Village of Gilberts

Village Hall 87 Galligan Road, Gilberts, IL 60136 Ph. 847-428-2861 Fax: 847-428-2955 www.villageofgilberts.com

## Village Administrator Memorandum 15-11

TO:

President Rick Zirk

Board of Trustees

FROM:

Ray Keller, Village Administrator

DATE:

February 11, 2011

RE:

Village Board Meeting - February 15, 2011

The following summary discusses the agenda items for the Village Board meeting scheduled

### 1. CALL TO ORDER

## 2. ROLL CALL / ESTABLISH QUORUM

### 3. RECOGNITION

A. Recognition of exceptional efforts during the Feb. 1-2 Blizzard

The Village Board will recognize individuals and organizations for their contributions during the blizzard of February 1-2, 2011.

## 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 8, 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 February 15, 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.

### 6. ITEMS FOR APPROVAL

Public Works Facility Public Works Facility

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

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

#### 7. ITEMS FOR DISCUSSION

#### A. Hill-Newby Water Main Recapture

Mr. Jim Hill and Mr. Don DeBolt, owners of the Mobil Station, have inquired about the Village 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 (IL Route 72). 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 under Higgins Road was necessary to eventually loop water mains through the industrial park. The total recapture amount of \$133, 964 includes two components:

- Recapture #1 apportioned \$99,365 of the project costs to 37 properties in the industrial park that benefitted from the extension under Higgins Road, which would be required to extend and loop water mains throughout the industrial park.
- Recapture #2 assigned \$34,328 in costs to four properties that directly benefit from the immediate access to potable water (i.e. service connection possible to the extended water main).

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 had previously proposed paying the recapture fees as an element of a TIF-funded project to extend 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 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 Jan. 31, the water fund had an undesignated reserve of \$652,153 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.

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• The TIF district is generating approximately \$60,000 annually in "organic" increment (i.e. taxes paid on the natural increase in EAV on properties within the TIF district). Some or all of this revenue could be applied to the repayment of the recapture agreement.

If the Village Board favors the early repayment of the water main recapture, Staff request direction on which funding source(s) to use and any desired timeline for the repayment. The Board may favor making the repayment of the recapture conditional upon the passage of the road and infrastructure referendum, the receipt of TIF revenues, and/or the repayment of the school site loan back to the water fund. With the Board's direction, Staff will prepare a repayment agreement with Hill-Newby LLC for approval at an upcoming Board meeting.

#### B. FY-2012 Budget

Staff are presently working on an initial draft of the FY 2012 budget, which will be introduced at the Board meeting.

#### C. Police Car Purchase

As an element of the FY 2012 budget, Staff will request the Board's direction on the inclusion of capital equipment purchases, including the replacement of two police vehicles with 125,000+ and 130,000+ miles, respectively. Police Chief Steve Williams estimates that each equipped police car would cost \$24,968. Emergency lighting, radio and equipment can be transferred from one existing car to one new car at a cost of \$1,500, while new equipment totaling an additional \$5,500 would be needed for the second new car. Including equipment and decals, the cost of the two equipped cars would total \$59,686. A memo from Chief Williams is included in the packet for your consideration.

Staff anticipate that the purchase of one or both vehicles may be accommodated within the FY 2012 budget, though Staff are still exploring whether the vehicles will need to be financed or can be purchased outright. Staff will report on the proposed squad car purchases and other capital equipment needs at the meeting in the context of the FY 2010 budget introduction. If the Board is inclined to include one or both squad cars in the FY 2012 budget, Staff will need the Board's timely direction so that Staff may place an order to take advantage of the state contract pricing.

#### 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

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Village Board of Trustees
Meeting Agenda
Village of Gilberts
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
February 15, 2011
7:00 P.M.

### AGENDA

#### **ORDER OF BUSINESS**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
- 2. ROLL CALL/ESTABLISH QUORUM
- 3. RECOGNITION
  - A. Recognition of exceptional efforts during the Feb. 1-2 Blizzard
- 4. PUBLIC COMMENT
- 5. CONSENT AGENDA
  - A Motion to approve Minutes from the February 8, 2011Special Meeting of the Village Board of Trustees
  - B. A Motion to approve the Bills and Salaries dated February 15, 2011
- 6. ITEMS FOR APPROVAL
- 7. ITEMS FOR DISCUSSION
  - A. Hill-Newby Water Main Recapture
  - B. FY-2012 Budget
  - C. Police Car Purchase
- 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

# 5A

Village Board Meeting Minutes 87 Galligan Road Gilberts, Illinois February 8, 2011

NOT APPROVED MINUTES

#### Call to Order/Pledge of Allegiance

President Zirk called the meeting to order at 7:08 p.m. He proceeded to lead those present in the Pledge of Allegiance.

#### Roll Call /Establish Quorum

President Zirk asked Village Clerk Meadows to call the roll. Roll call: Members present: Trustees Erbeck, Clark, Mierisch, Zambetti, Farrell and President Zirk. 1-Absent: Trustee Cullotta. Others present: Administrator Keller and Village Clerk Meadows.

#### **Public Comment**

President Zirk asked if anyone in the audience wished to address the Board. Attorney Schuster asked if the Board would like to entertain his comments at this time or wait until they were considering agenda item 5A. The Board preferred if they would hold their comments until the matter was being discussed.

#### **Consent Agenda**

- A. A Motion to approve Minutes from the January 18, 2011 Village Board Meeting
- B. A Motion to approve the Bills and Salaries dated February 8, 2011
- C. A Motion to approve the January 2011 Treasurer's Report
- D. A Motion to approve Resolution 05-2011, a Resolution exercising an option to renew for one year, an Intergovernmental Agreement with the County of Kane for Animal Control Services.

President Zirk asked if any Board Members wished to remove any item from the consent agenda. There was no comment.

## A motion was made by Trustee Erbeck and seconded by Trustee Clark to approve the consent agenda as presented as follows:

- A. A Motion to approve Minutes from the January 18, 2011 Village Board Meeting
- B. A Motion to approve the Bills and Salaries dated February 8, 2011 as follows: General Fund \$30,590.09, Developer Donations \$1,000.00, Permit Pass Thrus \$600.00, Performance Bonds and Escrows \$701.54, Water \$43,677.65, Payroll \$46,671.31.
- C. A Motion to approve the January 2011 Treasurer's Report
- D. A Motion to approve Resolution 05-2011, a Resolution exercising an option to renew for one year, an Intergovernmental Agreement with the County of Kane for Animal Control Services

Vote: 5-ayes: Roll call: Trustees Clark, Mierisch, Zambetti, Farrell, and Erbeck. 0-nays, 0-abstained. Motion carried.

#### **Items for Approval**

A motion to approve Ordinance 01-2011, an Ordinance amending a special use permit for the operation of a recycling center within the I-1 General Industrial Zoning District located at 46 East End Drive.

Administrator Keller reported that staff had drafted an ordinance which amends the original special use permit to allow for the recycling of "White Goods" without the "White Goods" components. The ordinance clarifies and restates the conditions that were previously applied to the original special use permit. In addition, the ordinance addresses concerns that were brought to the Village's attention during the Plan Commission's Public Hearings.

Attorney Schuster, representing Mr. Tim Polk (adjacent property owner) reported that he also has drafted a list of conditions. President Zirk asked Attorney Schuster to discuss the differences between his recommendation of conditions and the Village Staff's recommendation of conditions. Attorney Schuster cited item numbered 2 on his list which recommends restricting the hours of operation to Monday thru Friday, 8:00 a.m. to 5:00 p.m., and Saturday from 8:00 a.m. to 1:00 p.m.

He went on to comment on his recommendation noted in items numbered 11, 12 and 17 all of which deal with the site. He is requesting Elgin Recycling be required to submit a site plan. Administrator Keller replied that Elgin Recycling had submitted a site plan which was approved by the Village Engineers.

Attorney Schuster commented on his recommendation numbered 16. He is aware Elgin Recycling recently purchased a new machine which they state will reduce the noise and the reported quaking and shaking of the adjacent properties. However, at this time he does not have evidence that the machine is beneficial or not beneficial in the reduction of the noise and quaking.

Attorney Schuster commented on his recommendation numbered 23 which would require the Village to monitor the noise. In addition, the condition also requires Elgin Recycling to reimburse the Village for their time and expense incurred with monitoring the site.

Attorney Schuster commented on his recommendation numbered 25 which if approved would require Elgin Recycling to reimburse Mr. Polk for the expense incurred by him in contesting the approval of the amendment to the special use originally granted for the subject property on June 19, 2008, including attorney fees and expert fees. Administrator Keller replied that he had spoken with the Village Attorney with respect to this condition and the Village Attorney reported that the Village is not in a position to resolve a two party dispute.

A lengthy discussion ensued with respect to the differences in the recommendation of the conditions.

Attorney Dan Curran, (representing Elgin Recycling) reported that the IEPA had recently inspected Elgin Recycling's facility and they had no violations.

President Zirk directed staff to add an additional condition which requires Elgin Recycling to report to the Village within 72 hours any violations received from any regulatory agencies.

There was some discussion with respect to fencing and sound barriers.

A motion was made by Trustee Farrell and seconded by Trustee Zambetti to approve Ordinance 01-2011 amending a special use permit for the operation of a recycling center within the I-1 General Zoning District located at 46 East End Drive with the additional condition which required Elgin Recycling to report within 72 hours any violation from any regulatory agencies. Vote: 5-ayes: Roll call: Trustees Mierisch, Zambetti, Farrell, Erbeck and Clark. 0-nays, 0-abstained. Motion carried.

A motion to approve Resolution 04-2011, A Resolution authorizing the release of J. S. Riemer, Inc. Developer's Subdivision Surety Bond, and Replacing it with a one-year warrantee or maintenance bond.

Trustee Mierisch asked Administrator Keller how the amount of the one-year maintenance bond was calculated. Administrator Keller replied the Village Engineer had estimated the cost of the value of the estimated work remaining.

A motion was made by Trustee Zambetti and seconded by Trustee Erbeck to approve Resolution 04-2011, a Resolution authorizing the release of J.S. Riemer, Inc. Developer's Subdivision Surety Bond, and replacing it with a one-year warrantee or maintenance bond. Vote: 5-ayes: Roll call: Trustees Zambetti, Farrell, Erbeck, Clark and Mierisch. 0-nays, 0-abstained. Motion carried.

A motion to approve Resolution 06-2011, a Resolution authorizing an Engineering Services Work Order with Baxter & Woodman for Gilberts Glen Storm Sewer Replacement and Detention Pond Restoration.

Administrator Keller reported that approval of this resolution would allow Baxter & Woodman to begin designing and permitting drainage improvements that would restore the original design conditions in the Gilberts Glen subdivision. The Village has secured a total of \$345,000.00 from the Kane County Recovery Zone Bond program for both the Gilberts Glen and Binnie Road improvements.

A motion was made by Trustee Erbeck and seconded by Trustee Farrell to approve Resolution 06-2011 authorizing an Engineering Services Work Order with Baxter & Woodman for Gilberts Glen Storm Sewer Replacement and Detention Pond Restoration. Vote: 5-ayes: Roll call: Trustees Farrell, Erbeck, Clark, Mierisch and Zambetti. 0-nays, 0-abstained. Motion carried.

A motion to approve Resolution 07-2011, a Resolution authorizing an Engineering Services Work Order with Baxter & Woodman for Binnie Road Reconstruction and Drainage Improvements.

Administrator Keller reported that approval of this resolution would allow Baxter & Woodman to begin designing and permitting the reconstruction of approximately 700 feet of Binnie Road, a low lying road segment that regularly floods. The project includes reconstruction of the road and repair and replacement of drain tiles, culverts and overland drainage ways. This also is being funded from the proceeds received from the Kane County Recovery Zone Bond program.

Administrator Keller reported that due to Phoenix and Associates' long history of the area they will be working closely with Baxter & Woodman. Trustee Clark inquired about the bidding process. Administrator Keller replied that Phoenix and Associates would be allowed to bid on the project. Trustee Clark acknowledged that there was nothing to prohibit Phoenix and Associates to bid on the project. However, he expressed concern with the perception.

There being no further discussion, a motion was made by Trustee Erbeck and seconded by Trustee Farrell to approve Resolution 07-2011, a Resolution authorizing an Engineering Services Work Order with Baxter & Woodman for Binnie Road Reconstruction and Drainage Improvements. Vote: 4-ayes: Roll call: Trustees Erbeck, Mierisch, Zambetti and Farrell. 1-nay: Trustee Clark, 0-abstained. Motion carried.

#### **Items for Discussion**

#### **Vehicle Sticker Program**

Administrator Keller discussed the pending garbage contract with MDC for garbage removal services. He noted that the pending contract provides a unique opportunity for the Village to eliminate vehicle stickers while keeping residents' garbage costs stable. The savings between what residents now pay and the cost of MDC's services would be sufficient to replace the vehicle stickers with an equivalent revenue stream for the road fund. The garbage contract will also generate additional funds that can be applied to capital equipment or another Village Priority.

Trustee Mierisch asked if the Village would be billing all residential users. Administrator Keller responded by saying yes. Finance Director Blocker was working with all the HOA's with respect to the garbage billing.

Trustee Erbeck treasured the idea.

Trustee Clark commented on the revenue for the road fund and the general fund. He recommends staff use a flat dollar amount instead of a percentage. In his opinion it would make the budgeting process easier. Administrator Keller stated that staff will revise the table to reflect a flat dollar amount.

#### **Payment Priority Ordinance**

Administrator Keller recommended that once the MDC contract is approved the Board adopt an ordinance that establishes a priority for how payments for outstanding bills and fees are applied. He reported that he had spoken with Attorney Tappendorf and she advises not including the collection of code violations. In her opinion this could trigger litigation.

#### **Nonresidential Refuse Haulers License**

Administrator Keller informed the Board that the pending contract with MDC focuses on the collection of refuse and recyclables from residential users in the Village, allowing nonresidential users the flexibility to make their own arrangements for collecting refuse from their properties. Many communities that allow multiple garbage haulers institute an annual license. Although, the fee from the annual waste hauling license is not intended to be a revenue generator it is a mechanism for regulating garbage pickup days and hours, requiring that haulers operate responsibly, and extending liability coverage to the Village while serving the community and using Village streets. Staff recommends an annual license fee of \$1,000. The Board Members thought that a \$1,000 fee was too steep. They recommended \$200.00 annually.

#### **Building Permit Fees Update**

Administrator Keller discussed staff proposal to restructure the residential building permit fee schedule found in Section 14.1 "Building and Miscellaneous Construction" to a \$0.75 per square foot fee. In addition staff recommends reducing the deposit for miscellaneous and minor permits from the current fee of \$193.00 to \$60.00, which would adequately cover two re-inspections.

Trustee Mierisch recommended a \$0.70 per square foot fee. The remainder of the Board Members concurred with staff's recommendation of \$0.75 per square foot fee.

Staff also found that the Village currently charges \$40.00 for reviewing miscellaneous permits. This fee is a holdover from when the Village contracted with an inspection company. Staff recommends eliminating this separate plan review fee.

Trustee Mierisch expressed concerns with some inspectors not completing all the inspections at one time which creates multiple inspections and extra cost passed on to the residents. Trustee Zambetti noted that some inspectors are more conscientious than others.

#### **Staff Reports**

Administrator Keller reported that the Village is experiencing some problems with banks batching water payments late although the residents did pay on time. Trustee Erbeck asked if the Village was still charging late fees. Administrator Keller stated that in the past the Board directed staff not to waive any late fees. He is looking for direction from the Board if they wish to continue with that policy. The Board directed staff to continue implementing the late fee policy as written in the Ordinance.

Administrator Keller reported that Ms. Charlene Carlson is asking the Board to draft a resolution supporting Kane County in their efforts to dispute the DNR's deer population projections.

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

Trustee Mierisch reported that during the snow event Kane County Office of Emergency Management asked the Village to open a warming center. Trustee Zambetti along with Trustee Mierisch, and CERT Members, David Alice and Alissa Leznek assisted in opening a warming center at the Village Hall.

Trustee Mierisch reported that many residents and employees assisted in the rescue of stranded motorists. She paid special recognition to Sergeant Rood and his wife Amy. They provided food and supplies. Resident Rob Vanni used his snowmobile to transport the stranded motorists. The Village will be recognizing their effort and citizenship at the next Board Meeting.

#### Adjournment

There being no further business to discuss, <u>a motion was made by Trustee Erbeck and seconded by Trustee Clark to adjourn from the public meeting at 9:40 p.m.</u> Vote-5 ayes by unanimous voice vote.

Respectfully submitted,

**Debra Meadows** 

# SIGN IN SHEET (Please Print)

Special Meeting
2/8/2011

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TAUUCCK	PADDOCK PUBLICATIONS	274.00	274.00					
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# A

## AGREEMENT FOR WATER EXTENSION RECAPTURE HILL-NEWBY LLC WATER MAIN PROJECT

THIS RECAPTURE AGREEMENT ("Agreement") is made this And day of Votale., 2007, by and between VILLAGE OF GILBERTS, an Illinois municipal corporation, 87 Galligan Road, Gilberts, IL 60136, hereinafter referred to as "Village" and Hill-Newby LLC, property owner of 171 East Higgins Road, Gilberts, IL 60136, hereinafter referred to as "Newby".

#### **RECITALS**

WHEREAS, Newby is the owner of certain property within the Village located at 171 East Higgins Road in the Village and legally described as follows:

Lot 2 in Gilberts' Citgo Subdivision being a resubdivision of part of Lot 6 in Unit No. 2, Gilberts Industrial District, a Subdivision of part of the southwest quarter of Section 24, Township 42 North, Range 7, East of the 3<sup>rd</sup> P.M in the Village of Gilberts and recorded by the Kane County Recorder on December 7, 2000 as Doc.No. 2000K098521, and

WHEREAS, Newby has requested that the Village provide through this Agreement that Newby be entitled to recapture for certain costs associated with extending a Water Main, as more specifically set forth herein, ("Water Main Project") to certain parcels located South of Highway 72 as identified on Exhibit A and depicted within the cross hatched area on Exhibit A-1 ("Benefited Parcels") and also recover the pro-rata cost of installing the Water Main Project to certain parcels identified on Exhibit B and also depicted on Exhibit A-1; and

WHEREAS, this Agreement differentiates between the portion of the Water Main installed by Newby which is not a requirement of the Village Code but will benefit properties in the village under ownership other than Newby and this portion of the Water Main installation is hereinafter referred to as "Recapture 1" and the portion of the Water Main installed by Newby which is a requirement of the Village Code and will benefit certain properties in the Village identified on Exhibit B and hereinafter referred to as "Recapture 2" and depicted on Exhibit C; and

WHEREAS, this Agreement contemplates in addition to the payment of water tap-ons/connection fees or tap on fees established by Village Ordinance, that the cost of said Water Main Project shall be borne pro rata by each Benefited Parcel directly utilizing said Water Main and that future tap-ons/connections of such Benefited Parcels to the Village's water system shall be made only upon payment of a recapture charge, including an administrative fee, to the Village, and said recapture charge shall reimburse Newby for the recapturable costs identified herein associated with the Water Main Project; and

WHEREAS, The Village Code, Subdivision Ordinance and other ordinances require water to be extended to the downstream property line or lines of any development and provide direct service to all parcels immediately served by said Water Main Project. Newby has agreed to meet that requirement.; and

WHEREAS, the Village is authorized to enact ordinances assessing recapture charges against new or additional users of its system pursuant to the Illinois Municipal Code (65 ILCS 5/9-5-1 and 5/9-5-2), which provides that such charges must be fair and reasonable, and the parties wish to provide for an extension cost reimbursement arrangement in compliance with that requirement, recognizing that future system changes or other unforeseen contingencies may dictate modification of recapture charges for new or additional users in accordance with the actual benefit provided to them by the extension.

The parties desire to specify the procedure for the future reimbursement to Newby and the Village from future connection charges.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Recitals: The Recitals constitute a material part of this Agreement.
- Definitions: As used herein, the following terms are defined as follows:
  - a) Fire Suppression Main the pipe and valve(s) that convey water from a public Water Main directly to a facility to serve only that facility for non potable emergency fire suppression use.
  - b) Owner person or entity who is the owner of record of a Benefited Parcel
  - Parcel a parcel of land identified by a specific permanent index number by the Kane County
  - d) Permanent Index Number a ten-digit number assigned by a county and used to identify a parcel for real estate tax purposes.
  - e) Water Main the pipe and valve(s) that convey water from a public potable supply for public distribution and is part of the public water distribution system. "Water Main" is generally used to refer to a pipeline serving more than one property.
  - f) Water Main Project the complete Water Main consisting of the installation of the items referred as Recapture 1 and Recapture 2 as more specifically set forth herein.

g) Water Service – the pipe and valve(s) that convey water from a public water main directly to a facility to provide potable water service for that facility only.

#### 3. <u>Installation</u>:

- a) Recapture 1: Newby shall install approximately 103 feet of 12-inch diameter water main within a 24-inch steel casing jacked and bored across Illinois state right-of-way, 1 hydrant, 1 gate valve and vault, 1 pressure connection valve and vault and other necessary items set forth on Exhibit C to indirectly serve certain parcels along both sides of Center Drive; both sides of East End Drive and both sides of Sola Drive between East End Drive and 91 Sola Drive to serve the Newby property and, all properties being in the Village under ownership other than Newby and listed on Exhibit A.
- b) Recapture 2: Newby shall install approximately 202 feet of 12-inch diameter water main, 1 hydrant, 1 gate valve and vault, one 2-inch service connection and B-box and other necessary items depicted on Exhibit C to directly serve the Newby property and certain parcels along both sides of Center Drive in the Village under ownership other than Newby and listed on Exhibit B.
- c) The Water Main installation shall be constructed and installed substantially in accordance with the detailed plans and in accordance with the Illinois Environmental Protection Agency (IEPA) permit for construction and operation on file at the Village, which plans and permit the Village and IEPA have reviewed and approved and said plans are incorporated herein by reference.

#### 4. Cost of Water Main Project:

#### a) Recapture 1:

Based on documentation provided to the Village by Newby, the total estimated cost of the Water Main Project funded by Newby is shown in Exhibit D. The estimated amount that Newby is entitled to recapture for the Recapture 1 portion of this Water Main installation is set forth on Exhibit E and said amount includes a proportionate cost of the Water Main Project including but not limited to the private engineering consultant fees related to the design, construction staking and preparation of record drawings for the Water Main Project, Village plan/permit review fees, IEPA permit fees, Village inspection costs, recording fees, legal fees and construction costs directly related to this Agreement and the Water Main Project as set forth on the approved plans. Newby shall provide actual certified costs to the Village for the reasonable approval of the Village Engineer which shall be the Cost of the Water Main Project and the amount to be recaptured by Newby.

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#### b) Recapture 2:

Based on documentation provided to the Village by Newby, the total estimated costs of the Water Main Project funded by Newby is shown on Exhibit D. The estimated amount that Newby is entitled to recapture for the Recapture 2 portion of the Water Main installation is also set forth on Exhibit D and said amount includes a proportionate cost of the Water Main Project including but not limited to the private engineering consultant fees related to the design, construction, staking and preparation of record drawings for the Water Main Project, Village plan/permit review fees, IEPA permit fees, Village inspection costs, recording fees, legal fees and construction costs directly related to this Agreement and the Water Main Project as set forth on the approved plans. Newby shall provide actual certified costs to the Village for the reasonable approval of the Village Engineer which shall be the Cost of the Water Main Project and the amount to be recaptured by Newby.

- Secapture Charges: Except as otherwise set forth herein, the property owner of each Benefited Parcel identified by a PIN on the list attached hereto as Exhibit A shall pay a recapture fee based upon a pro-rata share of the Water Main Project costs identified as recapturable on Exhibit E attached hereto and made apart hereof and the property owner of each Benefited Parcel identified by a PIN on the list attached hereto as Exhibit B shall pay a recapture fee based upon a prorata share of the Water Main Project costs identified as recapturable on Exhibit D attached hereto and made a part hereof. The pro-rata share is based on the total number of parcels that will be served by the water main installation as identified by a PIN divided by the total number of parcels potentially serviced by the Water Main Project and include an interest charge calculated at the rate of seven percent (7%) simple interest per annum computed from the date of acceptance of the Water Main installation by the Village to the date of the payment of the recapture charges.
- Collection and Distribution of Recapture Charges: After this Agreement is 6. approved and executed by the Village, prior to connection to the Water Main (or any extension thereof), an owner of a Benefited Parcel shall pay to the Village and the Village shall collect from the Owner of a Benefited Parcel, the appropriate recapture charge plus interest as set forth herein, prior to the issuance of a service tap-on/connection permit for such Benefited Parcel. The Village shall distribute the recapture charge to Newby or its successors or assigns (as may be designated from time to time) within forty-five (45) calendar days of collection of the recapture charge from an Owner of a Benefited Parcel listed on Exhibit A. Newby, or its successors or assigns, shall be entitled to the collected recapture charges whether or not Newby continues to be the owner of the property commonly referred to as 171 East Higgins Road. As administrative agent for the recapture payments, the Village shall be entitled to an administrative fee of no more than three percent (3%) for the cost of administering this Agreement provided however, that said administrative fee is in addition to the seven percent (7%) interest charge calculated on the recapture

amount. Newby hereby agrees that the Village is obligated to deliver to Newby only the amounts so received from the Owner of each Benefited Parcel and the Village and Newby acknowledge and agree that the recapture amounts due from the Benefited Parcels owned by Newby are included in the costs paid by Newby for the Water Main Project

- 7. <u>Costs of Water Service</u>: Each Owner of a Benefited Parcel shall pay the costs of providing a water service connection with a B-box and water service to any structure or building located on his or her Parcel.
- 8. <u>Tap-On/Connection Charges</u>: Each Owner of a Benefited Parcel shall pay to the Village a tap/on/connection fee as set forth in the Village Code in effect at the time that an application for water service is submitted to the Village. Pursuant to the approval by the Village of the installation by Newby of Water Main, the Village hereby agrees to waive the tap-on/connection charge for Newby.
- Limitation on Village's Obligations to Deliver Recapture Fees and Interest to 9. Newby: The Village's obligation to deliver over to Newby Recapture Fees and Interest and Interest collected from owners of the Benefited Parcels constitutes a limited obligation of the Village payable solely from amounts received by the Village from such owners. Said obligation does not now and shall never constitute a general indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to any pecuniary liability of the Village or a charge against its general credit or taxing power. Nothing contained herein, however, shall be deemed to exonerate or exculpate the Village from liability in the event of willful or intentional failure to perform the duties assumed by it hereunder as collection agent provided that Newby shall notify the Village promptly after first discovery of any such failure. In addition, Newby agrees that recapture payments shall be sent to the address provided by Newby as set forth in Section 12 of this Agreement and in the event upon a relocation or abandonment of that address. Newby fails to provide to the Village written notice of a valid forwarding address, the Village shall have no further obligation or duty to transmit payments under this Agreement and the Village shall be entitled to retain any and all recapture collected thereafter.
- 10. Expiration and Closure of Agreement: This Agreement shall be deemed completed when all Parcel subject to the recapture charges herein provided have paid without connecting, or paid and connected to the Village Water Main system, but in no case shall this Agreement continue for more than twenty (20) years after its date of execution provided however, that this Agreement shall become null and void and of no further consequence or effect in the event that Newby fails to satisfactorily complete the Water Main installation and therefore, the Water Main is not approved or accepted by the Village,
- 11. <u>Recording</u>: The Village shall record this Agreement in the Kane County Recorder's Office so that all present and future owners of the Benefited Parcels subject to the recapture charges provided for herein may have some recorded

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notice of their potential liability for such charges. The tabulation of the parcels affected by this Agreement is set forth on Exhibit A.

- 12. <u>Notices</u>: All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means:
  - (i) Personal service.
  - (ii) Facsimile or telecopy, with proof of receipt by addressee.
  - (iii) Overnight courier.
  - (iv) Registered or certified first class mail, postage prepaid, return receipt requested.

#### To whom notice is to be given:

If to the Village:

Village of Gilberts

87 Galligan Road Gilberts, IL 60136 Attn: Village Clerk

Facsimile: (847) 428-2955

with a copy to:

Arnstein & Lehr LLP

2800 West Higgins Road

Suite 425

Hoffman Estates, IL 60169 Attn: Nancy S. Harbottle, Esq. Facsimile: (847) 843-3355

If to Newby:

Hill-Newby, Inc.

431 Ridge Court

Lake in the Hills, IL 60156

with a copy to:

Diana Larson

Attorney at Law

963 Stonehaven Drive

Elgin, IL 60124

Facsimile: (847) 697-3308

Any party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if personally delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting. Notice by overnight courier shall be effective on the next business day following delivery of such notice to such courier. Notice given by fax shall be effective on

the date of completion of the fax transmission, so long as such notice is further sent by personal service, the U.S. mails, or overnight courier, as aforesaid.

- 13. Indemnification and Hold Harmless: Newby agrees to pay for the cost of enforcing, defending and auditing this Recapture Agreement and pledges to indemnify and hold the Village, its officers, agents and employees harmless and to pay all expenses, costs, damages (including attorney's fees, engineering fees, expert witness fees, accountant fee and any and all litigation expenses) and judgments incurred by or assessed against the Village its officers, agents and employees as result of the entry or enforcement of this Agreement.
- 14. Common Ownership: Any property held in common ownership with and contiguous to property or parcels subject to the provisions of this Agreement, on the effective date of this Agreement, shall be subject to the provisions of this Agreement and full payment of recapture fees. Further, at the time an owner of two or more contiguous Benefited Parcels submits an application for a building permit for a building to be located on one of the Benefited Parcels, recapture fees shall be due for each individual Benefited Parcel held by said owner.

#### 15. Miscellaneous

- a) Amendment -This Agreement may be amended by mutual consent of the Village and Newby, or their successors or assigns, from time to time by written instrument without the consent of any other person or entity owning the parcels of property deemed benefited hereunder.
- b) Severability Should any provision of this Agreement or the application of such provision to any person or circumstance, be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected.
- c. Binding Effect. Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Village and Newby.
- d. Enforcement. Any party to this Agreement, or their respective successors or assigns, may enforce this Agreement at law or in equity.
- 16. <u>Entire Agreement</u>: This Agreement represents the complete agreement of the parties, and shall be binding on their heirs, successors and assigns. It supersedes any prior agreements or understandings to the extent that they are inconsistent with its terms.

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**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first above written.

VILLAGE OF GILBERTS
An Illinois municipal corporation

\_\_\_\_

THOMAS J. WAJDA

Printed

Village President

**ATTEST** 

Hill-Newby, LLC.

JA.

MEMBER

Title

**ATTEST** 

### **EXHIBIT LIST**

Exhibit A	Mobil Water Main Benefiting Properties to Recapture 1
Exhibit A-1	Mobil Water Main Recapture Area
Exhibit B	Mobil Water Main Benefiting Properties to Recapture 2
Exhibit C	Center Drive Water Main prepared by Engineering Enterprises, Inc. dated May, 2007
Exhibit D	Gilberts Mobile Station Watermain Project Recapture 2 Estimated Costs
Exhibit E	Gilberts Mobile Station Watermain Project Recapture 1 Estimated Costs

9

### Gilberts Mobil Station Watermain Project Recapture 2 Estimated Costs

DESCRIPTION	UNITS	QUANTITY	PRICE	TOTAL CO
Trench Backfill	CY	58		
Watermain, 12" DIP CL 52	LF	202	\$25.00	\$1,44
Gate Valve & Valve Vault, 12" in 60" Vault	EA	4	\$50.00	\$10,100
Ductile Iron Fittings	LB	447	\$3,000.00	\$3,000
Foundation Material		147	\$13.50	\$1,984
Watermain Testing - Pressure & Disinfection	CY	3	\$20.00	\$66
Asphalt Driveway Pavement Removal & Replacement	LS		\$3,311.48	\$3,311
Traffic Control & Protection	SY	29	\$50.00	\$1,450
Restoration	LS	1	\$1,000.00	\$1,000
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	SY	24	\$25.00	\$600
2" Water Service Directional Bore (incl.B-box)	LF	60	\$28.00	\$1,680
Fire Hydrant & Assembly w/Aux Valve in Valve Box	EA	1	\$3,000.00	\$3,000
Temporary Erosion Control	_ LS	1	\$500.00	\$500
Pipe Culvert, 12" RCP w/ FES	LF	25	\$50.00	\$1,250
Soft Costs (described in the Agreement)	LS	1	\$10,000.00	\$2,000
Recapture 2 Subtotal				\$31,389
Contingency	1			\$2,5
Recapture 2 Total				\$34,328
lote: Spoils removal incidental to the project.	1			#34,320
otal For Water Main Project:				
Recapture 1 Total				\$99,635
Recapture 2 Total				\$34,328
PROJECT TOTAL COST				\$133,964

Exhibit E D Revised October 1, 2007

# Gilberts Mobil Station Watermain Project Recapture 1 Estimated Costs

DESCRIPTION	UNITS	QUANTITY	PRICE	TOTAL CO
Trench Backfill (incl. Bore Pit)	CY	29	\$25.00	\$72:
Watermain, 12" DIP CL 52 (34%)	LF	103	\$50.00	\$5,15
Gate Valve & Valve Vault, 12" in 60" Vault	EA	1	\$3,000.00	\$3,00
Pressure connection w/Tapping Sleeve & 12" Tapping Valve in 60" Vault	EA	1	\$5,000.00	\$5,00
Ductile Iron Fittings	LB	75	\$13.50	\$1,01
Foundation Material	CY	2	\$20.00	\$3:
Watermain Testing - Pressure & Disinfection	LS	1	\$1,688.52	\$1,68
Steel Casing, 24" (Jacked & Bored)	LF	96	\$400.00	\$38,40
Fire Hydrant & Assembly w/Aux Valve in Valve Box	EA	1	\$3,000.00	\$3,00
Pavement Removal & Replacement	SY	15	\$75.00	\$1,12
Traffic Control & Protection	LS	1	\$4,000.00	\$4,000
Restoration	SY	6	\$25.00	\$150
Temporary Erosion Control	LS	1	\$500.00	\$500
Soft Costs (described in the Agreement)	LS	1	\$20,000.00	\$28,000
Recapture 1 Subtot	al,		198 6	\$91,78
Contingenc	у			\$7,850
Recapture 1 Tot				\$99,

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## VILLAGE OF GILBERTS MOBIL WATER MAIN BENEFITING PROPERTIES TO RECAPTURE

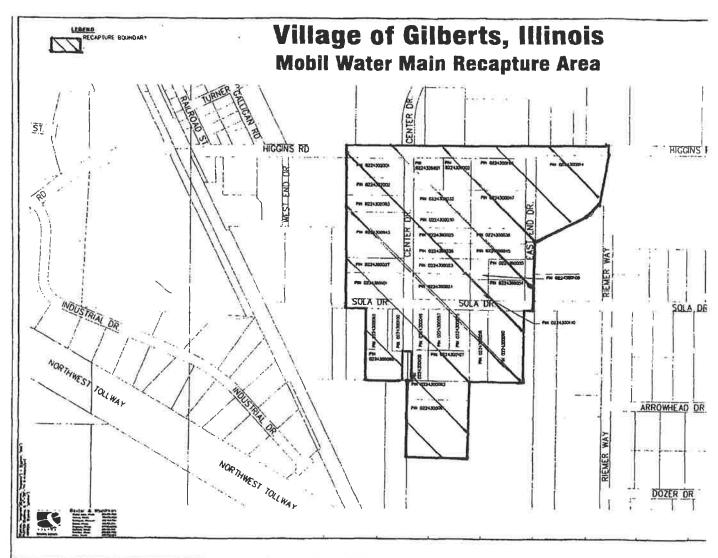
	PIN NO.	ADDRESS	OWNER NAME	BUSINESS NAME	OWNER'S
1	02-24-302-001	14 Center Drive	T Corporation (Kathy Tonelli)	Unknown	520 W. Huron, Chik 1275
2	02-24-302-002	:24 Center Drive	T Corporation (Kathy Tonelli)	Multi tenant	520 W. Huron, Chic 1275
3	02-24-302-003	36 Center Drive	Robert & Erin Braico	Multi tenant	916 N. State St., Be 426-1992
4	02-24-326-001	171 E. Higgins Road	Hill-Newby LLC (Ed Newby)	Gilberts MobilMart	(847)428-2317
5		33 Center Drive	Wheeling Trust & Savings (Marsha Caparosa)	Multi tenant	Abatron, 5501 95th 53144 (262) 653-20
6	02-24-300-043	58 Center Drive	John R. Moser	Vacant	573 N. Meirose, Elg 8398
7	02-24-300-043	68 Center Drive	John R. Moser	Vacant	574 N. Melrose, Elg 8398
8	02-24-300-027	76 Center Drive	Sandra Losacco Trust Agreement (Don Losacco)	Dontech	7203 Richard Rd., I 658)9861
9	02-24-300-101	96 Center Drive	96 Center LLC (Raul Valdez, Sr.)	R & I Omamental	96 Center Drive, Gi 6934
10	02-24-300-030	45 Center Drive	Steve Schuldt	Tessendorf Mechanical	45 Center Drive, Gi 7524
11	02-24-300-025	57 Center Drive	T Corporation (Kathy Tonelli)	Multi tenant	520 W. Huron, Chic 1275
12	02-24-300-026	63 Center Drive	Gene H. Pace	Oakridge Lawn & Landscape; Pace Auto; Ron's Heating	Box 7, Gilberts, iL (
13	02-24-300-023	65 Center Drive	Gene H. Pace	Oakridge Lawn & Landscape; Pace Auto; Ron's Heating	Box 7, Gilberts, IL 6
14	02-24-300-024	95 Center Drive	Rory L. Cleveland	UG Technology	95 Center Dr, Gilbe 5720
15	02-24-326-002	NA	Gilberts Property Development LLC	Vacant	Unknown
16	02-24-300-106	211 E. Higgins Road	R.G. Tonnelli & Associates, Inc. (Kathy Tonelli)	Multi tenant	520 W. Huron, Chic 1275
17	02-24-300-106	215 - 237 E. Higgins Road	R.G. Tonnelli & Associates, Inc. (Kathy Tonelli)	Multi tenant	520 W. Huron, Chic 1275
18	02-24-300-014	255 E. Higgins Road	Jerome A. & Linda L. Lagod (Jerry Lagod)	Hypermax Engineering, Inc.	255 E. Dundee Rd. (847) 428-5655
19	02-24-300-047	46 East End Drive	Crest Acquisition Corp. (Don Harreld)	Poly Shapes Corporation	46 East end Dr., Gi 5311
20	02-24-300-036	56 East End Drive	Frank J. & Dawn J. Franco	Four Seasons Heating & Air	56 East End Dr., G 9000
21	02-24-300-045	66 East End Drive	East End Partnership (Lee Popovich)	Structural Preservation	66 East End Dr., G 1012

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# VILLAGE OF GILBERTS MOBIL WATER MAIN BENEFITING PROPERTIES TO RECAPTURE

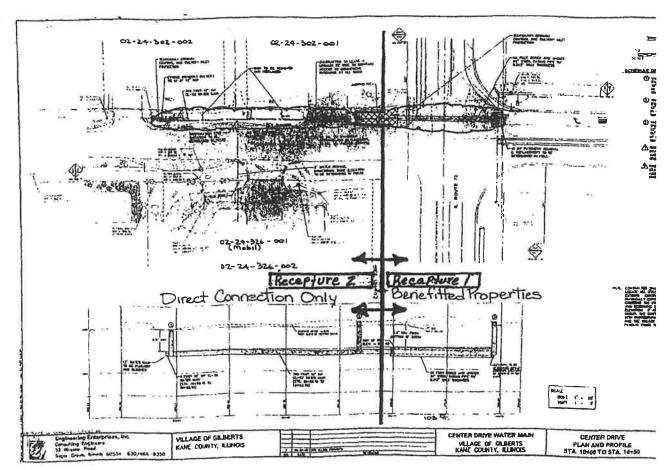
	PIN NO.	ADDRESS	OWNER NAME	BUSINESS NAME	OWNER'S
22	02-24-300-055	78 East End Drive	First American Bank (Tom Rizza)	Humi Industries, Alan Humi (847)426- 8061	78 East End Drive (847)428-8061
23	02-24-300-109	78 East End Drive	First American Bank (Tom Rizza)	Humi Industries, Alan Humi (847)426- 8062	79 East End Drive (847)428-8061
24	02-24-300-110	NA _	Rory L. Cleveland	Vacant	95 Center Dr, Gilb 5720
25	02-24-300-054	92 East End Drive	William L. & Geraldine J. Hall Trusts (Curt)	E - Z Products	92 East End Dr., 6 551-9199
26	02-24-300-060	221 Sola Drive	Howard C. & Helen Schock Declaration of Trusts (Howard Schock)	Schocks Towing	IL68, Dundee, IL 6
27	02-24-300-058	201 Sola Drive	Howard C. & Helen Schock Declaration of Trusts (Howard Schock)	Schocks Towing/Multi tenant	IL68, Dundee, IL 6
28	02-24-300-075	181 Sola Drive	Vidal Landscaping & Snowplowing, Inc. (Mr. Vidal)	Vidal Landscaping	181 Sola Dr., Gilbe
29	02-24-300-057	171 Sola Drive	William R. & Dorothy L. Miller Trusts (Everett Clark, Jr.)	Environmental Monitoring	171 Sola Dr., Gilbi 3331
30	02-24-300-049	121 Center Drive	Kenneth M. Copenhaver	KNK Landscaping	2910 Plantation, C (847) 627-0800
31	02-24-300-100	120 Center Drive	Olivers Heli Inc. (Darret Oliver)	Oliver's Helicopters	726 Tipperary, Gill 7346
32	02-24-300-099	120 Center Drive	Olivers Heli Inc. (Darrel Oliver)	Oliver's Helicopters	726 Tipperary, Gill 7346
33	02-24-300-065	131 Sola Drive	Ingrid C. Kosar Revocable Declaration Trust (Ingrid Kosar)	Thermal Bags by Ingrid	131 Sola Dr., Gilbe 4400
34	02-24-300-108	141 Center Drive	Kenneth M. Copenhaver	Unknown	2910 Plantation, C (847) 627-0800
35	02-24-300-107	141 Center Drive	Kenneth M. Copenhaver	Unknown	2910 Plantation, C (847) 627-0800
36	02-24-300-092	161 Center Drive	Raymond L. McNew (Ray McNew, Sr.)	McNew's Salvage	300 E. Railroad A
37	02-24-300-091	161 Center Drive	Raymond L. McNew (Ray McNew, Sr.)	McNew's Salvage	301 E. Railroad A
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# VILLAGE OF GILBERTS MOBIL WATER MAIN BENEFITING PROPERTIES RECAPTURE

	PIN NO.	ADDRESS	OWNER NAME	BUSINESS NAME	TO
į	02-24-302-001	14 Center Drive	T Corporation (Kathy Tonelli)	Unknown	40W
2	02-24-302-002	24 Center Drive	T Corporation (Kathy Tonelli)	Multi tenant	(847) 40W (847)
3	02-24-326-002	NA	Gilberts Property Development LLC	Vacant	127
4	02-24-326-001	171 E. Higgins Road	Hill-Newby LLC (Ed Newby)	Gilberts MobilMart	(847
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**EXHIBIT** 

## **7B**

Discussion only no back-up information



To:

Ray Keller

Village Administrator

From:

Steven Williams

Chief of Police

Date:

January 31, 2011

Subject:

2011 Squad purchase

We have 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. In light of this dramatically reduced time frame, I recommend adding squad purchases to the workshop agenda on February 8, 2011 for consideration and action prior to the dealer deadline.

The state contract winner (PSD#4015559) is Landmark Ford, Springfield, Illinois.

Base standard package	\$20,668
Options	\$ 4,300
Delivered	\$24,968

Emergency lighting / radio / equipment	\$ 5,500
Installation service charge	\$ 1,500
Total vehicle price	\$30,468

I propose the purchase of two 2011 Ford Crown Victoria Police Interceptor packages. Each of these vehicles would be received at the delivered price of \$24,968. After market emergency lighting and other equipment would be added by a specialty vendor at the above estimated cost. Of the two purchases, one of the vehicles would be retrofitted with usable emergency equipment and lighting from our existing inventory for a labor service charge of \$1,500.

Vehicle decals and lettering (each)

\$ 625

Total

\$59,686