

Closet

Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, IL 60136
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Village Administrator Memorandum 19-11

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator *PK*

DATE: February 23, 2011

RE: Village Board Meeting – March 1, 2011

The following summary discusses the agenda items for the Village Board meeting scheduled for March 1, 2011:

1. CALL TO ORDER

2. ROLL CALL / ESTABLISH QUORUM

3. EMPLOYEE INTRODUCTION

A. Utilities Technician

Randy Vargas will be introduced as the Village's new Utilities Technician, who began his employment with the Village on February 22.

4. PUBLIC COMMENT AND DISCUSSION

5. CONSENT AGENDA

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

A. Motion to approve Minutes for the February 15, 2011 Village Board meeting

Please review the enclosed minutes, which were not previously reviewed at a Committee of the Whole meeting. Please contact Staff prior to the meeting with any corrections or questions. Staff recommend approval.

B. Motion to approve the Bills and Salaries dated March 1, 2011

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 Resolution 11-2011, A Resolution supporting the Appropriate Conservation Measures Managing Chronic Wasting Disease among the Deer Population

Approval of this resolution would express the Village's support for a proposal by the Kane County Forest Preserve District to cull no more than twenty (20) deer from the District's preserves. This approach is in response to an Illinois Department of Natural Resources proposal to cull ninety (90) deer to combat Chronic Wasting Disease among the County's deer population. The Forest Preserve and area residents, led by Rich and Char Carlsen, believe that the IDNR's proposal is based on an overestimation of the overall size of the deer population. They have requested the Village's support of the more moderate conservation measure. Staff recommend approval.

6. ITEMS FOR APPROVAL

A. A motion to approve Resolution 08-2011, a Resolution authorizing an agreement between the Village of Gilberts and Lauterbach & Amen, LLP to provide professional audit services for Fiscal Years 2011 and 2012

Approval of this resolution would authorize an agreement with Lauterbach & Amen LLP to complete the comprehensive annual financial reports (CAFRs) for Fiscal Years 2011 and 2012, with options for two additional years. The Village received four proposals in response to its RFP, including incumbent auditor Sikich LLC. Lauterbach offered the lowest cost option of \$16,100 and \$16,430 respectively for the first two years. These costs are inclusive of additional services required for the TIF fund and the Police Pension fund. The proposal also includes free training seminars for staff and an option to help the Village secure Government Finance Officers Association (GFOA) Certificate of Achievement status. Staff recommend approval.

B. A motion to approve Resolution 09-2011, a Resolution approving the Police Pension Contribution for the Year Ending April 30, 2011 in the amount of \$74,250

Approval of this resolution would affirm the Village's contribution of \$74,250 to the Police Pension Fund, which was required by the Actuarial Valuation report prepared by actuary Timothy W. Sharpe. Though this amount was reflected in the ordinances establishing this year's property tax levy, the pension board attorney requested that the Village Board approve a separate resolution affirming the contribution. Upon receiving the property tax receipts, the Village will fully fund its actuarially-required obligation to the pension fund. Staff recommend approval.

C. A motion to approve Resolution 10-2011, a Resolution authorizing an agreement between the Village of Gilberts and MDC to provide residential waste hauling services

Staff recommend approval of the resolution authorizing an agreement with MDC Environmental Services to provide residential refuse, recycling and yard waste collection for next five years, starting on May 1, 2011. MDC provided the lowest-cost alternative of eight responses to the Village's RFP. MDC's proposal established a starting monthly rate of \$17.85 per household, inclusive of refuse and recycling totes, with 3% annual rate increases through the end of the agreement on April 30, 2016. Staff secured positive reference checks and also met with MDC representatives to outline transition timelines and expectations.

In addition to providing refuse collection services, the agreement will yield the following benefits, as required by the RFP:

- MDC will pay a 5% franchise fee back to the Village, which is included in the contractor's rate. Assuming 2,160 households to be served, the Village anticipates collecting \$23,134 in the first year, which Staff recommend dedicating toward the Capital Equipment Fund in FY 2013.
- Community Events and Parks: MDC will provide refuse toters, portable toilets and hand washing stations for the Easter Egg Hunt, Community Days and the Fall Bonfire. They will also provide toters, toilets and washing stations at Waitcus, Memorial and Town Center Parks from April 1 through October 31 to accommodate the YMCA's, the Grizzlies' and the Renegades' programs. This benefit will save the Village approximately \$3,500, based on last year's rental costs.
- Recycling Proceeds: The RFP called for the contractor to share 50% of its gross profits from the sale of recyclable material collected in the Village. According to both Allied and MDC, the recyclable materials market has been severely depressed for the past couple of years, resulting in net losses for this service (i.e. cost of hauling/disposal > revenue from sale of materials). Staff do not anticipate any new revenue from this source in the near term, but MDC will be required to provide bimonthly reports and the proceeds from their sale, allowing the Village to monitor the situation.

If approved, Staff will work with MDC to facilitate the transition process, which will include switching toters from Allied's to MDC's. Staff will provide residents and update the Board on the timeline and process for completing the transition.

D. A motion to approve Ordinance 03-2011, an Ordinance amending the Village of Gilberts Code Section 8.7 "Refuse Collection and Disposal" and Section 14 Concerning Fees

Approval of this ordinance would amend the Village Code to establish a new license for garbage collectors serving nonresidential users in the community. The new garbage contract with MDC is limited to serving residential customers only, allowing nonresidential users to freedom to make their own arrangements for refuse removal. The new license provides a mechanism for the Village to monitor the performance of refuse collection companies operating within the Village. The license would:

- require an annual license fee of \$200.00;
- prohibit garbage collection on holidays or before 6 a.m. in nonresidential areas, or 8 a.m. if the nonresidential area is adjacent to a residential area;
- require collectors to carry liability insurance, and
- require collectors to clean up any spills, missed pickups, etc.

The ordinance also establishes the garbage pickup fees for each residential user, payable to the Village to coincide with our bimonthly water billing schedule. The fee schedule is set up to cover the next five years at the following rates:

As of May 1, 2011:	\$23.00 per household per month
As of May 1, 2012:	\$24.00 per household per month
As of May 1, 2013:	\$24.00 per household per month
As of May 1, 2014:	\$25.00 per household per month
As of May 1, 2015:	\$26.00 per household per month

As discussed previously, this user fee is based on the actual cost of MDC's residential refuse collection services plus a \$5.00 administrative charge, rounded up to the nearest whole dollar. This rate structure would allow the Village to cover its costs as well as set aside funds to replace revenues from the vehicle sticker program, which the Board may eliminate with the approval of a subsequent ordinance. Staff will create new garbage-only bills for the approximately 120 households who currently do not receive either a water or sewer bill from the Village.

Staff recommend approval. Upon approval of the ordinance, Staff will begin the notification process for both residential and nonresidential users.

E. A motion to approve Ordinance 04-2011, an Ordinance adding a new section to the Village Code Section 12.5 "Collection of Waste Hauling, Tap-On, Waste Water and Water Fees"

Approval of this ordinance establishes a priority order to the application of payments to the Village to outstanding bills. Any payments to the Village would be applied to the following order, inclusive of any applicable late fee(s):

1. Waste hauling fees
2. Any outstanding tap-on fees, or portion of cost due during that billing cycle
3. Wastewater usage fees
4. Water usage fees

Because the Village has the most effective leverage on access to public water, primarily through shutoffs and/or water bill liens, the Village would benefit most from ensuring that other bills are paid before the water bill. Staff recommend approval.

F. A motion to approve Ordinance 05-2011, an Ordinance amending Gilberts Village Code Section 10.18 "Vehicle License Fees and Section 14"Fee Schedule"

Staff recommend approval of this ordinance to eliminate the Village's vehicle sticker program. Vehicle sticker revenues would be replaced by an equivalent revenue stream from the difference between the Village's residential garbage collection charge and the per household garbage user fee, if the preceding ordinances are approved. As discussed previously, this user fee is based on the actual cost of MDC's residential refuse collection services plus a \$5.00 administrative charge, rounded up to the nearest whole dollar. This rate structure would allow the Village to cover its costs as well as set aside funds to replace revenues from the vehicle sticker program

With the proposed approach, Staff project that approximately \$95,500 would be generated for the road fund and \$25,000 for administrative expenses in FY 2012, without the hard and staff time costs of administering the sticker program. The elimination of the sticker program would have a positive impact on the Village's community policing efforts and free additional staff time to work on other priorities. Eliminating vehicle stickers would also have a positive impact on the Village's businesses, which would no longer be required to buy stickers for their vehicles.

G. A motion to approve Resolution 12-2011, a Resolution authorizing an agreement between the Village of Gilberts and GovQA Inc. for the "ShopQA" website demonstration program

Approval of this resolution would authorize the Village to enter into an agreement with GovQA Inc. for their "ShopQA" website portal supporting local businesses. The program is a new initiative that links a business directory portal hosted by GovQA to the Village's website, replacing the Village's own directory. The directory is searchable and includes micro-websites for each business that participates. Each business is provided access to post and update their own business descriptions, hours of operation, contacts, and other information pertinent to potential customers. Businesses may link their own websites to their micro-site, or they may use the micro-site as their function website linked to their URL. ShopQA and the Village can jointly monitor the content posted online and would work together to address any questions or issues.

GovQA is offering their ShopQA services to the Village for free for three years as a demonstration project, in exchange for including Gilberts in their efforts to promote the ShopQA service to other Illinois communities. Gilberts is one of ten Illinois communities invited to participate in the program, along with communities such as West Dundee, Crystal Lake and Shorewood. The agreement does not obligate the Village to participate beyond the three year agreement, after which the Village may opt to pay the going rates for the ShopQA services. The agreement also allows the Village to opt out of the program at any time, at no cost to the Village, with 60 days written notice. All of the content provided to GovQA remains the Village's property and would be returned should the agreement terminate.

There is no charge to participating businesses, as the ShopQA program will rely jointly on registration/hosting fees (from paying non-demonstration communities) and online advertising revenues (e.g. banners). The demonstration community agreement offers the Village a ten percent share on online advertising revenue generated by the Gilberts' ShopQA site. Local businesses will also be given priority to advertise on Gilberts' ShopQA site before external businesses are offered the opportunity.

Staff recommend approval of this agreement. Aside from staff time invested in the program setup and rollout to the community, participation incurs minimal risk or cost to the Village. GovQA is currently working on the program rollout, which is to begin for all of the model communities in early March. If approved, Staff would work with GovQA to promote the program and encourage local participation. If you have any questions or concerns, please contact me prior to the meeting.

7. ITEMS FOR DISCUSSION

Please contact me if there is a topic that can be addressed prior to or at the meeting.

8. STAFF REPORTS

Staff will provide new updates at the meeting. Please contact me if there is a topic or question that can be addressed prior to the meeting.

9. BOARD OF TRUSTEES REPORTS

10. PRESIDENT'S REPORT

11. EXECUTIVE SESSION

Please contact me with any questions about current closed session topics.

12. ADJOURNMENT

close

**Village Board of Trustees
Meeting Agenda
Village of Gilberts
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
March 1, 2011
7:00 P.M.**

A G E N D A

ORDER OF BUSINESS

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL/ESTABLISH QUORUM**
- 3. EMPLOYEE INTRODUCTION**
 - A. Utilities Technician
- 4. PUBLIC COMMENT**
- 5. CONSENT AGENDA**
 - A. A motion to approve Minutes from the February 15, 2011 Village Board Meeting
 - B. A motion to approve Bills and Salaries Dated March 1, 2011
 - C. A motion to approve Resolution 11-2011, A Resolution supporting the Appropriate Conservation Measures Managing Chronic Wasting Disease among the Deer Population
- 6. ITEMS FOR APPROVAL**
 - A. A motion to approve Resolution 08-2011, a Resolution authorizing an agreement between the Village of Gilberts and Lauterbach & Amen, LLP to provide professional audit services for Fiscal Years 2011 and 2012
 - B. A motion to approve Resolution 09-2011, a Resolution approving the Police Pension Contribution for the Year Ending April 30, 2011 in the amount of \$74,250
 - C. A motion to approve Resolution 10-2011, a Resolution authorizing an agreement between the Village of Gilberts and MDC to provide residential waste hauling services
 - D. A motion to approve Ordinance 03-2011, an Ordinance amending the Village of Gilberts Code Section 8.7 "Refuse Collection and Disposal" and Section 14 Concerning Fees
 - E. A motion to approve Ordinance 04-2011, an Ordinance adding a New Section to the Village of Gilberts Code Section 12.5 "Collection of Waste Hauling, Tap-on Fees, Wastewater and Water Fees"
 - F. A motion to approve Ordinance 05-2011, an Ordinance amending Gilberts Code Section 10.18 "Vehicle License Fees and Section 14 "Fee Schedule"
 - G. A motion to approve Resolution 12-2011, a Resolution authorizing an agreement between the Village of Gilberts and GovQA Inc. for the "ShopQA" website demonstration program
- 7. ITEMS FOR DISCUSSION**
- 8. STAFF REPORTS**
- 9. BOARD OF TRUSTEES REPORTS**
- 10. PRESIDENT'S REPORT**

11. EXECUTIVE SESSION

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

12. ADJOURNMENT**AUDIENCE PARTICIPATION**

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

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

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

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

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

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**Village of Gilberts
Village Board of Trustees
87 Galligan Road
Gilberts, IL 60136
Meeting Minutes
February 15, 2011**

Call to Order/ Pledge of Allegiance

President Zirk called the meeting to order at 7:03 p.m. He proceeded to lead those present in the Pledge of Allegiance.

Roll call/Establish Quorum

President Zirk asked Clerk Meadows to call the roll. Roll call: Members Present: Trustees Erbeck, Mierisch, Zambetti, Farrell and President Zirk. Members absent: Trustees Clark and Cullotta. Others present: Administrator Keller, Finance Director Blocker, Chief of Police Williams, and Chief Building Inspector Swedberg. For members of the audience please see the attached list.

Recognition

Recognition of exceptional efforts during the Feb 1-2 Blizzard

President Zirk stated that he would like to read a prepared statement and some testimony in recognition of the extraordinary efforts during the 2011 blizzard by the staff, residents, businesses, CERT Members and others. "In emergency situations it is hopeful to know that within our community are people who are willing to lend a helping hand regardless of the challenges. On behalf of the Village Board of Trustees and our community we would like to recognize and thank the businesses and or individuals for their extraordinary efforts during the 2011 Blizzard. The extraordinary circumstance of the 2011 Blizzard produced many unsung heroes".

President Zirk proceeded to give a special thanks to Jason Klaras and Aaron Foley and read testimony written by Chief Building Inspector Swedberg as follows "Jason Klaras and Aaron Foley were pulled off the streets as it was becoming dangerous with the constant white outs. I was on the phone with the Fire Chief about pulling him out on Tyrrell when Fire received an ambulance call on Charleston. The Chief asked for immediate plow assistance. Jason and Aaron each got in their separate plow trucks and teamed the plowing for the ambulance that was coming from Sleepy Hollow. It all went like they had rehearsed it. They got the ambulance in and out during the worst of the storm. Then, they went and plowed out the Fire Chief who was still on Tyrrell".

President Zirk continued on by reading an e-mail sent by Mr. Blake Winemiller "I wanted to write to thank the Village snow plow drivers and the Rutland-Dundee medical team for their extraordinary efforts in the early morning hours of February 2, 2011 during the height of the blizzard.

My wife needed immediate medical attention and it took less than 20 minutes for the ambulance to arrive and about 20 minutes more to get us to Sherman Hospital in some of the worst weather/driving conditions we've seen in a long time. With two feet of snow in my driveway and on the roads and no hope of my car getting any where the feelings of joy and relief that came over me when I saw the flashing lights of the rescue cavalry coming up our road was overwhelming. Unfortunately, in the confusion of the moment, I did not get (or maybe just didn't remember hearing) any names so I don't know who to thank individually. Hopefully by writing this my gratitude can be expressed to the dedicated men who performed their jobs above and beyond what I ever could have hoped for under such challenging circumstances".

President Zirk recognized the following businesses and or individuals for the extraordinary efforts during the blizzard of 2011:

- ❖ J.S. Riemer –They provided both staff and equipment and cleared off the snow to reopen Binnie Road.
- ❖ Phoenix & Associates-They provided both staff and equipment and removed snow from various locations.
- ❖ API-offered equipment
- ❖ Elgin Recycling-Offered equipment
- ❖ Clear path Construction-Offered equipment
- ❖ David Alice, resident and CERT Member-assisted at the warming center.
- ❖ Alissa Leznek, resident and CERT Member-assisted at the warming center.
- ❖ Sergeant Jack Rood and his wife Amy Rood brought food and supplies to the people staying at the warming center.
- ❖ Rob Vanni, resident who lent his snowmobile to aid in rescuing the stranded motorist.
- ❖ Illinois Conservation Officer, Keith Scrmia used Mr. Vanni's snowmobile to rescue people.
- ❖ Village Trustee, Patricia Mierisch who along with Trustee Zambetti opened the Village Hall as a warming center to accommodate the stranded motorists on Route 72 and Route 47.
- ❖ Public Works Employee, Rick Sandman
- ❖ Public Works Employee, Jason Klaras
- ❖ Public Works Employee, Aaron Foley
- ❖ Public Works Employee, Larry Shuring
- ❖ Lt. Mike Joswick
- ❖ Sergeant Todd Block
- ❖ Officer Jim Levand
- ❖ Officer Michael Lorkowski
- ❖ Officer Michael Oberth
- ❖ Officer George Steiner

President Zirk continued on to read a statement from CERT's Member, David Alice. "I am sorry for not being present tonight but I had a prior engagement that had been planned for a while. I would like to thank the board for taking the time to recognize the CERT organization's efforts the night of the snow storm.

I would like to personally thank Trustee Pat Mierisch and Trustee Guy Zambetti for also volunteering to stay the night and helping take in the stranded motorists. I would also like to thank the officers working that night. Officer Jim Levand and Sergeant Todd Block for making sure we were kept in the loop on what actions they were taking as the night went on.

This event was our first call out as a group and it proved that we can and are capable of taking action in a time of need. Our organization is made up purely as a volunteer action group. As such it's good to know that in such a short notice and a relatively small town we have a good number of people that are willing to step up and help out in a crisis. The severity of the storm kept us from mobilizing more personnel but I have no doubt with better preparation we would have had more volunteers ready.

Being our first call out also showed we have much to improve as an organization, in our actions as well as the best use of our equipment. I also hope that we have shown that we can be a valuable tool for the Village, police and fire departments in events such as this. I know we will learn a great deal from this and look forward to the next opportunity (hopefully a warmer one) that we get to use our training and skills.

Thank you again for the recognition personally but please also recognize the CERT organization as a whole for giving me the opportunity to participate and be a part of".

Trustee Mierisch and members of the CERT team provided a brief overview of the CERT organization.

Public Comment

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

Consent Agenda

- A. A Motion to approve Minutes from the February 8, 2011 Special Meeting of the Village Board of Trustees**
- B. A Motion to approve the Bills and Salaries dated February 15, 2011 as follows: General Fund \$37,497.56, Permit Pass Thrus \$557.50, Performance Bonds and Escrows \$110.00, Water Fund \$29,210.97, Payroll \$61,944.18.**

A motion was made by Trustee Erbeck and seconded by Trustee Zambetti to approve the consent agenda as presented. Vote: 4-ayes, Roll call: Trustees Erbeck, Mierisch, Zambetti and Farrell. 0-nays, 0-abstained. Motion carried.

Items for Discussion

Hill-Newby Water Main Recapture

Administrator Keller discussed the request by Mr. Hill and Mr. DeBolt, owners of the Mobil Station, for the Village to consider repaying the Newby-Hill Recapture agreement. In 2007, the Village entered into a recapture agreement with Hill-Newby LLC for the extension of a twelve-inch water main under Higgins Road. The project was needed to connect the Mobil station to the public water main on the north side of the road. Though the project immediately benefitted their property, the Village acknowledged that the water main extension was necessary to eventually loop water mains through the industrial park.

The agreement called for an annual escalator of 7% simple interest, which adds \$9,377.48 per year to the total cost of the recapture. As three years have passed since the adoption of the recapture agreement, the total outstanding recapture balance is now \$162,096.44. The agreement also called for a 3% administrative fee to be paid to the Village with each recapture payment.

Village Staff previously proposed paying the recapture fees as an element of a TIF-funded project to extend the water and sewer through the industrial park. The payment of the recapture agreement was proposed as an incentive to encourage connection to the water mains, improving the value and redevelopment potential of the properties within the TIF district while reducing the out-of-pocket costs to the property owners. Early repayment of the recapture would also reduce the total cost of the project as it would avoid the accumulating interest on the amounts due.

The development that would have generated the tax increment revenues to pay for the project did not advance, resulting in the water/sewer project being put on hold. However, the Village may have the opportunity to make an initial investment in the larger water main extension project by repaying the recapture at this time, as requested. The Village may use the following sources (or combination of sources) to fund the repayment:

- If the road and infrastructure referendum is approved, revenues above what may be required for debt service would be available.

- Reserve funds in the water/sewer enterprise fund may be used: as of January 31, the water fund had an undesignated reserve of \$652,153.00 on hand. The Village currently holds \$1.296 million in school impact fees, which will eventually be transferred to the enterprise to repay the water fund for the \$1.5 million school site loan associated with the Conservancy development.

Trustee Erbeck liked the idea. He would gladly entertain any idea that provides a mechanism to encourage businesses to tap-on to the Village water supply. Trustee Erbeck would like to take this one step further by providing an incentive to help the business owners finance the tap-on cost.

A lengthy discussion ensued with respect to possibly waiving the Village tap-on fees as an incentive to get the businesses to connect to the system.

The Board was in favor of making the repayment of the recapture. Staff will draft a repayment agreement. This matter will be placed on an agenda for Board consideration sometime in June or July.

Police Car Purchase

Chief Williams reported that he had been notified by Ford Motor Company that they will no longer manufacture the Ford Crown Victoria police package squad car after August 2011. The order cutoff date for ordering the last run of these vehicles is February 25, 2011. He proposed the Village purchase two 2011 Ford Crown Victoria Police Interceptor packages. Each of the vehicles would be received at the delivered price of \$24,968.00. After market emergency lighting and other equipment would be added by a specialty vendor at the cost of \$5,500.00. Of the two purchases, one of the vehicles would be retrofitted with usable emergency equipment and lighting from the existing inventory for only a labor service charge of \$1,500.

In addition, he recommends the Board in the future consider purchasing at least one 4-wheel drive vehicle.

President Zirk stressed the value of having replacement equipment schedules. Chief Williams agreed.

The Board concurred with the request.

FY-2012 Budget

Administrator Keller presented an overview of the initial draft FY-2012 budget. He will email the draft budget to the Board for closer review.

The Board recommended Chief Building Inspector Swedberg consider hiring temporary summer help. They could assist in maintaining the parks and ball fields. Chief Building Inspector Swedberg agreed.

Police Chief Williams proposed budgeting for a restroom in the holding cell area. Currently they have to bring any person being held into the unsecured administration office to use the restroom facility. He believes this is a liability and safety concern.

The Board Members concurred. This matter will be considered during the FY-2012 budget discussions.

The Board Members were pleased to see that the enterprise fund was currently in the black. Initially it was anticipated that during the first year of the Village taking over the water and wastewater operations the fund would be in the red. Finance Director Blocker reported that since the Village take over the Village is not charged a 15% market up on supplies and equipment repairs. In addition, she has seen an increase in the billing revenue.

Administrator Keller discussed the SCADA system capital improvement line item.

Staff Reports

Administrator Keller reported the Federal Government had declared Kane County a State of Disaster due to the 2011 Blizzard and is offering disaster relief. He is working on putting together the cost incurred by the Village in responding to the snow event. The cost will be forward on to Kane County for reimbursement consideration.

Trustee Mierisch inquired if any of the businesses that assisted the Village during the snow event have requested to be reimbursed for gas or any other types of expenses they incurred. Chief Building Inspector Swedberg replied no.

Trustee Mierisch once again asked if staff and Trustees were responding consistently to residents requesting relief from the water bill late fees.

Both staff and the Board agreed that they were all replying that the Ordinance does not give the authority to anyone person to waive the fees. Residents are informed that if they wish to address the entire Board they may do so on the first and third Tuesday of every month.

Trustee Erbeck suggested offering residents an incentive to have their water bill paid via Auto Debit. He thought the Board may want to consider giving a 1% discount if you paid by Auto Debit. Finance Director Blocker will research this matter.

Chief Building Inspector Swedberg reported that staff is closely monitoring the thawing conditions to guard against flooding.

President's Report

President Zirk commended Chief Building Inspector Swedberg for all of his hard work during the 2011 Blizzard. He also stayed overnight and assisted in plowing the streets.

There was a brief discussion with respect to the post office's service during the snow event.

There being no further discussion, **a motion was made by Trustee Erbeck and seconded by Trustee Farrell to adjourn from the public meeting at 8:53 p.m.** Vote: 4 ayes by unanimous voice vote.

Respectfully submitted,

Debra Meadows

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**VILLAGE OF GILBERTS
RESOLUTION**

**A Resolution Supporting the Appropriate Conservation Measures Managing
Chronic Wasting Disease, among the Deer Population**

WHEREAS, the Village of Gilberts is a non-home rule Illinois Municipality located in Kane County, Illinois

WHEREAS, the Kane County Forest Preserve Executive Board is recommending no more than a twenty (20) deer split equally among the surrounding forest preserves be adopted by the Illinois Department of Natural Resources; and,

WHEREAS, the Village of Gilberts is supporting the appropriate conservation measures of managing Chronic Wasting Disease, among the deer population be adopted by the Illinois Department of Natural Resources; and;

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois, that:

Section 1: The appropriate conservation measures of managing Chronic Wasting Disease, among the deer population be adopted by the Illinois Department of Natural Resources to allow no more than a twenty (20) deer split equally among the surrounding forest preserves.

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 _____, 2011 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Bruce Erbeck	_____	_____	_____	_____
Trustee Everett Clark	_____	_____	_____	_____
Trustee Pete Cullotta	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2011

Village President Rick Zirk

(SEAL)

ATTEST:

Village Clerk Debra Meadows

Published:

6A

RESOLUTION

VILLAGE OF GILBERTS

(Authorizing an agreement between the Village of Gilberts and Lauterbach & Amen, LLP to provide professional audit services for Fiscal Years 2011 and 2012 with a two year option)

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a professional service agreement between the Village of Gilberts and Lauterbach & Amen, LLP and such documents as are necessary and convenient to effectuate the professional service agreement to provide professional audit services as here by attached hereto and made a part hereof as Exhibit A as approved.

Section 2:

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

Passed this ____ day of ____, 2011 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	_____	_____	_____	_____
Trustee Bruce Erbeck	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Pete Cullotta	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS ____ DAY OF ____, 2011

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

L & A, LLP
27W457 Warrenville Road
Warrenville, IL 60555-3902

Proposal to Provide
Professional Services to

VILLAGE OF
GILBERTS

For the Years Ending
April 30, 2011, 2012, 2013 and 2014

LAUTERBACH & AMEN, LLP

Proposal to Provide
Professional Services to

VILLAGE OF
GILBERTS

For the Years Ending
April 30, 2011, 2012, 2013 and 2014

Submitted by:

Lauterbach & Amen, LLP
27W457 Warrenville Road
Warrenville, IL 60555-3902
630.393.1483

Contacts:

Sherry Lauterbach, Partner

Ronald J. Amen, Partner

February 2, 2011

TABLE OF CONTENTS

	<u>Page</u>
Transmittal Letter	1 - 2
Profile of the Firm	3 – 11
Audit Approach	12 - 16
Fees and Billing	17 - 19
References	20
Client Listing	21
Appendices – Peer Review Report	

February 2, 2011

Marlene A. Blocker, Finance Director
Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

Lauterbach & Amen, LLP (L & A) is pleased to respond to your request to provide auditing services to the Village of Gilberts (Village).

Enclosed in this proposal are details about our practice, our people and our reputation for quality service to governments, as well as an outline of our audit approach and scope of the audit process. L & A is a firm entirely specialized in the governmental sector, allowing us to provide an unrivaled commitment to exceeding your expectations with regards to quality service, government specific expertise, and timing and approach of the audit process. Our partners, Sherry Lauterbach and Ron Amen, share a combined 48 years of exclusive government experience, with past experience in not-for-profit, tax and commercial clients. Their years of experience in the governmental sector will directly benefit the Village. L & A possesses the resources and drive to continually exceed your expectations.

At L & A our mission is to provide accounting, compilation, assurance, and consulting services to governments in the spirit of excellence and altruism. As a firm, we are committed to adhering to stringent moral standards in addition to the legally imposed professional standards and guidelines, priding ourselves in our flexible attitude towards accommodating our clients, and continually striving to be an elite personal client service firm. L & A will attain the highest quality employees who share our core values and capacities in order to continue to service our clients at the level at which they are accustomed. Our staff utilizes their expertise to educate clients with the anticipation that it will lead to accurate solutions to challenges that may arise in the daily course of financial activities. Our goal is to maintain personalized relationships with our current clients, while continuing to acquire new clients with the hopes of creating equally valuable bonds. At L & A we continually strive to distinguish ourselves from other accounting firms by emphasizing the following:

- Engaging in audit planning, preliminary work and continual communication with our clients to ensure an efficient and quality audit process. This also ensures that audit issues will be identified early and solutions will be implemented timely.
- Possessing exclusive expertise in the area of local government, as exemplified by our *perfect* retention rate of the Certificate of Achievement for Excellence in Financial Reporting and a *perfect* first year submission rate of the Certificate of Achievement for Excellence in Financial Reporting.
- Allowing our clients to dictate scheduling needs related to the audit process and adhering to those needs. We continually meet or exceed the deadlines established by our clients.
- Identifying, communicating and assisting in the implementation of identified opportunities for improved and more efficient financial or procedural operations.

- Maintaining a highly professional staff, each of which possess extensive knowledge in the area of local government, continually broadening their knowledge of local government issues through in-house training, involvement in various local government organizations and through continuing professional education programs.
- Maintaining a program of continuity for multi-year engagements, including minimal rotation of staff and in-charge auditors, allowing for the establishment of efficient working relationships with the Village.
- Continually promoting communication with management from the beginning of our engagement and throughout the year. This includes an entrance conference and planning meetings with the Village, weekly meetings with management to review the progress of the engagement, if requested, an exit conference to discuss our findings and report production issues, meetings with elected officials during the evenings to answer questions regarding the audit and any other related issues, and continual communication throughout the year. We are committed to listening to your needs and customizing the audit process to meet those needs.
- Striving to continually be a proven leader in the government accounting industry and assisting our clients on the implementation of new, complex pronouncements and issues affecting local government, including one-on-one assistance with the understanding and implementation of these new pronouncements and issues. We will provide thorough and timely answers to any of your questions or needs.
- Customizing our audit approach to focus on those areas that represent significant risk to the Village and any of the Village's uniquely complex issues.
- Forming professional resource alliances with other businesses in the areas of human resources, tax and information technology (computers) so, if required and if permitted by current audit independence standards, we would be able to provide the Village the highest level of service.


We are very excited about the opportunity to serve the Village and are committed to providing the Village with quality service. We believe we have talented people and the appropriate experience to provide you with a quality audit at a fair and competitive price.

The Partners that are signing this proposal are entitled to represent the Firm, empowered to submit the proposal and authorized to sign a contract with the Village. If you have any questions about this proposal or need to discuss these matters further, please contact us. We look forward to your reply.

Respectfully Submitted,

LAUTERBACH & AMEN, LLP


Sherry Lauterbach
Partner


Ronald J. Amen
Partner

PROFILE OF THE FIRM

PROFILE OF THE FIRM

Professional Personnel

Our office is located in Warrenville, Illinois, and staffed professionally as follows:

Partners	5
Managers / Senior Accountants	18
Staff Accountants	<u>17</u>
TOTAL	<u><u>40</u></u>

Firm Structure and Philosophy

L & A is very different from most accounting firms in that we are specialized in the governmental sector, and specifically in the area of governmental auditing and consulting. In addition, we provide a wide range of accounting services, some of which include tax, monthly accounting and bookkeeping for units of governments, and a specialty in Police and Fire Pension accounting and consulting. As a client of L & A, you will be served by both partners whose experience and depth of knowledge will become a valuable management resource.

A close working relationship with management on a year-round basis is the best way to provide our clients with the benefit of our knowledge. This approach also allows for the timely resolution of questions and problems as they arise rather than after the fact.

Through understanding the client's activities and a close working relationship with management, L & A can best respond to and initiate programs that lead to improved operations.

*L & A is specialized
in the governmental
sector.*

*L & A focuses on a
close working
relationship with
management.*

PROFILE OF THE FIRM – CONTINUED

Firm Structure and Philosophy - Continued

We at L & A recognize that we are involved in a people-oriented endeavor. Our goals and objectives, therefore, are centered around this understanding. We strive:

- To create an environment that encourages a high level of communication between the client and staff.
- To provide clients with the highest attainable level of staff capability through selective recruiting and creation of a work environment that aids personal growth.
- To continually improve the quality of our services.
- To support our financial, business, professional and social communities.

We have a full-time commitment to this area of specialized accounting and reporting practices. Through our experience, we are able to help clients anticipate and prepare for changes in their operating environment. The value of our service lies not only in the performance of an efficient audit, but in our analytical review and comments on operating systems, and our extensive knowledge of key topics affecting local governments.

We have had extensive experience in the field of local governmental accounting and auditing. We have experience as auditors for a substantial number of municipalities, park districts, library districts, special districts, joint ventures and other various governmental organizations. We have included a partial list of such entities as an integral part of this proposal, and would encourage you to contact any or all of them for references as to our qualifications and level of service.

*L & A has extensive
experience in the
governmental
sector.*

PROFILE OF THE FIRM – CONTINUED

Firm Structure and Philosophy - Continued

It has been our experience that questions or problems may arise during the year for which a client may call upon us for assistance. The following is a partial list of services we can provide to governmental entities in addition to the required annual audit:

- Financial Reporting – Assistance in the implementation of authoritative pronouncement requirements, assistance in obtaining or securing the Certificate of Achievement from the GFOA
- Taxpayer Compliance - Specialized audits for selected revenue sources
- Utility or Enterprise Funds - Analysis, forecasting, rate structure, consulting
- Federal, State and Local Grants
- Budget, Appropriation and Tax Levy Documents
- Personnel Issues - Evaluation and executive search
- Policies and procedures documentation and implementation
- Temporary staffing and training

*L & A can provide
many other services
in addition to the
annual audit.*

We consider it essential to maintain the lines of communication throughout the year. To attain this we both formally (via meetings, letters, etc.) and informally (via telephone calls, emails, etc.) attempt to keep our clients advised as to changes and recent developments related to government. It is our intention to supplement the continuous updating process that local governmental officials, management and financial staffs are engaged in on a day-to-day basis.

The success of our engagements result from the dedication to service from our key personnel. Following are the resumes of key personnel that would be working on your engagement:

KEY ENGAGEMENT PERSONNEL

SHERRY LAUTERBACH, PARTNER

Ms. Lauterbach has over 30 years of experience serving clients in the governmental sector. She has participated in more than 1,000 audits of municipalities and other governmental units. This experience makes her extremely well-qualified to deal with any issue affecting government.

North Central College
Certified Public Accountant
American Institute of Certified Public Accountants
ICPAS, GFOA and IGFOA
GFOA Special Review Committee for the Certificate of
Achievement
Instructor for Illinois GFOA Training Courses
Presenter for Illinois Public Pension
Member of and Presenter for Illinois Public Pension Fund
Association
Member of Illinois Department of Insurance Advisory
Committee
Certified IPPFA Pension Trustee
Instructor of IPPFA Trustee Certification Program

Ms. Lauterbach has been involved in numerous training programs and panel discussions sponsored by the Illinois CPA Society and Illinois GFOA. She has performed research on numerous topics affecting governments and is currently involved in a project dealing with police and fire pension reporting. Ms. Lauterbach is a well-recognized resource and frequently provides guidance to governmental entities on issues as they arise.

Educational and Membership Background

Governmental Accounting and Auditing Experience

KEY ENGAGEMENT PERSONNEL

RONALD J. AMEN, PARTNER

Mr. Amen has over 18 years of experience serving clients in the governmental sector. He has participated in numerous governmental engagements, including municipalities, park districts, school districts, State and Federal governments, Universities and other governments.

University of Nebraska
Certified Public Accountant
American Institute of Certified Public Accountants
ICPAS, GFOA and IGFOA
Member of Illinois CPA Society Government Accounting
Executive Committee
Illinois Municipal Treasurers Association
Illinois Association of Park Districts/Illinois Park &
Recreation Association
GFOA Special Review Committee for the Certificate of
Achievement
Instructor for Illinois GFOA Training Courses

Mr. Amen has managed numerous governmental units during his experience in public accounting. Assignments ranging from audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and other projects is a brief history of his background. Due to his extensive government background, Mr. Amen is extensively used as a resource for providing creative solutions to issues affecting local governments. Mr. Amen functions as a working partner, in that he is available and present during each phase of the audit process.

Mr. Amen has also participated in the management of some large commercial and not-for-profit engagements. This experience includes audits, tax preparation, consulting and strategic planning for both commercial and not-for-profit clients.

Educational and Membership Background

Governmental Accounting and Auditing Experience

KEY ENGAGEMENT PERSONNEL

JAMIE L. WILKEY, PARTNER

Ms. Wilkey has over 8 years of professional accounting experience exclusively in the government sector. She has participated in numerous governmental engagements, including municipalities, park districts, libraries and various other units of government.

Truman State University
Illinois Government Finance Officers Association
GFOA Special Review Committee for the Certificate of
Achievement
Member of the Technical Accounting Review Committee
(TARC)
Illinois Municipal Treasurers Association

Ms. Wilkey's experience in the government sector includes management of numerous units of government. Such assignments include annual audits, single audits, TIF audits, grant specific audits, and other related projects. Ms. Wilkey has been responsible for the management of numerous annual audits for government units, all of which have either received the Certificate of Achievement for Excellence in Financial Reporting award from the Government Finance Officers Association (GFOA) in the first year of their submittal to the program or maintained their Certificate standing.

Ms. Wilkey also has extensive government consulting experience, which includes the responsibility for all financial operations of the government unit, including, but not limited to, the maintaining of the general ledger, trial balance, balance sheet, and consolidated financials. Ms. Wilkey has also assisted numerous clients with payroll processing, budget preparation, supervision of accounts receivable, accounts payable and utility billing processing, and the recommendation and implementation of various finance/accounting department procedures and policies.

Educational and Membership Background

Governmental Accounting and Auditing Experience

PROFILE OF THE FIRM – CONTINUED

Industry Involvement

Our involvement in the local governmental field includes active membership in those professional organizations which serve the financial and management staffs of local government:

- Government Finance Officers Association
- Illinois Government Finance Officers Association
- Illinois CPA Society Committees on Governmental Accounting
- American Institute of Certified Public Accounting
- Illinois Municipal Treasurers Association
- Illinois Public Pension Fund Association
- Illinois Association of Park Districts/Illinois Park & Recreation Association
- Special Review Committee - GFOA - Certificate of Achievement Program
- IGFOA Associate Board Member
- IGFOA Technical Accounting Review Committee (Responds to GASB Pronouncement Exposure Drafts)
- Illinois Department of Insurance - Task Force

L & A maintains a high level of involvement in professional organizations.

In addition, we have written articles for publication, instructed training courses and done public presentations for a number of the organizations listed above.

Quality Assurance and Peer Review

Our Quality Assurance Team is responsible for reviewing all financial statements before issuance, assisting in technical inquiries and reviewing workpapers and reports of all engagements to verify compliance with professional standards and Firm policies.

PROFILE OF THE FIRM – CONTINUED

Quality Assurance and Peer Review - Continued

At L & A we pride ourselves in providing a quality audit. As such, our Firm is a member of the Private Companies Practice Section (PCPS) of the Division for CPA Firms of the AICPA, voluntarily submitting our accounting and auditing practice to quality control reviews of our compliance with professional standards as established by the AICPA.

See the appendices of this proposal for a copy of our successful completion of an independent peer review report of our accounting and auditing practice. This review was undertaken as a condition of membership in the American Institute of Certified Public Accountants (AICPA), the national organization of CPAs in public practice, industry, government and education.

*L & A participates
in peer reviews to
ensure quality
control.*

Furthermore, there has never been any action taken against our Firm with any state or federal regulatory body or professional organization to which we have submitted our reports.

Professional Development

Guidelines and requirements have been established for the Firm's professional development program and are communicated to all personnel. Each professional is required to complete a minimum of 40 hours of continuing professional education each year. The types of programs used include those of the GFOA, IGFOA, AICPA and the Illinois CPA Society, as well as self-study and training programs relevant for the purpose of improving the knowledge of professional personnel. As our resumes indicate, we encourage involvement in professional organizations.

*L & A encourages
involvement in
professional
organizations.*

License to Practice

The Firm and all key personnel are duly licensed to practice in the State of Illinois. Our State of Illinois license number is 066-003655.

PROFILE OF THE FIRM – CONTINUED

Independence

We require that all personnel inform the Firm of any lack of independence with respect to all clients. Specific guidelines to be followed are those set forth in the AICPA's Code of Professional Ethics. Additionally, we are in compliance with the standards established by the General Accounting Office (GAO). More specifically, we are completely independent with respect to the Village of Gilberts.

AUDIT APPROACH

AUDIT APPROACH

Overview

We are prepared to meet or exceed all requirements and expectations of the Village. The partners of L & A will be involved in all phases of the audit of the Village. L & A does not use statistical sampling in any phase of the audit process. Sample sizes used for testing are in accordance with standards established by the profession and will be determined in the planning phase.

Throughout the audit process we will inform management of audit issues as they arise and maintain the highest level of professionalism in the identification and communication of these issues. Discussion of these issues will take place immediately following their discovery and will allow management ample time to rectify any issues.

GFOA Certificate of Achievement

L & A fully supports the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program. We have assisted many clients in obtaining their Certificates and have a perfect record for maintaining the Certificate. We will respond to GFOA comments for improvement. We currently submit approximately forty reports to the Program and have a one hundred percent retention rate of the Award.

Audit Scope and Standards

L & A will issue an opinion on the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the Village's basic financial statements with "in-relation-to" coverage provided on the combining and individual fund financial statements and on any supplementary information. We will not provide an opinion on the Management Discussion and Analysis, but will provide customary review of this document. Introductory and Statistical sections of the CAFR will not be audited by us.

The audit will be conducted in accordance with generally accepted auditing standards; and, if necessary, the standards for financial audits contained in *Government Auditing Standards* (2004), issued by the Comptroller General of the United States, and the Single Audit Act of 1996; and the provisions of OMB Circular A-133, *Audits of State and Local Governments and Non-profit Organizations*.

AUDIT APPROACH - CONTINUED

Planning

To Be Performed:

April 2011

The purpose of the planning phase is to provide the foundation for the direction that the audit will take. During the planning phase of the audit we will hold an entrance conference with the Village to discuss the audit approach, develop a schedule for completing the audit, and review the areas that we will be focused on during our audit procedures and testing.

The following is an outline of the key steps performed during the planning phase of the audit:

- Discussing and agreeing upon report formats to provide information which complies with generally accepted accounting principles. The format should be agreed upon during the planning of the audit so that the report is issued on a timely basis. Our plan is to adopt a format similar to the previous year.
- Discussing availability of accounting records and source documents and developing a detailed list of schedules to be prepared by the Village.
- Developing a schedule for completing the subsequent phases of the audit.

Preliminary Fieldwork

To Be Performed:

May 2011

Preliminary fieldwork is the next phase of the audit process and involves expanding our understanding of the Village and its finances through a review of various documents and through discussions with the Village. During this phase, we will begin the required study and evaluation of internal accounting control as a part of the financial and compliance audit.

The purpose of our study and evaluation will be to obtain sufficient knowledge and understanding of the internal accounting and administrative control systems used by the Village for reliance on the system of internal control and the degree of such reliance; or to aid us in designing substantive tests in the absence of such reliance. We will hold progress meetings with key management, as necessary, to keep you apprised of the results of our preliminary review and to discuss the key internal controls to be tested.

AUDIT APPROACH – CONTINUED

Preliminary Fieldwork - Continued

Our approach to the study and evaluation of the internal accounting and administrative controls will be accomplished through the following techniques:

- We will perform an in-depth review of internal control documentation and working papers made available by the prior audit firm.
- We will use internal control questionnaires, narratives and/or flowcharting techniques to document key flows of information. Because of our extensive commitment to government, the questionnaires utilized are designed specifically for use on governmental engagements and, therefore, will provide you with the most meaningful information. We will utilize this information and identify key internal control procedures which will be tested in order to warrant reliance on the identified controls. The objectives of such reliance will be to reduce the extent of substantive work performed, resulting in a more cost-efficient audit approach.
- We will evaluate audit risk for all key financial statement assertions and compliance determinations using the procedures outlined above. Audit risk is the risk that material financial statement misstatements or material noncompliance will not be prevented or will not be detected and corrected in a timely manner.

At the completion of the preliminary fieldwork phase, we will have sufficient knowledge of the internal control systems of the Village and we will be able to design substantive audit procedures based upon the degree of reliance we can place on those systems.

Fieldwork

To Be Performed:

June 2011

This phase of the audit will consist primarily of substantive testing of year-end balances. If any audit issues come to our attention during the course of our work, we will immediately inform you so that action can be taken before the completion of our fieldwork.

We will design our detail testing procedures to provide both compliance and financial audit coverage where applicable. We utilize custom designed audit programs that are specifically designed for government clients and, therefore, provide for the most efficient and effective approach.

AUDIT APPROACH – CONTINUED

Fieldwork - Continued

At a minimum, management is to provide supporting schedules for the following areas once we return for fieldwork:

Cash	Accounts Payable
Investments	Payroll
Governmental Revenues/Receivables	Debt Service
Proprietary Revenues/Receivables	Fund Balance/Net Assets
Inventories	Grants
Interfunds	Risk Management
Capital Assets	

For financial audit purposes, we will assess the risk of material misstatement associated with a given objective, and perform substantive and compliance procedures. Our substantive procedures will gather evidence as to the completeness, accuracy, or validity of the information contained in the financial statements. These procedures include confirmation of year-end balances, vouching documents and analytical reviews. Through our compliance procedures, we will gather evidence related to the existence and effectiveness of specific internal controls. These procedures include examinations of documents for proper approval and review of procedures for compliance with rules and regulations.

At the conclusion of fieldwork, workpapers will be reviewed by the engagement partner and we will prepare the Comprehensive Annual Financial Report in accordance with generally accepted accounting principles for government entities. In addition, we will prepare a management letter that we will review and discuss with the Village during the draft phase of the audit.

Our firm has state of the art production hardware and software. We believe the investment to stay on the cutting edge of technology benefits our clients not only in reporting, but also in suggestions and recommendations.

AUDIT APPROACH – CONTINUED

Drafts

To Be Performed:

Early July 2011

The final completion and quality review of the initial draft of the Comprehensive Annual Financial Report will be completed at the Village's location and at that time the draft of the Comprehensive Annual Financial Report will be submitted to the Village. The Village will then have a sufficient amount of time to review the draft for questions and/or changes. L & A will then return to the Village's location for the final draft where we will review the Village's questions and/or changes to the Comprehensive Annual Financial Report as well as the Management Letter and submit a final draft of the Comprehensive Annual Financial Report to the Village.

Audit Completion

To Be Performed:

Late July 2011

Upon approval of the drafts by the Village, we will deliver final, bound financial statements. At the completion of our audit, we will also provide a management letter addressing reportable conditions, if any, and other comments and observations for improvements. The management letter will be provided as a separate document.

The management letter will contain, as warranted and appropriate:

- Specific recommendations for improvement of the accounting practice and procedures and the internal accounting and administrative controls.
- Comments on the design, controls and audit trails of new and redesigned automated systems, along with suggestions to improve processing methods and procedures.
- Suggestions for operational improvements or cost efficiencies noted during the course of our work.
- Findings relative to compliance with the applicable rules and regulations.
- Comments regarding compliance with laws.
- Other comments or recommendations that we believe may be relevant.

FEES AND BILLING

FEES AND BILLING

VILLAGE OF GILBERTS REQUEST FOR PROPOSAL AUDITING SERVICES

Due: February 2, 2011

Name of Firm Submitting Proposal: LAUTERBACH & AMEN, LLP

FEE STRUCTURE

For Fiscal Year (ending date):	Annual Financial Reports/CAFR, Illinois Comptroller's Annual Financial Report, Management Letter, GFOA Certificate Response	TIF Compliance	IDOI Police Pension
2011 4/30/11 (AFR)	\$15,000	\$300	\$800
2012 4/30/12 (AFR)	\$15,300	\$310	\$820
Optional Two Years			
2013 4/30/13	\$15,600	\$320	\$840
2014 4/30/14	\$15,900	\$330	\$860



Signature of Authorized Representative

Ronald J. Amen

Name of Authorized Representative

Partner

Title

February 2, 2011

Date

The above fees do not include the fee of \$1,500 for the GFOA Certificate of Achievement.

FEES AND BILLING - CONTINUED

	Hours	Standard Rate	Quoted Rate	Total
Partner	50	\$140	\$120	\$6,000
Manager	60	\$120	\$100	\$6,000
In - Charge	60	\$60	\$50	\$3,000
	<u>170</u>			<u>\$15,000</u>

FEES AND BILLING - CONTINUED

Schedules Requested

The proposed annual fees are based upon staff support at all levels from Village personnel and that the Village will provide adjusted trial balances and support (detail schedules that reconcile to the trial balances) for all balance sheet accounts. At a minimum, management is to provide supporting schedules for the areas outlined in the fieldwork phase of the audit approach section of this proposal.

Additional Services

Should it become necessary for the Village to request us to render additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement or new accounting standards, then such additional work will be performed only after discussing with management the level of effort and estimated costs prior to performing any such work.

As independence standards have recently become more stringent related to the types of additional services auditors can perform, L & A would review these independence standards and the type of services requested prior to proposing on any additional services.

Conclusion

In closing, we would like to thank the Village for the opportunity to respond to your request for auditing services, and would like to emphasize that if chosen, L & A is committed to providing the resources needed to assure an unrivaled level of service and quality, the highest attention to detail, and a relationship with a firm of highly trained professionals exclusively working in the government sector.

*L & A will provide
an unrivaled level of
service.*

REFERENCES

REFERENCES

We know that our best endorsement comes from satisfied clients. We invite you to contact the following individuals or any other governments who have been served by our firm.

Village of Northbrook *
Jeff Rowitz
1225 Cedar Lane
Northbrook, IL 60062
847-272-5050

Village of Lombard *
Anne Fairburn
255 E. Wilson Avenue
Lombard, IL 60148
630-620-5916

Village of South Barrington
Michelle Bodie
30 S. Barrington Road
South Barrington, IL 60010
847-381-7510

Village of Sleepy Hollow
Ellen Volkening
1 Thorobred Lane
Sleepy Hollow, IL 60118
847-428-2266

Additional references can be provided upon request.

* Asterisk indicates governments currently holding the GFOA Certificate of Achievement.

CLIENT LISTING

CLIENT LISTING

Municipalities	Police Pension Funds - Cont.	Firefighters' Pension Funds - Cont.
Antioch *	Chicago Ridge	Chicago Ridge
Barrington *	Cicero	Cirero
Batavia *	Country Club Hills	Darien Woodridge
Beach Park	Countryside	Darien Woodridge Fire Prot. District
Brookfield *	Crest Hill	DeKalb
Burlington	Darien	Des Plaines
Cary *	Dekalb	Dolton
East Hazel Crest	Des Plaines	East Dundee Countryside
Elwood *	Dolton	Elgin
Geneseo *	East Dundee	Forest Park
Glencoe *	Elgin	Forest View
Glenview *	Elmwood Park	Franklin Park
Gurnee *	Forest Park	Geneva
Hampshire	Franklin Park	Glenview
Hanover Park *	Geneva	Glenwood
Island Lake	Glenview	Gurnee
Justice	Glenwood	Harvey
Kenilworth	Gurnee	Hazel Crest
Lake Zurich *	Harwood Heights	Highland Park
Libertyville *	Highland Park	Hillside
Lombard *	Hillside	Homer Township Fire Prot. District
Lyons	Hodgkins	Homewood
Maple Park	Homewood	Huntley
Mount Prospect *	Island Lake	Kankakee
Northbrook *	Johnsburg	Lake Forest
Northfield *	Justice	Lake Zurich
North Riverside *	Lake Forest	Lansing
Pingree Grove	Lake Zurich	Lemont
Riverdale	LaGrange Park	Leyden
Rockford *	Lansing	Libertyville
Rolling Meadows *	Lincoln	Lincoln
Sleepy Hollow	Lincolnshire	Lincolnshire Riverwoods
South Barrington	Lockport	Lombard
South Chicago Heights	Lombard	Markham
South Elgin *	Lyons	Matteson
Sugar Grove *	Markham	Melrose Park
Vernon Hills *	Matteson	Midlothian
Villa Park *	Maywood	Minooka
Wauconda *	Melrose Park	Newport Township Fire Prot. District
West Chicago *	Midlothian	North Chicago
Wilmette *	North Chicago	North Maine
Winfield *	Northlake	Oak Brook
Winnetka *	Oak Brook	Oak Forest
Woodridge *	Oak Forest	Oak Park
	Oak Park	Orland
	Olympia Fields	Oswego
Park Districts	Oswego	Palatine Rural
Batavia Park District	Plainfield	Palos Heights
Bloomington Park District	Prospect Heights	Park Ridge
Bolingbrook Park District *	Richton Park	Peoria
Crystal Lake Park District	River Forest	Riverdale
Downers Grove Park District *	Riverdale	Roberts Park
Elk Grove Park District *	Rock Falls	Rock Falls
Elmhurst Park District *	Rolling Meadows	South Elgin Rural
Geneseo Park District	Round Lake Park	South Holland
Geneva Park District	St. Charles	Stillman Fire Prot. District
Glen Ellyn Park District *	South Elgin	University Park
Glenview Park District *	South Holland	Villa Park
Gurnee Park District *	Steger	Wauconda
Kenilworth Park District	Stickney	Waukegan
Memorial Park District	Sugar Grove	West Chicago Fire Prot. District
Mundelein Park District	Summit	Westchester
Naperville Park District *	Vernon Hills	Wheaton
Norridge Park District	Villa Park	Willow Springs
Northbrook Park District *	Waukegan	Wilmington
Northfield Park District	West Chicago	Winthrop Harbor
Park District of Oak Park	Westchester	Wood Dale
Park Ridge Recreation and	Wheaton	Worth
Park District *	Wilmington	
St. Charles Park District	Winthrop Harbor	
Veteran's Park District	Wood Dale	
Wheaton Park District *	Worth	
Wilmette Park District *		
Winnetka Park District *		
	Firefighters' Pension Funds	
Police Pension Funds	Algonquin Lake in the Hills	
Barrington	Barrington	
Barrington Hills	Bartlett	
Batavia	Batavia	
Belvidere	Beach Park Fire Prot. District	
Bensenville	Bellwood	
Berwyn	Belvidere	
Bloomington *	Bensenville	
Blue Island	Berwyn	
Bolingbrook	Bloomington	
Braidwood	Bolingbrook	
Broadview	Brookfield	
Burbank	Burbank	
Burnham	Calumet City	
Calumet City	Carol Stream	
Carol Stream	Carpentersville	
Carpentersville	Chicago Heights	
Chicago Heights		
		Other
		Addison - Public Library
		Algonquin - Public Library
		Des Plaines - Public Library
		DU-COMM
		DuPage Mayors & Managers
		E-COMM
		Forest Park - Public Library
		Fox River Grove - Memorial Library
		Glenside - Public Library
		IMET
		Intergov. Personnel Benefit Coop
		IPFPA
		Metro Risk Mgmt Agency
		NEDSRA
		NORDCAT
		NSSRA
		Regional Emergency Dispatch Center
		SOUTHCOM
		SEECOMM
		Southwest Central Dispatch
		Tri County SRA
		Warren-Newport - Public Library
		Winfield - Public Library

* Asterisk indicates government currently holding the GFOA Certificate of Achievement.

APPENDICES



GUTHOFF MEHALL ALLEN & COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

July 11, 2007

To the Shareholders
Lauterbach & Amen LLP

We have reviewed the system of quality control for the accounting and auditing practice of Lauterbach & Amen LLP (the firm) in effect for the year ended March 31, 2007. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of conforming to professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with the system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included among others, engagements performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Lauterbach & Amen LLP in effect for the year ended March 31, 2007 has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

As is customary in a system review, we have issued a letter under this date that sets forth comments that were not considered to be of sufficient significance to affect the opinion expressed in this report.

Guthoff Mehall Allen & Company, P.C.
Guthoff Mehall Allen & Company, P.C.

2710 E. LINCOLN ST. BLOOMINGTON, IL 61704

PH 309-662-4356 FAX 309-663-7166

6B

RESOLUTION**VILLAGE OF GILBERTS**

A Resolution approving the Village contribution to the Police Pension Fund for the Year Ending April 30, 2011 in the amount of \$74,250.00

WHEREAS, the police-sworn personnel of the Village of Gilberts are covered by the Police Pension Plan is a defined-benefit, single-employer pension plan.

WHEREAS, the Government Accounting Standards Board (GASB) requires through statements No. 25 & 27, the actuarial information be included in the annual Village of Gilberts audit including the total unfunded accrued liability.

WHEREAS, the Village of Gilberts contracted with Mr. Time Sharpe, Actuary to compute the tax levy requirement for the year ending April 30, 2011 which was \$74,250.

WHEREAS, the Village of Gilberts levied \$74,250 with its annual Tax Levy Ordinance #30-2010 for the period beginning May 1, 2011 and ending April 30, 2012.

THEREFORE, be it resolved that the Village shall authorized the Finance Director to pay the Police Pension Fund \$74,250 from proceeds received from the annual tax levy.

Section 1:

The Village of Gilberts hereby approves the contribution to the Police Pension Fund for the Year Ending April 30, 2011 in the amount of \$74,250.00 and hereby authorizes the Village President and Village Clerk to execute any such documents as are necessary and convenient to effectuate the contribution to the Police Pension Fund as here by attached hereto and made a part hereof as Exhibit A as approved.

Section 2:

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

Passed this ____ day of ____, 2011 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	_____	_____	_____	_____
Trustee Bruce Erbeck	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Pete Cullotta	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2011

Village President, Rick Zirk

(SEAL)

ATTEST:

Village Clerk, Debra Meadows

Published: _____

Memorandum

TO: Rick Zirk, Village President
Board of Trustees

FROM: Marlene Blocker, Pension Fund Treasurer

CC: Ray Keller, Administrator

DATE: February 17, 2011

SUBJECT: Police Pension Levy

Per the Actuarial Valuation Report prepared by Timothy W. Sharpe, Actuary, the required Village contribution for the year ending April 30, 2011 is \$74,250. This is the amount that was included on the tax levy for taxes to be paid in 2011. The pension board attorney is requesting that the Village board agree that this is the amount that will be paid to the Gilberts Police Pension.

6C

RESOLUTION

VILLAGE OF GILBERTS

Authorizing an agreement between the Village of Gilberts and MDC to provide residential waste hauling services

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a service agreement between the Village of Gilberts and MDC to provide residential waste hauling services and such documents as are necessary and convenient to effectuate as here by attached hereto and made a part hereof as Exhibit A as approved.

Section 2:

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

Passed this _____ day of _____, 2011 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	_____	_____	_____	_____
Trustee Bruce Erbeck	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Pete Cullotta	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS _____ DAY OF April, 2010

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

Village of Gilberts, Illinois
Residential Waste Disposal Agreement
May 1, 2011 – April 30, 2016

This Agreement (the "Agreement") is made and entered into this ____ day of March, 2011 by and between the Village of Gilberts, Illinois (the "Village") and MDC Environmental Services, Inc., (the "Contractor").

Recitals

A. The Village issued a "Residential Refuse, Recycling and Yard Waste Collection – Request for Proposal" seeking a qualified and responsible company to provide refuse, recycling, and yard waste collection services for residential properties in the Village, a copy of which is attached to this Agreement as **Exhibit A ("RFP")**.

B. The Contractor submitted a proposal to the Village in response to the RFP, a copy of which is attached to this Agreement as **Exhibit B ("MDC Proposal")**.

C. The Village reviewed the MDC Proposal, among other proposals, and determined that it was in the best interests of the Village and its residents to enter into an Agreement to grant to Contractor the exclusive right to company to provide refuse, recycling, and yard waste collection services for the residential properties in the Village as described more fully in this Agreement.

D. On _____, 2011, the Village authorized this Agreement according to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and benefits to be derived by the respective parties from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. **Recitals Incorporated.** The Recitals to this Agreement constitute an integral part of this Agreement, which evidences the intent of the parties in executing this Agreement and describe the circumstances surrounding its execution. The Recitals to this Agreement are incorporated herein as an integral part of this Agreement.

2. **Term.** The initial term of this Agreement shall commence on May 1, 2011 and shall terminate on April 30, 2016. This Agreement shall be effective as of May 1, 2011 ("**Effective Date**").

3. **Scope of Franchise.** The Village hereby grants to the Contractor of the exclusive right, privilege, license and franchise to provide for refuse, recycling, and yard waste collection from residential properties within the Village limits, Village governmental locations, and Village sponsored events ("**Village Collections**"), as described more fully in this Agreement.

4. **Non-Included Collections.** The Contractor is not required, under the terms of this Agreement, to pick up or dispose of any article or refuse, or recyclable material not specified

in this Agreement, the RFP, or the Proposal. The Contractor shall provide property owners the option to independently contract with the Contractor to provide service for any non-included collection subject to any and all regulations governing residential, commercial, or industrial refuse and waste collection and providing that such collection does not adversely interfere with Contractor's obligations under this Agreement.

5. **Contractor's Obligations.**

a. **Scope of Work.** The Contractor shall, at its sole cost and expense, provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, and supplies to perform all of the services described in the RFP and the MDC Proposal, attached to this Agreement as **Exhibits A and B**, and in the manner described in this Agreement ("**Waste Collection Services**").

b. **Quality.** The Contractor shall perform the Waste Collection Services required in a neat, orderly and efficient manner; shall use due care and diligence in the performance of this Agreement, and shall provide neat, orderly, and courteous employees and personnel on its crews.

c. **Refuse and Recycling Carts.** Contractor shall deliver to each residential address a 95 gallon cart and a 65 gallon cart for use as refuse and recycling receptacles, respectively. The carts shall remain the property of the Contractor. The Contractor shall repair or replace, at its' discretion, any such refuse and recycling carts which are damaged as a result of their handling by Contractor's employees or by ordinary wear and tear. Replacement of carts which are damaged or missing as a result of a resident's misuse or neglect shall be the responsibility of the resident.

d. **Disposal Site – Methods.** All garbage, rubbish or waste, and refuse collected by the Contractor, shall be disposed of by the Contractor at a site provided by the Contractor outside the Village limits. Disposable methods and sites shall be licensed and approved by the Illinois Environmental Protection Agency. Documentation of said license and approval by the EPA shall be supplied upon request from the Village.

e. **Scheduled Pick up Days.** The Waste Collection Services shall be provided in accordance with the Schedule attached as Appendix A to the RFP, unless otherwise modified by agreement of both parties.

f. **Customer Service.** The Contractor shall provide the level of customer service, complaint response, and public informational services that are described in the RFP.

g. **Reporting.** The Contractor shall provide monthly reports to the Village that include, at a minimum, the information set forth in the RFP.

h. **Recordkeeping.** The Contractor shall maintain complete and accurate records as required by the RFP.

i. **No Strike Guarantee.** The Contractor shall be obligated to provide all services in a timely and complete manner, as described in the RFP.

j. **License Fee.** The Village shall not charge a license fee to the Contractor for the Waste Collection Services covered by this Agreement.

6. **Fees and Costs.**

a. **Waste Collection Service Fee.** Each Residential Property Owner shall receive Waste Collection Services as of the Effective Date of this Agreement in exchange for a monthly fee as outlined below for each respective residential property, which shall be paid by the Village ("**Waste Collection Service Fee**"). The Waste Collection Service Fee shall be discounted by 10% from then current rates for any residential property where the head of the household is 65 years of age or older and/or disabled. The Village shall be responsible for determining eligibility for this discount and shall maintain documentation supporting any discounts provided. The Village agrees to make this documentation available for review by the Contractor upon request. The total monthly Waste Collection Service Fee paid to the Contractor by the Village shall be calculated by multiplying the total number of residential properties within the Village limits, as amended from time to time, to determine the total amount the Village owes Contractor on a monthly basis. Contractor shall collect and dispose of Village Collections at no additional expense to the Village other than the fees described herein as they relate to the residential properties.

Period	Monthly Rate
5/1/2011 - 4/30/2012	\$17.85
5/1/2012 - 4/30/2013	\$18.39
5/1/2013 - 4/30/2014	\$18.94
5/1/2014 - 4/30/2015	\$19.51
5/1/2015 - 4/30/2016	\$20.09

b. **Invoicing.** Contractor shall invoice the Village on a monthly basis for the Waste Collection Services described herein. The Village shall pay Contractor within thirty (30) days of receipt of each respective invoice.

c. **Franchise Fee.** The Contractor shall pay the Village a Franchise Fee in an amount equal to five percent (5%) of the Contractor's base billings to the Village for the Waste Collection Services, said payments to be made on such date(s) agreed upon by the Village and the Contractor.

d. **Recycle Revenue Sharing.** The Contractor shall remit to the Village fifty percent (50%) of its gross profits from the sale of recyclable material collected in the Village as governed by this Agreement. Gross profit is defined as the gross revenues derived from the sale of the recyclable materials less the direct cost of collection of such materials. Direct costs shall include equipment, labor, fuel and all transportation costs involved in delivering the recyclables to the processing center. The Contractor shall supply the Village with a report detailing the volume of recyclable material collected under this Agreement, the Gross Revenues derived from the sale of said material, and the direct costs involved in the collection and transportation of said material. This report shall be provided by the Contractor on a calendar

quarter basis, and any payments due and owing the Village under this Paragraph shall be remitted by the Contractor to the Village within 45 days of the end of each calendar quarter.

7. **Insurance.** The Contractor shall provide adequate insurance and performance security in the amounts and of the type required by the RFP.

8. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the Village, its officers, officials, employees, agents, consultants and volunteers harmless from and against any and all liability, claims and attorney's fees, costs and expenses of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the Service or performance of work or failure to perform under the terms of this Contract, including, but not limited to, any negligent or intentional acts or omissions of Contractor, or any employee, agent, representative or subcontractor of the Contractor. This obligation to indemnify shall survive the termination and/or expiration of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

9. **Notice.** All notification required by this Agreement shall be in writing and shall be delivered or mailed by the Contractor to the Village at 87 Galligan Road, Gilberts, IL 60136, or at such other place as the Contractor is subsequently notified in writing. Notice by the Village to the Contractor shall be delivered or mailed to Pete Lyons 5450 Wansford Way, Suite 200, Rockford, Illinois 61109 and to John Holmstrom III, 1401 North Second Street, Rockford, Illinois 61107. All mailed notice shall be sent by first class mail (collectively "Notice").

10. **Independent Contractor Not Employed.** The Contractor is and shall be considered as an independent contractor and neither the Contractor nor its employees are or are to be considered as employees or agents of the Village.

11. **Conflict; Interpretation.** In the event of any inconsistency or conflict between the terms of this Agreement, the RFP attached as Exhibit A, and the MDC Proposal attached as Exhibit B, the following documents shall control, in order of priority: (1) the RFP, (2) the MDC Proposal, (3) this Agreement.

12. **Default.** If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Waste Collection Services with diligence at a rate that assures completion of the Waste Collection Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Waste Collection Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within five business days after the Contractor's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- a. **Cure by Contractor.** The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Waste Collection Services that are the subject of the Event of Default; and to take any or all other

action necessary to bring the Contractor and the Waste Collection Services into compliance with this Agreement.

- b. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.
- c. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

If at any time during the course of the Contract, the Contractor fails to provide services to the majority of residential properties within any zone of the Village on the scheduled day (except in the case of the holidays specified above, acts of God, civil unrest or other factors beyond the control of the Contractor), the Contractor shall notify the Village that the Contractor is in "Default" under the Contract. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

13. **Miscellaneous.**

a. The Village shall cooperate with Contractor to provide account information and billing addresses for each residential property to be served by this Agreement.

b. If any word, term, phrase, sentence or paragraph of this Agreement is held invalid, the validity of the remainder shall not be affected.

c. This Agreement is not assignable by either party without the permission of the other, except that the Contractor may assign this Agreement to a corporate affiliate upon notice to the Village. In the event of a sale of Contractor to an unrelated third party, the Contractor may not assign this Agreement without the express written consent of the Village, which shall not be unreasonably withheld. In the event of an assignment, the terms and obligations of this Agreement shall be binding on the assignee and the respective rights, benefits and obligations of the parties shall inure to the benefit of the parties, and their respective heirs, successors and assigns.

d. The applicable laws of the State of Illinois shall govern the making, execution, interpretation and enforcement of this Agreement without regard for choice of law.

e. The Contractor shall, at its sole cost, comply at all times with all laws, ordinances, and regulations of the Village of Gilberts, the County of Kane, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

f. Time is of the essence to all provisions and terms of this Agreement.

g. At the expiration of the Term of this Agreement, the Village and Contractor may renegotiate a new agreement for a similar length of term.

h. This Agreement constitutes the entire agreement between the parties, replaces any prior verbal or written understanding and may not be modified except by an instrument in writing signed by the parties.

i. Contractor agrees to maintain all records and documents related to this Agreement in accordance with the Freedom of Information Act, 5 ILCS 140 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, Contractor shall so notify the Village, and if possible, the Village shall request an extension of time so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

This Agreement is executed for the parties by their respective authorized persons on the date set forth in the caption by:

MDC ENVIRONMENTAL SERVICES, INC.

VILLAGE OF GILBERTS

By: _____

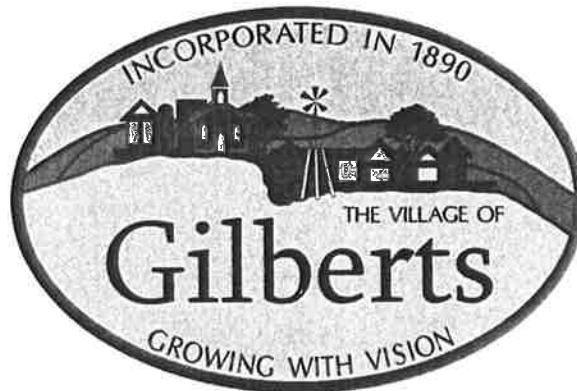
By: _____

Its: _____

Its: _____

Exhibit "A"

**RESIDENTIAL REFUSE, RECYCLING
AND YARD WASTE COLLECTION
REQUEST FOR PROPOSAL (RFP)**



VILLAGE OF GILBERTS

87 Galligan Road
Gilberts, IL 60136
Phone: (847) 428-2861
Fax: (847) 428-2955
www.villageofgilberts.com

Table of Contents

1)	Project Overview	1
A)	Exclusive Franchise Contract.....	1
B)	Exclusive Franchise Contract Exclusion.....	1
C)	Term of Contract.....	1
2)	Scope of Service	1
A)	Scope of Disposal	1
B)	Examination of Service Area	2
C)	Weekly Collection / Same Day Service.....	2
D)	Point of Collection	2
E)	Collection Procedure.....	2
F)	Hours of Collection	3
G)	Holidays	3
3)	Refuse Collection	3
B)	Refuse Receptacles	3
C)	Unlimited Pick-up.....	3
D)	Construction Material	3
E)	White Goods and Special Pickups	4
F)	Refuse Toters	4
G)	Additional Service	4
4)	Recycling Collection	4
A)	General Service	4
B)	Minimum Recyclable Materials to be Collected.....	4
C)	Recycling Receptacles	5
D)	Non-Conforming Recycling Receptacles.....	5
E)	Recyclable Material Disposition.....	5
5)	Yard Waste Collection	6
A)	Yard Waste Season	6
B)	General Service.....	6
C)	Yard Waste Receptacles.....	6
D)	Fall Leaf Pick-up.....	6
E)	Christmas Tree Recycling.....	6

F) Yard Waste Disposal.....	6
6) General Requirements	6
A) Municipal Facilities	6
B) Special Events.....	7
C) No Strike Guarantee.....	8
D) Disaster Clean-Up Services	8
E) Vehicles.....	8
F) Service Implementation	9
7) Compensation.....	9
A) Rates.....	9
B) Billing	9
C) Franchise Fee	9
D) Recycling Revenue Sharing.....	9
E) Senior/Disability Discount.....	9
F) Price Change	9
G) Change in Law	10
H) Records	10
8) Public Awareness	10
A) Holiday Notification	10
B) Maintain Schedule of Pick-up.....	10
C) Informational Brochure.....	10
9) Reporting & Customer Service	11
A) Monthly Reporting Requirements.....	11
B) Complaint Response	11
C) Contact.....	11
10) General Provisions.....	12
A) Compliance with Laws.....	12
B) Adherence to Schedule.....	12
C) Notice of Default Required	12
D) Indemnification	12
E) Performance Bond	13
F) Insurance.....	13
G) Equal Employment Opportunity	14
H) Independent Contractor Not Employed	14

I) Right of Inspection.....	15
J) Additional Requirements	15
K) Change in Service	15
L) Flow and Transportation of Refuse.....	15
11) Contents of Proposals	15
A) Contractor Qualifications.....	15
B) Financial Proposal.....	16
C) Contractual Arrangements	16
D) Proposal Security	16
E) Proposal Deadline	17
F) Pre-Proposal Meeting.....	17
12) Basis of Selection	17
Appendix A.....	18
Contractors are invited to summarize optional services that may be offered to Gilberts' residential customers, if selected as the franchise Contractor. .	19
Appendix B	20
Appendix C	21

1) Project Overview

The Village of Gilberts (the "Village"), a community of 6,364 located in Kane County, Illinois is seeking one qualified and responsible company (the "Contractor") to provide refuse, recycling and yard waste collection services. The Contractor shall collect refuse, recyclable materials and yard waste once each week from every residence in the Village without regard to the number of refuse containers (with the exceptions listed in this RFP) and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this RFP.

A) Exclusive Franchise Contract

It is the intent of the Village to award the Contractor the sole exclusive franchise contract, license, and privilege to collect refuse, recyclable material, and yard waste from every residence in the Village.

The Contractor shall be an independent contractor as to the work, notwithstanding that in certain respects the Contractor is required to follow the direction of the Village. The Contractor is in no respect an agent, servant or employee of the Village.

B) Exclusive Franchise Contract Exclusion

The exclusive franchise contract will exclude refuse, recycling, and yard waste collection for non-residential customers and any construction waste or recyclables, save for elsewhere specified in this RFP.

C) Term of Contract

The initial term of the franchise contract to collect refuse, recyclable material and yard waste from every residence in the Village shall be for an initial term of **three (3) years commencing on May 1, 2011 and ending April 30, 2014, with two (2) year one-year extensions at the Village's option.** The Village shall be free to solicit bids or requests for proposals from other contractors for a new exclusive franchise contract, and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.

2) Scope of Service

A) Scope of Disposal

The Contractor shall furnish at its expense and without liability to the Village, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to provide an adequate, uninterrupted and sanitary scavenger and curbside recycling service for the removal and disposal of all refuse, recyclable materials and yard waste during the term of the franchise contract and in accordance with the methods and procedures specified herein.

B) Examination of Service Area

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the refuse, recycling and yard waste collection services as specified in this RFP. This includes, but is not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and other factors that would affect the execution and/or completion of the services covered by the specifications in this RFP.

As of October 2010, the Village has identified 1,750 MOL residential households receiving service. The total does not reflect any changes based upon the 2010 census.

C) Weekly Collection / Same Day Service

1414 - 2,130
715
curb side
service

The Village desires to establish a one-day schedule for the collection of refuse, recycling and yard waste from all residences. The Contractor shall provide waste collection services throughout the Village on the same day of the week. The Contractor's proposal shall identify which day(s) of the week collection services will be provided, and whether there is a premium or discount on the rate associated with a specific collection day.

D) Point of Collection

Refuse, recyclable materials, and yard waste materials shall be collected from receptacles placed at the curb (or edge of pavement where there is no curb) of the public street in front of the residence to be served.

Refuse and recyclable material from buildings owned or leased by the Village shall be collected from receptacles at a reasonably accessible location designated by the Village Administrator.

E) Collection Procedure

The Contractor shall not allow garbage, refuse, recyclable materials or landscape waste to scatter nor spread as a result of the scavenger's service provided within the Village. Any garbage, refuse, recyclable materials or landscape waste spilled on the yard or street shall be picked up prior to leaving the site of collection. The Contractor shall carry on each collection vehicle not less than one broom and shovel to clean up any garbage, refuse, recyclable materials, or landscape waste spilled. The Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. Garbage containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition. Garbage containers, which have been substantially damaged through the fault of the Contractor, shall be replaced by the Contractor with containers of like kind and quality as those damaged. Contractor shall not be responsible for plastic containers of insufficient strength that may crack from exposure to freezing temperatures.

F) Hours of Collection

No refuse, recyclable materials and yard waste pickups shall be collected prior to 7:00 a.m. or no later than 6:00 p.m. central time. Notice of expected of delays due to inclement weather or heavy volumes such as during the leaf collection season shall be reported to the office of the Village Administrator in a timely manner prior to the anticipated delay. In those cases all efforts will be made to complete the routes within a reasonable amount of time on the same collection day.

G) Holidays

Holidays to be observed by the Contractor are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event that a holiday falls on a weekday, refuse, recycling and yard waste collection services shall be delayed one day after the recognized holiday that week and that week only. Collection shall also be provided on Saturday, if necessary, as the result of the holiday.

3) Refuse Collection

A) General Service

The Contractor is required to provide refuse collection once each week from every residence in the Village and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this Contract (the "Service").

B) Refuse Receptacles

Refuse which is not readily storable in refuse containers shall be collected by the Contractor if it is stacked neatly alongside of refuse containers on regular refuse collection days.

C) Unlimited Pick-up

The customer shall be permitted to put an unlimited number of trash containers out for pick-up as long as this material is the result of weekly accumulation or weekend cleanup projects. Unlimited refuse collection shall include bulk items (e.g. discarded furniture) and small amounts of construction debris and materials that one person can load into the collection vehicle.

D) Construction Material

The Contractor shall pick up small amounts of construction materials as described above. In the event large amounts of construction materials are placed on the curb that exceed the agreed upon weight/size limits, the customer shall be responsible for arranging special pickups for the removal and disposal of those materials. The Contractor shall provide a customer with an estimate of the cost of a special pickup service, with the cost specified in writing prior to rendering the service. Special

pickups are to be picked up within one week after a cost estimate is given, or otherwise agreed to by the customer.

E) White Goods and Special Pickups

All other solid waste not otherwise specified (including white goods) shall be collected and disposed of in unlimited quantity as a special pick-up. Special pick-ups shall be accomplished within one week after cost estimate is given, or as otherwise agreed to by the customer. The Contractor shall provide a customer with an estimate of the cost of a special pickup service, with the cost specified in writing prior to rendering the service. Special pickups are to be picked up within one week after a cost estimate is given, or otherwise agreed to by the customer.

F) Refuse Toters

The Contractor will provide each customer either a 96 gallon refuse toter (receptacle with a lid and wheels) or a smaller 60-70 gallon refuse toter, at the customer's option. The Contractor shall specify the size of the smaller toter to be offered to customers. Proposals shall specify the rental rate and/or purchase price of additional toters that may be rented and/or purchased by the customer.

G) Additional Service

On request, the Contractor shall provide the residents of the Village with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and large quantities of liquid requiring tanker truck disposal equipment) for the actual cost to the Contractor of removal of such materials, but in no event shall the Contractor be required to collect such materials for excavating and other construction contractors.

4) Recycling Collection

A) General Service

The Contractor is required to provide comingled recycling collection once each week from every residence in the Village to coincide with refuse/landscaping waste pickups.

B) Minimum Recyclable Materials to be Collected

- 1) PAPER ITEMS
 - a) Magazines and Catalogs
 - b) Telephone Directories
 - c) Generic Brown Paper Bags
 - d) Junk Mail
 - e) Mix Papers
 - f) Paperboard (Chipboard)
 - g) Wet Strength Carrier Stock

- 2) ASEPTIC PACKAGING
 - a) Milk Cartons
 - b) Juice Boxes
- 3) PLASTIC
 - a) PET (#1) Plastic Bottles and Containers
 - b) HDPE (#2) Plastic Bottles and Containers
 - c) Plastic 6 & 12 Pack Rings
- 4) METAL
 - a) Aluminum Cans, Foil, Baking Trays/Pie Plates
 - b) Steel or Tin Cans
 - c) Aerosol Cans
- 5) GLASS
 - a) Bottles and Jars
 - b) Brown, Green, Blue and Clear Glass

C) Recycling Receptacles

The Contractor will provide each customer a 64 gallon recycling toter (receptacle with a lid and wheels). At no additional expense to the customer, the contractor will provide the option of either a 96 gallon or 30-40 gallon toter as a substitute. The Contractor shall specify the size of the smaller toter to be offered to customers. Proposals shall specify the rental rate and/or purchase price of additional toters that may be rented and/or purchased by the customer.

D) Non-Conforming Recycling Receptacles

Ordinarily there will be no more than one recyclable material container placed at the curb by the occupants of each residence. However, residents will be allowed to supplement the single container with a generic container if the recycle toter is not large enough to accommodate a resident's needs. Recyclable material packed in such generic containers shall be collected by the Contractor with all other recyclable material.

E) Recyclable Material Disposition

The Contractor shall, at least once a month, transport all recyclable material to a recyclable material processing facility which is actually engaged in the business of reusing or recycling such materials. Any and all recyclable material processing facilities which may receive recyclable material collected through the service herein described, and the intended use of the processed material, shall be subject to approval by the Village.

5) Yard Waste Collection

A) Yard Waste Season

Yard Waste will be collected during the designated yard waste season, beginning April 1st and ending between December 1st and December 15th, to be specified by the Contractor in the proposal.

B) General Service

The Contractor is required to provide yard waste collection once each week to coincide with refuse collection service. Yard waste collection and disposal services shall be provided at no additional charge to Village residents.

C) Yard Waste Receptacles

All yard waste shall be placed in water proof plastic or metal container with a tight fitting cover, or a biodegradable Kraft bag, of a size no larger than 34 gallons and not exceeding 50 pounds in weight.

D) Fall Leaf Pick-up

The Contractor will provide ~~x~~ fall leaf pick-up from October 1st through December 15th each year. The leaves need to be contained in permitted yard waste bags or a container. There will be no limit in the number of bags.

E) Christmas Tree Recycling

The Contractor shall pickup discarded Christmas trees placed curbside after the Christmas holidays until January 31. Discarded Christmas trees shall be picked up at no additional charge to the customer and shall be considered included in the refuse collection and recycling program.

F) Yard Waste Disposal

The Contractor shall transport all yard waste materials to a yard waste composting site which meets the requirements of the specifications and provisions of all applicable laws.

6) General Requirements

A) Municipal Facilities

The Contractor will provide the services hereinabove described, at all Village facilities, including the collection and recycling of mixed office paper and other recyclables, together with the collection and disposal of bar screen and grit chamber wastes generated by the Village sewage treatment plants, as well as roll-off containers

for yard waste collected at Public Works at no charge to the Village. Below is a list of Village facilities to be served:

- 1) Village Hall 87 Galligan Road- 1 x 96 gallon garbage toter, 2 x 96 gallon recycling toters
- 2) Public Works, 73 Industrial Drive- 6-yard garbage container, 1 x 96 gallon recycling toter
- 3) Old Public Works Building, 84 Tower Hill Road – 2-yard garbage toter, 2 x 96 gallon garbage toters
- 4) Water Building, 320 Raymond Drive- 1 x 96 gallon garbage toter, 2-yard garbage container
- 5) Waste Treatment Plant, 281 Raymond Dr. – 2 x 96 gallon garbage toters
- 6) Police Department, 86 Railroad St.- 2-yard garbage container, 1 x 96 gallon recycling toter
- 7) Fire Department, 11 East Higgins Road- 2-yard garbage container, 1 x 96 gallon recycling toter
- 8) Town Center Park, 301 Columbia Lane – 4 x 96 gallon garbage toters, 1 x 96 gallon recycling toter
- 9) Memorial Park, 355 Tyrrell Road – 6 x 96 gallon garbage toters, 2 x 96 gallon recycling toters
- 10) Waitcus Park, 16 Higgins Road – 2 x 96 gallon garbage toters, 1 x 96 gallon recycling toter

B) Special Events

The Contractor will provide the necessary services to Gilberts Community Days, Easter Egg Hunt, Fall Bonfire, and spring/summer/fall sports seasons at Waitcus, Memorial and Town Center Parks. These services would include refuse and recycling services as well as portable rest room facilities along with hand washing stations and ADA accessible rest rooms, as needed, at no charge to the Village. The minimum number of portable toilets, hand washing stations and dumpsters for said events shall be as follows, unless otherwise specified in advance by the Village:

- 1) Gilberts Community Days (August- 2 days)
 - a. 5 total portable toilets (4 regular 1 ADA)
 - b. 3 hand wash stations
 - c. 35 x 96 gal wheeled toter (20 garbage 15 recycle)

- 2) Easter Egg Hunt (March/April - 1 day)
 - a. 3 total portable toilets (2 regular 1 ADA)
 - b. 1 hand wash station
 - c. 5 x 96 gal wheeled toter (3 garbage 2 recycle)
- 3) Fall Bonfire (October – 1 day)
 - 5 a. ~~3~~ total portable toilets (4 regular 1 ADA)
 - b. 1 hand wash stations
 - c. 5 x 96 gal wheeled toter (3 garbage 2 recycle)
- 4) Sports seasons (April 1 through October 31)
 - a. Waitcus Park - 2 total portable toilets (1 regular 1 ADA), 1 hand wash station,
 - b. Memorial Park - 3 total portable toilets (2 regular 1 ADA), 1 hand wash station
 - c. Town Center Park 4 total portable toilets (3 regular 1 ADA), 1 hand wash station

C) No Strike Guarantee

The Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. The contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under any contract.

D) Disaster Clean-Up Services

In the event of a disaster, as declared by the Village President, the Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the Village. The Contractor will be responsible for servicing the Village in a timely manner.

In addition, the Contractor and the Village will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing roll-off dumpsters and any additional curbside pick-ups. If an agreement cannot be reached between the Contractor and the Village, the Village will be able to pursue the necessary services from another company.

E) Vehicles

Vehicles shall be fully enclosed, leak proof, and operated in such a way that no refuse, recyclables, or yard waste can leak, spill or blow off a vehicle. The Contractor shall be responsible for the immediate collection and clean up of any litter that is caused by the failure to properly secure materials.

The Village reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the franchise contract. A list of the necessary vehicles to complete the services as specified in the RFP must be provided by completing Appendix C.

F) Service Implementation

All aspects of the refuse, recycling and yard waste collection service selected by the Village must be implemented by May 1, 2011.

7) Compensation

A) Rates

The Contractor agrees to provide, for the term of the contract, the once-a-week residential refuse, recycling and yard waste collection as provided in the specifications of this RFP. The Contractor will provide their proposed rates, as summarized on the form in Appendix A. The same rate(s) is to be applied regardless of the size of garbage or recycling totes selected by the customers.

B) Billing

Charges for service shall be collected by the Village. The Contractor shall provide billing information to the Village in a format and on a schedule mutually agreed upon to establish bi-monthly billing to coincide with the Village's water billing schedule.

C) Franchise Fee

The Contractor will pay the Village a franchise fee in an amount equal to five percent (5%) of the Contractor's total billings for the service for refuse, recycling and yard waste collection, payable for the previous two-month billing period on dates agreed upon by the Village.

D) Recycling Revenue Sharing

The Contractor shall remit to the Village fifty percent (50%) of its gross profits from the sale of recyclable material collected in the Village. All recycling revenue, accompanied by a report on the volumes and current market prices for recycled materials, remitted to the Village payable on a schedule agreed upon by the Village and the Contractor.

E) Senior/Disability Discount

The Contractor shall offer a 10% discount to any household where the head of the household is 65 years of age or older and/or is disabled.

F) Price Change

The cost of refuse, recycling and yard waste collection as summarized on form Appendix A shall be amended annually in accordance with the proposal forms. The price changes shall be effective on May 1st of each year of the franchise contract. The contractor may also provide information/rates on services available to non-residential

customers on form Appendix B. This information will be made available to Gilberts non-residential customers as a courtesy.

G) Change in Law

The fees provided above in this section shall include any and all charges, taxes and fees for the collection, transportation and disposal of all refuse and yard waste collected and the transportation and processing and disposition of all recyclable materials. The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Village or the contractor in connection with the Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that affects the Contractors cost of providing the service, such as a sales tax on services, other than property taxes, the Contractor may adjust the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

H) Records

The Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the Village, and gross receipts from the sale of recyclable materials during the term of the Contract. Such books and records shall be made available for examination and audit by the Village at any time during business hours.

8) Public Awareness

A) Holiday Notification

The Contractor shall assist the Village with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of the franchise contract.

B) Maintain Schedule of Pick-up

The Contractor shall continue to pick up garbage throughout the Village on the same day(s) of the week as proposed on Appendix A of this RFP during the term of the franchise contract (the "Schedule"). The Schedule shall not be changed without the consent of the Village nor without giving a minimum of sixty (60) days written notice to the Village. The Contractor shall also publish the pending schedule change at least three (3) times in a newspaper of general circulation in the Village.

C) Informational Brochure

The Contractor shall create, supply and maintain throughout the term of the franchise contract an informational brochure to the Village for distribution to new residents and

residents upon request. The brochure should inform residents of the aspects included in the residential refuse, recycling and yard waste collection service. The Contractor and Village shall mutually agree upon the contents of the informational brochure. The Contractor shall provide informational brochures for annual disbursement to all customers within the Village and 100 copies for distribution at Village Hall. The Contractor shall also provide the informational brochure in a digital format to be posted on the Village's and the Contractor's websites.

9) Reporting & Customer Service

A) Monthly Reporting Requirements

The Contractor shall provide the Village with the following monthly reports:

- 1) Complaints: A report of all resident complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint.
- 2) Refuse: A report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same.
- 3) Recycling: A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the volume of recyclable materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.
- 4) Yard Waste: A report on the status of the yard waste collection program, including the volume of yard waste collected (separated into amounts of leaves and grass) and deposited at each yard waste processing facility, and summaries of problems encountered with program implementation.

B) Complaint Response

The Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service for Gilberts residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) from 8:30 a.m. until 4:30 p.m. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received. The Contractor shall notify the Village of any complaints received and corrective actions taken.

C) Contact

The Contractor shall provide a point of contact to the Village to handle any issues relative to the franchise contract as well as any complaints received by the Village regarding the refuse, recycling and yard waste collection services provided by the

Contractor. The Contractor shall also provide contact information for after-hours emergencies.

10) General Provisions

A) Compliance with Laws

The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the Village of Gilberts, the County of Kane, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

B) Adherence to Schedule

The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

The Contractor shall not be excused for failure to comply with the Village-approved Schedule by reason of any street or other construction work performed by the Village or its contractors. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect the refuse, recyclable material, and yard waste by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to Village residents.

C) Notice of Default Required

If at any time during the course of the Contract the Contractor shall collect waste from any zone of the Village on a day other than the scheduled day (except in case of the holidays specified above) the Contractor shall notify the Village that the Contractor is in "Default" under the Contract. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

D) Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the Village, its officers, officials, employees, agents, consultants and volunteers harmless from and against any and all liability, claims and attorney's fees, costs and expenses of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the Service or performance of work or failure to perform under the terms of this Contract, including, but not limited to, any negligent or intentional acts or omissions of Contractor, or any employee, agent, representative or subcontractor of the Contractor. This obligation to indemnify shall survive the

termination and/or expiration of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

E) Performance Bond

The Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of the Franchise Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Five Hundred Thousand (\$500,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the Village by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor.

F) Insurance

The Contractor shall obtain and maintain in full force and effect throughout the duration of this Contract, and any extension or renewal thereof, the following minimum insurance coverage's at Contractor's sole cost:

- 1) Comprehensive general liability and property damage insurance with limits of not less than \$5,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$5,000,000.00.
- 2) Comprehensive automobile liability of \$5,000,000.00 for bodily injury and property damage combined for each occurrence.
- 3) Worker's Compensation Insurance as required by statute, and employer's liability insurance with limits of not less than \$500,000.00 each employee for bodily injury by accident or \$500,000.00 each employee or bodily injury by disease.

The Village shall be named as an additional insured except on the worker's compensation policy.

The Contractor shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability; provided, however, that the Village is named as additional insured under such umbrella policy. Contractor shall secure the required insurance from an insurance company acceptable to the Village and shall provide the Village with certificates of insurance within 10 days of the date of execution of this Contract. The certificate shall include a provision that requires thirty (30) days prior written notice to the Village of any cancellation, reduction or change in coverage of any policy indicated on said certificate by certified mail, return receipt requested.

Prior to the beginning of the term of this Contract, the Contractor shall furnish the Village with above described Certificates of Insurance and Certificate of Coverage and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

All coverages required herein shall be primary insurance as respects the Village, its officials, officers, employees, volunteers and agents. Any insurance of self-insurance maintained by the Village, its officials, officers, employees, volunteers and agents shall be in excess of insurance maintained by the Village, and shall not contribute with said coverages/insurance.

Insurance companies which obtain a rating from A.M. Best, that rating shall be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

G) Equal Employment Opportunity

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

- 1) Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- 2) Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

H) Independent Contractor Not Employed

The Contractor is and shall be considered as an independent contractor and neither the Contractor nor its employees are or are to be considered as employees or agents of the Village.

I) Right of Inspection

The Contractor shall, upon reasonable notice, make accessible for inspection by the Village, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives waste from the Village as a result of the Contract.

J) Additional Requirements

The Contractor at all times shall maintain access to disposal facilities approved by IEPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specifications and provisions contained in the Contract.

K) Change in Service

If the Village should wish to change the type or scope of service provided during the term of the franchise contract, the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when a proposed change in service would begin. The Village and the Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the Village and Contractor are unable to agree to alternate terms, the existing franchise contract shall remain in force or be terminated, in accordance with the provisions of the contract.

L) Flow and Transportation of Refuse

Should a transfer station or similar garbage transportation and/or processing facility be located within the Village of Gilberts during the contract period, the Contractor shall be required to dispose of all refuse collected from Gilberts customers at the Gilberts facility.

11) Contents of Proposals

A) Contractor Qualifications

- 1) Provide an executive summary of your company which includes the company's name, address, phone/fax numbers and website address as well as a brief background description of the company's experience (including the number of years the company has been in business and the current number of customers).
- 2) Provide contact information for the person submitting your company's proposal. This information should include name, title, phone/fax numbers, mailing address and email address.
- 3) Provide a list of municipalities, along with contact names and information, where your company currently holds or held a franchise contract, within the last five years, for the collection of residential refuse, recycling, and yard waste.

- 4) Provide a description on how your company will implement and provide services as provided in this RFP, including a brief history of the firm and its experience, qualifications and success in providing these Services.
- 5) Provide a breakdown of the number of vehicles to be used in the execution of the franchise contract, including refuse, recycling and yard waste collection. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides. The list shall be provided by completing Appendix C.

B) Financial Proposal

- 1) Describe the firm's proposed fee for providing the Services as provided in this RFP per month, per household. This information is to be summarized on the form in Appendix A.
- 2) Proposals may include optional services available to non-residential customers in Gilberts, as summarized in Appendix B. This information will be made available to Gilberts' businesses and institutions as a courtesy.

C) Contractual Arrangements

The awarded Contractor will be required to execute the franchise contract for the services outlined in this RFP.

D) Proposal Security

Each proposal shall be accompanied by a proposal security, which shall be in the form of certified check or a bank cashier's check in the amount of twenty-five thousand dollars (\$25,000), made payable to the Village of Gilberts. Proposals submitted without the required security shall be rejected.

The Village may grant a request of proposal withdrawal, if a written request is received prior to the specified deadline for proposals to be submitted.

After formal notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be retained until the required performance bond has been received by the Village, at which time the proposal security will be returned to the successful Contractor. In the event that the awarded Contractor withdraws its proposal, or neglects or refuses to enter into a contract with the Village, the Contractor shall forfeit the proposal security and shall be liable for any damages the Village may thereby suffer.

Proposal securities of the unsuccessful contractors shall be held until the successful Contractor's performance bond is received, at which time the proposal securities will be promptly returned to the unsuccessful contractors.



E) Proposal Deadline

All proposals must be received at the Gilberts Village Hall, 87 Galligan Road, Gilberts, IL 60136 by 4:30 p.m., Monday, November 22, 2010. Proposals received after the deadline will not be accepted.

Any questions concerning this RFP will be directed to Mr. William Beith, 847-428-2861 or wbeith@villageofgilberts.com. The Village will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

Three (3) bound paper copies of the proposal and a digital copy of the proposal in .pdf format must be received at Village Hall by the deadline. The digital copy can be submitted on a CD with the paper copies or can be emailed to the above email address.

F) Pre-Proposal Meeting

Prospective contractors are strongly encouraged to attend a pre-proposal meeting to discuss the collection services as set in this RFP and to have any clarification questions answered. The pre-proposal meeting shall take place on Wednesday, October 27 at 10:30 a.m. in the Gilberts Village Hall, Council Chambers, 87 Galligan Road, Gilberts, IL 60136.

12) Basis of Selection

The Village of Gilberts will evaluate proposals, and if a vendor is selected, the vendor will be selected on the basis of:

1. The Contractor's plan to provide the Village of Gilberts with the services as specified in the RFP.
2. The Contractor's experience in providing services similar to those described in this request for proposal and demonstrated ability to provide the services outlined in the Contractor's plan.
3. The Contractor's references from municipalities where the Contractor currently holds or held a service contract within the last five years.
4. The Contractor's financial proposal.
5. Any other factors relevant to the Contractor's capacity and willingness to satisfy the Village of Gilberts.
6. The Village of Gilberts has the right to reject all proposals or request additional information.

Appendix A

Contractor Proposal Form

Company Name (DBA if applicable)	
Address:	
Phone:	
Fax:	
Email:	
Website:	
President/CEO:	
Proposal Contact: (if different)	
Contact phone (if different)	
Contact email (if different)	

Enter the proposed residential rate and day of pick up. Are there any discounts or premiums to the proposed rate based on which day Village selects? If so, what is rate for each day of the week?

Proposed Residential Rates:					
Rate Effective Date:	May 1, 2011	May 1, 2012	May 1, 2013	Option Year May 1, 2014	Option Year May 1, 2015
Pickup date:					
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					

The Contractor's rate proposal shall include the provision of one refuse toter and one recycling toter to each customer. Provide below the rental rate and/or purchase cost of additional toter(s), if available from the Contractor.

Rental Rate for Additional Optional Toter:					
Contract Year	May 1, 2011	May 1, 2012	May 1, 2013	Option Year May 1, 2014	Option Year May 1, 2015
Additional garbage toter (any size)					
Additional recycle toter (any size)					
Cost of Additional Toter to Purchase:					
96-gallon garbage toter:					
64-gallon garbage toter:					
96-gallon recycling toter:					
64-gallon recycling toter:					
35+/- recycling toter:					

Contractors are invited to summarize optional services that may be offered to Gilberts' residential customers, if selected as the franchise Contractor.

Appendix B

Optional Services Offered

This RFP is for residential waste, recycling and yard waste collection services and does not include non-residential customers. Contractors are invited to provide information about services and rates that may be available to the 130+/- non-residential customers in Gilberts. This information will be made available to Gilberts businesses and institutions as a courtesy.

Please provide a rate summary sheet for services offered to non-residential customers, including but not limited to:

- 96-gallon garbage toter / 64-gallon recycling toter
- Commercial Refuse Rate (per yard)
- Commercial Recycling Rate (per yard)
- Roll-off Transportation (per load)
- Roll-off Disposal (per ton)

Summarize other services available to Gilberts non-residential customers, including contact information for non-residential customers.

Appendix C

Vehicle Inventory Form

Please list the number of vehicles which will be used to provide refuse, recycling and yard waste collection services as described in this RFP. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides.

1) Number of vehicles used for one-day collection:

Refuse _____

Recycling _____

Yard Waste _____

Exhibit "B"



1050 Greenlee Street, Marengo, IL 60152
815-568-7274

November 22, 2010

Mr. William Beith
Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

RE: Residential Refuse, Recycling and Yard Waste Collection RFP

Dear Mr. Beith,

Attached please find MDC Environmental Services, Inc.'s submission per the RFP issued by the Village.

MDC is excited about the possibility of partnering with the Village of Gilberts. MDC is locally owned, locally managed and all of our customer service functions are performed in Marengo, IL. We believe that we offer a level of customer service that is unmatched by our competitors. With over 40 years of experience serving the refuse and recycling needs of Kane and McHenry counties, MDC possesses both the experience and the personnel sought by the Village of Gilberts.

MDC has the flexibility to adapt to changing needs within the Village. I would be willing to meet with you at any time to discuss the contents of this proposal, and, if necessary, to adapt the proposal to address any concerns the Village may have.

Thank you for considering our proposal. If you have any questions, I can be reached at (815) 568-7274 or via email at gregyork@mdces.com. As always, please accept our best wishes for the continued prosperity of the Village.

MDC Environmental Services, Inc.


Greg York
General Manager

Appendix A

Contractor Proposal Form

Company Name (DBA if applicable)	MDC Environmental Services, Inc.
Address:	1050 Greenlee St., Marengo IL 60152
Phone:	815-568-7274
Fax:	815-568-5424
Email:	<u>gregyork@mdces.com</u>
Website:	<u>www.mdces.com</u>
President/CEO:	Gary Marzorati
Proposal Contact: (if different)	Greg York
Contact phone (if different)	
Contact email (if different)	

Enter the proposed residential rate and day of pick up. Are there any discounts or premiums to the proposed rate based on which day Village selects? If so, what is rate for each day of the week?

Proposed Residential Rates:					
Rate Effective Date:					
Pickup date:	May 1, 2011	May 1, 2012	May 1, 2013	Option Year May 1, 2014	Option Year May 1, 2015
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY	\$18.85	CPI not less than 3%	CPI not less than 3%		
FRIDAY	X	X	X		

X signifies two day pickup, Thursday and Friday. Approximately 50% of the residential units in the Village will be collected each day.

The Contractor's rate proposal shall include the provision of one refuse toter and one recycling toter to each customer. Provide below the rental rate and/or purchase cost of additional toter(s), if available from the Contractor.

Rental Rate for Additional Optional Toter:					
Contract Year	May 1, 2011	May 1, 2012	May 1, 2013	Option Year May 1, 2014	Option Year May 1, 2015
Additional garbage toter (any size)	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month
Additional recycle toter (any size)	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month
Cost of Additional Toter to Purchase:					
96-gallon garbage toter:	\$50.00 per tote	Market Price	Market Price	Market Price	Market Price
64-gallon garbage toter:	\$50.00 per tote	Market Price	Market Price	Market Price	Market Price
96-gallon recycling toter:	\$50.00 per tote	Market Price	Market Price	Market Price	Market Price
64-gallon recycling toter:	\$50.00 per tote	Market Price	Market Price	Market Price	Market Price
35+1- recycling toter:	\$50.00 per tote	Market Price	Market Price	Market Price	Market Price

Contractors are invited to summarize optional services that may be offered to Gilberts' residential customers, if selected as the franchise Contractor.

Special collections and temporary containers are available for remodeling or roofing projects, garage clean-outs, etc.

Appendix B

Contractor Alternate Proposal

Company Name (DBA if applicable)	MDC Environmental Services, Inc.
Address:	1050 Greenlee St., Marengo IL 60152
Phone:	815-568-7274
Fax:	815-568-5424
Email:	<u>gregyork@mdces.com</u>
Website:	<u>www.mdces.com</u>
President/CEO:	Gary Marzorati
Proposal Contact: (if different)	Greg York
Contact phone (if different)	
Contact email (if different)	

Enter the proposed residential rate and day of pick up. Are there any discounts or premiums to the proposed rate based on which day Village selects? If so, what is rate for each day of the week?

Proposed Residential Rates for a five year contract:					
Rate Effective Date:					
Pickup date:	May 1, 2011	May 1, 2012	May 1, 2013	May 1, 2014	May 1, 2015
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY	\$17.85	CPI Not less than 3%	CPI Not less than 3%	CPI Not less than 3%ss	CPI Not less than 3%
FRIDAY	X	X	X	X	X

X signifies two day pickup, Thursday and Friday. Approximately 50% of the residential units in the Village will be collected each day.



1050 Greenlee Street, Marengo, IL 60152
815-568-7274

**RFP – Residential Refuse, Recycling and Yard Waste Collection
Village of Gilberts**

Contractor Qualifications:

Company Name: MDC Environmental Services, Inc. (f/k/a Marengo Disposal Company)
Address: 1050 Greenlee Street
Marengo, IL 60152
Phone: (815) 568-7274
Fax: (815) 568-5424
Website: www.mdces.com

MDC Environmental Services, Inc. was formed in 1967 as Marengo Disposal Company. What started as a 5 person business has since grown (along with our affiliates) to be one of the 25 largest refuse and recycling companies in North America, according to the September 2010 issue of "Waste Age" magazine.

Our goal is simple: to consistently deliver outstanding customer service at a competitive price. We are proud to be locally-owned and locally-managed. Our Customer Service Telephone Center is located in Marengo, IL. We believe that local people are best situated to respond to local issues, and we take our commitment to our customers seriously. MDC is currently the exclusive hauler for 11 municipalities in McHenry/Kane/Boone counties. Along with our sister companies, MDC provides refuse and recycling services to over 150,000 households and businesses across Northern Illinois.

Contractor Contact Information:

Greg York, General Manager
MDC Environmental Services, Inc.
1050 Greenlee Street
Marengo, IL 60152

(815) 568-7274 ext 100 (phone)
(815) 568-5424 (fax)
(815) 970-1692 (cell)

Current Municipalities holding franchise contracts with MDC Environmental Services, Inc.

Village of Huntley	Dave Johnson	(847) 515-5240
City of Marengo	Deborah Nier	(815) 568-7112
Village of Union	Robert Wagner	(815) 923-4153
City of Crystal Lake	Gary Mayerhoffer	(815) 459-2020
City of Woodstock	Tim Clifton	(815) 338-4300
Village of Lakewood	Catherine Peterson	(815) 459-3025
City of McHenry	Doug Maxiener	(815) 363-2108
Village of McCollum Lake	Terry Counley	(815) 385-2211
Village of Wonder Lake	Steve Weir	(815) 728-0839
City of Harvard	Dave Nelson	(815) 963-6468
Village of Capron	Kimberly Moore	(815) 569-2351

MDC Implementation Plan for Village of Gilberts:

MDC has over 40 years of experience in refuse and recycling collection, and the management team in Marengo has over 100 years of combined experience in the waste industry.

In the past several years, MDC has successfully implemented “cart-based” refuse programs for 5 communities in the McHenry County area. Combined, these programs required the distribution and set up of over 40,000 refuse and recycling carts. We have established relationships with manufacturers of garbage carts, and any inventory needs for the Village could be met in approximately 30 days. Distribution of the carts would typically require 2 days. MDC would of course coordinate delivery efforts with the existing hauler in order to minimize impact on Village residents.

MDC’s most recent implementation programs occurred in the Village of Huntley and the City of Crystal Lake. Both municipalities were extremely pleased with the overall implementation timeline and execution.

MDC intends to collect refuse and recycling in the Village of Gilberts using fully automated garbage trucks. These trucks use automated “arms” to grasp the garbage cans and empty them into the truck without intervention from the employee. These automated systems are faster, safer, cleaner, and more environmentally sound than the garbage trucks of the past. MDC’s proposal is based upon a two day collection within the Village limits. Approximately 50% of the households will have their refuse, recycling and yard waste collected each Thursday, and the remaining 50% of households each Friday.

MDC also has the advantage of owning and operating our own MSW landfill (Winnebago Landfill in Rockford, IL). By controlling our own landfill, we are insulated from the outside market forces that can impact our competitors.

Appendix B

Optional Services Offered

This RFP is for residential waste, recycling and yard waste collection services and does not include non-residential customers. Contractors are invited to provide information about services and rates that may be available to the 130+/- non-residential customers in Gilberts. This information will be made available to Gilberts businesses and institutions as a courtesy.

Please provide a rate summary sheet for services offered to non-residential customers, including but not limited to:

- 96-gallon garbage toter / 64-gallon recycling toter
- Commercial Refuse Rate (per yard)
- Commercial Recycling Rate (per yard)

MDC offers all types of services to Commercial and Industrial accounts. Container sizes are available (for both refuse and recycling) from 65g up to 10 cubic yards. Compactor units are available for businesses having large volume needs. Collection frequency can be from 1 to 6 days per week. Recycling services are also offered, both for co-mingled office type recyclables and corrugated cardboard.

- Roll-off Transportation (per load)
- Roll-off Disposal (per ton)

MDC offers both permanent and temporary roll-off containers. Available sizes range from 14 cubic yards to 30 cubic yards. Compactor units (up to 40 cubic yards) are also available for large users. Our roll-off fleet is radio dispatched through our CSR facility in Marengo, and the vast majority of our customers receive same-day service.

Pricing for commercial and industrial services is dependent upon many factors, including the volume of material (i.e. container size), the frequency of collection, and the type of material being discarded. Please contact MDC at (815) 568-7274 for a customized quote for your services.

Summarize other services available to Gilberts non-residential customers, including contact information for non-residential customers.

Our affiliate company, William Charles Environmental Services, provides transportation, disposal and remediation services for hazardous waste and industrial special waste streams. By utilizing the services of both MDC and William Charles Environmental, an industrial company can consolidate their waste removal services through a single vendor.

MDC would be happy to provide a “waste audit” for your business. We can review your processes, determine your waste streams, and customize a program designed to reduce your waste, recycle more and save you money. Please call (815) 568-7274 and ask for a Commercial Sales Representative. We will come to your business and develop a program specifically tailored to your needs.

Appendix C

Vehicle Inventory Form

Please list the number of vehicles which will be used to provide refuse, recycling and yard waste collection services as described in this RFP. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides.

1) Number of vehicles used for **Two day** collection:

Refuse 1

Recycling 1

Yard Waste 1

2005	AUTOCAR WXLL64 LEACH	5VCHC6MEX5H202035	P556291
2005	AUTOCAR WXLL64 LEACH	5VCHC6ME35H202037	P556292
2005	AUTOCAR WXLL64 LEACH	5VCHC6ME85H202034	P556293
2008	AUTOCAR WXLL64 MCNEILUS 25 YD	5VCHC6JF38H207286	P652210
2008	AUTOCAR WXLL64 MCNEILUS 25 YD	5VCHC6JF78H207288	P652211
2009	AUTOCAR WXLL64 MCNEILUS 25 YD	5VCHC6JF79H209317	33268R
1992	IH Leach 2RII 20 yd	1HTSHNURXNH406662	20906Q
1997	IH 2RII	1HTGHAAR3VH388637	5976 Q
1994	WHITE 2R	4V2DCFMD2RN677458	33013R
2004	AUTOCAR	5VCHC6LE84N195054	27234R
1996	VOLVO	4V5DCFMD3TR728193	7859R
2003	AUTOCAR WXLL64 GOLIATH	5VCHL6LE64N195148	27227R
2003	AUTOCAR WXLL64 GOLIATH	5VCHJ6LE84N195152	27233R
2003	AUTOCAR WXLL64 GOLIATH	5VCHL6LEX4N195153	19900R
2003	AUTOCAR WXLL64 GOLIATH	5VCHL6LE74N195157	27226R
2003	AUTOCAR WXLL64 GOLIATH	5VCHL6LE64N195151	19899R
2003	AUTOCAR WXLL64 GOLIATH	5VCHC6LE83N194971	33014R
2003	AUTOCAR WXLL64 GOLIATH	5VCHC6LEX3N194972	33011R
2004	AUTOCAR WXLL64 GOLIATH	5VCHC6LE04N195047	27228R
1995	WHITE 2R	4V2DCFMD15N696265	33012R
2001	VOLVO WXLL64 LEACH 2RII	4V2HC6UE11N307701	35061R
2001	VOLVO WXLL64 LEACH 2RII	4V2HC6UE31N307702	15245 R
2002	VOLVO WXLL64 EZ PACK FRONT	4V2HC6UE62N329730	27230R
2002	VOLVO WXLL64 EZ PACK FRONT	4V2HC6UE82N329731	16710 R
2000	VOLVO	4V2HC2UEXYN252247	16716 R

1999	VOLVO WXLL64 LEACH 2RIII	4VMHCMH59XN792961	27142R
2000	VOLVO WXLL64 MCNEILUS 25 YD	4V2HC2UE9YN239327	35060R
1997	VOLVO WXLL64 LEACH 2RII	4VMHCKBE4VR741631	32839R
1999	VOLVO WXLL64 2RII	4VMBCKBE2XN766733	P685680
2006	AUTOCAR WXLL64 LEACH 2RIII	5VCHC6MF16H203133	30470R
2006	AUTOCAR WXLL64 KANN FRONT	5VCHC6MF66H203113	28780R
2006	AUTOCAR WXLL64 KANN FRONT	5VCHC6MF46H203112	30512R
2007	AUTOCAR WXLL64-MCNEILUS 25 YD	5VCHC6MF97H204614	31558R
2007	AUTOCAR WXLL64 KANN FRONT	5VCHC6MF07H204615	31562R
2007	AUTOCAR WXLL64 KANN FRONT	5VCHC6MF27H204616	31563R
2007	AUTOCAR WXLL64 KANN ARM	5VCHC6MF67H204618	31604R
2007	AUTOCAR WXLL64 MCNEILUS 25 YD	5VCVC6MFX7H205027	31534R
2008	AUTOCAR WXLL64 KANN ARM	5VCHC6JF98H206708	32313R
2008	AUTOCAR WXLL64 KANN ARM	5VCHC6JF08H206709	32312R
2008	AUTOCAR WXLL64 KANN ARM	5VCHC6JF78H206710	32314R
2008	AUTOCAR WXLL64 KANN ARM	5VCHC6JF98H206711	32315R
2008	AUTOCAR WXLL64 KANN ARM	5VCHC6JF08H206712	32316R
2008	AUTOCAR WXLL64 KANN ARM	5VCHC6JF58H207290	32408R
2008	AUTOCAR WXLL64 KANN ARM	5VCHC6JF78H207291	32442R
2009	AUTOCAR WXLL64 KANN FRONT	5VCHC6JF79H209320	33270R
2003	AUTOCAR WXLL64 GOLIATH	5VCHL6LE14N195154	19917R
2003	AUTOCAR WXLL64 GOLIATH	5VCHL6LE54N195156	35059R
2003	AUTOCAR WXLL64 GOLIATH	5VCHL6LE34N195155	19897R
2003	AUTOCAR WXLL64 GOLIATH	5VCHC6LE23N194755	33021R
2003	AUTOCAR WXLL64 GOLIATH	5VCHC6LEX3N194969	18451R
2003	AUTOCAR WXLL64 GOLIATH	5VCHC6LE63N194970	27232R

6D

VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER 03-2011

An Ordinance Amending the Village of Gilberts' Code Section 8.7 "Refuse Collection and Disposal" and Section 14 Concerning Fees

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

_____, 2011

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois this ____ day of _____, 2011.

Ordinance No. 03-2011

**AN ORDINANCE AMENDING THE VILLAGE OF GILBERTS' CODE SECTION 8.7
"REFUSE COLLECTION AND DISPOSAL" AND SECTION 14 CONCERNING FEES**

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

WHEREAS, the Village Board of Trustees of the Village have determined that it is in the best interest of the welfare and safety of its citizens to amend section 8.7 "Refuse Collection and Disposal", as well as Section 14 concerning fees for refuse collection and disposal, as set forth in this Ordinance; and

WHEREAS, the President and Board of Trustees have determined that some of the fees and charges need to be modified and, in some cases, new fees and charges implemented in order to ensure the financial sustainability of the Village's General Fund and to reflect the recent Board approval of a new residential refuse collection agreement; and

WHEREAS, the President and Board of Trustees have determined that this Ordinance would serve and be in the best interest of the Village of Gilberts; and

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

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

Section 2. **Amendment.** Section 8.7, entitled "Refuse Collection and Disposal", is hereby amended in its entirety to hereafter read as follows (additions are identified as underlined and deletions are identified by strikethrough):

8.7 **REFUSE COLLECTION AND DISPOSAL**

8.7.1 **Residential Refuse Collection and Disposal**

8.7.1.1 **License Required.** There shall be one (1) License issued by the Village for residential refuse collection and disposal service, recyclable collection and landscape waste collection within the Village.

8.7.1.2 **Exclusive Contract.** Any person or entity seeking to provide residential refuse collection and disposal service, recyclable collection and landscape waste collection within the Village shall secure an exclusive contract with the Village.

8.7.1.3 License Fee. For a fee as specified in Code Section 14.25, a License shall be issued by the Village for residential refuse collection and disposal service, recyclable collection and landscape waste collection within the Village pursuant to the award of an exclusive contract.

8.7.1.4 Residential refuse collection and disposal user fees. The monthly user fee for residential refuse collection and disposal services shall be invoiced and payable on a bimonthly basis and shall be in the amount set forth in Code Section 14.25.

8.7.2 Nonresidential Refuse Collection and Disposal.

8.7.2.1 License Required. It shall be unlawful for any contractor to engage in the business of collection or disposal of garbage, refuse, ashes, or other waste (collectively, "solid waste") or recyclables without first obtaining a license from the village and paying the required fee.

8.7.2.2 License Fee. The annual commercial waste haulers' license fee shall be in the amount set forth in Code Section 14.25.

8.7.2.3 Applications. Applications for licenses pursuant to this section shall be filed with the village clerk. No application shall be accepted unless accompanied by payment of the fee required for such license. Application forms shall be available at the Village Clerk's office.

8.7.3 License Standards. All licensees shall comply with the following license standards:

8.7.3.1 Every contractor seeking a license shall agree to indemnify, save, and keep harmless the village from any and all loss, cost, damage, expense, or liability whatsoever related to the services provided by such contractor, and shall properly execute an agreement so providing in a form acceptable to the village.

8.7.3.2. Every contractor seeking a license shall furnish and maintain insurance for general liability, motor vehicle liability, and other coverage in amounts established by the village manager and in forms satisfactory to the village. Copies of policies and certificates of such insurance shall be provided to the village as part of the application for such license.

8.7.3.3 Every contractor seeking a license shall provide evidence satisfactory to the village that such contractor is capable of providing the services for which a license is sought in a good, workmanlike, competent, and efficient manner in compliance with all applicable statutes, laws, codes, and regulations and without any adverse impacts on the village or any of its residents.

8.7.4 **Contractor Service Standards.** All licensees shall comply with the following license standards:

8.7.4.1 No solid waste, landscape waste, or recyclables collection services shall commence before six a.m. on any day and such services shall not commence before eight a.m. in any given day in any commercial area that is located adjacent to residential developments.

8.7.4.2 No solid waste, landscape waste, or recyclables collection services shall be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

8.7.4.3 Each licensed contractor shall use only vehicles and equipment that are modern, neat, clean, and in a sanitary condition. All disposal equipment shall be watertight, and all containers shall be equipped with airtight covers.

8.7.4.4 All services by all licensed contractors shall be performed in a clean and orderly fashion. No licensed contractor shall deposit, or permit to remain, any solid waste, landscape waste, or recyclables on any property except only as provided in this section or in any contract between the contractor and the village. Every licensed contractor shall replace all containers in their proper locations.

8.7.4.5 Each licensed contractor shall be solely and completely responsible for the safety of its personnel and equipment and of all persons and property affected by such contractor's services. All services shall be performed safely. All services shall be performed at the sole risk and cost of the contractor.

8.7.4.6 Each licensed contractor shall immediately repair all damage inflicted on any property by such contractor and shall restore such property to a condition equal to that existing before the damage was inflicted and satisfactory to the village.

8.7.4.7 No licensed contractor shall store any materials or equipment anywhere in the village except in accordance with all applicable laws, ordinances, rules, and regulations.

8.7.4.8 In the event of a conflict between the standards set forth in this section 8.7.4 and the terms contained in an exclusive residential refuse collection services contract, the terms of the contract shall control.

8.7.5 **Recycling.**

8.7.5.1 A comprehensive recycling system plan shall be required of each licensed contractor, which plan shall include provisions for the exterior recyclable storage area. The exterior recyclable storage area shall be located in close proximity to the solid waste disposal area. In the event that there is insufficient area located near the solid waste disposal area, the licensed contractor shall submit to the village an alternative recycling plan for village review and approval.

8.7.5.2 In the event of a conflict between the provisions of this section 8.7.5 and the terms contained in an exclusive residential refuse collection services contract, the terms of the contract shall control.

8.7.6 **Penalties.** Any violation of any provision of this Section 8.7 shall be deemed a violation of this code and shall be grounds for the immediate revocation of any license issued pursuant to this section and for the imposition of any other penalty generally provided for violations of this code.

Section 3. Amendment. Section 14.25, entitled “Refuse Collection License,” shall be amended as follows (additions are identified as underlined and deletions are identified by strikethrough):

14.25 REFUSE COLLECTION AND DISPOSAL.

14.11.1 Residential Refuse Collection and Disposal User Fee. Pursuant to Section 8.7.1.4 of this code, a monthly user fee shall be imposed on all residential households, invoiced and payable on a bimonthly basis, in the amount set forth in the following schedule:

Effective May 1, 2011: Per household monthly user fee of \$23.00

Effective May 1, 2012: Per household monthly user fee of \$24.00

Effective May 1, 2013: Per household monthly user fee of \$24.00

Effective May 1, 2014: Per household monthly user fee of \$25.00

Effective May 1, 2015: Per household monthly user fee of \$26.00

14.11.2 Residential Refuse Collection and Disposal License Fee. Pursuant to Section 8.7.1.3, the residential waste haulers license fee due upon award of a contract shall be \$25.00.

14.11.3 Commercial Refuse Collection License Fee. Pursuant to Section 8.7.2.2, the annual nonresidential waste haulers license fee shall be \$200.00.

14.25. REFUSE COLLECTION LICENSE

~~One license issued upon award of contract: \$25.00~~

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 _____, 2011.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	_____	_____	_____	_____
Trustee Bruce Erbeck	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Pete Cullotta	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED this _____ day of _____, 2011

(SEAL)

Village President Rick Zirk

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

6E

VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER 04-2011

**An Ordinance adding a New Section to the Village of Gilberts' Code Section 12.5
"Collection of Waste Hauling, Tap-on, Wastewater and Water Fees"**

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

_____, 2011

**Published in pamphlet form by authority of the President and Board of Trustees of
the Village of Gilberts, Kane County, Illinois this ____ day of _____, 2011.**

Ordinance No. 04-2011

**AN ORDINANCE ADDING A NEW SECTION TO
THE VILLAGE OF GILBERTS' CODE SECTION 12.5
"COLLECTION OF WASTE HAULING, TAP-ON,
WASTE WATER AND WATER FEES"**

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

WHEREAS, the Village has modified its billing procedures for Village services to consolidate certain services in one consolidated invoice; and

WHEREAS, the Village has determined that it is appropriate and advisable to establish a priority schedule for the application of any payment submitted for invoiced services that does not reflect payment in full of all services invoiced by the Village; and

WHEREAS, because the Village is obligated by contract to reimburse certain contractors for services rendered on behalf of the Village, payment for these services require a higher priority than other services; and

WHEREAS, invoices for outstanding services require a higher priority than invoices for current services; and

WHEREAS, in furtherance of these issues, the Village Board of Trustees of the Village has determined that it is in the best interest of its citizens to establish a protocol for the collection and distribution of waste hauling fees, tap-on fees, wastewater fees and water fees; and

WHEREAS, the President and Board of Trustees have determined that this Ordinance would serve and be in the best interest of the Village of Gilberts; and

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

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

Section 2. Addition Section 12 for the Gilberts Village Code entitled "Revenue and Finance" is amended to add the following new Section 12.5 for the protocol for the collection and distribution of waste hauling fees, tap-on fees, wastewater fees and water fees as follows:

12.5 Protocol for collection and distribution of waste hauling, tap-on, wastewater and water fee payments

12.5.1 Any amount received by the Village in payment for the following Village services shall be applied in the following order of priority:

1. Any payment amount submitted to the Village will first be applied to any outstanding, and then current, waste hauling fees.
2. Any remaining payment amount submitted to the Village, if any, will then be applied to any outstanding, and then current, tap-on fees.
3. Any remaining payment amount submitted to the Village, if any, will then be applied to any outstanding, and then current, wastewater usage fees.
4. Any remaining payment amount submitted to the Village, if any, will then be applied to any outstanding, and then current, water usage fees.

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

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

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

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this _____ day of _____, 2011.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	_____	_____	_____	_____
Trustee Bruce Erbeck	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Pete Cullotta	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

(SEAL)

APPROVED this _____ day of _____, 2011

Village President Rick Zirk

ATTEST:

Village Clerk, Debra Meadows

Published:

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VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER 05-2011

**An Ordinance Amending Gilberts' Village Code Section 10.18 "Vehicle License Fees
and Section 14 "Fee Schedule"**

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

_____, 2011

**Published in pamphlet form by authority of the President and Board of Trustees of
the Village of Gilberts, Kane County, Illinois this ____ day of _____, 2011.**

Ordinance No. 05-2011

**AN ORDINANCE AMENDING GILBERTS VILLAGE
CODE SECTION 10.18 "VEHICLE LICENSE FEES
AND SECTION 14 "FEE SCHEDULE"**

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

WHEREAS, the President and Board of Trustees have determined that some of the fees and charges need to be modified and, in some cases, deleted in its entirety; and

WHEREAS, the President and Board of Trustees have determined that this Ordinance would serve and be in the best interest of the Village of Gilberts; and

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

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

Section 2. **Amendment.** Section 10.18 "Vehicle License Fees" is hereby deleted in its entirety (additions are identified as underlined and deletions are identified by strikethrough):

~~10.18 VEHICLE LICENSE FEES~~

~~10.18.1 Any person who is a resident of the village or a business or other entity located in the Village and who owns a motor vehicle which is required by state law to be licensed and/or registered with the Illinois Secretary of State shall be required to register such vehicle with the Village and to pay an annual Village vehicle license fee in the amount provided for in Code Section 14 according to the following classifications:~~

~~Class 1 motor bicycles, motor driven cycles and other vehicles under 150 cc~~

~~Class 2 Passenger vehicles and motor driven cycles 150 cc and above~~

~~Class 3 Motor vehicles (other than passenger vehicles) of 8,000 lbs. gross vehicle weight or less.~~

~~Class 4 Motor vehicles 8,000 lbs. and over gross vehicle weight.~~

~~Class 5 Recreational Vehicles.~~

~~10.18.2 All motor vehicles subject to this Section 10.18 shall display an annual Village of Gilberts vehicle registration decal in the lower right corner (passenger side) of the front windshield, except cycles and bicycles shall display such tag on their front fork.~~

- ~~10.18.3 Annual license fees shall be paid not later than the 1st day of July of each year and the then current annual stickers shall be displayed from June 1st of the ten current year until the following June 1st. [Ordinance No. 06-08 passed 3/21/06] [Ordinance No. 06-26 passed 06/06/06].~~
- ~~10.18.4 In the event a vehicle is not registered with the Village and the fee not paid timely, the fee shall increase according to the schedule provide for Code Section 14.~~
- ~~10.18.5 All vehicles new to the village and vehicles of new residents of the Village shall register each subject vehicle within 45 days of acquisition or residency. The basic annual fee detailed in Code Section 14 shall be reduced one half after November 1 in such cases, unless the basic annual fee was due prior to November 1 and not timely paid.~~
- ~~10.18.6 Persons over the age of 62 years as of June 1 may timely register one vehicle at one half the applicable rate. (Ordinance No. 05-09 passed 4/5/05).~~
- ~~10.18.7 Persons receiving permanent full disability from the Social Security Administration shall be permitted to timely register one passenger vehicle at the annual rate schedule provided for in Code Section 14.~~
- ~~10.18.8 All vehicle registrations expire on May 31 of each year.~~
- ~~10.18.9 Registrations may be transferred to a newly acquired vehicle upon proof of registration transfer with the Secretary of State for the applicable fee specified in Code Section 14.~~
- ~~10.18.10 Government owned vehicles are excluded from compliance with this Section —10.18.~~
- ~~10.18.11 Any person who fails to timely register a vehicle pursuant to this Section 10.18 shall be subject to the penalty provisions of Code Section 10.2 in addition to the applicable registration fee schedule under Code Section 14 and shall be required to pay the prosecution expense specified in Section 14.~~
- ~~10.18.12 When registering a vehicle one must supply all data pertaining to the vehicle and it's ownership requested in the form provided by the Village.~~

Section 3. Amendment. Section 14.11 “Vehicle License Fees” (Ordinance No. 01-28) is hereby deleted in its entirety (additions are identified as underlined and deletions are identified by strikethrough):

~~14.11 VEHICLE LICENSE FEES~~

~~14.11 All motor vehicle license stickers must be paid and displayed from and after the 1st day of June of each year. All vehicle registrations expire on June 1st of each year. There will be thirty (30) day grace period from June 1st to July 1st to permit all Village residents to obtain a vehicle sticker. After July 1st a late fee will be assessed and vehicles without decals shall be subject to receiving a ticket for failure to display the annual license sticker.~~

~~14.11.1 Vehicle License Fee Schedule (See also Section 10.18.1)~~

Class 1 Motor bicycles, motor driven cycles and other vehicles under 150 cc	\$12.50
Class 2 Passenger vehicles and motor driven cycles 150 cc and above	\$15.00
Class 3 Motor vehicles (other than passenger vehicles) of 8,000 lbs. gross vehicle weight or less	\$20.00
Class 4 Motor vehicles (other than passenger vehicles) of gross vehicle weight greater than 8,000 lbs.	\$35.00
Class 5 Recreational Vehicles	\$15.00

~~14.11.2 Late Payment Schedule~~

Purchase Date	Class 1	Class 2	Class 3	Class 4	Class 5
June 2 May 31	62.50	65.00	70.00	85.00	65.00

~~14.11.3 Special Conditions~~

~~14.11.3.1 Persons receiving permanent full disability from the Social Security Administration~~

~~Timely registration of one passenger vehicle \$4.00~~

~~14.11.3.2 Registration transfers \$1.00~~

~~14.11.3.3 Prosecution expense~~

~~In addition to all applicable fees and penalties under both this Code Section 14 and Code Section 10.2, any person who fails to timely register a vehicle pursuant to Code Section 10.18 and against whom a court citation is issued shall also pay the Village &75.00 in prosecution expenses.~~

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 _____, 2011.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	_____	_____	_____	_____
Trustee Bruce Erbeck	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Pete Cullotta	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED this _____ day of _____, 2011

(SEAL)

Village President Rick Zirk

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

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Resolution 12-2011

A Resolution authorizing an agreement between the Village of Gilberts and GovQA Inc. for the "Shop QA" website demonstration program

WHEREAS, the Village of Gilberts' President and Board of Trustees desire to stimulate and promote economic growth and development within the Village limits; and

WHEREAS, the Village of Gilberts' President and Board of Trustees has determined that it would be in the best interest of the local businesses and the community to authorize an agreement with GovQA Inc. for the "ShopQA" website demonstration program.

WHEREAS, the Village of Gilberts' President and Board of Trustees realize that almost 50% of small businesses do not have a website and 95% of all purchases are made within a five mile radius of home; and

WHEREAS, the Village of Gilberts' President and Board of Trustees desire all of the local businesses and home based businesses have the ability to have an internet presence; and

WHEREAS, ShopQA has demonstrated that a number of local government entities, have entered into an agreement with GovQA Inc. for the "ShopQA" website demonstration program this was instrumental in initiating successful shop local programs.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois as follows:

Section 1. The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and GovQA and such documents as are necessary and convenient to effectuate as attached hereto and made a part hereof as Exhibit A as approved.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval pursuant to law.

Passed this _____ day of March, 2010 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	_____	_____	_____	_____
Trustee Bruce Erbeck	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Pete Cullotta	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

Published this day of _____, March, 2011

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

WEBQA SERVICE(S) AGREEMENT

For GovQA Service(s)

THIS SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and Gilberts, a village with its principal place of business at 87 Galligan Road, Gilberts, IL 60136 ("Customer") is made effective as of February 15, 2011. ("Effective Date").

1. WEBQA DELIVERY OF SERVICES:

WEBQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the ShopQA Service(s) on the Authorized Website(s) identified in Schedule A in consideration of the terms described in Schedule A.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. In addition, Customer agrees that this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others. All Customer data is owned by the Customer. Under no circumstances is the system intended to capture confidential information of any kind. Confidential information is defined as social security numbers and financial information.

Customer agrees to maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

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

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

4. WARRANTY AND LIABILITY:

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

5. TERMINATION:

Either party may terminate this agreement if the terminating party gives the other party sixty (60) day's written notice prior to termination.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will, if requested, provide Customer with an electronic copy of Customer's data; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. SERVICE INITIATION:

Customer agrees to post a "coming soon" notice on Customer website within the 1st month of contract signing and begin offering the Service through its website within 3 months of contract signing.

8. CONFIDENTIALITY:

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

9. MISCELLANEOUS PROVISIONS:

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

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

C. WEBQA agrees to maintain all records and documents related to this Agreement in accordance with the Freedom of Information Act, 5 ILCS 140 et seq. In addition, WEBQA shall produce records which are responsive to a request received by the Customer under the Freedom of Information Act so that the Customer may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, WEBQA shall so notify the Customer, and if possible, the Village shall request an extension of time so as to comply with the Act. In the event that the Customer is found to have not complied with the Freedom of Information Act due to WEBQA's failure to produce documents or otherwise appropriately respond to a request under the Act, then WEBQA shall indemnify and hold the Customer harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

9. ACCEPTANCE:

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

Customer: The Village of Gilberts

Signature: _____

Print Name: _____

Title: _____ Date: _____

WebQA Inc.

Signature: _____

Print Name: John Dilenschneider

Title: CEO Date: _____

WEBQA SERVICE(S) AGREEMENT

For GovQA Service(s)

Schedule A

A. Service(s): **Software:** ShopsQA Service with Advertising Module
Website: www.

B. Fees: **Subscription Service** **At a Locked-In subscription cost per month for term of** **\$0**

- | | |
|---|---|
| <input checked="" type="checkbox"/> ShopsQA Community Business Portal | <input type="checkbox"/> Citizen Request Management Module |
| <input type="checkbox"/> Community Pages: Microsites | <input type="checkbox"/> Code Enforcement Module |
| <input type="checkbox"/> NetQA: Community Communication | <input type="checkbox"/> Permitting Module with Contractor Portal |
| <input checked="" type="checkbox"/> Advertising Rental Module (Addendum) | <input type="checkbox"/> Licensing Module |
| <input checked="" type="checkbox"/> Ongoing service upgrades for all designated modules | |

Implementation and Training: **At a Locked-In cost of** **\$0**

- | |
|--|
| <input checked="" type="checkbox"/> One-time setup of business information into portal directory provided by village |
| <input checked="" type="checkbox"/> Site Administrator Training included |

Storage: **waived**

- | |
|---|
| <input checked="" type="checkbox"/> 10 GB storage free with service(s). Additional 10GB is \$20/month |
|---|

C. Terms: **Annual Term** **Starting: February 16, 2011** **Ending: February 15, 2014**

At the end of the three year term, Customer and WEBQA may enter into a new agreement for services upon mutually agreed upon terms and conditions. **Customer agrees to hold a kickoff meeting with WebQA to launch implementation no later than 15 days from contract start date.**

D. No Cost: There shall be no cost to the Customer for the services provided by WEBQA for the three year term of this Agreement.

F. Special: Includes **Advertising Rental Module** Addendum

G. Contacts: Organization Name: **Village of Gilberts**

Main Contact Name: **Ray Keller** Title: Village Administrator
Address: 87 Galligan Road Gilberts, IL 60136
Work Phone: 847-428-2861 Cell 847-980- 2649 Fax: 847-428-2955

Billing Contact Name: Marlene Blocker
Title: Finance Director
Address: 73 Industrial Drive Gilberts, IL 60136
Work Phone: 847-428-4167
Purchase Order Number: _____ Duns Number: _____

WEBQA SERVICE(S) AGREEMENT

For GovQA Service(s)

Advertising Rental Module Addendum

In its Agreement with WebQA dated February 15, 2011, regarding the ShopsQA service (WebQA Service) purchased from WebQA, Inc (WebQA), the village of Gilberts (Customer) has agreed to WebQA's Advertising Rental Module (Advertising Module) that permits WebQA to rent space on the WebQA Service with the sole purpose that WebQA use this space to provide an advertising outlet for local organizations.

1.0 POLICY AND RESPONSIBILITY: WebQA's policy is not to solicit advertising from any organization that may be perceived as offensive, partisan or political. WebQA will request, in writing and prior to the solicitation of any advertising, the advice of the Customer on the appropriate types of organizations for advertising. As a privately owned company, independent of the Customer, WebQA can eliminate from consideration those companies and organizations it deems inappropriate. WebQA will use its best efforts as business professionals to manage the Advertising Service and WebQA's advertising responsibilities outlined herein. WebQA will take down inappropriate advertisements when necessary and refund monies to advertisers whenever necessary. The Customer is not responsible for actions taken by WebQA in eliminating from consideration those businesses and organizations WebQA has deemed inappropriate.

WebQA agrees that it shall not solicit advertising for any (1) adult use, which term shall mean advertising for adult book stores, adults-only motion picture theaters, adult only movies, adult entertainment establishments featuring topless dancers or strippers, or massage parlors, (2) tobacco product, which term shall mean advertising for cigarettes, cigar, pipe, chewing or other tobacco related product, (3) fireworks, pyrotechnics or pyrotechnic paraphernalia, (4) alcoholic beverages, (6) religious institutions, and (7) advertisement of individual political candidates. In the event that advertising for any such prohibited use is displayed, WebQA shall remove or cause to be removed such advertising within ninety-six (96) hours of written notice from Customer to WebQA. If WebQA fails to timely remove such advertising, then Customer shall have the right to declare default and terminate this Agreement.

WebQA also agrees to post the following disclaimer language on the website:

The information contained in this website is for general information purposes only. While we attempt to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website. Through this website you are able to link to other websites which are not under the control of the Village of Gilberts. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

2.0 RENTAL PAYMENT AND RIGHT TO ADVERTISE: WebQA agrees to pay **10%** of revenues received from the Advertising Module to the Customer for rental of space on the WebQA Service and provide this payment, with associated tracking reports, semi-annually on June 30th and December 31. For this payment, Customer agrees to give WebQA the exclusive right to rent space to sell advertisements on the WebQA Service



WEBQA REPSONSIBILITIES: WebQA agrees to:

- A) Host the Advertising Module in a manner that is not offensive to the Customer
- B) Host the Advertising Module on the WebQA Service in a manner that allows organizations to post advertisements.
- C) Be responsible for selling advertisements, posting advertisements and collecting revenues on advertisements.



CUSTOMER REPSONSIBILITIES: Customer Agrees to:

- A) Review and approval use of advertising rental space on the WebQA Service
- B) Provide feedback on the advertising pricing structure, and reevaluate this pricing structure when necessary.
- C) Promote on the homepage of its website the WebQA Service that uses the Advertising Module
- D) Promote the WebQA Service using the Advertising Module in regular mailings and literature, where possible
- E) Allow WebQA to use business email addresses to market advertising to local business owners
- F) As with the regular public, inform WebQA of any advertisements that may be inappropriate

5.0 ASSIGNABILITY: Should WebQA demonstrate that it can outsource its responsibilities regarding the Advertising Modules to another entity such as a local newspaper or Chamber of Commerce and achieve better advertising effectiveness, it will be able to do so provided that WebQA obtains Customer approval, whose approval will not be unreasonably withheld.

6.0 ADVERTISING PRICING STRUCTURE: The following advertising pricing structure is planned for advertising and may be adjusted on an as-needed basis. Each advertising section is anticipated to include four to five rotating advertisements.

Commitment (billed entirely up front)

	<u>Two-Year</u>	<u>Annual</u>	<u>Semi-Annual</u>	<u>Monthly</u>
Highest (1 st viewed page)	\$6,000	\$4,000	\$3,000	\$500
High (2 nd viewed page)	\$3,000	\$2,000	\$1,500	\$200
Medium (3 rd viewed page)	\$1,500	\$1,000	\$ 750	\$100
Other	\$ 750	\$ 500	\$ 325	\$ 50

5.0 ACCEPTANCE:

By _____

By: _____

Name: _____

Name: John Dilenschneider

Title: _____

CEO, WebQA

Date: _____

Date: _____

ShopsQA

**Almost 50% of small businesses do not have a website
95% of all purchases made within a five mile radius of home**

The ShopsQA program from WebQA offers local businesses an interactive micro-website that grows sales by improving communication with city residents.

Cities receive a Shop Directory that:

- Looks and acts like their website.
- Gives each business an interactive micro-website
- Lets residents ask and follow information
- Allows the city to highlight special businesses (such as those affiliated with the Chamber of Commerce)

Local Businesses register online with the City and, when accepted, receive:

- Their micro-website
- Ability to post any information:
photos, documents, coupons, info, links, etc.
- Complete webinar and video training
- Ability to update information at any time
- Possible City review of updates before going live

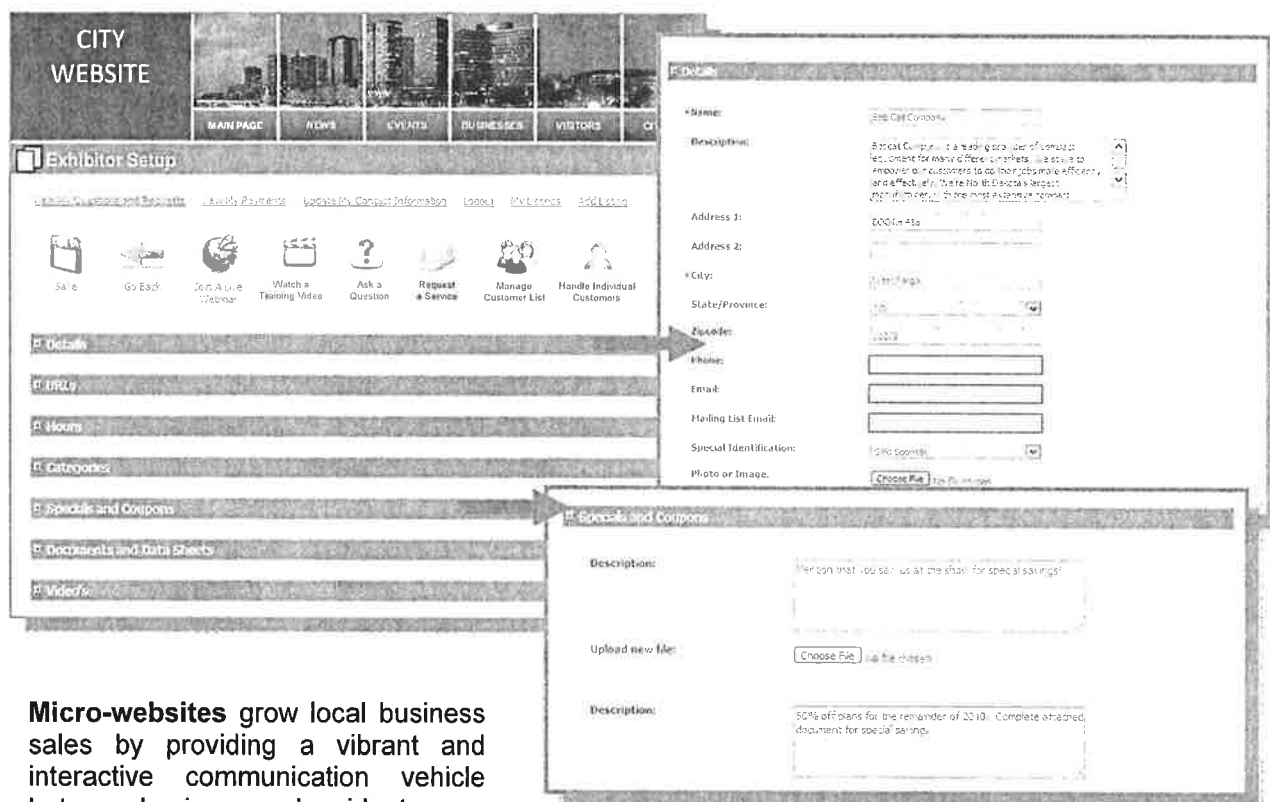


Residents use the city directory to search local businesses by name, category or keyword and find them on a city map. For each business, residents can:

- Review information,
- Download documents and coupons,
- Join mailing lists
- Follow updates,
- Ask questions, and
- Request to schedule meetings

FEATURE: Residents can schedule automatic text or email updates of any section changes to a local business micro-website. For example, as a business updates a coupon, all registered residents immediately receive the new coupon.

ShopsQA Micro-websites: Business Setup and Management



Micro-websites grow local business sales by providing a vibrant and interactive communication vehicle between business and residents.

- **Local Businesses** receive a simple setup and management page to control their content and optionally manage their customers. The page consists of easy, intuitive tools and collapsible sections that let each local business load operation information, documents, questions & answers, coupons and other relevant data. As an option, local businesses can manage and track customers from their setup portal.
- **For Assistance**, Local businesses can review one-to-two minute video tutorials, join a live webinar or use the directory knowledgebase of instructions to lookup information or ask questions.
- **Updating a site** is simply a matter of logging into the Micro-site via secure identification and changing information. After saving, updates can go to the City for review or immediately take place. When an update occurs, those residents that have registered to follow that section of the business micro-site immediately receive notifications of the new information.

For more information, please contact WebQA, Inc. at 630-985-1300