

# Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309 Fax: 815-827-4040

Website: http://www.villageofmaplepark.com

# BOARD OF TRUSTEES COMMITTEE OF THE WHOLE TUESDAY, SEPTEMBER 21, 2021 7:00 p.m. MAPLE PARK CIVIC CENTER 302 WILLOW STREET, MAPLE PARK

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL/QUORUM ESTABLISHED
- **4. PUBLIC COMMENTS** Any resident wishing to address the Board may do so according to the guidelines set forth in the "Rules for Public Comments at Public Meetings" handout. Please complete a speaker request form and submit it to the Village Clerk. You may also send an email to <u>villageclerk@villageofmaplepark.com</u> in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting.

#### 5. INFRASTRUCTURE ITEMS

- A. Status of Well #5 Bid
- B. Water Tower/The Maples Update

#### 6. PERSONNEL ITEMS

- A. Status of Employee Benefit Analysis
- B. Temporary to Hire Village Clerk GovHR USA, LLC

#### 7. FINANCE ITEMS

A. None

#### 8. UPCOMING EVENTS

- A. Halloween
  - 1. 2021 Trick-or-Treat Hours
  - 2. Trick-or-Treat/Trunk or Treat
  - 3. Halloween Golf Cart Parade Request
  - 4. Halloween Gym Use/Costume Parade Request

#### 9. TIF DISTRICT

A. Update on GIAG 21-001 – 107 Main Street

#### 10. ANNEXATION DISCUSSION

A. Area of Maple Park Road and County Line Road

Agenda Committee of the Whole Meeting September 21, 2021 Page 2 of 2

- 11. VILLAGE ADMINISTRATOR REPORT
- 12. VILLAGE PRESIDENT REPORT
- 13. OTHER BUSINESS
- 14. ADJOURNMENT



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#### **MEMORANDUM**

**TO:** Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach

**DATE:** September 16, 2021

SUBJECT: WATER TOWER AND THE MAPLES DEVELOPMENT

#### **BACKGROUND**

Working toward having the second water tower constructed in the Village of Maple Park, listed below is the timetable for water tower design and construction:

DESCRIPTION	NUMBER OF DAYS	NUMBER OF MONTHS
Design – Water Tower/Water Main	30	0.98
Soil Borings	14	0.46
Submittal to IEPA for Construction Permit	7	0.23
IEPA Review	85	2.79
Preparation of Bid Package	7	0.23
Bid Period	60	1.97
Construction	365	12
TOTAL	568	18.66

The Village Attorney is working on revising the Developer's Agreement for The Maples. The draft is to be completed by October 1, 2021. The revised agreement will be discussed with the Village Board prior to sharing with the Developer.

For The Maples, making sure there is PE capacity for this development is a major concern. The current Developer's Agreement reserved 205 PE in wastewater treatment plant capacity for five (5) years beyond the approval date of the Agreement, provided the Developer obtained occupancy in one (1) of the proposed buildings. The PE reserve expired on March 21, 2021. Staff is working with the Village Engineer to update the Village's PE capacity so that we can determine availability for The Maples.

Based on current market conditions, the uses previously discussed for The Maples may no longer be considered viable; therefore, the Developer has asked the Village to consider types of uses it would like to see, especially since the site is located at one of the main entrances into the Village of Maple Park. Ordinance 2007-21 rezoned 19.72 acres for B-2 General Development, no special uses shall be permitted unless authorized by the procedures in the Zoning Ordinance. A copy of the B-2 General Development District is attached.

The Developer talked about the possibility of mixed-use buildings, having commercial on the first floor and residential rental units located above. Residential units located above, at a reasonable price point, would allow younger people to move into the Village and/or would allow individuals over 55+ that would like to move out of their homes and stay in the Village. The Village President stated that the Board should talk about what it would like to see at this important gateway into Maple Park. The Developer also suggested that the Village look at a three (3) of their other developments for land use ideas.

The 2015 Comprehensive Land Use Plan has implementation guidelines and refers to The Maples area as Commercial/Office. The classification of Commercial/Office promotes a unified commercial and office development, as well as unified architectural theme, signage and lighting. The Plan also suggests limited curb cuts, 60-foot building setbacks and the screening of all roof-top mechanical units.

Excerpts from the Comprehensive Land Use Plan follow the B-2 and B-1 Zoning Ordinance at the end of this memorandum.

#### 2675 Sycamore Road, DeKalb, Illinois

Property is zoned: Planned Development - Commercial

Use: Commercial on first floor; executive rental living suites on the next three (3) floors

Location: Corner of Sycamore Road and Oakland Drive

Size: 2.78 acres

Net Taxable Value: \$134,228

Roadway Access: Oakland Drive, no access on Sycamore Road



View from corner of Sycamore Rd./Oakland Rd.



Front of building on Sycamore



North side of building, small patio area for renters



West side/rear of building

#### 2111 Midland Court, Sycamore, Illinois

Property is zoned: C-2 Central Business

Use: Northwestern Memorial Healthcare (Kishwaukee Community Hospital), single-story building

Location: Located on the Midland Court cul-de-sac

Size: 4.45 acres

Net Taxable Value: \$1,011,745

Roadway Access: Midland Court has a full access intersection onto DeKalb Avenue



North side of building, facing Midland Ct.



South/rear and east side of building

#### 2120 Midland Court, Sycamore, Illinois

Property is zoned: C-2 Central Business

Use: Northwestern Memorial Healthcare (Kishwaukee Community Hospital), two-story facility

Location: Located on the Midland Court cul-de-sac

Size: 4.45 acres

Net Taxable Value: \$1,100,328

Roadway Access: Midland Court has a full access intersection onto DeKalb Avenue



West/front of two-story medical facility



North/side of two-story medical facility



East/rear of two-story medical facility

#### **RECOMMENDATION**

That the Committee of the Whole examine the property, the existing zoning and consider the types of economic development they would like to see at this western gateway into the Village of Maple Park. The information will be compiled and provided to the Developer for consideration.

#### Attachments

Zoning Ordinance: B-2 General Commercial District and B-1Central Business District Excerpts from the 2015 Village of Maple Park Comprehensive Land Use Plan

#### 11-7-2: B-2 GENERAL COMMERCIAL DISTRICT:

- A. General Conditions: The B-2 general commercial district is designed to accommodate both retail and service businesses required for the day to day needs of persons in the village and other uses that serve a larger market area. This district should be located along major traffic corridors.
  - B. Permitted Uses:
    - 1. Any use permitted in the B-1 district.
- 2. Amusement establishments, including: bowling alleys, pool halls, skating rinks, and video amusement (non-gambling) game rooms.
  - 3. Automobile car washes.
  - 4. Automobile gasoline stations, with repair garages.
  - 5. Banquet halls.
  - 6. Churches.
  - 7. Convalescent and nursing homes.
  - 8. Drive-in window service facilities.
  - 9. Department stores.
  - 10. Feed and seed stores.
  - 11. Food stores.
  - 12. Funeral homes, mortuaries, and crematoriums.
  - 13. Hospitals and clinics.
  - 14. Hotels and motels.
  - 15. Motorized vehicle sales with service departments.
  - 16. Newspaper distribution agencies for home deliveries and retail trade.
  - 17. Nursery, pre-kindergarten, play, day care, special and other private school.
  - 18. Physical culture and health services.
  - 19. Restaurants with drive-through facilities.
  - 20. Schools for business, professional or technical training.
  - 21. Theaters, indoor other than an adult business use.
  - 22. Tire stores, sales and service.
  - 23. Trailer, camper or recreational vehicle sales and rental.
  - 24. Trailer or automobile or other equipment rental.
- 25. Accessory uses in accordance with chapter 2 of this title, except the following accessory uses identified in section <a href="11-2-3">11-2-3</a> table 11-2-3A of this title: air conditioning equipment shelters, architectural entrance structures, balconies, decks and unenclosed porches, detached garages or carports, farm and garden crops, lawn furniture, open off street loading spaces, open off street parking spaces, playground and laundry drying equipment, satellite antennas, sheds and storage buildings, terraces, patios and outdoor fireplaces.
  - C. Special Uses:
    - 1. Animal hospitals and kennels.
    - 2. Blacksmith and welding shops.
    - 3. Building materials sales yards and storage.
    - 4. Building contractor's office and material storage.
    - 5. Clinics Medical and veterinarian.
    - 6. Farm equipment sales and service.
    - 7. Golf driving ranges.
    - 8. Plant nurseries or greenhouses.
    - 9. Plumbing and heating service and equipment stores.
    - 10. Outdoor sales areas.
    - 11. Residential hotels or motels.
    - 12. Self-service storage facilities.
    - 13. Vehicle repair and service facilities.
  - D. Yard Requirements:

Front	Side	Transitional	Rear
30 ft.	10 ft. or 10% whichever	Where a B-2 district property adjoins a residential	20
	is greater	district, as required in B-1 district	ft.

- E. Lot Requirements: The zoning lot for each structure shall be a minimum of five thousand (5,000) square feet.
  - F. Maximum Building Height: The maximum height for any structure is thirty five feet (35').
- G. Off Street Parking And Loading Facilities: Off street parking and loading facilities shall be provided as permitted or required in chapter 9 of this title.
- H. Conditions Of Use: Outdoor display of items intended for direct sale to the public shall be permitted as an accessory use only. Outdoor storage of items not intended for direct sale to the public shall also be permitted as an accessory use as long as the storage area is completely screened from the public view and located behind the front building line of the principal building, except that automobiles and other vehicles that have been serviced, or are awaiting service, may be temporarily stored for a period of forty eight (48) hours in front of the building line of the principal building. (Ord. 2014-13, 7-1-2014; amd. Ord. 2020-02, 1-7-2020)

#### 11-7-1: B-1 CENTRAL BUSINESS DISTRICT:

- A. General Conditions: The B-1 central business district is designed to accommodate those retail uses that are characteristic of the "Main Street" commercial center.
  - B. Permitted Uses:
    - 1. Antique shops.
    - 2. Automobile parts and accessory stores.
    - 3. Bait shops
    - 4. Bakeries.
    - 5. Banks and financial institutions.
    - 6. Barber and beauty shops.
    - 7. Bicycle sales, rental and repair shops.
    - 8. Bookstores.
    - 9. Candy, ice cream and confectionery.
    - 10. Camera and photography supply shops.
    - 11. Card and stationery shops.
    - 12. Catering establishments, including pizza delivery.
    - 13. Clothing stores.
- 14. Custom dressmaking, tailoring or shoe repair shops, when conducted for retail sale on the premises only.
  - 15. Drugstores.
  - 16. Dry cleaning and laundries, receiving stations only, no processing on-site;
  - 17. Dry goods stores.
  - 18. Florists.
  - 19. Furniture stores, with repair and reupholstery only as an accessory use.
  - 20. Gift shops.
  - 21. Hardware stores.
  - 22. Hobby shops.
  - 23. Household appliance stores and repair.
  - 24. Jewelry and watch repair shops.
  - 25. Libraries.
  - 26. Locksmiths.
  - 27. Medical, chiropractic and dental offices.
  - 28. Museums.
  - 29. Musical instrument sales and service.
- 30. Offices, including the following: accounting and bookkeeping, advertising agency, broadcast studios, business machine services, consulting agency, employment agency, engineering, planner, architect or designer office, informational technology (IT)/computer support services, insurance agency, investment agency, legal services, public and private utility companies, real estate services, securities and commodities broker services.
  - 31. Optical sales and service.
  - 32. Package liquor stores.
  - 33. Parking lots, as a principal use.
  - 34. Parks.

- 35. Pet stores.
- 36. Photography and art studios, including the development of film and pictures when done as part of the retail business on the premises.
  - 37. Post office.
  - 38. Printing, photocopying and blueprinting establishments.
  - 39. Private or fraternal clubs or lodges.
  - 40. Public buildings.
  - 41. Record stores.
  - 42. Residential uses as regulated in chapter 6 of this title.
- 43. Restaurants and taverns, including carry-out establishments, fast food, quick-service, fast-casual, full-service, sit-down, cafeterias, delis, diners, coffee shops and uses of similar nature when the establishment is not of the drive-in type where food is served to occupants remaining in motor vehicles.
- 44. Retail business uses not otherwise regulated by this Code including, but not limited to: books, cell phone sales/service, newspapers, stationary, bicycles, baked goods, dairy products, gifts, groceries, flowers, and countertops and other uses of similar nature.
  - 45. Secondhand stores.
  - 46. Shoe stores.
  - 47. Sporting goods stores.
  - 48. Television, radio and recording studios.
  - 49. Television and radio stores, sales and service.
  - 50. Toy stores.
  - 51. Travel agencies.
- 52. Accessory uses in accordance with chapter 2 of this title, except the following accessory uses identified in section <a href="11-2-3">11-2-3</a> table 11-2-3A of this title: air conditioning equipment shelters, architectural entrance structures, balconies, decks and unenclosed porches, detached garages or carports, farm and garden crops, lawn furniture, open off street loading spaces, open off street parking spaces, playground and laundry drying equipment, satellite antennas, sheds and storage buildings, swimming pools, terraces, patios and outdoor fireplaces.
  - C. Special Uses:
    - 1. Automobile gasoline stations, but not repair garages.
    - 2. Banquet halls.
    - 3. Car washes.
    - 4. Clinics Medical and veterinary.
    - 5. Convalescent and nursing homes.
    - 6. Drive-in and drive through window service facilities.
    - 7. Food stores.
    - 8. Funeral homes, mortuaries, and crematoriums.
    - 9. Hospitals and clinics.
    - 10. Churches, rectories and parish houses.
    - 11. Planned unit developments.
    - 12. Public utility and service uses.
    - 13. Schools for business, professional and technical training.
    - 14. Theaters, indoor other than adult business use.
  - D. Yard Requirements:
    - 1. Front Yard: Not less than ten feet (10') in depth.
- 2. Side Yard: If a side yard is provided it shall not be less than five feet (5') wide; except, where a side lot line coincides with a side lot line in an adjacent residential district, a yard shall be provided along such lot line in accordance with transitional requirements. A side yard adjoining a street shall be not less than ten feet (10') in width.
- 3. Transitional Yards: In the B-1 district the minimum transitional yard requirements shall not be less than those specified below:
- a. Where a side lot line coincides with a side or rear lot line in an adjacent residential district, a yard shall be provided along such side lot line. Such yard shall be equal in dimension to the minimum side yard required under this title for a residential use on the adjacent residential lot.

- b. Where a rear lot line coincides with a side lot line in an adjacent residential district, a yard shall be provided along such rear lot line. Such yard shall be equal in dimension to the minimum side yard required under this title for a residential use on the adjacent residential lot.
- c. Where a rear lot line coincides with a rear lot line in an adjacent lot located in a residential district, a yard equal in depth to the minimum yard required by this title on such adjacent residential lot shall be provided along such rear lot.
- d. Where the extension of a front or side lot line coincides with a front lot line of an adjacent lot located in a residential district, a yard equal in depth to the minimum yard required by this title on such adjacent residential lot shall be provided along such front or side lot lines.
- e. All side and rear yards adjacent to an existing residentially zoned lot shall be screened by placing at the lot line a solid, sightproof fence or wall having a height not less than six feet (6'). Within this yard, there shall be a landscaped area planted with one 2<sup>1</sup>/<sub>2</sub>-inch caliper tree for every thirty (30) linear feet of common property line, and shall be a minimum height of six feet (6') at the time of planting. The use of earthen berms may be allowed in place of fencing provided they are designed to provide the same screening effect.
- E. Lot Requirements: The zoning lot for each structure shall be a minimum of five thousand (5,000) square feet.
  - F. Maximum Building Height: The maximum height for any structure is thirty five feet (35').
- G. Off Street Parking And Loading Facilities: Off street parking and loading facilities shall be provided as permitted or required in this title, except for that area of Main Street bounded by County Line Road on the west and Liberty Street on the east.
  - H. Residential Dwelling Units Sharing Zoning Lot With Permitted B-1 Use:
    - 1. Dwelling Standards:
- a. Any dwelling unit hereafter established within the B-1 district must be located within the principal structure on the B-1 zoning lot.
- b. No dwelling unit hereafter established shall be permitted to occupy the basement or ground floor of the principal structure within the B-1 district.
- c. Any dwelling unit hereafter established in any B-1 district shall have a minimum single-story floor area of nine hundred (900) square feet. Every dwelling of more than one story shall have a total floor area of not less than one thousand fifty (1,050) square feet.
- 2. Off Street Parking: Additional parking spaces shall be required for any dwelling unit hereafter established in any B-1 district in accordance with chapter 9 of this title. The required number of spaces for dwelling units shall be separately identified and shall be in addition to the required spaces for all other uses on the zoning lot. Setbacks for spaces identified for residential use shall conform to the regulations of chapter 9 of this title.
- I. Conditions Of Use: Outdoor display of items intended for direct sale to the public shall be permitted as an accessory use only. Outdoor storage of items not intended for direct sale to the public shall not be permitted. (Ord. 2014-13, 7-1-2014; amd. Ord. 2020-02, 1-7-2020)

#### **Excerpts from the 2015 Village of Maple Park Comprehensive Land Use Plan**

#### Commercial Land Use

Goal: To create a beneficial environment for commercial development establishing an atmosphere that supports existing business and encourages the revitalization of downtown.

#### Objectives:

- A. To attract and promote the growth of commercial activity near the center of the village and north of Route 38 along County Line Road, hereby establishing a central commercial area and a gateway commercial area;
- B. To encourage the development of agriculturally related businesses and operations that service the surrounding farmland;
- C. To require an adequate level of parking and proper access to surrounding streets in the commercial centers;
- D. To require high standards for design of commercial developments and adjoining parking areas establishing an attractive image of the village;
- E. To create an Economic Development Organization;
- F. To attract a family restaurant to the Main Street district;
- G. To work with local banks to establish a low-interest program for façade improvements, building maintenance and other operating costs;
- H. To consider the provision of financial and commercial development; and
- To encourage the establishment of a local daycare facility.

Comprehensive Land Use Plan - Maple Park, Illinois

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#### Commercial /Office

#### Summary

Areas recommended for Commercial/Office land uses are along State Route 38, near the intersection of County Line Road and Route 38, and north of the intersection of County Line Road and Route 38. State Route 38 is located along the southern border of Maple Park and is a principle arterial. It serves major activity centers and high volume corridors. Each area has a different need. Appropriate uses to fill the needs of each area should be encouraged to locate where Commercial/Office uses are planned.

Comprehensive Land Use Plan - Maple Park, Illinois

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#### Implementation Guidelines

#### Village of Maple Park

The following steps should be taken in the Commercial/Office districts within the corporate limits of the village:

- Promote unified commercial and office development near and north of the intersection of County Line Road and Route 38, that requires the following:
  - 1) Unified architectural theme, signage and lighting;
  - 2) Enforce zoning standards for building and parking setbacks along major roadways;
  - 3) Consolidate access points off of County Line Road and Route 38; and
  - Substantial landscaping along the perimeter yards.

#### Kane and DeKalb counties

Commercial/Office land uses should be located in the Village of Maple Park because of the available infrastructure. Use the technical resources of the Kane County Economic Development Committee and the DeKalb County Economic Development Corporation to promote appropriate commercial growth in Maple Park.

#### Planning and Design Guidelines

The location and quality of commercial development can substantially enhance or degrade the "look" of the community. Potential commercial development should be carefully evaluated to ensure that it maintains an appropriate level of quality, does not create a safety hazard, and generally benefits the village. Strip commercial development, with unrelated uses on individual lots, should be avoided:

- A. The architectural design of commercial structures should project a design quality that enhances the economic viability of the business and the visual quality of the public rightof-way and streetscape. Projects should incorporate: a unified tenant signage package; screening of trash collection, parking and loading areas; appropriate setbacks; properly scaled landscaping; interior and exterior lighting that does not project beyond the property line; and a unified pedestrian circulation system.
- B. Curb cuts should be limited, and the use of shared driveways and side street access is encouraged whenever possible.
- C. Site planning for commercial developments should protect existing trees and employ setbacks that will enhance the character of the streetscape.
- D. Outdoor storage areas associated with commercial developments should be screened from public view by a berm, fence, or landscaping, and be subject to approval by the Board of Trustees based on appropriate standards prescribed by Ordinance. Such berm, fencing or landscaping should be a minimum of five feet tall.
- E. All roof-mounted mechanical equipment should be screened from public view on all four sides of the building by parapet walls, roof-structure, or screens that are equal in height to the tallest piece of equipment. Such screens should be compatible with the materials, colors, and design character of the building of which they are a part. Structures such as flues, stacks, intake and exhaust hoods, etc., which are not required to be screened, should be painted to blend with the building.

Comprehensive Land Use Plan - Maple Park, Illinois

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- F. Commercial Developments greater than three acres in size should meet the following guidelines, in addition to those presented above:
  - Promote the development of the parcel as a Planned Unit Development with an overall set of controls for architecture, landscaping, signage, and lighting.
  - 2) Establish a minimum building setback of 60 feet and a parking setback of at least 40 feet from Route 38. Utilize the parking setback for screening parked cars, and the design of an attractive streetscape.
  - Design out lots to be a minimum of 40,000 square feet, to accommodate: parking; loading; landscaping; and safe circulation patterns for movement for vehicles to and within the site.
  - 4) Develop an architectural style that will be implemented for all buildings in the planned development; Adopt design controls that regulate the style and pitch of rooflines; proposed window placement, style and use of shutters, if any; quality building materials, such as brick, stone or cedar; and colors extend the approved design around the facades of all buildings that will be exposed to the public or neighborhood residents.
  - Require the same light standard and luminaries to be used throughout the planned development. Select a style appropriate to the architectural theme of the village.
  - 6) Require foundation plantings and interior parking lot landscaping to break up long building facades and large expanses of pavement.
- G. Develop adjacent to State Route 38 should follow these guidelines:
  - Buildings should be set back a minimum of 60 feet from the road to allow for an increased set back from traffic, account for possible future roadway expansion, and provide buffering with landscape materials.
  - 2) Parking should be set back a minimum of 40 feet from the road.
  - Curb cuts should be a minimum of 200 feet from the State Route 38 and County Line Road intersection, as measured from the centerline of the curb cut.
  - 4) Lighting installed for individual developments should be shielded to prevent glare on the adjoining rights-of-way and properties, and should not include dropped lenses. Metal halide or mercury vapor luminaries should be used in lieu of high-pressure sodium in order to prevent excessively bright illumination. A continuity of light fixture design is encouraged.



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#### **MEMORANDUM**

**TO:** Committee of the Whole and Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach

**DATE:** September 15, 2021

SUBJECT: RESOLUTION 2021-21 - A RESOLUTION AUTHORIZING THE VILLAGE

PRESIDENT TO APPROVE AN AGREEMENT WITH GOVTEMPSUSA, LLC FOR AN EMPLOYMENT LEASING AGREEMENT FOR A TEMPORARY-TO-HIRE PART-

TIME VILLAGE CLERK

#### **BACKGROUND**

The Village recently hired a new Village Clerk; however, the Clerk resigned her position to return to her former employer based on the salary that was offered. The Village reviewed the prior applicants it has for the position and offered the position to another candidate based on their resume and interview performance; however, the candidate had already accepted another position that offered health insurance benefits.

The Village did not wish to pursue any other previously reviewed candidates and reviewed any additional applications and resumes that had been received. Staff determined that it would be in the best interest of the Village to consult with a temporary agency and pursue a temporary-to-hire agreement. This would mean the agency would be responsible for seeking qualified candidates. The Village could then review the resumes and interview candidates. Once a suitable candidate is determined, the Village would enter into the Agreement with the firm for 60 days. Sixty days should allow enough time to determine if the candidate is a good fit for the organization and to test the candidate's skills.

The Village contacted three (3) firms: Staff Today, Inc., The Salem Group, Inc., and GovTempsUSA, LLC. The vendor percentage and conversion from temporary-to-hire and hourly rate were compared. GovTempsUSA had the lowest vendor percentage and the lowest conversion rate at the end of the 240 hours of work. The total cost is \$7,722.00, see attached Village Clerk Vendor Comparison spreadsheet.

Staff will work with GovTemps to review resumes and conduct interviews. Once a candidate has been selected, the Village President should review and then execute the Employee Lease Agreement with GovTempsUSA, LLC for a temporary-to-hire part-time Village Clerk.

The Employee Leasing Agreement is effective the date is it signed by GovTemps, and should not exceed 240 hours of work. The Agreement requires the Village to inform GovTemps of any issues, illness or injuries and to give 10 days-notice to terminate the Agreement. Prior to the end of the 240 hours, the candidate will be required to complete the Village's Job Application, complete the required fingerprinting, credit and background checks.

If the candidate moves through this process without any issues, the candidate will be issued a conditional offer of employment, contingent upon passing a physical and drug and alcohol screen.

#### **RECOMMENDATION**

That the Committee of the Whole discuss the proposed hiring of a temporary-to-hire part-time Village Clerk through GovTempsUSA, LLC. If the Committee has no issues with arrangement, the matter will be approved at the Special Village Board Meeting immediately following the September 21, 2021 Committee of the Whole Meeting.

If the Village Board approves the Agreement, there will be no delay in starting the hiring process for a new Village Clerk.

Attachments

Temporary-to-Hire Part-Time Village Clerk Vendor Comparison Resolution 2021- Authorizing the Village President to Approve an Agreement with GovTempsUSA, LLC GovTemps USA Employee Leasing Agreement

#### VILLAGE OF MAPLE PARK - TEMPORARY-TO-HIRE VILLAGE CLERK VENDOR COMPARISON

Vendor	Employee Hourly Rate	Vendor Percentage	Total Hourly Rate	Explanation of Conversion from Temp to Hire Cost	Annual Position Cost (30 Hr. X 52 Wks.)*	Conversion Cost	Estimated Cost of 240 Hours to Hire**	Total Cost^
				Depends on billable hours -				
				Assume 240 hours (1 - 260 hours)				
Staff Today, Inc.	\$19.50	33.00%	\$25.94	= 20% of first year's earnings	\$30,420.00	\$6,084.00	\$6,224.40	\$12,308.40
The Salem Group, Inc.@	\$19.50	55.00%	\$30.63	20% of the annual base salary	\$30,420.00	\$6,084.00	\$7,350.00	\$13,434.00
GovTemps USA	\$19.50	40.00%	\$27.30	Two (2) weeks gross salary	\$30,420.00	\$1,170.00	\$6,552.00	\$7,722.00

#### Lowest total cost

of total guaranteed first year's earnings.

Annual PT Village Clerk Hours	1,560	Clerk Hours YTD	146.50
Hourly Rate	\$18.28	Remaining Clerk Hrs. @ \$19.50	\$25,875.72
FY22 Budgeted Salary	\$28,516.80	TTH	(\$7,722.00)
FICA	\$2,181.54	VC available through 04/30/22	\$18,153.72
	\$30,698.34	Hours available	930.96

<sup>\*</sup> Originally budgeted at \$18.28 X 30 X 52

<sup>\*\*</sup>Assume we'll know in 60 days

<sup>^</sup>Total Cost = Estimated Cost + Conversion Cost @Conversion is based on billable hours. 1 - 260 hours = 20%

#### **RESOLUTION 2021-21**

# A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO APPROVE AN AGREEMENT WITH GOVTEMPSUSA, LLC FOR AN EMPLOYEE LEASING AGREEMENT FOR A TEMPORARY-TO-HIRE PART-TIME VILLAGE CLERK

**WHEREAS** the Village of Maple Park ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, the Village has determined that the Part-Time Village Clerk position is of benefit to the Village; and,

WHEREAS, the Village Board has determined that it is to its advantage and best interest of the Village to continue to avail itself of the services in connection with its employee leasing agreement with GOVTEMPS between a To-Be-Determined Date through 240 hours of work; and,

**WHEREAS**, GovTemps is desirous of performing the service for the Village and the Employee Leasing Agreement, Attachment A is attached; and

**NOW, THEREFORE,** BE IT RESOLVED by the President and the Board of Trustees for the Village of Maple Park, DeKalb and Kane Counties, Illinois, as follows:

- Section 1. The Village President or a designee is hereby directed to sign the attached Employee Leasing Agreement with GOVTEMPSUSA, LLC for a temporary-to-hire part-time Village Clerk.
- **Section 2.** This Resolution shall be in full force and effect from and after its passage, approval.

Cheryl Aldridge, Deputy Village Clerk

Leasing Agreement / Rev. 6-2020

#### EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by GOVTEMPSUSA, LLC, an Illinois limited liability company ("GovTemps"), and VILLAGE OF MAPLE PARK, IL (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

#### SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). Exhibit A identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. Exhibit A may be amended from time to time by a replacement Exhibit A signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

**Section 1.02. Independent Contractor**. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

#### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance,

order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

- **Section 2.02. Workers' Compensation**. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.
- **Section 2.03. Employee Benefits**. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B.** GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.
- Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.
- **Section 2.05. Other Obligations of GovTemps**. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).
- **Section 2.06. Direction and Control**. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.
- **Section 2.07. Obligations of the Client**. Pursuant to this Agreement the Client covenants, agrees and acknowledges:
  - (a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

- (b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;
- (c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;
- (d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;
- (e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;
- (f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and
- (g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.
- (h) In addition to, and concurrently with, the Client obligations specified in Section 2.07(a) of this Agreement, the Client will:
  - comply with all applicable Center for Disease Control (CDC) guidelines regarding healthy hygiene protocols in the Clients workplace(s) where the Assigned Employee will perform services;
  - implement and maintain workplace cleaning protocols as approved by the CDC, OSHA, or other applicable state, federal or local regulations;
  - provide the Assigned Employee any necessary functional personal protective equipment, sanitary cleaning supplies, or other

accommodations to ensure the Assigned Employee can perform their duties in a safe and healthy manner;

- monitor the health of its employees, and follow all approved CDC, OSHA, or applicable state, federal or local regulations regarding social/spatial distancing in the workplace(s) where the Assigned Employee will perform services; and
- comply with any current or future state, federal, or local proclamation or regulations regarding a public health emergency which regulate workplace shutdowns and/or remote work protocols.

### SECTION 3 FEES PAYABLE TO GOVTEMPS

**Section 3.01. Fees.** The Client will pay GovTemps fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on **Exhibit A**, as amended; plus
- (b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

**Section 3.02.** Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

#### SECTION 4 INSURANCE

**Section 4.01. General and Professional Liability Insurance**. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

**Section 4.02.** Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance**. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

## SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not

remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned Employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

#### SECTION 6 NON-SOLICITATION

**Section 6.01. Non-Solicitation**. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

**Section 6.02. Injunctive Relief.** The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

**Section 6.03. Survival**. The provisions of Section 6 survive the expiration or termination of this Agreement.

### SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions**. The provisions of Section 7 survive the expiration or termination of this Agreement.

### SECTION 8 MISCELLANEOUS PROVISIONS

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

**Section 8.02. Binding Effect**. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

**Section 8.03.** Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

- **Section 8.04. Entire Agreement**. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.
- **Section 8.05. Further Assurances**. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.
- **Section 8.06. Gender**. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.
- **Section 8.07. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
- **Section 8.08.** Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.
- **Section 8.09.** Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.
- **Section 8.10.** Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.
- **Section 8.11. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.
- **Section 8.12. Force Majeure**. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God. Further, GovTemps will not be responsible for failure or delay in assigning its Assigned Employee in the event of a pandemic, or in the

event a federal, state or local proclamation of a health emergency is issued which mandates the shutdown of workplaces, or any other causes beyond the control of GovTemps.

#### SECTION 9 DISPUTE RESOLUTION

**Section 9.01.** Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

**Section 9.02. Governing Law/Jurisdiction.** If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

**Section 9.03. Attorneys' Fees.** The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

#### SECTION 10 NOTICES

**Section 10.01. Notices.** All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps: GOVTEMPSUSA, LLC

630 Dundee Road Suite 225 Northbrook, Illinois 60062 Attention: Michael J. Earl

Telephone: 224-261-8366

Electronic Mail: mearl@govhrusa.com

If to the Client: Village of Maple Park

302 Willow Street Maple Park, IL

Attention: Dawn Wucki-Rossbach

Telephone: (815) 827-3309

Electronic Mail:

dwrossbach@villageofmaplepark.com

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,
an Illinois limited liability company
By Cadenartari
Name: Joellen J. Cademartori
Title: President and Co-Owner
Title. Fresident and Co-Owner
F.CC .: D . 0/45/2024
Effective Date: 9/15/2021
CLIENT
By
Name:

# **EXHIBIT A Assigned Employee and Base Compensation**

WORKSITE EMPLOYEE:	TBD
POSITION/ASSIGNMENT:	Interim Village Clerk
TERM OF POSITION:	Dates TBD – 60 days
The agreement will automatically be	e extended on a bi-weekly basis to December 31, 2021
unless either party terminates the ag	greement by providing two weeks advance written notice.
BASE COMPENSATION: \$27.30	O/hour. It is anticipated the employee will work 30
hours/week not to exceed 240 hours	. Employee will be paid only for hours worked and work
schedule may vary. Hours should be	e reported via email to payroll@govtempsusa.com
on the Monday after the prior work	week. The Client will be invoiced every other week for
hours worked.	
nours worked.	
GOVTEMPSUSA, LLC:	<b>MUNICIPALITY:</b>
By: Jalanastari	By:
Date: 9/15/2021	Date

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

# **EXHIBIT B Summary of Benefits**

DOES NOT APPLY



# Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309 Fax: 815-827-4040

Website: http://www.villageofmaplepark.com

#### **MEMORANDUM**

**TO:** Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach

**DATE:** September 16, 2021

**SUBJECT: HALLOWEEN 2021** 

#### **BACKGROUND**

Halloween is on a Sunday this year. There are number of discussion items for Halloween, they are listed below:

- 1. Trick-or-Treat (TOT) Hours In the past, the Village has alternated between 3:00 p.m. to 7:00 p.m. and 4:00 p.m. to 7:00 p.m. Committee Members should discuss and recommend to the Board this year's hours, possibly 3:00 p.m. to 7:00 p.m. since it's a Sunday
- 2. The Chief, due to health concerns, has proposed the idea of Trunk-or-Treat in place of an indoor Halloween costume parade in the gym. Weather permitting, vehicles could line up on Willow Street with their trunks open and TOTs would walk by in costume. Staff contacted the host of prior indoor gym parades and she was looking to see if there were going to be any volunteers to assist with the indoor parade. We have not yet received an updated request, but can keep the Village Board posted. Committee Members should consider Trunk-or-Treat versus an indoor Halloween costume parade.
- 3. Last year's Halloween Golf Cart Parade was a big hit! The Village has received a request from Christina Gould to hold another Halloween Golf Cart Parade. The proposed parade would take place on Saturday, October 16, 2021 at 7:00 p.m. Lighted golf carts, etc. are encouraged. See the attached parade route, it is the same as 2020. The Chief has given his recommendation for approval of the parade and will schedule an additional Police Officer to be on-duty to assist with traffic control.

#### RECOMMENDATION

That the Committee of the Whole refer to the Village Board:

- 1. Trick-or-Treat Hours -3:00 p.m. to 7:00 p.m.
- 2. Trunk-of-Treat versus Halloween Costume Parade, if formal request is received
- 3. Approve the Halloween Golf Cart Parade for Saturday, October 16, 2021 at 7:00 p.m.

Attachment September 9, 2021 E-Mail Request for Halloween Golf Cart Parade Golf Cart Parade Map From: Christina Gould

To: Dawn Wucki-Rossbach

Subject: Halloween Golf cart parade

**Date:** Thursday, September 9, 2021 10:22:20 AM

Hello, I would like to run this event by the chief and village to make sure I am able to organize this fun event again. I'm looking at the 16 or 23rd Saturday of October around 7ish.

Same route as last year which was going through the Settlement houses.

Thank you

Christi Gould



Golf Cart Parade Route



# Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309 Fax: 815-827-4040

Website: http://www.villageofmaplepark.com

#### **MEMORANDUM**

**TO:** Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach

**DATE:** September 15, 2021

SUBJECT: UPDATE ON: GIAG 21-001 GENERAL IMPROVEMENTS ASSISTANCE GRANT

APPLICATION FOR THE HVAC SYSTEM - TONY AND DONNA HARRINGTON,

OWNERS OF BOOTLEGGERS – 107 MAIN STREET, MAPLE PARK, ILLINOIS

#### **BACKGROUND**

At the July 6, 2021 Village Board Meeting, the Board approved General Improvements Assistance Grant Application GIAG 21-001. The Grant accepted Estimate 1091 from Christensen Mechanical in the amount of \$10,500.00 as the dollar value of the proposed HVAC System as the basis for reimbursing the Harringtons \$5,000.00.

On September 10, 2021, the Village received a note from Mrs. Harrington stating that Christensen Mechanical was no longer able to complete the work and a new proposal had been obtained. A proposal dated July 16, 2021 from DeKalb Mechanical was provided. DeKalb's quote is for \$10,750.00.

Speaking with our TIF Consultant, because there is not a drastic change over or under the original \$10,500.00 that the Board approved, informing the Committee of the Whole and then again, the Village Board is sufficient notification and there is no need to reapprove GIAG 21-001.

#### RECOMMENDATION

No action is necessary, this update will serve as notification of the change and will be included in GIAG 21-001's file. The same notification will appear on the Village Board October 5, 2021.

Attachment

09-10-21 Note and DeKalb Mechanical Proposal for GIAG 21-001

Here is our bid We've Excepted We had to get other quotes as We never rec'd any other Manks SEP 1 0 2021 VILLAGE OF MAPLE PARK



### Proposal 07/16/2021

Sheet Metal ♦ HVAC ♦ Refrigeration

Subject: New RTU

Bootleggers bar and grille

107 N. Main St

Maple Park, 60151

Attn: Tony

RECTY/ED

SEP 1 0 2021

VILLAGE OF MAPLE PARK

#### We propose the following:

Remove existing RTU and dispose

Provide and install new 5 ton Rooftop unit economizer

Reconnect outdoor internally insulated ductwork

Provide and install new programmable thermostat

Reconnect electrical and low voltage, gas piping and condensate drain

Provide and install crane and rigging

Start up and check out of new system

Total cost material and labor: \$10,750.00

Exclusions to quote: permits or associated fees, Electrical and low voltage, wiring of any kind, liquidated damages, temp heat, overtime or shift work, anything not covered under scope.

**INSTALLED NET PRICE (** 

) TERMS: Balance upon Completion

Acknowledged NNNA HARRINGTON on this day of SEPTEMBER 2021

Accepted By: Scott Johnson / DeKalb Mechanical (815) 739-1243



# Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309 Fax: 815-827-4040

Website: http://www.villageofmaplepark.com

#### **MEMORANDUM**

**TO:** Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach

**DATE:** September 15, 2021

SUBJECT: ANNEXATION DISCUSSION – AREA OF MAPLE PARK ROAD AND COUNTY LINE

**ROAD** 

#### **BACKGROUND**

On August 6, 2021, the Village of Maple Park entered into an Agreement to permit 19025 East County Line Road to tap into the Village's sanitary sewer system after a cross-connection was discovered. The Village entered into the Agreement with Mr. and Mrs. Mendel, updated its wastewater service charges for a non-resident property in order to allow this Agreement to be approved. The property owners pay the required non-resident wastewater fees for this rental property.

At the time the ordinance and resolution were passed, the Village Board considered whether the property should be annexed into the Village since the property was also tapped into the Village's water system. The Board asked that the discussion be placed on the Village calendar so that it could revisit the topic of annexation for this property in a year. It has been a year and the topic of annexation has been brought forth for discussion.

This possible annexation also opens up the larger discussion of whether the County Line Road properties directly south of the 19025 East County Line Road should also be considered for annexation, see attached map.

If we were to look at annexing these properties, the Village would need to look at the assessed value, the current zoning, if the other properties are on well and septic, etc. For example, the Mendel property pays the non-resident rate for their water and sanitary sewer bills. If the property is annexed, the higher non-resident rate would be lost, and the taxes associated with assessed value would be received.

#### RECOMMENDATION

That the Committee of the Whole discuss and determine if the Village should further discuss annexation and if so, direct Staff to begin the research on the identified properties or it the Village should place the issue on the calendar for review and consideration at another time.

### 19025 East County Line Road



**Area in green = Property for discussion** 

### **Area to Consider**



Property outlined in red = Unincorporated DeKalb County

Page 2 of 3

### **Detail Area Along County Line Road**



Area in green = 19025 East County Line Road
Property outlined in red = Unincorporated DeKalb County