

Village of Gilberts

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

Interim Village Administrator Memorandum

TO: President Rick Zirk
Board of Trustees

FROM: William Beith, Interim Village Administrator

DATE: March 11, 2016

RE: Village Board Meeting – March 15, 2016

The following summary discusses the agenda items for the Village Board meeting scheduled for March 15, 2016:

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

A Motion to approve Minutes from the March 1, 2016 Village Board Meeting

Staff recommend approval of the minutes from the March 1, 2016 Village Board Meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions.

A Motion to approve Minutes from the March 8, 2016 Special Village Board Meeting

Staff recommend approval of the minutes from the March 8, 2016 Special Village Board Meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions.

A Motion to approve February 2016 Treasurer's Report

Staff recommend approval of the provided Treasurer's Report for February 2016. Please contact me or Finance Director Marlene Blocker with any questions or requests for documentation that may be needed before the meeting.

A Motion to approve Bills & Salaries dated March 15, 2016

Please refer to the enclosed Bills & Salaries dated March 1, 2016 to be approved. If you need any additional information about these bills, please contact me or Finance Director Marlene Blocker prior to the meeting. Staff recommend approval.

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A Motion to approve Resolution 08-2016, a Resolution authorizing the approval of the CY 2016 Recreational Programming Agreement with the Gilberts Grizzlies

Approval of the Resolution continues the Grizzlies arrangement for football field use by the Gilberts Grizzlies for calendar year 2016. The Grizzlies may reserve space at Memorial, and/or Waitcus Park or other village parks for practice sessions as mutually agreed upon by the Village and the Grizzlies. In addition to the field arrangements, the agreement continues to require that the Grizzlies carry a liability insurance policy that names the Village as an additional insured party.

A representative from the Gilberts Grizzlies was invited to attend and discuss their program. Please contact Village Clerk Debra Meadows with any questions.

ITEMS FOR APPROVAL

There are no items for approval.

ITEMS FOR DISCUSSION

Budget Update

Finance Director Marlene Blocker will provide a budget update. As part of this update staff will present a first look at the BS&A municipal software package. The Village currently uses finance software from MSI. This look at new software is due to MSI ending software support for the product the village currently uses. Finance Director Blocker will discuss several options available for structuring the purchase of this software. In addition, staff will present an over view of the purchase of a new Ford F550 plow truck and seek direction on the possible purchase of this vehicle.

Master Fiber Agreement

Staff will present a first look at the Master Fiber Agreement between the Village and Fosiva. This look will provide details of the agreement between Fosiva and the Village to use Village right of way to install backbone fiber optic cable. This fiber cable will connect municipal buildings and provide residential service for customers in the Conservancy.

A representative from Fosiva was invited to attend and discuss their program. Please contact Interim Village Administrator Beith with any questions.

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STAFF REPORTS

BOARD OF TRUSTEES REPORTS

PRESIDENT'S REPORT

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.

ADJOURNMENT

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

Police Department
86 Railroad Street, Gilberts, Illinois 60136
Ph. 847-428-2954 Fax: 847-428-4232

**Village Board of Trustees
Meeting Agenda
Village of Gilberts
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
March 15, 2016
7:00 P.M.
A G E N D A**

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the March 1, 2016 Village Board Meeting
- B. A Motion to approve Minutes from the March 8, 2016 Special Village Board Meeting
- C. A Motion to approve February 2016 Treasurer's Report
- D. A Motion to approve Bills & Salaries dated March 15, 2016
- E. A Motion to approve Resolution 08-2016, a Resolution authorizing the approval of the CY 2016 Recreational Programming Agreement with the Gilberts Grizzlies

5. ITEMS FOR APPROVAL

6. ITEMS FOR DISCUSSION

- A. Budget Update
- B. Master Fiber Agreement

7. STAFF REPORTS

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2 (c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 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.

11. ADJOURNMENT

Audience Participation

Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. 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 other negative 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 Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.

**Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Village Board
Meeting Minutes
March 1, 2016**

NOT APPROVED MINUTES

Call to Order / Pledge of Allegiance

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

Roll Call/Establish Quorum

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, LeClercq, Zambetti, Farrell and President Zirk. Absent: Trustees Kojzarek and Hacker. Others present: Interim Village Administrator Beith, Water Superintendent Castillo and Village Clerk Meadows. For members of the audience please see the attached sign-in sheet.

President Zirk noted that the Committee of the Whole meeting scheduled for March 8th will be amended so the Board Members can conduct the interviews for the now vacant Village Administrator's position. The meeting will begin at 6:30 p.m. and will be opened and immediately closed to the public as permitted by 5 ILCS 120/2 (c) (1) to discuss personnel with no business to follow.

Public Comment

President Zirk asked if there was anyone in the audience that wished to address the Board Members. Resident Dan Pace approached the dais. He commented on the Village's website in which the Village has posted documents related to the Village's Transparency Project. Mr. Pace then proceeded to comment on the Village's Facebook page. He reported that the Village had posted the information with respect to the Easter Egg Hunt 32 days prior to the event. However, the public hearing for the Plan Commission meeting regarding the Conservancy PUD amendment was not posted on facebook until twenty-four hours and fifteen minutes prior to the meeting. The Board Members thanked Mr. Pace for his comments.

Resident Jose Hernandez approached the dais to address the Board Members. Mr. Hernandez commented on his property's drainage issues. In addition he discussed his concerns with his neighbor's sump pump pipe draining on his property. President Zirk reported that agenda item 6 A is a resolution approving an agreement with Phoenix & Associates to design and construct drainage improvements on Tipperary which includes Mr. Hernandez's property and drainage ditch. He suggested Mr. Hernandez consider holding his comments until he hears the discussion on the proposed drainage improvements. Mr. Hernandez thanked the Board Members for their time.

Consent Agenda

- A. **A Motion to approve Minutes from the February 23, 2016 Special Village Board Meeting**
- B. **A Motion to approve Bills & Salaries dated March 1, 2016 as follows: General Fund \$27,596.14, Performance Bonds and Escrows \$58.00, Water Fund \$24,326.03**
- C. **A Motion to approve Resolution 05-2016, a Resolution authorizing the approval of the CY-2016 Recreational Programming Agreement with the Golden Corridor Family YMCA**
- D. **A Motion to approve Resolution 06-2016, a Resolution authorizing the approval of the CY-2016 Recreational Programming Agreement with the Tri-Cities Travel Baseball Team**

President Zirk asked if any of the Board Members wished to remove any item from the consent agenda for separate consideration. The Board Members offered no comments. A Motion was made by Trustee LeClercq and seconded by Trustee Zambetti to approve the consent agenda items A-D as presented. Roll call: Vote: 4-ayes: Trustees Corbett, LeClercq, Zambetti and Farrell. 0-nays, 0-abstained. Motion carried.

Items for Approval

There were no items listed under items for approval.

Items for Discussion

A Motion to approve Resolution 07-2016, a Resolution authorizing an agreement with Phoenix & Associates to provide professional service for designing and constructing Tipperary Road drainage repairs.

Interim Village Administrator Beith discussed the agreement. He noted the agreement consist of three separate drainage improvement projects. The first proposal addresses the standing water in the ditch located between 698-697 Tipperary. The second proposal recommends installing drain pipe with topsoil cover to improve drainage and general grade of the area located at the corner of Tipperary and Welch Street. The third proposal recommends restoring an existing non-functional drainage infrastructure to improve area drainage to Tyler Creek in the close proximity of 756-768 Tipperary.

Stormwater Consultant Hutson provided an overview of the project. He discussed what they believe to be an obstruction in the drain title conveying stormwater to Tyler Creek. Stormwater Consultant Hutson noted that if the agreement is approved they will remove the obstruction and add additional drain titles.

Trustee Zambetti inquired on the method Phoenix would use to address Mr. Hernandez's drainage concerns. Consultant Hutson reported that the neighbor's sump pump pipe would be buried underground and pitched to drain into the ditch. President Zirk asked if Consultant Hutson could explain the plan to Mr. Hernandez who was still in attendance. Consultant Hutson agreed.

Trustee Farrell inquired if the Village had funds on hand to pay for the drainage improvements. Interim Administrator Beith replied yes. Currently the Village has \$16,000 remaining in the drainage improvement fund and Staff would find \$1,000.00 in some other line item.

Stormwater Consultant Hutson discussed a forth inexpensive drainage improvement needed for a property located on Kerry Court. The property in question has a small depression area that has a tendency to flood. The drainage improvements are minor and could be completed prior to sale of Forming Concept detention credits in which the Village will receive an administration fee from the sale of the detention credits. A portion of the Villages' administration fees could then reimburse Phoenix for the work.

President Zirk noted that he would prefer this matter be placed on an agenda for Board discussion. Following the discussion if the Board was in favor of completing the project Staff could then place the mater on a later Board meeting agenda.

A Motion was made by Trustee LeClercq and seconded by Trustee Farrell to approve Resolution 07-2016, a Resolution authorizing an agreement with Phoenix & Associates to provide professional services for designing and constructing Tipperary Road drainage improvements. Roll call: Vote: 4-ayes: Trustees LeClercq, Zambetti, Farrell and Corbett. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 08-2016, a Resolution authorizing the approval of a Work Order with Baxter & Woodman for professional services for assistance with the NPDES and Sludge renewal permit applications

Interim Administrator Beith reported that the resolution if approved with authorize an agreement between the Village and Baxter & Woodman for professional services to complete and submit two renewals for the National Pollutant Discharge Elimination System (NPDES) and Sludge permits as required by the Environmental Protection Agency which are due to expire in late May and July.

The Board Members directed Staff to ascertain what the Village paid for their services five years ago and also research what other surrounding communities are paying for this type of service. Staff will research this matter further and report back. There was no action taken on Resolution 08-2016.

Staff Reports

Interim Administrator Beith reported that Public Works' snow plow drivers were called out at 4:30 a.m. and then again at noon today.

Interim Administrator Beith reported that he had met with D300 Assistant Superintendent of Operations, Chuck Bumbales to discuss the request by the Grizzlies to construct outdoor field lighting.

Assistant Superintendent Bumbales reported that he has been informed that the Grizzlies will be moving forward with the petition for a special use.

Interim Administrator Beith reported that Staff has recently participated in a demonstration of the proposed new finance, building software. During the March 15th Board meeting Staff will be providing the Board Members with an overview of the proposed software. Trustee Farrell inquired if the reason for the request to change finance and building software was due to the fact that MSI will no longer offer support. Interim Administrator Beith replied yes.

Interim Administrator Beith reported that Staff is still working with FOSIVA on the master fiber agreement. President Zirk discussed the fact that he strongly desires that the master agreement includes language noting that the network is an open network which encourages competition.

Trustee Zambetti for the record wishes to clarify that the WOW fiber network being offered to the Industrial District and the FOSIVA network being offered in the Conservancy are private networks and no Village funds have been used to construct any of the infrastructure. He would never vote to allow public funds to be used on the fiber project due to the fact that the voters had voted no on the fiber optic referendum. Trustee Farrell agreed and reiterated the fact that these projects are private projects using private funds.

There was discussion on drafting a "Dig Once" Ordinance. President Zirk noted that the dig once ordinances in theory sounds like a good idea, but in reality they don't always serve the purpose they were intended to address.

Executive Session

President Zirk asked if any of the Board Members or Staff had any reasons to enter into an executive session. There were no comments offered.

Adjournment

There being no further business to discuss, a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to adjourn from the public meeting at 7:50 p.m. Roll call: Vote: 4-ayes by unanimous voice vote.

Respectfully submitted, Debra Meadows

Village of Gilberts

87 Galligan Road

Gilberts, Illinois 60136

Special Village Board Meeting

March 1, 2016

7:00 p.m.

Sign-in-Sheet

Name

Contact Information (Optional)

CASEY HUTSON

87 RAILROAD

BOB HENTZ

CLYDE

T. WARD

Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Special Village Board
Meeting Minutes
March 8, 2016

Call to Order/Pledge of Allegiance

President Zirk called the meeting to order at 6:30 p.m. He proceeded to lead those present in the Pledge of Allegiance.

Roll Call/Establish Quorum

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Kojzarek, Corbett, LeClercq, Zambetti, Farrell, Hacker and President Zirk. Others present: Attorney Tappendorf and Village Clerk Meadows. For members of the audience please see the attached copy of the sign-in sheet.

Public Comment

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

Executive Session

President Zirk stated that he would entertain a motion to enter into executive session 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 with no business to follow. A Motion was made by Trustee Hacker and seconded by Trustee LeClercq to enter into executive session to discuss personnel as permitted ILCS 120/2 (c) (1) with no business to follow. Roll call: vote: 6 ayes: Trustees Kojzarek, Corbett, LeClercq, Zambetti, Farrell and Hacker. 0-nays, 0-abstained. Motion carried.

The Board Members along with Attorney Tappendorf and Clerk Meadows entered into executive session at 6:35 p.m. and returned to the public meeting at 10:00 p.m.

Reconvene/Roll Call

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Kojzarek, Corbett, LeClercq, Zambetti, Farrell, Hacker and President Zirk. Others present: Attorney Tappendorf and Clerk Meadows.

Special Village Board
Meeting Minutes
March 8, 2016
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Adjournment

There being no further public business to discuss, a Motion was made by Trustee Corbett and seconded by Trustee Zambetti to adjourn from the public meeting at 10:01 p.m. Roll call: Vote: 6-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

Fund Summary

| | 2/29/16 | Restricted / Designated Funds | Unrestricted / Undesignated Funds |
|---|--------------|-------------------------------|-----------------------------------|
| Unrestricted - General Fund | | | 873,586.70 |
| Restricted - Total | | 6,224,391.85 | |
| Committed- Designated Reserves | | 897,361.01 | |
| - 2.5 Months Expenses | 897,361.01 | | |
| Committed - Road Improvement | | 110,412.40 | |
| - FY-07 and Prior | 707,838.00 | | |
| - FY-08 Transfer (School Road) | (120,000.00) | | |
| - FY-08 | 76,235.76 | | |
| - FY-09 | 75,968.38 | | |
| - FY-09 Transfer (Additional Salt & Snow Removal) | (78,469.37) | | |
| - FY-09/FY10 Hennessy Bridge Work | (350,000.00) | | |
| - FY-10 | 79,129.42 | | |
| - FY-11 (Road Study) | (10,000.00) | | |
| - FY-11 | 77,944.57 | | |
| - FY-12 | 12,861.90 | | |
| - FY-13 | 8,493.36 | | |
| - FY-14 | 16,525.72 | | |
| - FY-14 Hennessy Bridge Grant | 350,000.00 | | |
| - FY-14 Extra MFT Funds | 15,731.35 | | |
| - FY-14 Kreuzer Road Repair | (15,000.00) | | |
| - FY-15 Mason Road Engineering | (16,389.70) | | |
| - FY-15 Old Town Engineering | (24,304.96) | | |
| - FY-15 - Old Town Roadwork | (45,000.00) | | |
| - FY-15 | 10,293.85 | | |
| - FY-15 Mason Roadwork | (316,440.00) | | |
| - FY-16 Mason Road Engineering | (3,566.90) | | |
| - FY-16 Old Town Engineering | (16,069.45) | | |
| - FY-16 Mason Roadwork | (35,160.00) | | |
| - FY-16 - Old Town Roadwork | (298,880.00) | | |
| - FY-16 | 8,670.47 | | |
| Committed- Infrastructure Fund | | 506,584.34 | |
| - FY-12 (Transfer -Garbage) | 108,047.92 | | |
| - FY-13 (Transfer -Garbage) | 133,104.58 | | |
| - FY-14 (Transfer -Garbage) | 124,341.65 | | |
| - FY-15 (Transfer -Garbage) | 141,090.19 | | |
| Committed - Road Bond Repayment | | 229,418.03 | |
| - FY-13 (1% Sales Tax) | 159,422.43 | | |
| - FY-14 May Interest Payment | (27,062.50) | | |
| - FY-14 (1% Sales Tax) | 172,392.69 | | |
| - FY-14 December Principal & Interest Payment | (119,172.50) | | |
| - FY-15 (1% Sales Tax) | 190,023.33 | | |
| - FY-15 May Interest Payment | (25,312.50) | | |
| - FY-15 December Principal & Interest Payment | (123,712.50) | | |
| - FY-16 (1% Sales Tax) | 153,004.58 | | |
| - FY-16 May Interest Payment | (23,512.50) | | |
| - FY-16 December Principal & Interest Payment | (126,652.50) | | |
| Restricted - Road Improvement MFT | | 661,394.12 | |
| - Balance - Illinois Funds | 510,056.38 | | |
| - Balance - Union Bank Money Market | 151,337.74 | | |
| Committed - Capital Improvement | | 202,596.78 | |
| - FY-05 | 81,596.76 | | |
| - FY-06 | 45,000.00 | | |
| - FY-08 Transfer (Wing Mower) | (41,751.00) | | |
| - FY-11 P/W Truck Sale | 31,000.00 | | |
| - FY-12 (Transfer - Garbage) | 34,623.00 | | |
| - FY-13 (Salvage Receipts) | 547.80 | | |
| - FY-13 (Transfer -Garbage) | 25,349.02 | | |
| - FY-14 (Salvage Receipts) | 419.68 | | |
| - FY-14 (New Squad Purchase) | (28,500.00) | | |
| - FY-14 (Transfer -Garbage) | 26,567.48 | | |
| - FY-15 (Transfer -Garbage) | 27,744.04 | | |
| Committed - New Development Fees | | 241,587.43 | |
| - FY-06 Municipal Impact Fee | 261,250.00 | | |
| - FY-07 Municipal Impact Fee | 382,250.00 | | |
| - FY-08 Municipal Impact Fee | 286,000.00 | | |
| - FY-08/FY-09 Transfer (Salt Bin) | (185,701.50) | | |
| - FY-09 Municipal Impact Fee | 82,500.00 | | |
| - FY-07/08 Municipal Transistion Fee | 8,000.00 | | |
| - FY-07/08 Municipal Police/SafetyTransistion Fee | 2,000.00 | | |

| | | | |
|---|--------------|---------------------|---------------------|
| - FY-09 Transfers Out | (127,256.51) | | |
| - FY-10 Reimburse PGAV TIF Study from TIF | 18,788.40 | | |
| - FY-10 Town Center Park Parking Lot | (201,112.76) | | |
| - FY-10 Municipal Impact Fee | 104,500.00 | | |
| - FY-11 Municipal Impact Fee | 151,250.00 | | |
| - FY-11 Transfers (Road Study) | (13,000.00) | | |
| - FY-12 Municipal Impact Fee | 146,750.00 | | |
| - FY-13 Municipal Impact Fee | 76,400.00 | | |
| - FY-14 Transfer Out-Partial Electric | (3,329.08) | | |
| - FY-14 Transfer out-Partial Signs | (10,552.34) | | |
| - FY-14 Transfer Out-Partial Electric | (68,665.00) | | |
| - FY-14 Municipal Impact Fee | 59,200.00 | | |
| - FY-15 Municipal Park Impact Fee-Shinning Moon | 4,909.46 | | |
| - FY-15 Municipal Impact Fee-Town Center | 11,198.19 | | |
| - FY-15 Municipal Utility Impact Fee-Conservancy | 1,000.00 | | |
| - FY-15 Municipal Park Impact Fee-Conservancy | 5,656.00 | | |
| - FY-15 Municipal Impact Fee-Conservancy | 5,500.00 | | |
| - FY-15 Transfer out-Partial Signs | (7,600.00) | | |
| - FY-15 Town Center Park Expenses | (949,023.43) | | |
| - FY-16 Town Center Park Expenses | (7,750.00) | | |
| - FY-16 Municipal Utility Impact Fee-Conservancy | 16,500.00 | | |
| - FY-16 Municipal Park Impact Fee-Conservancy | 82,826.00 | | |
| - FY-16 Municipal Impact Fee-Town Center | 16,500.00 | | |
| - FY-16 Municipal Impact Fee-Conservancy | 92,600.00 | | |
| - FY-16 Transfer out-Partial Signs | (26,719.00) | | |
| Committed - Tree Replacement/Beautification | | 4,069.74 | |
| - FY-09 Recycling Revenue | 2,500.00 | | |
| - FY-10 Recycling Revenue | 5,000.00 | | |
| - FY-10 Tree Replacements | (590.00) | | |
| - FY-12 Recycling Revenue | 10,026.40 | | |
| - FY-12 Tree Program | (727.50) | | |
| - FY-13 Recycling Revenue | 5,000.00 | | |
| - FY-14 Sidewalk Replacement | (660.00) | | |
| - FY-14 Tree Program | (4,478.71) | | |
| - FY-14 Recycling Revenue | 2,500.00 | | |
| - FY-15 Sidewalk Progra, | (500.00) | | |
| - FY-15 Tree Program | (17,984.27) | | |
| - FY-15 AT&T | 8,000.00 | | |
| - FY-15 Recycling Revenue | 350.31 | | |
| - FY-16 Recycling Revenue | 2,500.00 | | |
| - FY-16 Tree Program | (6,866.49) | | |
| Committed - EDUI Funds | | 25,523.82 | |
| - FY-12 Balance | 3,918.55 | | |
| - FY-13 Balance | 13,710.91 | | |
| - FY-14 Balance | 6,187.56 | | |
| - FY-15 Balance | 1,706.80 | | |
| Restricted - Drug Forfeiture | | 11,898.29 | |
| - Balance | 11,898.29 | | |
| Committed - Enterprise Fund (Water / Wastewater) | | 2,969,342.70 | |
| - Balance | 2,969,342.70 | | |
| Committed - Pass Thru/Escrows | | 364,203.19 | |
| - Balance | 364,203.19 | | |
| Total | | 6,224,391.85 | 873,586.70 |
| | | | 7,097,978.55 |

| | | | |
|--|------------|--|------------|
| General Fund Revenue Receivable | | | 142,223.09 |
| - State Income Tax Payments Delayed | 142,223.09 | | |

| | | | |
|---|--|--|---------------------|
| Total Unrestricted Funds including Receivables | | | 1,015,809.79 |
|---|--|--|---------------------|

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|-------------------------------|
| Additional Information |
|-------------------------------|

| | | |
|---|------------|-------------------|
| Pass Thru - Balance of Escrow | | 364,203.19 |
| - TIF #1 | 9,244.51 | |
| - TIF #2 | 39,752.65 | |
| - Performance Bonds / Escrows | 212,841.34 | |
| - Building Permit-Town Center/Conservancy | 22,048.87 | |
| - Impact Fees - Library | 54,463.82 | |
| - Impact Fees - School | 8,452.00 | |
| - Impact Fees - Fire District | 1,000.00 | |
| - Transistion Fees - Fire | 2,000.00 | |
| - Transistion Fees - Library | 400.00 | |
| - Transistion Fees - School | 14,000.00 | |

**TREASURER'S STATEMENT AS
OF FEBERUARY 29, 2016**

| | MONTH | YEAR TO DATE | | YEAR TO DATE |
|---------------------------------|--------------|--------------|--------------|--------------|
| Beginning Bank Balance: | | | 7,046,497.43 | 6,746,038.04 |
| Credits: | | | | |
| General Fund: | 231,473.56 | 3,931,097.07 | | |
| Water Fund: | 263,283.82 | 1,774,668.25 | | |
| Motor Fuel Tax (MFT): | 15,091.75 | 169,434.57 | | |
| Performance Bonds/Escrow: | 349,408.56 | 1,030,862.88 | | |
| TIF #1 | 3.23 | 32,122.75 | | |
| TIF #2 | 15.79 | 310,733.31 | | |
| Drug Forfeiture: | 340.00 | 1,975.83 | | |
| Total Credits All Funds: | 859,616.71 | 7,250,894.66 | 859,616.71 | 7,250,894.66 |
| Expenses: | | | | |
| General Fund: | 260,692.17 | 3,730,647.62 | | |
| Water Fund: | 181,584.58 | 1,676,203.48 | | |
| Motor Fuel Tax (MFT): | - | - | | |
| Performance Bond/Escrow: | 352,358.84 | 1,074,596.11 | | |
| TIF #1 | 13,500.00 | 62,991.50 | | |
| TIF #2 | - | 354,515.44 | | |
| Drug Forfeiture: | - | - | | |
| Total Debits All Funds: | 808,135.59 | 6,898,954.15 | 808,135.59 | 6,898,954.15 |
| Ending Bank Balance: | | | | |
| General Fund: | 3,091,140.25 | | | |
| Water Fund: | 2,969,342.70 | | | |
| Motor Fuel Tax (MFT): | 661,394.12 | | | |
| Performance Bond/Escrow: | 315,206.03 | | | |
| TIF #1 | 9,244.51 | | | |
| TIF #2 | 39,752.65 | | | |
| Drug Forfeiture: | 11,898.29 | | | |
| Total Debits All Funds: | 7,097,978.55 | | 7,097,978.55 | 7,097,978.55 |

TREASURER'S SIGNATURE:



DATE: MARCH 9, 2016

GENERAL FUND MONEY MARKET
01-00-105

Village of Gilberts:
Month Closed: February, 2016

| | | | |
|------------------------------------|------------|------------------------------|--------------|
| | | Previous YTD Credits: | 3,699,623.51 |
| Beginning Book Balance: | 150,437.70 | | 59,884.21 |
| | | Current Credits: | 171,589.35 |
| Deposits (Total): | 78,357.13 | | |
| | | Current YTD Credits: | 3,931,097.07 |
| Interest Income: | | | |
| (01-00-341) Money Market: | 53.13 | Previous YTD Debits: | 3,469,955.45 |
| (01-00-341) Checking: | 1.85 | | 9,664.00 |
| (01-00-342) Performance Bond: | 3.54 | Current Debits: | 251,028.17 |
| | | | |
| Miscellaneous Income: | 76.00 | Current YTD Debits: | 3,730,647.62 |
| Transfer From Illinois Funds | 150,000.00 | | |
| Voided Ck #19904 | | | |
| Transfer of Garbage Revenue | 93,097.70 | | |
| CD Interest | | | |
| Subtotal: | 472,027.05 | McHenry Savings | 942,829.16 |
| | | G/F MM Balance: | 220,998.88 |
| Checks Written (Total): | 241,655.17 | IL Funds Balance: | 931,056.70 |
| CY 2016 FLEX | 6,820.00 | Barrington Bank CD's: | 995,255.51 |
| Transfer to P/B (Agency) | 2,553.00 | G/F CKG Balance: | 1,000.00 |
| | | Total balance: | 3,091,140.25 |
| Ending Check Book Balance: | 220,998.88 | | |
| Deposits in Transit: | 93,097.70 | | |
| Outstanding Transfers: | | | |
| Balance per Bank Statement: | 127,901.18 | | |

Expenditures/Transfers:

| Date: | For: | |
|-----------|---------------------|------------|
| 2/2/2016 | Accounts Payable | 30,307.73 |
| 2/26/2016 | Accounts Payable | 82,760.35 |
| 2/10/2016 | Check-Permit Splash | 300.00 |
| 2/4/2016 | Recording Fee | 59.00 |
| 2/1/2016 | Health Insurance | 17,632.75 |
| 2/11/2016 | Payroll | 44,052.10 |
| 2/25/2016 | Payroll | 66,482.24 |
| 2/26/2016 | Recording Fee | 61.00 |
| | Total: | 241,655.17 |

| Deposits: | Deposits: | Direct Deposits | |
|--|------------------|------------------------------|------------------|
| 2,553.00 | 15.00 | T-Mobile | 1,983.75 |
| 10,858.74 | 428.00 | Kane County | |
| 351.53 | 122.00 | Nicor | 8,848.81 |
| 2,160.00 | | Exelon | 16,205.18 |
| 15.00 | | | |
| 50.00 | | | |
| 5.00 | | | |
| 50.00 | | | |
| 12,860.00 | | | |
| 1,000.00 | | | |
| 14,162.50 | | | |
| 3,435.02 | | | |
| 525.00 | | | |
| 2,728.60 | | | |
| Total Deposits | 51,319.39 | Total Direct Deposits | 27,037.74 |
| Total Deposits/Direct Deposits: | 78,357.13 | | |

GENERAL FUND CHECKING ACCT
01-00-103

Village of Gilberts:
Month Closed: February, 2016

| | | | |
|------------------------------------|------------|------------------------------|--|
| Beginning Book Balance: | 1,000.00 | Previous YTD Credits: | |
| Deposits (Total): | 131,120.83 | Current Credits: | |
| Voided Checks: | | Current YTD Credits: | |
| Check# Vendor Name: | | Previous YTD Debits: | |
| | | Current Debits: | |
| Total Voided Checks: | | Current YTD Debits: | |
| Subtotal: | 132,120.83 | | |
| | 131,120.83 | | |
| Checks Written (Total): | | | |
| Voided Checks (Total): | | | |
| Ending Check Book Balance: | 1,000.00 | | |
| Deposits in Transit: | | | |
| Outstanding Checks: | 87,812.85 | | |
| Balance per Bank Statement: | 88,812.85 | | |

| | | | |
|--------------------------------|-----------|------------------|----------------|
| Expenditures/Transfers: | | For: | Amount: |
| | 2/2/2016 | Accounts Payable | 47,940.48 |
| | 2/23/2016 | Accounts Payable | 83,060.35 |
| | 2/4/2016 | Recording Fee | 59.00 |
| | 2/26/2016 | Recording Fee | 61.00 |
| | | Total: | 131,120.83 |

| Outstanding Checks: | Check #: | Amount: | Check #: | Amount: |
|----------------------------|-----------------|----------------|-----------------|----------------|
| | 24070 | 50.00 | 24141 | 168.00 |
| | 24092 | 4,702.50 | 24142 | 8.59 |
| | 24119 | 300.00 | 24143 | 312.00 |
| | 24120 | 27.50 | 24144 | 500.00 |
| | 24121 | 2,198.35 | 24145 | 368.00 |
| | 24122 | 75.00 | 24146 | 51.66 |
| | 24123 | 55.99 | 24147 | 200.00 |
| | 24124 | 2,600.00 | 24148 | 50.00 |
| | 24125 | 4,212.50 | 24149 | 540.00 |
| | 24126 | 1,246.95 | 24150 | 110.12 |
| | 24127 | 466.76 | 24151 | 46,864.62 |
| | 24128 | 18.80 | 24152 | 248.12 |
| | 24129 | 100.00 | 24153 | 90.00 |
| | 24130 | 1,177.31 | 24154 | 1,581.25 |
| | 24131 | 37.79 | 24155 | 29.13 |
| | 24132 | 7,424.40 | 24156 | 251.95 |
| | 24133 | 554.87 | 24157 | 3,889.07 |
| | 24134 | 1,434.02 | 24158 | 194.00 |
| | 24135 | 207.54 | 24159 | 373.55 |
| | 24136 | 203.97 | 24160 | 386.33 |
| | 24137 | 1,704.25 | 24161 | 200.00 |
| | 24138 | 519.00 | 24162 | 225.00 |
| | 24139 | 603.31 | 24163 | 300.00 |
| | 24140 | 512.15 | 24164 | 55.00 |
| | | | 24165 | 356.51 |
| | | | 24166 | 26.99 |
| | | | Total | 87,812.85 |

**Village of Gilberts
General Fund
Certificates of Deposit
February 29, 2016**

| Bank | CD# | Amount | Term | Maturity Date | Interest Rate |
|----------------------|-----------------|------------|----------|---------------|---------------|
| Barrington Bank | 0940000423-1011 | 226,584.12 | 6 months | 3/28/2016 | .15 APY |
| Barrington Bank | 0940000423-1012 | 266,833.19 | 6 months | 3/28/2016 | .15 APY |
| Barrington Bank | 0940000423-1010 | 501,838.20 | 6 months | 3/20/2016 | .15 APY |
| Barrington Bank CD's | 995,255.51 | | | | |

**Village of Gilberts
General Fund
Certificates of Deposit
February 29, 2016**

| Bank | CD# | Amount | Term | Maturity Date | Interest Rate |
|----------------------|------------|------------|--------|---------------|---------------|
| McHenry Savings Bank | 1000040004 | 251,752.96 | 1 year | 4/4/2016 | .70APY |
| McHenry Savings Bank | 1000040202 | 201,406.84 | 1 year | 4/23/2016 | .70APY |
| McHenry Savings Bank | 1000042372 | 489,669.36 | 1 year | 9/27/2015 | |
| McHenry Savings Bank | | 942,829.16 | | | |

WATER FUND MONEY MARKET
20-00-105

| | | | |
|--------------------------------------|------------|------------------------------|--------------|
| Beginning Book Balance: | 186,326.45 | Previous YTD Credits: | 1,511,384.43 |
| | | | 9,298.85 |
| Deposits (Total): | 240,323.13 | Current Credits: | 253,984.97 |
| Interest Income: | | Current YTD Credits: | 1,774,668.25 |
| (20-00-341) Money Market: | 161.02 | Previous YTD Debits: | 1,494,618.90 |
| (20-00-341) Checking: | 0.82 | | - |
| Xfer Forming Concepts Connect | 13,500.00 | Current Debits: | 181,584.58 |
| Miscellaneous Income: | | Current YTD Debits: | 1,676,203.48 |
| Subtotal: | 440,311.42 | Barrington Bank: | 58,540.11 |
| Checks Written (Total): | 88,380.88 | Barrington Bank CD's: | 504,071.66 |
| Returned Checks | 106.00 | Union Bank CD's: | 1,200,604.96 |
| Transfer for Garbage | 93,097.70 | H2O MM Balance: | 258,726.84 |
| Ending Check Book Balance: | 258,726.84 | H2O Illinois Funds | 946,399.13 |
| Deposits in Transit: | | H2O CKG Balance: | 1,000.00 |
| Outstanding Checks: | 93,097.70 | Total balance: | 2,969,342.70 |
| Balance per Bank Statement: | 351,824.54 | | |

Expenditures/Transfers:

| Date: | For: | Amount: |
|-----------|------------------|-----------|
| 2/3/2016 | Accounts Payable | 27,801.36 |
| 2/25/2016 | Accounts Payable | 28,682.39 |
| 2/11/2016 | Payroll-Water | 13,190.64 |
| 2/12/2016 | Payroll-Water | 12,895.85 |
| 2/1/2016 | Postage | 101.37 |
| 2/1/2016 | Health Insurance | 5,709.27 |
| | Total: | 88,380.88 |

Deposits:

| | | | |
|------------------------|------------|------------------------|-----------|
| 5,986.52 | 563.00 | | |
| 11,160.02 | 799.55 | Direct Deposits | 80,782.70 |
| 109.40 | 176.00 | | |
| 169.00 | 1,107.32 | | |
| 8,809.54 | 2,665.20 | | |
| 8,162.62 | 88.00 | | |
| 10,169.76 | 3,414.08 | | |
| 248.00 | 2,977.47 | | |
| 612.90 | 712.70 | | |
| 151.00 | 54.95 | | |
| 11,613.40 | 1,185.95 | | |
| 28,078.12 | 2,147.72 | | |
| 2,347.30 | 615.85 | | |
| 45,446.60 | 166.10 | | 80,782.70 |
| 160.00 | 4,664.06 | | |
| 2,501.40 | 146.30 | | |
| 230.00 | 560.60 | | |
| 1,413.50 | 126.50 | | |
| Total Deposits: | 240,323.13 | | |

WATER FUND CHECKING ACCT
20-00-103

Village of Gilberts:
Month Closed: February, 2016

| | | | |
|------------------------------------|-----------|------------------------------|--|
| Beginning Book Balance: | 1,000.00 | Previous YTD Credits: | |
| Deposits (Total): | 27,902.73 | Current Credits: | |
| Voided Checks: | | Current YTD Credits: | |
| Check# Vendor Name: | | Previous YTD Debits: | |
| | | Current Debits: | |
| Total Voided Checks: | | Current YTD Debits: | |
| Subtotal: | 28,902.73 | | |
| Checks Written (Total): | 27,902.73 | | |
| Ending Check Book Balance: | 1,000.00 | | |
| Deposits in Transit: | | | |
| Outstanding Checks: | 28,695.29 | | |
| Balance per Bank Statement: | 29,695.29 | | |

Expenditures/Transfers:

| | | | |
|--------------|-----------|------------------|-----------|
| Date: | 2/3/2016 | For: | |
| | | Accounts Payable | 27,801.36 |
| | | Accounts Payable | |
| | 2/12/2016 | Postage | 101.37 |
| | | Total: | 27,902.73 |

Outstanding Checks:

| Check #: | Amount: | Check #: | Amount: |
|-----------------|----------------|-----------------|------------------|
| 204208 | 8.40 | 205184 | 657.48 |
| 204630 | 4.50 | 205185 | 3,945.07 |
| 205176 | 7,354.92 | 205186 | 370.00 |
| 205177 | 346.90 | 205187 | 39.20 |
| 205178 | 323.41 | 205189 | 1,412.00 |
| 205179 | 43.09 | 205190 | 2.00 |
| 205180 | 2,640.75 | 205191 | 106.32 |
| 205181 | 6,981.15 | 205192 | 161.90 |
| 205182 | 991.00 | 205193 | 38.10 |
| 205183 | 72.95 | 205194 | 91.25 |
| | | 205195 | 1,328.53 |
| | | 205196 | 126.43 |
| | | 205197 | 486.65 |
| | | 205198 | 1,105.31 |
| | | 205199 | 57.98 |
| | | TOTAL | 28,695.29 |

**Village of Gilberts
Water Fund
Certificates of Deposit
February 29, 2016**

| Bank | CD# | Amount | Term | Maturity Date | Interest Rate |
|----------------------|-----------------|------------|----------|---------------|---------------|
| Barrington Bank | 0940000423-1009 | 100,725.71 | 9 months | 3/27/2016 | .20 APY |
| Barrington Bank | 0940000423-1013 | 201,408.11 | 6 months | 3/28/2016 | .15 APY |
| Barrington Bank | 0940000423-1014 | 201,937.84 | 6 months | 3/28/2016 | .15 APY |
| Barrington Bank CD's | 504,071.66 | | | | |

**Village of Gilberts
Water Fund
Certificates of Deposit
February 29, 2016**

| Bank | CD# | Amount | Term | Maturity Date | Interest Rate |
|---------------------|--------------|--------------|-----------|---------------|---------------|
| Union National Bank | 4176509 | 391,315.36 | 12 months | 10/12/2016 | .96 APY |
| Union National Bank | 4169371 | 258,179.58 | 9 months | 4/15/2016 | .52 APY |
| Union National Bank | 4176517 | 374,349.47 | 12 months | 10/23/2016 | .96 APY |
| Union National Bank | 4169389 | 176,760.55 | 12 months | 5/22/2016 | .56 APY |
| | | 1,200,604.96 | | | |
| Union National CD's | 1,200,604.96 | | | | |

MFT MONEY MARKET
30-00-105

Village of Gilberts:
Month Closed: February, 2016

| | | | |
|------------------------------------|------------|------------------------------|---|
| Beginning Book Balance: | 151,337.74 | Previous YTD Credits: | |
| Deposits (Total): | | Current Credits: | - |
| Interest Income: | | Current YTD Credits: | |
| (30-00-341) Money Market: | | Previous YTD Debits: | |
| | | Current Debits: | |
| Miscellaneous Income: | | Current YTD Debits: | |
| Subtotal: | 151,337.74 | | |
| Checks Written (Total): | | | |
| Returned Checks (Total): | | | |
| Ending Check Book Balance: | 151,337.74 | | |
| Deposits in Transit: | | | |
| Outstanding Checks: | | | |
| Balance per Bank Statement: | 151,337.74 | | |

| Expenditures/Transfers: | Date: | For: | Amount: |
|--------------------------------|--------------|---------------|----------------|
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| | | Total: | |

Deposits:

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| Total Deposits: | |

ILLINOIS FIRST MFT MM
30-00-104

Village of Gilberts:
Month Closed: February, 2016

| | | | |
|---|------------|------------------------------|------------|
| Beginning Book Balance: | 494,964.63 | Previous YTD Credits: | 154,342.82 |
| | | | - |
| Deposits (Total): | 14,995.32 | Current Credits: | 15,091.75 |
| | | Current YTD Credits: | 169,434.57 |
| Interest Income: (30-00-347) Money Market: | 96.43 | Previous YTD Debits: | - |
| | | Current Debits: | - |
| Miscellaneous Income: | | Current YTD Debits: | - |
| Subtotal: | 510,056.38 | MFT MM Balance | 151,337.74 |
| Checks Written (Total): | | IL Funds Balance: | 510,056.38 |
| Returned Checks (Total): | | Total balance: | 661,394.12 |
| Ending Check Book Balance: | 510,056.38 | | |
| Deposits in Transit: | | | |
| Outstanding Checks: | - | | |
| Balance per Bank Statement: | 510,056.38 | | |

Expenditures/Transfers:

| | Date: | For: | Amount: |
|--|-------|---------------|---------|
| | | | |
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| | | | |
| | | Total: | |

Deposits:

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|------------------------|--|
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| | |
| Total Deposits: | |

PERFORMANCE BOND MONEY MARKET
31-00-105

Village of Gilberts:
Month Closed: February, 2016

| | | | |
|-------------------------------------|-------------------|------------------------------|---------------------|
| Beginning Book Balance: | <u>4,519.72</u> | Previous YTD Credits: | <u>681,454.32</u> |
| | | | 9,715.74 |
| Deposits (Total): | <u>287,139.82</u> | Current Credits: | <u>339,692.82</u> |
| | | Current YTD Credits: | <u>1,030,862.88</u> |
| Interest Income: | | Previous YTD Debits: | <u>722,237.27</u> |
| (31-00-341) Money Market: | | | 50,000.00 |
| | | Current Debits: | <u>302,358.84</u> |
| Transfer from Illinois Funds | <u>50,000.00</u> | Current YTD Debits: | <u>1,074,596.11</u> |
| Transfer from G/F | <u>2,553.00</u> | | |
| Subtotal: | <u>344,212.54</u> | | |
| Checks Written (Total): | <u>302,282.84</u> | P/Bond Balance | <u>41,853.70</u> |
| Transfer to General Fund | <u>76.00</u> | IL Funds Balance: | <u>273,300.59</u> |
| Transfer to Water Fund | | | |
| | | Total balance: | <u>315,154.29</u> |
| Ending Check Book Balance: | <u>41,853.70</u> | | |
| Deposits in Transit: | | | |
| Outstanding Checks: | <u>4,505.25</u> | | |
| Balance per Bank Statement: | <u>46,358.95</u> | | |

Expenditures/Transfers:

| Date: | For: | Amount: |
|------------------|------------------|-------------------|
| <u>2/3/2016</u> | Accounts Payable | <u>32,428.02</u> |
| <u>2/12/2015</u> | SSA #24 Payment | <u>266,526.82</u> |
| | Bond Release | |
| <u>2/23/2016</u> | Accounts Payable | <u>3,328.00</u> |
| | Bond Release | |
| | Bond Release | |
| | Total: | <u>302,282.84</u> |

Deposits:

| | |
|-------------------|-------------------|
| <u>5,000.00</u> | |
| <u>137.00</u> | |
| <u>266,526.82</u> | |
| <u>15,000.00</u> | |
| <u>160.00</u> | |
| <u>58.00</u> | |
| <u>200.00</u> | |
| <u>58.00</u> | |
| | <u>287,139.82</u> |

Outstanding Checks

| | |
|---------------------------------|-----------------|
| 302544 | <u>135.00</u> |
| 302569 | <u>106.00</u> |
| 302755 | <u>117.00</u> |
| 303302 | <u>29.00</u> |
| 303324 | <u>58.00</u> |
| 303450 | <u>58.00</u> |
| 303737 | <u>58.00</u> |
| 303783 | <u>58.00</u> |
| 303788 | <u>58.00</u> |
| 303824 | <u>58.00</u> |
| 303856 | <u>271.25</u> |
| 303869 | <u>55.00</u> |
| 303873 | |
| 303874 | <u>58.00</u> |
| 303880 | <u>58.00</u> |
| 303882 | <u>110.00</u> |
| 303883 | <u>3,160.00</u> |
| 303884 | <u>58.00</u> |
| Total Outstanding Checks | <u>4,505.25</u> |

PERFORMANCE BOND
ILLINOIS FUNDS MONEY MARKET
31-00-104

Village of Gilberts:
Month Closed: February, 2016

| | | | |
|--|------------|------------------------------|-----------|
| Beginning Book Balance: | 313,636.59 | Previous YTD Credits: | |
| Deposits (Total): | | Current Credits: | 9,664.00 |
| Interest Income: | | Current YTD Credits: | 9,664.00 |
| (31-00-341) Money Market: | | Previous YTD Debits: | |
| Transfer from G/F (Impact Fees) | 9,664.00 | Current Debits: | 50,000.00 |
| Miscellaneous Income: | | Current YTD Debits: | 50,000.00 |
| Subtotal: | 323,300.59 | | |
| Transfer to Union National | 50,000.00 | | |
| Transfer to General Fund | | | |
| Ending Check Book Balance: | 273,300.59 | | |
| Deposits in Transit: | | | |
| Outstanding Checks: | | | |
| Balance per Bank Statement: | 273,300.59 | | |

Expenditures/Transfers:

| | Date: | For: | Amount: |
|--|-------|---------------|---------|
| | | | |
| | | | |
| | | | |
| | | Total: | - |

Deposits:

| | |
|------------------------|---|
| | |
| | |
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| | |
| | |
| | |
| Total Deposits: | - |

Village of Gilberts:
Month Closed: February, 2016

| | | | |
|------------------------------------|-----------------------------|------------------------------|-------------------|
| Beginning Book Balance: | <u>39,736.86</u> | Previous YTD Credits: | <u>310,717.52</u> |
| Deposits (Total): | <u> </u> | Current Credits: | <u>15.79</u> |
| Interest Income: | <u>15.79</u> | Current YTD Credits: | <u>310,733.31</u> |
| (35-00-341) Money Market: | <u> </u> | Previous YTD Debits: | <u>354,515.44</u> |
| Miscellaneous Income: | <u> </u> | Current Debits: | <u>-</u> |
| Subtotal: | <u>39,752.65</u> | Current YTD Debits: | <u>354,515.44</u> |
| Checks Written (Total): | <u> </u> | | |
| Returned Checks (Total): | <u> </u> | | |
| Ending Check Book Balance: | <u>39,752.65</u> | | |
| Deposits in Transit: | <u> </u> | | |
| Outstanding Checks: | <u>-</u> | | |
| Balance per Bank Statement: | <u>39,752.65</u> | | |

Expenditures/Transfers:

| Date: | For: | Amount: |
|-----------------------------|-----------------------------|-----------------------------|
| <u> </u> | <u>Accounts Payable</u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| | Total: | <u>-</u> |

Deposits:

| |
|-----------------------------|
| <u> </u> |

Total Deposits:

PD DRUG FORFEITURE ACCT
40-00-105

Village of Gilberts:
Month Closed: February, 2016

| | | | |
|-----------------------------|-----------------------------|-----------------------|-----------------|
| Beginning Book Balance: | <u>11,558.29</u> | Previous YTD Credits: | <u>1,635.83</u> |
| Deposits (Total): | <u>340.00</u> | Current Credits: | <u>340.00</u> |
| Interest Income: | <u> </u> | Current YTD Credits: | <u>1,975.83</u> |
| (40-00-341) Money Market: | <u> </u> | Previous YTD Debits: | <u>-</u> |
| | <u> </u> | Current Debits: | <u>-</u> |
| Miscellaneous Income: | <u> </u> | Current YTD Debits: | <u>-</u> |
| Subtotal: | <u>11,898.29</u> | | |
| Checks Written (Total): | <u> </u> | | |
| Returned Checks (Total): | <u> </u> | | |
| | <u>-</u> | | |
| Ending Check Book Balance: | <u>11,898.29</u> | | |
| Deposits in Transit: | <u> </u> | | |
| Outstanding Checks: | <u> </u> | | |
| Balance per Bank Statement: | <u>11,898.29</u> | | |

Expenditures/Transfers:

| Date: | For: | Amount: |
|-----------------------------|-----------------------------|-----------------------------|
| <u> </u> | <u>Accounts Payable</u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| | Total: | <u>-</u> |

| | |
|-----------------------------|--------|
| Deposits: | 340.00 |
| <u> </u> | |
| <u> </u> | 340.00 |

Total Deposits/Direct Deposits:

VOG PAYROLL ACCT
01-00-125

Village of Gilberts:
Month Closed: February, 2016

| | | | |
|---------------------------------------|----------------|------------------------------|--|
| Beginning Book Balance: | - | Previous YTD Credits: | |
| Deposits (Total): | 136,620.83 | Current Credits: | |
| Voided Checks: | | Current YTD Credits: | |
| Check #: Vendor Name: | | Previous YTD Debits: | |
| | | Current Debits: | |
| | | Current YTD Debits: | |
| Subtotal: | 136,620.83 | | |
| Checks Written (Total): | 136,620.83 | | |
| Voided Checks (Total): | | | |
| Ending Check Book Balance: | - | | |
| Deposits in Transit: | | | |
| Outstanding Checks: | 8,115.18 | | |
| Balance per Bank Statement: | 8,115.18 | | |

Expenditures/Transfers:

| Date: | For: | |
|--------------|---------------|------------|
| 2/11/2016 | Payroll | 44,052.10 |
| 2/25/2016 | Payroll | 66,482.24 |
| 2/11/2016 | Payroll-Water | 12,895.85 |
| 2/25/2016 | Payroll-Water | 13,190.64 |
| | Payroll | |
| | | |
| | | |
| | Total: | 136,620.83 |

Outstanding Checks:

| Check #: | Amount: | Check#: | Amount: |
|-----------------|----------------|----------------|----------------|
| 18174 | 22.15 | | |
| 18399 | 176.49 | | |
| 18415 | 214.77 | | |
| 18426 | 176.49 | Flex Benefits | 6,701.27 |
| 18439 | 209.28 | Total: | 8,115.18 |
| 18441 | 214.77 | | |
| 18443 | 22.15 | | |
| 18444 | 22.15 | | |
| 18445 | 23.09 | | |
| 18446 | 23.09 | | |
| 18456 | 204.00 | | |
| 18457 | 105.48 | | |

ROAD IMPROVEMENT FUND BALANCE SHEET

| Date | Deposit | Received From | Balance |
|------------|--------------|-------------------------|---------------|
| 5/25/2015 | 726.41 | May Road & Bridge | \$ 962,729.03 |
| 5/31/2015 | 200.00 | May Overweight | \$ 962,929.03 |
| 6/30/2015 | (35,160.00) | Mason Road Work | \$ 927,769.03 |
| 6/30/2015 | (2,046.90) | Mason Road Engineering | \$ 925,722.13 |
| 6/30/2015 | (2,093.80) | Old Town Engineering | \$ 923,628.33 |
| 6/30/2015 | 2,655.76 | June Road & Bridge | \$ 926,284.09 |
| 6/30/2015 | 100.00 | June Overweight | \$ 926,384.09 |
| 7/22/2015 | (520.00) | Mason Road Engineering | \$ 925,864.09 |
| 7/22/2015 | (640.00) | Old Town Engineering | \$ 925,224.09 |
| 7/22/2015 | 152.88 | July Road & Bridge | \$ 925,376.97 |
| 8/19/2015 | 173.91 | August Road & Bridge | \$ 925,550.88 |
| 8/31/2015 | 50.00 | August Overweight | \$ 925,600.88 |
| 8/31/2015 | (1,000.00) | Mason Road Engineering | \$ 924,600.88 |
| 8/31/2015 | (1,340.00) | Old Town Engineering | \$ 923,260.88 |
| 9/16/2015 | 2,766.32 | September Road & Bridge | \$ 926,027.20 |
| 9/2/2015 | (2,760.00) | Old Town Engineering | \$ 923,267.20 |
| 9/15/2015 | (121,837.00) | Old Town Road Work | \$ 801,430.20 |
| 9/30/2015 | 550.00 | September Overweight | \$ 801,980.20 |
| 10/6/2015 | (7,595.65) | Old Town Engineering | \$ 794,384.55 |
| 10/6/2015 | (131,179.50) | Old Town Road Work | \$ 663,205.05 |
| 10/14/2015 | 179.72 | October Road & Bridge | \$ 663,384.77 |
| 10/31/2015 | 650.00 | October Overweight | \$ 664,034.77 |
| 11/12/2015 | (45,863.50) | Old Town Road Work | \$ 618,171.27 |
| 11/30/2015 | 50.00 | November Overweight | \$ 618,221.27 |
| 11/30/2015 | 55.47 | November Road & Bridge | \$ 618,276.74 |
| 12/1/2015 | (1,400.00) | Old Town Engineering | \$ 616,876.74 |
| 12/31/2015 | 180.00 | December Overweight | \$ 617,056.74 |
| 1/31/2016 | 180.00 | January Overweight | \$ 617,236.74 |
| 2/2/2016 | (240.00) | Old Town Engineering | \$ 616,996.74 |

| VENDOR ID | VENDOR | GRAND TOTAL | GENERAL FUND | DEVELOPER DONATIONS | PERMIT PASS THRU | PERFORMANCE BONDS AND ESCROWS | WATER FUND | PAYROLL |
|-----------|--------------------------------|-------------------|------------------|---------------------|------------------|-------------------------------|------------------|------------------|
| | | 193,502.67 | 76,777.82 | - | - | 11,182.33 | 46,116.34 | 59,426.18 |
| | PAYROLL 2/21 - 3/5 | 59,426.18 | | | | | | 59,426.18 |
| ACE002 | ACE COFFEE BAR INC. | 27.50 | 27.50 | | | | | |
| ANCEL | ANCEL, GLINK, DIAMOND, BUSH, | 2,535.00 | 2,388.75 | | | 146.25 | | |
| AZAVAR01 | AZAVAR AUDIT SOLUTIONS, INC. | 55.99 | 55.99 | | | | | |
| B&F001 | B&F CONSTRUCTION CODE SVC, INC | 2,302.50 | 2,302.50 | | | | | |
| B&W001 | BAXTER & WOODMAN, INC. | 3,685.08 | 2,275.00 | | | 1,410.08 | | |
| BANKCARD | CARD SERVICES | 2,025.95 | 2,025.95 | | | | | |
| CAN01 | CANON FINANCIAL SERVICES, INC. | 938.50 | 828.50 | | | | 110.00 | |
| CAR001 | INTEGRATED PURCHSING OPTIONS | 35.99 | 35.99 | | | | | |
| CARG001 | CARGILL INCORPORATED | 7,803.64 | 7,803.64 | | | | | |
| CLIFF001 | CLIFFORD-WALD | 357.90 | 357.90 | | | | | |
| COM003 | COMMONWEALTH EDISON | 1,337.62 | 1,337.62 | | | | | |
| CONRAD01 | CONRAD POLYGRAPH, INC. | 325.00 | 325.00 | | | | | |
| CUCCI001 | CUCCI AUTO GROUP LLC | 280.82 | 280.82 | | | | | |
| CURTECH | CURRENT TECHNOLOGIES, INC. | 31.25 | 31.25 | | | | | |
| CUSD300 | COMMUNITY UNIT SCHOOL | 8,452.00 | | | | 8,452.00 | | |
| DYNEGY01 | DYNEGY ENERGY SERVICES | 7,304.02 | | | | | 7,304.02 | |
| EMBCOF | EMBASSY CANTEEN | 63.78 | 63.78 | | | | | |
| ICOP001 | ICOP | 231.60 | 231.60 | | | | | |
| IEPA003 | IL ENVIRONMENTAL PROTECTION | 16,495.41 | | | | | 16,495.41 | |
| INNOAQUA | INNOVATIVE AQUATIC DESIGN | 300.00 | 300.00 | | | | | |
| LABOR001 | LABOR READY MIDWEST INC | 910.00 | 910.00 | | | | | |
| LORIG001 | LORIG CONSTRUCTION CO | 248.81 | 248.81 | | | | | |
| MANALY01 | MCHENRY ANALYTICAL WATER | 800.00 | | | | | 800.00 | |
| MCM001 | MCMASTER-CARR SUPPLY COMPANY | 238.16 | | | | | 238.16 | |
| MDCENV01 | MDC ENVIRONMENTAL SVCS. | 46,981.68 | 46,981.68 | | | | | |
| MEN002 | MENARDS - CARPENTERSVILLE | 235.92 | 82.91 | | | | 153.01 | |
| METRO001 | METRO WEST COUNCIL | 35.00 | 35.00 | | | | | |
| MORTSALT | MORTON SALT, INC | 2,946.78 | | | | | 2,946.78 | |
| NAPA01 | DUNDEE NAPA AUTO PARTS | 683.31 | 683.31 | | | | | |
| NEM001 | NORTH EAST MULTI-REGIONAL | 450.00 | 450.00 | | | | | |
| PAC001 | PACES AUTO SERVICE | 1,125.35 | 1,125.35 | | | | | |
| PETRO001 | PETRIOLIANCE | 456.78 | | | | | 456.78 | |
| PRANAL01 | PRAIRIE ANALYTICAL SYSTEMS | 185.00 | | | | | 185.00 | |
| PRIORITY | PRIORITY PROMOTIONS | 89.00 | | | | | 89.00 | |
| RAO001 | RAY O'HERRONS | 3,477.86 | 3,477.86 | | | | | |
| RUTLAND | RUTLAND-DUNDEE FPD | 1,000.00 | | | | 1,000.00 | | |
| SES001 | SMITH ECOLOGICAL SYSTEMS | 466.01 | | | | | 466.01 | |
| STERLING | STERLING CODIFIERS, INC. | 345.00 | 345.00 | | | | | |

RESOLUTION

VILLAGE OF GILBERTS

Authorizing the Approval of the CY 2016 Recreational Programming Agreement with the Gilberts Grizzlies

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

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and the Gilberts Grizzlies to provide youth football and cheerleading programs for the community.

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 _____ 2016 by a roll call vote as follows:

| | <u>Ayes</u> | <u>Nays</u> | <u>Absent</u> | <u>Abstain</u> |
|-------------------------|-------------|-------------|---------------|----------------|
| Trustee David LeClercq | _____ | _____ | _____ | _____ |
| Trustee Dan Corbett | _____ | _____ | _____ | _____ |
| Trustee Nancy Farrell | _____ | _____ | _____ | _____ |
| Trustee Louis Hacker | _____ | _____ | _____ | _____ |
| Trustee Elissa Kojzarek | _____ | _____ | _____ | _____ |
| Trustee Guy Zambetti | _____ | _____ | _____ | _____ |
| President Rick Zirk | _____ | _____ | _____ | _____ |

APPROVED THIS _____ DAY OF _____, 2016

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

**VILLAGE OF GILBERTS AND GILBERTS GRIZZLIES
CY 2016 RECREATIONAL PROGRAMMING AGREEMENT**

AGREEMENT made this 3 day of MARCH 2016, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the Village”) and the Gilberts Grizzlies, an Illinois non-profit corporation (hereinafter referred to as “the Grizzlies”).

RECITAL

WHEREAS, the Grizzlies, A 501(c)(3) not-for-profit community service organization, provides youth football and cheerleading programs for the communities it serves: and,

WHEREAS, the Village and the Grizzlies agreed on a program of recreational activities;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. For calendar year 2016, the Village and the Grizzlies agree to provide Support of a youth football program offered to the citizens of Gilberts by the Grizzlies.

II. SCOPE OF SERVICES. The Grizzlies shall implement the following program of activities

A. Youth Football

1. The Grizzlies will organize and implement a youth football program for children ages 5 to 14, based on the need for each level and provided there are enough participants to provide a quality program.
2. The football program will start on JUNE 15TH 2016 and run through DECEMBER 31ST, 2016.
3. Space at Memorial, and/or Waitcus or other Village Parks shall be reserved for practice sessions for additional hours/days as mutually agreed upon the Village and Grizzlies. To the best of its ability, the Village agrees to provide adequate practice times for Grizzlies teams.

III. MAINTENANCE AND FACILITIES

A. Village Responsibilities. The Village agrees to provide the following services to support the programs provided by the Grizzlies:

1. Prior to the football season starting, the Village shall provide and maintain two porta-potties or similar temporary restroom accommodations at Gilberts Elementary School.
2. The Village shall provide the Grizzlies with information for the Village's designated non-emergency contact.
3. The Village shall be responsible for grass mowing and regular garbage collection at Memorial, and Waitcus Parks. The grass will be properly maintained prior to game times. The Village will provide garbage receptacles through its contracted waste hauler.
4. The Village shall be responsible for filling any pot holes and rolling the football field at a field to be announced to create a safe playing surface prior to the beginning of the football playing season.
5. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting for vandalism and/or misuse of the Village property.
6. The Village shall work with the Grizzlies to ensure that all goals are properly anchored to avoid risk of injury.

B. The Grizzlies agree to the following conditions of the use of Village facilities for Grizzlies' activities:

1. The Grizzlies shall be responsible for lining the fields for the football programs that they run. The Grizzlies may coordinate with other programs to stripe and/or prepare Village parks for game or program use.
2. The Grizzlies agree to restore at the end of the day all Village parks and Facilities used for Grizzlies activities to the same condition as found at the beginning of the day, as reasonable determined by the Village Public Works Supervisor.
3. The Grizzlies shall include a disclaimer statement in its promotional materials advising the public that a program may be cancelled, restructured or combined with another football program if there are an insufficient number of participants in a program. If a program is cancelled due to inadequate number of participants, the Grizzlies agree to refund the participants' fees or offer participation in a similar program elsewhere in the Greater Elgin area, if available.
4. The Grizzlies shall be responsible for conducting background checks on all coaches and adult volunteers prior to their participation in or assistance with any youth program.

IV. REIMBURSEMENT. The Village shall not be responsible for reimbursing or compensating the Grizzlies for the provision of the programs identified in this agreement, nor shall the Village be entitled to any funds collected by the Grizzlies from the registration of program participants or other program-related revenues.

V. OTHER TERMS AND CONDITIONS

A. TERM OF AGREEMENT. This Agreement shall be in effect from MARCH 3, 2016 to December 1, 2016.

B. INSURANCE. The Grizzlies shall carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$5,000,000.00. The Grizzlies shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for Grizzlies activities and provide a copy of said policy or policies to the Village Clerk prior to the commencement of any activities on Village property by the Grizzlies.

C. INDEMNIFICATION. The Grizzlies hereby shall indemnify and hold harmless the Village, its officers, representatives, employees, and facilities from and against any and all claims resulting from the use of Village property and/or facilities for Grizzlies programs and activities.

D. FAILURE TO PERFORM. This Agreement may be declared null and void by either the Grizzlies of the Village should either the Village or the Grizzlies fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by one to the other provided however, in the event of an extraordinary event or emergency the 30 day written notice period shall be reduced to forty-eight hours written notification, and during which time the other has not complied with this Agreement's provisions and conditions.

E. EQUAL OPPORTUNITY. The Grizzlies shall not discriminate in its employment, operating or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation or disability.

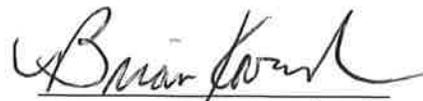
F. AMENDMENT. This Agreement may be amended during the term of this Agreement by mutual written consent of the Village and the Grizzlies.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date so shown at the beginning.

Village of Gilberts

Grizzlies Football/Cheer League

Rick Zirk, Village President



(authorized signatory)

Utility
Billing

GL/Budgeting

Accounts
Payable

Financial Management Suite

Cash
Receipting

Purchase
Order

Fixed
Assets

Miscellaneous
Receivables

Human
Resources

Payroll

Timesheets

Service, Solutions, Support...Satisfaction





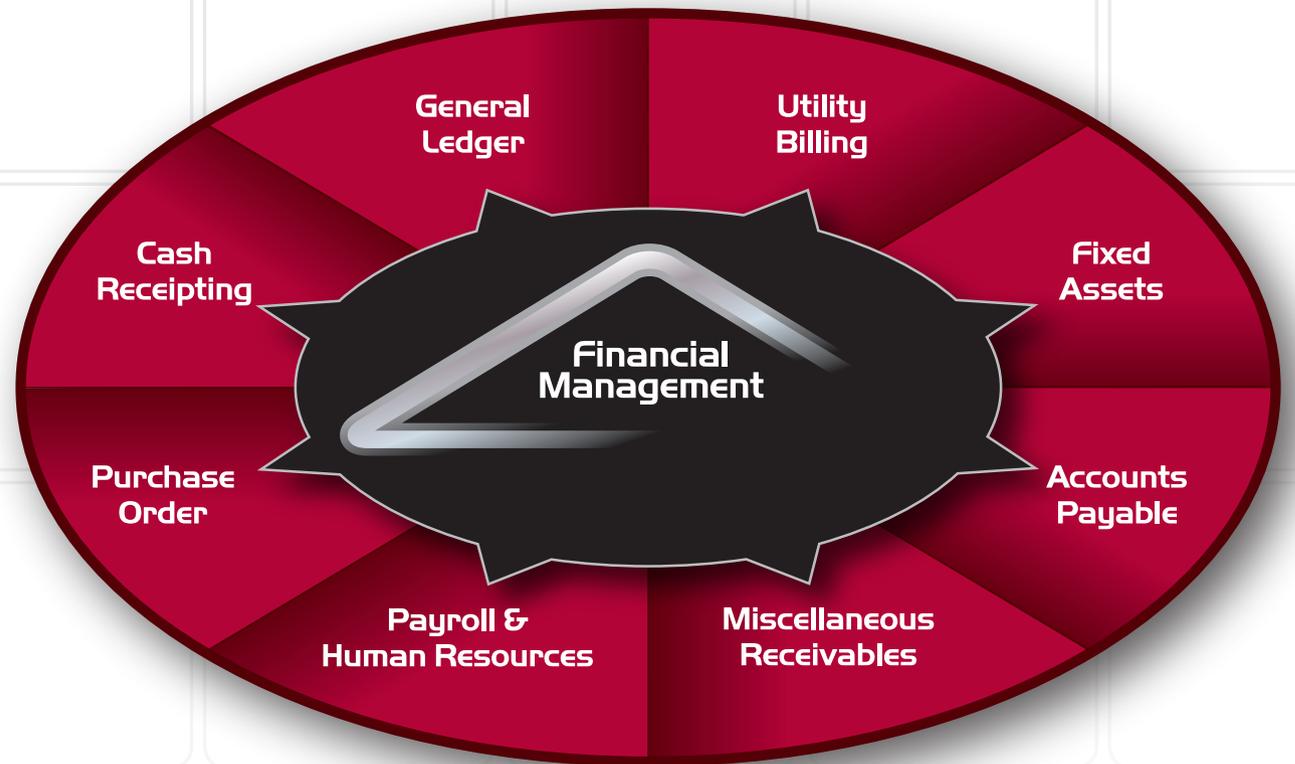
At BS&A, our goal is to bring meaningful and sustainable value to our customers. With over twenty years of experience in the financial management software industry, we have learned there are three key factors in delivering value...people, technology and integration.



People drive our company...whether it is our software developers, support technicians or customers. To provide customers with the solutions they need daily, our developers continually create new and innovative solutions. BS&A support technicians strive to do more than just help users, but to create fans through unmatched personal service.

Technology allows us to regularly offer updated features that drive efficiency, while remaining current with the industry's latest advancements.

Integration needs to go deeper than the applications. We believe true value is achieved by integrating people, technology and applications. By considering these as essential, we are able to provide industry-leading technology, customer service, and application integration...a combination that delivers outstanding value to our customers.



Complete Integration for a Comprehensive Solution

The need for easy access, instant information, and improved productivity are just a few of the issues municipalities face concerning financial management software. Our solution is to provide total integration between applications. This means processes are seamless with ready access to the data and functionality you need. Our Financial Management Suite integrates fully with all BS&A applications, including Purchasing, Utility Billing, Community Development, and Internet Services...providing a municipality-wide view of your finances, empowering you to make strategic decisions.

Our software delivers information flow and reporting in real-time to reflect the most recent transactions. This allows you to make decisions based on the latest data, view current cash balances, and easily drill down to transaction details for in-depth analysis. BS&A Financial Management allows you to zoom in on each section to focus only on the relevant data, unlike static drill-down features offered by other systems.

Our General Ledger Application alone offers more than 100 standardized reports, including GASB-compliant reports. In addition to these standard reports, our applications offer the flexibility to utilize a powerful report writer tool built right into the programs. This unique feature allows you to significantly reduce your reporting cycle time by creating reports within the system, rather than manipulating data with external spreadsheets, or being required to purchase, learn and utilize a complex external report writer tool.

Technology Designed with You in Mind

At BS&A, our software is designed with the primary objective of creating an easy and productive customer experience. We place the utmost importance on providing cutting edge solutions that do not compromise our users' ability to perform in a highly efficient manner.

Client-Server applications and browser-based applications each have their strengths and weaknesses. Rather than selecting one technology over the other, we have adopted a multi-faceted approach that takes advantage of the strengths each provide. We use the appropriate technology for a given challenge while providing a completely scalable architecture.

For example, Financial Management Software is extremely transaction-intensive. When processing hundreds of transactions at a time, a rich and responsive application is needed. This can only be accomplished with well-written Client-Server applications. On the other hand, there are numerous cases where Web applications offer a much better environment, including:

- The convenience of accessing and modifying HR information remotely
- The ability to approve and/or deny purchase requisitions and purchase orders from the web or smart phone
- The need for a public interface to allow citizens to view and pay utility bills, permit fees, open invoices, and more

Our strong commitment to staying at the forefront of our industry has led us to invest continuously in the following Microsoft® Technologies:

- Microsoft .NET 3.5 Development Platform for Client/Server applications
- Microsoft .NET 4.0 Development Platform with ASP.NET MVC for Web applications
- Microsoft SQL Server 2000/2005/2008 for all applications

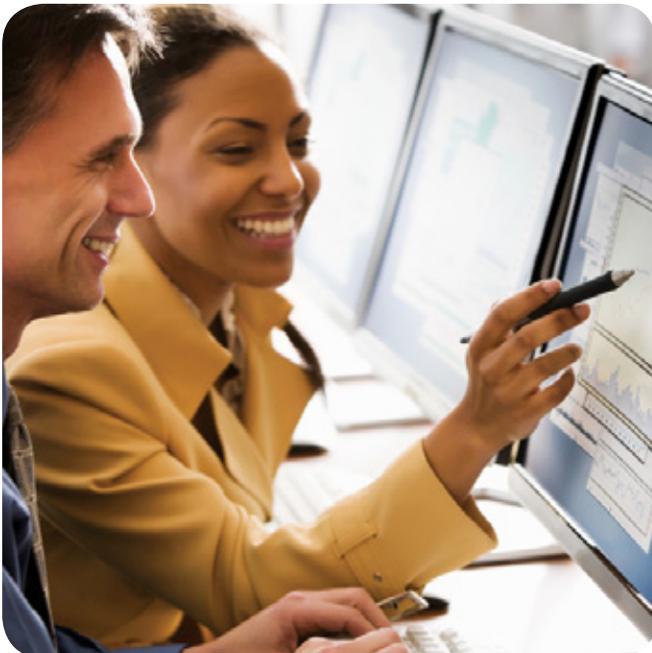


Built on a Foundation of Unparalleled Customer Support

Nearly every software company claims they provide quality technical support. To ensure we actually deliver it consistently, we have established corporate practices such as:

- A company culture that is entirely “externally driven.” Our staff is rewarded first and foremost based on how well they have created satisfied customers.
- Detailed, biannual customer satisfaction surveys, the results of which are met with eager anticipation around the halls of BS&A. We are proud of the fact that they show outstanding results with continual improvement.
- A risk reversal pledge on all of our applications that offers a full refund on our software for up to a year after installation. This pledge demands that our support technicians and software developers consistently go the extra mile. Though unparalleled support is forged into our company culture, our risk-reversal pledge cements it.
- A “closed loop” feedback system we establish between our customers, technical support staff, and software developers to allow for a lightning-fast problem resolution process.
- A reference list that includes all of our customers, including contact names and phone numbers, not just a few handpicked references. Prospects can throw darts at the wall and randomly call as many customers as they like to be assured that they are working with an organization that is extremely confident in our customer service capabilities.

Delivering the highest quality customer care is deeply embedded in our DNA. We consider it our highest priority at BS&A.



“Easy to navigate, easy to set up, no accounting degree required. I have been through at least five maybe six full conversions in my career. By far the BSA experience was seamless and smooth. I have scars to show you from the others.”

— Richard Lehmann, Finance Director
City of Huntington Woods, Michigan

System-Wide Features to Improve Productivity

We have developed several system features to increase efficiency and simplify tasks, such as:

User Groups allow you to set the same user rights for multiple users at once. This reduces the need to set up user-based security for several users with similar or identical rights in the system.

Users can be set up to login automatically to the program using windows active directory with user names and passwords.

All reports can be emailed or printed to Excel, PDF or other applications and file formats.

Individual User Report Profiles allow users to run memorized sets of reports.

The latest application updates are available with the click of a button.

Detailed audit tracking to log virtually all changes made.

City, State and Zip Code are automatically verified.

User-customizable screen colors are available in all applications.



“The implementation & conversion went very smoothly. This was the third implementation & conversion of the city’s financial records I have done in my career as Treasurer and this definitely was the easiest. I am just finishing our first budget since we converted to BS&A software. This software has made our budgeting process much simpler.”

— Cindy Shane, Treasurer
City of Fenton, Michigan

General Ledger

BS&A's General Ledger is the foundation of our Financial Management Suite, incorporating Budgeting, Long-term Financial Forecasting, and Project/Grant Accounting. As core functions of any financial system, we do not treat these as add-on applications, but as integral components of General Ledger.

The General Ledger application acts as the central data storehouse for financial entries from other seamlessly integrated applications, such as Accounts Payable, Cash Receipting, Utility Billing, Tax Administration, and Miscellaneous Receivables. Our wide range of interfaces allow for easy posting of transactions from other non-BS&A products.



Data is only useful if it is readily accessible. That's why we provide many standard reports, such as complete and integrated GASB 34 Reports. This eliminates the need for add-on applications, such as third party reporting software or GASB modules. Our Report Writer can be utilized to meet your various needs for unmatched reporting flexibility.

Key General Ledger Advantages

Integrated Budgeting, incorporating Long Term Budget Forecasting provides control over future budgetary needs with sophisticated forecasting and analysis tools

Cash Flow Analysis features enhance awareness of upcoming cash flow needs through powerful analysis tools and intuitive graphical displays

Clickable Report drilldown feature allows viewing data down to the source document detail

Complete, comprehensive Bank Reconciliation provides reconciliation of General Ledger account and bank account balances

| | 2003-04 | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 |
|-----------|---------|----------|-----------|----------|----------|----------|----------|----------|---------|
| July | -51,607 | 86,860 | -118,033 | 140,606 | -57,595 | 116,387 | -131,175 | 26,154 | -40 |
| August | -79,995 | -411,796 | -300,629 | -311,071 | -188,914 | -154,096 | -86,275 | -133,462 | -76 |
| September | 121,578 | -418,513 | -1,16,124 | 158,267 | 180,435 | 278,054 | 95,375 | -84,617 | 100 |
| October | 13,703 | 10,710 | -117,405 | -54,311 | 29,488 | 56,602 | -7,447 | 44,688 | 100 |
| November | -23,148 | 113,311 | 113,164 | -77,843 | 37,540 | 82,354 | 36,054 | 101,523 | 14 |
| December | 46,346 | 47,422 | 24,589 | 70,596 | 16,430 | -30,384 | 10,759 | -7,940 | -400 |
| January | 67,708 | 131,918 | 181,931 | 6,382 | 44,959 | 130,962 | 20,096 | -62,484 | -4 |
| February | 90,589 | -22,470 | -40,012 | -13,032 | -22,430 | -154,195 | -23,336 | -31,367 | 14 |
| March | -80,323 | 74,161 | 233,054 | 2,883 | -29,454 | 75,303 | 20,024 | 30,104 | 14 |
| April | 88,320 | 76,427 | 119,955 | 23,862 | -49,063 | -131,491 | 5,016 | -21,420 | 14 |
| May | 17,153 | 110,223 | 948,546 | -19,582 | 186,385 | -54,213 | -102,421 | 12,474 | 14 |
| June | 80,371 | 162,326 | 327,612 | 11,794 | 283,076 | 113,434 | 136,794 | 41,101 | 14 |

"Conversion from our prior software to BSA was a very smooth process. From an IT standpoint, BSA took the lead, clearly communicating system requirements and network and station setup. This was important to us because we do not have onsite IT support. From a training standpoint, all of our staff found the software easy and intuitive. With one or two training sessions, we were up and running with our daily routine. We chose BS&A three years ago and are very happy with our choice. The software is easy to use and reliable. Customer support is excellent. Any questions we have or issues that arise are handled promptly. We value the fact that the software is constantly being improved and upgraded, often as the result of user comments and suggestions. We would definitely recommend the software to others looking for a reliable accounting package."

— Chris Weber, Treasurer
City of Farmington, Michigan

Accounts Payable

In addition to the standard invoice entry/check printing functionality, our Accounts Payable application interfaces with our billing applications for easy tracking and maintenance of refund requests. This integration offers one-click viewing of the status of check requests from the originating department, freeing the AP staff from fielding refund-related questions.

Tight integration with GL/Budgeting provides real-time budget verification to prevent overspending of budgeted or allocated resources. Invoices related to a PO are quickly entered, utilizing all relevant PO information.

Our unique Notification area offers at-a-glance information on outstanding invoices and check requests. In addition, our Imaging System allows batch scanning of invoices for subsequent on-screen processing and electronic archival.

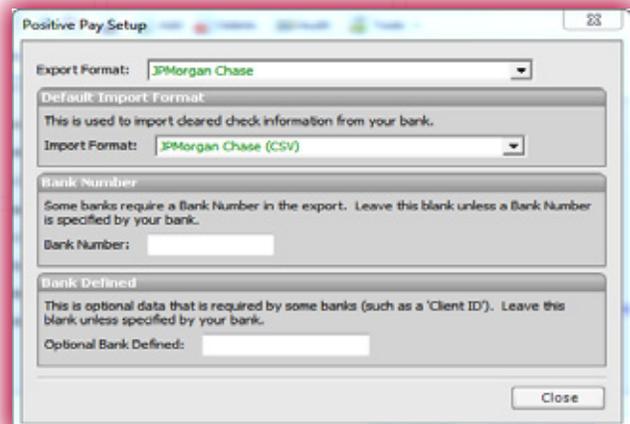
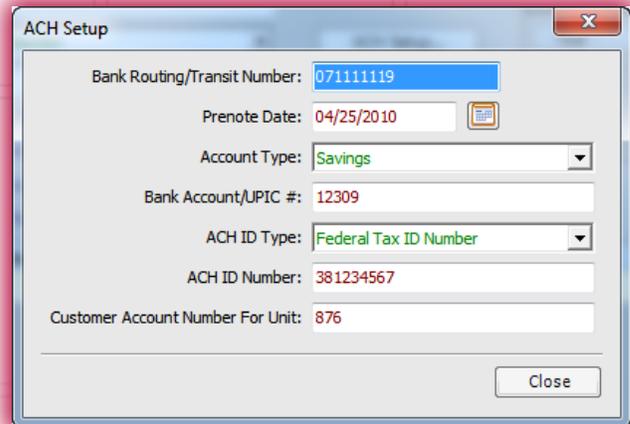
Key Accounts Payable Advantages

Integrated Imaging System allows batch scanning of invoices for subsequent on-screen processing and document archiving

PO Integration eliminates duplicate data entry with automatic transfer of vendor and purchasing information to Accounts Payable

Refund of overpayments in billing applications may be electronically transferred to AP for payment

Purchasing Card Support delivers significant reductions in paperwork and AP data entry time



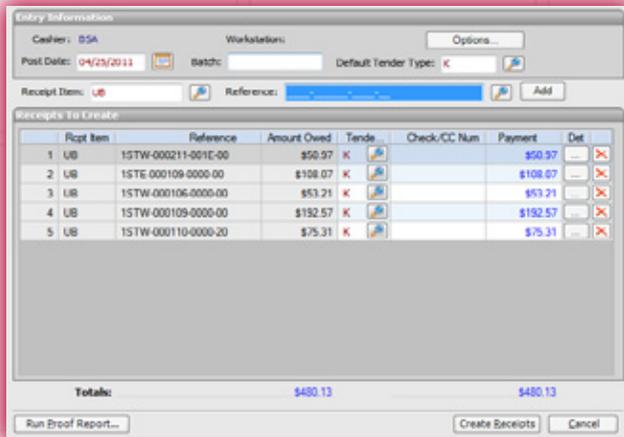
"The implementation of a new accounting software system will never go smoothly. No matter how carefully you plan things, something is bound to go wrong. So the question is "When something goes wrong, how good are the people you are working with in fixing it?" BS&A people are first rate. For example, during our file conversion we paid off everything in accounts payable on the old system just before we converted. However, we forgot to post the accounts payable to the general ledger in the old system. When we converted to the new system, everything seemed to balance out at first, but when we did our bank reconciliations a month later we found out we had a big problem. We could have entered each payable manually into the new system which would have taken a lot of time, but the BS&A people took copies of our files and were able to fix the accounts payable problem for us. Time after time when I have had a problem, the people at BS&A always have provided exceptional service."

— Peter Dobrzeniecki, Finance Director
City of Inkster, Michigan

Cash Receipting

BS&A Cash Receipting provides a centralized system for receipting and cash reporting. Counter and Department Transmittal modes deliver flexibility for a variety of receipting needs. End-of-day deposit processing seamlessly integrates with General Ledger for true account reconciliation.

In addition to integrating with our billing systems, Cash Receipting provides for the import of receivables from other systems via a flexible, user-definable interface. This allows for account and amount verifications and the subsequent export of receipts to those applications.



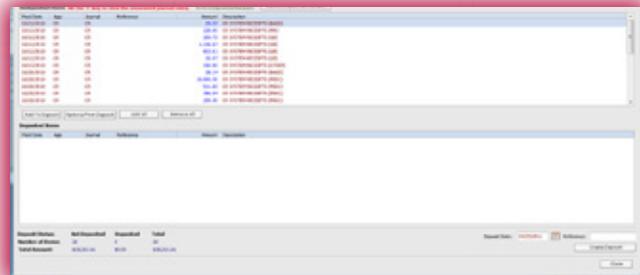
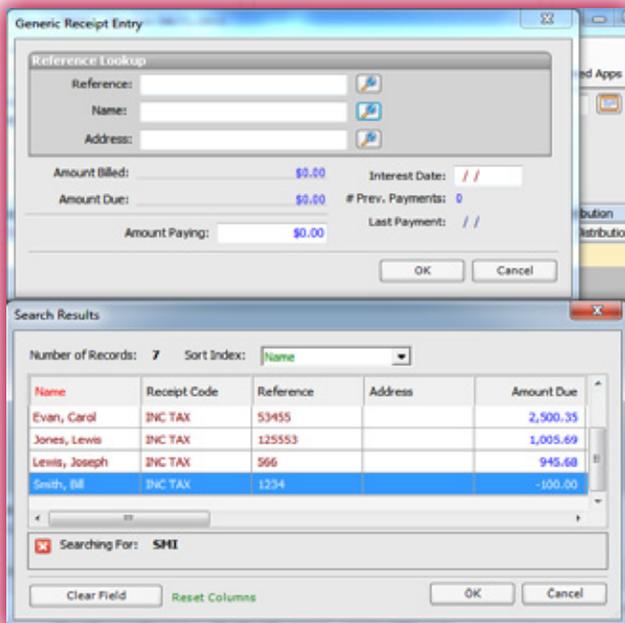
Key Cash Receipting Advantages

Flexible receipting options allow centralized or decentralized setup, depending on your needs

System-Wide Receivable Lookup allows one-click searching of all amounts due for a name or address

Support for Third-Party Billing Applications allowing customized imports, for accurate account verification and receipt processing

Department Receipting Templates enable quick entry and verification of deposits brought in from external locations



“Customer service, customer service, customer service....I have to admit, I WAS a little apprehensive about the whole converting our data thing. But everyone who was involved with the conversion and implementation was awesome!”

— Cheri Neu, Treasurer/Finance Director
City of Leslie, Michigan

Purchase Order

Our Purchase Order application is designed to maximize your control over purchasing decisions while maintaining maximum flexibility and ease of use. The graphical flowchart-based workflow setup simplifies the complex task of translating your approval rules to an electronic model, enhancing control over the purchasing, budgeting and bidding process.

Integrated Bid Processing functionality allows electronic maintenance of bids and quotes. Our optional web-based Vendor and Bidder Self-Service application offloads maintenance data entry tasks to your suppliers, while giving you final control over changes.

Key Purchase Order Advantages

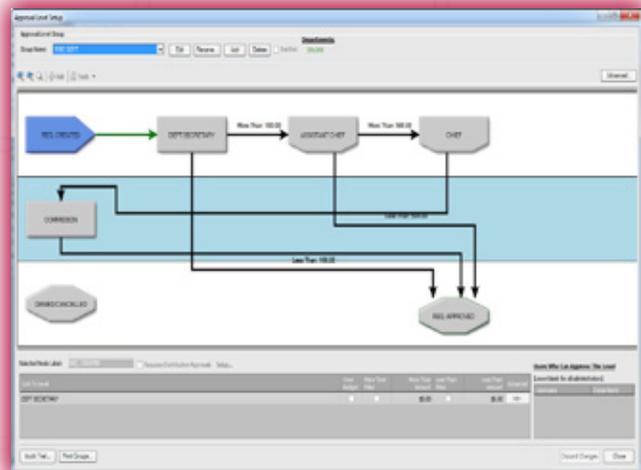
Requisition-Level Pre-Encumbrance option enhances budgetary control in the procurement process

Email, Web or Smart Phone Approvals enable quick, remote entry of approve-or-deny decisions

Email Notifications automatically update requesting party of requisition or PO approval/denial

Change Order Process handles PO changes easily and efficiently, with all accounting entries posted automatically

| Qty | Units | Item Description | Unit Price | PL Number | CL | D |
|--------|--------|------------------|------------|---------------------|----|---|
| 33,000 | BONES | BINCHAEKS | 726.000 | 296-136,000-726.000 | CL | D |
| 32,000 | GELS | SOLURION | 336.000 | 296-136,000-726.000 | CL | D |
| 79,000 | QUARTS | SOLURION | 106.000 | 296-136,000-726.000 | CL | D |
| 12,000 | EA | NETZETS | 15.000 | 296-136,000-726.000 | CL | D |
| 13,000 | BONES | SURGICAL GLOVES | 63.000 | 296-136,000-726.000 | CL | D |
| 1,000 | EA | SHIPPING | 28.500 | 296-136,000-741.000 | CL | D |



"In today's cookie cutter, take it or leave it big business world this level of customer commitment and responsiveness is absolutely unheard of and is most appreciated. To simply state that we were pleased with the service and software provided by BS&A is an understatement of our satisfaction. It is our opinion that BS&A has set the standard of excellence that every American company should strive to in meeting and exceeding the needs and desires of their customers. The software is more responsive, stable, user intuitive and provides more flexibility and depth in every way. When you choose to use BS&A's software you are not simply gaining access to outstanding software, service and support, you are adding a trusted and responsive professional to your team to serve the needs of your community."

**— Steven J. Kingsbury, Treasurer, Finance Director and Director of Information Technology
City of Clare, Michigan**

Human Resources

By utilizing both desktop and web-based components, our Human Resources application streamlines job posting, employee application, hiring, and employee tracking. The Position Budgeting feature seamlessly integrates with the Budgeting component of our General Ledger application.

The screenshot displays the Human Resources application interface. On the left is a navigation tree with categories like Task Management, Applicant, Employment/Education, Skills/References, Qualifications/Testing, Application Events, Employee Information, Dependents, Employment, Benefit Plans, Professional Development, HR Information, Year to Date Info, Check History, Payroll Information, Pay Codes, GI Distributions, and Leave Banks. A 'Quick Search' section at the bottom left lists fields like Applicant ID, Applicant Last Name, Employee ID, and Employee Last Name with corresponding function key shortcuts (F3, F4, F5, F6).

The main content area is titled 'Applicant Information' and shows details for Applicant ID: 0011, Applicant Name: LEWIS, THOMAS C, Date Applied: 03/21/2009, Position Applied For: FINANCE DIRECTOR, and Date Hired: N/A. Below this is the 'Employment History' table:

| From | To | Company Name | Job Title | Pay Rate |
|----------|-----------|-------------------|------------------|----------|
| 1/1/2001 | 1/31/2001 | CITY OF SOMENHERE | FINANCE DIRECTOR | \$8.50 |

Below the employment history is the 'Education History' table:

| From | To | Institution Name | Institution Type | Degree |
|----------|----------|------------------|------------------|--------|
| 1/1/1995 | 1/1/2001 | COLLEGE PLACE | College | BS |

Key Human Resources Advantages

Applicants are seamlessly transitioned to Employee status upon approval, eliminating data entry time

Position Budgeting allows unlimited 'what-if' scenarios for future budget planning

Employment Position maintenance saves time by storing user-defined position requirements

Online Open-Enrollment increases employee access and reduces staff workload

The screenshot shows the 'Disposal Information' window for an asset that has not been disposed. The title is 'Asset Not Disposed' with a green link 'Click to dispose asset...'. The 'Dispose Asset' dialog box is open, showing the following information:

Asset Information

Number: CONS11-00001
Description: ASSESSORS VEHICLE
Acquired Date: 11/17/2010 Date of Last Depreciation: Nil
Book Value: \$1,995.00 Estimated Salvage Value: \$0.00
Quantity: 1 Cost Per Unit: \$1,995.00 Original Cost: \$1,995.00
Partially Disposed Amount: \$0.00

Disposal Information

Proceeds From Disposal: \$0.00 Authorized By: BSA
Disposal Cost: \$0.00 Disposal Date: 04/25/2011
Gain/Loss on Sale of Asset: (\$1,995.00) Disposal Method: Sold

Partially Dispose Asset

By Percentage: 0.00
 By Amount: \$0.00 of Book Value
 By Quantity: 0 Cannot dispose by quantity when the asset quantity is one.

Partial Disposal Book Value: \$1,995.00 Do not partially dispose depreciations

Notes:

Fixed Assets

GASB 34 made the accurate tracking and reporting of Fixed Assets critical. By integrating with the other components of our Financial Management Suite, the Fixed Assets application greatly simplifies tracking these items without sacrificing accuracy.

Key Fixed Assets Advantages

Supports partial asset transfers, splits, repairs, and disposition, including partial disposal

Integrates with General Ledger and Purchase Order applications, eliminating duplicate data entry and increasing accuracy

Complete Asset History allows determination of the book value of an asset as of any specific date

Generates reports needed for GASB 34 note disclosure

Timesheets

Our Timesheets application is designed to decentralize the data entry of hours worked, while maintaining final oversight and approval. Customizable views allow you to tailor screens to your jurisdiction's needs.

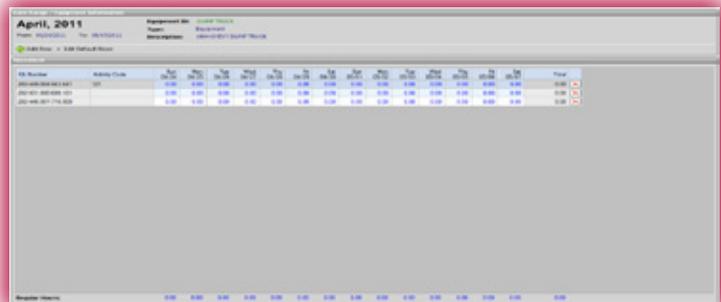
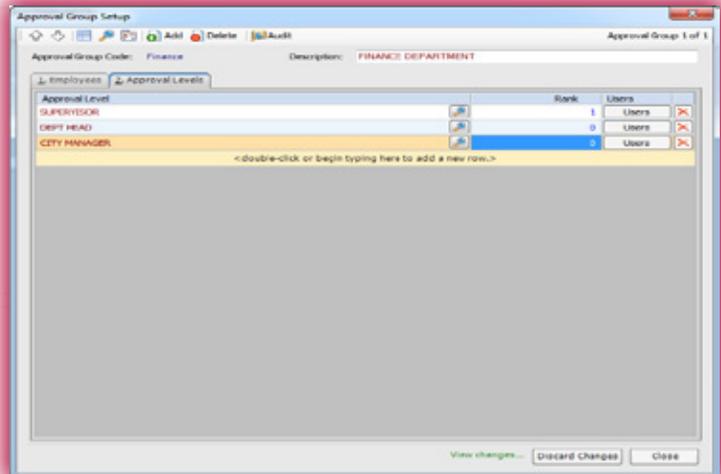
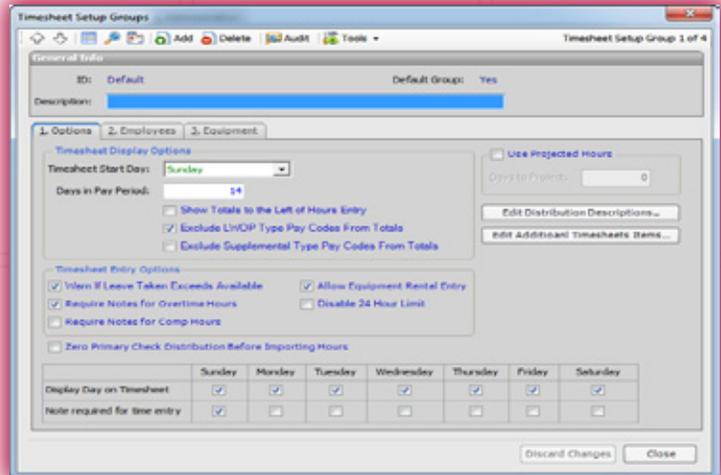
Key Timesheets Advantages

Exception-based time entry simplifies data entry

Flexible Approval Level setup handles complex time approval scenarios

Project & Equipment Tracking allows allocating of costs to various funds and departments based on usage

Timesheet Setup Groups allow the primary data entry screen to be configured in the way most appropriate for each department

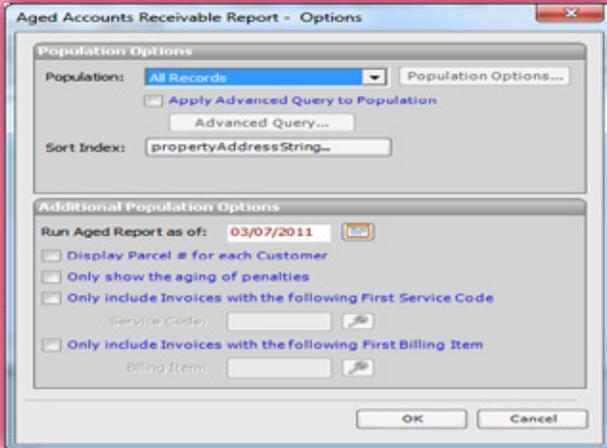


"I can't give enough positive comments about BS&A's Fund Accounting Software to adequately express how satisfied I am with this software product. I thought that my previous software was good until we made the switch to BS&A. The software is so easy to learn and use and the reports are great. I would have to say that the high point for me with this software is the ability I to drill down when I need more than basic information. Amending budgets is easy and the ability to track budget amendments is terrific. BS&A Fund Accounting Software has enabled me to save a great deal of time and has given me the ability to provide my City Manager and City Council with more up-to-date reports than ever before. I absolutely love all of the BS&A programs!"

— Blinda Baker, Clerk/Treasurer
City of East Tawas, Michigan

Miscellaneous Receivables

Billing software needs to be flexible to handle receivables outside of the normal Tax and Utility billings. Our Miscellaneous Receivables application was designed from the ground up to deliver this flexibility.



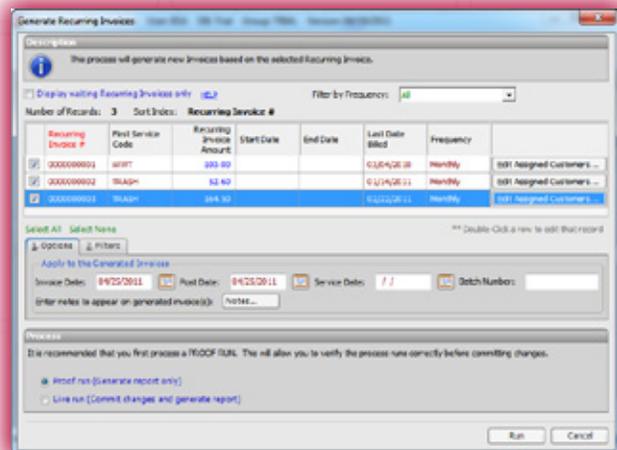
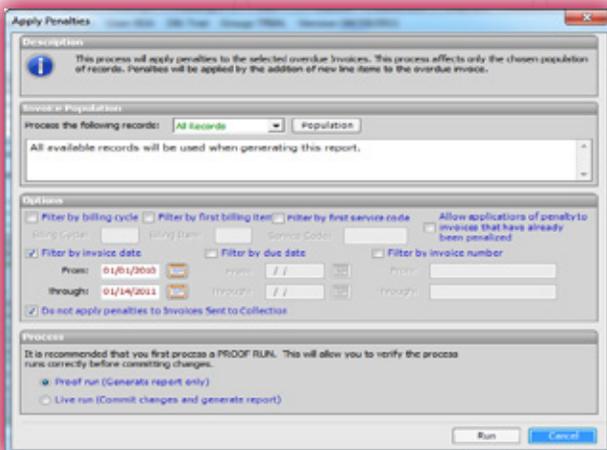
Key Miscellaneous Receivables Advantages

ACH payment option allows customers to enroll in automatic payment for paperless billing

Aging Reports may be run as of a specific date, allowing quick and easy reconciliation to the GL balance

Recurring Invoices eliminate the need to manually enter repetitive billings

Overpayments may be easily and accurately refunded via electronic check request sent to Accounts Payable



“Detailed evaluation of proposed products and research among existing customers convinced the City that this vendor and product offered the best opportunity to meet operating requirements. Comparison of proposed system costs (including required hardware) showed BS&A to be the lowest total cost of acquisition and operations, offering a 1.92 year payback – by far the best of any bidder. Among many strengths, your primary ones are qualified, trained people that understand our business and what we need; software that does what you say it will; and your willingness to be open to change and to actively solicit customer ideas. It doesn’t get any better than that!”

— Thomas Chase, CPA, Finance Director
City of Kentwood, Michigan

Payroll

Power, flexibility and accuracy are the hallmarks of our Payroll application. Designed to automate the most complex compensation and deduction scenarios, it supports all necessary reports for quarterly reporting, including W2 processing and electronic submission. Simple direct deposit processing and emailing of check stubs in a password protected PDF format supports paperless offices.

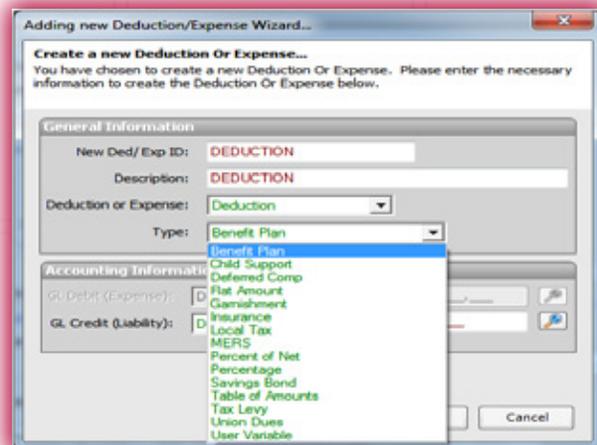
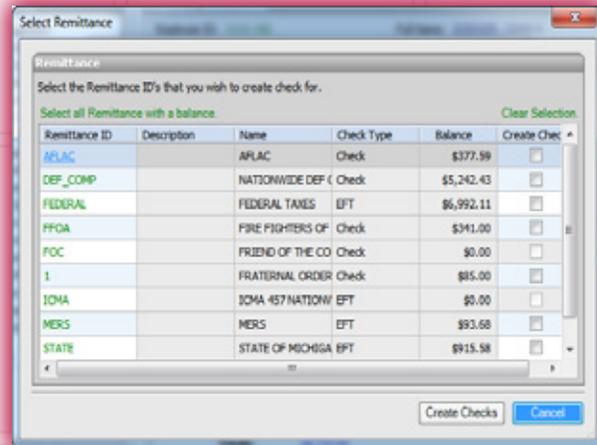
Key Payroll Advantages

W4 & Deduction totals may be projected for “what-if” withholding and deduction changes

Customizable YTD screens allow drilldown into individual payroll transactions

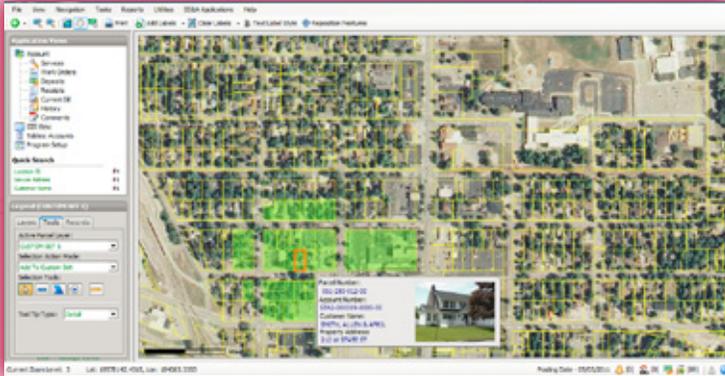
Supports Self-Administered Retirement Plans, including contributions, interest and withdrawals

Equipment Rental costs are allocated to correct funds/departments based on usage



Utility Billing

Feature-rich, yet user-friendly, our Utility Billing application provides complete billing and tracking for a variety of utility account types. Extensive use of Wizards and Process managers simplify complex tasks into efficient step-by-step operations, such as Final Bill, Meter Change and Past Due/Shut Off. Additionally, fully integrated work order process allows you to track the details of all work done on a customer's account.



Key Utility Billing Advantages

Resident Linking eliminates repetitive data entry by utilizing a single name source

Email Billing reduces paper and mailing costs, while helping the environment

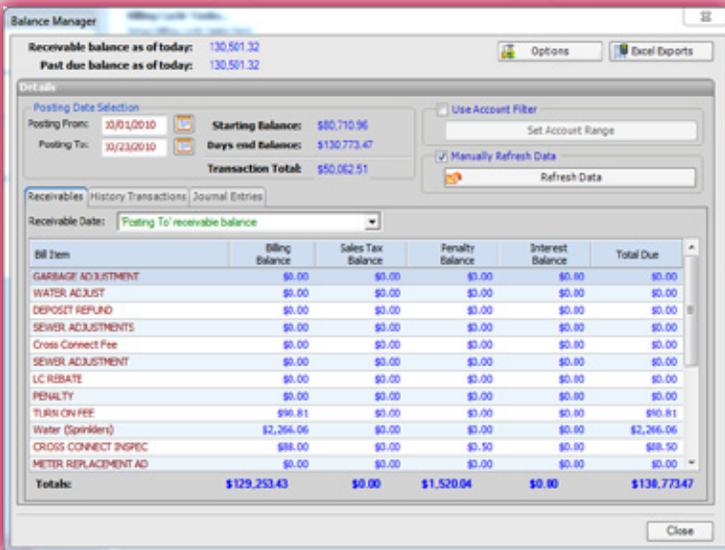
Reconciliation Manager automatically computes balances "as of" a user-defined date

Graphical viewing of Read and Consumption history

Adjustment accounting entries automatically posted to General Ledger, saving additional steps

Letter Writer may be used to send customized letters to selected accounts, increasing customer communication and reducing clerical tasks

GIS integration allows for a direct link between your data and GIS maps, giving you a very powerful tool to view data, plot various datasets, and quickly view neighboring accounts. Additionally, GIS Integration allows graphical lookup of account locations through Google Maps.



"Everything about my job was made easier with UB. I find the whole process of calculating and printing the bills to be much easier than our previous program, adjustments are easier, account histories are easier to provide."

— Bridget Glasgow, Deputy Clerk
City of Bad Axe, Michigan

Employee Web Portal

This secure site offers improved productivity by streamlining many tasks to online functions. Employees are able to view and print payroll information, including check history, direct deposit setup, leave balances and W2 copies. In addition, employees can electronically request changes to their information and access online processes, such as benefit plan enrollment.

Internet Services

BS&A Internet Services allows Utility Billing and Miscellaneous Receivables data to be displayed on the web and supports on-line payment of these bills.

Work Order Summary EDIT X

Worker: GREG (GREG HEIL)

Pending work item summary.

| Scheduled | Order # / Type | Options |
|------------------------|-----------------------------|-----------|
| None | RRM10-0326 Re-Read Meter | Options ▼ |
| None | FR07-0271 Final Read | Options ▼ |
| None | RRM05-0055 Re-Read Meter | Options ▼ |
| 08/15/2005 12:00 AM | RRM05-0044 Re-Read Meter | Options ▼ |
| 10/14/2005 12:00 AM | RRM05-0062 Re-Read Meter | Options ▼ |
| 01/13/2006 12:00 AM | RRM06-0083 Re-Read Meter | Options ▼ |
| 04/10/2006 12:00 AM | RRM06-0098 Re-Read Meter | Options ▼ |

Options for RRM10-0326

- View Details
- Complete Work Order

Delta Charter Township

Internet Services

Search: Address

Home | Settings | Home | Log Off | Admin

Current Date: Delta Charter Township - Change Date

Search: []

Home | Add New Dashboard

Dashboard Widgets:

- Township Clerk Expenses:** Pie chart showing 2005 General Fund, 2005 Township Clerk, and 2005 Revenues (2475/2013).
- Budget vs Balance:** Bar chart showing 2005 General Fund, 2005 Township Clerk, and 2005 Revenues (2475/2013).
- Monthly Variance:** Line chart showing 2005 General Fund, 2005 Township Clerk, and 2005 Revenues (2475/2013).
- Weather Forecast:** Eddy, MI. Current: 42°F. Forecast: 42°F, 42°F, 42°F, 42°F, 42°F, 42°F.
- Purchase Order Summary:** Table with columns: Buy #, Approval Level, Amount.
- Work Order Summary:** Table with columns: Order # / Type, Order # / Type.

"The training primarily involved the implementation specialists going over the different processes and functions of the software, showing us how they worked, and then helping us to fit the program's operation to our practices. The training staff were great. Very customer oriented. The level of customer service is very good."

— Edward Sell, Finance Director
City of Monroe, Michigan

Better Software Answers

To provide better answers you have to listen. The combination of customer input and our expertise has led to the development of software solutions based on how you do your job, not how we think you should. Industry leading applications providing real world solutions at an exceptionally affordable cost...that's BS&A Software.



Financial Management Suite

Accounts Payable | Cash Receipting | Fixed Assets
General Ledger | Human Resources | Miscellaneous Receivables
Purchase Order | Payroll | Timesheets | Utility Billing





Accounting

Rental
Registration

Certification
& Certificates

Property

Enforcement

Permits

Report
Engine

Projects

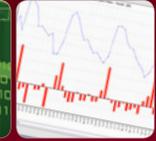
Productivity
Tools

Contractor
Registration

**Community
Development
Software**



Service, Solutions, Support...Satisfaction



BS&A's goal is to bring meaningful and sustainable value to our customers. With over twenty years of experience in the software industry, we have learned there are three key factors in delivering value: People, technology, and integration.



Our company is driven by people: Our software developers, support technicians, and customers. Our developers continually innovate to provide customers with the solutions they need. Our support technicians strive to do more than just help users; they create lasting relationships through unmatched personal service.

Technology allows us to regularly offer updated features that drive efficiency, while remaining current with the industry's latest advancements.

Integration needs to go deeper than the software. We believe true value is achieved by integrating people and technology. By considering these as essential, we are able to provide industry-leading technology, unparalleled customer service, and software integration... a combination that delivers outstanding value to our customers.



The Comprehensive Community Development Solution

Our Building Department .NET and Field Inspection .NET applications increase the efficiency of your Community Development department through seamless integration between the two. Our feature-rich Community Development software provides you with total control over your data at a reasonable price. This is achieved by employing community development experts devoted to the quality, value, and performance of our software.

Built on a Foundation of Unmatched Customer Support

Since 1987, our primary focus has been to provide responsive and personalized customer service. We are proud that our average response time is only fifteen minutes, and that our commitment to service has resulted in numerous, long-term customer relationships.

Technology Designed with You in Mind

At BS&A, our software is designed to create an easy and productive customer experience. By standardizing on the Microsoft .NET Platform and SQL Server Database Engine, we have partnered with a trusted source for our software to deliver seamless integration.

Building Department Software Key Advantages

BS&A's Building Department software offers a flexible repository of your department's property-based records. It offers easy tracking of property information, projects, permits, occupancies, enforcement actions, certifications, variances, bonds, transactions, letters, images, comments, and external attachments.

Property Information

An easily navigated format allows you to track detailed property-based information, such as current land, legal, rental, address, owner information, permits, projects, rental certificates, variances, code enforcements, certificates of occupancy, and more. Property flags, Stop Work Orders, letter correspondence, images, and other document types are also readily accessible.

Project Management and Tracking

Know at a glance the state of your construction projects by quickly navigating through your requirements, user-defined approvals, permits, bonds, COs, and inspections. Modification of project requirements can be made at any point in the process.

Permits

Track and add critical information for permits from application to completion. When adding a permit, you can select from existing contractors, licensees, and registrations as needed, or add new ones. Invoices can be added and payments received quickly and efficiently. The inspection process can be tracked from beginning to end, while our workflow and efficiency tools automate follow-ups and procedures.

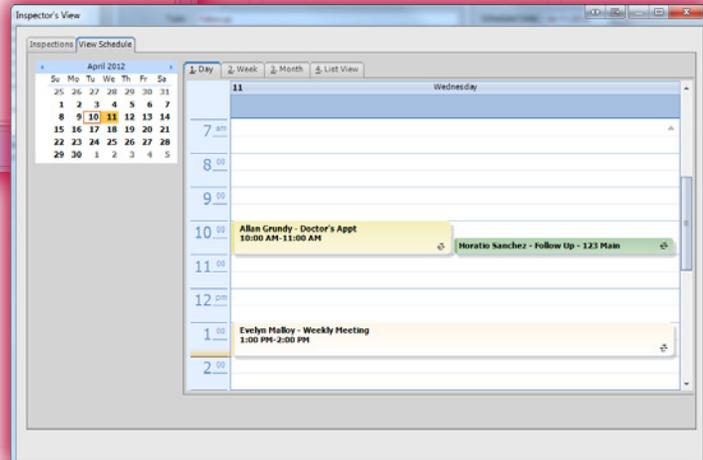
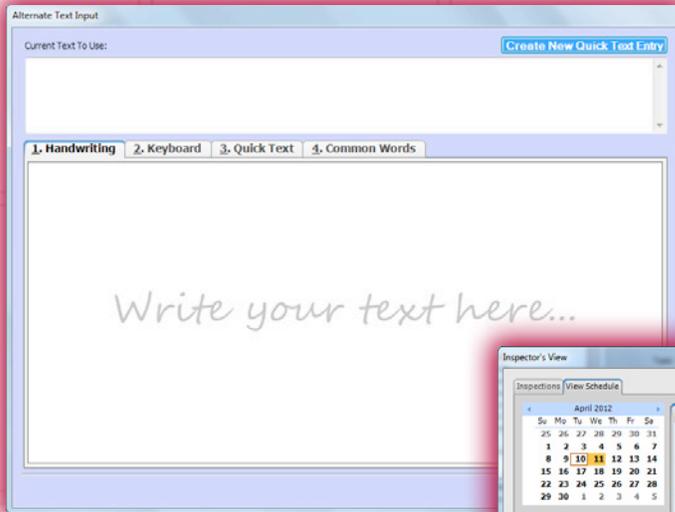
"Absolutely, the Field Inspection module has completed, and is the most valuable asset to, our multi-year digital transition process. First year implementation of digital documents and attachments to the BS&A Building Department System worked wonderfully. However, we soon discovered a problem with the massive amounts of data entry required.

As staff reductions through attrition increased, we began to notice our lag time increase to several weeks for data entry, and hand-writing an inspection record - leaving for office staff to scan and attach - became time-consuming and difficult to accomplish. We also found that IF the inspector returned to the office with some additional inspection or enforcement record information to complete, it never got done due to distractions.

Field Inspection has allowed us to perform, enter, complete, AND communicate results to permit holders and others from the (inspection) site. Field Inspection combined with in-vehicle printing and broadband internet access has revolutionized our field inspection capabilities and workflow.

Kudos on a great product from a great company with professional and courteous employees."

— Jeffrey A. Dunlap, Building Official
Niles Charter Township



Contractors and Licensees

This module provides a variety of information on contractors, licensees, and registrations. Manage multiple licensees on one contractor record, contractor permit histories, bonds, outstanding balances, flags, comments, and letters. The software can generate local license numbers and warn when registration, license, or insurance has expired. You receive automatic warnings when money is due, the contractor is flagged, or a Stop Work Order has been placed on a property, project, or permit.

Enforcement

Track all property maintenance issues with this full-featured module. It offers detailed storage for all inspections, violations, correspondence, images, and more.

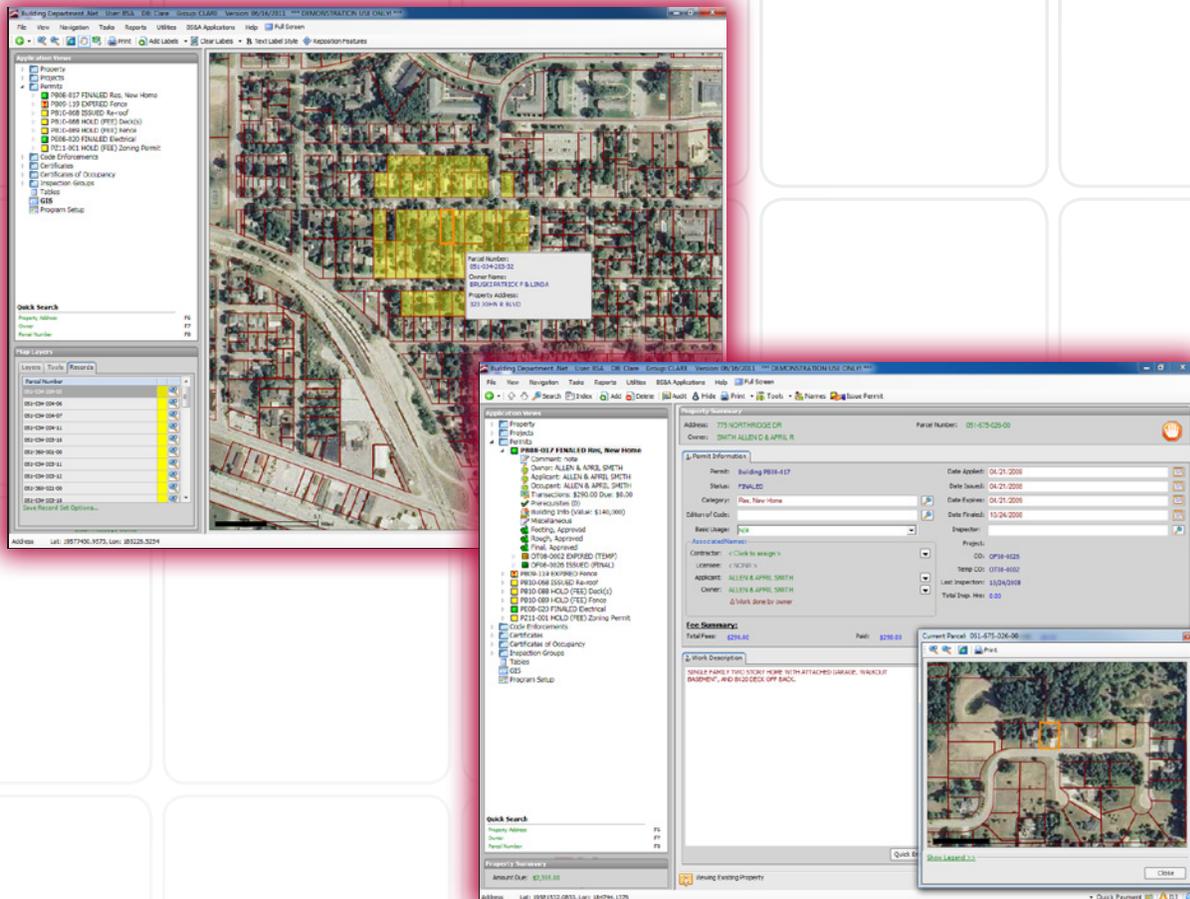
Certification

Through our flexible Certificate module, you can track any user-definable certificate and recurrent record. Mass renewals, generation of invoices, application of annual fees, and transfer of delinquent amounts to taxes are just a few of the automated timesaving processes available.

“The greatest thing about BS&A Software’s Community Development suite is the ease of access to data. With a touch of a button and a click of a mouse, a whole plethora of information is available to the user. I am also impressed with the communication within the software – the programs are designed to work with one another.”

The BS&A program was already installed when I started working for the township. I quickly got over my fear of the program with every call that was cheerfully answered by the staff. Even the most simple, small question was answered without hesitation.”

— Tanya Avery, BZA Assistant (Building, Zoning, and Assessing Assistant)
Pere Marquette Charter Township



Inspection Scheduling and Tracking

Our flexible scheduler makes it easy to schedule appointments, holidays, vacations, meetings, and inspections. Violations are tracked by location, details, and status. To save time, the violation text can be used in repair letters/e-mails. Our Microsoft® Word-integrated Letter Generator automates correspondence, saves it to the original inspection, and links it to the property.

Ad-hoc Inspection Types and Inspection Groups

When flexibility of inspection type is needed, the Inspection Groups module is the answer. Set up any type of inspection-holding record and track it with the same thoroughness of “standard” inspections.

Workflow and Efficiency Tools

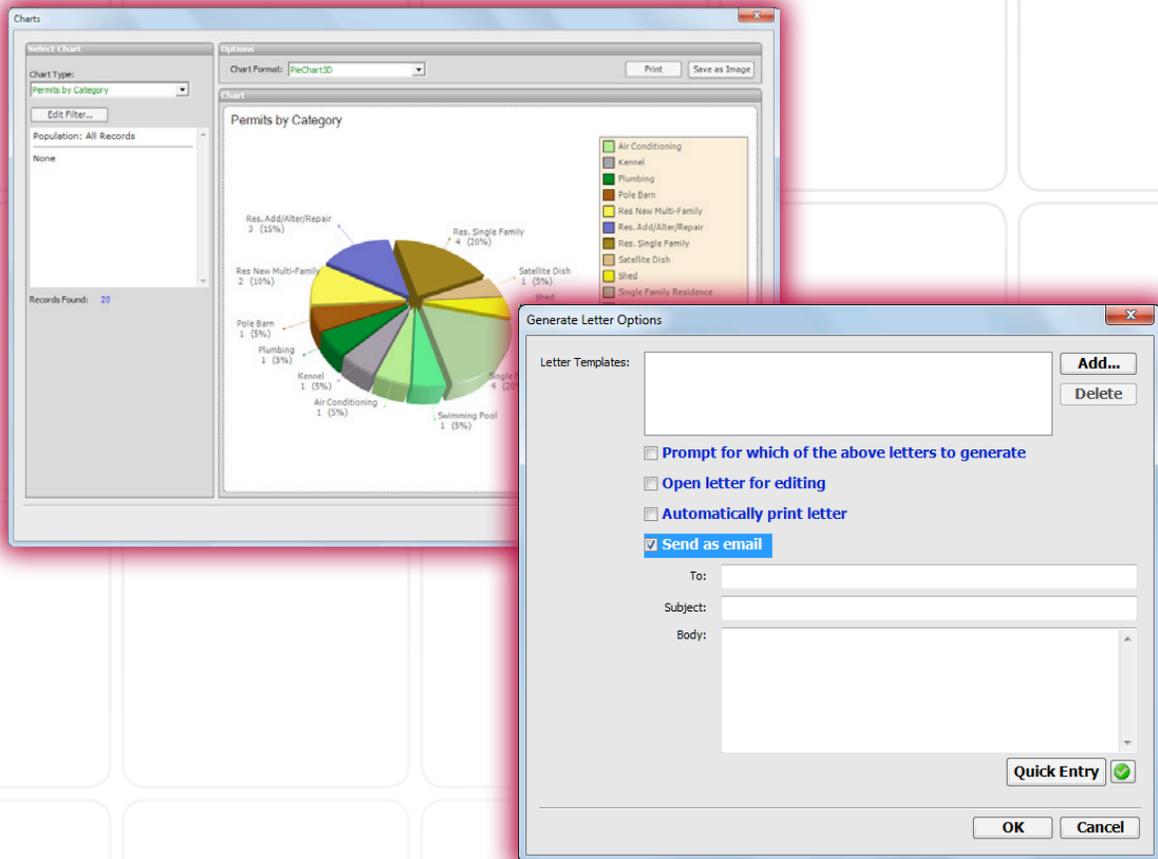
Our workflow and efficiency tools help improve productivity and reduce errors by automating the follow-up of open issues, such as correction notices, e-mails, re-inspection scheduling, fees, and more.

Comprehensive Collection of Built-in Reports... and a Free Report Writer

BS&A's applications come with an extensive list of flexible and simple-to-customize reports. A powerful Report Writer is included at no charge, giving you the ability to create reports you find necessary for your jurisdiction.

Tight Integration with BS&A Financial Management Applications

Our Building Department software can run stand-alone or be seamlessly integrated with many of our Financial Management applications for more efficient inter-departmental communication and management.



Field Inspection Software Key Advantages

BS&A's Field Inspection .NET software uses checklists, handwriting recognition, quick text features, and common word lists to enable inspectors to quickly and efficiently complete inspections and share data with Building Department .NET.

Integrates with Tablets

Tablets are highly useful field tools that increase the productivity of the mobile professional's workflow.

No More Double Data Entry

Gone are the days of hand-writing notes during the inspection, only to have to then enter them into the computer later. Quickly upload inspection results and repair letters, automatically send e-mails, and download changes from the desktop, home, or anywhere.

Alternate Data Entry Screens Avoid the Need to Have a Keyboard

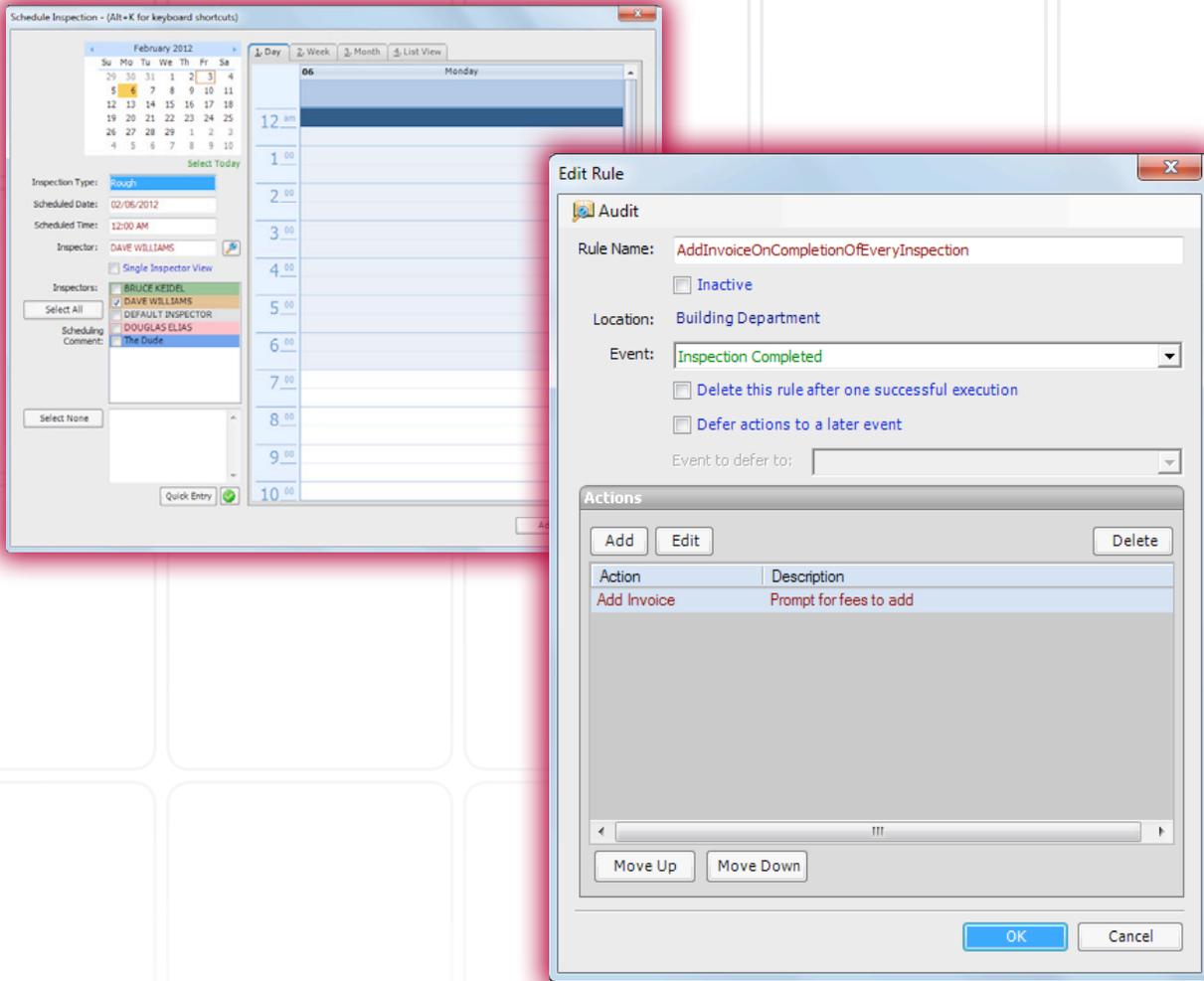
Using pop-up, screen-based keyboards, the latest handwriting recognition, Quick Text, and Common Words, the data entry process is simple and accurate.

Familiar, Easy-to-Use Interface

Though specialized for field data collection, our user interface is closely aligned with the Building Department Software for a shortened learning curve.

Checklists Speed You through Inspections

With a tablet PC in hand, you can use custom checklists to speed through the most complicated of inspections. Add notes, take snapshots of violations, or use our workflow and efficiency tools to automate easily forgotten follow-ups and procedures.



Add Code Enforcement Records from the Field

If a property maintenance issue is observed, a Code Enforcement record and inspection can be added and completed onsite.

Issue Certificates of Occupancy from the Field

As the last inspection is approved, an inspector can issue and e-mail the final Certificate of Occupancy directly from the tablet.

“Recently, the whole setup of my office changed as our Inspectors went contractual. The team at BS&A really listened to my needs and helped me lay out the reports that I needed, and actually helped me figure out what information I really needed.

When thinking back to the training, I did not have much computer knowledge when my employer first got another DOS-based program. When we started talking about switching to BS&A, I was extremely nervous about whether I would catch on to the new program and how difficult the new program might be to use. BOY, I couldn't have been more wrong. The BS&A program is easy to learn and use, and the training was very thorough. Things I missed on the training, forgot over time, or just needed more help with, I have always gotten superior help and have never felt stupid for asking for help or questions.

Switching to BS&A was probably one of the smartest moves we have made.”

— Oceana County Building Department

Better Software Answers

To provide better answers, you have to listen. The combination of customer input and our expertise has led to the development of software solutions based on how you do your job, not how we think you should. Industry leading applications providing real world solutions at an exceptionally affordable cost...that's BS&A Software.



Community Development Software

Rental Registration | Enforcement | Projects
Property | Accounting | Certification & Certificates
Productivity Tools | Permits | Report Engine



TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (the "Agreement") is entered into on the _____ day of _____, 2016 by and between the Village of Gilberts, an Illinois municipality (the "Village") and Fosiva Networks, LLC, an Illinois limited liability company, doing business as Fosiva ("Network Provider"), on behalf of itself and its subsidiaries (collectively, the "parties" and each, individually, a "party").

WHEREAS, Network Provider desires to develop a fiber optic network within the Market Area of Village noted in Exhibit A, with the potential to service the areas identified in Exhibit D;

WHEREAS, the Village desires to grant the Network Provider a telecommunications franchise to authorize the Network Provider to install, operate, maintain, repair and replace a fiber optic network within the Village's rights-of-way according to the terms of this Agreement;

WHEREAS, the fiber optic network the Network Provider intends to build shall be designed and constructed in four (4) interconnected phases, substantially in the manner described below:

Phase 1 Backbone: A 144 count multimode fiber cable running from Randall Rd. and Rt. 72 to the Indian Trails water tower. Two 12-strand buffer tubes of multimode fiber shall be dedicated to the Village of Gilberts upon the execution of the Agreement; and

Phase 2 Backbone: A 144 count multimode fiber cable that connects the Phase 1 Backbone to the Conservancy and Gilberts municipal buildings noted in Exhibit B. The path this Backbone takes through the Village shall contain predetermined expansion points for future expansion at the boundary of each neighborhood noted in Exhibit D, within the Gilberts Market Area. The fiber shall be installed in a multi-chamber conduit. Upon the completion of each segment of the Phase 2 Backbone, two 12-strand buffer tubes of multimode fiber shall be dedicated to the Village of Gilberts.;

Phase 2.1 Backbone: A 144 count multimode fiber cable that connects the Phase 1 and Phase 2 backbone to the Gilberts municipal buildings noted in Exhibit C. The path this Backbone takes through the Village shall contain predetermined expansion points for future expansion at the boundary of each neighborhood noted in Exhibit D, within the Gilberts Market Area. The fiber shall be installed in a multi-chamber conduit. Upon the completion of each segment of the Phase 2.1 Backbone, the conduit and two 12-strand buffer tubes of multimode fiber shall be dedicated to the Village of Gilberts. The construction of Phase 2.1 backbone will occur in conjunction with the construction of water infrastructure necessary for the Conservancy development.

Phase 3: A network comprised of 144 count or greater, multimode fiber cables that connects the Phase 1, Phase 2 and Phase 2.1 Backbone allowing for potential future build-out to the Market Area of the Village as depicted in Exhibit D.

WHEREAS, in consideration for the covenants and representations contained herein and the rights and privileges the Network Provider shall grant to the Village, the Village hereby grants a telecommunications franchise to the Network Provider for a term of twenty (20) years so that the Network Provider shall have the right, power and authority to install, operate, maintain, repair and replace all or any part of Phase 1, Phase 2, Phase 2.1, and Phase 3, which lies, or comes to lie, within the Village boundaries, in, on, over, under and across all Village rights-of-way and compatible utility easements, subject to Title 9, Chapter 8, Article C of the Village Code (the "Right of Way Ordinance") and other applicable Village ordinances;

WHEREAS, in further consideration for the rights and privileges the Village shall grant to the Network Provider, the Network Provider shall grant a right of first refusal for purchase to the Village for all or any part of Phase 1, Phase 2, Phase 2.1 and Phase 3 which lies, or comes to lie, within the Village boundaries prior to the expiration, or earlier termination, of this Agreement;

WHEREAS, the Village has a direct interest in improving the quality of life of its citizens through providing access to essential infrastructure and services within its boundaries and recognizes that improved access to high-speed broadband and video services will provide substantial value to the Village and its citizens; and

WHEREAS, the Village finds the performance of this Agreement shall advance the health and welfare of the residents and is in the best interest of the Village and the public.

NOW THEREFORE, in consideration for the mutual covenants and obligations herein described, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby enter this Agreement as set forth below:

1. Design and Construction of the Network.

1.1. Network Description.

1.1.1 Franchise; Fiber Network. The Village hereby grants Network Provider and Network Provider hereby accepts a telecommunications franchise to permit the Network Provider to install, operate, maintain, repair and replace an multi-modal fiber optic network capable of delivering data at speeds of 1 gigabit per second (1 Gbps) (the "Fiber Network") within the geographic boundaries of the Village of Gilberts, Illinois, more specifically depicted in Exhibit A, attached hereto and incorporated as though fully set forth herein (the "Market Area"), in the following phases:

Phase 1 Backbone: A 144 count multimode fiber cable running from Randall Rd. and Rt. 72 to the Indian Trails water tower. two 12-strand buffer tubes of multimode fiber shall be dedicated to the Village of Gilberts upon the execution of the Agreement; and

Phase 2 Backbone: A 144 count multimode fiber cable that connects the Phase 1 Backbone to the development in the Village known as The Conservancy, Gilberts municipal buildings occupied as of the effective date of this Agreement, more specifically depicted in Exhibit B.,. The path this Backbone takes through the Village shall be mutually agreed upon between the Network Provider and the Village, provided it shall touch a boundary of each neighborhood in the Market Area as depicted in Exhibit D, and contain predetermined expansion points for future expansion and to interconnect with Phase 1 Backbone. Upon the completion of each segment, two 12 strand tubes of multimode fiber shall be dedicated to the Village of Gilberts.

Phase 2.1 Backbone: A 144 count multimode fiber cable that connects the Phase 1 and Phase 2 backbone to the Gilberts municipal buildings noted in Exhibit C. The path this Backbone takes through the Village shall be mutually agreed upon between the Network Provider and the Village, provided it shall contain predetermined expansion points for future expansion at the boundary of each neighborhood in the Market Area and contain mutually agreed upon expansion points for future expansion and to interconnect with Phase 1 Backbone and Phase 2 Backbone. Upon the completion of each segment, two 12 strand tubes of multimode fiber shall be dedicated to the Village of Gilberts.

Phase 3 Backbone: A network comprised of 144 count or greater, multimode fiber cables that connects the Phase 1, Phase 2 and or Phase 2.1 Backbone allowing for potential future build-out to the Market Area business and residential areas of the Village as depicted in Exhibit D.

1.2 Network Design and Construction. Network Provider will design, construct and install the Fiber Network in compliance with all applicable regulatory and permitting requirements and processes, including without limitation, the regulations pertaining to locating facilities in the Village's rights-of-way as set forth in the Right of Way Ordinance. Notwithstanding anything herein to the contrary, where there is a conflict between the terms of this Franchise and the conditions of the Village's ordinances, the terms of this Franchise shall prevail.

1.2.1 The portion of the Phase 2 Backbone which is constructed underground shall be installed within a multi-chambered conduit.

1.2.2 Network Provider may use various construction techniques, which may include, but are not limited to, the following: (i) traditional open trench or boring; (ii) slot cut micro-trenching or trenching and boring; (iii) attached to buildings or aerial structures (where it obtains authority to do so from owners of such structures); and (iv) installation of cable within or on existing utility infrastructure. Village agrees to cooperate with Network Provider to review these and any other reasonable construction methods proposed by Network Provider, in accordance with the regulations pertaining to locating facilities in the Village's right

of way as set forth in the Right of Way Ordinance and all other applicable regulations and ordinances

1.2.3 Construction and other work related to the Fiber Network may be completed by affiliates, subsidiaries or independent contractors engaged by Network Provider, provided it shall not relieve the Network Provider of the obligations described in this Agreement.

1.3. Network Deployment.

1.3.1 Network Provider shall “light” the Fiber Network according to the schedule described below:

A. The Phase 1 Backbone shall be capable of transmitting and receiving data by not later than the effective date of this Franchise.

B. The Phase 2 Backbone shall be capable of transmitting and receiving data according to the following milestones:

i. The Phase 2 portion serving the Village of Gilberts municipal buildings shall be capable of transmitting and receiving data by not later than March 1, 2016

ii. The portion serving the subdivision commonly known as The Conservancy shall be capable of transmitting and receiving data by not later than the date the Village has issued certificates of occupancy for fifty (50) residences.

iii. The Phase 2.2 portion serving the Village of Gilberts municipal buildings shall be capable of transmitting and receiving data by not later than the beginning of pre-acceptance trials of the Conservancy water plant obligation.

2. Public Services.

2.1 **Scope of Public Services.** In consideration for those rights granted to Network Provider under the terms of this Agreement, Network Provider will, at such time as Network Provider installs the Fiber Network in the Village, use commercially reasonable efforts to provide the following services to the Village (the “Village Services”) without charge for the term of this Agreement:

2.1.1 **Village Broadband Services.** Network Provider shall provide to the Village broadband Internet services and thirteen static IP addresses through the Fiber Network, with nominal bi-directional speeds of 200 mbps and capable of 1 Gbps download speeds, to

buildings owned and occupied by the Village of Gilberts at the time of the execution of this Agreement.

2.1.2 **Fiber Dedication.** As 144 count fiber backbone is installed in the Village, two 12-strand buffer tubes of multimode fiber within that 144 count backbone shall be dedicated to the Village of Gilberts.

4. **Village Support and Commitments.**

4.1. **Permit Processing and Inspections.** Subject to the limitations and requirements of the Right-of-Way Ordinance and other applicable laws, ordinances and regulatory requirements, the Village agrees to provide the following:

4.1.1 **Permit Processing.** The Village will exercise commercially reasonable efforts to provide diligent and expeditious review of all applications for permits submitted by Network Provider in connection with the Network, including requests for any approvals necessary for construction, maintenance or other work within the public right-of-way and utility easements, all in accordance with all applicable regulations and ordinances and the Village's standard processes and practices generally made available to all third parties.

4.1.2 **Inspections.** In order to facilitate and ensure continuity and efficiency of inspections, the Village will designate qualified and knowledgeable inspectors, with the authority to inspect all construction, maintenance and related work in connection with each applicable permit to be issued by the Village. The Village will use reasonable efforts to ensure that all such inspections are completed in an expeditious manner in accordance with applicable ordinances and the Village's processes and practices made available to all third parties.

4.2. **Right-of-Way, Village Right-of-Way Assets; Utility Easements and Infrastructure for Construction.**

4.2.1 The parties agree that Network Provider is subject to the Village Code, including the Right-of-Way Ordinance, and that Network Provider will have access to the right of way in accordance with the telecommunications franchise granted hereby.

4.2.2 The Parties may mutually agree to provide Network Provider with limited access to particular assets and property of the Village, including Village light poles, water towers, to the extent such assets and infrastructure are available, have adequate space, and are determined by the parties as reasonably necessary or desirable for the Fiber Network (collectively "Village Right-of-Way Assets.")

4.2.3 Where access to Village Right-of-Way assets for Network Provider are made, the Network Provider will provide a Hold Harmless Agreement to the Village for Network Provider assets co-located on Village Right of Way assets noted in Exhibit E.

4.3 **Fees and Charges.** For so long as the Network Provider continues to deliver the Village Services without charge to the Village, the Village agrees that it shall not impose on Network Provider any other fees or charges as a condition of granting Network Provider the broadband telecommunications franchise granted hereby and the corresponding access to the Village rights-of-way. If Network Provider fails to deliver to the Village Services without charge, the Network Provider shall be subject to all applicable fees and charges required by the Right-of-Way Ordinance and related provisions of the Village Code. Nothing herein shall be construed to waive or release the Network Provider from liability for any taxes or fees which accrue from the operation of any service over the Network

6. **Intellectual Property Rights.**

6.1 Network Provider shall be the owner of and will retain all Intellectual Property Rights (as defined below) created, conceived, prepared, made, discovered or produced in connection with the Fiber Network.

6.2 "Intellectual Property Rights" means worldwide common law and statutory rights associated with (i) patents and patent applications; (ii) works of authorship, copyrights, copyright applications, copyright registrations and "moral" rights; (iii) the protection of trade and industrial secrets and confidential information; (iv) trademarks, service marks, slogans, logos, sound marks, motion marks, trade dress, domain names, trade names, corporate names, or indicia (v) other proprietary rights relating to intangible intellectual property (specifically excluding trademarks, trade names and service marks); (vi) analogous rights to those set forth above; and (vii) divisions, continuations, renewals, re-issuances and extensions of the foregoing (as applicable), including all foreign counterparts of the foregoing, now existing or hereafter filed, issued or acquired.

7. **Confidentiality.** Reference is hereby made to the Illinois Freedom of Information Act (the "FOIA"), and Network Provider hereby understands and agrees that this Agreement and the terms set forth in this Section 7 shall be limited by and subject to the FOIA.

7.1. **Confidential Information.** The term "Confidential Information" shall include all written communications between the Parties related to the Network to include all plans, documents, materials and data provided by Network Provider in connection with and related to the design, construction, deployment, operation and/or technical aspects of the Network. Confidential Information may not be purposefully disclosed by either party to any person other than its trustees, directors, officers, employees and attorneys of such party or agents of such party who have a need-to-know and are subject to similar confidentiality obligations. The Parties shall make a good faith effort to maintain the confidentiality of Confidential Information. These confidentiality obligations shall no longer apply to the extent Confidential Information (i) becomes publicly available other than through the receiving party; (ii) is required to be disclosed pursuant to a governmental or judicial rule, order, law, statute or regulation or the rule or regulation of a stock exchange; (iii) is independently developed by the recipient of the Confidential Information without access to or use of the Confidential

Information; or (iv) becomes rightfully available to the receiving party without restriction from a third party.

7.2. **Legal Process.** If either party is required by law or similar regulatory process to disclose any Confidential Information, to the extent permitted, it will provide the other party with prompt prior written notice of such request or requirement so that such party may seek an appropriate protective order or waive compliance with this Section 7. The recipient of such notice must respond in writing to such request as soon as possible, but in any event no later than three (3) business days of receipt of such notice, and either consent to such disclosure or advise of its election to seek an exception from disclosure. If a party chooses to seek an exception for preventing disclosure, the other party will refrain from disclosing such information (unless legally compelled to do so, by the FOIA or otherwise) until the request for an exception from disclosure is resolved, and will then comply with the terms of any validly issued order to release the information. The objecting party shall indemnify, defend, save and hold harmless the party who received the request for the Confidential Information.

7.3 **Applicable Disclosure Laws.** The parties acknowledge that this Agreement and the actions taken by the parties in furtherance of their mutual obligations under this Agreement are subject to the FOIA and the Illinois Open Meetings Act (the "IOMA"), and a party's compliance with the FOIA or the IOMA shall not be deemed to be a default under this Agreement.

7.4 **Term of Restriction.** Subject to the FOIA, each party's obligations under this Section 7 shall remain in effect during the term of this Agreement and for a period of two (2) years after its termination for any reason, except with respect to information considered or deemed to be a trade secret under applicable law for which each party's obligations of confidentiality will remain in effect for so long as such information continues to constitute a trade secret under applicable law.

8. **Term and Termination.**

8.1. **Initial Term and Renewal.** Unless earlier terminated in accordance with the terms of this Agreement or renewed by mutual written agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall expire at the end of the twenty (20) years.

8.2. **Termination.**

8.2.1. **Termination for Convenience.** Subject to the provisions of Section 8.2.2, only after the Network Provider has completed the design, construction and installation of that part of the Fiber Network connected to buildings owned and occupied by the Village of Gilberts at the time of the execution of this Agreement, Network Provider may terminate this Agreement at any time by providing sixty (60) days prior written notice.

8.2.2. **Termination for Default.** Either party may terminate this Agreement due to a Default (as defined below) by the other party by providing written notice to the defaulting party, provided that (i) such Default is incapable of remedy; or (ii) such Default is capable of remedy and the defaulting party fails to remedy such Default within thirty (30) days

of receipt of notice from the other party, provided if such Default is of such a nature that a remedy cannot be completed within thirty (30) days, the cure period shall extend for such time as the Defaulting party commences and diligently prosecutes a remedy of the Default. A party will be in Default under this Agreement if (i) such party materially breaches a term or provision of this Agreement; (ii) such party becomes insolvent or ceases to operate as a going concern; (iii) a petition under any of the bankruptcy laws is filed by or against such party and, if involuntary, is not dismissed within sixty (60) days after it is filed; (iv) such party makes a general assignment for the benefit of creditors; or (v) a receiver, whether temporary or permanent, is appointed for the property of such party or any part thereof.

8.2.3. **Survival.** The following provisions shall survive any expiration or termination of this Agreement: Sections 5, 6, 7, 9, 10 and 11.

8.3 **Dedication of Fiber Network.** Until the expiration or earlier termination of this Agreement, the Network Provider shall grant a right of first refusal to purchase to the Village all or any parts of the Fiber Network located within the Market Area not previously dedicated to the Village. Upon conveying the Fiber Network, if applicable, the Network Provider shall execute and submit to the Village a bill of sale and an affidavit of title, attesting that the Fiber Network is not subject to any liens and encumbrances which are not approved by the Village.

9. **Representations and Warranties; Disclaimer of Warranties.**

9.1 **Representations.** Each party represents that (i) it has the requisite right and authority to enter into this Agreement; (ii) this Agreement has been duly authorized, executed, and delivered and constitutes a valid and binding obligation enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, moratorium, and other laws of general application affecting the enforcement of creditors' rights; (iii) entering into or performing its obligations under this Agreement shall not breach or contravene any obligation to any third party; and (iv) it has the requisite power to perform all of its obligations described in this Agreement. Network Provider and the Village each agree to comply with all applicable laws and regulations. For purposes hereof, the term "applicable laws and regulations" means any applicable constitution, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by the appropriate government authorities and all amendments thereto from time to time.

9.2. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN RELATION TO THE NETWORK, THE VILLAGE'S RIGHT-OF-WAY ASSETS, OR THIS AGREEMENT. EXCEPT WITH RESPECT TO THE PUBLIC SERVICES, NETWORK PROVIDER DOES NOT WARRANT THAT IT SHALL OPERATE THE NETWORK OR OFFER SERVICES FOR ANY SPECIFIED TERM. NETWORK PROVIDER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE RELATED TO THE NETWORK OR THE SERVICES.

10. Insurance, Indemnity Security. Network Provider shall comply with Section 9-8C-5 of the Right-of-Way Ordinance.

11. Limitations of Liability. EXCEPT FOR THE NETWORK PROVIDER'S DUTY OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES, PARENT COMPANIES AND AFFILIATES, AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, ELECTED OFFICIALS, MUNICIPAL STAFF, MANAGERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM.

12. General Terms.

12.1. Governing Law and Jurisdiction. This Agreement and any action related to this Agreement will be governed by the laws of the State of Illinois. Any action, hearing, suit or proceeding arising out of or relating to this Agreement must be brought in the courts of the State of Illinois, Kane County, or if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding and waives any objection it may now have or hereafter have to venue or to convenience of forum. The parties agree that it is their mutual intent that this Agreement conforms to applicable local, state, and federal law regulating the covenants and obligations contained in this Agreement.

12.2. Dispute Resolution. Except as otherwise specifically provided in this Agreement, or to the extent any nonperformance creates an imminent risk to public health, safety or welfare, all disputes, disagreement or controversies arising in connection with this Agreement will first be resolved through good faith negotiations in order to reach a mutually acceptable resolution. If, after negotiating in good faith for a period of at least thirty (30) days, the parties are unable to resolve the dispute, then either party may seek resolution by exercising any rights or remedies available to either party at law or equity. Notwithstanding anything herein to the contrary, neither party must comply with the 30-day negotiating period if waiting such time shall result in the expiration of any applicable statute of repose or limitations.

12.3. Notices. All notices must be in writing and delivered to the addresses and persons specified below. Notice will be deemed delivered (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

To the Village:
Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136

To Network Provider:
Fosiva
340 W. Butterfield Rd., Unit 2D

Elmhurst, IL 60126

12.4. **Assignment.** Except as set forth below, neither party may assign or transfer its rights nor obligations under this Agreement, in whole or part, to a third party without the prior written consent of the other party. Network Provider may, upon written notice to Village, assign this Agreement or any or all of its rights and obligations under this Agreement to (i) any Affiliate (as defined below) of Network Provider; (ii) any successor in interest to Network Provider in connection with any merger, acquisition or similar transaction; or (iii) any purchaser of all or substantially all of Network Provider's assets related to the Market Area. "Affiliate" means any entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control with Network Provider; and (ii) "control" shall mean the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof; or (b) the power to direct the management of such entity. An assignment of any rights or obligations shall not relieve the assignor of liability under this Agreement. Any assignment made in violation of this provision shall be null and void.

12.5. **Force Majeure.** Neither party will be deemed in Default under this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms, earthquakes or other natural disasters, strikes or other labor unrest of third parties, power failures, terrorist activity, nuclear or other civil or military emergencies, acts of legislative, judicial, executive or administrative authorities for which it has no control, or any other circumstances that are not within its reasonable control and ability to prevent (a "Force Majeure" event). In event of a Force Majeure event, the party who first becomes aware of the event must promptly give written notice to the other party of such event. When either party becomes aware of the end of the Force Majeure event, it must give notice to the other party. If the period of non-performance exceeds sixty (60) days from the receipt of notice of the Force Majeure event, the party whose ability to perform has not been affected may terminate the Agreement on written notice to the other party.

12.6. **Independent Contractors.** The parties are independent contractors. Nothing in this Agreement creates or implies, or shall be construed to create or imply, any agency, association, partnership or joint venture between the parties.

12.7. **Severability.** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. To the fullest extent permitted by applicable law, if any provision of this Agreement is invalid or unenforceable a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

12.8. **Waiver.** A waiver of any provision of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No failure or delay by either party in exercising any option, right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12.9. **Remedies Cumulative.** Except as provided otherwise in this Agreement, all rights and remedies granted to each party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies otherwise available to such party at law or in equity.

12.10. **Entire Agreement; Amendment; Signatures.** The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof. This Agreement supersedes any prior agreements or understandings between the parties. This Agreement constitutes the entire Agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by both parties. This Agreement is for the exclusive benefit of the parties, their successors and permitted assigns. There are no third party beneficiaries to this Agreement. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument.

12.11 **Third Parties.** No part of this Agreement is intended to create any duties towards, or grant any rights to, any third parties, and no third party shall have any ability to enforce any of the terms and conditions of this Agreement.

12. **Powers of the Village.** Notwithstanding anything set forth herein to the contrary, no provision contained herein, or in any other documents between the parties, shall in any manner diminish or usurp the rights and powers of Village to exercise its police powers and enforce generally applicable regulations.

The parties agree to the terms of this Agreement and have caused this Agreement to be signed by their duly authorized representatives.

4823-6483-8434, v. 6

EXHIBIT A

GEOGRAPHIC BOUNDARIES OF THE MARKET AREA
VILLAGE OF GILBERTS

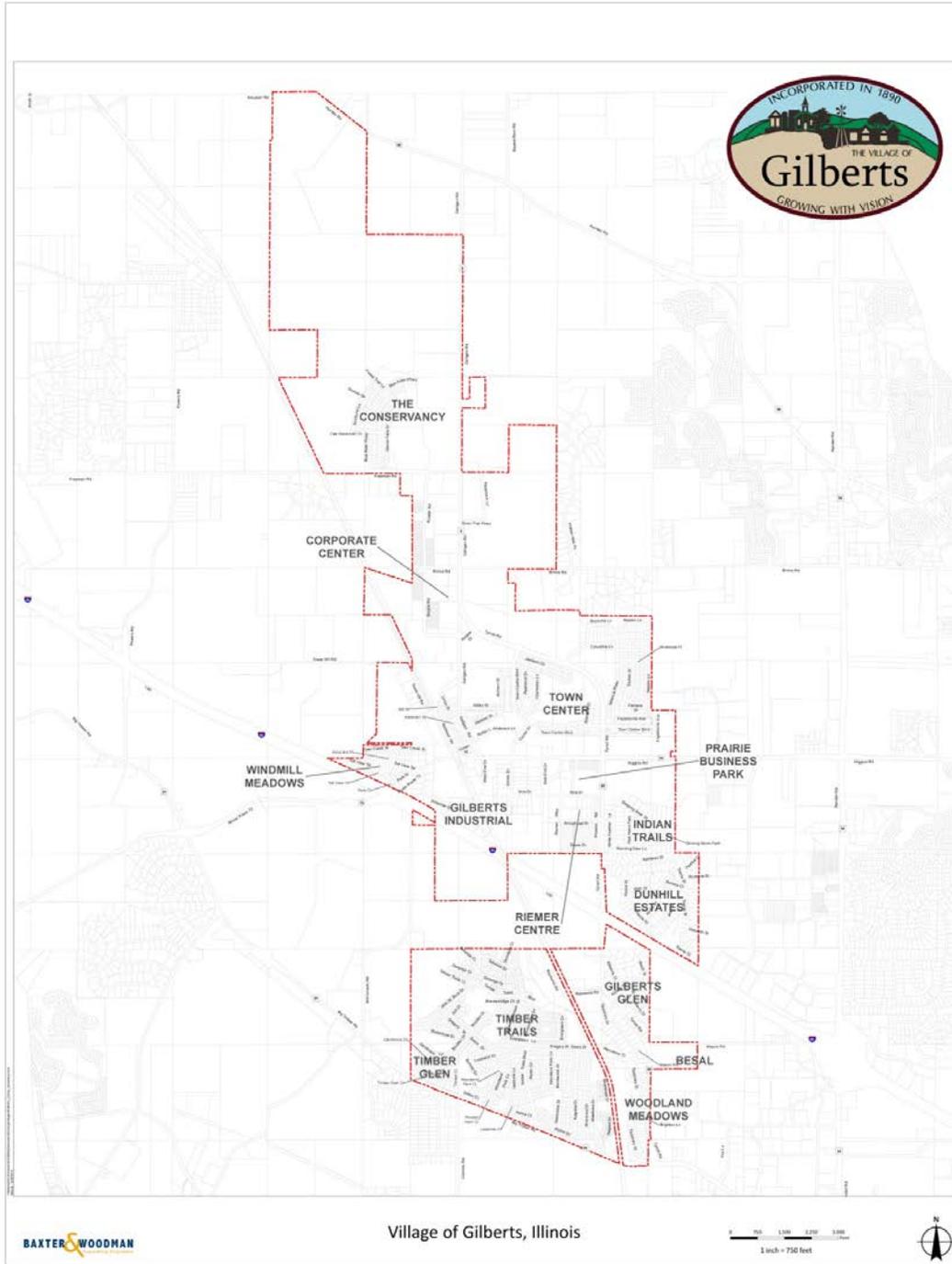


EXHIBIT B

MUNICIPAL BUILDING ADDRESSES

- Village Hall 87 Galligan Road
- Police Department 86 Railroad Street
- Public Works/Finance Dept. 73 Industrial DriveMiddle Water Tower 598
Sleeping Bear Lane
-

4823-6483-8434, v. 10

EXHIBIT C

MUNICIPAL BUILDING ADDRESSES

- Waste Water Treatment Plant 281 Raymond Drive
- Fresh Water treatment Plant 320 Raymond Drive
- South Water Tower 16 Tyrrell Road
- North Water Tower Road 19N056 Galligan Road

EXHIBIT D

MARKET AREA NEIGHBORHOOD AND COMMERCIAL AREAS

- 1) Industrial
- 2) Conservancy
- 3) Gilberts Town Center (GTC) & Old Town
- 4) Windmill Meadows
- 5) Indian Trails & Dunhill Estates
- 6) Gilberts Glen & Woodland Meadows
- 7) Timber Trails & Timber Glen
- 8) Any portion of the Village not in one of these identified areas

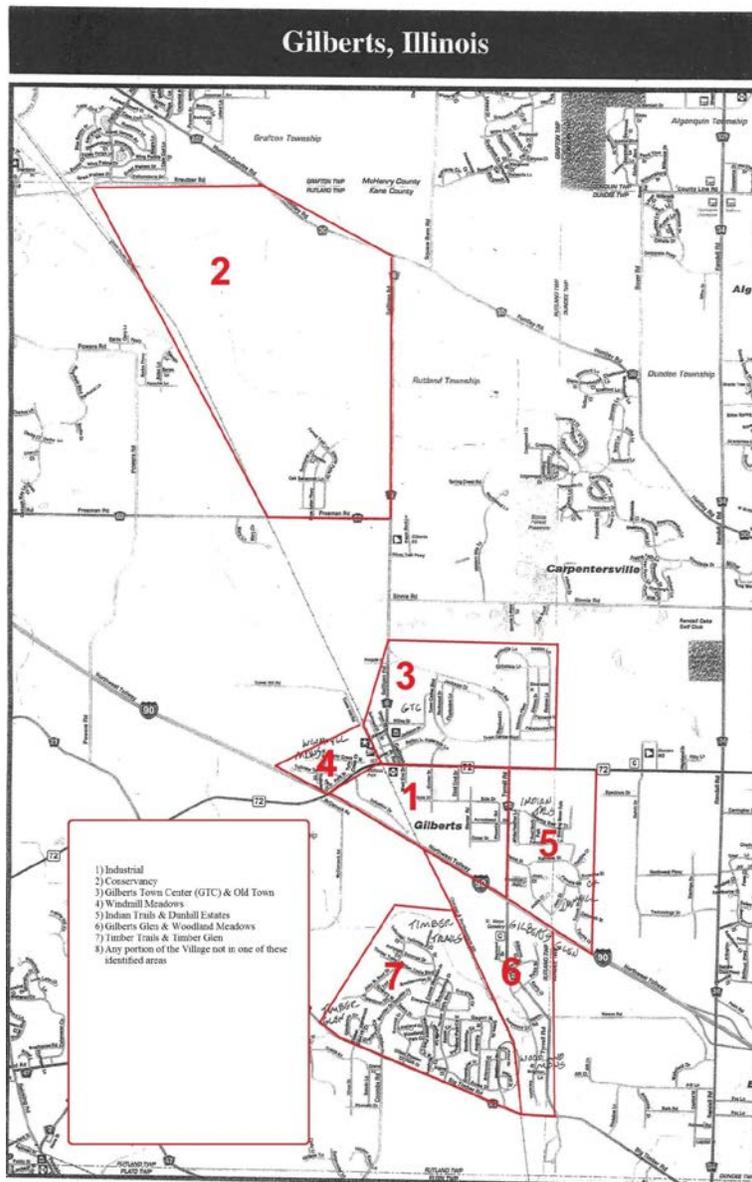


EXHIBIT E
HOLD HARMLESS AGREEMENT

4835-1448-5036, v. 1