



Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

FW: Visit on November 17-18

3 messages

Marian Gibson <marian.gibson@villageofelwood.com>Wed, Nov 16, 2016 at 3:00
PM

To: Patrick Robinson <patrick@northpointkc.com>

Cc: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Patrick,

I just emailed Beth Linn to let her know who from the Village would be coming to meet with them. I don't think Mayor Offerman ever contacted Mayor Roberts. Did you have a schedule for us or should I arrange that with Ms. Linn? I

Marian T. Gibson, ICMA-CM

Village Administrator

Village of Elwood

401 East Mississippi Ave.

Elwood, IL 60421

marian.gibson@villageofelwood.com

815 424-1094 (Direct)

815 509-2282 (Cell)

815 423-6861 (Fax)

From: Beth Linn [mailto:blinn@edgertonks.org]
Sent: Wednesday, November 16, 2016 2:25 PM
To: Marian Gibson <marian.gibson@villageofelwood.com>
Subject: RE: Visit on November 17-18

Good afternoon Marian – I look forward to the opportunity on Friday to meet with you and the other representatives from Elwood.

With regard to Friday, does your group have a schedule planned for your visit? I wasn't sure if you have a time that you would like to meet Friday morning or any particularly topics you would like us to cover or

any of the infrastructure or assets you would like to see at LPKC. We could meet at City Hall or at the Learning & Career Center out at LPKC.

Coincidentally, Mayor Roberts has been asked by the KS Secretary for Commerce to participate in a meeting with a potential tenant at LPKC at 9 AM in Olathe. So I would be glad to meet with your group to get started with him joining as soon as available, or we could simply start our meeting about 10:30 AM. We are flexible and glad to schedule however best fits your needs. Additionally, we would welcome the opportunity to continue the conversation over lunch. We simply need to conclude by 3 PM on Friday.

I look forward to meeting with you and the others.

Sincerely,

Beth



Beth Linn • City Administrator

City of Edgerton, KS

404 East Nelson • Edgerton, KS 66021

913.893.6231 x115 • 913.893.6232 (f)

www.edgertonks.org

Marian Gibson <marian.gibson@villageofelwood.com>

Wed, Nov 16, 2016 at 3:01
PM

To: billch601@krausonline.com, Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Mayor,

I contacted Ms. Linn for these documents. I also emailed Patrick to determine if he has a schedule in mind (see below). If he doesn't what time would you like to go to their office?

Marian T. Gibson, ICMA-CM

Village Administrator

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marian.gibson@villageofelwood.com
815 424-1094 (Direct)
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From: Beth Linn [mailto:blinn@edgertonks.org]
Sent: Wednesday, November 16, 2016 2:25 PM
To: Marian Gibson <marian.gibson@villageofelwood.com>
Subject: RE: Visit on November 17-18

Good afternoon Marian – I look forward to the opportunity on Friday to meet with you and the other representatives from Elwood. Please find attached our Amended and Restated Project Agreement and Plan of Finance with NorthPoint Development and Burlington Northern Santa Fe (BNSF Railway). We would be glad to answer questions you may have about these agreements during your visit. There was a previous version to the agreements when The Allen Group was the master developer.

With regard to Friday, does your group have a schedule planned for your visit? I wasn't sure if you have a time that you would like to meet Friday morning or any particularly topics you would like us to cover or any of the infrastructure or assets you would like to see at LPKC. We could meet at City Hall or at the Learning & Career Center out at LPKC.

Coincidentally, Mayor Roberts has been asked by the KS Secretary for Commerce to participate in a meeting with a potential tenant at LPKC at 9 AM in Olathe. So I would be glad to meet with your group to get started with him joining as soon as available, or we could simply start our meeting about 10:30 AM. We are flexible and glad to schedule however best fits your needs. Additionally, we would welcome the opportunity to continue the conversation over lunch. We simply need to conclude by 3 PM on Friday.

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Sincerely,

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www.edgertonks.org

From: Marian Gibson [mailto:marian.gibson@villageofelwood.com]

Sent: Monday, November 14, 2016 10:24 AM

To: Beth Linn <blinn@edgertonks.org>

Subject: Visit on November 17-18

Ms. Linn,

I wanted to take this opportunity to introduce myself and thank you for taking time to meet with representatives of the Village of Elwood. I believe we will be getting together on the 18th. Village President, Bill Offerman, Ashleigh Spacht, Assistant Village Administrator and I will be in attendance. I was wondering if you could email some documents to me prior to our meeting. I would be interested in reviewing the annexation/development agreement that was negotiated with Northpoint Development. If there have been any significant amendments to your agreements with Northpoint, those would also be appreciated. Thanks and I look forward to meeting with you.

Marian T. Gibson, ICMA-CM

Village Administrator

Village of Elwood

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Elwood, IL 60421

marian.gibson@villageofelwood.com

815 424-1094 (Direct)

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2 attachments

 **Amended and Restated Project Agreement Final - July 2015.pdf**
2870K

 **Amended and Restated Finance Plan Final - July 2015.pdf**
2250K

Patrick Robinson <probinson@northpointkc.com>

Wed, Nov 16, 2016 at 6:24 PM

To: Marian Gibson <marian.gibson@villageofelwood.com>

Cc: Patrick Robinson <patrick@northpointkc.com>, Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Marian

The City planned a 10:30 on Friday morning at City Hall. Beth Linn, City Administrator, and Mayor Roberts will be in attendance. The plan is to get a couple of hours with Edgerton and then have lunch. Does that sound ok? Is there anyone else you would like to meet with?

I believe there is a care fair at the LCC starting at 10:00 and it might be good to see how that functions.

We look forward to seeing you, Ashleigh, and Mayor Offerman.

Thanks,

Patrick

Sent from my iPhone

On Nov 16, 2016, at 3:00 PM, Marian Gibson <marian.gibson@villageofelwood.com> wrote:

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I look forward to meeting with you and the others.

Sincerely,

Beth

<image001.jpg>

Beth Linn • City Administrator

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www.edgertonks.org



Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Meeting Prep

1 message

Thom Serafin <Thom@serafin.com>

Tue, Nov 22, 2016 at 1:56 PM

To: Marian Gibson <marian.gibson@villageofelwood.com>

Cc: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Good Afternoon Marian,

Scott has left messages with the gentlemen of North Point to

discuss our session planned for the 30th.

Have either of you spoken with them recently about the 30th?

And if so, is there an update.

Many thanks.

Happy Thanksgiving!

Thom

Serafin&Associates,Inc.

409 W. Huron st. #600

Chicago, Ill. 60654

312.943.1955-p

312.943.8397-f

www.serafin.com

From: Ashleigh Spacht [mailto:ashleigh.spacht@villageofelwood.com]
Sent: Thursday, November 17, 2016 9:30 AM
To: Thom Serafin <Thom@serafin.com>
Cc: Marian Gibson <marian.gibson@villageofelwood.com>
Subject: Meeting Follow-up

Thom,

I am following up on our phone call from this morning to determine a time for our meeting on November 30th. As discussed, we were looking at a 1:00pm start time and then working through the afternoon.

Please let me know if this works for you.

Thank you,

Ashleigh Spacht
Assistant Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
Fax: (815) 423-6861



Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Request for Village Administrator - Village of Elwood

17 messages

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
To: Mike Tillman <MTillman@norcomm911.com>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Wed, Jul 13, 2016 at 8:23 PM

Mr. Tillman,

Please see the attached letter from Mayor Offerman regarding a request to fill our open Village Administrator position.

I noticed in the proposal that 20 vacation days was quoted, we would like that set at 25 days (5 weeks).

Please let me know if you need any additional information.

Thank you,
Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
Fax: (815) 423-6861

3016-07-13 - Request of Hire - Marian Gibson - Village Administrator.pdf
3105K

Tillman, Mike <MTillman@norcomm911.com>
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Wed, Jul 13, 2016 at 8:31 PM

Thank you, Ms. Spacht. The 20 days of vacation was an oversight on my part, but I will fix it at no additional cost.

I should have a DRAFT agreement sent to you and Mayor Offerman on or before the end of business day Friday.

I've already sent a DRAFT copy to our legal department, just waiting for them to review and get back to me.

Thanks!

Mike

Sent from my iPhone

[Quoted text hidden]

<3016-07-13 - Request of Hire - Marian Gibson - Village Administrator.pdf>

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Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
To: "Tillman, Mike" <MTillman@norcomm911.com>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Wed, Jul 13, 2016 at 8:39 PM

Thank you, Mike. I appreciate your assistance with this.

Thank you,
Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood

401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
Fax: (815) 423-6861

[Quoted text hidden]

Tillman, Mike <MTillman@norcomm911.com>
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Thu, Jul 14, 2016 at 4:10 PM

Ms. Spacht,

Attached for yours and Mayor Offerman's review are the following documents:

- 1) Ms. Gibson Job Offer Letter from MMS (Note: I will send the Job Offer Letter to Ms. Gibson once I receive direction to do so from you or Mayor Offerman).
- 2) Ms. Gibson's application to our firm for the position.
- 3) Exhibit A – Village Administrator's Job Description (this will be attached to the contract). Please review the job description and let me know if you would like any changes.

Our legal department is still working on the contract, but as I indicated previously, I should have the contract you no later than before the end of business day tomorrow. However, I wanted to send you the attached documents so that you can review and provide feedback or request any changes you or Mayor Offerman may desire.

Thank you in advance and please do not hesitate to call me if you have any questions.

Sincerely,

Mike

Michael G Tillman, RPL | Vice President

Municipal Management Services, Inc.

Metro Paramedic Services, Inc.

NORCOMM Public Safety Communications, Inc.

Paramedic Billing Services, Inc.

395 W. Lake St / Elmhurst, IL 60126

Phone: 630-530-2991 / Direct Line: 630-903-2480

Wireless: 630-596-7403 / Direct Fax: 630-903-2809

mtillman@metroparamedics.com / http://www.metroparamedics.com

mtillman@norcomm911.com / http://www.norcomm911.com

From: Ashleigh Spacht [mailto:ashleigh.spacht@villageofelwood.com]
Sent: Wednesday, July 13, 2016 8:24 PM
To: Tillman, Mike <MTillman@norcomm911.com>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>
Subject: Request for Village Administrator - Village of Elwood

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3 attachments

-  **Marian Gibson Job Offer Letter 7-14-16.pdf**
426K
-  **MarianGibson_20160712_Application.pdf**
182K
-  **Exhibit_A_VillageAdministratorJobDescription 7-11-16.docx**
21K

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
To: "Tillman, Mike" <MTillman@norcomm911.com>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Thu, Jul 14, 2016 at 10:37 PM

Great, thank you! I will review these in the morning. Have a great night.

Ashleigh

Sent from my iPhone
[Quoted text hidden]

<Marian Gibson Job Offer Letter 7-14-16.pdf>
<MarianGibson_20160712_Application.pdf>
<Exhibit_A_VillageAdministratorJobDescription 7-11-16.docx>

Tillman, Mike <MTillman@norcomm911.com>
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Fri, Jul 15, 2016 at 1:38 PM

Ms. Spacht,

Attached for yours and Mayor Offerman's review is a DRAFT copy of the contract. Please have the appropriate officials at the Village review the agreement and please let them know that they should feel free to call me to further discuss if they have any questions or concerns about the agreement.

Also, please let me know what the next steps are for this project. I know Marian is eagerly awaiting confirmation for this position. I would like to be able to contact Marian to let her know of an estimated timeline or anticipated start date.

Thanks!

Mike

Michael G Tillman, RPL | Vice President

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mtillman@metroparamedics.com | <http://www.metroparamedics.com>

mtillman@norcomm911.com | <http://www.norcomm911.com>

From: Ashleigh Spacht [mailto:ashleigh.spacht@villageofelwood.com]

Sent: Thursday, July 14, 2016 10:37 PM

To: Tillman, Mike <MTillman@norcomm911.com>

Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Subject: Re: Request for Village Administrator - Village of Elwood

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[Quoted text hidden]

 [MMS - Village of Elwood- Village Administrator Agreement DRAFT 7-15-16 \(003\).docx](#)
129K

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
To: "Tillman, Mike" <MTillman@norcomm911.com>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Mon, Jul 18, 2016 at 3:23 PM

Mr. Tillman,

After reviewing the Draft Contract, please see the following minor comments:

- 1) Article 3 (c) - correct to ...the Contractor shall immediately notify the Village Board of Trustees...
- 2) Article 6 (a) - can we change the due and payable date to the 28th of the month? All of our bills are approved at the board meeting on the third Wednesday of the month. This would ensure timely payment on a month to month basis.
- 3) Article 9 (d) - I am double checking with our auto insurance that our plan aligns with your specifications.
- 4) Article 10 (a) - remove reference to 'resource hospital.'
- 5) Article 12 (first paragraph) - modify the phrase ...fire protection and emergency medical services...
- 6) Article 12 (c) - remove the phrase Fire Protection.
- 7) Article 26 (fourth paragraph) - can we change the notification from 90 to 60 days?

The Mayor has placed this item on the Board Meeting agenda for this upcoming Wednesday. Once the contract passes, the Village will refer to you for next steps to get Marian ready to begin. She reached out to me last week indicating that she was looking for a start date around August 29, 2016. This would give her current company a one month notice of her resignation once she returned from an already scheduled vacation.

Please let me know if you have any additional questions.

Thank you!

Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
Fax: (815) 423-6861

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Tillman, Mike <MTillman@norcomm911.com>
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Mon, Jul 18, 2016 at 5:07 PM

Ms. Spacht,

Attached is the agreement which contains the changes requested. There are a few items to note:

- 1) Since it is anticipated that the employee will start on or about 8/29/19, I changed the term of the agreement to 8/29/16 through 8/28/2017.
- 2) I made all of the other changes as requested below. My apologies for the oversight regarding the placement of Fire Protection and EMS.
- 3) Regarding the auto insurance, once verified by the Village as to the type of coverage for auto, please let me know and I will make additional revisions if necessary.
- 4) A copy of the revised agreement is attached for your review, subject to the changes of the auto insurance if needed.

Please let me know if you have any additional questions.

Sincerely,

Mike

From: Ashleigh Spacht [mailto:ashleigh.spacht@villageofelwood.com]
Sent: Monday, July 18, 2016 3:24 PM
To: Tillman, Mike <MTillman@norcomm911.com>

Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>
Subject: Re: Request for Village Administrator - Village of Elwood

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[Quoted text hidden]

 **MMS - Village of Elwood- Village Administrator Agreement DRAFT 7-18-16 (004).docx**
129K

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
To: Tom Gilbert <tgilbert@ottosenbritz.com>, John Motylinski <jmotylinski@ottosenbritz.com>

Mon, Jul 18, 2016 at 5:13 PM

FYI

Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
Fax: (815) 423-6861

Begin forwarded message:

From: "Tillman, Mike" <MTillman@norcomm911.com>
Date: July 18, 2016 at 5:07:37 PM CDT
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>
Subject: RE: Request for Village Administrator - Village of Elwood

[Quoted text hidden]

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Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Mon, Jul 18, 2016 at 5:19 PM

Mr. Tillman,

Please feel free to call me Ashleigh. Thank you for your prompt response to the revisions. No problem at all with the minor references to fire services. I see no reason to reinvent the wheel, so I more than understand if you modified a fire contract to work in this setting. I will let you know what I hear from the auto insurance, and I have sent this most recent copy of the contract over to our attorney for his revision.

I will keep you posted when I hear something.

Thank you,

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To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Mon, Jul 18, 2016 at 8:15 PM

Thank you, Ashleigh! I greatly appreciate it.

Sent from my iPhone

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Cc: Mayor Offerman <mayor.offeran@villageofelwood.com<mailto:mayor.offeran@villageofelwood.com>>
Subject: Re: Request for Village Administrator - Village of Elwood

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- 2) Article 6 (a) - can we change the due and payable date to the 28th of the month? All of our bills are approved at the board meeting on the third Wednesday of the month. This would ensure timely payment on a month to month basis.
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Interim Deputy Village Administrator

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Mike

Michael G Tillman, RPL | Vice President
Metro Paramedic Services, Inc.
NORCOMM Public Safety Communications, Inc.
Paramedic Billing Services, Inc.
395 W. Lake St | Elmhurst, IL 60126
Phone: 630-530-2991 | Direct Line: 630-903-2480
Wireless: 630-596-7403 | Direct Fax: 630-903-2809
mtillman@metroparamedics.com<x-msg://62/mtillman@metroparamedics.com%20> |
http://www.metroparamedics.com<http://www.norcomm911.com/>
mtillman@norcomm911.com<x-msg://62/mtillman@norcomm911.com%20> |
http://www.norcomm911.com<http://www.norcomm911.com/>

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Sent: Thursday, July 14, 2016 10:37 PM
To: Tillman, Mike <MTillman@norcomm911.com<mailto:MTillman@norcomm911.com>>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com<mailto:mayor.offeran@villageofelwood.com>>
Subject: Re: Request for Village Administrator - Village of Elwood

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Ashleigh

Sent from my iPhone

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mtillman@metroparamedics.com<

...

[Message clipped] [View entire message](#) [20160725133653.pdf](#)
922K

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Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

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< Marian Gibson Job Offer Letter 7-14-16.pdf>
< MarianGibson_20160712_Application.pdf>
< Exhibit_A_VillageAdministratorJobDescription 7-11-16.docx>

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Mon, Jul 25, 2016 at 6:21 PM

Yes,
Please extend an offer to Marion Gibson for the position of Village Administrator.
Thank you.

Sent from my iPhone
[Quoted text hidden]

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Mon, Jul 25, 2016 at 8:28 PM

Will do

Sent from my iPhone

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Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Wed, Aug 10, 2016 at 5:24 PM

Ashleigh,

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Please do not hesitate to call me at 630-903-2480 if you have any questions.

Thanks!

Mike

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On Jul 18, 2016, at 5:19 PM, Ashleigh Spacht <ashleigh.spacht@villageofelwood.com><mailto:ashleigh.spacht@villageofelwood.com>> wrote:

Mr. Tillman,

Please feel free to call me Ashleigh. Thank you for your prompt response to the revisions. No problem at all with the minor references to fire services. I see no reason to reinvent the wheel, so I more than understand if you modified a fire contract to work in this setting. I will let you know what I hear from the auto insurance, and I have sent this most recent copy of the contract over to our attorney for his revision.

I will keep you posted when I hear something.

Thank you,

Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
Fax: (815) 423-6861

[Quoted text hidden]
MTillman@norcomm911.com<mailto:MTillman@norcomm911.com>> wrote:
[Quoted text hidden]
mailto:ashleigh.spacht@villageofelwood.com]
[Quoted text hidden]
MTillman@norcomm911.com<mailto:MTillman@norcomm911.com>>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com<mailto:mayor.offeran@villageofelwood.com>>
[Quoted text hidden]
Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
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MTillman@norcomm911.com<mailto:MTillman@norcomm911.com>> wrote:
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Ashleigh Spacht
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< Marian Gibson Job Offer Letter 7-14-16.pdf>
< MarianGibson_20160712_Application.pdf>

< Exhibit_A_VillageAdministratorJobDescription 7-11-16.docx>

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Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
To: "Tillman, Mike" <MTillman@norcomm911.com>

Thu, Aug 11, 2016 at 2:23 PM

Mike,

Please see the breakdown/schedule of bi-weekly employee contributions for health insurance (including dental) as follows:

Employee Only \$138.49

Employee & Spouse \$159.17

Employee & Family \$159.17

Employee & Spouse (waiving dental) \$147.26

Please let me know if you need any additional information.

Thank you,

Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
Fax: (815) 423-6861

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**Bill Offerman <mayor.offerma@villageofelwood.com>****Municipal Management Services, Inc. Correspondence**

4 messages

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Wed, Jul 13, 2016 at 8:27 PM

To: rlgmtg@gmail.com

Cc: Mayor Offerman <mayor.offerma@villageofelwood.com>

Mrs. Gibson,

Please see the attached letter submitted to Municipal Management Services, Inc.

If you have any questions, kindly contact myself or the Mayor.

Thank you,

Ashleigh Spacht

Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Direct Line: (815) 424-1074

Fax: (815) 423-6861

**3016-07-13 - Request of Hire - Marian Gibson - Village Administrator.pdf**

3105K

Marian T. Gibson <rlgmtg@gmail.com>

Thu, Jul 14, 2016 at 8:47 AM

To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>, mayor.offerma@villageofelwood.com

Ms. Spacht,

First, please call me Marian. Thanks so much for working on this and forwarding me the information. Since I am going on vacation for 10 days, I have decided to turn in my resignation to the Village of Berkeley today or tomorrow. I anticipate providing them with one month's notice that will begin when I return. Therefore, my first day in Elwood would be August 29. I hope to spend at least a half day a week in Elwood when I return from vacation. It is my intent to coordinate these days with your schedule as I have at least a million questions and much to learn about critical topics.

I am very excited about working with everyone in Elwood and am impressed with the progressive vision that the Mayor has conveyed.

Sincerely,

Marian

From: Marian T. Gibson [mailto:rlgmtg@gmail.com]
Sent: Thursday, July 14, 2016 8:25 AM
To: Marian Gibson <mgibson@berkeley.il.us>
Subject: Fwd: Municipal Management Services, Inc. Correspondence

Marian T. Gibson, ICMA-CM

Email RLGMTG@gmail.com

Begin forwarded message:

From: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Date: July 13, 2016 at 8:27:47 PM CDT
To: rlgmtg@gmail.com
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>
Subject: Municipal Management Services, Inc. Correspondence

[Quoted text hidden]

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Thu, Jul 14, 2016 at 9:38 AM

To: "Marian T. Gibson" <rlgmtg@gmail.com>
Cc: Mayor Offerman <mayor.offeran@villageofelwood.com>

Marian,

First and foremost, welcome to the Village of Elwood! I am greatly looking forward to working with you, and am happy to accommodate anything you may need before officially starting in late August. I have begun compiling documents and information that I feel are important to keep you well-informed of as you transition into the Village Administrator position here in Elwood. In addition to gathering essential information, I will also be arranging and preparing our facilities for your arrival. Over the course of the next month, I will be reaching out to you from time to time to clarify your preferences on items as they come up. My goal is to have you as close to fully set-up as possible by mid August, so when you do begin full-time the transition will be a smooth one.

If there is anything I can do to make this upcoming move easier for you, please do not hesitate to reach out to me. My cell phone number is (779) 435-0084, call anytime.

I am eagerly anticipating this exciting new chapter for both yourself and for the Village of Elwood!

Thank you,

Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011

Fax: (815) 423-6861

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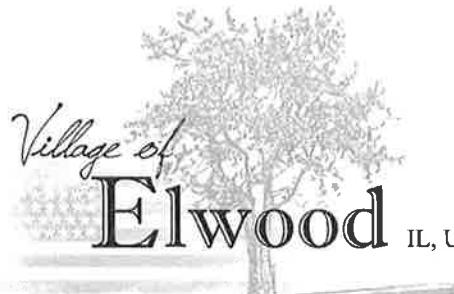
Marian T. Gibson <rlgmtg@gmail.com>
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Cc: Mayor Offerman <mayor.offerma@villageofelwood.com>

Sun, Jul 17, 2016 at 11:35 AM

Ashleigh, thanks for the welcoming email. I have a lot going on right now and appreciate you gathering information for me. I'm sure you have put together the budget, personnel manual, the zoning code, organizational chart, audit, capital improvement plan and other documents that will provide insight for me. While I am familiar with the area I am certainly not as familiar with Elwood. I see a detailed tour in our future.

I have still not been able to meet with my current mayor I am hopeful we can get together on Monday. I certainly appreciate your attention to detail and look forward to meeting you.

Marian T. Gibson, ICMA-CM
Email RLGMTG@gmail.com
[Quoted text hidden]



July 13, 2016

Municipal Management Services
Attn: Mr. Michael Tillman
395 West Lake Street
Elmhurst, IL 60126

RE: Request to Fill the Position of Village Administrator

Vice President Tillman,

The Village of Elwood is requesting the assistance of your company, Municipal Management Services, to fill the open position of Village Administrator. Specifications of the position, and associated benefits are as follows:

Title: Village Administrator

Salary: \$90,000 per year

Status: Full-Time Exempt Employee

Hours of Work

- Monday through Friday
- 8:30AM – 5:00PM
- Obligatory attendance at meetings outside of standard operating hours, multiple times a month.
- Required to respond incase of emergency on a 24-hour basis.

Paid Time Off

- Twenty-Five (25) Vacation Days
- Four (4) Personal Days
- Eight (8) Sick Days

Paid Holidays Off

NOTE: If one of the holidays listed below falls on a Saturday, it is observed on the preceding Friday. If the holiday falls on a Sunday, it is observed on the following Monday.

• New Year's Day	• Veteran's Day	• Christmas Day
• Presidents' Day	• Thanksgiving Day	• New Year's Eve Day
• Memorial Day	• Day After	(½ day)
• Independence Day	Thanksgiving	
• Labor Day	• Christmas Eve	



Insurance Benefits

As offered through Municipal Management Services, Inc.

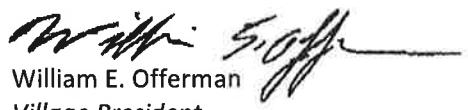
Retirement Benefits

401K as offered through Municipal Management Services, Inc.

Miscellaneous Benefits

- Provided designated use of a Village of Elwood municipal vehicle.

Thank you,



William E. Offerman
Village President

Company Name	Contract Description	Annual	Monthly	Payment
		Contract Cost	Contract Cost	Terms
Illinois Municipal Retirement Fund	IMRF Employer Contribution Rate = X%	X% of Payroll	X% of Payroll	Bi-Weekly
Dearborn National Life Insurance	Accidental Death and Dismemberment			Monthly
Blue Cross Blue Shield of Illinois				Monthly
Dearborn National Life Insurance				Monthly
Principal Life Insurance				Monthly
ESRI (Environment Systems Research Institute)	GIS Mapping			
Municipal Management Services	Village Administrator Annual Contract			Monthly
Julie One Call	Julie Digs Contract for Locates			
Ottoson Britz Law Firm	Retainer for Village Legal Expenses			Monthly
Baxter and Woodman	Village Engineer Annual Contract			
Baxter and Woodman	Monthly GIS Data Storage Fee	\$3,000.00	\$250.00	Monthly
ArcGIS Mobile	Annual Licensing for 5 Mobile Users	\$2,500.00	\$1,250.00	Annualy
Verizon Wireless	Cell Phone, Mobile Hotspot, Data Devices, etc.			Monthly

Account Name	Notes						
IMRF Retirement							
AD&D							
Employee Group Insurance							
Life Insurance							
Employee Group Insurance							
Workers' Compensation							
Employee Group Insurance							
Professional Services							
Operating Contracts							
Legal							
Professional Services	*FY18 New Contract/Annual Expense: Baxter and Woodman estimated the contract cost.						
	*FY18 New Contract/Annual Expense: Baxter and Woodman estimated the contract cost.						
Telephone	*Neeed to account for an additional 3 iPads with data usage for GIS tracking.						



Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Municipal Management Services Contract - Village Administrator

1 message

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Mon, Jul 18, 2016 at 3:25 PM

To: Tom Gilbert <tgilbert@ottosenbritz.com>

Cc: John Motylinski <jmotylinski@ottosenbritz.com>

Tom,

Please see the attached contract that Mike Tillman has provided the Village for the Administrator position. I will forward you my corrections that I passed along to him via email. Most of them are references to the fire service that need to be removed.

Thanks!

Ashleigh Spacht

Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011

Fax: (815) 423-6861



MMS - Village of Elwood- Village Administrator Agreement DRAFT 7-15-16 (003).docx

129K



MUNICIPAL MANAGEMENT SERVICES,
INC.

**PERSONNEL SERVICES CONTRACT
FOR THE
Village of Elwood**

August 1, 2016 through July 31, 2017

This Agreement made and entered into this 1st day of August 2016, by and between Municipal Management Services, Inc., an Illinois Corporation, (hereafter referred to as "Contractor"), and the Village of Elwood, an Illinois Municipal Corporation (hereinafter referred to as "Village"), together the Contractor and the Village are collectively referred to as the "parties").

WHEREAS, the Contractor is in the business of furnishing personnel to municipalities for various positions;

WHEREAS, the Village provides municipal services for residents of the Village:-

WHEREAS, the Village wishes to out-source its Village Administrator position on an independent contractor basis in order to obtain the Contractor's services for Administration and Management of Village, and the Contractor wishes to provide such services on an independent contractor basis to the Village (the "Assignment"); and

WHEREAS, as used in the Agreement, the terms "personnel" and "employees" mean the Contractor's employees placed with the Village pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties agree as follows:

ARTICLE 1: Term.

The term of this Agreement shall be for a period of one (1) year commencing August 1, 2016 and ending July 31, 2017 ("Initial Term") unless cancelled earlier by written notice by either party or terminated by written notice of a breach of this Agreement or operation of law, in which case this Agreement will terminate immediately on the date of the written notice, unless such early cancellation or termination would give rise to liability to either party under the federal or state laws known as WARN Acts or similar laws, in which case such cancellation or termination shall be delayed so the parties can provide appropriate notices or take other steps to avoid liability under such laws as allocated under this Agreement or by operation of law. The Initial Term of this Agreement shall automatically renew for subsequent sixty (60) day terms ("Subsequent Terms) unless earlier terminated by written notice by either party sixty (60) days before the end of either the Initial Term or any Subsequent Term or written notice of a breach by either party or by operation of law or unless a new agreement is executed by the parties.

ARTICLE 2: Cancellation.

Either party to this Agreement may cancel this Agreement without cause upon providing the other party sixty (60) days' written notice prior to the expiration of the Initial Term or any Subsequent Term and this Agreement and the parties' obligations thereunder shall end at the end of such sixty (60) notice period. If one party shall commit a material breach of this Agreement, the other party shall provide a detailed written statement of the claimed material breach. The allegedly breaching party shall have five (5) business days to cure such breach, if curable, unless residents' safety forms the basis, in whole or in part, of the material breach, in which case, the breach must be cured within forty-eight (48) hours of notice of the breach. The acceptance of such cure shall not be unreasonably withheld. Where the cure has not been accepted, the Contractor shall have an opportunity to be heard by the Village's Board of Trustees or similar entity before any decision on termination or cancellation is made. Where the cure has not been accepted and opportunity to be heard has occurred, this Agreement shall terminate on the expiration date of the cure period or any extension given on the basis of the opportunity to be heard, unless the parties agree that additional time is necessary to ensure an orderly transfer of Village Administrator position service to ensure the safety of the citizens of the Village, but in no event shall such additional time extend for more than 30-days without agreement of both parties.

Upon termination of this Agreement, the Village's sole obligation to the Contractor shall be to remit any outstanding payments owed to the Contractor for services rendered up to and including the expiration date.

ARTICLE 3: Personnel Provided.

The Contractor shall utilize its best efforts to provide personnel identified below with the required skills, experience, and other qualifications for the Assignment, including but not limited to recruiting, interviewing, any applicable testing, performing background checks, selecting, hiring, disciplining, controlling, directing and terminating the personnel that it furnishes pursuant to this Agreement;

However, in no event does the Contractor guarantee the qualifications or fitness of any personnel provided by the Contractor for any particular purpose and in fact disclaims such guarantee, liability, or warranty to the fullest extent permitted by law.

- a. The Contractor shall provide one (1) full-time Village Administrator to the Village. The Village Asministrator shall be scheduled to work

40-50 hours per week as a Village Administrator. The Village Administrator shall operate under the direction and supervision of Contractor and in consultation with the Village Board of Trustees and Mayor.

- b. The Contractor shall assign replacement personnel, to be chosen in Contractor's discretion, to the Assignment in the event of illness, or any other event that causes long-term the absence of the regularly assigned Village Administrator. The Contractor shall take the same best efforts to ensure that replacement personnel have the same necessary qualifications that Contractor requires of the regularly assigned Village Administrator.
- c. If the employment of any assigned Contractor's employee is terminated with Contractor, the Contractor shall immediately notify the Village's Board of Trustees and Mayor and the Contractor shall provide a suitable replacement.
- f. Prior to beginning work on the Assignment, the Contractor shall take reasonable measures to require that all assigned personnel shall attend Contractor's orientation program at Contractor's facility and at Contractor's expense.
- i. Personnel provided pursuant to this Agreement shall be required to meet the Essential Duties, Job Functions, and possess the required Knowledge, Skills, Abilities and Minimum Qualifications as described in Exhibit A of this Agreement.
- k. The Village shall be solely responsible to provide Contractor's employees with use of the Village's facilities and vehicles while on duty so that Contractor's employees shall have ready access to perform its Assignment.

ARTICLE 4: Selection of Personnel.

In order to ensure the orderly and safe operation of Village pursuant to this Agreement and consistent with all legal authority, the provision and selection of personnel shall be as follows:

- a. The Village may request the Contractor to no longer assign any given Contractor's employee to the Village for any legal reason. Such request shall be made in writing and shall detail the reason(s) for the request. Upon receipt of such request, the Contractor shall conduct an immediate review and, after such review, if reassignment is deemed appropriate, Contractor shall make the

determination as to whether or not to replace its employee with another qualified employee and shall provide a permanent replacement within a reasonable period. All temporary and permanent replacement Contractor's employees shall be selected in accordance with the foregoing provisions of this Agreement. However, the power to hire and terminate personnel shall at all times reside with the Contractor.

- b. The Contractor shall conduct drug screenings and background checks on personnel assigned to perform services under this Agreement which may include a criminal screening to the extent permitted by law. To the extent that additional pre-employment testing or screening is requested by the Village or required by law, the Contractor will be solely responsible for implementing such pre-employment screening, and employment term screening, and will assemble all other required documentation for each applicant or personnel. The Contractor will furnish a true and correct copy of the results of the tests, screens, and all other required documentation, if requested, to the Village. The Contractor warrants that it has or will lawfully obtain all such tests, screens and other documentation and that it is authorized to furnish it under the terms of this Agreement.
- c. Contractor shall solely be responsible for recruiting, interviewing, testing, performing background checks, drug screenings, selecting, hiring, disciplining, controlling, directing and terminating the personnel that it furnishes pursuant to this Agreement.

ARTICLE 5: Duties.

In order to ensure the orderly and safe operation of Village pursuant to this Agreement and consistent with all authority, the duties of Contractor's personnel shall be as follows:

- a. Contractor's regular and replacement personnel employees assigned shall perform Village Administrator duties and any related operational matters as assigned by the Contractor in consultation with the Village's Board of Trustees or Mayor and in accordance with the job description contained in Exhibit A. All regular and replacement personnel serve under the supervision of the Contractor in consultation with the Village's Board of Trustees or Mayor. Operational matters exclude employment and disciplinary related matters which shall be under the purview of Contractor; personnel shall report to Contractor for all employment and disciplinary related matters of its employee.

-
- b. Contractor will maintain employment, training and certification records for Contractor's employees assigned to the Village.

ARTICLE 6: Consideration.

- a. Year 1: In consideration for the services to be provided by Contractor to the Village pursuant to the provisions of this Agreement, the Village will pay Contractor the total sum of \$114,036.00 payable in twelve monthly installments of \$9,503.00, due and payable on the 15th day of each month, commencing August 1st, 2016, subject to adjustment pursuant to the terms of this Agreement.

If the Village Administrator opts to enroll in the Contractor's Health Benefit Package, Contractor shall charge an additional annual fee described below based on the health insurance package that is chosen by its employee:

• Silver Employee Only	\$8,012.54
• Silver Employee + 1	\$18,786.34
• Silver Family	\$28,495.70
• Gold Employee Only	\$8,740.08
• Gold Employee +1	\$20,450.22
• Gold Family	\$30,926.54

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-
-
- d. The parties agree that the fees set forth in Article 6(a) are based on their assumption that the personnel assigned to the Village will work the hours set forth in Article 3(a). If compensation to assigned personnel should vary during the term of this Agreement, the parties agree to re-negotiate the fees in good faith to reach a fair price that compensates Contractor for any increased costs (including but not limited to contributions to Contractor's Profit Sharing 401(k) plan and health insurance premiums) as well as a reasonable administrative fee.
- e. The Contractor shall be solely responsible for:
 - i. Compensating and providing the employment benefits set forth in this Agreement, if any;
 - ii. Making all required deductions from compensation paid to the personnel and timely remitting such deductions and any required contributions from the Contractor to the appropriate government agency as required by law;

- iii. Complying with all applicable federal, state and local laws and regulations regarding the employment of such personnel.
- iv. The Contractor will properly and timely file all required reports and other information with the Internal Revenue Service, Social Security Administration, and all applicable state and local tax agencies.
- v. The Contractor's personnel and employees shall not be entitled to participate in any of the Village's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs and agreements, whether reduced to writing or not.
- vi. The Contractor will use its best efforts to ensure that each personnel assigned to the Assignment will be at least 18 years of age and either a United States citizen or an individual lawfully entitled to perform work. The Contractor shall be solely responsible for any audits, fines or other penalties resulting from its failure to fulfill the obligations of this paragraph and shall defend, protect, and hold harmless the Village, to the extent permitted by law, from such audits, fines or penalties described above.
- vii. The Village will promptly advise the Contractor in writing of any billing dispute or any other problem. The Village and the Contractor will identify and attempt to promptly resolve all billing disputes through face-to-face meetings between the Village and the Contractor's representative in charge of this account. If the parties are unable to resolve the dispute through face-to-face meetings, the parties agree to submit the dispute to a mediator agreed upon by the parties or in accordance with the rules of the JAMS, with each party bearing half of the mediation costs. The Village will pay the undisputed portion of billable transactions as set forth above.
- viii. The Contractor and the Village will promptly furnish to the other party such information that such other party may request to enable each of them to analyze the services and the activities of the other party and the personnel involved in the dispute.

ARTICLE 7: Limitation of Authority.

Contractor and its employees shall have the authority to provide services under this Agreement, make and implement day-to-day decisions that are necessary in the performance of its obligations herein, and render directions to all third parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall Contractor or its employees assigned to Village pursuant to this Agreement have the right or authority, express or implied, to commit, bind or obligate the Village contractually or otherwise to any liability or agreement or to cause the Village to incur any obligation to any third party without the approval of the Village's Board of Trustees via a resolution or ordinance.

The parties agree that they shall not use the name, trademarks, or service marks of the other party for the purposes of advertising, sales promotion or other similar purposes without the prior written approval of the other party. Neither the Contractor nor the Village shall publicly announce or disclose the terms and conditions of this Agreement without the prior written approval of the other party, absent a legal obligation to do so or pursuant to a subpoena or legal process.

ARTICLE 8: Equipment.

In order to ensure the orderly and safe operation of Village consistent with all legal authority, the Village shall supply a Village owned vehicle for all regular and replacement personnel. The Village will be responsible for all repairs, insurance, maintenance and any other direct or indirect costs of Village vehicles. The vehicle, and any other equipment assigned to Contractor's employee, and all direct or indirect costs thereof shall not be a separate charge incurred by Contractor under this Agreement; the costs thereof have been taken into account by Contractor in setting forth the consideration in Article 6, and is inclusive of the consideration set forth in Article 6.

ARTICLE 9: Insurance.

Contractor shall provide:

- a. **Workers Compensation Insurance.** Contractor shall purchase, and upon request shall provide evidence that it has secured workers' compensation insurance for its employees in amounts required by Illinois law.
- b. **Professional and General Liability Insurance.** Contractor shall purchase, and upon request shall provide evidence that it has secured, for itself and its employees, professional and general liability insurance with a single limit of \$1,000,000 (one million

dollars), and additional aggregate coverage of at least \$10,000,000 (ten million dollars).

- d. **Non-Owned, Owned and Hired Automobile Insurance.** Both Contractor and Village shall purchase, and upon request shall provide evidence that they have secured, coverage for Contractor and Contractor's employees for occurrences arising while Contractor's employees are driving Village's vehicles, with a minimum single limit of \$1,000,000 (one million dollars) per occurrence, and additional aggregate coverage of at least \$2,000,000 (two million dollars). It is expressly understood and agreed by the parties that while an employee of Contractor is driving a vehicle owned by the Village, the Village's insurance shall be primary.
- e. To the extent permitted by law, if the Village has insurance or coverage that directly or indirectly covers the acts or omissions of the Contractor or its personnel in connection with their performance pursuant to this Agreement, the Village shall provide the Contractor with a certificate of insurance or other proof of coverage acceptable to the Contractor, and the Village agrees to cooperate in causing the Contractor and its personnel to be additional insured under such insurance or coverage, and immediately notify the Contractor in the event such insurance or coverage lapses, expires, or is otherwise terminated.

ARTICLE 10: Administration.

- a. The Contractor shall be responsible for processing all reports, as required under federal, state, resource hospital, or Village rules and regulations.
- b. If this Agreement or any provision or report prepared in accordance with this Agreement is subject to or requested by any governmental agency, the Contractor shall have primary responsibility for complying with such request and shall truthfully respond to all agency requests, with notice to the Village, to the extent such notice is permitted by law or the applicable agency, and the Contractor shall preserve such books and records, at a minimum, for the legally required time period.
- c. The Contractor shall keep adequate original records at the Contractor's principal place of business to allow the Village and its agents to obtain information regarding the personnel furnished and services rendered under this Agreement. The Village and its agents shall have the right to inspect such records and shall be

given access to such records at any reasonable time upon the Village's request. This provision shall survive the termination of this Agreement. The Contractor shall maintain the records pertaining to the services rendered upon the behalf of the Village, at a minimum, during the term of this Agreement and for the legally required period.

ARTICLE 11: Relationship of the Parties.

- a. Notwithstanding anything to the contrary in this Agreement or elsewhere, the Contractor is an independent contractor with respect to the Village. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Village and/or the Village's employees. No one connected with the Contractor, except in a writing signed by the chief executive of the Contractor, has any authority to make any binding promises or agreements contrary to the foregoing.
- b. Contractor's employees shall be, for all purposes, bona fide employees of Contractor and not of Village. Except as otherwise provided in this Agreement, all employment-related costs, benefits and expenses arising out of the relationship between Village and Contractor, including, but not limited to wages, state, local and federal taxes, benefits, insurance premiums, and contributions to insurance, pension, or other deferred compensation plans, including Social Security, unemployment insurance and workers' compensation obligations, shall be the sole responsibility of Contractor. Contractor's employees shall also be subject to all personnel policies and regulations applicable to Contractor's employees generally, including time off with or without pay and leaves of absence, including under the Family and Medical Leave Act or any similar state law. While Contractor's employees are providing services hereunder, the Village shall be responsible for maintaining a safe, healthy and non-discriminatory working environment in compliance with all applicable federal, state and local laws, regulations and ordinances. The Contractor and the Village agree that the Contractor is an independent contractor and shall be liable for its own actions. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined in this Agreement. The Contractor, including its employees, shall not be considered, entitled or eligible to participate in any benefits or privileges given or extended by the

Village or be deemed an employee of Village for any purposes, including but not limited to, for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions not specifically provided for in this Agreement. The Contractor shall retain the exclusive right to hire, discipline, compensate and terminate its employees pursuant to the Contractor's policies and procedures and consistent with the terms of this Agreement.

ARTICLE 12: Compliance with Law.

The parties agree to use their best efforts to adhere to all county, state and federal rules, regulations, codes, ordinances, and charters as they may apply to fire protection and emergency medical services, including but not limited to the following:

- a. **State of Illinois Anti-Discrimination Laws (775 ILCS 5/101/ et. seq.).** In carrying out the performance required under this Agreement, the parties agree to use their best efforts to comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Contractor's deliberate, willful, or repeated failure to comply with all applicable provisions of the Illinois Human Rights Act, as determined by the Illinois Human Rights Commission or a court of competent jurisdiction, including specifically, provisions related to sexual harassment, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts with the Village or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation; provided that the provisions for the termination of this Agreement shall be followed, Contractor is given a thirty (30) day period in which to cure any non-compliance or violations, and an opportunity to be heard by the board of trustees of the Village or similar entity has been given given.
- b. **Drug-free Workplace Act (30 ILCS 580/1, et. seq.).** All parties must comply with all of the provisions of the Drug-free Workplace Act, which are applicable to the Contractor. Knowing or repeated false certification or violation of the requirements of the Drug-free Workplace Act as determined by the Village's Board of Trustees or similar entity may result in sanctions including, but not limited to, termination of this Agreement.

- c. **Freedom of Information Act (5 ILCS 140/1 et. seq.).** Applications, program reports and other information obtained by the Fire Protection Village pursuant to this Agreement shall be administered in accordance with the Freedom of Information Act.
- d. **Educational Loan Default Act (5 ILCS 385/3).** The Contractor certifies that this Agreement is not in violation of the Educational Loan Default Act prohibiting certain contracts to individuals who are in default on an educational loan.
- e. **Americans with Disabilities Act.** As a condition of receiving this Agreement, the Contractor certifies that services and activities provided under this Agreement comply and will continue to comply with The Americans with Disabilities Act (hereinafter "ADA") (42 U.S.C. 12101 et. seq.) and the regulations there under (28 CFR 35.130).

The Village shall not require the Contractor to perform any act which is contrary to the aforesaid and the Contractor shall use its best efforts to prohibit its employees from performing any act which violate the aforesaid acts and will take prompt remedial action to rectify or resolve any such violations.

The Contractor shall maintain all such licenses and all others as may be required by law during the term of this Agreement and will furnish a copy of each license and license renewal to the Village upon request. For purposes of any defenses or immunities to claims and liabilities to third parties that the Village and/or its employees may be entitled under applicable laws, the parties agree that, to the extent permitted by law, the Contractor will be deemed the agent of the Village or standing in the shoes of the Village with respect to such defenses and immunities available to the Village.

ARTICLE 13: Indemnification.

It is expressly understood and agreed that each party shall, to the extent permitted by law, defend, indemnify, save, and hold harmless the other, its affiliates, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from death, illness, physical injuries or property damage to any third party or the other party's present and former agents, officers, volunteers, and employees, including but not limited to any and all employment-related causes of action, attributable to the negligent acts or omissions of the other party, its agents, officers, and employees while engaged in the performance of duties under this Agreement . In addition, Village shall, to the extent permitted by law, defend, indemnify, save, and hold harmless Contractor, its affiliates, successors

and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) attributable to the directions of the Village's Board of Trustees or Mayor, its agents, officers, and employees while engaged in their functions as Board of Trustees or Mayor.

No party shall have any obligation under this Article 13 with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct of the other party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such party's gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified party shall immediately refund such monies and expenses paid pursuant to this Article.

Neither party shall be obligated to indemnify the other party for any claim or liability: (a) involving a claim by one party against the other party; (b) to the extent prohibited by law; (c) to the extent the party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a party is not in breach of its indemnification obligations hereunder, no party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent, of the party providing such indemnification.

Notwithstanding the above paragraph, neither party shall be liable to the other for indemnification for, and each party hereby releases the other from, any liability for punitive, exemplary and consequential damages which may be suffered by such party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed under Article 6 shall not be deemed excluded damages.

This indemnification obligation shall be deemed to contractual in nature and shall survive any termination of this Agreement.

ARTICLE 15: Confidentiality.

Trade secrets and confidential information that may be received by any party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing party and shall be kept confidential by the party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each party agrees to surrender to the disclosing party any and all trade secrets, confidential information, material or tangible items

or written information supplied by the disclosing party. The obligations of this Article will survive the termination or expiration of this Agreement.

ARTICLE 16: Publicity.

The Contractor shall not without the prior written consent of the Village: (a) refer to, identify, or use the name or any trade name or trademark of the Village or any of its employees in any advertising or communications to the public by the Contractor made in any form; (b) make publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising regarding the Village or any of its employees, this Agreement, the services or any related activities, or (c) take any photographs, video or other recordings of the property of the Village or any of its employees.

ARTICLE 17: Non-Solicitation Agreement.

The parties agree that neither party shall knowingly directly or indirectly solicit the other party's personnel for employment during the term of this Agreement and for a period of six (6) months after this Agreement ends for any reason without prior written approval from the other party. This does not preclude either party from hiring personnel when personnel terminated their employment without solicitation of the other party and directly approaches the other party for employment.

ARTICLE 18: Force Majeure.

Neither party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitations, acts of God or public enemy, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall promptly notify the other party of such event and use reasonable efforts to remedy its inability to perform.

ARTICLE 19: Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 20: Notices

All notices provided for or permitted herein shall be in writing and shall be delivered personally sent by a national overnight courier service, or sent by United States certified or registered mail, postage prepaid, return receipt

requested, directed to the parties at the following addresses or to such address as any party shall designate by notice delivered or sent in the above manner. If a notice is sent by mail, it shall be deemed to have been received by the addressee two (2) days after the post marked date which it bears.

Contractor:	Michael G. Tillman Vice President Municipal Management Services, Inc. 395 West Lake Street Elmhurst, Illinois 60126
Village:	Mayor William E. Offerman Village of Elwood 401 E. Mississippi Street Elwood, IL 60421

ARTICLE 21: Entire Agreement and Assignment.

This Agreement contains the entire agreement and understanding between the parties in regard to the subject matter hereof; it supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; and this Agreement is not subject to modification, alteration or amendment, except by further written Agreement signed by all parties. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the party against which the waiver is asserted

The Contractor may use sub-contractors to provide the personnel necessary to its obligations under this Agreement; provided that the Contractor agrees that it will require its sub-contractors and agents to make the same covenants and agreements contained in this Agreement. Subject to the preceding sentence, neither the Contractor nor the Village may assign this Agreement or its obligations without the other party's prior written consent that shall not be unreasonably withheld, provided that the Contractor may utilize the employees or contractors of third parties to provide the Village with qualified personnel without obtaining the prior written consent of the Village. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

ARTICLE 22: Governing Law.

This Agreement and the parties' relationship shall be construed in accordance with, and governed by the laws of the State of Illinois without regard to applicable conflict of law principles. In the event of any dispute between the parties, the prevailing party shall be entitled to its reasonable attorney fees and

costs. All disputes relating to or arising out of this Agreement or the parties' relationship shall be resolved exclusively in the federal and state courts located in the County of DuPage, Illinois, and the parties hereby waive all objections to personal jurisdiction, venue, or *forum non-conveniens* therein.

ARTICLE 23: Severability.

If any portion of this Agreement is determined to be invalid by subsequent passage of law or court interpretation, the court or other tribunal may "blue pencil" or revise said portion so that it is enforceable to the fullest extent permitted by law or, if such revision is deemed impermissible, that portion shall be removed from this Agreement. Where there is no "blue penciling", the parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the parties. In the event the parties are not able to mutually agree on modification of the problematic provision, then either party may terminate this Agreement upon thirty (30) days written notice to the other party if the terminating party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws. All other portions of this Agreement not modified pursuant to this article shall remain in full force and effect.

ARTICLE 24: Authority.

The Contractor represents that this Agreement is executed pursuant to approval of its President, and the Village represents that this Agreement is executed pursuant to resolution of its Board of Trustees.

ARTICLE 25: Headings.

The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 26: HIPAA Privacy and Security.

Contractor's employees on-site at Village may receive or have access to protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. 160.103 and any amendments thereto. Village acknowledges that Contractor's employees on-site shall be designated and treated by Village as a member of Village's workforce rather than as a business associate under the standards for privacy of PHI under HIPAA. As allowed under HIPAA, Village makes this workforce designation because it has determined: Contractor's on-site employees shall have his/her primary duty stations on-site at Village; Contractor's on-site employees for purposes of PHI will be under the direct control of Village; Contractor's on-site employees do not have access to,

receive, or transmit PHI outside of Village's managed technology service systems, or create or maintain PHI in the performance of services under this Agreement.

At any time one of the aforementioned factors ceases to exist, the parties shall re-evaluate the workforce member designation. If the parties determine that the workforce member designation is no longer applicable and a business associate agreement (BAA) is necessary, the parties shall enter into a BAA within thirty (30) days of such determination containing terms and conditions the parties mutually require and compliant with HIPAA and until a BAA is executed, Contractor's employees shall not have any access to PHI.

The parties acknowledge that Contractor and its employees located off-site do not have access to receive, or transmit PHI, or create or maintain PHI in the performance of services under this Agreement. If any off-site employees of Contractor need access to PHI, Contractor shall provide written notice of same to Village whereupon the parties shall have thirty (30) days from date of notice within which to enter into a BAA containing terms and conditions the parties mutually require and compliant with HIPAA.

Village has relied on the definitions of workforce member and business associate in 45 CFR 160.103 in effect as of the execution date of this Agreement and on sub-regulatory guidance issued by the federal Office of Civil Rights. If at any time the definitions or sub-regulatory guidance are modified such that the on-site employees can no longer be designated as workforce members, Village may terminate the workforce member designation upon ninety (90) days' prior written notice to Contractor. Until a BAA is executed, Contractor's on-site employees shall not have any access to PHI and the Parties shall attempt to negotiate and enter into a BAA containing terms and conditions the Parties mutually require and compliant with HIPAA.

As members of Village's workforce, the Contractor's on-site employees shall: abide by Village's written HIPAA policies and procedures, subject to the limitations set forth below; carry out their obligations necessary for the performance of services in compliance with HIPAA as a workforce member; and attend Village's HIPAA trainings.

Contractor's on-site employees shall also undergo Contractor's HIPAA training.

IN WITNESS WHEREOF: the parties have executed this Agreement to be effective on the date first stated above.

Village of Elwood

William Offerman, Mayor

Date

MUNCIPAL MANAGMENT SERVICES, INC.

Michael G. Tillman, Vice President

Date



Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Municipal Management Services

5 messages

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
To: Julie Friebele <julie.friebele@villageofelwood.com>

Mon, Jul 18, 2016 at 3:10 PM

Agenda Item:

Municipal Management Services, Inc. Personnel Services Contract for the Position of Village Administrator

Sent the changes that need to be made this morning, waiting for the revised copy to be sent now.

Thank you,

Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
Fax: (815) 423-6861

Julie Friebele <julie.friebele@villageofelwood.com>
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Mon, Jul 18, 2016 at 4:02 PM

Hmmmm I did not receive changes that need to be made this morning, maybe sent to someone else?

Anyway the revised agenda is attached.

Thanks,

Julie

From: Ashleigh Spacht [mailto:ashleigh.spacht@villageofelwood.com]
Sent: Monday, July 18, 2016 3:10 PM
To: Julie Friebele <julie.friebele@villageofelwood.com>
Subject: Municipal Management Services

[Quoted text hidden]

 **07-20-2016 Village Board Agenda.pdf**
241K

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
To: Julie Friebele <julie.friebele@villageofelwood.com>

Mon, Jul 18, 2016 at 4:04 PM

I was referencing the agenda item and supporting documentation specifically.

I sent the changes that need to be made to the contract for Municipal Management Services to their CEO this morning.

I am waiting for the revised copy to be sent from their company.

Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
Fax: (815) 423-6861

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<07-20-2016 Village Board Agenda.pdf>

Julie Friebele <julie.friebele@villageofelwood.com>
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Mon, Jul 18, 2016 at 4:16 PM

Oh ok that makes sense. I will hold off sending the package for a few more minutes.

From: Ashleigh Spacht [mailto:ashleigh.spacht@villageofelwood.com]
Sent: Monday, July 18, 2016 4:04 PM
To: Julie Friebele <julie.friebele@villageofelwood.com>
Subject: Re: Municipal Management Services

[Quoted text hidden]

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
To: Julie Friebele <julie.friebele@villageofelwood.com>

Mon, Jul 18, 2016 at 4:25 PM

I do not anticipate it will be completed today.

Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood

401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
Fax: (815) 423-6861

[Quoted text hidden]



Bill Offerman <mayor.offeran@villageofelwood.com>

Municipal Management Services, Inc Personnel Services Contract

1 message

Julie Friebel <julie.friebel@villageofelwood.com>

Thu, Jul 21, 2016 at 11:16 AM

To: ashleigh.spacht@villageofelwood.com

Cc: mayor.offeran@villageofelwood.com

Hi,

Attached is the Municipal Management Services, Inc Personnel Services Contract signed by the Mayor.
(Hard copy is in your inbox)

When signed by Municipal Management Services please supply me with a copy for records.

Thank you,

Julie Friebel

Village Clerk

Village of Elwood

401 E. Mississippi Avenue

Elwood, IL 60421

815-424-1079 Fax. 815-423-6861



Municipal Management Services, Inc. Personnel Services Contract.pdf

908K



Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Fwd: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

5 messages

Tom Gilbert <tgilbert@ottosenbritz.com>

Thu, Aug 11, 2016 at 5:49 PM

To: Mayor Offerman <mayor.offeran@villageofelwood.com>, Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>, "Marian T. Gibson" <rlgmg@ gmail.com>

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone

----- Original message -----

From: Tom Osterberger <tosterberger@kgllc.com>

Date: 8/11/16 5:36 PM (GMT-06:00)

To: Tom Gilbert <tgilbert@ottosenbritz.com>

Cc: Ian McDonald <imcdonald@northpointkc.com>

Subject: Fwd: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Tom. Here are reservations.

Sent from my iPhone

Begin forwarded message:

From: Ian McDonald <imcdonald@northpointkc.com>

Date: August 11, 2016, 3:45:17 PM CDT

To: Tom Osterberger <tosterberger@kgllc.com>

Cc: Patrick Robinson <probinson@northpointkc.com>

Subject: Fwd: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Tom,

FYI regarding reservations and confirmations below. Could you please send to Tom Gilbert so he can forward to the mayor and staff. Thank you, Tom.

Ian McDonald
NorthPoint Development
785-218-6583

Begin forwarded message:

From: Chris Reeves <creeves@northpointkc.com>

Date: August 11, 2016 at 1:34:26 PM PDT

To: Ian McDonald <imcdonald@northpointkc.com>

Cc: Patrick Robinson <probinson@northpointkc.com>

Subject: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Ian, your email said all direct communication is being run through the attorney, so I haven't sent this info to anyone. If you want to send or if you want me to send let me know.

-
August 14th - 16th – trip from Chicago

Confirmation # GZOHKQ (all under one confirmation)

8/14/16

American Airlines Flight # 3651 from Chicago

Departing 12:17 PM

Arriving KC 1:49 PM

8/16/16

American Airlines Flight # 1573 from Kansas

Departing 9:31 AM

Arriving Chicago 11:07 AM

Hotel Sorella Country Club Plaza, 901 W. 48th Place, Kansas City, MO | 816-753-8800

William Offerman (Confirm # 2799444); Ashleigh Spacht (Confirm # 2799445); Marian Gibson (Confirm # 2799446)

Patrick indicated he can pick them up from the airport unless they want a rental – let me know if they do.

Capital Grille confirmed for dinner reservation at 6:30, Sunday the 14th

Jack's Stack (no reservation) – dinner Monday the 15th, unless Patrick advises otherwise

Chris L. Reeves

Administrative/Marketing Assistant

small top 10 logo

2 attachments

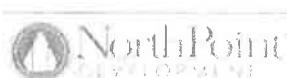


image005.png
47K



Image006.jpg
4K

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Fri, Aug 12, 2016 at 11:06
PM

To: Tom Gilbert <tgilbert@ottosenbritz.com>

Tom,

I was just talking to the mayor. Is it too late to have them arrange a rental car?

Sent from my iPhone

On Aug 11, 2016, at 5:49 PM, Tom Gilbert <tgilbert@ottosenbritz.com> wrote:

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone

----- Original message -----

From: Tom Osterberger <tosterberger@kggllc.com>
Date: 8/11/16 5:36 PM (GMT-06:00)
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Chris L. Reeves

Administrative/Marketing Assistant

small top 10 logo

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<image006.jpg>

Tom Gilbert <tgilbert@ottosenbritz.com>
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Sat, Aug 13, 2016 at 9:42 AM

I will forward it on and ask.

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone

----- Original message -----

From: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Date: 8/12/16 11:06 PM (GMT-06:00)
To: Tom Gilbert <tgilbert@ottosenbritz.com>
Subject: Re: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

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Chris L. Reeves

Administrative/Marketing Assistant

small top 10 logo

<image005.png>

<image006.jpg>

Tom Gilbert <tgilbert@ottosenbritz.com>
To: "Ashleigh Spacht (ashleigh.spacht@villageofelwood.com)" <ashleigh.spacht@villageofelwood.com>

Sat, Aug 13, 2016 at 10:40 AM

From: Patrick Robinson [mailto:probinson@northpointkc.com]
Sent: Saturday, August 13, 2016 10:36 AM
To: Tom Osterberger <tosterberger@kgllc.com>; Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

I'll see what we can do. I think one of us will have to be present at the rental car place in order to put it on our cards. I think they have the same issue with checking in at the hotel and I was advised that I might need to go to the hotel with them in order to make sure that the charges can go on my corporate card. Does it make sense for me to pick them up and then take them to a car rental place after we check in at the hotel?

Thanks,

Patrick

From: Tom Osterberger [mailto:tosterberger@kgllc.com]
Sent: Saturday, August 13, 2016 10:35 AM
To: Tom Gilbert <tgilbert@ottosenbritz.com>

Cc: Patrick Robinson <probinson@northpointkc.com>; Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Patrick or Ian?

From: Tom Gilbert [mailto:tgilbert@ottosenbritz.com]
Sent: Saturday, August 13, 2016 10:26 AM
To: Tom Osterberger <tosterberger@kgllc.com>
Subject: FW: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Got this after 11 p.m. last night

From: Ashleigh Spacht [mailto:ashleigh.spacht@villageofelwood.com]
Sent: Friday, August 12, 2016 11:07 PM
To: Tom Gilbert <tgilbert@ottosenbritz.com>
Subject: Re: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Tom,

I was just talking to the mayor. Is it too late to have them arrange a rental car?

Sent from my iPhone

On Aug 11, 2016, at 5:49 PM, Tom Gilbert <tgilbert@ottosenbritz.com> wrote:

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone

----- Original message -----

From: Tom Osterberger <tosterberger@kgllc.com>
Date: 8/11/16 5:36 PM (GMT-06:00)
To: Tom Gilbert <tgilbert@ottosenbritz.com>

Cc: Ian McDonald <imcdonald@northpointkc.com>

Subject: Fwd: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

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From: Ian McDonald <imcdonald@northpointkc.com>
Date: August 11, 2016, 3:45:17 PM CDT
To: Tom Osterberger <tosterberger@kgllc.com>
Cc: Patrick Robinson <probinson@northpointkc.com>
Subject: Fwd: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Tom,

FYI regarding reservations and confirmations below. Could you please send to Tom Gilbert so he can forward to the mayor and staff. Thank you, Tom.

Ian McDonald
NorthPoint Development
785-218-6583

Begin forwarded message:

From: Chris Reeves <creeves@northpointkc.com>
Date: August 11, 2016 at 1:34:26 PM PDT
To: Ian McDonald <imcdonald@northpointkc.com>
Cc: Patrick Robinson <probinson@northpointkc.com>
Subject: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Ian, your email said all direct communication is being run through the attorney, so I haven't sent this info to anyone. If you want to send or if you want me to send let me know.

August 14th - 16th - trip from Chicago

Confirmation # GZOHKQ (all under one confirmation)

8/14/16

American Airlines Flight # 3651 from Chicago

Departing 12:17 PM

Arriving KC 1:49 PM

8/16/16

American Airlines Flight # 1573 from Kansas

Departing 9:31 AM

Arriving Chicago 11:07 AM

Hotel Sorella Country Club Plaza, 901 W. 48th Place, Kansas City, MO | 816-753-8800

William Offerman (Confirm # 2799444); Ashleigh Spacht (Confirm # 2799445); Marian Gibson (Confirm # 2799446)

Patrick indicated he can pick them up from the airport unless they want a rental – let me know if they do.

Capital Grille confirmed for dinner reservation at 6:30, Sunday the 14th

Jack's Stack (no reservation) – dinner Monday the 15th, unless Patrick advises otherwise

Chris L. Reeves

Administrative/Marketing Assistant

small top 10 logo

<image005.png>

<image006.jpg>

Tom Gilbert <tgilbert@ottosenbritz.com>
To: "Ashleigh Spacht (ashleigh.spacht@villageofelwood.com)" <ashleigh.spacht@villageofelwood.com>

Sat, Aug 13, 2016 at 10:59 AM

From: Patrick Robinson [mailto:probinson@northpointkc.com]
Sent: Saturday, August 13, 2016 10:41 AM
To: Tom Osterberger <tosterberger@kggllc.com>; Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

For Tom Gilbert's sake, my cell phone number is 913-915-7150. I'll also share this with the team when they arrive.

Thanks,

Patrick

From: Tom Osterberger [mailto:tosterberger@kggllc.com]
Sent: Saturday, August 13, 2016 10:42 AM
To: Patrick Robinson <probinson@northpointkc.com>; Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Tom. Given the plans are made and you know the logistics, why doesn't Patrick or a representative for him meet them and do what is easiest and most convenient. I am sure that they will be tired, etc but that will get them started and set them up for Monday.

Patrick, I also advise that you give them your cell in case of an emergency.

From: Patrick Robinson [mailto:probinson@northpointkc.com]
Sent: Saturday, August 13, 2016 10:36 AM
To: Tom Osterberger <tosterberger@kggllc.com>; Tom Gilbert <tgilbert@ottosenbritz.com>
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I'll see what we can do. I think one of us will have to be present at the rental car place in order to put it on our cards. I think they have the same issue with checking in at the hotel and I was advised that I might

need to go to the hotel with them in order to make sure that the charges can go on my corporate card. Does it make sense for me to pick them up and then take them to a car rental place after we check in at the hotel?

Thanks,

Patrick

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Chris L. Reeves

Administrative/Marketing Assistant

small top 10 logo

<image005.png>

<image006.jpg>



Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

FW: Metro Manager October Luncheon/ILCMA & IAMMA Professional Development Event

3 messages

Marian Gibson <marian.gibson@villageofelwood.com>
To: Julie Friebele <julie.friebele@villageofelwood.com>, Ashleigh Spacht
<ashleigh.spacht@villageofelwood.com>

Tue, Sep 20, 2016 at 12:29 PM

Julie,

Please register me for the luncheon. Ashleigh let Julie know if she should register you also. I don't want to attend the professional development session unless Ashleigh would like to.

Thanks,

Marian T. Gibson, ICMA-CM

Village Administrator

Village of Elwood

401 East Mississippi Ave.

Elwood, IL 60421

marian.gibson@villageofelwood.com

815 424-1094 (Direct)

815 509-2282 (Cell)

815 423-6861 (Fax)

From: ILCMA [mailto:ILCMA@niu.edu]
Sent: Monday, September 19, 2016 7:01 AM
To: ILCMA <ILCMA@niu.edu>
Subject: Metro Manager October Luncheon/ILCMA & IAMMA Professional Development Event

Dear Metro Managers:

The next Metro Manager meeting will take place on **Thur. Oct 20** at Harry Caray's in Lombard. ***State of IL Comptroller, Leslie Munger, is the guest speaker.***

There is an ILCMA and IAMMA Professional Development event prior to the luncheon. The topic is "***Choose Your Own Adventure: Navigating a Winding Career Path.***"

For complete information or to RSVP for one or both events, please go to

<https://www.ilcma.org/events/oct16-ilcma-professional-development-event-metro-luncheon/>

Note that there is a \$5 discount if you register for both at the same time.

Hope to see you there!

Dawn S. Peters

Assistant Director, NIU CGS

Executive Director, ILCMA & ILGL

148 N. 3rd St.

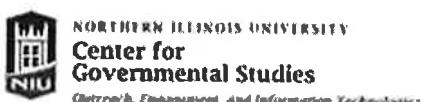
Center for Governmental Studies

Northern Illinois University

DeKalb, IL 60115

PH: 815-753-0923

FX: 815-753-7278



Building stronger regions through innovation and collaboration.

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
To: Marian Gibson <marian.gibson@villageofelwood.com>
Cc: Julie Friebele <julie.friebele@villageofelwood.com>

Wed, Oct 5, 2016 at 2:24 AM

Julie,

Please also register me for the luncheon. Marian, I will go to the professional development session, but you do not have to attend as well if you don't want to - I can attend that alone if you'd like.

Thanks!

Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

*Village Hall: (815) 423-5011
Fax: (815) 423-6861*

[Quoted text hidden]

[Quoted text hidden]

<image002.jpg>

Building stronger regions through innovation and collaboration.

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
To: Marian Gibson <marian.gibson@villageofelwood.com>

Wed, Oct 5, 2016 at 2:27 AM

This interferes with the Management Meeting. What would you like me to do?

Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

*Village Hall: (815) 423-5011
Fax: (815) 423-6861*

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