



Village of Maple Park

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

Village Hall: 815-827-3309

Website: <http://www.villageofmaplepark.org>

**BOARD OF TRUSTEES
SPECIAL BOARD MEETING AGENDA
TUESDAY, OCTOBER 3, 2023
MAPLE PARK CIVIC CENTER
302 WILLOW STREET, MAPLE PARK
IMMEDIATELY FOLLOWING THE BOARD OF TRUSTEES MEETING**

1. CALL TO ORDER

2. ROLL CALL/QUORUM ESTABLISHED

- 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. You may also send an e-mail to villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting. Time Limit: 5 minutes per speaker.*

4. DISCUSSION OF APPROVING THE ADJUDICATION ORDINANCE FOR THE FOLLOWING VIOLATIONS

- **Title 7, Motor Vehicle and Traffic, Chapter 2, Motor Vehicle Licenses**
- **Title 7, Motor Vehicle and Traffic, Chapter 11, Golf Carts and Utility Terrain Vehicles**
- **Title 6, Police Regulations**
- **Title 7, Motor Vehicles and Traffic**

5. ORDINANCES

A. 2023-13 AN ORDINANCE APPROVING ADDING TO TITLE 6, POLICE REGULATIONS OF THE MAPLE PARK VILLAGE CODE CHAPTER 8, ADMINISTRATIVE ADJUDICATION

This ordinance approves the administrative adjudication chapter 8 of Title 6, Police Regulations, of the Maple Park Village Code.

B. 2023-14 AN ORDINANCE AMENDING TITLE 7, MOTOR VEHICLES AND TRAFFIC, CHAPTER 5, "TRAFFIC SCHEDULES" OF THE MAPLE PARK VILLAGE CODE

This ordinance amends Title 7, Motor Vehicles and Traffic, Chapter 5, "Traffic schedules" of the Maple Park Village Code to add a two-way stop at State Street and Virgil Street, with stops signs on State Street.

6. MOTIONS

- **Motion to approve the independent contractor agreement between David Eterno and the Village of Maple Park, IL**
- **Motion to approve the Intergovernmental Agreement between the Village of Maple Park and the City of Genoa**

7. OTHER BUSINESS

8. ADJOURNMENT

VILLAGE OF MAPLE PARK

ORDINANCE NO. 2023-13

**AN ORDINANCE ADDING TITLE 6, POLICE REGULATIONS, CHAPTER 8,
ADMINISTRATIVE ADJUDICATION, OF THE MAPLE PARK VILLAGE CODE**

**ADOPTED BY
THE BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK**

Published in pamphlet form by authority of the Board of Trustees of the Village of Maple Park,
Kane and DeKalb Counties, Illinois, this 3rd day of October, 2023.

ORDINANCE 2023-13

**AN ORDINANCE ADDING TITLE 6, POLICE
REGULATIONS, CHAPTER 8, ADMINISTRATIVE
ADJUDICATION, OF THE MAPLE PARK VILLAGE CODE**

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the Village of Maple Park, Illinois as follows:

Section 1: That Title 6, of the Village Code of Maple Park, Illinois be amended by adding Chapter 8, Administrative Adjudication.

Section 2. That each section, paragraph, sentence, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance nor any part thereof, other than the part affected by such decision.

Section 3. That except as to the addition heretofore mentioned, all chapters and sections of the Village Code of Maple Park, Illinois, shall remain in full force and effect.

Section 4. That this Ordinance shall, by authority of the Board of Trustees of the Village of Maple Park, Illinois, be published in pamphlet form. From and after ten days after said publication, this Ordinance shall be in full force and effect.

PASSED BY THE BOARD OF TRUSTEES of the Village of Maple Park, Illinois, at a regular meeting thereof held on the 3rd day of October, 2023, and approved by me as Village President on the same day.

AYES:
NAYS:
ABSENT:

ATTEST:

Suzanne Fahnestock, Village President

Caryn Minor, Village Clerk

CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTIES OF DEKALB AND KANE)

I, Caryn Minor, certify that I am the duly appointed and acting municipal clerk of Maple Park, DeKalb and Kane County, Illinois.

I further certify that on the 3rd day of October, 2023, the Board of Trustees of the Village of Maple Park passed and approved Ordinance 2023-13, **“AN ORDINANCE ADDING TITLE 6, POLICE REGULATIONS, CHAPTER 8, ADMINISTRATIVE ADJUDICATION, OF THE MAPLE PARK VILLAGE CODE.”**

Dated at Maple Park, Illinois, this 3rd day of October, 2023.

(SEAL)

Caryn Minor, Village Clerk

Chapter 8

ADMINISTRATIVE ADJUDICATION

SECTION:

- 6-8-1: Purpose**
- 6-8-2: Creation**
- 6-8-3: Administrative Composition**
- 6-8-4: Notice of Violation**
- 6-8-5: Service and Notice of Hearing**
- 6-8-6: Administrative Hearings**
- 6-8-7: Final Determination of Liability**
- 6-8-8: Judicial Review**
- 6-8-9: Enforcement of Judgement**
- 6-8-10: Schedule of Fines/Penalties**
- 6-8-11: Notices and Subpoenas**
- 6-8-12: Impending Suspension of Driver's License; Notice**
- 6-8-13: Towing and Impoundment of Motor Vehicles**
- 6-8-14: Request for Hearing in the Case of Towing and Impoundment of Motor Vehicles**
- 6-8-15: Post Impoundment Notice**
- 6-8-16: Towing Services**
- 6-8-17: Eviction Rights of Occupants**
- 6-8-18: Defenses to Building Code Violations**
- 6-8-19: Sanctions Applicable to the Building Owner**
- 6-8-20: Federal Government Contracts Under the Building Code**

6-8-1: PURPOSE:

The stated purpose of this chapter is to provide for fair and efficient enforcement of Village ordinances as may be allowed by law and directed by ordinance, through an administrative adjudication of violations of such village ordinances and establishing a schedule of fines and penalties; and authority and procedures for collection of unpaid fines and penalties.

6-8-2: CREATION:

There is hereby established an administrative department of the municipal government to be known as the Village of Maple Park ordinance enforcement department and to have the power to enforce compliance with all municipal ordinances as from time to time authorized by the Village Board and any offenses under the Illinois Building Code, but not governing the movement of vehicles and except for any reportable offense under section 6-204 of the Illinois Vehicle Code. The establishment of the Village of Maple Park ordinance enforcement department does not preclude the Village President and Village Board from using any other method to enforce ordinances of the Village.

6-8-3: ADMINISTRATIVE COMPOSITION:

The Village of Maple Park ordinance enforcement department shall be composed of a hearing officer, an ordinance enforcement administrator, system coordinator/computer operator and such other personnel hereinafter appointed, with the power and authority as hereinafter set forth.

The Village President is hereby authorized to appoint all hearing officers of this Village with the advice and consent of the Village Board. The Village President is hereby authorized to appoint all other persons to hold the positions hereinafter set forth below, and such other personnel as needed. Other than the hearing officer, one person may hold and fulfill the requires of one of more of the above stated positions, and compensation for each of the hereinafter stated positions shall be as approved by the Village President and Village Board.

A. Hearing Officer:

1. The hearing officers shall preside over all adjudicatory hearings and shall have the following powers and duties:
 - a. Preside at an administrative hearing called to determine whether or not a code violation exists;
 - b. Hear testimony and accept evidence that is relevant to the existence of the city code violation;
 - c. Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing.
 - d. Issue and sign a written finding, decision and other order stating whether a village code violation exists; and
 - e. Impose penalties, sanctions or such other relief consistent with applicable village code provisions and assess costs upon finding a party liable for the charged violation, except however, that in no event shall the hearing officer have authority to impose a penalty of incarceration.
2. Prior to conducting administrative adjudication proceedings under this chapter, the hearing officer shall have successfully completed a formal training program which includes the following:

- a. Instruction on the rules of procedure of the administrative hearings over which the hearing officer shall preside;
 - b. Orientation to each subject area of the code violation that he/she will adjudicate;
 - c. Observation of administrative hearings; and
 - d. Participation in hypothetical cases, including ruling on evidence and issuing final orders.
 - e. A hearing officer must be an attorney license to practice law in the State of Illinois for at least three (3) years.
- B. Ordinance Enforcement Administrator: the ordinance enforcement administrator is authorized and directed to:
 1. Operate and manage the system of administrative adjudication of Village of Maple Park ordinance violations as may be permitted by law and directed by ordinance.
 2. Adopt, distribute, and process all notices as may be required under this chapter or as may be reasonably required to carry out the purpose of this chapter.
 3. Track and monitor monies paid as fines and/or penalties assessed after a final determination of liability.
 4. Certify copies of final determinations of an ordinance violation adjudicated pursuant to this chapter, and any factual reports verifying the final determination of any violation liability which was issued in accordance with this chapter, the laws of the State of Illinois, including 625 Illinois Compiled Statutes ("ILCS") 5/11-208.3, as from time to time amended.
 5. Certify reports to the Illinois Secretary of State concerning initiation of suspension of driving privileges in accordance with the provisions of this chapter as hereinafter set forth, and those of 625 Illinois Compiled Statutes 5/6-306.5.
 6. Promulgate rules and regulations reasonably required to operate and maintain the administrative adjudication system hereby created.
 7. Collect unpaid fines and penalties through private collection agencies and the State pursuit of all post judgement remedies available by current law.
- C. System Coordinator/Computer Operator: The system coordinator/computer operator is hereby authorized and directed to operate and maintain the computer programs for the administrative adjudication system of the Village of Maple Park ordinance enforcement department hereby created, on a day-to-day basis, including, but not limited to:
 1. Input of ordinance violation citations and information.
 2. Establishing court dates and notice dates.
 3. Issue subpoenas ordering witnesses and violators to appear in adjudication court as needed or directed by the hearing officer.
 4. Record fine and penalty assessment and payments.
 5. May issue payment receipts.
 6. Issue succeeding notice of hearing dates and/or final determination of liability; issue notice of impending impoundment; issue notice of impending driver's license suspension, issue collection notices and final collection notices as directed by the ordinance enforcement administrator in accordance with the provisions hereinafter set forth.
 7. Keep accurate records of appearances and nonappearances at administrative hearings, pleas entered, judgements entered, sanctions imposed, if any, fines and penalties assessed and paid.

6-8-4: NOTICE OF VIOLATION:

The system of administrative adjudication of any village ordinance violation authorized to be adjudicated hereunder, shall be in accordance with the following procedures:

- A. Notice of any ordinance violation including violations of the village motor vehicles and traffic code, Title 7 of this code, other than any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles and except for any reportable offense under section 6-204 of the Illinois Vehicle Code (hereinafter the "village motor vehicle code"), shall be issued by the persons authorized under this code and shall contain information and shall be certified and constitute prima facie evidence of the violation cited as hereinafter set forth.
- B. All full time, and part time officers, as well as other specifically authorized individuals of any Village department shall have the authority to issue violation notices and ordinance citations.
- C. Any individual authorized hereby to issue ordinance citations and violation notices and who detects an ordinance violation authorized to be adjudicated under this chapter or a violation of any section of any village ordinance, is authorized to issue a notice of violation or ordinance citation thereof and shall make service thereof as is hereinafter set forth.
- D. The violation notice shall contain, but shall not be limited to, the following information:
 - 1. The name and address of the party violating the ordinance, if known.
 - 2. The date, time and place of the violation (date of issuance).
 - 3. The type and nature of the ordinance violated.
 - 4. Vehicle make and state registration number (if applicable).
 - 5. Failure to pay or appear may result in a default judgement being entered and the imposition of the maximum fine provided by law for each alleged offense cited plus court costs.
 - 6. The names and witnesses of the violation.
 - 7. The signature and identification number of the person issuing the notice.
 - 8. The docket or citation number, date, and location of the adjudication hearing of ordinance violations, if applicable, the legal authority and jurisdiction under which the hearing is to be held.
- E. The date of the hearing shall not be less than thirty (30) nor more than sixty (60) days after the violation is reported.

6-8-5: SERVICE AND NOTICE OF HEARING:

- A. Service of any violation notice shall be made by the person issuing such notice:
 - 1. In the case of violation of the Village motor vehicle code, service shall be made by:
 - a. Affixing the original or a facsimile of the notice to an unlawfully standing or parked vehicle, unstickered vehicle, or vehicle violating any compliance regulation;
 - b. Handing the notice to the registered owner, operator, or lessee of the vehicle, if present; or
 - c. Mailing the notice by first class mail to the person responsible for the ordinance violation, which may include notice to appear in court date in accordance with 6-8-4 E.
 - 2. In the case of a violation of the building code, service shall be made by:

- a. First class mail on the owner of the structure, along with a summons or Notice to Appear commanding the owner to appear at the hearing;
 - b. If the name of the owner of the structure cannot be ascertained or if service on the owner cannot be made by mail, service may be made on the owner by posting or attaching a copy of the notice on the front door of the structure where the violation is found, not less than twenty (20) days before the hearing is scheduled.
- 3. In the case of any ordinance violation other than a violation of the Village motor vehicle code or building code, service shall be made by hand delivery or by first class mail to the person responsible for the ordinance violation, which may include a summons or Notice to Appear commanding the individual to appear at the hearing.
- B. The correctness of facts contained in any ordinance violation citation shall be verified by the person issuing said notice by:
 - 1. Signing his/her name to the notice at the time of issuance; or
 - 2. In the case of a notice produced by a computer device, by signing a single certificate, to be kept by the ordinance enforcement administrator, attesting to the correctness of all notices produced by the device while under his/her control.
- C. The original or a facsimile if the violation citation shall be retained by the ordinance enforcement administrator and kept as a record in the ordinary course of business.
- D. Any violation citation issued, signed, and served in accordance herewith, or a copy of the notice, shall be prima facie correct and shall be prima facie evidence of the correctness of the facts shown on the citation.

6-8-6: ADMINISTRATIVE HEARINGS:

- A. An administrative hearing shall be granted for the following:
 - 1. To adjudicate any alleged ordinance violation on its merits.
 - 2. To contest the validity of a notice of impending impoundment, or, the validity of a notice of impending driver's license suspension. The hearing shall be granted to the registered owner or operator of the "cited vehicle", pursuant to 625 Illinois Compiled Statutes 5/11-208.3 or the lessee of the "cited vehicle", pursuant to 625 Illinois Compiled Statutes 5/11-1306, incorporated herein by reference, and at the date, time and place as is set forth by the ordinance enforcement administrator and served upon the registered owner, operator, or lessee for hearings contesting the validity of notices of impending impoundment or driver's license suspension.
- B. No continuances shall be authorized by the hearing officer at the hearing except where absolutely necessary to protect the rights of the individual or for other good cause shown. Lack of preparation does not constitute cause for a continuance. No continuance may be granted for more than sixty (60) days.
- C. At any time prior to the hearing date the hearing officer assigned to hear the case may, at the request of the building inspector or the attorney for the village, or the owner or his attorney, issue subpoenas directing witnesses to appear and give testimony at the hearing.
- D. If on the date set for the hearing the person or entity or his or her or its attorney fails to appear, the hearing officer may find the person or entity in default and shall proceed with the hearing and accept evidence relevant to the existence of a code violation.

- E. All administrative hearings shall be recorded and shall culminate in a determination of liability or nonliability made by the hearing officer., who shall consider facts and/or testimony without the application of the formal or technical rules of evidence. Evidence including hearsay, may be admitted only if it is a type of commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- F. The hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with section 1-4-1 of this chapter. Persons appearing to contest the alleged violation on its merits may be represented by counsel at their own expense. The burden of proof shall be on the alleged offender to refute the prima facie case set forth in the verified citation or notice of violation.

6-8-7: FINAL DETERMINATION OF LIABILITY:

- A. A final determination of liability shall occur following the failure to pay the fine or penalty and/or upon the hearing officer's determination of liability and the exhaustion of, or the failure to exhaust, any administrative review procedures hereinafter set forth.
- B. When a person fails to appear at the administrative hearing to contest the alleged violation on the date and at the time and place specified in a prior served or mailed notice pursuant to this chapter, the hearing officer's determination of liability shall become final either upon a denial of a timely petition to set aside that determination or upon the expiration of the period for filing a petition without a filing having been made.
- C. A notice of final determination of liability shall be provided following the conclusion of an administrative hearing or sent by U.S. Mail within five (5) days after the final determination of liability is made, as is hereinafter set forth, and shall contain, but not be limited to, the following information and warnings:
 - 1. The hearing officer's finding of fact.
 - 2. A decision of whether or not a code violation exists based upon the findings of fact.
 - 3. A statement that the unpaid fine and any penalty assessed is a debt due and owing the Village.
 - 4. A statement of any sanction ordered or costs imposed which costs are debts due and owing the Village.
 - 5. A warning that failure to pay the fine and any penalty due and owing the Village within the time specified may result in further court proceedings, additional fees, and the debt being turned over to the State of Illinois or collections.
 - 6. The signature of the hearing officer and the date of determination.

6-8-8: JUDICIAL REVIEW

Any final decision by a hearing officer that a code violation does or does not exist shall constitute a final determination for purposes of judicial review under the Illinois Administrative Review law, 65 Illinois Compiled Statutes 5/1-2.1-1 et seq. and 5/1-2.2-1 et seq.

6-8-9: ENFORCEMENT OF JUDGEMENT

- A. Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of, or the failure to exhaust, judicial review

procedures under the Illinois administrative review law are a debt due and owing the municipality and may be collected in accordance with applicable law.

- B. After expiration of the period in which judicial review under the Illinois administrative review law may be sought for a final determination of a code violation, the Village may commence a proceeding in either the circuit court of DeKalb or Kane County for the purpose of obtaining a judgement on the findings, decision, and order.
- C. In any case in which a hearing officer finds that an individual has failed to comply with a judgement ordering an individual to correct a code violation or imposing any fine or other sanction as a result of a code violation, any expenses incurred by a municipality to enforce judgement including, but not limited to, attorney fees, court costs, and other costs related to property demolition or foreclosure after they are fixed by the hearing officer, shall be a debt due and owing the Village and may be collected in accordance with applicable law.
 - 1. A lien shall be imposed on the real estate or personal estate, or both, of the individual in the amount of any debt due and owing the Village under this chapter. The lien may be recorded and enforced in the same manner as a judgement lien pursuant to a judgement of a court of competent jurisdiction. No lien may be enforced under this chapter until it has been recorded in the manner provided by article XII of the code of civil procedure or by the uniform commercial code.
 - 2. Unpaid fines which are debts due to the Village may be turned over to an outside collection agency and/or the State of Illinois Debt Recovery program.
- D. A hearing officer may set aside any judgement entered by default and set a new hearing date upon a petition filed within twenty-one (21) days after the issuance of the order of default if the hearing officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner establishes that the Village did not provide proper service of process.

6-8-10: SCHEDULE OF FINES/PENALTIES:

- (A) Fines and penalties shall be imposed in accordance with this code for all violations paid prior to the date set for hearing, or where no fine or penalty is expressed in this code, or for all violations not paid prior to the hearing date, the hearing officer may impose a fine or penalty according to his or her judgment. However, in no case may the fines imposed by the hearing officer exceed \$750 per violation per day, or a maximum of \$2,500 for all building code violations.
- (B) Any person who pleads guilty or liable or is found guilty or liable, in addition to a fine shall be responsible to pay the costs of adjudication of \$50. If a fine is imposed for a continuing violation for each day constitutes a separate offense, the costs of adjudication shall also be assessed for each day of the continuing offense.
- (C) In addition to or in lieu of a fine and costs, the hearing officer may also require a person who pleads guilty or is found guilty or liable for an offense to perform community service of not more than 250 hours per offense.

6-8-11: NOTICES AND SUBPOENAS:

Upon failure of the person receiving an ordinance citation notice of a violation of a Village ordinance, other than a Village motor vehicle code violation, to appear at the time and date designated for a hearing, or, in the case of a violation of the Village motor vehicle code, the registered owner, operator, or lessee of the cited vehicle to pay the fine in full as stated on said citation, the ordinance enforcement administrator shall send or cause to be sent notices by first class mail, postage prepaid to the person who received the citation or notice of an ordinance violation; at the address as is recorded with the secretary of state. Service of notices sent in accordance herewith shall be complete as of the date of deposit in the United States Mail. In the case of a violation of the Village motor vehicle code, the registered owner, operator, or lessee of the cited vehicle will be sent the notice at the address as is recorded with the secretary of state, and shall be sent to the lessee of the cited vehicle at the address last known to the lessor of the cited vehicle at the time of the lease.

The notices sent in accordance herewith shall be in the following sequence and contain, but not be limited to, the following information:

A. Village Parking Violations Notices

Upon failure of the person receiving a Village parking citation, the registered owner, operator, or lessee ("respondent") of the cited vehicle to pay the fine in full stated on said citation, the following notices shall be sent as stated below and shall contain, but not be limited to, the following information:

- Date of parking violation cited on the ordinance citation.
 - Fine cited on the ordinance citation.
 - Statement that failure to pay the fine(s) immediately may result in court proceedings and additional fees.
1. Collection Notice – Shall be sent to any "respondent" failing to pay said parking fine(s) in full by the date stated on the citation and/or adhere to the agreed upon payment plan.
 2. Final Collection Notice – Shall be sent to any "respondent" for fine(s) remaining unpaid for thirty (30) days past the date of the collection notice.

B. Ordinance Violation Notices: Upon failure of the person receiving an ordinance violation to pay the fine and/or penalties, as determined by the hearing officer, in full as mandated at the adjudication hearing, the following notices shall be sent as stated below and shall contain, but not limited to, the following information:

- Citation/Docket #
- Date of ruling
- Total of fine(s) and penalty(s) due to the Village
- Payment received, if any, and the balance of the fines due
- State that said debt due to the Village of Maple Park, and
- Warning that failure to comply with the court order and pay the fine(s) immediately may result in further court proceedings, additional fees, the debt being turned over to collections and the Ste debt recovery program.

1. Collection Notice – Shall be sent to any “respondent” failing to comply with the court order and pay said fine(s) within 35 days of the final determination of liability.
 2. Final Collection Notice – Shall be sent thirty (30) days past the collection notice date to any “respondent” failing to comply with the court order.
- C. Failure to Appear Default Judgements and Subpoenas – Upon failure to the person receiving a citation for a violation of a Village ordinance, to appear at the time and date designated for a hearing or to pay the fine in full as stated on the citation:
1. A default judgement notice along with the ruling containing the determination of liability by the hearing officer will be sent by U.S. Mail, or
 2. A subpoena or Notice to Appear commanding the respondent’s appearance at a future court date and time will be sent via U.S. Mail as directed by the hearing officer.

6-8-12: IMPENDING SUSPENSION OF DRIVER’S LICENSE; NOTICE:

A notice of impending suspension of a person’s driver’s license shall be sent to any person determined to be liable for the payment of any fine or penalty that remains due and owing on ten (10) or more vehicular standing or parking regulation violations:

- A. The notice shall state that the failure to pay the fine or penalty owing within forty five (45) days of the date of the notice will result in the Village notifying the secretary of state that the person is eligible for initiation of suspension proceedings under 625 Illinois Compiled Statutes 5/6-306.5, incorporated herein by reference.
- B. The notice of impending driver’s license suspension shall be sent by first class U.S. Mail, postage prepaid, to the address recorded with the secretary of state.

6-8-13: TOWING AND IMPOUNDMENT OF MOTOR VEHICLES:

- A. Any motor vehicle whose registered owner has been determined to be liable for ten (10) or more vehicular standing or parking regulation violation(s), for which the fines or penalties assessed remain unpaid, may be towed and impounded if:
 1. The ordinance enforcement administrator has determined that a person has been determined to be liable for ten (10) or more ordinance violations, for which the fines and penalties remain unpaid.
 2. The person determined to be liable for ten (10) or more violations is the registered owner of a motor vehicle located within the Village’s geographical boundaries.
 3. A seizure notice has been sent out to the registered owner of the motor vehicle located within the geographical boundaries of the Village which contains, but shall not be limited to, the following:
 - a. That a final determination has been made on ten (10) or more ordinance violations, for which the fines and penalties remain unpaid.
 - b. A listing of the violations for which the person has been determined to be liable, which shall include for each violation:
 - i. The ordinance violation notice number;
 - ii. Date of issuance; and
 - iii. Total amount of fines and penalties assessed.

- c. That the motor vehicle owned by the person and located within the Village is subject to towing and impoundment if the fines and penalties are not paid within fifteen (15) days of the date of the notice.
 - d. Date of impending towing and impoundment.
 - e. That the registered owner may contest the validity of the notice by appearing in person before the ordinance administrator within fifteen (15) days of the date of the notice and submitting evidence which would conclusively disprove liability, such as the following:
 - i. That the registered owner was not the owner or lessee of the vehicle on the date or dates the notices of violation were issued; or
 - ii. That the fines or penalties for the violation cited in the notice were paid in full; or
 - iii. That the registered owner has not accumulated ten (10) or more ordinance violation notices which are unpaid, not adjudicated or for which no appearance was made.
4. The motor vehicle of the registered owner to whom notice is sent has failed to make payment of the fines or penalties as specified in the notice and has failed to appear with evidence to conclusively disprove liability before the ordinance enforcement administrator to contest the validity of the notice.

6-8-14: REQUEST FOR HEARING INB THE CASE OF TOWING AND IMPOUNDMENT OF MOTOR VEHICLES:

Upon receipt of the request for hearing to contest the validity of the towing and impoundment, the ordinance enforcement administrator shall schedule an administrative hearing to contest the validity of the towing and impoundment on the next scheduled hearing date or if sooner scheduled by the ordinance enforcement administrator for good cause shown, but in no case shall the hearing be scheduled later than forty-five (45) days after the request for hearing is filed and shall serve notice of the hearing date upon the registered owner by first class U.S. Mail, postage prepaid, to the address as set forth on the request for hearing. Service of the notice shall be complete on the date it is placed in the United States Mail.

6-8-15: POST IMPOUNDMENT NOTICE:

Within ten (10) days after a vehicle has been impounded, notice of impoundment shall be sent by certified mail, return receipt requested, to the registered owner of the vehicle. The notice shall state that the owner has the right to a post immobilization and post towing hearing as provided in section 6-8-14 of this chapter and that if the vehicle is not claimed within thirty (30) days from the date of the notice, the vehicle may be sold or otherwise disposed of in accordance with the Illinois Vehicle Code.

6-8-16: TOWING SERVICES:

The ordinance enforcement administrator shall appoint or retain the services of an individual, agency, or company to tow and impound vehicles in accordance herewith, provided that that individual, agency, or company is fully insured and licensed according to local or state law and has available a secured impound area within which to retain vehicles impounded hereunder. For

the purpose of this section a "secured area" shall mean an area bounded by a fence, chain link or otherwise, of a sufficient height and with locking gates so as to minimize or prevent unauthorized entry into the impounded vehicles.

6-8-17: EVICTION, RIGHT OF OCCUPANTS:

In the case of a building code violation, no action for eviction, abatement of a nuisance, forcible entry and detainer or other similar proceeding shall be threatened or instituted against an occupant of a dwelling solely because such occupant agrees to testify or testifies at a code violation hearing.

6-8-18: DEFENSES TO BUILDING CODE VIOLATIONS:

It shall be a defense to a building code violation if the owner, his attorney, or any other agent or representative proves to the hearing officers' satisfaction that:

- A. The code violation alleged in the notice does not in fact exist, or at the time of the hearing the violation has been remedied or removed;
- B. The code violation has been caused by the current property occupants and that in spite of reasonable attempts by the owner to maintain the dwelling free of such violations, the current occupants continue to cause the violations;
- C. An occupant or resident of the dwelling has refused entry to the owner or his agent to all or a part of the dwelling for the purpose of correcting the code violation.

6-8-19: SANCTIONS APPLICABLE TO THE BUILDING OWNER:

The order to correct a building code violation and the sanctions imposed by a municipality as the result of a finding of a code violation shall attach to the property as well as to the owner of the property, so that a finding of a code violation against one owner cannot be avoided by conveying or transferring the property to another owner. Any subsequent transferee or owner of property takes subject to the findings, decision, and order of a hearing officer.

6-18-20: FEDERAL GOVERNMENT CONTRACTS UNDER THE BUILDING CODE:

A person who contracts with the federal government or any of its agencies, including, without limitation, the Department of Housing and Urban Development, to care for vacant residential real estate shall be responsible for maintaining the property to prevent and correct municipal health and safety code violations. A person who intentionally violates this section is guilty of a business offense and shall be fined not less than five hundred one dollars (\$501.00) and not more than one thousand dollars (\$1,000.00).

**VILLAGE OF MAPLE PARK
KANE AND DEKALB COUNTIES, ILLINOIS**

ORDINANCE NO. 2023-14

**AN ORDINANCE AMENDING TITLE 7, MOTOR VEHICLES AND TRAFFIC,
CHAPTER 5, "TRAFFIC SCHEDULES"
OF THE MAPLE PARK VILLAGE CODE**

**ADOPTED BY
THE BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK, ILLINOIS**

**Published in pamphlet form by the authority of the Board of Trustees of the Village of
Maple Park, Kane and DeKalb Counties, Illinois this 3rd day of October, 2023.**

ORDINANCE NO. 2023-14
AN ORDINANCE AMENDING TITLE 7, MOTOR VEHICLES AND TRAFFIC,
CHAPTER 5, "TRAFFIC SCHEDULES"
OF THE MAPLE PARK VILLAGE CODE

WHEREAS, the Board of Trustees of the Village of Maple Park, Illinois has determined after careful review that modification of the traffic schedules within the Maple Park Municipal Code is appropriate with regard to stop intersections within the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Maple Park, Illinois as follows:

Section One: That Title 7, Chapter 5 Section 7-5-1 of the Village of Maple Park Village Code shall be hereby amended to revise said section as follows:

7-5-1: STOP STREETS:

- A) One-Stop Streets: The following intersections, involving a "T" termination of the stop street listed below, shall be designated with one (1) stop sign being posted at the intersection as listed below:

Street Intersection	Stop Street	Ord. No.
Broadway and Liberty	Liberty	2013-07, 4-2-2013
Broadway and Pearl	Pearl	2013-07, 4-2-2013
Broadway and State	State	2013-07, 4-2-2013
County Line and Center	Center	2013-07, 4-2-2013
County Line and State	State	2013-07, 4-2-2013
County Line and E. Ashton	E. Ashton	2013-07, 4-2-2013
County Line and Elm	Elm Street	2013-07, 4-2-2013
County Line and Main	Main Street	2013-07, 4-2-2013
County Line and W. Ashton	W. Ashton	2013-07, 4-2-2013
County Line and Pearl	Pearl	2013-07, 4-2-2013
County Line and Washington	Washington	2013-07, 4-2-2013
E. Ashton and DeKalb	DeKalb	2013-07, 4-2-2013
E. Ashton and Settlement	Ashton	2013-07, 4-2-2013
Kennebec and Main	Kennebec	2013-07, 4-2-2013
Main and Broadway	Broadway	2013-07, 4-2-2013
Main and Green	Green	2013-07, 4-2-2013
Main and Summer	Main	2013-07, 4-2-2013
Main and Kennebec	Kennebec	2013-07, 4-2-2013

- B) Two-Way Stops: Two (2) stop signs shall be posted at the intersections as listed below:

Street Intersection	Two-Way Stop Street	Ord. No.
Broadway and Maple	Maple	2013-07, 4-2-2013
Broadway, Oak and Center	Oak and Center	2013-07, 4-2-2013
County Line and Ashton	Ashton	2013-07, 4-2-2013
County Line and DeKalb	DeKalb	2013-07, 4-2-2013
Elm and Liberty	Elm	2013-07, 4-2-2013
State and Virgil	State	2023-14, 10-3-2023

- C) **Three-Way Stops:** Three (3) stop signs shall be posted at the intersection listed below, as follows:

Liberty and Main -- stop signs shall be posted on Liberty Street going north and south and on Main Street proceeding west. No stop sign shall be posted on Main Street proceeding east. 2013-07, 4-2-2013

- D) **Four-Way Stops:** The following intersections shall be designated as four-way stops:

Street Intersection	Ordinance No.
Elia and DeKalb	2013-07, 4-2-2013
DeKalb and Huntley	2013-07, 4-2-2013
Elm and Pleasant	1997-21, 12-2-1997
Main and Pleasant	1997-21, 12-2-1997
Broadway and Willow	2013-07, 4-2-2013
Willow and Liberty	1996-06, 7-6-1999; amended 2001-01, 2-1-2000; 01-22, 11-6-2001

Section Two: This Ordinance shall take effect immediately upon its passage, approval and publication as required by law.

Section Three: That all ordinances and parts of ordinances in conflict or inconsistent with the provisions of this ordinances are hereby repealed to the extent of any such conflict or inconsistency.

Section Four: That if any part or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this ordinance.

Section Five: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as hereby authorized to be done by the President and Board of Trustees.

PASSED BY THE BOARD OF TRUSTEES of the Village of Maple Park, Illinois at a regular meeting thereof held on the 3rd day of October, 2023, and approved by me as Village President on the same day.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 3rd day of October, 2023.

SEAL

Suzanne Fahnestock, Village President

ATTEST:

Caryn Minor, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTIES OF KANE AND DEKALB)

PUBLICATION IN PAMPHLET FORM

I, Caryn Minor, certify that I am the Village Clerk of the Village of Maple Park, Kane and DeKalb Counties, Illinois, and as such officer I am the keeper of the records, files and proceedings of the corporate authorities of said municipality.

I further certify that, as of the date hereof, Ordinance No. 2023-14, adopted by the corporate authorities on October 3, 2023, entitled AN ORDINANCE AMENDING TITLE 7, MOTOR VEHICLES AND TRAFFIC, CHAPTER 5, "TRAFFIC SCHEDULES" OF THE MAPLE PARK VILLAGE CODE has been duly published in pamphlet form in accordance with Section 1-2-4 of the Illinois Municipal Code.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and the seal of the municipality this 3rd day of October, 2023.

(SEAL)

Caryn Minor, Village Clerk
Village of Maple Park
Kane and DeKalb Counties, IL

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
DAVID ETERNO
AND
VILLAGE OF MAPLE PARK, IL**

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this ____ day of _____, 2023 (the “Effective Date”), by and between **DAVID ETERNO** (the “Attorney”) and **THE VILLAGE OF MAPLE PARK** (“Village”).

WHEREAS, David Eterno is an attorney licensed to practice law in the State of Illinois, in good standing; and

WHEREAS, the Village desires to retain the services of the Attorney to assist in the implementation of an administrative adjudication system and therefore to perform duties commensurate with the facilitation of this system, including but not limited to drafting and/or reviewing appropriate ordinances, rules, forms and related documents pertaining to this system, and presiding over the hearings as Administrative Law Judge; and

WHEREAS, the Attorney desires to be retained by the Village in such capacity in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of such consideration are hereby acknowledged, the parties agree as follows.

Section 1. Retention. Subject to the provisions of this Agreement, the Village hereby retains David Eterno and David Eterno hereby accepts retention by the Town to perform the duties of the Attorney as described below. The Attorney shall act at all times as an independent contractor and not as an employee of the Village. The Village and the Attorney shall reasonably establish the day(s) the Attorney shall perform his duties.

Section 2. Attorney’s Duties and Responsibilities.

All duties of the Attorney as set forth in the Village Ordinance, including, but not limited to:

1. Presiding over and adjudicating hearings conducted within the Administrative Adjudication system for Village of Maple Park violations, held pursuant to all relevant provisions of the Village Ordinance and applicable statutes of the State of Illinois including but not limited to 65 ILCS 5/1-2.2 and 625 ILCS 5/11-208.3.

2. Reviewing and providing input on notices, documents, and processes used in the Village’s system of administrative hearings;

3. Performing any and all other tasks which are necessary, incidental, or helpful to the Administrative Law Judge’s duties and hearing process under the ordinance and to his obligations as imposed by this agreement and by the Illinois Rules of Professional Conduct;

4. Demonstrate continuous effort to improve and/or uphold hearing procedures, and work cooperatively and jointly to provide for the fair and efficient conduct of hearing for the citizens of Maple Park and all other persons and entities appearing before the Administrative Law Judge.

Section 3. Nature of Agreement. The parties acknowledge and agree that the Attorney will be retained as an independent contractor of the Village of Maple Park, not as an employee. Nothing in this Agreement shall be construed to create an employee relationship between the parties. The Attorney is not authorized to enter into contracts or agreements on behalf of the Village or to otherwise create obligations of the Village to third parties.

Taxes and Other Obligations. The Attorney shall report for Federal and state income tax purposes all amounts received by him under this Agreement as income. The Attorney shall have sole responsibility for the withholding of all Federal and state income taxes, unemployment insurance tax, social security tax, and other withholding with respect to payments made under this Agreement. The Attorney shall not be entitled to any employment benefits of any kind provided by the Village to its employees including, but not limited to, vacation pay, sick leave pay, retirement plan and related benefits, social security, workers' compensation insurance, disability insurance, employment insurance benefits, and other benefits of any kind provided by the Village to its employees; The Attorney expressly acknowledges the Attorney's obligation to pay self-employment (if required by law), local, state and Federal taxes, and expressly agrees to make all such payments as may be required by applicable law. The Attorney acknowledges that the Village will report compensation paid to the Attorney on a Form 1099 (if required by law) at the end of the year during which the Attorney's services were provided.

Section 4. Term of Retention. The term of the Attorney's retention hereunder shall commence on the Effective Date and will continue until two years forward from that defective date, and thereafter shall continue for successive periods of two years or unless earlier terminated by either party upon thirty (30) days prior written notice to the other party.

Section 5. Compensation. During the Term, for all services rendered by the Attorney pursuant to this Agreement, the Town shall compensate the Attorney for professional services rendered under this Agreement One Hundred Seventy Five (\$175.00) Dollars per hour of service performed. The Attorney shall not bill the Town for any travel time to/from the Attorney's office to/from the Town's principal location, nor for travel to/from the site of administrative hearings being conducted under this contract for the Town, nor for any copy and faxing of documents. The Attorney shall be responsible for submitting monthly timesheets and invoices of services performed for review and approval by the Town. The Town shall pay the Attorney within thirty (30) calendar days after submission of the invoice. Notwithstanding anything contained herein to the contrary, the Town's obligation to pay any compensation pursuant to this Agreement shall cease upon termination of the Term for any reason or no reason, provided, the Town shall pay the Attorney all compensation which accrues through the date of termination of the Term.

Section 6. Attorney's Representations and Warranties. The Attorney represents and warrants to the Village that the Attorney (a) is duly licensed and in good standing in the State of Illinois as an attorney; (b) has no knowledge of any administrative proceedings or other matters which would affect his licensure within the State of Illinois, (c) agrees that if his license is suspended or terminated by the Attorney Registration and Disciplinary Commission, this contract will be immediately terminated, and (d) agrees the forgoing representations shall be a continuing obligation.

Section 7. Village's Representations and Duties. The Village represents and warrants to the Attorney (a) to provide the Attorney with copies of, or full access to, all pertinent Village ordinances; (b) to provide the Attorney with copies of all relevant policies, rules and regulations related to all matters to be heard via an administrative hearing process; and (c) to provide the Attorney with any appropriate facilities and support staff for any "on-site" duties performed.

Section 8. Notices. Any and all notices, demands, requests, consents, designations and other communications required or desired to be given pursuant to this Agreement will be given in writing and will be deemed duly given upon personal delivery, or on the third day after mailing if sent by certified

mail, postage prepaid, return receipt requested, or on the day after deposit with a nationally recognized overnight delivery service which maintains records of the time, place and receipt of delivery, or upon receipt of a confirmed facsimile transmission, and in each case to the person and address set forth below, or to such other person or address which the Village or the Attorney may respectively designate in like manner from time to time.

Section 9. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Illinois. The Attorney and the Village irrevocably agree and hereby consent and submit to the exclusive jurisdiction of the Circuit Court of DeKalb County, Illinois, with regard to any actions or proceedings arising from, relating to or in connection with this Agreement. The Attorney and the Village hereby waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of DeKalb County, Illinois.

Section 10. Severability. If any provision contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed herefrom and such invalidity or unenforceability will not affect any other provision of this Agreement, the balance of which will remain in and have its intended full force and effect; provided, however, if said invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

Section 11. Entire Agreement. This Agreement constitutes the entire agreement between the Village and the Attorney with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous oral or written agreements between the Village and the Attorney with respect to the subject matter hereof.

Section 12. Interpretation. This Agreement has been prepared jointly by the parties hereto after arms length negotiations, and any uncertainty or ambiguity herein shall be interpreted against any party, but according to the applicable rules of construction and interpretation of contracts.

Section 13. Waiver. No waiver of any provisions of this agreement shall be valid, unless in writing and signed by the person or party to be charged.

Section 14. Amendment. No change or modification of this Agreement shall be valid unless the same may be in writing and signed by the Attorney and the Village.

Section 15. Recitals. The recitals set forth at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

Village of Maple Park

Attorney

By:

By:

Village Authorized Representative

Name: David Eterno

Dtd. _____

Dtd. _____

WHEREOF, the Village and the Attorney have executed this Agreement as of the date first written above.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAPLE
PARK AND THE CITY OF GENOA**

THIS AGREEMENT (the “Agreement”) dated as of this 6th day of June, 2023, is entered into by and between the Village of Maple Park (“Maple Park”) and the City of Genoa (“Genoa”).

RECITALS

WHEREAS, 5 ILCS 220/1 *et seq.*, entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges or authority exercised, or which may be exercised, by a unit of government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/1 *et seq.*, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, function, activity, or undertaking which any public agency entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Illinois Constitution and the Illinois statutes encourage and provide for units of local government to cooperate and enter into intergovernmental agreements in any manner not prohibited by law or ordinance to their mutual benefits; and

WHEREAS, Maple Park is a municipality organized under the Illinois Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.*, possessing full and complete authority to enter into intergovernmental agreements with other units of local government; and

WHEREAS, Genoa is a municipality organized under the Illinois Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.*, possessing full and complete authority to enter into intergovernmental agreements with other units of local government; and

WHEREAS, Maple Park and Genoa, in the spirit of intergovernmental cooperation, and pursuant to Article 7, Section 10 of the Constitution of the State of Illinois, and pursuant to 5 ILCS 220/1 *et seq.*, being the Intergovernmental Cooperation Act, desire to work together to further the use of administrative adjudication in enforcement of their respective ordinances; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Genoa will provide Maple Park access to its City Council Chambers for processing violations of Maple Park's ordinances and such other matters as the laws of the State of Illinois may authorize for processing in administrative adjudication from time to time; and

WHEREAS, the parties agree that the agreements made herein are in the best interests of both Maple Park and Genoa.

NOW, THEREFORE, Maple Park and Genoa, in consideration of the foregoing recitals incorporated in this Agreement by reference and in consideration of the provisions and covenants contained herein, agree as follows:

AGREEMENT

1. The aforementioned recitals are incorporated into and made a part of this Agreement.

2. Genoa shall permit all administrative adjudication hearings to be held at Genoa City Hall, 333 E. First Street, Genoa, Illinois 60135, with Maple Park's hearings to begin at a mutually agreeable to the parties on the fourth Monday of every month, or at such other time as set forth by Genoa if the last Monday of the month is a holiday.

3. All administrative adjudication hearings under this Agreement shall be conducted by a hearing officer certified under 65 ILCS 5/1-2.1-4, and shall be separately retained by Maple Park.

4. Maple Park shall indemnify and hold harmless Genoa, and its officers, agents, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs, and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from the acts or omissions of Maple Park, or its officers, agents, employees or contractors, in the exercise of its rights or the performance of its obligations under this Agreement.

5. Genoa shall indemnify and hold harmless Maple Park, and its officers, agents, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs, and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from the acts or omissions of Genoa, or its officers, agents, employees or contractors, in the exercise of its rights or the performance of its obligations under this Agreement.

6. This Agreement is entered into for the benefit of each of the parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses, or immunities which either party may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought to a third party.

7. No party to this Agreement shall have the right to assign or transfer this Agreement or rights herein.

8. Both parties have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

9. Notice or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Agreement shall be in writing and shall be delivered

personally, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Maple Park: Village of Maple Park
c/o Village Clerk
302 Willow Street
P.O. Box 220
Maple Park, IL.
60151

If to Genoa: City of Genoa
c/o City Clerk
333 E. First Street
Genoa, IL 60135

or to such other address, or additional parties, as either party may from time-to-time designate in a written notice to the other party.

10. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, both of which shall constitute one and the same Agreement.

11. Each party hereto represents that they have the requisite authority to enter into this Agreement and each party will provide a resolution from their respective governing Boards, acceptable to the other, within thirty (30) days after the date first above written, authorizing the execution of this Agreement.

12. This Agreement may not be modified, except by a written agreement signed by all of the parties or their successors in interest, and shall require the adoption of a resolution by the appropriate governing Board of each local governmental entity which is a party hereto.

13. This Agreement shall be deemed dated and become effective on the date the last of the parties execute this Agreement as forth below.

14. This Agreement will be in effect for an initial period of five (5) years. It will automatically renew for additional five (5) year periods unless terminated by either party in accordance with Paragraph 8 above.

IN WITNESS WHEREOF, Maple Park and Genoa, by the following officials, sign their names to enter into this Agreement.

VILLAGE OF MAPLE PARK

By: _____
Name: Suzanne Fahnestock
Title: President

Date: _____

CITY OF GENOA

By: _____
Name: Jonathon Brust
Title: Mayor

Date: _____