

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 37-13

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator *RK*

DATE: June 28, 2013

RE: Village Board Meeting – July 2, 2013

The following summary discusses the agenda items for the Village Board meeting scheduled for July 2, 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 June 18, 2013 Village Board Meeting

Please review the enclosed minutes from the June 18 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 July 2, 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.

C. Motion to approve Proclamation 03-2013, a Proclamation recognizing the Citizens Emergency Response Team for their service and dedication to the community

Approval of this proclamation recognizes CERT members for their service to Gilberts.

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

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

D. Motion to approve Ordinance 18-2013, an Ordinance authorizing the Disposal of Personal Property Owned by the Village of Gilberts

Staff recommend approval of this ordinance authorizing the disposal of squad car G-7, a 2005 Ford Crown Victoria with 124,242 miles. The vehicle was replaced by the new squad car purchased this fiscal year and is no longer needed. Staff anticipate working with an auction service to dispose of the vehicle. Please contact Chief Steve Williams with any questions about the vehicle to be disposed.

E. Motion to approve Resolution 17-2013, a Resolution authorizing an Intergovernmental Agreement with the County of Kane for Animal Control Services

Staff recommend approval of this intergovernmental agreement with Kane County for continued availability of their animal control services. A team from the Metro West Council of Governments, on the behalf of its member municipalities, negotiated a new contract with Kane County to replace the previous contract that was negotiated in 2008. The new agreement is for a one year term with two one-year optional renewal terms. The new rates are significantly lower than what was previously charged and broken down into more specific services, as many communities were encouraged to make alternative arrangements due to the County's rates. The per-animal pickup cost was reduced from \$100 to \$25 and the animal boarding was reduced from \$200 to \$10/day with a maximum charge of \$70. The agreement also outlines specific charges for vaccinations, euthanasia, and pickups resulting from evictions or foreclosures.

While the Village has not had many animal control incidents over the past few years, Staff recommend retaining the option of using the County's services should the need arise. Please contact me or Chief Steve Williams with any questions about the contract or animal control services.

5. ITEMS FOR APPROVAL

There are no new items submitted for Board approval, except any items that may be removed from the Consent Agenda.

6. ITEMS FOR DISCUSSION

Please contact me or President Zirk if there are any topics to be added for discussion at this 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
July 2, 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 HEARING**
 - A. Establishment of Special Service Area Number 23-Southwest Corner of Illinois Route 72 and Tyrrell Road, Gilberts, Illinois, and commonly referred to as Prairie Business Park
- 4. PUBLIC COMMENT**
- 5. CONSENT AGENDA**
 - A. A Motion to approve Minutes from the June 18, 2013 Village Board Meeting
 - B. A Motion to approve Bills and Salaries dated July 2, 2013
 - C. A Motion to approve Proclamation 03-2013, a Proclamation recognizing the Citizens Emergency Response Team for their service and dedication to the community
 - D. A Motion to approve Ordinance 18-2013, an Ordinance authorizing the Disposal of Personal Property Owned by the Village of Gilberts
 - E. A Motion to approve Resolution 17-2013, a Resolution authorizing an Intergovernmental Agreement with the County of Kane for Animal Control Services
- 6. ITEMS FOR APPROVAL**
- 7. ITEMS FOR DISCUSSION**
- 8. STAFF REPORTS**
- 9. BOARD OF TRUSTEE 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 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.
- 12. ADJOURNMENT**

Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Village Board Meeting Minutes
June 18, 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, Farrell, Hacker and President Zirk. Others present: Administrator Keller, Finance Director Blocker, Chief Building Inspector Swedberg, Assistant Village Administrator Beith, and Village Clerk Meadows.

Presentation

Prairie Valley Family YMCA

Director and CEO of the Campanelli YMCA, Dr. Gary Bublitz along with Gilberts Branch Director of Operations, Jennifer Alberts were both in attendance to provide the Board Members with an update on the status of the Gilberts' YMCA programming and membership census.

Dr. Bublitz discussed the Gilberts YMCA programming census numbers. He reported that in 2013 all of the programs had seen an increase in the participation numbers.

Dr. Bublitz commented on the YMCA's two recent surveys that were included in the Village newsletters. He noted that the first survey was to inquire if the residents would be interested in a YMCA Preschool program now that the Gilberts Elementary School has cancelled their program. He noted that they only received 15 interested responses to their survey.

Dr. Bublitz reported during their process of ascertaining information on the implementation of licensing a pre-school program they were informed by the Department of Children and Family Services that in order to comply with space need requirements the 50 Industrial Drive facility will support 20 children.

Dr. Bublitz commented on the support the YMCA provides to the Gilberts area. He noted that they sponsor the Village's annual hay ride and provide support staff for the Village's special events. In addition, they provide \$5,000 annually to the Gilberts Elementary School for use of the facility for their afterschool child care and sports programs. In addition, the YMCA donates money towards the playground and basketball backboards located in the school gymnasium. Dr. Bublitz reported that the YMCA also offers a scholarship fund which provides financial assistant for those in need. They have awarded 685.00 in 2012 and 418.50 in 2013.

Dr. Bublitz reported that two years ago the YMCA was awarded a grant from DCEO in the amount of \$100,000. The grant is restricted to the Village of Gilberts YMCA branch. However, the grant also requires the YMCA to have a facility located within the Village limits with a 15 year lease. At this time the YMCA does not have a facility within the Village limits with a 15 year lease. Nor do they believe that currently this type of facility would be sustainable. DECO has indicated the funds could be reprogrammed to the Taylor Branch if the YMCA would provide evidence of support from the County Board Chairman Lauzen, Senator McConnaughay and the Village of Gilberts. He reported that he had spoken with Senator McConnaughay and she had no problem supporting the request if County Board Chairman Lauzen and the Village of Gilberts were also supportive of reprogramming the funds.

Trustee Zambetti expressed concerns with request to the reallocation of grant funds. He noted that in the YMCA's census data there are only 100 residents participating directly at the Taylor YMCA branch. However, there are 640 residents that are participating in the Gilberts YMCA programs.

Trustee LeClerc questioned why the original grant application was written in such a restrictive manner. Dr. Bublitz reported that he was not involved in writing the original grant and was unable to respond to the question.

Trustee Mierisch commented on the fact that currently there are a lot of areas within the village limits being developed. Director of Operations Alberts agreed. However, she noted that it is not only the leasing cost there is the operational cost that would be unsubstantial at this time. Director of Operations Alberts stated that in her opinion it will take seven to eight years for the Gilberts YMCA programs to grow and generate the amount of revenue required to support and maintain a facility. Director of Operations Alberts went on to express her disappointment with receiving only twenty responses from the Village wide survey. Trustee Mierisch agreed, she is also very disappointed with the lack of input from the residents.

There was some discussion with respect to previous grants awarded to the Village. However, the funds were never received.

The Board Members discussed ways in which they could feel confident that the grant would be allocated to the Taylor and Gilberts branches and not redistributed to the Campanelli branch. Dr. Bublitz stated the YMCA Board Members are honest and committed to providing services to Gilberts. They would do their due diligence to ensure funds were also allocated to Gilberts YMCA programs. The Board Members inquired what would happen to the grant funds if they did not support the reprogramming of the funds. Dr. Bublitz stated that the funds would go back to the state. Trustee Zambetti expressed his concern with allowing the funds to be returned to the state.

Dr. Bublitz commented on the fact by having the funds redirected to the Taylor Branch this action would allow for other funds to support programming and facility improvements in Gilberts. He noted one example would be to complete the Frisbee Golf Park.

Trustee Mierisch inquired if the Village was to support the reallocation of the grant funds would the action have any impact on other grant opportunities. Administrator Keller replied that each grant application is independent of other grant applications.

Trustee Mierisch also agreed. She did not want to see the grant funds returned to the state. Trustee LeClercq agreed with Trustee Mierisch. Trustee Mierisch stated she would like to have a document stating how the grant funds will be allocated. Trustee Hacker was comfortable with the grant funds being reprogrammed as long as some of the funds were allocated to support Gilberts' programs. In addition, he would also like to have a document noting how the funds will be allocated.

Staff will work with the YMCA to draft an agreement documenting the reallocation of the grant funds.

Public Comment

Resident Juan Gonzales who resides at 140 Reston addressed the Board. Mr. Gonzales stated that he and his family moved into their residence in Gilberts Town Center last November. He has three small children and was in the process of having a fence installed on his property. Mr. Gonzales reported that both the HOA and the building department had approved the fence plans. However, upon the post holes inspection Chief Building Inspector Swedberg stopped work and informed him the board on board fence was not in compliance with the amended annexation and development agreement. He realized after the original approval that the amended annexation and development agreement restricted this type of fencing materials on lots 123-160. Lots 123-160 are restricted to the use of black wrought iron or aluminum fences. Mr. Gonzales realized the fact that everyone makes mistakes and he was very gracious and understanding. However, he had paid his contractor a deposit and is uncertain if his contractor will refund his down payment.

President Zirk provided Mr. Gonzales with a brief history on the Ryland and Plote's annexation and development agreement amendment process. He noted that the fence restriction was a compromise to provide the duplex section of the development to maintain its original character.

President Zirk expressed his sympathy with Mr. Gonzales' situation. He noted that the Village procedurally had two options. The Village could choose not to enforce the fence restriction or Mr. Gonzales could apply for a hardship variance.

Trustee Mierisch expressed concerns with respect to Ryland Homes not providing home buyers with the information about various restrictions associated with their deeds. She noted that Ryland agreed to provide home buyers with a letter of awareness. Trustee Mierisch also expressed concerns that the HOA was unaware of the restrictions.

President Zirk stated that in his opinion this matter is a Ryland issue and should be resolved by Ryland. Trustee Mierisch agreed. Trustee Mierisch asked Mr. Gonzales if Ryland had provided him with any correspondence referencing the lot restrictions. Mr. Gonzales replied no not to his knowledge. She noted that if Ryland is not providing home buyers with letters of awareness then situations similar to this should be corrected by Ryland. Trustee Mierisch would like to have a resolution for Mr. Gonzales by the end of next week.

Attorney Tappendorf questioned if Ryland had amended the CCR's to reflect the recorded amended annexation and development agreement.

Trustee LeClercq suggested the Village refund Mr. Gonzales building permit fees. Trustee Mierisch sympathized with Mr. Gonzales' situation.

Staff will contact Ryland to inform them of the concern and also see what type of disclosure documents they are providing the home buyers. Staff will keep the Board Members apprised of the situation as it develops.

Consent Agenda

- A. A Motion to approve Minutes from the June 4, 2013 Village Board Meeting**
- B. A Motion to approve the May 2013 Treasurer's Report**
- C. A Motion to approve Bills and Salaries dated June 18, 2013 as follows: General Fund \$66,902.01, Permit Pass Thrus \$1,672.50, Performance Bonds and Escrows \$3,108.75, Water Fund \$84,226.42**
- D. A Motion to approve Ordinance 17-2013, an Ordinance Adopting Prevailing Wage Rates to be paid to laborers, Mechanics and other Workers Performing Construction of Public Works in the Village of Gilberts, Kane County Illinois**
- E. A Motion to approve Resolution 15-2013, a Resolution authorizing an agreement between the Village of Gilberts and AID to provide transit service to residents with disabilities in the amount not to exceed \$500.00**
- F. A Motion to approve Resolution 16-2013, a Resolution approving the Executive Session Meeting Minutes**
- G. A Motion to ratify a separation agreement dated July 1, 2013**

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

Items for Approval

There were no items listed under the title "Items for Approval".

Items for Discussion

School Impact Fees Loan Repayment

Attorney Tappendorf discussed various ways in which the Board could calculate school impact fees. The current UDO impact fee formula could be amended to reflect the Board's recommendation to either decrease or increase the rate. However, the majority of the impact fees are implemented through the annexation and development agreements.

Attorney Tappendorf commented on an option in which the Board Members can place limits on what the school district could use the collected impact fees on.

A lengthy discussion ensued with respect to the Naperville Study. This study is the formula that most communities use to calculate impact fees.

The Board Members agreed the draft UDO should contain stronger language addressing how impact fees are allocated within the Village limits.

Staff Reports

President Zirk reported that Stacey owner of Four Legged Pets has informed him that her facility has become a dumping ground for stray or unwanted dogs. Stacey has inquired if the Village would consider compensating her for the expense of providing food and shelter to the stray animals. Staff will discuss this matter with Chief Williams as this solution may be more cost effective than contracting with the county.

Chief Building Inspector Swedberg reported that several residents are not maintaining their culverts as required per Ordinance. He was looking for direction from the Board. The Board Members directed Chief Building Inspector Swedberg to enforce the code.

Finance Director Blocker provided the Board Members with an update on the audit. She reported that the audit went well and that they finished reviewing the financial documents two days ahead of schedule.

Village Board
Meeting Minutes
June 18, 2013
Page 6

Chief Building Inspector Swedberg reported on the Public Works activities. He went on to comment on the tree replacement program. President Zirk recommended staff amend the policy to include a not to exceed amount. Trustee Mierisch inquired if the HOAs are permitted to participate in the program. Chief Building Inspector Swedberg reported that the program's intent is to replace dead trees in the parkways adjacent to residential properties.

Chief Building Inspector Swedberg reported that the water intern position interviewing process was underway. To date they have interviewed some strong candidates.

Assistant Village Administrator Beith reported that he and Chief Williams had met with representatives of the True Patriots Care Foundation to discuss details of their upcoming August event.

Trustees Reports

Trustee Zambetti inquired about the status of AT&T construction work and when they plan on restoring the sites. Chief Building Inspector Swedberg replied they will be restoring the various construction sites as soon as they completed all the work.

Trustee Hacker requested that the YMCA provide a detail report on how they plan to allocate the \$100,000 grant funds. Administrator Keller replied he will work with the YMCA in drafting an agreement that includes details on how the grant funds will be allocated.

President's report

President Zirk had nothing to report at this time.

Adjournment

There being no further business to discuss, a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to adjourn from the public meeting at 9:14 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 THRU	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
	GRAND TOTAL	182,984.15	75,038.17	-	600.00	1,224.81	46,121.97	59,998.20
	PAYROLL 06/18 - 06/29	59,998.20						59,998.20
	Bills Added After Packets:							
AMERIDRM	AMERIDREAM FENCE & DECK	87.00				87.00		
AZAVAR01	AZAVAR AUDIT SOLUTIONS	2.44	2.44					
CHIC001	CHICAGO COMMUNICATIONS	124.00	124.00					
COM003	COMMONWEALTH EDISON	69.13	69.13					
CONSTELL	CONSTELLATION NEWENERGY	8,719.58	178.11				6,543.47	
MANALY01	MCHENRY ANALYTICAL WATER	318.00					318.00	
MEN002	MENARDS CARPENTERSVILLE	55.75	9.32				46.43	
NEX001	NEXUS OFFICE SYSTEMS	109.75	109.75					
NPA001	NOTARY PUBLIC ASSOCIATION	49.00	49.00					
PETRO001	PETROLIANCE	3,742.39					3,742.39	
T0001292	ROCK SOLID BUILDERS	29.00				29.00		
T0001581	DANIEL GORAY	58.00				58.00		
T0001583	MARIE O'CONNOR	73.00	73.00					
T0001584	KATLYN LISTON	58.00				58.00		
T0001585	CHARLENE WILKE	58.00				58.00		
USABLUE	USA BLUEBOOK	320.91					320.91	
VERIZ01	VERIZON WIRELESS	457.86	318.27				139.59	
ACE002	ACE COFFEE BAR INC.	15.50	15.50					
AT&TUV01	AT&T U-VERSE	80.00	80.00					
B&W001	BAXTER & WOODMAN, INC.	13,710.62	1,908.31		800.00	934.81	10,287.50	
BATT001	BATTERIES PLUS	459.00	459.00					
CALLONE	CALL ONE	1,211.55	935.40				276.15	
CAN01	CANON FINANCIAL SERVICES, INC.	1,217.04	1,107.04				110.00	
CHESTAWN	CHESTERFIELD AWNING CO	2,500.00	2,500.00					
CLARKE02	CLARKE ENVIRONMENTAL MOSQUITO	1,424.00	1,424.00					
COM003	COMMONWEALTH EDISON	80.08	80.08					
EXXON01	WRIGHT EXPRESS FSC	6,417.44	6,040.05				377.39	
FOX003	FOX VALLEY FIRE AND SAFETY	578.20	578.20					
GPPF01	GILBERTS POLICE PENSION FUND	37,230.95	37,230.95					
HEL001	RALPH HELM, INC	26.62	26.62					
ILEPA01	IL EPA BUREAU OF WATER #15	18,500.00	1,000.00				17,500.00	
ILL002	IL DEPT OF EMPLOYMENT SECURITY	2,667.19	2,667.19					
IML001	ILLINOIS MUNICIPAL LEAGUE	30.00	30.00					

A Proclamation Recognizing the Citizens Emergency Response Team

WHEREAS, it is most fitting that the Village Board along with the Village of Gilberts' Police Department recognize the Citizens Emergency Response Team Members for their continued commitment to maintain public safety, work to improve the quality of life in our community; and educate our citizens; and

WHEREAS, The Citizens Emergency Response Team Members continue to support and participate in the Village of Gilberts Special Events and provide public safety, and education to those in attendance; and

NOW, THEREFORE, I, Rick Zirk, Village President on behalf of the Village of Gilberts feels that it is altogether fitting and proper to honor the Village of Gilberts Citizens Emergency Response Team Members and publicly thank and officially recognize them for their selfless assistance to their community.

Given under my hand and the Executive Seal of the Village of Gilberts, this _____ day of _____, 2013.

Rick Zirk, Village President

Attest: _____

Debra Meadows, Village Clerk

VILLAGE OF GILBERTS

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF
PERSONAL PROPERTY OWNED BY THE VILLAGE OF GILBERTS**

WHEREAS, it is the opinion of the corporate authorities of the Village of Gilberts that it is no longer necessary, useful, or in the best interest of the Village to retain ownership of the personal property described in this Ordinance; and

WHEREAS, the Village of Gilberts finds and determines that it will dispose of the personal property in a manner described in this Ordinance;

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: **Disposal of Surplus Property.** The President and Trustees find that the personal property described in Exhibit A attached to this Ordinance (“Surplus Property”) is no longer necessary or useful to the Village and that the Police Department for the Village of Gilberts is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the Village. The Surplus Property shall be sold or disposed of in an “as is” condition.

Section 3: Each section, paragraph, sentence, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, other than the part affected by such decision.

Section 4: Upon its passage and approval according to law, this Ordinance shall, by authority of the Board of Trustees, be published in pamphlet form. Publication date: ____.
Effective date: ____.

Section 5: This Ordinance shall take effect upon its passage and approval according to law.

PASSED BY THE BOARD OF TRUSTEES this ____ day of _____, 2013 by roll call vote as follows:

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

Village President, Rick Zirk

(SEAL)

ATTEST:

Debra Meadows, Village Clerk

Exhibit A

Squad Car-G-7

Year 2005

Make-Ford

Model-Crown Vic

Identification# 2FAFP71W95X156974

Mileage-124,242

Exhibit 'B'

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO.
2FAFP71W95X156974
2FAFP71W95X156974

YEAR
2005

MAKE
FORD

MODEL
CROWN VIC POLICE

BODY STYLE
4 DOOR

TITLE NO.
X5280109022

DATE ISSUED
10/07/05

ODOMETER
2
2

CCM

PURCHASED
NEW

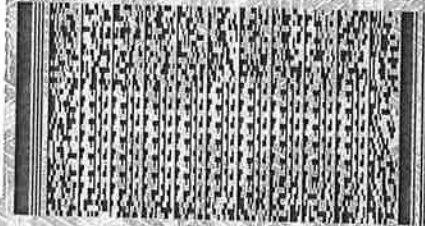
PURCHASE DATE
07/22/05

MAILING ADDRESS

MOBILE HOME SQ. FT.

TYPE OF TITLE
ORIGINAL

VILLAGE OF GILBERTS POLICE DEPT
86 RAILROAD ST
GILBERTS IL 60136-6966



LEGEND(S)

ACTUAL MILEAGE

OWNER(S) NAME AND ADDRESS

VILLAGE OF GILBERTS POLICE DEPT
86 RAILROAD ST
GILBERTS IL 60136-6966

FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The holder of Lien on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Firm Name

By

Signature of Authorized Agent

Date

Firm Name

By

Signature of Authorized Agent

Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.

Secured Party

Address

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING

NO TENTHS

- 1. The mileage stated is in excess of its mechanical limits.
- 2. The odometer reading is not the actual mileage.

WARNING-ODOMETER DISCREPANCY

If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair market value unless this document is accompanied by a salvage application.

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

I am aware of the above odometer certification made by seller.

DATE OF SALE

Signature(s) of Buyer(s)

Printed Name

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any. IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS, AT SPRINGFIELD.

D39256292

CONTROL NO.

Jesse White
JESSE WHITE, Secretary of State

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

RESOLUTION

VILLAGE OF GILBERTS

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

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an intergovernmental agreement between the Village of Gilberts and Kane County, Illinois for animal control services. The agreement is attached hereto and made part hereof as Exhibit A as approved.

Section 2:

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

Passed this ____ day of April, 2013 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 Lou Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS ____ DAY OF April , 2013

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

AGREEMENT FOR ANIMAL CONTROL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10, Service Provision Subject to Shelter Capacity.

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

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

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

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

If to Kane County:

County of Kane

Kane County Government Center

719 South Batavia Avenue - Building A - 2nd Floor

Geneva, IL 60134

Attention: County Board Chairman

With a copy to:

Animal Control Administrator

County of Kane

4060 Keslinger

Geneva, IL 60134

With a copy to:

States Attorney, Chief of the Civil Division

100 South Third Street, 4th Floor

Geneva, IL 50134

If to the Municipality:

Village of Gilberts

87 Galligan Road

Gilberts, IL 60136

Attention: Village Clerk

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

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

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

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

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

COUNTY OF KANE

By: _____

Christopher Lauzen
County Board Chairman

ATTEST: _____

John A. Cunningham
Kane County Clerk

VILLAGE OF GILBERTS

By: _____

Rick Zirk
President

ATTEST: _____

Debra Meadows
Village Clerk

Exhibit A
Kane County Fee Schedule for Municipalities

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