consultant. Consultant may terminate its obligations to perform Consulting

Services under this Agreement upon thirty (30) days written notice to Developer and Village. Unless terminated as provided herein, this Agreement shall continue in force until the Consulting Services set forth in the attached Scope of Work have been fully and completely performed and all proper invoices have been rendered and paid.

Section 6.2 Should Developer, Village, or both Developer and Village default in the performance of this Agreement or materially breach any of its provisions, Consultant may terminate this Agreement immediately, unless such material breach has been cured by the breaching party(ies) within ten (10) days following written notice of the material breach from Consultant; provided, however, that if Village breaches this Agreement, Developer shall have the right, but not the obligation, to cure such breach on Village's behalf, to the extent permitted by law, and if Developer breaches this Agreement, Village shall have the right, but not the obligation, to cure such breach on Developer's behalf, to the extent permitted by law. Should Consultant default in the performance of this Agreement or materially breach any of its provisions, Developer or Village may terminate this Agreement immediately, unless such material breach has been cured within ten (10) days following written notice of the material breach from Developer or Village.

Section 6.3 In the event of any termination that is not the fault of Consultant, Developer shall pay Consultant, in addition to payment for Consulting Services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination, plus an amount for Consultant's anticipated profit on the value of the services not performed by Consultant.

Section 6.4 Suspension and Termination for Non-Payment. (i) In addition to any other provisions in this Agreement regarding breach of the Agreement, if Developer fails to make payments when due, Consultant may suspend performance of services upon ten (10) calendar days' notice to Developer and Village. Consultant shall have no liability whatsoever to Village or Developer for any costs or damages as a result of such suspension caused by any breach of this Agreement by Developer. Village shall have no liability whatsoever to Developer or Consultant for any costs or damages as a result of such suspension caused by any breach of this Agreement by Developer or Consultant. Upon payment in full by Developer, Consultant shall resume Consulting Services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance. (ii) If Developer fails to make payment to Consultant in accordance with the payment terms herein, and/or Developer has failed to cure its breach or default following a suspension of services as set forth above, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Consultant upon seven (7) days written notice to Developer and Village. (iii) Payment of invoices shall not be subject to any discounts or set-offs by Developer, unless agreed to in writing by Consultant. Payment to Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Section 6.5 The covenants contained in Sections 2.2, 3.1, 3.2, 5.3, 5.4, 5.5, 5.6, 6.3, and Article VII shall survive the termination of this Agreement.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Any notices to be given hereunder by any party to the others may be effected either by personal delivery in writing or by mail. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with the first sentence of this Section 7.1. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) business days after mailing.

If to Village:	Village of Gilberts 87 Galligan Road Gilberts, IL 60136 Attention: Rick Zirk, Village President Fax: (847) ____ - ____ Email: rzirk@villageofgilberts.com	With a copy to:	Ancel Glink 140 South Dearborn Street, 6 th Floor Chicago, IL 60603 Attention: Julie Tappendorf Fax: (312) 782-0943 Email: jtappendorf@ancelglink.com
If to Developer:	Gilberts Development LLC 340 W. Butterfield Road, Unit 2D Elmhurst, IL 60126 Attention: Troy Mertz Fax: (____) ____ - ____ Email: troymerz@gmail.com	With a copy to:	
If to Consultant :	David Taussig and Associates, Inc. 5000 Birch Street, Suite 6000 Newport Beach, CA 92660 Attention: Mitch Mosesman Fax: (949) 955-1590 Email: mitch@taussig.com	With a copy to:	

Section 7.2 This Agreement and exhibits hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Consulting Services by Consultant for Village and contains all of the covenants and agreements between the parties with respect to the rendering of such Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any exhibit hereto) will be effective if it is in writing and signed by the party against whom it is sought to be enforced. Any ambiguities herein shall not be construed against the drafter hereof.

Section 7.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 7.4 The prevailing party in any legal action brought by one party against the other(s) and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable

attorneys' fees. The non-prevailing party(ies) shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 7.5 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

Section 7.6 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one (1) and the same instrument. This Agreement may be executed by electronic facsimile or similar means.

Section 7.7 No provision hereof may be waived except by a written agreement signed by the waiving party. The waiver of any term or of any condition of this Agreement shall not be deemed to constitute the waiver of any other term or condition.

Section 7.8 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Village, Developer, or Consultant. Consultant's services under this Agreement are being performed solely for Village's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 7.9 Exhibits "A" and "B" attached hereto are incorporated herein by this reference.

Section 7.10 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Consultant nor Village nor Developer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Consulting Services or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

Section 7.11 It is intended by the parties to this Agreement that Consultant's Consulting Services in connection with this Agreement shall not subject Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, Village and Developer agree that as Village's and Developer's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

Section 7.12 Limitation of Liability – for available insurance. In recognition of the relative risks and benefits of the Project to Village, Developer, and Consultant, the risks have been allocated such that Village and Developer agree, to the fullest extent permitted by law, to limit the liability of Consultant to Village and Developer for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Consultant to Village and Developer shall not exceed the sum of insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for Consultant's willful misconduct or unless otherwise prohibited by law.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written.

"DEVELOPER"

GILBERTS DEVELOPMENT LLC

By: _____

Name: _____

Its: _____

"VILLAGE"

VILLAGE OF GILBERTS

By: _____

Name: _____

Its: _____

"CONSULTANT"

DAVID TAUSSIG & ASSOCIATES, INC.

By: _____

David Taussig, President

<http://localhost/resources/Proposals/ILLINOIS/SSA/Gilberts/SSA 24/Gilberts SSA 24 Agreement 4.29.14.doc>

EXHIBIT A

SPECIAL SERVICE AREA CONSULTING SERVICES SCOPE OF WORK STATEMENT

This Scope of Work Statement describes consulting services to be provided by Consultant to assist in the formation of Special Service Area Number Twenty-Four ("SSA 24") and the issuance of the SSA 24 Special Tax Bonds, Series 2014.

1. Background Research

Village, Developer and/or their consultant(s) shall provide to Consultant and Consultant will review, as necessary, Project concept plan(s) and/or preliminary plat(s) of subdivision; development assumptions (i.e., proposed land uses; gross and net acreage; residential product type and mix); data regarding the reimbursement of public improvement costs by Village of Gilberts SSA No. 19. Consultant shall rely on such data provided by Village, Developer and/or their consultants and shall not be responsible for verifying its accuracy.

2. Special Tax Roll and Report

Consultant will prepare the special service area report for SSA 24 (the "SSA 24 Report"). The SSA 24 Report shall contain a Project description; public facilities description and costs; description of potential recapture; written explanations of the methodologies employed to allocate costs and calculate the special tax (i.e., the procedure for determining the annual special tax, definitions for special tax property classifications, and maximum special tax levels); and the prepayment formula.

3. SSA Pro Forma

Consultant will prepare an SSA 24 cash flow analysis showing bonded indebtedness, annual bond debt service, estimated annual administrative expenses, and maximum and projected special taxes.

4. Prepayment Formula

Consultant will develop a prepayment formula permitting the full and/or partial prepayment of the special tax levy. Sample prepayment calculations will be prepared.

5. Bond Documents

Consultant will assist the finance team, as necessary, in the preparation, review, and comment on the official statement, trust indenture, and form of continuing disclosure.

6. Coordination with Other Professionals

Consultant will coordinate with the underwriter, legal counsel, and other professionals, as reasonably requested by Developer or Village, on matters relating to the formation of SSA 24 and issuance of bonds.

7. Meetings

Consultant will attend teleconferences as requested.

8. Certification

After receiving certificates executed by Developer and/or its consultants confirming Project data provided by Furnishing Parties, Consultant shall prepare and execute a Special Tax Consultant Certificate confirming adequacy of special taxes to meet debt service requirements for the SSA 24 Special Tax Bonds, Series 2014. Certifications for all other bond issues will be covered under separate agreements.

9. General and Technical Assistance

Consultant will answer questions and provide technical advice during the period in which Tasks 1 – 8 are being completed.

EXHIBIT B

SPECIAL SERVICE AREA CONSULTING SERVICES PROFESSIONAL FEE SCHEDULE

I. PROFESSIONAL FEES

Consultant's total compensation for professional fees for the completion of its Consulting Services set forth in the Scope of Work Statement shall be \$30,000 plus expenses. Consultant shall be reimbursed for expenses in accordance with Section 3.2 of the Agreement.

II. GENERAL TERMS AND CONDITIONS

Consultant's professional fees and expenses shall be payable by Developer and/or, to the extent available, from funds held in trust pursuant to the SSA 24 Amended and Restated Trust Indenture between the Village of Gilberts and Wells Fargo Bank, N.A. on the date of issuance of the SSA 24 Special Tax Bonds, Series 2014. Consultant shall use commercially reasonable efforts to forward an invoice to Developer seven (7) days before the date of bond issuance. Such invoice shall contain the final payment amount to be made to Consultant.

If the issuance of the SSA 24 Special Tax Bonds, Series 2014 does not occur prior to June 1, 2014 or if the Village determines that the issuance of such bonds will not occur, Consultant shall be remunerated for Consulting Services based on the hourly rates set forth in Table 1 below, plus expenses. In such event Consultant shall present to Developer as promptly as practicable an invoice covering Consulting Services and reimbursable expenses to date. Thereafter, on or about the first two weeks of each month during which Consulting Services are rendered hereunder, Consultant shall present to Developer an invoice covering the current Consulting Services performed and the reimbursable expenses incurred pursuant to this Agreement and exhibits thereto for the preceding month. Such invoices (each, a "**Monthly Invoice**") shall be paid by Developer within thirty (30) days of the date of each invoice. A 1.2% per month (or the maximum amount permitted by law if less than 1.2%) charge may be imposed against accounts which are not paid within thirty (30) days of the date of each invoice. At the time of the issuance of the SSA 24 special tax bonds, Consultant shall be paid its total compensation fee less the amounts paid pursuant to the Monthly Invoices.

Table 1
Consultant's Hourly Rates

Managing Director	\$250/hour
Senior Vice President	\$230/hour
Vice President	\$215/hour
Senior Manager	\$200/hour
Manager	\$190/hour
Senior Associate	\$175/hour
Associate	\$160/hour
Senior Analyst	\$140/hour
Analyst	\$120/hour
Research Assistant	\$100/hour

The hourly rates shown in Table 1 apply for a twelve (12) month period from execution of the Agreement and are subject to a cost-of-living and/or other appropriate increase every twelve (12) months thereafter. Consultant generally reviews its hourly rates annually and, if appropriate, adjusts them to reflect increases in seniority, experience, cost-of-living, and other relevant factors. Consultant shall notify Developer and Village in advance of any such increase.

III. LIMITATIONS

The following limitations apply to the Professional Fee Schedule and/or the Scope of Work Statement:

- Consulting services pertaining to the billing and collection of the special tax shall be covered under a separate agreement; and
- Any additional tasks not defined in the Scope of Work Statement shall be charged at the hourly rates listed above.

<http://localhost/resources/Proposals/ILLINOIS/SSA/Gilberts/SSA 24/Gilberts SSA 24 Agreement 4.29.14.doc>

**RESOLUTION
VILLAGE OF GILBERTS
APPROVE EXECUTIVE SESSION MEETING MINUTES**

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

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

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

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

Section 1:

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

RELEASED TO PUBLIC
January 7, 2014

Section 2:

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

REMAIN CONFIDENTIAL
December 11, 2001
December 17, 2001
January 22, 2002
February 17, 2004
December 21, 2004
November 14, 2006
December 12, 2006
June 23, 2009 (Part 2)
July 14, 2009 (Part 2)
July 28, 2009
September 1, 2009
May 18, 2010
September 03, 2013
September 10, 2013

Section 3:

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

INITIAL APPROVAL – REMAIN CONFIDENTIAL
February 2, 2014
February 11, 2014
February 20, 2014

Section 4:

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

Passed this _____ day of _____, 2014 by a roll call vote as follows:

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

Rick Zirk
Village President

(SEAL)

ATTEST:

Debra Meadows
Village Clerk