

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 33-13

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator 

DATE: May 31, 2013

RE: Village Board Meeting – June 4, 2013

The following summary discusses the agenda items for the Village Board meeting scheduled for June 4, 2013:

1. CALL TO ORDER

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

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

A. Motion to approve Minutes from the May 21, 2013 Village Board Meeting

Please review the enclosed minutes from the May 21 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 June 4, 2013

Please refer to the enclosed spreadsheet, which lists the bills to be approved. If you need additional information about any of these bills, please contact me or Finance Director Marlene Blocker prior to the meeting. Staff recommend approval.

5. ITEMS FOR APPROVAL

A. A Motion to approve Ordinance 16-2013, an Ordinance Proposing the Establishment of a Special Service Area No. 23

Staff recommend approval of this ordinance initiating the process to establish Special Service Area No. 23, a new backup SSA for the Prairie Business Park, in accordance with the project's development agreement. In accordance with state statute, this ordinance sets the public hearing date for the July 2 board meeting. At that time, the Board would be asked to adopt the ordinance establishing SSA No. 23.

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

The new SSA would remain dormant, unless the Village needed to levy funds to correct a problem that the development's management association failed to address. If ever needed, the Village could levy a maximum of 0.75% of the assessed value of the development to maintain, repair or replace common area features or improvements, such as the trail or the retention pond.

B. A Motion to approve Resolution 13-2013, a Resolution authorizing work orders with Phoenix & Associates for completion of road and drainage adjustment projects

Staff recommend approval of two work orders with Phoenix & Associates to complete drainage adjustments in the Dunhill, Gilberts Glen and Indian Trails neighborhoods. The first scope of work (\$11,345) focuses on finishing approximately 100 feet of reshaped ditch at Andrea Court and Pierce Street, the replacement of a 30-foot storm pipe in Gilberts Glen East that was damaged by a frost heave, and spot reseeding around the Dunhill and Gilberts Glen neighborhoods. The second scope of work (\$7,645.88) covers the installation of 125 feet of 12-inch storm pipe between 491 and 477 Running Deer Lane. This pipe replaces a ditch that was not adjusted during the road program, but is now carrying additional storm water picked up by the adjusted swales along Running Deer. The sump pumps and down spouts for the two homes would be connected directly to the pipe to further reduce surface flows.

The combined cost of the two projects is \$18,990.88, which would exhaust the funds remaining in the Village's road resurfacing fund (i.e. bond proceeds). Phoenix staff had identified these two project scopes as the highest priorities that could be tackled with the remaining available funds. With the approval of the proposed scopes of work, Staff will close out the road resurfacing project fund. Staff will continue to work with the Village Engineer and the Phoenix staff to align remaining drainage priorities with available resources.

C. A Motion to approve Resolution 14-2013, a Resolution authorizing an intergovernmental agreement between the Village of Gilberts and Northern Illinois University for a MPA Internship

Staff recommend approval of this resolution authorizing an intergovernmental agreement to secure the services of an intern from NIU's Masters in Public Administration (MPA) program. In past years, graduate students automatically received tuition waivers from NIU if they secured municipal internships while working toward their MPA degrees. NIU ended the automatic tuition waiver due to state funding cuts, but a MPA intern can still get a tuition waiver if the municipality enters into an intergovernmental agreement with NIU. The internship would then qualify as a graduate assistantship, which grants the student the tuition waiver.

Through this arrangement, NIU pays the intern for 20 hours per week and bills the Village for the intern's time on a monthly basis. There is no additional cost to the Village, as the Village is not billed for the waived tuition or for any administrative costs. Because the intern is technically a NIU employee, the Village does not contribute to IMRF for the intern's time. The agreement provides the Village the option of hiring the student directly for additional hours during winter and/or summer breaks (i.e. during summer break, the intern would work 20 hours/week as a NIU

graduate assistant per the agreement and could also be hired for an additional 20 hours/week as a Village employee).

6. ITEMS FOR DISCUSSION

A. School Impact Fees Loan Repayment

This topic is a continuation of a discussion started at the May 14 Committee of the Whole meeting regarding the repaying a loan from the water/wastewater enterprise fund for the purchase of the Gilberts Elementary School Site. In 2005, the Village had loaned Neumann Homes \$1.5 million from the water/wastewater enterprise fund to finance the acquisition of a 15-acre elementary school site. The purchase and sale agreement required Neumann Homes to repay the loan in exchange for a credit against school impact fees that would have been paid on individual homes as they were built. School District 300 guaranteed the repayment of the loan back to the Village by pledging its school impact fees, which would be held in escrow until the loan was repaid. When Neumann Homes Inc. declared bankruptcy on November 1, 2007, the School District assumed responsibility for repayment to the Village. The Village now holds sufficient school impact fees to repay the enterprise fund for school site loan.

At the May 14 meeting, Board members raised questions about the Village's options regarding the possible release or holding of the school impact fees remaining after the school site loan was repaid. Please refer to the memo from Village Attorney Julie Tappendorf regarding the Village's options for holding or releasing the school impact fees remaining after repaying the enterprise fund. Attorney Tappendorf will be at the Board meeting to further discuss the options and answer any questions.

The Board inquired about how other municipalities within CUSD 300 administer school impact fees collected in lieu of land dedications. The language varies from community to community, but most remit the school impact fees to CUSD 300 on a regular basis. All of the other communities require that the funds are used on school sites and/or improvements that directly serve the residents of the development from which the impact fees are collected. Some communities stipulate that the funds be spent within the municipality, others do not. Staff provided the enclosed excerpts from the municipal/zoning codes from other CUSD 300 municipalities.

Staff also verified that the CUSD 300 property tax rate was \$4.600626 in 2012 and \$5.513796 in 2013. CUSD 300 does not apply different tax rates in different municipalities, as their annual property tax levy applies the same rate to all properties within its borders.

Staff request the Board's direction on whether to proceed with the transfer of the school impact fees to the enterprise fund to repay the school site loan. If so directed, Staff will add the transfer to the agenda for the June 18 Village Board meeting. Please let me know if additional documentation will be required before the meeting.

7. STAFF REPORTS

Staff will provide any updates at the meeting.

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

Staff request an executive session to discuss current litigation. Please contact me about any other executive session topics.

11. ADJOURNMENT

**Village Board of Trustees
Meeting Agenda
Village of Gilberts
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
June 4, 2013
7:00 P.M.
A G E N D A**

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the May 21, 2013 Village Board Meeting
- B. A Motion to approve Bills and Salaries dated June 4, 2013

5. ITEMS FOR APPROVAL

- A. A Motion to approve Ordinance 16-2013, an Ordinance Proposing the Establishment of a Special Service Area No. 23
- B. A Motion to approve Resolution 13-2013, a resolution authorizing work orders with Phoenix & Associates for completion of road and drainage adjustment projects
- C. A Motion to approve Resolution 14-2013, a resolution authorizing an intergovernmental agreement between the Village of Gilberts and Northern Illinois University for a MPA Internship

6. ITEMS FOR DISCUSSION

- A. School Impact Fees Loan Repayment

7. STAFF REPORTS

8. BOARD OF TRUSTEE REPORTS

9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

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

11. ADJOURNMENT

Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Village Board
Meeting Minutes
May 21, 2013

NOT APPROVED MINUTES

Call to Order /Pledge of Allegiance

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

Roll Call/Establish Quorum

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

Appointments/Reappointments

A. A Motion to ratify the following appointments by the Village President:

1. Reappointment of Ray Keller as the Village Administrator
2. Reappointment of Marlene Blocker as the Village Finance Director
3. Reappointment of Debra Meadows as the Village Clerk
4. Reappointment of Doug Hagen as Chairman of the Plan Commission
5. Reappointment of Susan Davidowski as Vice Chairman of the Plan Commission
6. Reappointment of Robert Borgardt to the Plan Commission
7. Reappointment of Valerie del Vecchio to the Plan Commission
8. Reappointment of Doug Hagen as Chairman of the Zoning Board of Appeals
9. Reappointment of Susan Davidowski as Vice Chairman of the Zoning Board of Appeals
10. Reappointment of Robert Borgardt to the Zoning Board of Appeals
11. Reappointment of Valerie del Vecchio to the Zoning Board of Appeals
12. Reappointment of Dan Helsdon to the Police Pension Board

A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to concur with President Zirk's reappointment recommendations as noted on the agenda as items 3.A. 1-12. Roll call: Vote: 6-ayes: Trustees Corbett, Mierisch, LeClercq, Zambetti, Farrell and Hacker. 0-nays, 0-abstained. Motion carried.

Public Comment

President Zirk asked if anyone in the audience wished to address the Board. There were no comments.

Consent Agenda

- A. A Motion to approve Minutes from the May 7, 2013 Village Board Meeting**
- B. A Motion to approve Minutes from the May 14, 2013 Committee of the Whole Meeting**
- C. A Motion to approve the April Treasurer's Report**
- D. A Motion to approve Bills and Salaries dated May 21, 2013 as follows: General Fund \$66,894.95, Performance Bonds and Escrows \$7,642.00, Water Fund \$16,153.47, Payroll \$68,810.48**
- E. A Motion to acknowledge and file the Annual Police Pension Report**
- F. A Motion to authorize the President to sign an employment agreement with the Village Administrator**

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

Items for Approval

There were no items for approval listed on the agenda.

Items for Discussion

There were no items for discussion listed on the agenda.

Staff Reports

Administrator Keller reported that Chief Building Inspector Swedberg is tracking 24 vacant properties with grass violations.

Administrator Keller reported that Attorney Tappendorf will be attending the June 4th Board Meeting to continue the discussion on impact fees.

Administrator Keller reported that staff will be hosting an open house in June and inviting the "Old Town" residents. The purpose of the open house is to discuss the proposed "Old Town" zoning changes in the draft UDO.

Trustee Mierisch asked staff what was the reason for weekly report's reference to the Fire District Tax. President Zirk reported that staff had acquired the information due to a recent Board conversation where he questioned if the Rutland Fire District tax multiplier was the same for the corporate limits and unincorporated limits. He referenced a past situation in which a fire district used impact fees collected from an incorporated area to purchase a tanker truck for use in an unincorporated area. In his opinion this is an inappropriate use of impact fees. The fees collected should benefit the area in which they are collected.

Trustee LeClercq agreed that municipal impact fees collected should benefit the municipality they were collected from. He questioned how the Village's impact fees collected on behalf of District 300 would be used to benefit the community if the D300 school district was to redistrict. Trustee Zambetti also expressed concerns with how impact fees are allocated.

Assistant Administrator Beith provided the Board Members with an update on Community Days. He reported that the advertising banners had been posted. In addition, a direct mailing advertising the event will be mailed in the near future.

Assistant Administrator Beith reported that staff is partnering with the Northern Kane County Chamber to host a sun rise breaking. The event would focus on the staff and Village Officials gathering with the local business community to promote economic growth. The date and time of the event has not been determined. However staff had recommended a Tuesday evening. Trustee Mierisch reported that at a recent chamber retreat the event had been discussed. The chamber's experience with the event had proven the morning events received larger participation than the evening events.

Finance Director Blocker reported that the Village had received the plaque from the Government Finance Officers Association recognizing the Village's achievement in excellent financial reporting.

Trustee Reports

Trustee LeClercq reported that he and his family had cut the grass of the vacant property commonly known as 157 Redmond Drive. He stated that the property is currently going through the short sale process.

Trustee LeClercq commented on the Board room renovations.

Village Board
Meeting Minutes
May 21, 2013
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Adjournment

There being no further business to discuss, a Motion was made by Trustee Zambetti and seconded by Trustee LeClercq to adjourn from the public meeting at 7:16 p.m. Roll call: Vote: 6-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

	VENDOR	TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRUS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
	GRAND TOTAL	146,240.86	56,211.42	-	1,627.50	4,416.06	22,337.88	61,648.00
	BILLS ADDED AFTER PACKETS:							
	PAYROLL - 05/19-13-06/01/13							
AZAVAR01	AZAVAR AUDIT SOLUTIONS	61,648.00						61,648.00
COM003	COMMONWEALTH EDISON	25.22	25.22					
		45.79	45.79					
CONSTELL	CONSTELLATION NEWENERGY	170.69	170.69					
DOMYOWN	DO MY OWN PEST CONTROL	437.80	437.80					
HEL001	RALPH HELM	73.35	73.35					
ILRURAL	ILL RURAL WATER ASSOC	453.84					453.84	
MANALY01	MCHENRY ANALYTICAL WATER	888.00					888.00	
MEN002	MENARDS CARPENTERSVILLE	108.82	55.65				53.17	
MUN001	MUNICIPAL MARKING	37.98	37.98					
RUTLAND	RUTLAND-DUNDEE FPD	3,000.00				3,000.00		
SUBLAB01	SUBURBAN LABORATORIES	300.00					300.00	
VARAS01	RANDY VARAS	200.00					200.00	
VERIZ01	VERIZON WIRELESS	464.31	324.72				139.59	
VUL001	VULCAN MATERIALS	266.92					266.92	
ACE002	ACE COFFEE BAR INC.	15.50	15.50					
ALLEGRA	ALLEGRA PRINT & IMAGING	86.00	86.00					
ASP002	ASPEN VALLEY LANDSCAPE, INC.	42.00	42.00					
AT&TUV01	AT&T U-VERSE	150.00	150.00					
B&F001	B&F TECHNICAL CODE SVC, INC.	1,807.50	180.00		1,627.50			
B&W001	BAXTER & WOODMAN, INC.	7,454.62	1,306.06			1,416.06	4,732.50	
B&W002	B&W CONTROL SYSTEMS INTEGRATIO	343.75	343.75					
BENCHMAR	BENCHMARK SALES & SERVICE	3,772.10					3,772.10	
BLOCKER	MARLENE BLOCKER	40.86	40.86					
BUGMAN	THE BUG MAN, INC	33.00	33.00					
CAN01	CANON FINANCIAL SERVICES, INC.	800.00	690.00				110.00	
COM003	COMMONWEALTH EDISON	123.00	123.00					
CONSTELL	CONSTELLATION NEWENERGY, INC.	7,916.85					7,916.85	
EMBCOF	EMBASSY CANTEN	44.56	44.56					
EXXON01	WRIGHT EXPRESS FSC	3,645.96	3,645.96					
GPPE01	GILBERTS POLICE PENSION FUND	10,983.59	10,983.59					
HEL001	RALPH HELM, INC	41.85	41.85					

	VENDOR	TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRU\$	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
HENDER01	HENDERSON PRODUCTS, INC	340.00	340.00					
ICMA002	ICMA MEMBERSHIP RENEWALS	102.50	102.50					
ISAWWA	ILLINOIS SECTION AWWA	50.00					50.00	
IZZY001	MICHAEL IZYDORSKI	76.09	76.09					
JDFORE01	JOSEPH D FOREMAN & CO	811.60					811.60	
JOSWICK1	MICHAEL JOSWICK	492.11	492.11					
JWCENV01	JWC ENVIRONMENTAL, LLC	163.11					163.11	
KANECHAM	NORTHERN KANE COUNTY	20.00	20.00					
LAND001	LANDMARK FORD	22,979.00	22,979.00					
MEN002	MENARDS - CARPENTERSVILLE	578.78	578.78					
NEX001	NEXUS OFFICE SYSTEMS, INC.	95.14	95.14					
NIG001	NICOR	641.69					641.69	
ORION001	ORION LWS, INC.	4,980.00	4,980.00					
PETT01	P.F. PETTIBONE & CO.	169.27	169.27					
PROV001	PROVENA SAINT JOSEPH HOSPITAL	65.00	65.00					
RAO001	RAY O'HERRONS	2,053.21	2,053.21					
REQUIP01	R-EQUIPMENT CO. LLC	615.96	615.96					
RYD001	RYDIN DECAL	12.79	12.79					
SCUFF01	RICHARD SPINKER	595.00	595.00					
SUBLAB01	SUBURBAN LABORATORIES	370.00					370.00	
SWEDBERG	JOHN SWEDBERG	9.50	9.50					
T0001568	AMERICAN PASTIME GRAPHICS	369.20	369.20					
TOUS001	STEPHEN D. TOUSEY LAW OFFICE	250.00	250.00					
UNION01	UNION NATIONAL BANK OF ELGIN	3,510.54	3,510.54					
VIKING01	VIKING CHEMICAL CO	817.00					817.00	
WCOM01	COMMONWEALTH EDISON-WATER	651.51					651.51	

**An Ordinance Proposing the Establishment
of Special Service Area No. 23**

WHEREAS, pursuant to 35 ILCS 200/27-1 *et seq.*, the Village of Gilberts has the authority to establish a special service area to authorize the imposition of a special tax for the provision of special services to defined areas within the corporate boundaries of the Village; and

WHEREAS, pursuant to Section 5.K of the Development Agreement by and between the Village, Interstate Partners LLC, and JSR Riemer, LTD ("***Development Agreement***"), the parties agreed to establish a dormant special service area over the property located at the southwest corner of Illinois Route 72 and Tyrrell Road, Gilberts, Illinois, commonly known as Prairie Business Park, which property is legally described in Exhibit A ("***Property***"); and

WHEREAS, the proposed special service area is intended to finance the maintenance, operation, repair, and replacements for the Improvements and Common Areas of the Property, as defined in the Development Agreement, including any detention, retention, or other storm water facilities and improvements, as well as any costs and expenses relating to the foregoing if the Improvements or the Common Areas are not being maintained ("***Special Services***"); and

WHEREAS, the Village President and Board of Trustees find as follows:

1. that it is in the best interest of the Village that a special service area be created for the purposes set forth in this Ordinance; and
2. that the special service area is compact and contiguous and will benefit from the maintenance and operation of the Improvements and Common Area; and
3. that the area will benefit specially from the Special Services to be provided and that the proposed Special Services are in addition to municipal services provided by the Village as a whole and it is, therefore, in the best interest of the Village that the levy of special taxes against the special service area for the Special Services be considered.

WHEREAS, in accordance with the procedures set forth in 35 ILCS 200/27-1 *et seq.*, the President and Board of Trustees of the Village of Gilberts now desire to propose the establishment of the special service area to finance the Special Services;

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. **Public Hearing.** The Village Board hereby determines that a public hearing shall be noticed and conducted on Tuesday, July 2, 2013, in the Village Board Room at Village Hall, 87 Galligan Road, Gilberts, Illinois, to consider the creation of Special Service Area No. 23 in the territory described in the notice described in Section 3 of this Ordinance. Notice of the

public hearing shall be published once not less than 15 days prior to the public hearing in accordance with state statute. In addition, notice by mailing shall be given by depositing the notice in the U.S. Mail addressed to the person or persons in whose name the general taxes for the preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Special Service Area not less than 10 days prior to the public hearing. In the event the taxes for the preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property. The form of the public hearing notice shall be substantially as set forth on Exhibit B.

Section 3. Tax Levy. The Village will consider the levy of an annual tax not to exceed an annual rate of .75% of the assessed value, as equalized, of the property in Special Service Area No. 23. The taxes shall be in addition to all other taxes provided by law, and shall be levied pursuant to state and federal law. Notwithstanding the foregoing, taxes shall not be levied against the property in the Special Service Area No. 23, and the Special Service Area shall remain dormant and shall take effect only if the applicable required owners association or property owner or owners fail to maintain, repair, or replace the Common Area and Improvements, as defined in the Development Agreement, and the Village chooses to assume some or all of these responsibilities. The Village may annually levy up to the maximum rate specified in this Ordinance for the cost of the Special Services, as the Special Services become necessary and are provided for.

Section 4. 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 5. 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 6. Effective Date. This Ordinance shall be in full force and effect from and after its approval in the manner provided by law.

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

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

APPROVED this _____ day of _____, 2013

(SEAL)

Village President Rick Zirk

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

Exhibit A

Legal Description of Property

THAT PART OF RIEMER CENTRE INDUSTRIAL PARK & OFFICE RESEARCH CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 2001 AS DOCUMENT 2001K137422, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID RIEMER CENTRE INDUSTRIAL PARK &, OFFICE RESEARCH CENTRE SUBDIVISION; THENCE NORTH 00 DEGREES 18 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID SUBDIVISION, 2046.88 FEET; THENCE NORTH 63 DEGREES 48 MINUTES 38 SECONDS EAST ALONG A NORTHWESTERLY LINE OF SAID SUBDIVISION, 416.49 FEET; THENCE NORTH 39 DEGREES 09 MINUTES 38 SECONDS EAST ALONG A NORTHWESTERLY LINE OF SAID SUBDIVISION, 89.92 FEET; THENCE NORTH 10 DEGREES 53 MINUTES 38 SECONDS EAST ALONG A NORTHWESTERLY LINE OF SAID SUBDIVISION, 284.72 FEET TO A POINT 60.00 FEET SOUTHERLY OF THE CENTERLINE OF ILLINOIS STATE ROUTE 72; THENCE NORTH 00 DEGREES 07 MINUTES 41 SECONDS EAST, 120.00 FEET TO A POINT 60.00 FEET NORTHERLY OF THE CENTERLINE OF ILLINOIS STATE ROUTE 72; THENCE SOUTH 89 DEGREES 52 MINUTES 19 SECONDS EAST ALONG A LINE 60.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF STATE ROUTE 72, 928.38 FEET; THENCE CONTINUING EAST ALONG A COURSE 60.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF STATE ROUTE 72, SAID COURSE BEING AN ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 114532.00 FEET, AN ARC LENGTH OF 135.72 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 89 DEGREES 57 MINUTES 39 SECONDS EAST, AND AN ARC LENGTH OF 355.35 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 59 SECONDS EAST, 120.00 FEET TO THE NORTHEASTERLY CORNER OF TYRELL ROAD AS ESTABLISHED PER DOCUMENT 2008K056767; THENCE SOUTH 45 DEGREES 58 MINUTES 37 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TYRELL ROAD, 70.74 FEET (70.72 FEET RECORD); THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS WEST ALONG THE EAST LINE OF SAID TYRELL ROAD, 796.07 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 53 SECONDS WEST, 27.00 FEET TO A POINT ALONG THE EAST LINE OF TYRELL ROAD; THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS WEST ALONG SAID TYRELL ROAD, 1736.56 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 51 SECONDS WEST, 83.00 FEET TO THE SOUTHEAST CORNER OF SAID RIEMER CENTRE INDUSTRIAL PARK & OFFICE RESEARCH CENTRE SUBDIVISION; THENCE CONTINUING NORTH 89 DEGREES 49 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 1619.35 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM LOTS 21 THROUGH 32 (BOTH INCLUSIVE), 46, 47 AND 48, AND THE NORTHERLY 700.0 FEET OF LOT 50, ALL IN SAID RIEMER CENTRE INDUSTRIAL PARK & OFFICE RESEARCH CENTRE SUBDIVISION, CONTAINING 80.76 ACRES MORE OR LESS, IN KANE COUNTY, ILLINOIS.

Permanent Index Numbers: 02-24-453-001, 02-24-453-002, 02-24-453-003, 02-24-453-004, 02-24-453-005, 02-24-453-006, 02-24-453-007, 02-24-453-008, 02-24-452-010, 02-24-452-009, 02-24-452-008, 02-24-452-007, 02-24-452-006, 02-24-452-001, 02-24-452-002, 02-24-452-003, 02-24-452-004, 02-24-452-005, 02-24-453-009, 02-24-403-003, 02-24-403-002, 02-24-403-001, 02-24-401-011, 02-24-401-008, 02-24-401-007, 02-24-401-006, 02-24-401-005, 02-24-401-004, 02-24-401-003, 02-24-401-002, 02-24-401-010, 02-24-328-001, 02-24-328-002 and 02-24-378-005

Located at the southwest corner of Illinois Route 72 and Tyrrell Road, Gilberts, Illinois, and commonly referred to as Prairie Business Park.

Exhibit B

Form of Public Hearing Notice

**NOTICE OF PUBLIC HEARING
VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS
PROPOSED SPECIAL SERVICE AREA NUMBER 23**

NOTICE IS HEREBY GIVEN that at 7:00 p.m. on the 2nd day of July, 2013, at the Gilberts Village Hall, 87 Galligan Road, Gilberts, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Gilberts, Illinois to consider the establishment of Special Service Area Number 23 of the Village over the following described territory ("***Property***"):

Location: Southwest Corner of Illinois Route 72 and Tyrrell Road, Gilberts, Illinois, and commonly referred to as Prairie Business Park

Permanent Index Numbers: 02-24-453-001, 02-24-453-002, 02-24-453-003, 02-24-453-004, 02-24-453-005, 02-24-453-006, 02-24-453-007, 02-24-453-008, 02-24-452-010, 02-24-452-009, 02-24-452-008, 02-24-452-007, 02-24-452-006, 02-24-452-001, 02-24-452-002, 02-24-452-003, 02-24-452-004, 02-24-452-005, 02-24-453-009, 02-24-403-003, 02-24-403-002, 02-24-403-001, 02-24-401-011, 02-24-401-008, 02-24-401-007, 02-24-401-006, 02-24-401-005, 02-24-401-004, 02-24-401-003, 02-24-401-002, 02-24-401-010, 02-24-328-001, 02-24-328-002 and 02-24-378-005

Legal Description: THAT PART OF RIEMER CENTRE INDUSTRIAL PARK & OFFICE RESEARCH CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 2001 AS DOCUMENT 2001K137422, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID RIEMER CENTRE INDUSTRIAL PARK &, OFFICE RESEARCH CENTRE SUBDIVISION; THENCE NORTH 00 DEGREES 18 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID SUBDIVISION, 2046.88 FEET; THENCE NORTH 63 DEGREES 48 MINUTES 38 SECONDS EAST ALONG A NORTHWESTERLY LINE OF SAID SUBDIVISION, 416.49 FEET; THENCE NORTH 39 DEGREES 09 MINUTES 38 SECONDS EAST ALONG A NORTHWESTERLY LINE OF SAID SUBDIVISION, 89.92 FEET; THENCE NORTH 10 DEGREES 53 MINUTES 38 SECONDS EAST ALONG A NORTHWESTERLY LINE OF SAID SUBDIVISION, 284.72 FEET TO A POINT 60.00 FEET SOUTHERLY OF THE CENTERLINE OF ILLINOIS STATE ROUTE 72; THENCE NORTH 00 DEGREES 07 MINUTES 41 SECONDS EAST, 120.00 FEET TO A POINT 60.00 FEET NORTHERLY OF THE CENTERLINE OF ILLINOIS STATE ROUTE 72; THENCE SOUTH 89 DEGREES 52 MINUTES 19 SECONDS EAST ALONG A LINE 60.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF STATE ROUTE 72, 928.38 FEET; THENCE CONTINUING EAST ALONG A COURSE 60.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF STATE ROUTE 72, SAID COURSE BEING AN ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 114532.00 FEET, AN ARC LENGTH OF 135.72 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 89 DEGREES 57 MINUTES 39 SECONDS EAST, AND AN ARC LENGTH OF

355.35 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 59 SECONDS EAST, 120.00 FEET TO THE NORTHEASTERLY CORNER OF TYRELL ROAD AS ESTABLISHED PER DOCUMENT 2008K056767; THENCE SOUTH 45 DEGREES 58 MINUTES 37 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TYRELL ROAD, 70.74 FEET (70.72 FEET RECORD); THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS WEST ALONG THE EAST LINE OF SAID TYRELL ROAD, 796.07 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 53 SECONDS WEST, 27.00 FEET TO A POINT ALONG THE EAST LINE OF TYRELL ROAD; THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS WEST ALONG SAID TYRELL ROAD, 1736.56 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 51 SECONDS WEST, 83.00 FEET TO THE SOUTHEAST CORNER OF SAID RIEMER CENTRE INDUSTRIAL PARK & OFFICE RESEARCH CENTRE SUBDIVISION; THENCE CONTINUING NORTH 89 DEGREES 49 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 1619.35 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM LOTS 21 THROUGH 32 (BOTH INCLUSIVE), 46, 47 AND 48, AND THE NORTHERLY 700.0 FEET OF LOT 50, ALL IN SAID RIEMER CENTRE INDUSTRIAL PARK & OFFICE RESEARCH CENTRE SUBDIVISION, CONTAINING 80.76 ACRES MORE OR LESS, IN KANE COUNTY, ILLINOIS.

The purpose of the public hearing is to consider the establishment of a special service area to finance the maintenance, operation, repair, and replacements for the Improvements and Common Areas of the Property, including any detention, retention, or other storm water facilities and improvements, as well as any costs and expenses relating to the foregoing if the Improvements or the Common Areas are not being maintained and, in such event, it is proposed that a special tax will be levied on the Property not to exceed an annual rate of .75% of the assessed value of the Property for which taxes will be levied within the special service area.

All interested persons will be given an opportunity to be heard at the hearing regarding the proposed establishment of the special service area and interested persons residing or owning property within the proposed special service area will have the right to file objections to the proposed special service area and/or to the amount of the tax levy proposed on the above-described Property.

The hearing may be adjourned by the President and Board of Trustees to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least fifty one percent (51%) of the electors residing within the special service area and by at least fifty one percent (51%) of the owners of record of property in the special service area is filed with the Village Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the establishment of the special service area, then the special service area will not be established.

Village Clerk
Village of Gilberts, Kane County, Illinois

RESOLUTION

VILLAGE OF GILBERTS

Resolution authorizing a work order with Phoenix & Associates for completion of road and drainage adjustment projects

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 Service Work Order with Phoenix & Associates for road and drainage adjustment projects as here by attached hereto and made a part hereof as Exhibits A and B as approved.

Section 2:

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

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

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

APPROVED THIS _____ DAY OF _____, 2013

Village President, Rick Zirk

(SEAL)

ATTEST:

Village Clerk, Debra Meadows



Phoenix & Associates

DEVELOPMENT & LAND USE CONSULTANTS

94 RAILROAD ST., GILBERTS, IL 60136
PHONE: 847-836-1090 FAX: 847-836-1092

May 16th 2013

Pg. 1

The Village of Gilberts
Attn: John Swedberg
87 Galligan Rd
Gilberts, IL 60136

RE: Andrea Ct and Pierce - Dunhill Subdivision

Phoenix & Associates, Inc. to furnish all labor and materials to provide the following scope of work at the above mentioned property:

Per Andrea ct. and Pierce Roadway Maintenance

- Remove nylon Landscape mesh that was installed last fall throughout the Community (Indian Trails, Dunhill, Gilberts glen etc as applicable)
- 30' adjustment of existing pipe/topsoil/seed/blanket at Gilberts Glen East due to historic rain events
- Andrea court and Pierce Street - remove existing shoulder material and dispose off site, backfill with topsoil, final grade, seed/blanket restoration
- Provide topsoil and grass over seeding to various ditches, swales, shoulders and misc areas throughout the community.

Total Cost: \$11,345.00 _____ Accept (please initial)

Break down of Lump sum cost:

1. \$11,345.00 - Additional areas on Andrea and Pierce Ct- Imported top soil, seed, blanket and over seeding, inclusive to the other areas in Indian Trail, Along with adjacent pipe in Gilberts Glen East

_____ Accept (please initial)

Permits, if required, are not included in this price. Unless requested, it will be the responsibility of the owner to apply for all permits. If Phoenix & Associates, Inc. applies for permit, it will be charged back to customer at actual cost.

Phoenix will implement the use of low gravity pressure machines throughout the project, however certain damages to grassy landscape features may occur. Phoenix will make their best effort to render



Phoenix & Associates

DEVELOPMENT & LAND USE CONSULTANTS

94 RAILROAD ST., GILBERTS, IL 60136
PHONE: 847-836-1090 FAX: 847-836-1092

services outside of a 24 hour period after a rain even to minimize damages. Phoenix is not liable for any damages to any damages incidental to completing the above specified scope of services.

Terms and Conditions:

50% deposit prior to commencement of work with balance due when work is completed. Permit as applicable must be on premises before work can commence. Any additional work required involving extra time and/or material will be completed only after receipt of signed change order and will become an extra charge over and above this proposal. Any repairs that may be required will not commence until Phoenix has received at least 90% of funds due us.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Phoenix & Associates, Inc. is covered by Liability, Automobile and Workers' Compensation Insurance. A certificate of insurance, naming the owner as additional insured, will be supplied upon request. We will not warranty any material that we did not originally install; i.e. base or sub-base. Any past due balance shall incur a 2% per month interest charge. Customer agrees to pay all reasonable costs, expenses and attorney fees incurred to collect sums past due.

Note: This proposal may be withdrawn anytime after 30 days if not signed and accepted.

Signing of this proposal constitutes a contract between Phoenix & Associates, Inc. and The City of Gilberts for the above specified work. A signed contract is required before commencement of work.

Respectfully submitted: _____

Casey Hutson

Phoenix & Associates, Inc.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Authorized Signature: _____

The Village of Gilberts

Date: _____

Thank you for giving us the opportunity to submit this proposal. Please return (1) copy of signed proposal prior to work commencement.



Exhibit "B"

Phoenix & Associates
DEVELOPMENT & LAND USE CONSULTANTS
94 RAILROAD ST., GILBERTS, IL 60136
PHONE: 847-836-1090 FAX: 847-836-1092

May 20th 2013

Pg. 1

The Village of Gilberts
Attn: John Swedberg
87 Galligan Rd
Gilberts, IL 60136

RE: 494 Running Deer- Indian Trails

Phoenix & Associates, Inc. to furnish all labor and materials to provide the following scope of work at the above mentioned property:

Per 494 Running Deer Indian Trails

1. ~125 LF of 12" corrugated smooth wall piping running north to south between 491 and 477 Running Deer. Starting ~10' from existing roadway culvert, extending south to approximately rear location of homes.
2. Two 12" plastic FES
3. Import and backfill of material around pipe – maintain grade that will allow for proper mower maintenance
4. Final grading and dressing of topsoil
5. Erosion control blanketing/seeding/restoration
6. Connect to various existing sump pumps and or down spouts to proposed piping

Total Cost: \$7,645.88

_____ **Accept (please initial)**

Permits, if required, are not included in this price. Unless requested, it will be the responsibility of the owner to apply for all permits. If Phoenix & Associates, Inc. applies for permit, it will be charged back to customer at actual cost.



Phoenix & Associates

DEVELOPMENT & LAND USE CONSULTANTS

94 RAILROAD ST., GILBERTS, IL 60136
PHONE: 847-836-1090 FAX: 847-836-1092

Phoenix will implement the use of low gravity pressure machines throughout the project, however certain damages to grassy landscape features may occur. Phoenix will make their best effort to render services outside of a 24 hour period after a rain even to minimize damages. Phoenix is not liable for any damages to any damages incidental to completing the above specified scope of services.

Terms and Conditions:

50% deposit prior to commencement of work with balance due when work is completed. Permit as applicable must be on premises before work can commence. Any additional work required involving extra time and/or material will be completed only after receipt of signed change order and will become an extra charge over and above this proposal. Any repairs that may be required will not commence until Phoenix has received at least 90% of funds due us.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Phoenix & Associates, Inc. is covered by Liability, Automobile and Workers' Compensation Insurance. A certificate of insurance, naming the owner as additional insured, will be supplied upon request. We will not warranty any material that we did not originally install; i.e. base or sub-base. Any past due balance shall incur a 2% per month interest charge. Customer agrees to pay all reasonable costs, expenses and attorney fees incurred to collect sums past due.

Note: This proposal may be withdrawn anytime after 30 days if not signed and accepted.

Signing of this proposal constitutes a contract between Phoenix & Associates, Inc. and The City of Gilberts for the above specified work. A signed contract is required before commencement of work.

Respectfully submitted: _____

Casey Hutson

Date

Phoenix & Associates, Inc.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Authorized Signature: _____

The Village of Gilberts

Date

Thank you for giving us the opportunity to submit this proposal. Please return (1) copy of signed proposal prior to work commencement.

RESOLUTION

VILLAGE OF GILBERTS

A Resolution authorizing an Intergovernmental Agreement between the Village of Gilberts and Northern Illinois University for a MPA Internship

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an Intergovernmental Agreement between the Village of Gilberts and Northern Illinois University for a MPA Internship, and such documents as are necessary and convenient to effectuate the MPA Internship agreement as hereby attached hereto and made a part hereof as Exhibit A as approved.

Section 2:

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

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

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

APPROVED THIS ____ DAY OF _____, 2013

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

Exhibit "A"

AGREEMENT

THIS AGREEMENT is made between the Board of Trustees of Northern Illinois University, hereinafter called the "UNIVERSITY," with principal offices at DeKalb, Illinois 60115, and the Village of Gilberts, hereinafter called the "SPONSOR," with principal offices at 87 Galligan Road, Gilberts, Illinois, 60136.

WITNESSETH:

WHEREAS, the SPONSOR and the UNIVERSITY desire to enter into an agreement pertaining to a Project investigation in accordance with the Statement of Work in Appendix A; and

WHEREAS, the investigation is to be funded by the SPONSOR and carried out by the UNIVERSITY under the terms and conditions specified herein; and

WHEREAS, the performance of such investigation is of mutual interest to the SPONSOR and the UNIVERSITY, and is consistent with the instructional, scholarship and research objectives of the UNIVERSITY as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. STATEMENT OF WORK

The UNIVERSITY agrees to use reasonable efforts to perform the project as described in the Statement of Work, which is incorporated herein and attached as Appendix A. These efforts are hereinafter called the "Project." The UNIVERSITY shall perform this effort consistent with reasonable standards of professionalism applied in related fields. The Project is titled, "Village of Gilberts MPA Internship."

2. STUDENT INTERN

The Student Intern assigned by the University for performance of the Project is _____. If for any reason the Student Intern withdraws from serving as student intern, the UNIVERSITY and the SPONSOR shall endeavor to agree upon a successor. If the parties are unable to agree upon a successor, SPONSOR shall have the right to terminate this Agreement in the manner provided in the paragraph 9 entitled Termination.

3. PERIOD OF PERFORMANCE

The work shall be performed during the period from August 16, 2013 through May 15, 2015. This date may be extended under the same terms or such other terms as may be mutually agreed upon.

4. COST OF RESEARCH

The SPONSOR agrees to pay the UNIVERSITY the fixed sum of \$24,948.00 for the performance of this Project. Payments are to be made in accordance with the following schedule:

1. \$1,118.00 per month for 21 months

Checks are to be made payable to Northern Illinois University and sent to:

Linda Blair, Director
Grants Fiscal Administration
Northern Illinois University
DeKalb, Illinois 60115
RE: OSP# _____

The UNIVERSITY is not obligated to expend any other funds on the Project, and the SPONSOR is not obligated to pay the UNIVERSITY in excess of the above stated amount.

5. RIGHTS IN WORK PRODUCT

All original work product generated by the UNIVERSITY under this Agreement shall be owned by the SPONSOR. Notwithstanding the foregoing, the UNIVERSITY retains the right to publish, as detailed in Article 10.

6. INVENTIONS AND PATENTS

If the Project results in any new, patentable development, the parties shall negotiate disposition of such developments in good faith.

7. CONFIDENTIAL INFORMATION

- A. Each party to this Agreement agrees to treat Proprietary Information received from the other with the same degree of care with which it treats its own Proprietary Information and further agrees not to disclose such Proprietary Information to a third party without prior written consent from the party disclosing Proprietary Information.
- B. The foregoing obligations of non-disclosure do not apply to Proprietary Information which:
 - (a) was known to the recipient prior to the disclosure hereunder;
 - (b) is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient;
 - (c) has been independently developed by an employee of recipient that has not had access directly or indirectly to Proprietary Information, and recipient can

substantiate any claim of independent development by written evidence; or
(d) is required to be disclosed by law.

- C. Unless otherwise agreed to in writing, neither party hereto shall have any obligation of confidentiality under this Agreement after the earliest of either the fifth anniversary of the conclusion of Period of Performance or termination in accordance with Article 8.

8. TERMINATION

This Project may be terminated by either party upon thirty (30) days' written notice. In the event of termination by the SPONSOR, the UNIVERSITY will be reimbursed for all costs incurred and all noncancellable commitments at the time of termination. In the event of termination by the UNIVERSITY, any unexpended or unobligated balance of funds advanced by the SPONSOR shall be refunded to the SPONSOR. The provisions of Articles 5, 6, 7, and 10 shall survive any termination of the Agreement.

9. USE OF THE NAME OF THE PARTIES

Neither the SPONSOR nor the UNIVERSITY shall make use of the existence of the Agreement, nor use the other's name or the name of any member of its staff, for publicity or advertising purposes except with the consent of and to the extent approved by the other party. For the UNIVERSITY, such approval will be obtained from the Director, Office of Sponsored Projects.

10. PUBLICATION

The UNIVERSITY shall have the right to publish or otherwise disclose the results of this Project, provided that the Student Intern first provides the SPONSOR with a copy of the proposed publication at least thirty (30) days in advance of submission for publication. The SPONSOR shall have thirty (30) days after the receipt of the publication or presentation to review it. The Student Intern shall modify said publication in order to comply with reasonable requests by the SPONSOR. Upon notice by the SPONSOR that the SPONSOR reasonably believes a patent application relating to an Invention should be filed prior to the publication or presentation, the SPONSOR can request the UNIVERSITY to delay and the UNIVERSITY agrees to delay submission of the publication or presentation for up to sixty (60) days from the date the SPONSOR so notifies the UNIVERSITY or until a patent application or applications are filed, whichever comes first.

UNIVERSITY internship criteria require the Student Intern to complete a capstone presentation and paper related to the Project. The SPONSOR's prior review of publications clause does not apply to the Student Intern's oral presentation of a capstone project, even if the subject of the capstone is related to an issue or problem identified by the SPONSOR. The publication of the final written capstone paper is subject to the prior review clause.

11. WARRANTIES AND INDEMNIFICATION

THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MARKETABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROJECT RESULTS DEVELOPED UNDER THIS AGREEMENT, OR THAT SUCH RESULTS DO NOT INFRINGE UPON ANY THIRD PARTY'S PROPERTY RIGHTS. The SPONSOR agrees to indemnify and hold harmless the UNIVERSITY and its employees and agents against any and all costs, damages and expenses, including attorney's fees, arising from any claims, damages and liabilities asserted by third parties arising from the SPONSOR'S use of said results.

12. ASSIGNMENT

Neither party shall assign its rights under this agreement without the prior written consent of the other party. Notwithstanding the foregoing, University hereby consents to the assignment of this agreement by Sponsor to any present or future wholly-owned affiliate of Sponsor or to any successor in interest of the entire business of Sponsor as a result of a merger, consolidation or purchase as long as the assignee expressly accepts in writing all the obligations and responsibilities of Sponsor under this agreement.

13. GOVERNING LAW

This agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. This agreement is subject to all applicable rules and regulations of the Board of Trustees of Northern Illinois University and the laws of the United States and the State of Illinois.

14. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon any of the parties hereto, unless in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below by representatives authorized to make such commitments on behalf of the respective party.

**BOARD OF TRUSTEES of
NORTHERN ILLINOIS UNIVERSITY**

By: _____
Name: Dara C. Little
Title: Director, Office of Sponsored Projects

Date: _____

SPONSOR

By: _____
Name: Rick Zirk
Title: Village President

Date: _____

EIN: 36-344049
(If an EIN is not available, please attach W-9.)

APPENDIX A—SCOPE OF WORK

The Student Intern shall be responsible for fulfilling the duties outlined in the attached job description.

**Village of Gilberts
Classification Description**

Classification Title:	Administrative Intern	Department:	Administration
Wages/Salary:	Hourly	FLSA:	Yes (part-time)
Reports To:	Village Administrator	Emergency Response:	No

Purpose of Classification

The purpose of position in this classification is to assist the Village Administrator in day-to-day operations of the Village by providing professional, confidential and strategic review, analysis and recommendations regarding administrative and special projects. This entry-level, part-time position is intended to provide practical professional experience for an individual working toward completion of a graduate degree in public administration or related field. The work is performed under the supervision of the Village Administrator with occasional direction provided by Village Department Heads as assigned.

Essential Duties and Responsibilities

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Assists the Village Administrator with day-to-day operations and management of the municipality, including the preparation, review and use of confidential information.
2. Performs studies, provides analysis, and prepares recommendations for the Village Administrator on routine and special projects as assigned; may also include research and presentation of findings to the Village Board, the Economic Development Committee, the Plan Commission, or other public bodies.
3. Assists in the development of short and long range plans; gathers, interprets and prepares data for studies, reports and recommendations; contacts citizens, agencies or groups to gather and disseminate information.
4. Assists with staff support of Village committees as assigned; serves as staff liaison to other organizations as assigned.
5. Researches, analyzes, prepares and disseminates statistical and descriptive information in support of the Village's economic development efforts; communicates periodically with developers, property owners, businesses, nonprofit organizations, consultants and the public regarding development policies, recommendations, and comments; prepares support/promotional materials.

6. Assists in drafting administrative policies, ordinances, resolutions, proclamations, and special presentations.
7. Works with all departments in the implementation of the Strategic Plan, the Comprehensive Plan, and other policies, as well as development and coordination of future updates to plans and policies.
8. Assists with the implementation and management of the Village's computer, GIS, mapping, website and other electronic resources.
9. Assists with the identification of grant/funding opportunities and preparation of grant applications.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this classification and may also be performed by other unit members.

1. Assists with managing public contacts; answers and routes phone calls, emails and other messages; greets and directs visitors.
2. Assists with filing, organization and records management.
3. Assists other departments as needed.
4. Performs other duties as assigned.

Minimum Education, Training and Experience Required to Perform Essential Job Functions

1. Bachelor's Degree from an accredited four-year college or University in Public Administration or a related field, or any combination of education, training and experience that provides the required knowledge, skills and abilities to perform the essential job functions and additional tasks and responsibilities.
2. A valid driver's license and a good driving record are required.
3. Ability to maintain and upgrade professional knowledge, skills and development by attending seminars and training programs, and by continuing satisfactory progress toward a graduate degree in Public Administration from an accredited college or university.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

1. Ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing established criteria to define consequences and develop alternatives.
2. Ability to provide guidance, assistance and/or interpretation to others, such as co-workers and the public, on how to apply policies, procedures and standards to specific situations within established parameters.
3. Ability to utilize a wide variety of advisory descriptive and inferential data and information such as development plans, Census data, written and oral reports, invoices, billing statements, public records, internet sources, correspondence and operating manuals.
4. Ability to communicate effectively orally and in writing, in person and by telephone, email, fax or other means, with Village personnel, elected officials, vendors, consultants, public agencies, and the public.

Mathematical Ability

1. Ability to add, subtract, multiply, divide, and calculate percentages, ratios and proportions.
2. Ability to apply algebraic and trigonometric formulas using standard spreadsheet computer software.
3. Ability to interpret inferential statistical reports and/or formulation and equation data.
4. Ability to perform mathematical operations with fractions and decimals.

Judgment and Situational Reasoning Ability

1. Ability to apply functional reasoning in synthesizing information and performing functions involving work with some choice of action.
2. Ability to interpret instructions furnished in written, oral, diagrammatic or schedule form.
3. Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information and the performance of a variety of duties which may be subject to frequent change.
4. Ability to recognize, maintain and use confidential information with discretion.

Physical Requirements

1. Ability to operate a variety of office equipment including computer, typewriter, telephone, fax machine, calculator/adding machine, cash register and photocopier.
2. Ability to coordinate eyes, hands, feet and limbs in performing movements requiring moderate skill, including typing and filing.
3. Ability to exert light physical effort in sedentary to light work, including the ability to frequently lift and/or move up to 25 pounds.
4. Ability to recognize and identify similarities or differences between characteristics of shapes and sounds associated with job related objects, materials and tasks.

Environmental Adaptability

1. Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use, irate individuals, and intimidation may cause discomfort and poses very limited risk of injury.

Village Policies

1. This position is subject to all provisions of the Village of Gilberts Personnel Manual, including any and all supplemental policies adopted by the Village President and Trustees and the Village Administrator.
2. The Village of Gilberts endeavors to be in compliance with the Drug Free Work Place Act. To this end, this position is required to submit to drug and alcohol testing pursuant to the Village of Gilberts Personnel Manual.
3. The Village of Gilberts is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Impact Fee Language Survey within Community Unit School District 300

School District 300 applies a district wide uniform tax rate on residential property.

For 2012 the rate was 4.600626

For 2013 the rate was 5.513796

Examples of land/cash donations by developers contribution language used by surrounding communities.

Algonquin

22.09 LAND AND CASH DONATIONS BY DEVELOPERS *Amended, Ord. 02-O-41*

The cash contribution in lieu of park and recreation land dedication shall be held in trust by the Village or other public body designated by the Village and shall be used solely for the acquisition of park and recreation land as classified above, which will be available to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of other existing local park and recreation lands that already serve such needs or for any other lawful park purpose or for any park purpose agreed to by the developer/subdivider at the time of platting.

Carpentersville

17.16.040 Criteria for requiring a contribution in lieu of park and school sites.

A. Where the development is small and the resulting site is too small to be practical or when the available land is inappropriate for park and recreational purposes or a school site, the village shall require the developer to pay a cash contribution in lieu of land dedication required. The cash contribution in lieu of park and recreation land dedication shall be held by the village and forwarded semi-annually (January 1st and July 1st) to the park district to be used solely for the acquisition of park and recreation land as hereinbefore classified, to serve the immediate or future needs of the residents of that subdivision of development, or for the improvement of other existing local park and recreational land which already served such needs.

B. The cash contribution in lieu of school sites shall be collected by the village and forwarded semi-annually (January 1st and July 1st) to the school district to be used solely for use in the acquisition of land for a school site to serve the immediate or future needs of children from that subdivision or development, or for the improvement to any existing school site which already serves such needs, but not for the construction of any school buildings or additions thereto.

East Dundee

§ 155.072 CRITERIA FOR REQUIRING A CONTRIBUTION IN LIEU OF PARK AND SCHOOL SITES.

(A) Where a development is small and the resulting site is too small to be practical or when the available land is inappropriate for park and recreational purposes or school site, the village shall require the subdivider or developer to pay a cash contribution in lieu of land dedication required.

(B) The cash contributions in lieu of park and recreation land dedication or school site dedication shall be held by the village and forwarded semi-annually (January 1 and July 1) to the school district or the park district, as appropriate, to be used in the acquisition or development of land for a park site or a school site or for the improvement to any existing park site or school site.

(C) Contribution fees paid pursuant to this chapter shall be restricted to use solely and exclusively for paying the cost of public facilities and capital improvements, or for other improvements at the discretion of the Village Board, within the village, whether payment is made directly therefore, or as a pledge against bonds, revenue certificates, or other obligations of indebtedness.

Lake In the Hills

6-3 CRITERIA FOR REQUIRING A CONTRIBUTION IN LIEU OF PARK AND SCHOOL SITES.

When the development is small and the resulting site is too small to be practical or when the available land is inappropriate for park and recreational purposes or a school site, the Village, with the concurrence of the affected district, shall require the subdivider or developer to pay a cash contribution in lieu of the land dedication. The cash contribution in lieu of park and recreation land dedication shall be held in trust by the Village or other public body designated by the Village and shall be used solely for the acquisition of park and recreation land as classified above, which will be available to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of other existing local park and recreation land that already serve such needs or for any other lawful park purpose or for any park purpose agreed to by the subdivider or developer at the time of platting. The cash contributions in lieu of school sites shall be paid directly to the school district in which the property is located and shall be used for the acquisition of land for a school site to serve the immediate or future needs of children from that subdivision or development or for the improvement to any existing school site that already serves such needs, and for the construction of school buildings or additions thereto in accordance with Public Act 93-0330 and by agreement with the subdivider or developer in accordance with Section 6-11 of this ordinance. If any portion of a cash contribution in lieu of park and recreation land dedication or dedication of school sites is not expended for the purposes set forth herein within 13 years from the date of receipt, it shall be refunded to the record owner of the subdivided land at the time of the refund. If there is more than one record owner of the subdivision land or of the land that comprises the planned unit development, as applicable, such record owners shall share in the refund on a pro-rata basis using the latest assessed valuation for all such land.

Pingree Grove

12-5-4: CRITERIA FOR CONTRIBUTION IN LIEU OF PARK AND SCHOOL SITES

Where the development is small and the resulting site is too small to be practical or when the available land is inappropriate for park and recreational purposes or a school site, the village shall require the subdivider or developer to pay a cash contribution in lieu of the land dedication required. The cash contribution in lieu of park and recreation land dedication shall be held in trust by the village, solely for the acquisition of park and recreation land as

hereinbefore classified, which will be available to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of other existing local park and recreation land which already serves such needs. The cash contribution in lieu of school sites shall be held in trust by the village or other public body designated by the village solely for use in the acquisition of land for a school site to serve the immediate or future needs of children from that subdivision or development, or for the improvements to any existing school site which already serves such needs, or for the construction of any school buildings or additions thereto. If any portion of a cash contribution in lieu of park and recreation land dedication or cash contribution in lieu of school site is not expended for the purposes set forth herein within ten (10) years from the date of receipt, it shall be refunded to the developer who made such contribution, upon receipt of a written demand by said developer.

Sleepy Hollow

9-4-4: CRITERIA FOR REQUIRING A CONTRIBUTION IN LIEU OF PARK AND SCHOOL SITES:

Where the development is small and the resulting site is too small to be practical, or when the available land is inappropriate for park and recreational purposes or a school site, the village shall require the subdivider or developer to pay a cash contribution in lieu of land dedication required. The cash contribution shall be held by the village to be used solely for the acquisition of park and recreational land as hereinbefore classified to serve the immediate or future needs of the residents of that subdivision or development, or the improvement of other existing local parks and recreational land which already serves such need. The cash contributions in lieu of school sites shall be collected by the village and forwarded semiannually (January 1 and July 1) to the school district to be used solely for the use in the acquisition of land for a school site to serve immediate or future needs of children from that subdivision or development, or for the improvement to any existing school site which already serves such needs, but not for the construction of any school buildings or additions thereto. (Ord. 2-8-A3-2, 4-17-1978)

West Dundee Village Code 11-7-3

As a condition of approval of a final plat of subdivision or of a final plat of a planned unit development, each subdivider or developer shall be required to dedicate land for park, recreational, school, municipal, and library purposes to serve the immediate and future needs of the residents of the development...

Section 11-7-3 (A-2) . The cash contributions in lieu of school sites shall be held in trust by the village or other public body designated by the village and shall be used solely for the acquisition of land for school sites to serve the immediate or future needs of children from that subdivision or development or for the improvement to any existing school site that already serves such needs, but not for the construction of school buildings or additions thereto unless agreed to otherwise by the subdivider or developer at the time of platting.