



# *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.org>

## **FINANCE AND PUBLIC RELATIONS & DEVELOPMENT MEETING**

### **AGENDA**

**TUESDAY, AUGUST 27, 2019**

**7 P.M.**

**VILLAGE OF MAPLE PARK CIVIC CENTER**

**302 WILLOW STREET**

#### **1. CALL TO ORDER**

#### **2. ROLL CALL**

- 3. 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.

#### **4. APPROVAL OF MEETING MINUTES**

- July 23, 2019

#### **5. NEW BUSINESS**

- a. GIS Kane County Intergovernmental Agreement
- b. Zoning Review

#### **6. FOLLOW UP ITEMS**

- a. GIS Training Priorities
- b. Solar Ordinance
- c. Small Cell Wireless

#### **7. STRATEGIC PLAN ITEMS**

- a. Short Term
  - i. Zoning Review
  - ii. 5 Year Capital Plan
  - iii. TIF Plan
- b. Long Term
  - i. Downtown Development Plan
  - ii. Financing Major Infrastructure Projects
    - 1. Water Tower
    - 2. Water Treatment Plant
    - 3. Village Hall

#### **8. OTHER ITEMS**

#### **9. ADJOURNMENT**



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## FINANCE AND PUBLIC RELATIONS & DEVELOPMENT MEETING MINUTES

TUESDAY, JULY 23, 2019

7 P.M.

VILLAGE OF MAPLE PARK CIVIC CENTER  
302 WILLOW STREET

### 1. CALL TO ORDER

Chairman Chris Higgins called the meeting to order at 7:00 p.m.

### 2. ROLL CALL

Village Clerk Liz Peerboom called the roll call and the following Committee members were present: Trustee Chris Higgins, Trustee Suzanne Fahnestock, Trustee Chris Rebone. Absent: Trustee Jen Ward\* (arrived late).

Others present: Village Clerk Liz Peerboom.

### 3. 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.*

None.

### 4. APPROVAL OF MEETING MINUTES

- June 25, 2019

Trustee Fahnestock made a motion to approve the minutes from the June 25, 2019 meeting, seconded by Trustee Rebone. Motion carried by voice vote.

### 5. COMMITTEE PROJECTS

#### a. Competitive Review

- i. Impact Fees Moratorium, Water Sewer Connection Fees, Building Permit Fees – Competitive Review

The committee discussed the review of impact fees of different communities. Trustee Fahnestock pointed out that Sugar Grove is not on the spreadsheet.

Trustee Jen Ward arrived at 7:03 p.m.

Trustee Rebone said that he thinks that there is a problem with the St. Charles amounts.

Trustee Higgins advised that at this point Maple Park is the highest in fees. Consensus was to leave the building permit fees the same and bring it back up at a later date.

The committee then discussed the impact fees and the moratorium that expire on December 31, 2019. The committee also discussed a list of dates for when the committee would have the schedule of fees before the December 2019 Board of Trustees meeting. The committee also discussed having the entire Board at a future committee meeting to discuss the impact fees.

b. GIS – update and training – goals

Trustee Higgins went over GIS training costs for a half-day training. He advised that he is not able to get a company to come train the staff without high costs, adding that he would like the village to engage an engineering firm to work on the GIS. He explained that Harris and Associates is the only company that can do what we would like to do with the GIS – training and fixing the layers. He added that this would mean that Trustee Brandon Harris would not be able to discuss or vote on this item. Trustee Fahnestock then suggested reaching out to Kane County to see if they will do an intergovernmental agreement to help with this issue.

The committee also discussed putting this item out for bid to different engineering firms.

Consensus was to reach out to Harris & Associates to do the staff training, and reach out to Kane County to do the implementation.

c. Solar Ordinance

Trustee Higgins said that there was no change in the solar ordinance issue.

d. Small Cell Wireless

Trustee Higgins advised that the Planning Commission is working on this item.

**6. STRATEGIC PLAN ITEMS**

a. Short Term

i. Zoning Review

Trustee Higgins advised that he would like to have the Finance Committee work on the zoning review and then have the Planning Commission have the public hearing on the changes. He would like to start working on the changes now. Clerk Peerboom will print Title 11 of the Village Code for the members of the Finance to review and make changes.

## MINUTES

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Trustee Higgins said that he would like to change individual PINs, and gave an example. Trustee Ward said that she is extremely uncomfortable restricting uses, but she is okay with expanding uses.

ii. 5-Year Capital Plan

Trustee Higgins said that he would like the new Village Administrator to work on this item.

iii. TIF Plan

Trustee Higgins said that he would like the new Village Administrator to work on this item.

b. Long Term

- i. Downtown Development Plan
- ii. Financing Major Infrastructure projects
  1. Water Tower
  2. Water Treatment Plant
  3. Village Hall

## 7. OTHER ITEMS

None.

## 8. ADJOURNMENT

Trustee made a motion to adjourn the meeting, seconded by Trustee. Motion carried by voice vote.

Meeting adjourned at 8:22 p.m.

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Liz Peerboom, CMC  
Village Clerk



INTERGOVERNMENTAL SERVICES AGREEMENT  
Between the  
COUNTY OF KANE, ILLINOIS and the Village of Maple Park, ILLINOIS  
For  
GIS GEODATABASE HOSTING AND RELATED SERVICES

This intergovernmental agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the County of Kane, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "Kane County") and Village of Maple Park, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "Municipality").

WITNESSETH:

WHEREAS, Kane County is offering GIS Geodatabase hosting and related services to other local municipal organizations; and

WHEREAS, Municipality desires to retain the services of the Kane County GIS-Technologies, a division of the Information Technologies Department of Kane County, to host and maintain their GIS Data Layers on Kane County servers.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein the parties agree as follows:

1. **SERVICES:** Kane County shall provide hosting and related services to Municipality in accordance with the terms of this Agreement. The hosting services to be provided by Kane County are described in Schedule "A" attached hereto and incorporated into this Agreement and hereafter referred to as the "Services.")
2. **CONSIDERATION:**
  - a. In consideration for the Services provided, Municipality agrees to compensate Kane County in accordance with the Fee Schedule outlined in Schedule "A".
  - b. Kane County shall invoice Municipality for the Services on a mutually agreeable basis as outlined in Schedule "A".
3. **AGREEMENT TERM:**
  - a. The term of this Agreement shall commence on the date of this Agreement and shall continue for successive one-year periods which shall automatically renew under the same terms and conditions set forth herein without further documentation being required, subject to the right of revision as described below by either party, and unless and until either party terminates the Agreement in accordance with Section 16 herein (the "Term").
  - b. Kane County reserves the right to amend the Fee Schedule outlined in Schedule "A" during the Term upon thirty (30) days' notice to Municipality of such proposed revisions by submitting to Municipality a Notice of Revision, such Notice of Revision to take effect on the following month after such notice has been provided ("Effective Date") as defined in Section 17. If such proposed revisions are unacceptable to Municipality, Municipality may terminate

this Agreement pursuant to Section 16. In the event Municipality continues to use the Services after the Effective Date, Municipality is deemed to have accepted the revisions as proposed in the Notice of Revision.

4. **SUPPORT SERVICES:** Kane County shall provide technical and support services ("Support Services") to Municipality during normal business hours (8:30 am to 4:30 pm) Monday through Friday via telephone or email. Kane County's Support Services shall be limited to matters pertaining to this Agreement. Kane County does not provide support for any third-party software downloaded from the Internet or otherwise acquired and incorporated by Municipality.

5. **THIRD PARTY SOFTWARE PROHIBITED:**

- a. Municipality is strictly prohibited from installing any third-party software on Kane County servers without the express written authorization of Kane County.
- b. In the event that any authorized third-party software disrupts Kane County servers, Kane County shall have the right to temporarily disable the software until the problem can be resolved.
- c. In the event that Municipality installs third-party software on Kane County servers without the express written authorization of Kane County, Kane County shall have the right to terminate the Services without notice pursuant to Section 16 herein.

6. **DISK SPACE:** Kane County will provide the amount of hard disk storage specified in Schedule "A". In the event that Municipality exceeds its allotted disk space, Kane County shall notify Municipality to delete the additional files at which time Municipality must delete said additional files within one (1) week or pay supplemental charges for additional disk space.

7. **DATA TRANSFER RATES:** Municipality shall be limited to the amount of data transfer as specified in Schedule "A" that shall include Web server traffic, FTP traffic and any other traffic-generating program. Kane County shall have the right to disable the Website if Municipality exceeds its allotted amount of data transfer.

8. **SECURITY:**

- a. Kane County shall work with Municipality to obtain and configure their firewall to help prevent unauthorized access to control or limit access to Kane County computer and network resources.
- b. Kane County shall work with Municipality to configure their firewall and suggest upgrades and updates to the firewall throughout the Term. Kane County shall immediately notify Municipality of any breach of the firewall detected by Kane County.

9. **BACK-UP DATA AND DISASTER RECOVERY:**

- a. Kane County shall back up the geodatabases and Municipality's data daily and retain those back-ups.
- b. In the event Municipality's data is lost from Kane County servers, Kane County shall restore the back-up data to Municipality's servers.

- c. Kane County shall not be responsible for files that cannot be recovered due to corrupt data, or a disaster or event not in control of Kane County.

10. **CLIENT ACCESS:**

- a. Kane County shall provide Municipality the ability to access data stored in Municipality's workspaces.
- b. Municipality's connection will be secured by the firewall referred to in Section 8 or by a separate dedicated virtual private network solution.

11. **CONFIDENTIALITY:** Kane County shall not disclose to any third party or use, except in connection with the performance of Services hereunder, any confidential information of Municipality's business ("Confidential Information") in possession of Kane County.

12. **CLIENT CONTENT:**

- a. Municipality acknowledges that responsibility for all content provided by Municipality to Kane County for the performance of the Services ("Content") is the sole and exclusive responsibility of Municipality and that Kane County will not be held responsible in any way for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising out of or relating to the Content.
- b. Municipality acknowledges and agrees that Kane County may elect at its sole discretion to monitor the Content. Kane County shall have the right, but not the obligation, to remove Content that is deemed, in Kane County's sole discretion, harmful, offensive, in violation of any provision of this Agreement or breaches any law.
- c. Municipality agrees to indemnify and save harmless Kane County from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any such Content provided by Municipality.

13. **COMPLIANCE WITH THE LAW:**

- a. Municipality acknowledges and agrees that Kane County may elect at its sole discretion to monitor the activities of Municipality on its servers or website. Municipality agrees to use the Services and the website for legal purposes only. In the event that Kane County becomes aware or reasonably believes, in its sole discretion, that the servers or website is being used for illegal purposes, Kane County shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.
- b. Municipality agrees to indemnify and hold harmless Kane County from and against all that Kane County supplies as part of the Services. Municipality owns and shall continue to own all new custom layers built specifically for Municipality.

14. **INTELLECTUAL PROPERTY RIGHTS:** Kane County owns and shall continue to own all proprietary rights in all code and content that Kane County supplies as part of the Services. Municipality owns and shall continue to own all new custom layers built specifically for Municipality.

**15. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS:**

- a. Kane County represents and warrants to Municipality that:
  - (i) Kane County has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder.
  - (ii) Kane County shall use reasonable efforts to perform the Services as described in Schedule "A" attached hereto (except to the extent the Services are modified by the parties from time to time by mutual written agreement) and shall provide such Services in a professional manner consistent with industry standards.
  - (iii) Other than the express warranties stated above, Kane County makes no other representations or warranties hereunder of any kind, either express or implied, in relation to the Services, including but not limited to any warranty of merchantability and/or fitness for any particular purpose. In no event shall Kane County be liable, directly or indirectly, for any special or consequential or incidental damages including but not limited to loss of anticipated profits, loss of revenue or loss of data, or as a result of any interruption of service.
- b. Municipality represents and warrants to Kane County that:
  - (i) Municipality has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder.
  - (ii) All Content provided hereunder shall be wholly original to Municipality or Municipality has acquired the necessary rights from third parties to contribute such Content and include it in any maps or websites, and Content shall not violate any laws of any country and shall not infringe any other party's copyright, patent, trademark or other intellectual property right.
  - (iii) Municipality shall not, nor shall it allow, authorize or assist any third party to use the geodatabases or websites for any illegal purpose whatsoever.
- c. Each of the parties hereto agree to indemnify and hold harmless the other, and any of its respective successors, licensees and assigns, from any and all losses, costs, liabilities, damages and expenses (including reasonable lawyers' fees) resulting any breach of any representation, warranty and/or covenant under this Agreement.

**16. TERMINATION:**

- a. Either party may terminate this Agreement at any time on sixty (60) days written notice to the other. Kane County will export Municipality's custom layers to a standard non-enterprise geodatabase upon termination.
- b. Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon ten (10) business days' prior written notice, unless the party receiving notice corrects the default within such ten (10) business-day period.
- c. Notwithstanding the foregoing, pursuant to Section 5, 13, and 14, Kane County can immediately terminate this Agreement and withdraw the Services in the event that in the sole discretion of Kane County, it determines that:
  - (i) Municipality is using or allowing, authorizing or assisting the geodatabases or websites to be used for illegal purposes; or
  - (ii) Content is in breach of any law or any right of any third party, including but not limited to any right of copyright, trademark, or other property right of any person or entity; or



- (iii) Municipality downloads or installs third party software to its geodatabases or websites without the express written authorization of Kane County.

17. **NOTICE:**

- a. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given:
  - (i) When delivered personally to the individual designated below; or
  - (ii) On the third business day after sent by registered or certified mail, postage prepaid, addressed as follows:

TO VILLAGE OF MAPLE PARK:

Contact Name: Kathleen Curtis, Village President

Municipality: Village of Maple Park

Address: 302 Willow Street, P.O. Box 220, Maple Park, IL 60151

Phone: (815) 827-3309

E-mail: kcurtis@villageofmaplepark.com

TO KANE COUNTY:

Contact Name: Thomas S. Nicoski, Chief of GIS-Technologies

Kane County, Illinois

Address: 719 Batavia Ave. Geneva, IL, 60134

Phone: 630-208-8655

E-mail: nicoskithomas@co.kane.il.us

18. **INDEPENDENT CONTRACTORS:** Kane County and Municipality are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.

19. **FORCE MAJEURE:** Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations when caused by acts of God, strike, acts of war, inability of supplies or material or labor or any other cause beyond the reasonable control of said parties.

20. **SEVERABILITY:** In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

21. **ASSIGNMENT:** Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall ensure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

22. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, Kane County, Illinois, and Municipality.

23. **ENTIRE AGREEMENT:** This Agreement, including the recitals and schedules, set forth the entire agreement between the parties with respect to the subject matter hereof and, subject to Kane

County's right of revision as set out in subsection 3(b) herein, the Agreement shall be amended only in writing signed by both parties.

24. **COUNTERPARTS:** This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

KANE COUNTY, ILLINOIS

By: \_\_\_\_\_  
Christopher Lauzen, Kane County Board Chairman

ATTEST:

By: \_\_\_\_\_  
John Cunningham, Kane County Clerk

VILLAGE OF MAPLE PARK, ILLINOIS

By: \_\_\_\_\_  
Kathleen Curtis, Village President

ATTEST:

By: \_\_\_\_\_  
Elizabeth Peerboom, Village Clerk

SCHEDULE A  
TO  
INTERGOVERNMENTAL SERVICES AGREEMENT  
Between the  
COUNTY OF KANE, ILLINOIS and Village of Maple Park, ILLINOIS  
For  
GIS GEODATABASE HOSTING AND RELATED SERVICES

1. FEE SCHEDULE AND SERVICES (SUPPORT)

GIS Service – Hosting	Description	Cost
Basic GIS Hosting Services	Per Month, payable quarterly upon receipt of invoice from Kane County due net 30.	
GIS Service – Custom/Support Work*	Description	Cost
Custom Layers / Scanning	Per Hour	
Supplies (as needed)	Per Hour	
Custom Plotting (\$50 setup @ \$20 per plot/pdf)	Per Plot	
Custom Programming	Per Hour	

\*GIS Service – Custom/Support Work per Hour Minimum of 1/4 hour

2. HARD DISK STORAGE SPACE:
- \_\_GB Internal SQL/SDE Storage
  - \_\_GB External DMZ/SQL/SDE Storage
  - \_\_GB for Directory Storage

3. DATA TRANSFER REQUIREMENTS:
- ITD Standard Configuration