


# 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 52-14

**TO:** Village President Rick Zirk  
Board of Trustees

**FROM:** Ray Keller, Village Administrator 

**DATE:** August 1, 2014

**RE:** Village Board Meeting – August 5, 2014

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The following summary discusses the agenda items for the Village Board meeting scheduled for August 5, 2014:

**1. CALL TO ORDER**

**2. ROLL CALL / ESTABLISH QUORUM**

**3. EMPLOYEE INTRODUCTION**

**A. Part-Time Police Officer Gregory Daniel**

Chief Lou Rossi will introduce new part-time Officer Gregory Daniel.

**4. PUBLIC COMMENT**

**5. CONSENT AGENDA**

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

**A. Motion to approve Minutes from the July 15, 2014 Village Board Meeting**

Please review the enclosed minutes from the July 15 Village Board meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions. Staff recommend approval.

**B. Motion to approve Bills & Salaries dated August 5, 2014**

Please review the enclosed spreadsheet for bills and salaries recommended for approval. Please contact me or Finance Director Blocker with any detailed questions that can be answered prior to the meeting.

## 6. ITEMS FOR APPROVAL

### A. Motion to approve Ordinance 15-2014, an Ordinance amending certain sections of the Village Code Title 4 “Health, Sanitation and Environment”

Staff recommend approval of this ordinance remove the Village’s obligation to send uncut grass/weed abatement notices by certified mail. Presently, the Section 4-5-3 of the Code requires the Village send notices by certified mail to property owners seven days before abating uncut grass or weeds. The amended ordinance would allow the Village to spare the expense of mailing certified letters (\$6.48 for a typical certified letter vs. \$0.48 for regular U.S. mail) when notifying property owners. The abatement procedure and seven-day notification period would otherwise remain unchanged. Please contact me or Village Clerk Debra Meadows with any questions or comments.

### B. Motion to approve Resolution 34-2014, a Resolution ratifying an agreement between the Village of Gilberts and Central Salt for the purchase of Road Salt

Staff recommend approval of an agreement with Central Salt LLC to purchase 1,000 tons of road salt for \$97,600.00 (\$97.60/ton). On July 17, Illinois Central Management Services (CMS) stated that Gilberts was one of 195 jurisdictions that did not receive a proposal for road salt through the annual state RFP process. CMS advised individual jurisdictions to solicit salt proposals directly from the vendors, as rebidding through CMS would not guarantee that the process would yield a quote while advising that the process would take about two months to resolve.

Using contact information provided by CMS, Staff directly solicited seven vendors who were known to be active in Illinois. Central Salt was the only respondent; one vendor declined to bid while five others did not return emails or phone calls. Staff found that the other communities that did not receive bids were also scrambling to secure salt, prompting staff to sign the contract with Central Salt on July 25 to guarantee the Village’s salt supply for the upcoming winter season.

Staff request the Board’s ratification of the agreement, as the cost exceeds the Village President’s and Village Administrator’s authority limits. Please contact me or Public Works Coordinator John Swedberg with any questions.

### C. Motion to approve Resolution 35-2014, a Resolution authorizing an agreement between the Village of Gilberts and Dixon Engineering & Inspection Services to provide engineering and coating inspection of the Raymond Street Water Tower

Staff recommend approval of an agreement with Dixon Engineering to conduct the RFP process and supervise the repainting of the Raymond St. water tower for the amount of \$21,422.00. Dixon Engineering would prepare the technical specifications, conduct the RFP process, coordinate construction meetings and inspect painting, welding and cathodic protection to be performed by the successful bidder. The contract with the successful bidder will be brought back to the Village Board for approval. The repainting and related inspections of the Raymond St. water tower were included in the FY 2015 water/wastewater budget. Please contact me or Utilities Superintendent John Castillo with any questions about the proposed agreement or the repainting process.

## **7. ITEMS FOR DISCUSSION**

### **A. Water Tower Repainting**

The RFP bid documents for the Raymond St. water tower repainting will include the specifications to which bidders will respond. The bid specs will include details for the color of the tower itself and any design or logo to be painted on the side of tower. The RFP process provides the Village an opportunity to modify one of its most visible community identifiers. At the meeting, Staff will request the Board's direction on any preferences to be included in the bid specs.

Presently, the Raymond Street water tower is emblazoned with green block letters spelling "GILBERTS" on an all-white tower. Staff plan on specifying that the base of the tower should be painted a darker solid color, which helps hide algae growth that may appear on the underside of the spheroid bowl. The base color should match or coordinate with any lettering on the side of the tower. The painter could repaint the existing "GILBERTS" letters in their current form or the lettering could be changed with a different font, phrasing and/or color, as shown on the provided sketches. Staff anticipate that a different color/design scheme could add \$10,000-\$20,000 to the base repainting cost (est. \$140,000-\$150,000 cost), depending on the complexity of the design.

If the Board is not interested in an alternative design or color, Staff will direct Dixon to prepare the bid specs to repaint the existing lettering. If the Board is interested in considering an alternate design, Staff will request the Board's parameters for preparing designs and color schemes. The RFP could be written to include two repainting options to which bidders would have to respond: 1) repainting the tower in its current form and 2) painting the tower in a different color and/or font in a format to be determined. This approach would allow the Board to option of maintaining the existing logo if the bids for the alternate design scheme are significantly higher than the base cost.

## **8. STAFF REPORTS**

Staff will provide any updates at the meeting.

## **9. BOARD OF TRUSTEES REPORTS**

## **10. PRESIDENT'S REPORT**

## **11. EXECUTIVE SESSION**

Please contact me about any current executive session topics.

## **12. ADJOURNMENT**

**Village Board of Trustees  
Meeting Agenda  
Village of Gilberts  
87 GALLIGAN ROAD,  
GILBERTS, ILLINOIS 60136  
August 5, 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. EMPLOYEE INTRODUCTION**
  - A. Part-Time Police Officer-Gregory Daniel
- 4. PUBLIC COMMENT**
- 5. CONSENT AGENDA**
  - A. A Motion to approve Minutes from the July 15, 2014, Village Board Meeting
  - B. A Motion to approve Bills and Salaries dated August 5, 2014
- 6. ITEMS FOR APPROVAL**
  - A. A Motion to approve Ordinance 15-2014, an Ordinance amending certain sections of the Village Code Title 4 "Health, Sanitation and Environment"
  - B. A Motion to approve Resolution 34-2014, a Resolution ratifying an agreement between the Village of Gilberts and Central Salt for the purchase of Road Salt
  - C. A Motion to approve Resolution 35-2014, a Resolution authorizing an agreement between the Village of Gilberts and Dixon Engineering & Inspection Services to provide engineering and coating inspection of the Raymond Street Water Tower
- 7. ITEMS FOR DISCUSSION**
  - A. Water Tower Repainting
- 8. STAFF REPORTS**
- 9. BOARD OF TRUSTEES REPORTS**
- 10. PRESIDENT'S REPORT**
- 11. 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.
- 12. 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, Illinois 60136  
Village Board  
Meeting Minutes  
July 15, 2014

NOT APPROVED MINUTES

**Call to Order/Pledge of Allegiance**

Trustee Zambetti 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, Zambetti, Farrell and Hacker. Absent: Trustees Mierisch, LeClercq and President Zirk. Others present: Administrator Keller, Finance Director Blocker, Assistant Administrator Beith and Village Clerk Meadows. For members of the audience please see the attached sign-in-sheet.

**President Pro Tem**

With the acknowledgement of President Zirk's absence, a Motion was made by Trustee Corbett and seconded by Trustee Farrell to nominate Trustee Zambetti to serve as President Pro Tem. Roll call: Vote: 4-eyes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

**Presentation**

**True Patriots Care Foundation-"Remember 45" event**

Mr. Jerry Christopherson coordinator of the "Remember 45" event addressed the Board. He presented all the Board Members with red polo shirts which contain a message on the back of the shirt, which read "Home of the Free because of the Brave". He noted that the red polo shirts were intended to be worn every Friday to remember all those who have served our country.

Mr. Christopherson provided the Board Members with an overview of the "Spirit of 45 Tribute" event. He reported that the event is scheduled for Sunday, August 10 beginning at noon in Town Square Park. The Opening Ceremony will include a brief welcome on behalf of the True Patriot Care Foundation proceeded by the Posting of the Colors, the National Anthem and the Pledge of Allegiance.

Mr. Christopherson reported that Life Source will be conducting a blood drive from 11:00 a.m. to 5:00 p.m. He encouraged those in attendance wishing to donate blood to make an appointment. The Foundation's goal is to have sixty pints of blood donated through the course of the day.

Mr. Christopherson reported that this year there will be no parade due to the fact he was unable to secure a marching band. However, the event will offer many other activities and entertainment. The Legacy Girls along with the Ladies Must Swing Orchestra will be performing.

Mr. Christopherson commented on the fact that since 9/11 there have been 324 Illinois Soldiers killed in combat. The Foundation will be honoring the fallen soldiers by placing 324 American Flags on the park grounds. Each flag will have the name of the fallen soldier along with the date of their passing.

Mr. Christopherson reported that the Foundation will once again be providing all WW11 and Korean Veterans along with their guest a barbeque lunch at no charge.

Trustee Hacker inquired if Mr. Christopherson planned on showing the moving Honor Flight. Mr. Christopherson replied he could if there were enough event participants remaining in the park at dusk.

Trustee Farrell inquired on when Mr. Christopherson planned on placing the flags up. Mr. Christopherson replied that the Foundation plans on placing the flags up the Saturday prior to the event. Trustee Farrell suggested leaving the flags up longer. Mr. Christopherson replied he could leave the flags up longer if there would be security at the park site.

Mr. Christopherson reported that the Huntley Culver's will be hosting a fundraiser on their behalf on July 28<sup>th</sup> from 4:00-8:00 p.m. Culver's will donate 10% of all their proceeds to the Foundation during that time.

In a couple of weeks Mr. Christopherson will provide the Board Members with additional information regarding the event. Mr. Christopherson thanked the Board Members for their time.

#### **Public Comment**

Trustee Zambetti inquired if anyone in the audience had any questions or comments they wished to share with the Board Members.

Resident Jeremy Kitlinski who resides at 27 Glenbrook Circle approached the podium. He expressed his concern with a recent discovery that his property has a 20' landscape easement located in his backyard. He reported that he had contacted the Home Owners Association and they had informed him that the easement is owned by the Village and maintained by the HOA. Mr. Kitlinski noted that they have a small child and a dog and would like to fence the backyard.

Administrator Keller commented on the fact that he was aware of Mr. Kitlinski's situation and had spoken with the Village Attorney to ensure he was interpreting the CCR language correctly. Administrator Keller informed Mr. Kitlinski that the CCR's prohibit the installation of permanent structures within the 20' easement including fencing. Administrator Keller informed Mr. Kitlinski that he would need to have the HOA agree to amend the CCR's and then ask the Board to consider amending the annexation agreement. He noted that this process is very burdensome and time consuming.

Trustee Zambetti noted that his property also has restrictions. However, he chose the location of his property due to the restrictions placed on the property. Trustee Zambetti reported that he would be upset if the property restrictions were amended after he purchased his home. Trustee Hacker noted that his subdivision also has property restrictions. However, the majority of the residents are comfortable with the property restrictions.

Administrator Keller reported that he will email Mr. Kitlinski and the President of the Home Owners Association the required steps to amend the CCR's. Mr. Kitlinski can then decide if he wants to continue with the process.

Resident Rhoda Etemadi who resides at 199 Gregory M Sears approached the podium. She reported that she had given Clerk Meadows documents evidencing the deterioration of her sidewalk. Ms. Etemadi reported that she began reporting this concern in 2002. However, Village Staff informed her that at this time the sidewalk cracks were not sufficient to warrant replacement. Ms. Etemadi commented on the fact that she was aware of the 50/50 Sidewalk Replacement Program. However, in her opinion the Village should pay for the total cost to replace the sidewalk due to the fact the deterioration of the sidewalk happened prior to the 50/50 program being implemented. In addition, she now has to repair her driveway due to the deterioration of the sidewalk.

The Board Members commented on the fact that three of the Board Members were not present and they were uncomfortable making a policy decision without the full Board's opinion. They directed Ms. Etemadi to proceed with the normal 50/50 Sidewalk Replacement Program process and complete the application and obtain two quotes then submit the documents to Chief Building Inspector Swedberg. After she has completed the process the Board Members may consider replacing the two squares of sidewalk.



### Consent Agenda

- A. A Motion to approve Minutes from the July 1, 2014, Village Board Meeting
- B. A Motion to approve Minutes from the July 8, 2014, Committee of the Whole Meeting
- C. A Motion to approve the June 2014 Treasurer's Report
- D. A Motion to approve Bills and Salaries Dated July 15, 2014 as follows: General Fund \$144,782.60, TIF \$550.00, Performance Bonds and Escrows \$522.00, Water Fund \$10,008.80, and Payroll \$75,445.45
- E. A Motion to approve Ordinance 14-2014, an Ordinance abating Special Service Area Taxes for Special Service Area Number Fifteen

President Pro Tem Zambetti asked if there were any items the Board Members would like removed from the Consent Agenda. There were no comments offered by the Board Members. **A Motion was made by Trustee Corbett and seconded by Trustee Hacker to approve the consent agenda items A-E as presented.** Roll call: Vote: 4-eyes: Trustees Farrell, Hacker, Corbett and Zambetti. 0-nays, 0-abstained. Motion carried.

### Items for Approval

#### **A Motion to approve Resolution 33-2014, a Resolution authorizing and approving a Settlement Agreement and Release with Northern Illinois Gas Company**

Administrator Keller reported that this agreement is with respect to an issue Attorney Tappendorf had discussed at a previous executive session meeting. The Village had retained Azavar Audit Solutions to audit Nicor's payments of utility taxes owed to the Village. In response to the notices of tax liability issued by the Village and 21 other municipalities based on Azavar's findings, Nicor challenged all the notices and threatened litigation and submitted burdensome FOIA requests to all the municipalities. Azavar's Attorney from Cozen O'Connor, representing both Azavar and the Village, brokered a proposed settlement agreement if approved the agreement will resolve the dispute. **A Motion was made by Trustee Hacker and seconded by Trustee Farrell to approve Resolution 33-2014, a Resolution authorizing and approving a Settlement Agreement and Release with Northern Illinois Gas Company.** Roll call: Vote: 4-eyes: Trustees Hacker, Corbett, Zambetti and Farrell. 0-nays, 0-abstained. Motion carried.

### Items for Discussion

#### **Mason Road update**

Administrator Keller discussed a recent email he had sent to the Board with respect to a request by the attorney for the Huang property and the City of Elgin to allow the use of the Village of Gilberts right of way for improvements at their planned intersection of Mason and Alft Roads.

He reported that they are looking to have the Village grant them permission to use about 200 feet of the Village's Mason Road right of way to install tapers to transition between their portions of the 32-foot wide Mason Road to the village's existing 23 foot wide road. These improvements would enhance the curb appeal of the Industrial Park.

Administrator Keller reported that they are looking to begin the road reconstruction work in August. He suggested in the long term the Village may want to consider developing an IGA with Kane County and the City of Elgin. In the interim the Board may want to consider granting them permission to access the Village's Mason Road right of way. Administrator Keller will continue to work with the City of Elgin and the attorney for the Huang property to see if they would be willing to provide an overlay on the Village's section of Mason Road. Trustee Hacker strongly suggested Administrator Keller continue to push them to assist the Village with the reconstruction on the Village's portion of Mason Road.

#### **Staff Reports**

Administrator Keller reported that Interstate Partners has submitted their plans for their third building. Trustee Zambetti questioned when Interstate Partners plans on constructing the Sola water main improvements. He noted that per their agreement the improvements are to be completed by December 31, 2014 in addition, the trail system and Tyrrell Family Farm access road dedication are to be completed by December 31, 2016.

Trustee Hacker commented on the condition of the Prairie Park grounds. He noted that they are not maintaining the construction site as promised. There is unsightly long grass and weeds and construction debris is lying haphazardly throughout the entire site. Administrator Keller reported staff had recently discussed placing Interstate Partners on noticed with respect to NPDES violations. Chief Building Inspector Swedberg will be sending them a letter informing them of the various violations. Trustee Hacker noted that the site is an eye score. Trustee Hacker recommended staff review the Village Code to see if additional restrictions can be added to ensure construction sites are maintained in an aesthetically pleasing appearance.

#### **Board of Trustees Reports**

Trustee Hacker commented on the Capital Improvements Plans that were discussed at the last meeting. He inquired if staff had moved forward with the process to construct the drainage improvements for Windmill Meadows and road and drainage improvements for Old Town. Administrator Keller replied yes. Baxter & Woodman along with Phoenix and Associates are in the process of drafting the Scope of Work. The Windmill Meadows project is anticipated to begin this fall and the Old Town improvements slated to begin next spring.

Village Board  
Meeting Minutes  
July 15, 2014  
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Trustee Hacker was pleased to hear the improvement to those subdivisions was moving forward. He thought the projects were a good use of public funds.

**President's Report**

President Pro Tem Zambetti provided no report.

Administrator Keller reported that the Plan Commission will be conducting a Public Hearing on Wednesday, July 23<sup>rd</sup> to hear from petitioner Tom Trier for a special use to allow a permanent outdoor seating area for a restaurant/tavern in the C-1 General Commercial Zoning District.

**Adjournment**

There being no further business to discuss, **a Motion was made by Trustee Hacker and seconded by Trustee Farrell to adjourn from the public meeting at 8:05 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

Village Board Meeting

Sign-in-Sheet

July 15, 2014

Name

Address

Telephone #

Rhoda Etemadi		
Rhoda Etemadi	199 Gregory M. Sears	Gilberts, IL 60131
HAROLD MIERISCH	124 RESTON LANE	GILBERTS 8774414617
Jeremy CHRISTOPHERSON	1314 DANCIUS BARR LN	ELGIN IL
Jeremy Kitlinski	27 Glenbrook Circle	Gilberts, IL
Tom Warden	485 Kildare	<del>XXXXXXXXXXXX</del>

**FINAL BILLS AND SALARIES  
AUGUST 5, 2014**

VENDOR ID	VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRU	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
	<b>BILLS ADDED AFTER PACKETS</b>							
		<b>459,822.84</b>	<b>349,335.28</b>	<b>-</b>	<b>1,582.50</b>	<b>1,909.25</b>	<b>38,709.64</b>	<b>68,286.17</b>
AMALBANK	AMALGAMATED BANK OF CHICAGO	515.00	515.00					
ATTGLOV	AT&T GLOBAL SERVICE	260.00	260.00					
AZAVAR01	AZAVAR AUDIT SOLUTIONS	31.85	31.85					
CAN01	CANON FINANCIAL SERVICES, INC.	169.00	169.00					
COM003	COMMONWEALTH EDISON	44.60	44.60					
CONSTELL	CONSTELLATION NEWENERGY, INC.	7,653.38					7,653.38	
CURTECH	CURRENT TECHNOLOGIES, INC.	180.00	180.00					
DEERE	JOHN DEERE LANDSCAPES	88.31	88.31					
ELG002	ELGIN KEY & LOCK	38.85					38.85	
GIL001	U.S. POSTAL SERVICE	220.00	220.00					
MANAL Y01	MCHENRY ANALYTICAL WATER	686.00					686.00	
MEN002	MENARDS - CARPENTERSVILLE	464.71	36.48				428.23	
MMMD001	MMD	192.50	192.50					
NAPA01	DUNDEE NAPA AUTO PARTS	321.12	321.12					
NWWS01	FERGUSON WATERWORKS	854.77					854.77	
PAC001	PACES AUTO SERVICE	420.25	420.25					
PETT01	P. F. LPETIBONE & CO	58.25	58.25					
ROSSIEDU	CHIEF LOU ROSSI	500.00	500.00					
SPRING01	SPRING HILL FORD	14.10	14.10					
T0000202	DANIEL KRAUCH	275.00	275.00					
T0000258	ROBERT CASTELLINI	110.83	110.83					
T0001715	CATHERINE VALENTE	5.00					5.00	
T0001716	ANDY & RENATA ML YNARSKI	275.00	275.00					
T0001717	MICHAEL PIECKO	529.35	529.35					
T0US001	STEPHEN D. TOUSEY LAW OFFICE	250.00	250.00					
TYL002	TPI, INC.	47.40	47.40					
UNION02	UNION NATIONAL BANK-PETTY CASH	189.05	189.05					
USABLU	USA BLUEBOOK	1,713.19					1,713.19	
VERIZ01	VERIZON WIRELESS	423.52	297.47				126.05	
	<b>Payroll 7/13-7/26</b>	68,286.17						68,286.17
	AJ Gallagher Health Insurance	23,622.02	18,939.57				4,682.45	
ACE002	ACE COFFEE BAR INC.	50.00	50.00					

**FINAL BILLS AND SALARIES  
AUGUST 5, 2014**

VENDOR ID	VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRU	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
ALEXCHEM	ALEXANDER CHEMICAL CORPORATION	1,411.86					1,411.86	
AT&TUVO1	AT&T U-VERSE	83.00	83.00					
B&F001	B&F CONSTRUCTION CODE SVC. INC	1,962.50	180.00		1,582.50	200.00		
B&W001	BAXTER & WOODMAN, INC.	16,413.66	11,760.66			1,361.25	3,291.75	
B&W002	B&W CONTROL SYSTEMS INTEGRATIO	6,794.11					6,794.11	
BPC001	BENEFIT PLANNING CONSULTANTS,	100.00	100.00					
CAN01	CANON FINANCIAL SERVICES, INC.	769.50	659.50				110.00	
COM003	COMMONWEALTH EDISON	525.87	525.87					
CURTECH	CURRENT TECHNOLOGIES, INC.	150.00	150.00					
DEERE	JOHN DEERE LANDSCAPES	124.99	124.99					
EXXON01	WRIGHT EXPRESS FSC	5,493.32	5,215.16				278.16	
FOX003	FOX VALLEY FIRE AND SAFETY	666.00	666.00					
GPPF01	GILBERTS POLICE PENSION FUND	1,068.17	1,068.17					
HEL001	RALPH HELM, INC	712.34	712.34					
LEAS1	ILLINOIS LAW ENFORCEMENT ALARM	60.00	60.00					
JUST001	JUST TIRES	112.50	112.50					
KANECO	KANE COUNTY EMERGENCY	60,245.09	60,245.09					
LAUTER	LAUTERBACH & AMEN, LLP	14,230.00	14,230.00					
MANALY01	MCHENRY ANALYTICAL WATER	1,204.00					1,204.00	
MEN002	MENARDS - CARPENTERSVILLE	70.04					70.04	
MMD001	MMD	77.98					77.98	
MORTSALT	MORTON SALT, INC	2,593.44					2,593.44	
NAPA01	DUNDEE NAPA AUTO PARTS	137.24	137.24					
NEX001	NEXUS OFFICE SYSTEMS, INC.	115.02	115.02					
NIPSTA	NIPSTA	490.00	70.00				420.00	
NWWS01	FERGUSON WATERWORKS #2516	2,259.12					2,259.12	
OVERHEAD	OVERHEAD DOOR CO OF	460.00	460.00					
PAC001	PACES AUTO SERVICE	100.00	100.00					
PETT01	P.F. PETTIBONE & CO.	12.80	12.80					
PHOENIX	PHOENIX & ASSOCIATES, INC.	217,400.00	217,400.00					
PIT002	PITNEY BOWES	147.00	147.00					
PRANAL01	PRAIRIE ANALYTICAL SYSTEMS	185.00					185.00	
RAO001	RAY O'HERRONS	55.00	55.00					
SCUFF01	RICHARD SPINKER	630.00	630.00					
SMITH001	SMITH AMUNDSEN LLC	220.00	220.00					
SPRING01	SPRING HILL FORD	169.89	169.89					
STAPLES	STAPLES ADVANTAGE	35.64	19.20				16.44	
SUBLAB01	SUBURBAN LABORATORIES	1,710.00					1,710.00	
T0000310	ALAN HURLEY	58.00					58.00	
T0000614	PETER CULLOTTA	58.00					58.00	
T0001712	NEWMAN ROOFING	58.00					58.00	



Check Warrant Report	
Payroll Checks From 7/13 - 7/26/14	
Employee Name	Net Pay
Anderson, Matthew	832.31
Beith, William	1,445.44
Block, Todd J	1,890.22
Blocker, Marlene	1,512.58
Borgardt, Robert	21.84
Castillo, John	1,829.39
Danca, Karen	431.69
Davidowski, Susan	21.84
Gregory, Daniel	1,365.21
Haufe, Neal	484.58
Hill, Jeff R	1,588.41
Izydorski, Michael	1,556.08
Joswick, Michael	2,092.35
Keller, Raymond B.	2,328.43
Klaras, Jason	1,154.50
Koukol, Henry	928.27
Levand, James A	1,477.40
Lorkowski, Michael	318.51
Maculitis, Jerome	398.40
Mchone, Kevin	21.84
Mcador, Eric E.	1,667.28
Meadows, Debra	1,550.76
Mills, Randall	23.09
Mueller, Steve	6.98
Pulgar, Hector L	2,143.01
Ringa, Sean	435.59
Rodriguez, Vanessa	550.52
Rood, Jackie E. Jr	2,053.03
Rossi, Louis	1,778.45
Rowlett, Heather	447.00
Russell, Claudine	922.58
Schuring, Larry	958.26
Siegbahn, Lisa	933.16
Steiner, George	206.60
Sullivan, Matthew	21.84
Swanson, Michael	598.38
Swedberg, John L	2,167.62
Thomas, Randall	249.82
Varas, Randy	1,731.04
Wittenauer, Robert A.	417.04
<b>PAYROLL LIABILITIES:</b>	
Federal Tax Deposits	16,059.56
GPP Gilberts Police Pension	1,929.98
ICMA-RC	600.00
IMRF	4,488.43
Illinois Department of Revenue	2,782.42
IMS IMRF-SLEP	684.62
KCC State Disbursement Unit	184.62
SD1 State Disbursement Unit	341.60
SDU State Disbursement Unit	323.00
VAC IMRF Voluntary contribution	330.60
<b>Total All Checks</b>	<b>68,286.17</b>



**An Ordinance amending certain sections of the Village Code  
Title 4 "Health, Sanitation and Environment"**

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

**WHEREAS**, the President and Board of Trustee have determined that it is in the best interest of the Village of Gilberts' residents; and

**THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS**, as follows:

**Section 1.** **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Ordinance as though set forth in this Section 1.

**Section 2.** **Amendment** Title 4 "Health, Sanitation and Environment" is hereby amended to read as follows: (additions are identified by underlines and deletions are identified by strikethroughs).

**4-5-3 ABATEMENT PROCEDURE:** If an owner or possessor of real estate in the village fails to cut grasses or weeds to comply with the regulations set forth by this code, the village corporate authorities or designee may, upon seven (7) days written notice to such owner or possessor, sent by United States certified mail, ~~return receipt requested~~, cut the same.

Such grasses or weeds exceeding the height regulations set forth in this code may be cut immediately the village corporate authorities or their designee if the grasses or weeds are on vacant land.

**Section 3.** **Severability.** In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent permitted by law.

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

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

**PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

	<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

(SEAL)

\_\_\_\_\_  
Village President Rick Zirk

ATTEST: \_\_\_\_\_  
Village Clerk, Debra Meadows

Published: \_\_\_\_\_

RESOLUTION

VILLAGE OF GILBERTS

A Resolution ratifying an agreement between the Village of Gilberts and Central Salt for the purchase of Road Salt

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and Central Salt for the purchase of road salt as here by attached hereto and made a part hereof as Exhibits 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"



## Central Salt, LLC

385 Airport Road, Suite 108 Elgin, IL 60123

888-499-7258 - 888-HWY-SALT

888-499-7258 Phone 847-608-8135 Fax

### QUOTE

Billing Information	
<b>Company Name:</b>	Gilberts, City of
<b>Address:</b>	73 Industrial Dr
<b>City, State Zip:</b>	Gilberts, IL 60136
<b>Contact:</b>	John Swedberg
<b>Phone:</b>	847-428-4167
<b>Fax:</b>	
<b>Email:</b>	jswedberg@villagegilberts.com

<b>Date Prepared:</b>	7/21/2014 3:04:22 PM
<b>Duration of Quote:</b>	3/28/2015
<b>Prepared By:</b>	Andy Weimer
<b>Quote No:</b>	14-01883
<b>Rev:</b>	0
<b>Payment Terms:</b>	Net 30

#### Special Shipping Instructions:

Salt received may be imported from South America and meets or exceeds all AASHTO/ASTM Specifications. Salt allocation will be on a first come, first serve basis and must be 100% guaranteed.

These are delivered prices. All freight and fuel surcharges are included.

#### Ship To Locations:

Village of Gilberts EARLY FILL						
73 Industrial Dr						
Gilberts, IL 60136						
Product Name	Unit of Measure	Qty	Product Price	Freight Type	Shipping Depot	Terms
Bulk Deicing Salt	Tons	1,000.00	\$96.70	End Dump	[50] Lemont IL - Noramco	Net 30

**Terms of Quote**

1. This quotation shall remain firm for a period of 7 calendar days unless signed.
2. Central Salt reserves the right to terminate or modify this quote/agreement in the event Customer has not purchased 40% of the committed quantity by December 31, subject to weather conditions. This only applies to deicing products.
3. New Customer Account forms must be completed and existing customer files must be updated before signed quote will be considered accepted by Central Salt.
4. All published freight increases are subject to the account of the buyer. Prices quoted are based on transportation costs provided at the time of quotation. We reserve the right to change our quotation based on documented changes to those transportation costs.
5. Quotation does not constitute a binding obligation, but is subject to credit approval.
6. All purchases are subject to the appropriate sales tax rate, unless exempt.
7. Prices quoted are good for product sourced from the stated shipping depot. Product quantities exceeding quoted amounts or sourced from other shipping depots are subject to price adjustment for market demands and incremental transportation.
8. Bulk product is for end use application and is not intended for blending or repackaging without prior written consent.
9. All orders are subject to Central Salt Terms and Conditions of Business Credit and Sale.
10. Any claims for quantity errors, quality, or damage must be made to Central Salt within 5 days of delivery and supported by satisfactory evidence.
11. Package orders that require multiple delivery locations will be assessed \$150 fee for each additional delivery location.
12. \$250 fee will be added to any in-transit load that is diverted from its original destination.
13. For Package loads, a truckload may be 882 or 931 bags, depending on the vehicle legal load limit.

Customer  
Acceptance  
of Quote:

Ray Keller

Central Salt:

Andy Weimer

Date:

7/25/14

Date:

7/21/2014



**ELGIN OFFICE**

385 Airport Road, Suite 108, Elgin IL 60123  
888-499-7258 Phone / 847-608-8130 Phone / 847-608-8135 Fax

**LYONS MINE OFFICE**

1420 State Road 14, Lyons KS 67554  
800-879-7258 Phone / 620-257-5626 Phone / 620-257-5052 Fax

**TERMS AND CONDITIONS OF BUSINESS CREDIT AND SALE**

COMPANY/CUSTOMER: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

CORPORATION  PARTNERSHIP  SOLE OWNER  LLC  LP/LLP  OTHER

PERSON RESPONSIBLE FOR ACCOUNT: \_\_\_\_\_ TITLE: \_\_\_\_\_

This application and the information contained herein, is a request for one or more extensions to defer payment of de-icing materials, by Applicant from Central Salt, LLC ("Central") and/or its affiliates (individually and collectively). By submitting this application to Central, Applicant agrees to these terms and conditions ("Agreement").

Applicant agrees to pay Central the full amount of any outstanding balance on an invoice within thirty (30) days of the invoice date. Applicant agrees to pay a service charge of 1½ % per month (18% per annum) of the Applicant's outstanding past due balance. Such service charge shall become part of the Applicant's outstanding balance.

Cartage rates on all orders placed for delivery will be subject to a Fuel Surcharge ("FSC"). Such FSC shall be based upon the U.S. National Average Diesel Fuel Index as published by the Energy Information Administration which is set forth on its website at: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. Such cartage rates are subject to change weekly.

Applicant authorizes Central from time to time to obtain one or more credit reports from any reporting agency and to obtain information regarding Applicant from any of its creditors, including, but not limited to, each of the credit references provided from time to time. Applicant further authorizes each of the creditors to give to Central from time to time any and all necessary information that will aid Central in its credit investigation. Applicant further authorizes Central to reinvestigate credit status from time to time as Central deems necessary. Central reserves the right to limit, terminate or change the terms of any extension of credit to Applicant at its sole discretion. Applicant authorizes Central to act as a credit reference for Applicant by responding to inquiries from Applicant's creditors or potential creditors regarding transactions/experiences with Applicant.

Each of the undersigned does hereby certify that he/she is authorized to sign this application on behalf of the Applicant; that the information contained herein is true, accurate and complete in all respects; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family or household purposes of any individual. Applicant will advise Central in writing at the address referenced on its invoices of any changes which occur in respect to any of the information included in this application or any other information which may affect ability to pay, and until such time, Central may continue to rely on this information. Any changes in legal status or the information provided above must be communicated at least five business days in advance by certified mail and mailed to Central at 385 Airport Road Suite 108, Elgin IL 60123. The original Applicant will remain liable until such time as Central has been given a reasonable period of time to respond to any notice regarding legal status changes.

Applicant acknowledges that it is establishing, upon acceptance by Central, an Agreement whereby Applicant will from time to time, as it requires, place orders, in writing or orally, with Central, and that upon acceptance of each such requirement by Central, the terms and conditions herein shall apply to each such order. Central shall have no liability to Applicant for death or personal injury to any entity or person or loss or damage to or loss of use of any property regardless of the cause or alleged cause thereof, arising out or relating in any manner to Applicant's pick-up of materials at the designated place of delivery. Applicant shall indemnify and hold Central harmless from claims, demands, causes of action of every kind and character, losses or liability to persons or property, including, without limitation, those arising in favor of or made by third parties or Applicant's employees, agents, contractors, or subcontractors, on account of death or personal injury of any person or loss, damage to, or loss of use of any property, including, without limitation, that of Applicant's employees, agents, contractors, or subcontractors, resulting from or arising out of the pick-up of materials at Central's facility, provided, however, that this provision shall not apply to any claim of negligence on the part of Central Salt. The term "losses" includes, without limitation, judgments, damages, penalties, and costs, including reasonable attorneys' and experts' fees. The indemnification obligations shall survive the cancellation or termination of this Agreement. Applicant further agrees to maintain comprehensive general liability insurance naming Central Salt as an additional insured on the policy for a combined bodily injury / property damage limit of liability of not less than \$1,000,000.00 for each occurrence. Applicant further agrees upon request to deliver to Central Salt a certificate from an insurance company satisfactory to Central Salt evidencing such insurance.

Applicant further acknowledges that acceptance of any such offer to purchase shall be complete only upon approval through a registered office of Central (Elgin, IL or Lyons, KS).



Central will not be liable to any party for any delay in or failure of Central's performance under this Agreement or any purchases made hereunder, that is due, in whole or in part, to any act of God (including, but without limitation, fire, explosion, earthquake, flood or other adverse weather conditions), failure or delay of a supplier or carrier to deliver salt to Central, absence of power or other essential services of technical facilities, strike, lockout, walkout or other labor difficulties, war, riot insurrection or governmental order or restrictions, that is reasonably beyond the control of the party.

Applicant authorizes any of its employees, subcontractors, and/or haulers it sends on its behalf to pick up or deliver materials to sign an order or delivery receipts for said materials and agrees to be bound by all the terms of said Agreement. In the event the Applicant directs Central to deliver any material and the Applicant does not have a representative present at the time of delivery, the applicant authorizes Central to leave the material at the designated place of delivery. Moreover, Central will make every reasonable effort to deliver the material at the place designated by the Applicant, however in the event that the Applicant does not have a representative present at the time of delivery, Central reserves the right at its sole discretion to deliver the material in a reasonable place. Upon said delivery, the Applicant will be responsible for said material. Central's use of a purchase order number is for the Applicant's convenience and identification only. This Agreement supersedes any inconsistent provision in any purchase order. Absence of purchase order number shall not constitute grounds for non-payment of charges when the Applicant has had possession, or the right to possession of the items charged.

Applicant acknowledges that it has special skill and knowledge in the selection and use of the materials to be purchased from Central and expressly disclaims any reliance upon statements or representations made or to be made by Central. The Applicant also waives any liability upon Central for any direct, special or consequential damages that Applicant may suffer. Moreover, the Applicant shall indemnify and hold Central harmless against any and all claims, demands, liabilities, losses, damages and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, application, maintenance, use, operation, control, losses, damage, destruction, return, surrender, sale or other disposition of the material purchase. This indemnity shall not be affected by any termination of this Agreement with respect to said materials.

Applicant agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket(s) are the quantities delivered: and (b) there are no visible defects in the material. The Applicant also agrees to examine all delivery tickets and invoices upon receipt. Applicant agrees that any claims concerning quality control or compliance with product specifications shall be waived unless written notice of such claim shall be delivered to Central by certified mail at 385 Airport Road Suite 108, Elgin IL 60123 within 5 days of receipt of such products by Applicant.

Applicant will pay all costs of collection including but not limited to, reasonable attorney's fees, should all or any part of this account be placed for collection. Applicant agrees that this transaction shall be governed by the law of the State of Illinois and that if any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby. Applicant further waives the right to jury trial in the event Central is required to institute suit for collection of any sums due hereunder. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by Central, including but not limited to, any action by Central to collect on account, as well as any action filed by either party regarding the terms and provisions of this Agreement shall be filed in the Circuit Court of Cook County, Illinois, or in the First Municipal District thereof. Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over Applicant by a Federal or State court where orders are approved, and to extraterritorial service of process, if necessary.

The parties agree that this Agreement is the entire agreement of the parties and that no oral representation or agreement has been made which would modify this Agreement or be a condition precedent or subsequent to the enforcement of this Agreement. This Agreement may not be modified except by a writing signed by each of the parties.

Customer: \_\_\_\_\_

Accepted: Central Salt LLC

By: \_\_\_\_\_

By: *Thomas Peterson*

Printed Name and Title

Thomas Peterson, General Manager

Signature

Effective Date: \_\_\_\_\_

**Personal Credit Guaranty**

THE UNDERSIGNED HEREBY PERSONALLY GUARANTEES PAYMENT WHEN DUE OF ALL INDEBTEDNESS NOW DUE OR WHICH MAY HEREAFTER BE DUE BY APPLICANT TO CENTRAL. IF SIGNED HEREUNDER BY TWO OR MORE PERSONS, THE UNDERSIGNED AGREES THAT THE GUARANTEES, OBLIGATIONS AND UNDERTAKINGS IN THIS PERSONAL GUARANTY ARE JOINT AND SEVERABLE. CENTRAL SHALL NOT BE REQUIRED TO LOOK TO APPLICANT FOR PAYMENT BEFORE EXERCISING ITS RIGHTS UNDER THIS CREDIT GUARANTY. FURTHER, THIS PERSONAL GUARANTY SHALL EXTEND TO CENTRAL'S COST OF COLLECTION, INCLUDING INTEREST, ATTORNEYS' FEES, AND COLLECTION COSTS. PERSONAL GUARANTOR(S) HEREBY WAIVE THE RIGHT TO A JURY DEMAND IN THE EVENT CENTRAL INSTITUTES SUIT UNDER THIS CREDIT GUARANTY. THIS GUARANTY SHALL BE CONTINUING AND UNCONDITIONAL.

Date Signed Print Name

Signature of Individual Guarantor

Social Security #

RESOLUTION

VILLAGE OF GILBERTS

A Resolution authorizing an agreement between the Village of Gilberts and Dixon Engineering & Inspection Services to provide professional engineering and coating inspection of the Raymond Street Water Tower

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and Dixon Engineering for the engineering and coating inspection of the Raymond Street Water Tower 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

Published: \_\_\_\_\_





**DIXON**

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

417 East IL. Route 173  
Suite 106 - Box 102  
Antioch, IL 60002  
Telephone: (630) 220-1410

April 10, 2014

Mr. John Castillo  
Village of Gilberts  
87 Galligan Road  
Gilberts, IL 60136

Subject: Engineering & Coating Inspection Services for the 750,000 Gallon Spheroid Water Storage Tank

Dear Mr. Castillo:

Enclosed is the engineering and coating inspection proposal for the 750,000 gallon spheroid water storage tank.

Our proposal is divided into a Cover Page, Schedule A, Schedule B, Schedule C, and General Provisions. The Cover Page proposes a not-to-exceed fee. Schedule A details our scope of services. Schedule B contains the fees for the services outlined in Schedule A. Schedule C provides fees for additional services, if requested.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to call contact me at (630) 220-1410

FOR DIXON ENGINEERING, INC.,

Brad Schotanus  
Project Manager

Enclosure

**Members: Society of Protective Coatings • American Water Works Association  
Consulting Engineers Council**



# DIXON

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

417 East IL. Route 173  
Suite 106 - Box 102  
Antioch, IL 60002  
Telephone: (630) 220-1410

## **Proposal/Contract Agreement for Water Storage Tank 750,000 Gallon Spheroid, (Raymond Tank), #13-45-32-02**

The Agreement is between Dixon Engineering, Inc. (DIXON) and the Village of Gilberts, Illinois (Owner) to contract with DIXON for technical services for the 750,000 Gallon Spheroid (Project). This Agreement inclusive together with any expressly incorporated appendix or Schedule constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### 1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and Owner agrees to pay DIXON as compensation for their services the fee/lump sum of Twenty One Thousand, Four Hundred, and Twenty Two dollars (\$21,422.00). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change ninety (90) days after proposal date, if not contracted.)

### 2.01 SCOPE OF SERVICES

Preparation of Technical Specifications and Contract Documents, Project Administration, Pre-Construction Meeting, Weld Inspection, Paint Inspection Services, and Cathodic Protection Inspection per Schedule A

### 3.01 SIGNATURES

Brad Schotanus, Project Manager

April 10, 2014

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

POSITION

EFFECTIVE CONTRACT DATE

**Members: Society of Protective Coatings • American Water Works Association  
Consulting Engineers Council**

**SCHEDULE A**  
**750,000 Gallon Spheroid, (Raymond Tank), #13-45-32-02**  
**Gilberts, Illinois**

**I. Technical Specifications & Contract Documents**

**A. Owner agrees:**

1. Use, unaltered, the Contract Documents provided by Dixon when entering into an agreement with the Contractor. Dixon will not unreasonably withhold a request to alter the document. This clause is essential to protect Dixon's interest in regards to Contractor pays for default clauses. This provision in no way creates any contractual obligation, including those of third party beneficiary status, or relationship between DIXON and Contractor.
2. Pay all advertising costs. The method of advertising is to be determined by the Owner.
3. Provide a place for the bid opening.
4. Open the bids received.
5. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney.
6. Sign and forward to the Contractor the notice to proceed. This Notice to Proceed will be supplied to Owner by Dixon.

**B. DIXON agrees:**

1. Preparation of Technical Specifications and Contract Documents:
  - a. Prepare Technical Specifications and Contract Documents for project to include, but not limited to, the following:
    - 1) Advertisement for Bids
    - 2) Information for Bidders
    - 3) General Conditions
    - 4) Detailed specifications
    - 5) Inspection Form
    - 6) Bid/Agreement Form
  - b. Address all questions, written or verbal response, concerning the project that are submitted to DIXON. (Dixon will not be held to any non-written statement.)
  - c. Direct mail advertisements to Contractors who have been prior approved as capable and conscientious by DIXON.
  - d. Send specifications to selected, appropriate Builders Exchanges and Dodge Reports.
  - e. Review the bids submitted to the Owner and recommend award based on lowest responsible and responsive bidder.
  - f. Furnish Owner and Contractor the Contract Documents to complete.

- g. Furnish Owner with complete Notice to Proceed to sign and forward to the Contractor.

**II. Project Administration:**

1. Project administration for the purpose of coordinating the inspection program, local inspector assistance, secretarial services, shop drawing review, and project finalization.
2. Review Contractor's Schedule of Values and work schedule.
3. Review shop drawings for compliance with technical specifications.
4. DIXON shall record a written record of all Project meetings with the Owner. Meeting minutes shall be submitted to the Owner not more than ten (10) days after the meeting.
5. Perform services expected of Engineer and detailed in the EJCDC General Conditions.

**III. Pre-construction Meeting:**

1. Attend a pre-construction meeting, and distribute minutes to major participants. Topics of discussion will include Contractor's:
  - a. emergency response plan,
  - b. responsibilities to the Owner,
  - c. responsibilities to her/his workers,
  - d. responsibilities to the public
  - e. inspection start time
  - f. inspection schedule
  - g. liquidated damages
  - h. Contractor's site specific Lead, Health, and Safety Plan
  - i. Who Contractor's designated OSHA competent person for lead, health and safety plan for notification and protection of the public
2. Contractor will have submittals which are to be submitted ten (10) days prior to the pre-construction meeting. Some of these include: Contractor's schedule, ventilation, fall prevention, confined space, waste hauler certifications, welder certifications, etc. These will be reviewed prior to meeting and only deficiencies discussed.

**IV. Critical Phase Inspections:**

**A. Weld Inspection:**

1. One (1) visit(s) to inspect repair/installation work for specification compliance. All weld repairs will be visually inspected for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).

**B. Exterior – Painting:**

1. Concurrent with other inspection, set the standard for exterior water blast cleaning, examine surface profile and feathering created for compliance with specifications.
2. Two (2) visit(s) to inspect exterior high pressure water cleaning for thoroughness and compliance with specifications, and set a standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
3. Two (2) visit(s) to inspect the exterior prime coating for uniformity, coverage, and dry film thickness prior to application of the succeeding paint coat.

4. Two (2) visit(s) to inspect the exterior intermediate epoxy coating for uniformity, coverage, and dry film thickness prior to application of the succeeding paint coat.
5. Two (2) visit(s) to inspect the exterior topcoat for uniformity, coverage, performance, and dry film thickness for compliance with specifications. Examine the overall project for possible damage caused by equipment removal. Inspect the application of top coats/installation of screens, light bulbs, etc.

C. Dry Interior – Painting:

1. Two (2) visit(s) to inspect dry interior abrasive blast cleaning for thoroughness, surface profile, and compliance with specifications, prior to application of the succeeding paint coat.
2. One (1) visit(s) to inspect the dry interior primer coat for uniformity, coverage, and dry film thickness, prior to application of the succeeding paint coat.
3. One (1) visit(s) to inspect the dry interior topcoat for uniformity, coverage, performance, and dry film thickness for compliance with specifications. Examine the overall project for possible damage caused by equipment removal. Review all contract items to assure they have been completed according to contract requirements.

D. Project Finalization

1. One (1) visit(s) to formulate a punch list of items to complete.
2. One (1) visit(s) to finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

Collection of samples will be taken during regularly scheduled visits. If additional sampling is requested that cannot be completed during a regular visit, it shall be considered an additional service.

**V. Cathodic Protection Inspection Services:**

1. One (1) visit(s) to inspect the cathodic protection repair/installation work for specification compliance.

**VI. Inspection Services:**

1. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
2. Review abrasive and coating materials for approved manufacturers.
3. Inspect compressed air at blast nozzle for cleanliness (i.e. oil, moisture).
4. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
5. Inspect abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
6. Review coating mixing, thinning, and manufacturer's application requirements.

7. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
8. Inspect applied coating for dry film thickness, coverage, uniformity, and cure.
9. Collect appropriate samples for pre-disposal laboratory testing.
10. Prepare daily inspection report detailing above mentioned items and daily progress.

**SCHEDULE B**  
**750,000 Gallon Spheroid, (Raymond Tank), #13-45-32-02**  
**Gilberts, Illinois**

1. Payment for Scope of Services, Schedule A – Technical Specifications & Contract Documents, is the lump sum fee of \$3,500.00.
2. Compensation for Schedule A – Project Administration, shall be the time and material fee of \$700.00. Payment due as project progresses.
3. Compensation for participation at the pre-construction meeting shall be the lump sum fee of \$500.00, and will include preparation and travel time.
4. Compensation for weld inspection, Schedule A – Critical Phase Inspections is \$675.00 based on a \$675.00 per visit fee with one (1) visit(s) recommended.
5. Compensation for paint inspections, Schedule A – Critical Phase Inspections is \$8,750.00 based on a \$625.00 per visit fee with fourteen (14) visit(s) recommended. DIXON reserves the right to send the level of inspector they feel necessary based on the Contractor, project scope and project progress.
6. Payment for Schedule A – Cathodic Protection Inspection Services shall not exceed (without prior approval from the Owner) \$675.00 based on a \$675.00 per visit fee with one (1) visit(s) recommended. The Professional reserves the right to send the level of Inspector he feels necessary based on the Contractor, project scope, and project progress.
7. DIXON will provide daily inspection services as outlined in Schedule A – Inspection Services. Compensation for these services is \$6,622.00, estimated using an average of eight (8) hours on-site daily. This time frame will vary based on Contractor speed, Contractor activity, complexity of individual inspection, and environmental or neighbor concerns. DIXON reserves the right to send the level of inspector they feel necessary based on the Contractor, project scope, and project progress. All fees are time and material per Schedule C. DIXON will notify the Owner bi-weekly of the “ESTIMATED” remaining budget, and will advise if a change in fees or Scope of Services is necessary. The fee and Scope of Services are negotiable between DIXON and the Owner.

Typical inspection schedule and associated rates:

**Daily Inspection:**

Travel time 1.5 hrs. @ \$75.00/hr.	=	\$112.50
Inspection time 8 hrs. @ \$75.00/hr.	=	600.00
Mileage 70 miles @ \$0.70/mile	=	49.00
Secretarial 0.5 hrs. @ \$50.00/hr.	=	25.00
Contract Administration 0.33 hrs. @ \$125.00/hr.	=	<u>41.25</u>
Total Estimated Daily Fee:	=	\$827.75

Estimated Daily Fee	\$827.75
Project Length	x <u>8</u> days
Total Inspection Fee	\$6,622.00

8. DIXON reserves the right to adjust individual inspection line items as necessary based on the Contractor's performance and pace of work. The total fees for Schedule B will not be exceeded without prior approval from the Owner.
9. Invoices will be compiled after the 20<sup>th</sup> of the month and shall include from the 20<sup>th</sup> of the preceding month to the 20<sup>th</sup> of the invoiced month. Bimonthly invoicing will be completed on larger projects, or at the Owner's request.
10. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
11. All DIXON service invoices which are outstanding more than sixty (60) days from date of issue shall be assessed (DIXON's favor) one and one half percent (1½%) per month interest from date thirty (30) days after date of issue.
12. Delay in completing the work which is the responsibility of the Owner and which extends the amount of time required for DIXON to complete their work shall be considered an additional service, and DIXON shall be compensated for this delay under the provisions of Schedule C of the Agreement.
13. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be considered an additional service, and DIXON shall be compensated for travel and/or expense under the provisions of Schedule C of the Agreement.
14. Requests for attending council meetings shall be forthcoming from the Owner in writing unless other arrangements are made between the Owner and DIXON. Attendance of council meetings shall be considered an additional service and DIXON shall be compensated under the provisions of Schedule C of the Agreement.



**SCHEDULE C**

**Engineering Services Fees**

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$125.00	
Registered Professional Engineer.....	\$125.00	
Certified NACE Inspector.....	\$100.00	
Assistant Project Manager.....	\$100.00	
Staff Engineer – Level III.....	\$75.00 to \$85.00	
Staff Engineer – Level II.....	\$70.00 to \$80.00	
Staff Engineer – Level I.....	\$65.00 to \$75.00	
CAD Supervisor.....	\$65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$100.00 to \$110.00	
Inspector – Level III.....	\$70.00 to \$80.00	
Inspector – Level II.....	\$65.00 to \$75.00	
Inspector – Level I.....	\$60.00 to \$70.00	
CAD Technician.....	\$60.00 to \$70.00	
Secretarial Services.....	\$50.00 & expenses	
Bookkeeping Services.....	\$45.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

\*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Non–Metropolitan</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging, .....	\$145 per diem <i>(may be increased based on location)</i>	\$125 per diem
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids, Chicago O’Hare, or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2015

Revised 07/13

#### 4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the Owner which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached Schedule C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

#### 5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
    - b. By DIXON upon seven (7) days written notice:
      - 1) If Owner fails to pay invoices within sixty (60) days.
      - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
      - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
      - 4) DIXON shall have no liability to Owner on account of such termination.
  - 2. For Convenience,
    - a. By Owner effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to Owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence are based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's Scope of Services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

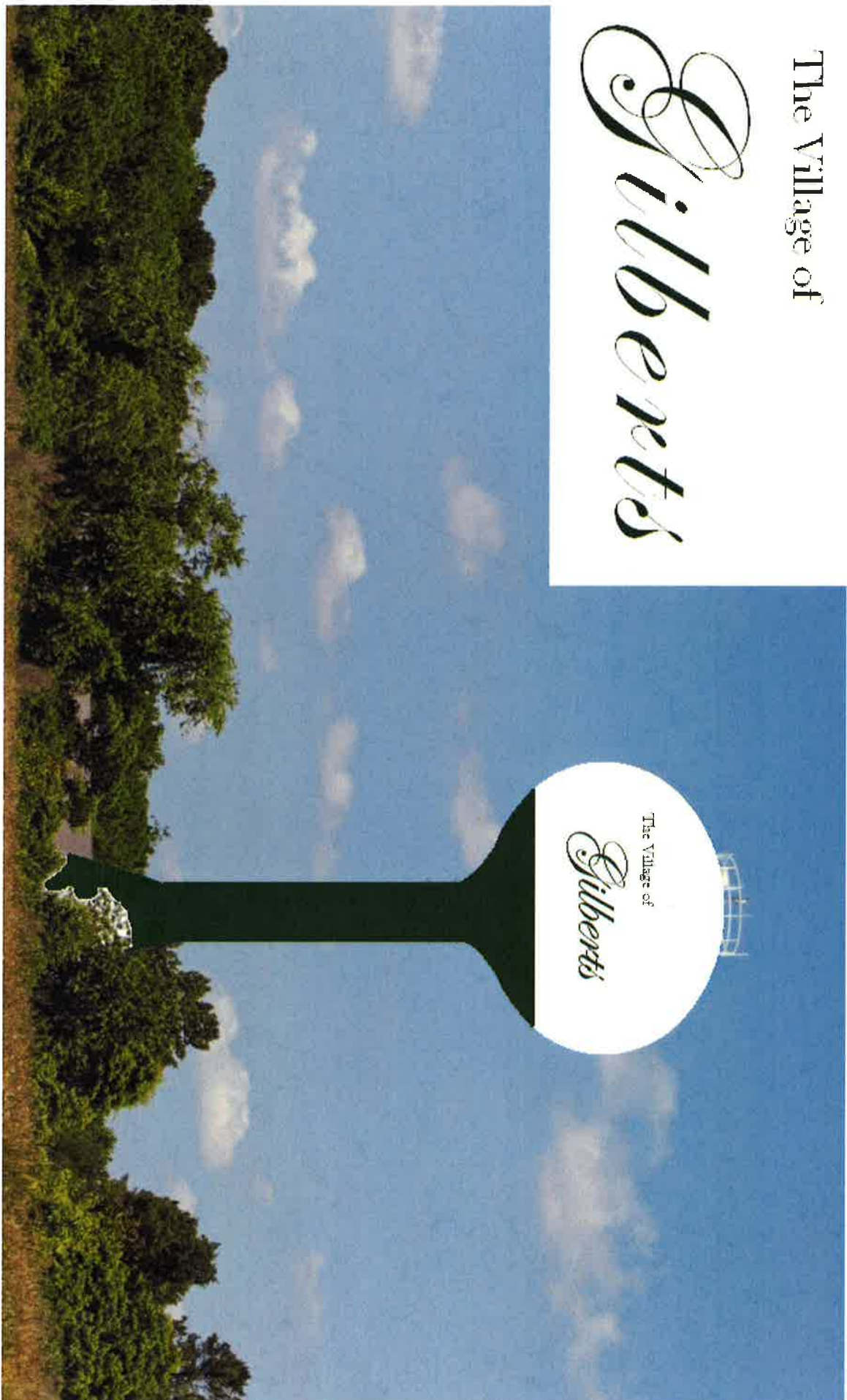
- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

The Village of

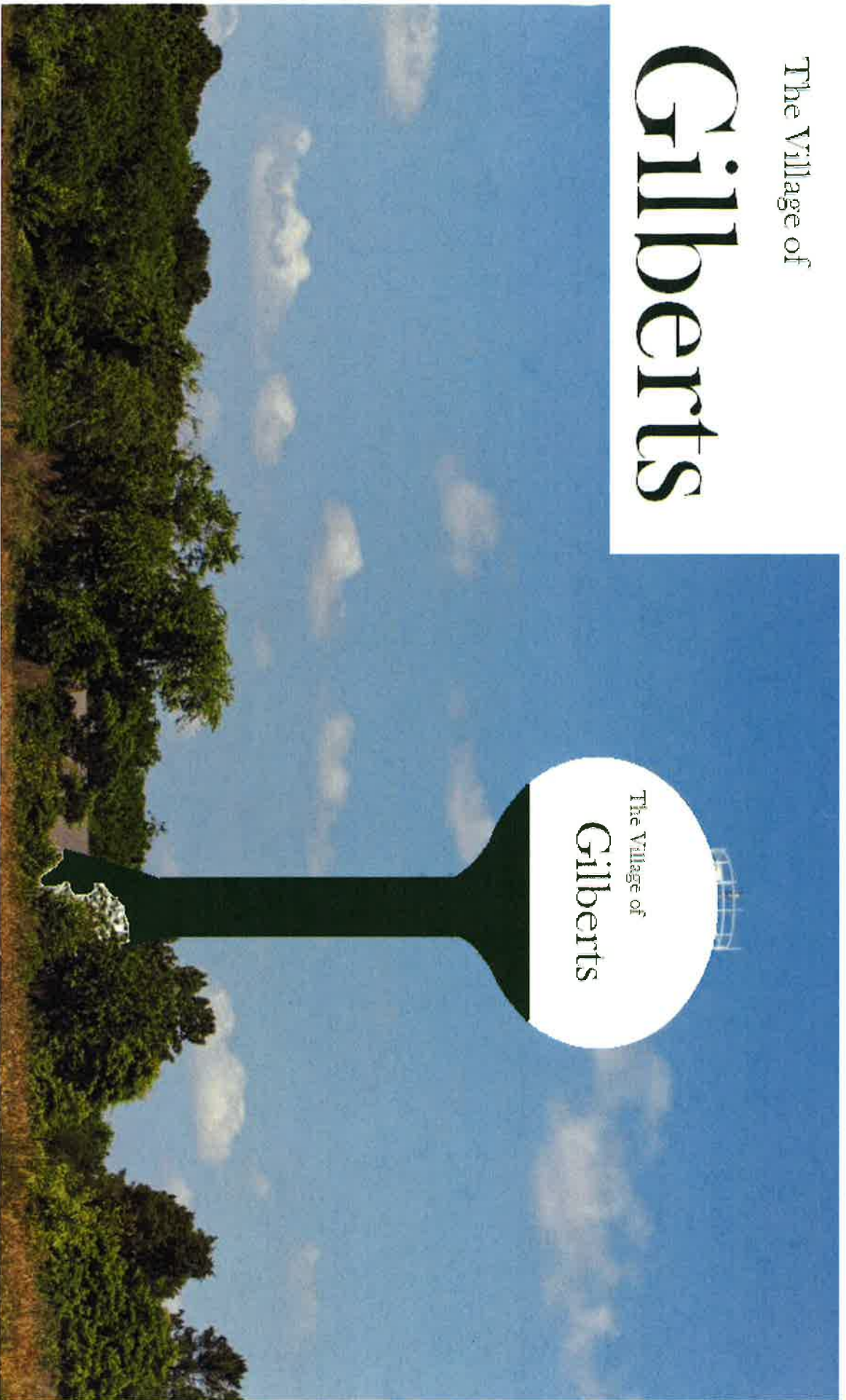
*Gilberts*



Option 1: cursive text

The Village of

# Gilberts



*Option 2: printed text*