

Village of Maple Park

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

Village Hall:

815-827-3309 815-827-4040

Fax: Website:

http://www.villageofmaplepark.com

BOARD OF TRUSTEES MEETING AGENDA TUESDAY, FEBRUARY 3, 2015 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.
- 5. MOTION TO ACCEPT APPOINTMENT OF JP DRIES TO THE REMAINING TERM OF TRUSTEE, VACATED BY GREG CUSTINGER.
- 6. MOTION TO APPROVE CONSENT AGENDA / ADDITIONS-DELETIONS

CONSENT AGENDA – OMNIBUS VOTE

All items listed on the Consent Agenda will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board member, in which event the item(s) will be removed from the Consent Agenda. Prior to a vote on the Consent Agenda, members of the public may request that a Trustee have an item removed from the Consent Agenda.

- a) Approval of Board Minutes
 - Board Meeting January 6, 2015
- b) Receive and File
 - MFT Audit
 - Planning Commission Meeting Minutes October 23, 2014
 - Planning Commission Meeting Minutes January 15, 2015
 - Water Report for December 2014
- c) Acceptance of Cash and Investment Report as of December 31, 2014

Agenda Board of Trustees Meeting February 3, 2015 Page 2 of 2

d) Approval of Bills Payable and Manual Check Register #728

ACCOUNTS \$68,550.30
PAYABLE:
MANUAL CHECKS: 4,755.36
TOTAL: \$73,305.66

e) Ratifying Utility Tax Settlement

7. COMMITTEE REPORTS

- Personnel & Communications Debra Armstrong, Chair
- Finance & Public Relations & Development Steve Nowak, Chair
- Infrastructure –
- 8. FINANCIAL REPORT
- 9. LEGAL REPORT
- 10. POLICE DEPARTMENT REPORT
- 11. PUBLIC WORKS REPORT
- 12. ENGINEERING REPORT
- 13. OLD BUSINESS
- 14. NEW BUSINESS
 - a) RESOLUTIONS
 - RESOLUTION 2015-02 ANIMAL CONTROL AGREEMENT
 A RESOLUTION ESTABLISHING THE DATES AND TIMES FOR 2015
 MEETINGS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF
 MAPLE PARK, COUNTIES OF KANE AND DEKALB, ILLINOIS.
- 15. VILLAGE PRESIDENT REPORT
- 16. TRUSTEE REPORTS
- 17. EXECUTIVE SESSION Review of Closed Session Minutes 5 ILCS 120/2(21)
- 18. MATTERS REFERRED FROM EXECUTIVE SESSION
- 19. ADJOURNMENT



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BOARD OF TRUSTEES MEETING MINUTES TUESDAY, JANUARY 6, 2015 7:00 P.M. MAPLE PARK CIVIC CENTER 302 WILLOW STREET, MAPLE PARK

1. CALL TO ORDER

President Kathy Curtis called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL/QUORUM ESTABLISHED

Village Clerk Liz Peerboom called the roll call and the following Board members were present: President Kathy Curtis, Trustee Pat Lunardon, Trustee Luke Goucher, and Trustee Terry Borg. Absent: Trustee Debra Armstrong (arrived late) and Trustee Steve Nowak.

Others present: Village Attorney Kevin Buick, Police Chief Mike Acosta, Village Accountant Cheryl Aldridge, Village Engineer Jeremy Lin, and Village Clerk Liz Peerboom.

President Curtis advised that Trustee Cutsinger has resigned effective immediately, as he was transferred to Indianapolis.

President Curtis also advised that that she would be appointing a replacement for the remainder of the term and that there are three other seats on the Board on the ballot for April, but there were no petitions submitted.

Trustee Armstrong arrived at 7:01 p.m.

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.

None.

5. MOTION TO APPROVE CONSENT AGENDA / ADDITIONS-DELETIONS

CONSENT AGENDA – OMNIBUS VOTE

All items listed on the Consent Agenda will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board member, in which

Minutes Board of Trustees Meeting January 6, 2015 Page 2 of 5

event the item(s) will be removed from the Consent Agenda. Prior to a vote on the Consent Agenda, members of the public may request that a Trustee have an item removed from the Consent Agenda.

- a) Approval of Board Minutes
 - Board Meeting December 2, 2014
 - Public Hearing December 2, 2014
- b) Receive and File
 - Finance & PR&D Committee Meeting October 28, 2014
 - Infrastructure Committee Meeting October 28, 2014
 - Water Report for November 2014
- c) Acceptance of Cash and Investment Report as of November 30, 2014
- d) Approval of Bills Payable and Manual Check Register #727

ACCOUNTS PAYABLE: \$25,054.60 MANUAL CHECKS: 7,446.05 TOTAL: \$32,500.65

Trustee Goucher made a motion to approve the Consent Agenda, seconded by Trustee Borg. Motion carried by roll call vote. Aye: Lunardon, Armstrong, Goucher, Borg. Absent: Nowak. (4-0-1)

6. COMMITTEE REPORTS

• Personnel & Communications – Debra Armstrong, Chair

None.

• Finance & Public Relations & Development – Steve Nowak, Chair

None.

Infrastructure –

Trustee Lunardon advised that the Fire Chief will attend the next Infrastructure Committee meeting to discuss parking. Trustee Borg said that he would be very interested in speaking with the Fire Chief.

7. LEGAL REPORT

President Curtis asked if there were any questions about the Legal Report. There were no questions.

Minutes Board of Trustees Meeting January 6, 2015 Page 3 of 5

Briefly, Mr. Buick discussed a conversation he had with the new building inspector regarding a property owner wishing to build on his property, which is annexed to the village. Mr. Buick advised that the property owner believes that he would be able to build the building he wishes to build if he de-annexes from the village. Mr. Buick also advised that there is a process currently in place for disconnection and the property owner has been informed of this process.

8. POLICE DEPARTMENT REPORT

President Curtis asked if there were any questions regarding the Police Department Report, which included the following:

- 230 calls for service
- Drop-in Center served 1,016 children. The Drop-in Center held a summer party, a Halloween party, and a Christmas party, as well as having a few pizza party weekends during the year. The Kops & Kids at the Moves conducted 8 movie dates.
- Maple Park Police and the Union Pacific Railroad conducted an Operation Life Saver Program for the youth in Maple Park
- Maple Park Police have trained two officers to be evidence techs and one range officer. One officer received homicide training.
- Maple Park hired our second female officer, Karen Clifton; a 19-year veteran of the NIU Police Department.
- In 2014, the village had police coverage of 55 hours weekly. The Sergeant covered 21 hours weekly for a total of 4,005.5 hours.

9. PUBLIC WORKS REPORT

None.

10. ENGINEERING REPORT

Jeremy Lin, Village Engineer, discussed a map revision that he is working on for the Planning Commission. Trustee Borg asked if Mr. Lin was working with the Planning Commission to update the Comprehensive Plan. Mr. Lin advised that he did work on some updates for the Comprehensive Plan. Village Clerk Liz Peerboom advised that the Planning Commission will finish up the updates at the January meeting and hopefully have a public hearing in February.

Mr. Lin advised that he was working with Trustee Cutsinger on a list of items that could be taken care of in the next year and beyond, working within the budget. He will still submit a list to the Board for review. Mr. Lin will have the list for the Infrastructure Committee to review at their meeting on January 27th.

Minutes Board of Trustees Meeting January 6, 2015 Page 4 of 5

11. OLD BUSINESS

None.

12. NEW BUSINESS

a) RESOLUTIONS

<u>RESOLUTION 2015-01</u> Setting the Meeting Dates
 A RESOLUTION ESTABLISHING THE DATES AND TIMES FOR 2015
 MEETINGS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, COUNTIES OF KANE AND DEKALB, ILLINOIS.

Trustee Borg made a motion to approve Resolution 2015-01, seconded by Trustee Goucher. Motion carried by roll call vote. Aye: Armstrong, Goucher, Borg, Lunardon. Nay: None. Absent: Nowak. (4-0-1)

b) MOTIONS

• MOTION TO WAIVE THE PENALTY FEE FOR ACCOUNT #0060009400 IN THE AMOUNT OF \$17.96

Motion failed for lack of a motion or a second.

13. VILLAGE PRESIDENT REPORT

Reiterated that Trustee Cutsinger has resigned effective immediately and spoke about the plan for the future.

14. TRUSTEE REPORTS

Trustee Borg advised that the Kaneland School District has cancelled school for Wednesday and asked how that impacts the village office. Clerk Peerboom advised that Cheryl would not be in the office, but she planned to be in, adding that if she couldn't make it, Cathy Mathews could fill in.

15. EXECUTIVE SESSION – Review of Closed Session Minutes 5 ILCS 120/2(21)

"Discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06 of the Open Meetings Act"

Trustee Goucher made a motion to go into closed session, seconded by Trustee Borg. Motion carried by roll call vote. Aye: Goucher, Borg, Lunardon, Armstrong. Nay: None. Absent: Nowak. (4-0-1)

Minutes Board of Trustees Meeting January 6, 2015 Page 5 of 5

Meeting was closed to the public at 7:12 p.m.

16. MATTERS REFERRED FROM EXECUTIVE SESSION

Board returned to open session at 7:25 p.m.

Clerk Peerboom called the roll call and the following Board members were present: President Kathy Curtis, Trustee Pat Lunardon, Trustee Debra Armstrong, Trustee Luke Goucher, and Trustee Terry Borg. Absent: Trustee Steve Nowak.

Also present: Village Attorney Kevin Buick and Village Clerk Liz Peerboom.

Trustee Goucher made a motion to approve the closed session minutes from September 2, 2014, seconded by Trustee Lunardon. Motion carried by roll call vote. Aye: Borg, Lunardon, Armstrong, Goucher. Nay: None. Absent: Nowak. (4-0-1)

Trustee Borg made a motion to open to the public the closed session minutes from September 2, 2014, seconded by Trustee Lunardon. Motion carried by roll call vote. Aye: Lunardon, Armstrong, Goucher, Borg. Nay: None. Absent: Nowak. (4-0-1)

17. ADJOURNMENT

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

Meeting adjourned at 7:30 p.m.

January 5, 2015

Elizabeth Peerboom, Village Clerk Village of Maple Park 302 Willow Street Maple Park, IL 60151

Dear Ms. Peerboom:

Enclosed is a copy of Audit Report No. 01-034, covering the receipt and disbursement of Motor Fuel Tax funds by your Village for the period beginning January 1, 2012 and ending December 31, 2012.

This report should be presented to the Board of Trustees at the first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

Thank you for your assistance in this matter. If you have any questions or require additional information, please contact Roseanne Nance at DOT.OQCR.MFT.Audits@illinois.gov or (217)557-1762.

Sincerely,

William D. Winberg, CPA, CFE

Chief, Financial Review & Investigation Section

WDW:RN:pk Enclosure cc: IDOT

John Fortmann, Deputy Director of Highways, Regional Engineer Christopher Holt, BLRS-District 1 Engineer

Local Agency Auditee

Kathy Curtis, Village Mayor

Mike Miller, Village Public Works Manager

Cheryl Aldridge, Village Treasurer/Finance Director



January 5, 2015

Elizabeth Peerboom, Village Clerk Village of Maple Park 302 Willow Street Maple Park, IL 60151

Subject: Motor Fuel Tax Audit for January 1, 2012 - December 31, 2012

Audit Report No.: 01-034

Dear Ms. Peerboom:

We have completed an audit of the motor fuel tax records of Maple Park for their Calendar year ended December 31, 2012.

The objective of our audit was to provide reasonable assurance that the Village of Maple Park used Motor Fuel Tax Funds in accordance with the Illinois Highway Code, 605 ILCS /5.

Auditors are required to exercise due professional care in performing audits. In doing so, the audit procedures were designed and the audit conducted to ensure that auditors were alert to the possibility of wrongdoing, errors and omissions, inefficiency, waste, ineffectiveness and conflict of interest. Auditors were also cognizant of conditions and activities where irregularities are most likely to occur.

The management of the Village of Maple Park is responsible for establishing and maintaining a system of internal accounting control. In fulfilling that responsibility, estimates and judgments made by management are required to assess the expected benefits and related costs of control procedures. Due to inherent limitations in any system of internal accounting control, errors or irregularities may occur and not be detected. Also, projection of any evaluation of the system to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or the degree of compliance with the procedures may deteriorate.

The purpose of our audit was to determine the nature, timing and extent of the auditing procedures necessary for expressing an opinion on the Village's use of Motor Fuel Tax funds.

Village of Maple Park Audit Report No.: 01-034 January 5, 2015 Page 2

Our audit was more limited than would be necessary to express an opinion on the system of internal accounting control taken as a whole and would not necessarily disclose all material weaknesses in the system; accordingly, we do not express an opinion on the system of internal accounting controls of the Village of Maple Park.

OPINION

Except as noted in the Finding section of this report, it is our opinion that the costs claimed are supported in accordance with State policies and contractual provisions. The details of these findings are discussed in this report.

If you have any questions, please contact me at 217-785-4593.

William D. Winberg, CPA, CFE

Chief, FRI Section



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Approved by the Village of Maple Park Planning Commission on 1/20/15.

Village of Maple Park Planning Commission Meeting Minutes Thursday, October 23, 2014 7:00 p.m.

1. Call to Order / Establishment of Quorum

Chairman Art Maercker called the meeting to order at 7:00 p.m.

Village Clerk Liz Peerboom called the roll call and the following Commissioners were present: Chairman Art Maercker, Commissioner JP Dries, Commissioner George (Nick) Davis, Commissioner Chuck Miller, and Commissioner Lorenzo Catanag. Absent: Commissioner Bob Rowlett and Commissioner Jeff Ramirez.

Others present: Village Clerk Liz Peerboom.

2. Approval of Planning Commission Meeting Minutes

• September 25, 2014

Commissioner Miller made a motion to approve the Planning Commission meeting minutes from September 25, 2014, seconded by Commissioner Davis. Motion carried by voice vote.

3. Discussion of Comprehensive Plan Update

Consensus was that overall it was a good document, except for the maps that were promised by the Village Engineer.

4. Discussion of Subdivision Ordinance

Consensus was that the changes made were adequate.

5. Discussion of Medical Marijuana Ordinance

After some discussion, the Commissioners agreed that a Cultivation Center should be a special use in a property zoned Agriculture, and a Distribution Center should be a special use in a property zoned Industrial.

The Village Clerk will make the changes and have the draft ordinance on the next meeting agenda.

Planning Commission Meeting Minutes October 23, 2014 Page 2 of 2

It was also agreed that one public hearing should be held for all three items.

6. Adjournment

Commissioner Dries made a motion to adjourn the meeting, seconded by Commissioner Miller. Motion carried by voice vote.

Meeting adjourned at 7:54 p.m.



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Approved by the Village of Maple Park Planning Commission on 1/20/15.

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Village of Maple Park
Planning Commission Meeting Minutes
Thursday, January 15, 2015
7:00 p.m.

1. Call to Order / Establishment of Quorum

Village Clerk Liz Peerboom called the roll call and the following commissioners were present: Commissioner Jeff Ramirez, Commissioner Nick Davidson and Commissioner JP Dries.

Absent: Chairman Art Maercker, Commissioner Bob Rowlett, Commissioner Chuck Miller and Lorenzo Catanag.

Others present: Village Clerk Liz Peerboom

NO MEETING WAS HELD AS THERE WAS NO QUORUM

- 2. Approval of Planning Commission Meeting Minutes
 - October 23, 2014
- 3. Motion to Approve Rules for Public Comment
- 4. Discussion of Comprehensive Plan Update
- 5. Discussion of Subdivision Ordinance
- 6. Discussion of Medical Marijuana Ordinance
- 7. Motion to Hold a Public Hearing on the following items:
 - Comprehensive Plan Update
 - Subdivision Ordinance
 - Medical Marijuana Ordinance
- 8. Adjournment



Village of Maple Park

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

Village Hall: 8 Fax: 8

815-827-3309 815-827-4040

Website:

http://www.villageofmaplepark.com

Approved by the Village of Maple Park Planning Commission on 1/20/15.

Village of Maple Park
Planning Commission Meeting Minutes
Thursday, October 23, 2014
7:00 p.m.

1. Call to Order / Establishment of Quorum

Chairman Art Maercker called the meeting to order at 7:00 p.m.

Village Clerk Liz Peerboom called the roll call and the following Commissioners were present: Chairman Art Maercker, Commissioner JP Dries, Commissioner George (Nick) Davis, Commissioner Chuck Miller, and Commissioner Lorenzo Catanag. Absent: Commissioner Bob Rowlett and Commissioner Jeff Ramirez.

Others present: Village Clerk Liz Peerboom.

2. Approval of Planning Commission Meeting Minutes

• September 25, 2014

Commissioner Miller made a motion to approve the Planning Commission meeting minutes from September 25, 2014, seconded by Commissioner Davis. Motion carried by voice vote.

3. Discussion of Comprehensive Plan Update

Consensus was that overall it was a good document, except for the maps that were promised by the Village Engineer.

4. Discussion of Subdivision Ordinance

Consensus was that the changes made were adequate.

5. Discussion of Medical Marijuana Ordinance

After some discussion, the Commissioners agreed that a Cultivation Center should be a special use in a property zoned Agriculture, and a Distribution Center should be a special use in a property zoned Industrial.

The Village Clerk will make the changes and have the draft ordinance on the next meeting agenda.

Planning Commission Meeting Minutes October 23, 2014 Page 2 of 2

It was also agreed that one public hearing should be held for all three items.

6. Adjournment

Commissioner Dries made a motion to adjourn the meeting, seconded by Commissioner Miller. Motion carried by voice vote.

Meeting adjourned at 7:54 p.m.

ITEM #1 ADDITION OF OR ABANDONMENT OF WATER SYSTEM EQUIPMENT Description (including quantity and location) Remarks including IEPA Operating Permit #

0890500

MONTH OF DECEMBER 2014

020 h.SU Pumped/mo. Gallons Current total number of services
Current total number of service meters_ WELL WATER LEVELS, PUMPING RATES AND DISCHARGE PRESSURES, RAW WATER SAMPLES, SYSTEM PRESSURE DATA, HOURS WELL PUMPS RAN DURING MONTH AND TOTAL WATER PUMPED Ran/mo. Hours Pump Pump Setting* 680 Pumping Level* 189.4 Pumping Rate Nonpump-ing Level* # # Well Number ITEM #2 and #3 -Date

SYSTEM PRESSURE DATA

6438 Certificate No.

Peak day Gallons Average Gallons/day

705 0

Total Water pumped by system

VILLAGE OF MAPLE PARK, ILLINOIS Schedule of Cash and Investments December 31, 2014

Fund	Interest Rate	CD	IPTIP Accounts	NB&T Account	Old Second Checking	Total Cash & Investments
Operating Funds						
General Fund	0.77.2509					77 27942 1280
Old Second - Checking Acct	0.00%	-	-	201	(95,390.58)	(95,390.58)
Illinois Public Treasurer's Pool	0.02%	-	370,008.60		(05.200.59)	370,008.60
Total General Fund		-	370,008.60		(95,390.58)	274,618.02
Utilty Tax Fund						
Old Second - Checking Acct	0.00%	-	-	(-	10,930.29	10,930.29
National Bank & Trust - MMKT	0.02%	-		45,606.39	22	45,606.39
Illinois Public Treasurer's Pool	0.02%	-	329,321.76	-	-	329,321.76
Old Second - CD	0.12%	150,000.00	-	-	10.020.20	150,000.00
Total Utility Tax Fund		150,000.00	329,321.76	45,606.39	10,930.29	535,858.44
TIF District Fund						
Old Second - Checking Account	0.00%	-	-	-	17	-
Old Second - TIF Checking Acct	0.00%		-	-	4,145.74	4,145.74
Total Road & Bridge Fund					4,145.74	4,145.74
Road & Bridge Fund						
Old Second - Checking Account	0.00%	-	-	-	23,216.67	23,216.67
Illinois Public Treasurer's Pool	0.02%	_	31,911.90	-		31,911.90
Old Second - CD	0.12%	-	-	-	-	-
Total Road & Bridge Fund		-	31,911.90	-	23,216.67	55,128.57
Motor Fuel Tax Fund						
Old Second - Checking Account	0.00%	20		_	(583.62)	(583.62)
Illinois Public Treasurer's Pool	0.00%	_	163,495.04	-	(303.02)	163,495.04
Total Motor Fuel Tax Fund	0.0270	-	163,495.04	-	(583.62)	162,911.42
Water & Sewer Funds			,			
Operating Accounts						
Old Second - Checking Account		-	-	-	(11,744.12)	(11,744.12)
Illinois Public Treasurer's Pool	0.02%	-	169,088.35	-	-	169,088.35
Old Second - CD	0.12%	15,000.00	-	-	-	15,000.00
Total Operating Accounts		15,000.00	169,088.35	-	(11,744.12)	172,344.23
Water Improvement Account	0.00%				(26 212 20)	(26 212 20)
Old Second - Checking Account Illinois Public Treasurer's Pool	0.00%	-	51,510.52		(26,313.29)	(26,313.29) 51,510.52
Total Water Improvement Acco			51,510.52		(26,313.29)	25,197.23
Tour water improvement rece	, unto		01,010.02		(20,515.25)	20,177.25
Sewer Improvement Account						
Old Second - Checking Account	0.00%	2	122 700 65	=	13,668.34	13,668.34
Illinois Public Treasurer's Pool Old Second - CD	0.02% 0.12%	85,000.00	122,709.65	*	€ = 0	122,709.65 85,000.00
Total Sewer Improvement Acco		85,000.00	122,709.65		13,668.34	221,377.99
Total Sewer Improvement Acce	Junts	85,000.00	122,707.03	9	15,008.54	221,377.77
Total Water & Sewer Funds		100,000.00	343,308.52		(24,389.07)	418,919.45
Total Village Operating Funds		250,000.00	1,238,045.82	45,606.39	(82,070.57)	1,451,581.64
Escrow Funds		307003		31-9		(4.1)
School Land Cash Old Second - Checking Account	0.00%		-		F-9	-
Developer Escrow Fund Old Second - Checking Account	0.00%			-	134,276.13	134,276.13
Similar Andrew Andrew Control of the	0.0070					
Total Village Escrow Funds			-		134,276.13	134,276.13
Total Village Cash & Investments		250,000.00	1,238,045.82	45,606.39	52,205.56	1,585,857.77

SYS DATE:01/29/15

VILLAGE OF MAPLE PARK A / P W A R R A N T L I S T REGISTER # 728

SYS TIME:11:01 [NW1]

PAGE 1

DATE: 01/29/15 Thursday January 29, 2015	9/15	Thursday January 29, 2015	

P	AYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
==:					
0:	1 B&F CONSTRUCTION 40857 40857 40857	CODE SERVICES 01-10-5420 01-10-5420 01-10-5420	PLAN REVIEWS INSPECTIONS ADMINISTRATIVE	345.00	75.00 70.00 200.00
0.	CASEY'S GENERAL 12312014	STORES, INC. 01-30-5250	GASOLINE	365.13	365.13
01	COMMONWEALTH EDI 0147077192 0115 0498142046 1214 0798152002 1214 1620026021 1214 4665155040 0115 5778015012 1214	SON 01-50-5730 52-20-5730 52-10-5730 52-20-5730 01-50-5730 01-20-5730	STREET LIGHTING LIFT STATION WELL WWTP STREET LIGHTING HERITAGE HILLS PONI	3776.66	267.33 81.70 1690.13 946.01 761.28 30.21
01	CONSERV FS, INC. 2009783 2009783 2009783 2016592-IN 2016592-IN 2016592-IN	01-50-5250 52-10-5250 52-20-5250 01-50-5250 52-10-5250 52-20-5250	GASOLINE GASOLINE GASOLINE GASOLINE / DIESEL GASOLINE GASOLINE GASOLINE & FUEL	1053.29	250.19 180.13 70.05 380.72 123.98 48.22
01	DEKALB COUNTY TRI 01052015	EASURER 01-10-5570	ANNUAL DUES	500.00	500.00
01	DE LAGE LANDEN PO 44101921	JBLIC FINANCE 01-10-5160	COPIER LEASE	242.75	242.75
01	THE ECONOMIC DEVI	ELOPMENT GROUP 13-00-8417	PROFESSIONAL FEES	1026.80	1026.80
01	THE FOSTER & BUIG 3579 3579	CK LAW GROUP, 01-10-5330 01-10-5330	GENERAL COUNSEL LOCAL PROSECUTIONS	1128.75	743.75 385.00
01	GOODENOUGH INC. 57813	01-20-5600	FLAGPOLE LANYARD	46.20	46.20
01	FRONTIER 8158273286 0115 8158273309 0115 8158273710 0115 8158275039 0115 8158275069 0115	01-30-5700 01-10-5700 52-10-5700 52-20-5700 52-20-5700	POLICE TELEPHONE OFFICE TELEPHONE WELL HOUSE WWTP LIFT STATION	655.67	139.42 389.05 42.81 40.38 44.01
01	DENNIS M. LEXA 4934 4936 4943 4957	01-50-5600 01-50-5600 01-30-5600 01-50-5600	94 CHEVY MAINTENANC 04 FORD BATTERY 08 FORD EXPEDITION PLOW TRUCK MAINTENA	MAINTENANCE	338.03 166.95 295.84 220.00
01	HR PLUS 029770	01-10-5900	DRUG TEST	32.00	32.00
01	ICMA-RC 14815	01-10-5390	401 ADMINISTRATION	250.00 FEE	250.00

SYS DATE:01/29/15

VILLAGE OF MAPLE PARK SYS TIME:11:01 A / P W A R R A N T L I S T [NW1] REGISTER # 728 Thursday January 29, 2015 PAGE 2

DATE: 01/29/15

	= ==				
PA	AYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
===					========
۸1	ILHC			112.00	
01	374	01-10-5570	ANNUAL FEE	113.00	113.00
			711110/12 1 22		113.00
01	. ILLINOIS ENVIRON 01122015	MENTAL PROTECT 52-10-5870	TEDA LOAN DOTNETDAL	29540.04	22567 74
	01122015	52-10-5880	IEPA LOAN - PRINCIPAL IEPA LOAN - INTEREST		23567.74 5972.30
01	TILITHOTC DARED 0	CORTER CO		110 72	
01	ILLINOIS PAPER & IN146522	01-10-5200	COPY COSTS	118.73	118.73
•			2011 20313		110.75
01	JACOB & KLEIN, L 12292014	TD. 13-00-8417	PROFESSIONAL FEES	256.70	256 70
	12232014	13-00-6417	PROFESSIONAL FEES		256.70
01	JANCO SUPPLY INC			120.67	
	263775	01-40-5100	PAPER SUPPLIES		120.67
01	JULIE, INC.			155.14	
	2015-1092 2015-1092	52-10-5740 52-20-5740	JULIE LOCATES JULIE LOCATES		77.57
			JULIE LUCATES		77.57
01	LINTECH ENGINEER			2125.00	
	1652	01-10-5320	ENGINEERING SERVICES		2125.00
01	LOWE'S			115.72	
	01172015 01172015	01-40-5600 01-50-5600	MAINTENANCE & REPAIR MAINTENANCE & REPAIR		62.60 53.12
	01172013	01-30-3000	MAINTENANCE & REPAIR		33.12
01	NICOR 399087100050115	01 40 5730	CTUTE CENTED HEAT	1405.73	1405 73
	39908/100030113	01-40-5730	CIVIC CENTER HEAT		1405.73
01	PITNEY BOWES GLOB			44.00	
	9413783-JA15	01-10-5160	POSTAGE METER		44.00
01	QUILL CORPORATION			110.86	
	9519062 9608426	01-10-5200 01-10-5200	OFFICE SUPPLIES OFFICE SUPPLIES		46.48
	9751708	01-10-5200	OFFICE SUPPLIES		14.99 49.39
Λ1	CHT COLUTTONS			2050 40	
UI	SNI SOLUTIONS 134396	01-50-5175	ROAD SALT	3858.40	3858.40
			NOTE STEE		3030.40
01	STERLING CODIFIER 16186	S, INC. 01-10-5390	2015 HOSTING FEE	500.00	500.00
	000.000.50		ZOID HOSTING FEE		300.00
01	SUBURBAN LABORATO 119285	RIES, INC. 52-20-5335	TECT EVENUE	206.00	116 00
	119431	52-10-5335	TEST EXPENSE WATER TESTING		$\frac{116.00}{90.00}$
01				722 72	30100
01	VERIZON WIRELESS 9739163463	01-10-5700	CELL PHONES	159.12	15.10
	9739163463	01-30-5700	CELL PHONES		28.39
	9739163463 9739163463	01-30-5700 52-10-5700	AIR CARDS CELL PHONE		114.03 .20
	9739163463	52-20-5700	CELL PHONE		1.40
01	VERIZON WIRELESS			25 00	
	01312015	01-10-5700	CELL PHONE	25.00	25.00
			=	10252 12	_5100
ÜΙ	WASTE MANAGEMENT 3453642-2011-0	01-10-5400	GARBAGE COLLECTION EXP	19253.12 PENSE	19253.12
			S. M.D. IGE COLLECTION EAF		13233.12
*	* TOTAL CHECKS TO	O BE ISSUED		68550.30	

SYS DATE: 01/29/15

DATE: 01/29/15

VILLAGE OF MAPLE PARK SYS TIME:11:01
A / P W A R R A N T L I S T [NW1]
REGISTER # 728
Thursday January 29, 2015 PAGE 3

			THE RESERVE THE PROPERTY OF THE PARTY OF THE		
FUN INV		IMBER [DESCRIPTION	AMOUNT	DISTR
01 G	ENERAL FUND			34096.60	
13 T	IF DISTRICT			1283.50	
52 w	ATER & SEWER FUND			33170.20	
**	* GRAND TOTAL ***			68550.30	
	TOTAL FOR REGULAR TOTAL FOR DIRECT P			67,778.91 771.39	

SYS DATE:01/29/15

DATE: 01/29/15

VILLAGE OF MAPLE PARK A / P W A R R A N T L I S T Thursday January 29, 2015 SYS TIME:11:01 [NW1] PAGE 4

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR) PAYABLE TO CHECK DATE CHECK NO **AMOUNT** G/L NUMBER DESCRIPTION REG# INV NO

KEG#	INV NO	G/L NUMBER	DESCRIPTION		DISTR
	RY BUCHANAN 01152015	01/15/ 01-00-4320	/15 19440 REFUND OF OVERPAYMEN	20.00 IT - ANIMAL TAG	20.00
01 VAN 979 979 979 979 979	01152015 01152015 01152015 01152015 01152015	01-00-2150 01-20-5030 01-30-5030 01-50-5030	PENSION EXPENSE PENSION EXPENSE PENSION EXPENSE PENSION EXPENSE	1566.08	1330.55 48.14 89.68 48.13 24.79 24.79
01 VANT 979 979 979 979 979 979	01292015 01292015 01292015	01-00-2150	ICMA PAYABLE PENSION EXPENSE PENSION EXPENSE PENSION EXPENSE	1566.08	1330.55 48.14 89.68 48.13 24.79 24.79
01 ILLI 979	NOIS PROSECUTORS 20	BAR ASSOC01/13/ 01-30-5100	15 19439 LINEUP PROGRAM	250.00	250.00
01 AMER 979 979 979 979 979 979 979 979 979	RICAN BANK & TRUS 12282014A 12282014A 12282014B 12282014C 12282014C 12282014C 12282014C 12282014E 12282014E 12282014E	01_10_5200	OFFICE CURRITES		20.60 313.46 210.00 39.90 31.31 137.81 8.91 491.19 90.04 9.98

^{**} TOTAL MANUAL CHECKS REGISTERED

SYS DATE:01/29/15

DATE: 01/29/15

VILLAGE OF MAPLE PARK
A / P W A R R A N T L I S T
Thursday January 29, 2015

SYS TIME:11:01 [NW1] PAGE 5

A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO		ECK DATE CHECK NO	AMOUNT	
REG# INV NO	G/L NUMBER	R DESCRIPTION ====================================		DISTR
REPORT SUMMARY				=========
CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL	========
01	68550.30	4755.36	73305.66	
TOTAL CASH	68550.30	4755.36	73305.66	

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL	
01 13 52	34096.60 1283.50 33170.20	4656.20 .00 99.16	38752.80 1283.50 33269.36	
TOTAL DISTR	68550.30	4755.36	73305.66	

SETTLEMENT AGREEMENT AND RELEASE

WITNESSETH

WHEREAS, the Village retained Azavar Audit Solutions, Inc. ("Azavar") to audit Nicor's payment of taxes owed under the Village's Municipal Utility Tax, Title 2, Chapter 3 of the Village's Code (per ordinance adopted June 17, 1985 and effective September 1, 1985) ("MUT");

WHEREAS, on July 1, 2014, Azavar, on behalf of the Village, issued a notice of audit to Nicor;

WHEREAS, in connection with the above-described audit ("Audit"), Nicor issued a summary report dated November 4, 2014 (the "Audit Summary") identifying any addresses that required a change in Nicor's records, the nature of the change that was made (*i.e.* the previous and current coding), and the date the change was made ("Updated Addresses");

WHEREAS, in connection with the above Audit, questions and disputes have arisen regarding whether Nicor owed unpaid amounts;

WHEREAS, the Parties, without admitting any liability whatsoever to each other, and in order to avoid the expense and burden of litigation, now desire to close the Audit and to resolve entirely all issues relating to the Audit and any other matters specified herein by entering into this Agreement;

NOW THEREFORE, in consideration of the above premises and the mutual covenants, agreements and releases set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1. <u>Recitals</u>. The recitals set forth above are incorporated herein by reference and are explicitly made part of this Agreement.
- 2. <u>Closure of Audit(s)</u>. On the Effective Date, any open audits related to Nicor's compliance with the MUT shall be deemed to be closed. Within ten (10) business days of the Effective Date, the Village shall provide to Nicor a written audit closure report containing no findings or conclusions other than that all potential issues raised, or that could have been raised, by the Audit have been resolved by this Agreement. The Village shall not, directly or through any agent, initiate any future audits of Nicor's compliance with the MUT with respect to any period of time before the Release Date (as defined in Paragraph 5) or otherwise request or require Nicor to provide any information about Nicor's compliance with the MUT with respect to any period of time before the Release Date.
- 3. Other Municipality Agreements and Effective Date of this Agreement. The Parties acknowledge that 15 other municipalities have retained Azavar to conduct municipal tax audits involving Nicor, including: Bellwood, Cortland, Deer Park, Elgin, Evanston, Glen Ellyn, Genoa, Itasca, Kirkland, Lake Zurich, Milledgeville, Roselle, Thornton, Westchester, and Westmont ("Other Municipalities"). It is the expectation and understanding of the Parties that Nicor and the Other Municipalities will execute agreements substantially similar to this Agreement ("Other Municipality Agreements"). Should Nicor or any of the Other Municipalities fail to execute any of the Other Municipality Agreements on or before March 2, 2015, Nicor expressly reserves the right to withdraw from this Agreement. In the event Nicor elects to exercise its right to withdrawal, which must be provided by March 6, 2015 unless Nicor requests an extension in writing and such deadline is extended by the Village in writing. Absent such written notice to the Village of withdrawal by Nicor, this Agreement shall become effective on the date that is the earlier of: (a) the date that the

last of the Other Municipal Agreements has been executed by Nicor and the applicable Other Municipality; or (b) March 6, 2015 (the "Effective Date"). In the event Nicor timely exercises its right to withdraw from this Agreement, the releases provided herein and the respective rights and obligations of the Parties contained in this Agreement shall not become effective.

- 4. Payment by Nicor. In consideration of the full and final settlement of the Village's claims against Nicor, and in exchange for the releases contained in this Agreement, Nicor shall pay to the Village the sum of \$44.00. The payment shall be made by check made payable to the Village and sent by overnight (next business day) mail to Liz Peerboom, Village of Maple Park, P.O. Box 220, 302 Willow Street, Maple Park, IL 60151-0220 within ten (10) business days of the Effective Date.
- Mutual Release of Claims. Each of the Parties, on its own behalf and on behalf of its agents, representatives, successors and assigns, does hereby fully, finally and forever remit, release, discharge and acquit the other Party and its respective affiliates and their respective predecessors, members, managers, shareholders, contractors, consultants, administrators, successors, directors, officers, employees, agents and assigns (the "Nicor Released Parties" in the case of Nicor, and the "Village Released Parties" in the case of the Village) from and against any and all claims, notices of tax liability, charges, complaints, causes of action, lawsuits, debts, demands, account liens, bonds, judgments, damages, expenses, liabilities, or controversies of any nature, kind or character whatsoever, audits, accountings, liens, forfeitures, fines, penalties, late payment fees, interest charges, attorneys' fees or expenses whether asserted or unasserted, known or unknown, whether in contract or in tort or under any statute or under any legal theory, and whether in law or in equity, matured or unmatured, fixed or contingent, that previously existed, arose or could have arisen up to and including the Release Date (as defined below) relating in any way to (i) the recordkeeping for, reporting of, audit of, payment and remittance of tax in accordance with, or compliance with the

MUT, or (iii) any statute, regulation, ordinance, order, directive, demand or other requirement of law applicable to such recordkeeping, reporting, auditing, payment and remittance of tax, or compliance (hereinafter, the "Mutual Released Claims"). As used herein, "Release Date" means (a) for all Mutual Released Claims other than with respect to matters relating to addresses reviewed in the Address Reconciliation Process (as defined in Paragraph 7), the Effective Date, or (b) for all Mutual Released Claims with respect to matters relating to addresses reviewed in the Address Reconciliation Process, the Reconciliation Process End Date (as defined in Paragraph 8). Notwithstanding the foregoing, Nicor shall be permitted to credit remittances to the Village after the Release Date for MUT payments made by Nicor to the Village prior to the Release Date with respect to, and the foregoing release of the Village Released Parties shall not extend to: (i) anticipated receipts that are later written off by Nicor in accordance with its customary accounting procedures because they have not been collected; (ii) receipts or collections that are later refunded to customers due to bill corrections; and (iii) receipts that are later determined not to be taxable because they are attributable to gas service that is not subject to MUT if, and to the extent that, Nicor has refunded the amount of such MUT payments to customers or has paid the amount of such MUT payments to another municipality.

6. Representations and Warranties. Each Party represents and warrants that: (a) such Party has all necessary power and authority to enter into this Agreement; (b) the execution of this Agreement and performance of the duties of such Party thereunder does not conflict with the organizational or governing documents or any other material agreement of such Party; (c) this Agreement has been duly and validly authorized by all necessary and appropriate proceedings of such Party, (d) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights

generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or law). If action of the governing body of the Village or Nicor is required in order to approve this Agreement, such Party represents and warrants that it has obtained such approval.

- 7. <u>Limited Address Reconciliation Process</u>. Following the Effective Date, Nicor will cooperate with the Village to complete the limited additional address reconciliation process described in <u>Exhibit A</u> to this Agreement ("Address Reconciliation Process"). It is expressly agreed and acknowledged that any and all disputes that arise concerning the Address Reconciliation Process or compliance with this Paragraph 7 shall not be grounds to invalidate this Agreement, and shall have no effect on the validity and effectiveness of the releases within this Agreement.
- 8. Reconciliation Process End Date: The day Nicor tenders to the Village and Azavar the Address Correction Report (as defined in Exhibit A) shall be the "Reconciliation Process End Date."
- 9. <u>Future Audits</u>: The Village will not initiate a new audit of Nicor's compliance with the MUT at any time before one year after the Reconciliation Process End Date.
- 10. <u>No Admission</u>. This Agreement is not and shall not be construed as, or be deemed to be evidence of, an admission or concession by either Party. The Parties specifically deny any and all liability, but agree to this Agreement solely to avoid further litigation expense and inconvenience.
- 11. <u>Waiver and Modification</u>. Any waiver by any Party of any provision of this Agreement or any right hereunder shall not be deemed a continuing waiver, and shall not prevent or estop such Party (or any other Party) from thereafter enforcing such provision or right or any other provision or right. The failure of any Party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by any other Party shall not be

construed as a waiver or relinquishment of any such term or provision or any other provision or right, but that term or provision shall continue in full force and effect.

- 12. <u>Non-Assignment</u>. The Village represents and warrants that it has not transferred to any third party any claims it now has or ever had against the Nicor Released Parties. Nicor represents and warrants that it has not transferred to any third party any claims it now has or ever had against the Village Released Parties.
- 13. <u>Choice of Law</u>. This Settlement Agreement shall, in all respects, be interpreted and enforced in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of laws.
- 14. Advice of Counsel. Each Party represents that before signing this Agreement it (a) has been advised by counsel of its own choosing, (b) has carefully read this Agreement, (c) has reviewed this Agreement with counsel, (d) understands each provision thereof, and (e) voluntarily entered into this Agreement with the advice of chosen counsel.
- 15. <u>Construction</u>. In the interpretation and construction of this Agreement, no account shall be taken of which among the Parties was the originator or drafter of this Agreement, or of any of its specific provisions.
- 16. Parties Shall Bear Own Costs. Each of the Parties shall be responsible for and bear their own costs, including but not limited to attorneys' fees, that were or may be incurred as a result of the dispute or the preparation, negotiation and execution of this Agreement including, without limitation, all fees, costs and expenses of its respective legal counsel and professional advisors.
- 17. <u>Counterparts</u>. This Agreement may be executed in two or more identical counterparts, and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

- Description of this Agreement shall be kept confidential by the each Party and its members, managers, shareholders, contractors, consultants, administrators, successors, directors, officers, employees, agents, and assigns and shall not be disclosed by them at any time to any other person or entity. Notwithstanding the foregoing the Parties shall be entitled to disclose this Agreement and/or its nature, terms, conditions and substance, (a) in response to any order by any court of competent jurisdiction, (b) to its legal counsel or accountants, (c) as required by law including but not limited to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or the Illinois Open Meetings Act, 5 ILCS 120/1 et seq., or (d) to the extent necessary to enforce the other Party's obligations under this Agreement. On or before the Effective Date, the Village shall cause Azavar to provide a written undertaking to Nicor in form and substance reasonably acceptable to it confirming Azavar's agreement to comply with the confidentiality obligations set forth in this Paragraph 18.
- 19. <u>Severability</u>. Should any provision of this Agreement be held invalid or illegal, the Parties agree that such invalidity or illegality shall not invalidate the whole of this Agreement, but rather the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 20. <u>Binding Effect; Assignment</u>. This Agreement shall be binding upon and inure to the benefit of each of the Parties to this Agreement and their respective successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party. Any attempted assignment in violation of this Paragraph 20 shall be null and void and of no effect.
- 21. <u>Integration Clause</u>; <u>Amendments</u>. This Agreement (including Exhibit A hereto) contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, representations, warranties, covenants or undertakings governing the subject

matter of this Agreement other than those expressly set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the subject matter hereof. This Agreement may not be changed, altered or modified, except in a writing signed by the Parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth above.

By:
Name:
Title:

NORTHERN ILLINOIS GAS COMPANY d/b/a
NICOR GAS COMPANY

By:
Name:

Title:

THE VILLAGE OF MAPLE PARK

Exhibit A Address Reconciliation Process

- Address Reconciliation Process: The process defined in this Exhibit A shall be known as the "Address Reconciliation Process."
- 2. <u>Defined Terms</u>: Unless otherwise specified, all defined terms in this Exhibit A shall have the same meaning as defined in the Settlement Agreement and Release between the Parties.
- 3. <u>Nicor List of Addresses</u>: On or about July 16, 2014, Nicor provided to Azavar by electronic mail an electronic file based on Nicor's computerized customer billing records identifying (i) Nicor service addresses located within the incorporated limits of the Village ("Incorporated Addresses"), (ii) Nicor service addresses located within the unincorporated limits of the Village ("Unincorporated Addresses"), (iii) Nicor Incorporated Addresses that are exempt from MUT ("Exempt Addresses") and (iv) Nicor service addresses that list the Village in such address, but would be subject to taxation by another community ("Other Taxing Codes") (collectively, the "Nicor Address Lists").
- 4. <u>Village's Request for Field Investigation and Address Challenge List</u>: Within the forty five (45) business day period following the Effective Date, the Village and/or Azavar may ask Nicor questions that relate specifically to the Nicor Address Lists, and/or request that Nicor search for additional addresses in its billing records. Within such forty five (45) business day period, the Village and/or Azavar (i) may prepare a written request Nicor to undertake a field investigation of up to 5 addresses selected by the Village and/or Azavar ("Field Investigation Request") and (ii) shall prepare a list of addresses that it reasonably believes may be incorrectly coded in or is missing from Nicor's Address Lists for MUT purposes (the "Address Challenge List"), and will submit the same to Nicor. For the purposes of the Field Investigation Request, a single building containing more than one unit shall count as one address. In response to the Field Investigation Request, Nicor will (i) send Nicor representatives to the Village to (A) attempt to locate each of the addresses identified in the Field Investigation Request and (B) for addresses that are located, do an exterior visual

inspection of the buildings to attempt to determine whether the addresses receive gas service and to obtain meter numbers where exterior gas meters are found, and (ii) where exterior gas meters are found, review Nicor's billing records to determine the service addresses associated with those meters and the tax status of those service addresses. For each address on the Address Challenge List, the Village or Azavar must provide either: (a) a meter number; or (b) other specific and credible information indicating that there may be a Nicor gas customer within the Village that may be missing from or incorrectly coded in Nicor's Address Lists. Prior to providing the Address Challenge List to Nicor, the Village shall, for each address considered for inclusion on the Address Challenge List (a) verify that such address is located within the municipal boundaries of the Village; and (b) make a determination in good faith that such address is not likely to be an "address variant," defined as an address that is only slightly different from a premises identified on the Nicor Address Lists as coded to the Village but with a slightly different address (e.g., a different directional or street type). The Village shall not include on the Address Challenge List any address that it has not verified as being located within the Village or that it has not confirmed in good faith is unlikely to be an address variant. Upon request, the Village shall provide Nicor with the information relied upon by the Village to verify that addresses included on the Address Challenge List are located within the municipal boundaries of the Village and, with respect to addresses claimed to be missing from the Nicor Address Lists, are current customers of Nicor.

5. <u>Nicor's Response to Field Investigation Request</u>: Within ninety (90) business days following the Effective Date, Nicor will provide to the Village and/or Azavar the results of Nicor's field investigation ("Field Investigation Report") in the form of an electronic file that lists each of the addresses that were part of the field investigation and indicates into which of the following five categories each of the addresses falls: (a) Address Found; No Gas Service at Address; (b) Address Found; No External Evidence of Gas Service; (c) Address Found; Master Meter Identified; (d)

Address Found; Meter Number Identified; and (e) Unable to Verify. With respect to categories (c) and (d), the Nicor Field Investigation Report will indicate whether the meter identified was correctly coded in Nicor's records to the Village.

- 6. Nicor Response to the Village's Address Challenge List: Within ninety (90) business days following the Effective Date, Nicor will review the Village's Address Challenge List and report preliminary conclusions reached to the Village and/or Azavar (the "Preliminary Address Correction With respect to each address on the Address Challenge List, Nicor shall use the information provided by the Village and/or Azavar to conduct a good-faith search in its computerized customer billing records to determine if the address reasonably can be identified as a gas service address and, if so, whether such address is correctly coded for municipal tax purposes. In reviewing the Village's Address Challenge List, except as to those addresses that are included on the Village's Field Investigation Request, Nicor will be under no obligation to conduct field audits or field investigations. Instead, Nicor's response will be limited to a review of information contained within Nicor's computerized customer billing records. Except as to those addresses that are included on the Village's Field Investigation Request, Nicor is under no obligation to review or respond to an address on the Address Challenge List for which none of the information described in Paragraph 4 has been provided. With respect to those addresses that are included on the Village's Field Investigation Request, Nicor is under no obligation to conduct field audits or field investigations beyond the scope of the field audit described in Paragraph 4.
- 7. <u>Village's Response to Nicor's Conclusions</u>: If the Village believes in good faith that there are substantive errors or omissions in the Field Investigation Report and/or the Preliminary Address Correction Report affecting specific addresses evaluated, it may provide a list of such addresses and a detailed explanation of the alleged substantive errors or omissions to Nicor ("Village Objections List") within twenty (20) business days of receiving the Field Investigation Report and the

Preliminary Address Correction Report. As to each such address, the Village shall provide either a meter number or other specific and credible information supporting its good faith belief that the Field Investigation Report and/or the Preliminary Address Correction Report contain an error or omission.

- 8. Address Correction Report: Within forty (40) business days of the issuance of the Village Objections List, Nicor will tender to the Village and Azavar a final report (the "Address Correction Report") reflecting the addresses from the Field Investigation Report and/or the Address Challenge List that Nicor determined, in good faith after taking into account information, if any, timely provided to Nicor in the Village's Objections List, required a change in Nicor's records, the nature of the change that was made (*i.e.* the previous and current coding), and the date the change was made. The Address Correction Report shall also identify, with respect to each of the Updated Addresses, the date Nicor first began remitting taxes to the Village with respect to each of the Updated Addresses and the amount of MUT remitted between the date the change was made and December 31, 2014.
- 9. Annual Reporting. Nicor shall provide an annual report to the Village on or before April 30 of 2016, 2017 and 2018 that shows, for the previous calendar year, (1) the amount of MUT, if any, remitted to the Village for each address on the Address Correction Report, and (2) the total amount of MUT remitted to the Village with respect to late payment charges and NSF fees. On or before April 30, 2015, Nicor shall report the total amount of MUT remitted to the Village with respect to late payment charges and NSF fees between December 1, 2013 and December 31, 2014, exclusive of the past due MUT remitted to the Village in or around December 2013.



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

FINANCE REPORT TUESDAY, FEBRUARY 3, 2015

- Budget Report This month I will be generating the proposed budget based on the January Budget Report. Please let me know as soon as possible if there is anything you would like to see included in the proposed budget.
- Escrow Report No activity for January 2015.
- Warrant List
 - A/P Check run of \$68,550.30, manual checks of \$4,755.36 for a total of \$73,305.66.
 - IEPA Water Loan payment of \$29,540.04.
 - SNI Solutions One load of Road Salt for \$3,858.40.
 - Waste Management Garbage Collection Service for November and December for \$19,253.12.
- Water & Sewer Department Report I have begun receiving the information regarding back wash usage for the water system. The Water Pumped to Billed Statistics information now includes the back wash usage. For November and December this accounted for 177,000 gallons of water. I have also added the "Target" Pumped to Billed percentage to show what we are aiming for. I am hoping that Bob O'Connor and I can continue to refine this report and get additional information of possible water usage that we have not accounted for.
- Please let me know if you have any questions or concerns.

	FY 2014 Actual	FY 2015 Budget	Budget May 14 - Jan 15	Actual Totals for May 14 - Jan 15	Variance to Budget
	01 - GENERA	LEUND			
TOTAL GENERAL FUND REVENUE	637,039	642,362	526,467	570,772	(44,304)
TOTAL ADMINISTRATION & FINANCE	288,479	320,631	232,592	218,569	14,023
TOTAL PARKS & GROUNDS TOTAL POLICE DEPARTMENT	44,636	49,181	36,885	35,385	1,500
TOTAL CIVIC CENTER	187,722 50,881	204,928 40,700	158,999 29,650	148,283 27,310	10,717 2,340
TOTAL STREET DEPARTMENT	90,560	101,331	70,498	62,862	7,636
TOTAL GENERAL FUND EXPENDITURES	662,277	716,770	528,625	492,410	36,215
GENERAL FUND NET INCOME/LOSS	(25,237)	(74,408)	(2,158)	78,362	(80,520)
	12 - UTILITY T	AX FUND			
TOTAL REVENUE	84,406	85,750	64,313	76,374	(12,062)
TOTAL EXPENDITURES UTILITY TAX FUND NET INCOME/LOSS	74,762	70,576	41,076	103,663	(62,586)
UTILITY TAX FUND NET INCOME/LOSS	9,644	15,174	23,236	(27,288)	50,524
	13 - TIF DISTRI	CT FUND			
TOTAL REVENUE TOTAL EXPENDITURES	6,077	6,500	6,500	6,713	(213)
ROAD & BRIDGE FUND NET INCOME/LOSS	6,077	5,100 1,400	3,825 2,675	3,851 2,862	(26)
no. a place of the new meeting boss		1,400	2,073	2,802	(187)
	15 - ROAD & BRI	DGE FUND			
TOTAL REVENUE	44,237	44,130	43,942	46,778	(2,836)
TOTAL EXPENDITURES	185,235	38,800	38,800	24,441	14,360
ROAD & BRIDGE FUND NET INCOME/LOSS	(140,999)	5,330	5,142	22,338	(17,195)
	19 - MOTOR FUEL	TAX FUND			
TOTAL REVENUE	38,078	31,933	23,950	36,255	(12,305)
TOTAL EXPENDITURES		170,000	170,000	12,014	157,986
MOTOR FUEL TAX FUND NET INCOME/LOSS	38,078	(138,067)	(146,050)	24,241	(170,291)
	28 - DEVELOPER ES	CROW FUND			
TOTAL REVENUE	7,328	10,000	4 7	19	-
TOTAL EXPENDITURES DEVELOPER ESCROW FUND NET INCOME/LOSS	7,328	10,000	-		-
	52 - WATER & SE	WER FUND			
TOTAL REVENUE	333,688	335,250	213,813	269.259	(54.545)
TOTAL WATER EXPENDITURES	184,648	248,968	180,736	268,358 164,589	(54,545) 16,147
TOTAL SEWER EXPENDITURES	135,238	151,692	129,584	116,646	12,937
TOTAL WATER & SEWER FUND EXPENDITURES	319,886	400,660	310,320	281,236	29,084
WATER & SEWER FUND NET INCOME/LOSS	13,801	(65,410)	(96,507)	(12,878)	(83,630)
5	54 - WATER IMPROVEN	MENT ACCOUNT			
TOTAL REVENUE	83,147	24,676	21,401	20,052	1,349
TOTAL EXPENDITURES	20,954	31,076	31,076	38,651	(7,575)
WATER IMPROVEMENT NET INCOME/LOSS	62,193	(6,400)	(9,675)	(18,599)	8,924
	56 -SEWER IMPROVEM	IENT ACCOUNT			
TOTAL REVENUE TOTAL EXPENDITURES	13,004	13,250	9,938	8,518	1,420
SEWER IMPROVEMENT NET INCOME/LOSS	13,004	13,250	9,938	8,518	1,420
CRAND TOTAL REVENUE	101-001		2727222		1
GRAND TOTAL REVENUE	1,247,004	1,193,851	910,323	1,033,819	(123,496)
GRAND TOTAL EXPENSES	1,276,520	1,442,983	1,123,723	956,263	167,459
GRAND TOTAL NET INCOME / LOSS	(29,516)	(249,132)	(213,399)	77,556	(290,955)

		FY 2014 Actual	FY 2015 Budget	Budget May 14 - Jan 15	Actual Totals for May 14 - Jan 15	Variance to Budget
		01 - GENERAL FUND				
REVENUES		01.01.01.01.01.0				
01-00-4110	REAL ESTATE TAX - DEKALB CO.	102,166	104,032	104,032	102,897	1,135
01-00-4120	REAL ESTATE TAX - KANE CO.	96,283	99,486	99,486	100,519	(1,032)
01-00-4220	STATE OF IL - INCOME TAX	124,885	128,118	96,089	100,615	(4,527)
01-00-4240	STATE OF IL-MUNICIPAL SALES TAX	88,712	90,000	67,500	93,978	(26,478)
01-00-4250	STATE OF IL-REPLACEMENT TAX	3,077	2,500	1,875	2,166	(291)
01-00-4270	STATE OF IL-USE TAX	22,939	23,318	17,488	18,407	(919)
01-00-4280	STATE OF IL-VIDEO GAMING TAX	3,559	6,000	4,500	6,811	(2,311)
01-00-4310	GAME LICENSE	350	750	750	400	350
01-00-4320	ANIMAL LICENSE	1,900	1,500	1,500	1,455	45
01-00-4330	CIGARETTE LICENSE	20	20	20	20	-
01-00-4340	FRANCHISE FEE LICENSE	2,863	2,000	2,000	(700)	2,700
01-00-4341	RAFFLE LICENSE FEE	35	20	15	20	(5)
01-00-4350	LIQUOR LICENSE	7,000	7,000	7,000	7,564	(564)
01-00-4410 01-00-4420	BUILDING PERMITS SOLICITOR PERMITS	4,265	5,000	4,167	8,310	(4,143)
01-00-4500	GARBAGE COLLECTION REVENUE	112 200	20	15	100	(85)
01-00-4505	GARBAGE PENALTIES	113,286 1,837	116,658	77,772	77,054	718
01-00-4550	PARK RENT	2,500	2,000 2,000	1,333	1,182	151
01-00-4550.03		40	40	2,000	1,130	870
01-00-4550.04		3,531	3,000	2,250	40 3,200	(40)
01-00-4550.05		1,840	5,000	2,250	3,200	(950)
01-00-4550.07		4,500	4,800	3,600	3,050	- 550
01-00-4550.11	RENT - KITCHEN	730	400	300	400	(100)
01-00-4550.15	RENT - ST. VINCENT DEPAUL	325	600	450	175	275
01-00-4550.17		448	250	188	20	168
01-00-4575	WATER & SEWER ADMIN CHARGE	32,500	32,500	24,375	24,372	3
01-00-4610	DEKALB COUNTY FINES	1,392	750	563	550	12
01-00-4620	KANE COUNTY FINES	1,024	1,000	750	22	728
01-00-4625	ORDINANCE VIOLATION FINES	4,075	4,000	3,000	525	2,475
01-00-4800	INTEREST INCOME	43	100	75	56	19
01-00-4900	OTHER INCOME	3,915	500	375	68	307
01-00-4910	REIMBURSEMENT INCOME	7,001	4,000	3,000	16,364	(13,364)
	** TOTAL GENERAL FUND REVENUE	637,039	642,362	526,467	570,772	(44,305)
10 ADMINISTRA	TION & FINANCE EXPENDITURES					
01-10-5010	WAGES – FINANCE	20.742	40.440	00 004	04.000	22.12.1
	WAGES - PINANCE WAGES - REIMBURSED (POLICE)	30,742 133	43,148	32,361	21,930	10,431
01-10-5010.01	WAGES - FUN FEST (POLICE)	2,463	3,000	3,000	3,258	(050)
	WAGES - FUN FEST (PUBLIC WORKS)	1,034	1,000	1,000	896	(258) 104
01-10-5011	SALARIES - VILLAGE BOARD	19,600	19,600	-	-	-
01-10-5012	STATE UNEMPLOYMENT TAX	7,335	5,000	3,750	3,124	626
01-10-5020	SOCIAL SECURITY EXPENSE	3,812	4,800	2,476	1,773	703
01-10-5020.01	SOCIAL SECURITY EXPENSE - REIMBURSED	10		-	=	-
01-10-5100	GENERAL SUPPLIES	-	300	225	-	225
01-10-5120	POSTAGE	2,353	3,000	2,250	1,632	619
01-10-5150	ANIMAL TAG EXPENSE	122	100	100	70	31
01-10-5160	COPIER & POSTAGE MACHINE LEASE	3,485	3,441	2,581	2,581	-
01-10-5200	OFFICE SUPPLIES	6,789	6,000	4,500	3,544	956
01-10-5320 01-10-5330	ENGINEERING SERVICES	1,530	5,000	3,750	3,358	392
01-10-5350	LEGAL SERVICES AUDIT EXPENSE	18,894	20,000	15,000	11,405	3,595
01-10-5390	OTHER PROFESSIONAL SERVICES	11,810	12,160	12,160	12,160	(4.005)
01-10-5400	GARBAGE COLLECTION EXPENSE	2,586 113,609	4,500 116,658	3,375 77,772	7,410	(4,035)
01-10-5420	PERMIT EXPENSE	6,821	7,500	6,250	77,034 12,244	737 (5.994)
01-10-5500	INSURANCE EXPENSE	40,676	45,000	45,000	12,244 41,115	(5,994) 3,885
01-10-5550	SOFTWARE EXPENSE	309	500	375	41,115	3,885 375
01-10-5570	DUES AND MEMBERSHIPS	4,274	4,524	3,393	4,537	(1,144)
01-10-5700	TELEPHONE	3,147	3,000	2,250	2,575	(325)
01-10-5900	OTHER EXPENSES	6,065	5,500	4,125	2,421	1,704
01-10-5900.01	FUN FEST EXPENSES		500	500	5	495
01-10-5910	EMERGENCY NOTIFICATION SYSTEM	880	900	900	880	20
01-10-5920	CONFERENCES	=	2,500	2,500	1,775	725
01-10-8210	COMPUTERS	-	3,000	3,000	2,844	156
	** TOTAL ADMINISTRATION & FINANCE	288,479	320,631	232,592	218,569	14,023

		FY 2014 Actual	FY 2015 Budget	Budget May 14 - Jan 15	Actual Totals for May 14 - Jan 15	Variance to Budget
20 - PARKS & G	ROUNDS EXPENDITURES					
01-20-5010	WAGES	26,927	27,326	20,494	19,884	611
01-20-5020	SOCIAL SECURITY EXPENSE	2,371	2,393	1,795	1,839	(44)
01-20-5030	PENSION EXPENSE	1,229	1,251	939	962	(24)
01-20-5040	EMPLOYEE MEDICAL INSURANCE	3,975	3,960	2,970	2,924	46
01-20-5250	GASOLINE & FUEL	1,290	2,000	1,500	1,395	105
01-20-5600	MAINTENANCE & REPAIR	7,749	10,000	7,500	7,581	(81)
01-20-5730	UTILITIES	354	1,500	1,125	687	438
01-20-5900	OTHER EXPENSE	741	750	563	113	449
	** TOTAL PARKS & GROUNDS	44,636	49,181	36,885	35,385	1,500
30 - POLICE DE	PARTMENT EXPENDITURES					
01-30-5010	WAGES - CHIEF	52,403	52,295	39,221	37,788	1,433
01-30-5015	WAGES - PATROL OFFICERS	53,588	55,806	41,854	40,536	1,318
01-30-5016	WAGES - TRAINING	3,887	2,644	1,983		
01-30-5018	WAGES - SERGEANT	19,350	20,759		2,824	(841)
01-30-5020	SOCIAL SECURITY EXPENSE			15,569	16,018	(449)
01-30-5030		10,399	10,519	7,889	8,335	(446)
	PENSION EXPENSE	2,289	2,332	1,749	1,792	(44)
01-30-5040	EMPLOYEE MEDICAL INSURANCE	6,023	6,000	4,500	4,431	69
01-30-5100	GENERAL SUPPLIES	3,019	4,500	3,375	2,106	1,269
01-30-5250	GASOLINE & FUEL	8,381	11,860	8,895	4,748	4,147
01-30-5300	UNIFORM EXPENSE	1,590	2,500	1,875	1,307	568
01-30-5330	LEGAL SERVICES		1,000	750	219	531
01-30-5560	TRAINING	1,097	1,000	1,000	941	59
01-30-5570	DUES & MEMBERSHIPS	400	500	500	385	115
01-30-5600	MAINTENANCE & REPAIR	9,695	6,000	4,500	3,718	
01-30-5700	TELEPHONE	3,560				782
01-30-5750	COMMUNICATIONS		4,500	3,375	2,524	851
		9,824	10,789	10,789	10,377	412
01-30-5900	OTHER EXPENSE	2,215	3,000	2,250	1,942	308
01-30-8210	COMPUTERS	5. 11	8,925	8,925	8,291	634
	** TOTAL POLICE DEPARTMENT	187,722	204,928	158,999	148,283	10,717
40 - CIVIC CENT	ER EXPENDITURES					
01-40-5100	GENERAL SUPPLIES	484	3,500	2,625	1,230	1 205
01-40-5395	VILLAGE HALL CLEANING	491	3,300	2,020	6	1,395
01-40-5600	MAINTENANCE & REPAIR	30,267	18,500	16,000		(6)
01-40-5730	UTILITIES	19,437	18,000		19,796	(3,795)
01-40-5900	OTHER EXPENSE	201	700	10,500 525	6,018 261	4,482 264
01 10 0000			700	323	201	204
	** TOTAL CIVIC CENTER	50,881	40,700	29,650	27,310	2,340
	PARTMENT EXPENDITURES					
01-50-5010	WAGES	29,907	27,326	20,494	19,883	611
01-50-5020	SOCIAL SECURITY EXPENSE	2,599	2,393	1,795	1,839	(44)
01-50-5030	PENSION EXPENSE	1,229	1,251	939	962	(23)
01-50-5040	EMPLOYEE MEDICAL INSURANCE	3,975	3,960	2,970	2,924	46
01-50-5100	GENERAL SUPPLIES	73	1,000	750		750
01-50-5175	ROAD SALT	13,444	12,000	9,000	10,359	(1,359)
01-50-5250	GASOLINE & FUEL	3,443	4,000	3,000	1,974	1,026
01-50-5320	ENGINEERING	0,110	2,500	1,875	1,374	
01-50-5390	OTHER PROFESSIONAL SERVICES	727	500		400	1,875
01-50-5600	MAINTENANCE & REPAIR	12.020		375	422	(47)
		12,826	12,000	9,000	9,728	(728)
01-50-5620	STREET MAINTENANCE	8,859	12,000	6,000	4,766	1,234
01-50-5621	ASH TREE REMOVAL		10,000	5,000	1,500	3,500
01-50-5622	STREET SIGN INSTALLATION	735	-		= =	-
01-50-5730 01-50-5900	UTILITIES OTHER EXPENSE	12,767 704	12,000 400	9,000 300	8,138 364	862
			0000000000		- April 1960 (1960)	(64)
	** TOTAL STREET DEPARTMENT	90,560	101,331	70,498	62,862	7,636
TOTAL GENERAL	L FUND REVENUES	637,039	642,362	526,467	570,772	(44,305)
TOTAL GENERAL	L FUND EXPENDITURES	662,277	716,770	528,625	492,410	36,215
	GENERAL FUND NET INCOME/LOSS	(25,237)	(74,408)	(2,158)	78,362	(80,520)
		A 1997 A				

		FY 2014 Actual	FY 2015 Budget	Budget May 14 - Jan 15	Actual Totals for May 14 - Jan 15	Variance to Budget
		12 - UTILITY TAX FUN	ID			
REVENUES						
12-00-4140.10	TELECOMMUNICATIONS TAX	31,633	40,000	30,000	21,633	8,367
12-00-4140.30	COM ED - UTILITY TAX	30,720	30,000	22,500	21,911	589
12-00-4140.40	NICOR GAS - UTILITY TAX	20,746	15,000	11,250	10,071	1,179
12-00-4746	POLICE GRANTS	630	20	2	2,500	(2,500
12-00-4749	CDBG WHEELCHAIR FUNDS	**************************************	<u>_</u>		20,000	(20,000
12-00-4800	INTEREST INCOME	677	750	563	259	303
	** TOTAL REVENUE	84,406	85,750	64,313	76,374	(12,062
EXPENDITURES						
12-00-5992	TRANSFER TO WATER & SEWER FUND	59,000	59,000	29,500	59,000	(29,500
12-00-5993	TRANSFER TO WATER IMPROVEMENT	11,503	11,576	11,576	11,576	-
12-00-5994	TRANSFER TO TIF DISTRICT FUND	14	-		•	-
12-00-8413	POLICE GRANT PURCHASES	4,213	-	-	644	(644
12-00-8415	WHEELCHAIR LIFT	33		:=	32,443	(32,443)
	** TOTAL EXPENDITURES	74,762	70,576	41,076	103,663	(62,586)
	UTILITY TAX FUND NET INCOME/LOSS	9,644	15,174	23,236	(27,288)	50,524
	5	13 - TIF DISTRICT FUN	D			
REVENUES						
13-00-4110	TIF TAX - DEKALB CO.	1,899	2,000	2,000	3,141	(1,141)
13-00-4120	TIF TAX - KANE CO.	4,163	4,500	4,500	3,571	929
13-00-4994	TRANSFER FROM UTILITY TAX FUND	14	-	120	PEI	-
	** TOTAL REVENUE	6,077	6,500	6,500	6,713	(213)
EXPENDITURES						
13-00-8417	ESTABLISHMENT OF TIF DISTRICT	6,077	5,100	3,825	3,851	(26)
	** TOTAL EXPENDITURES	6,077	5,100	3,825	3,851	(26)
	ROAD & BRIDGE FUND NET INCOME/LOSS	3 - 3	1,400	2,675	2,862	(187)
W (1979)	1	5 - ROAD & BRIDGE FU	ND	100m 11 (100m)		
DEVENUES						
15-00-4100	VEHICLE LICENSE FEES	10.050	10.500	10 500	00.470	(0.070)
15-00-4110	REAL ESTATE TAX-DEKALB COUNTY	19,852 2,782	19,500 2,782	19,500 2,782	23,170	(3,670)
15-00-4110	REAL ESTATE TAX-KANE COUNTY	21,098	21,098	21,098	3,041 20,347	(260) 751
15-00-4260	VIRGIL TWSP. REPLACE. TAX	244	250	188	219	(32)
15-00-4800	INTEREST INCOME	261	500	375	-	375
	** TOTAL REVENUE	44,237	44,130	43,942	46,778	(2,836)
EXPENDITURES				***		
15-00-5100	GENERAL SUPPLIES	1,063	800	800		800
15-00-5320	ENGINEERING SERVICES	28,910	-	-	1,575	(1,575)
15-00-5620	STREET MAINTENANCE	136,658	38,000	38,000	22,866	15,135
15-00-5900	OTHER EXPENSES	104	-	-	22,000	10,100
15-00-8415	SKIDSTER	18,500	E	-	•	
	** TOTAL EXPENDITURES	185,235	38,800	38,800	24,441	14,360
	POAD & RRIDGE ELIND NET INCOME!! OCC		16.	30 000000000000000000000000000000000000		W 46-0-2 35 50W A 50W A
	ROAD & BRIDGE FUND NET INCOME/LOSS	(140,999)	5,330	5,142	22,338	(17,195)

		FY 2014 Actual	FY 2015 Budget	Budget May 14 - Jan 15	Actual Totals for May 14 - Jan 15	Variance to Budget
	19 - M	OTOR FUEL TAX I	FUND			
REVENUES 19-00-4280 19-00-4800	STATE OF IL-MOTOR FUEL TAX INTEREST INCOME	38,056 22	31,833 100	23,875 75	36,242 13	(12,367) 62
	** TOTAL REVENUE	38,078	31,933	23,950	36,255	(12,305)
EXPENDITURES 19-00-5200 19-00-5320 19-00-5900	STREET IMPROVEMENTS ENGINEERING SERVICES OTHER EXPENSE	- - -	170,000 - -	170,000 - -	- 11,985 29	170,000 (11,985) (29)
	** TOTAL EXPENDITURES		170,000	170,000	12,014	157,986
	MOTOR FUEL TAX FUND NET INCOME/LOSS	38,078	(138,067)	(146,050)	24,241	(170,291)
-	28 - DEV	ELOPER ESCROV	V FUND	335320		
REVENUES 28-00-4940	DEVELOPER RECEIPTS	7,328	10,000	4	3 2	-
	** TOTAL REVENUE	7,328	10,000			
EXPENDITURES 28-00-5320 28-00-5330	DEVELOPER LEGAL EXPENDITURES DEVELOPER ENGINEERING & ADMIN	7,328	5,000 5,000	Ē.	-	-
20 00 0000	** TOTAL EXPENDITURES	7,328	10,000			
	DEVELOPER ESCROW FUND NET INCOME/LO:	-	-	-		-
REVENUES	52 - W.	ATER & SEWER F	UND			
52-00-4170 52-00-4171 52-00-4180 52-00-4181 52-00-4190 52-00-4200 52-00-4800 52-00-4900 52-00-4975	WATER REVENUE ALLOCATION OF WATER REVENUE SEWER REVENUE ALLOCATION OF SEWER REVENUE PENALTIES TURN ON/OFF REVENUE INTEREST INCOME OTHER REVENUE TRANSFER FROM UTILITY TAX	150,032 (13,076) 144,280 (12,923) 5,174 825 81 294 59,000	150,000 (13,000) 145,000 (13,000) 5,500 1,000 500 250 59,000	100,000 (8,667) 96,667 (8,667) 3,667 750 375 188 29,500	112,393 (8,476) 109,474 (8,390) 3,951 250 23 132 59,000	(12,393) (191) (12,807) (277) (284) 500 352 56 (29,500)
	** TOTAL REVENUE	333,688	335,250	213,813	268,358	(54,545)
52-10-5010 52-10-5020 52-10-5030 52-10-5030 52-10-5040 52-10-5110 52-10-5120 52-10-5320 52-10-5330 52-10-5330 52-10-5335 52-10-5375 52-10-5590 52-10-5700 52-10-5700 52-10-5700 52-10-5730 52-10-5880 52-10-5880 52-10-5886	WAGES SOCIAL SECURITY EXPENSE PENSION EXPENSE EMPLOYEE MEDICAL INSURANCE GENERAL SUPPLIES CHEMICALS POSTAGE GASOLINE & FUEL ENGINEERING LEGAL EXPENSE TEST EXPENSE ADMINISTRATIVE SERVICE CHARGE OTHER PROFESSIONAL SERVICES SOFTWARE EXPENSE MAINTENANCE & REPAIR TELEPHONE UTILITIES JULIE LOCATES IEPA LOAN - PRINCIPAL IEPA LOAN - WATERMAIN	34,442 2,793 633 2,048 286 12,072 1,176 2,423 425 51 2,027 16,250 - 762 6,772 482 15,229 117 45,597 13,280 11,130	33,916 2,751 645 2,040 400 12,000 2,000 2,000 2,500 500 2,000 16,250 - 800 58,000 600 18,000 250 46,824 12,256 22,645	25,437 2,063 484 1,530 300 9,000 1,333 1,500 1,875 375 1,500 12,187 - 800 43,500 450 13,500 250 23,257 6,283 22,645	26,011 2,197 495 1,506 171 10,705 719 1,809 - 131 2,133 12,186 100 785 1,332 371 9,589 78 46,824 12,256 22,645	(574) (134) (12) 24 129 (1,705) 614 (309) 1,875 244 (633) 1 (100) 15 42,168 79 3,911 172 (23,568) (5,972)
52-10-5888 52-10-5900	IEPA LOAN - WATERMAIN OTHER EXPENSE	16,303 350	12,092 500	12,092 375	12,092 453	- (78)
	** TOTAL WATER EXPENDITURES	184,648	248,968	180,736	164,589	16,147

		FY 2014 Actual	FY 2015 Budget	Budget May 14 - Jan 15	Actual Totals for May 14 - Jan 15	Variance to Budget
20 - SEWER DIVI	ISION EXPENDITURES					
52-20-5010	WAGES	36,467	38,126	28,595	26,987	1,607
52-20-5020	SOCIAL SECURITY EXPENSE	2,945	3,073	2,305	2,284	21
52-20-5030	PENSION EXPENSE	633	645	484	495	(12)
52-20-5040 52-20-5100	EMPLOYEE MEDICAL INSURANCE GENERAL SUPPLIES	2,048	2,040	1,530	1,507	23
52-20-5100	OTHER PROFESSIONAL SERVICES	232	500	375	23 110	352 (110)
52-20-5120	POSTAGE	585	600	400	257	143
52-20-5250	GASOLINE & FUEL	942	1,000	750	704	46
52-20-5320	ENGINEERING	425	1,500	1,125	200000000 2	1,125
52-20-5330	LEGAL EXPENSE	51	500	375	88	287
52-20-5335	TEST EXPENSE	1,478	1,600	1,200	1,194	6
52-20-5375 52-20-5400	ADMINISTRATIVE SERVICE CHARGE PERMIT EXPENSE	16,250	16,250	12,187	12,186	1
52-20-5550	SOFTWARE EXPENSE	2,500 762	2,500 800	2,500 800	2,500 785	15
52-20-5600	MAINTENANCE & REPAIR	205	10,000	7,500	232	7,268
52-20-5700	TELEPHONE	1,031	1,200	900	775	125
52-20-5730	UTILITIES	9,237	11,000	8,250	6,466	1,784
52-20-5740	JULIE LOCATES	117	250	250	78	172
52-20-5870	IEPA LOAN - PRINCIPAL	51,599	53,088	53,088	53,088	-
52-20-5880	IEPA LOAN - INTEREST	7,596	6,821	6,821	6,821	3. - 1
52-20-5900	OTHER EXPENSE	135	200	150	67	83
	** TOTAL SEWER EXPENDITURES	135,238	151,692	129,584	116,646	12,937
TOTAL WATER &	SEWER FUND EXPENDITURES	319,886	400,660	310,320	281,236	29,084
	WATER & SEWER FUND NET INCOME/LOSS	13,801	(65,410)	(96,507)	(12,878)	(83,630)
	54 - WATE	R IMPROVEMENT A	CCOUNT			
REVENUES						
54-00-4171	ALLOCATION OF WATER REVENUE	13,076	13,000	9,750	8,476	1,274
54-00-4800	INTEREST INCOME	50.504	100	75	-	75
54-00-4878 54-00-4975	IEPA WATERMAIN LOAN PROCEEDS TRANSFER FROM UTILITY TAX FUND	58,561 11,503	- 11,576	- 11,576	- 11,576	-
	** TOTAL REVENUE	83,147	24,676	21,401	20,052	1,349
	_	00,111	2,,070	21,101	20,002	1,010
EXPENDITURES						
54-00-5320	ENGINEERING SERVICES	-		200	1,110	(1,110)
54-00-5600	WATERMAIN REPAIRS WATERMAIN LOAN PAYMENT - PRINCIPAL	0.404	19,500	19,500	25,965	(6,465)
54-00-8205 54-00-8207	WATERMAIN LOAN PAYMENT - PRINCIPAL WATERMAIN LOAN PAYMENT - INTEREST	9,491 1,963	9,696 1,881	9,696 1,881	9,696	-
54-00-8208	WATERMAIN CONSTRUCTION	9,500	-	1,001	1,881	-
54-00-8209	WATERMAIN ENGINEERING	-	-	-	-	_
	** TOTAL EXPENDITURES	20,954	31,076	31,076	38,651	(7,575)
	WATER IMPROVEMENT NET INCOME/LOSS	62,193	(6,400)	(9,675)	(18,599)	8,924
	56 -SEWER	R IMPROVEMENT A	CCOUNT			
REVENUES	ALLOCATION OF SEMED DEVENUE	40.000	40.000	0.750	0.000	
56-00-4181	ALLOCATION OF SEWER REVENUE INTEREST INCOME	12,923	13,000	9,750	8,390	1,360
56-00-4800	INTEREST INCOME	81	250	188	128	59
	** TOTAL REVENUE	13,004	13,250	9,938	8,518	1,420
EXPENDITURES						
	** TOTAL EXPENDITURES	-	-			
	SEWER IMPROVEMENT NET INCOME/LOSS	13,004	13,250	9,938	8,518	1,420
	GRAND TOTAL REVENUE	1,247,004	1,193,851	910,323	1,033,819	(123,496)
	GRAND TOTAL EXPENSES	1,276,520	1,442,983	1,123,723	956,263	167,459
	GRAND TOTAL NET INCOME / LOSS	Manager and a second part of				
	ONARD TOTAL RET INCOME / LUSS	(29,516)	(249,132)	(213,399)	77,556	(290,955)

Estimated Fund Balance through January 31, 2015

General Fund	Beginning Balance \$263,709	Revenues \$570,772	Expenditures \$492,410	Ending Balance \$342,071	Est Balance Budget \$184,146	Better/(Worse) \$157,925
Water & Sewer Funds Water & Sewer Operating Fund	226,164	268,358	281,236	213,286	175,989	37,297
Water Improvement Fund	54,670	20,052	38,651	36,071	38,493	(2,422)
Totals	493 694	8,518	319 887	221,378	226,457	(5,079)
		2101001	10,010	00.00	606,044	29,730
Other Funds:						
Utility Tax Fund	537,016	76,374	103,663	509,727	525,757	(16.030)
TIF District Fund	ı	6,713	3,851	2,862	2,387	475
Road & Bridge Fund	32,884	46,778	24,441	55,221	38,984	16.237
Motor Fuel Tax Fund	144,384	36,255	12,014	168,625	551	168,074
Totals	714,284	166,120	143,969	736,435	567,679	168,756
Village Totals	\$1,471,687	\$1,033,820	\$956,266	\$1,549,241	\$1,192,764	\$356.477

Estimated Cash Balances for January 31, 2015

	N/A N/A 0.02% 0.02%	0.12%
Estimated 01/31/15 Balance	93.56 4,145.74 1,270,251.26 45,606.39	1,570,096.95
01/31/15 Check Run	(68,550.30)	(68,550.30)
Payroll	(16,101.47)	(16,101.47)
Manual Checks and Tax Pymts	(12,096.82)	(12,096.82)
Transfers & Deposits	48,882.33	81,087.77
Misc	(100.00)	(100.00)
12/31/14 Balance	48,059.82 4,145.74 1,238,045.82 45,606.39 250,000.00	1,585,857.77
	Old Second Checking TIF Funds IPTIP National Bank & Trust CD	

Water Pumped to Billed Statistics

Months	Gallons Pumped	Gallons Billed	% Pumped to Billed	Target % Pump to Billed	% Variance
November / December 2014 -Civic Center Use -Back Wash Usage	5,138.00 (29.34) (177.00)				
	4,931.66	4,217.00	85.51%	90.00%	-4.49%
September / October 2014 -Civic Center Use -Hydrant Flushing - 09/10/14 -Water Leak - 10/17/14	5,261.00 (13.39) (55.00) (200.00)				
	4,992.61	4,203.10	84.19%	90.00%	-5.81%
July / August 2014 -Civic Center Use	5,555.00 (6.84)				
	5,548.16	4,170.75	75.17%	90.00%	-14.83%
May / June 2014 -Civic Center Use -Fire Department (May) -Hydrant Flushing -06/16/14 & 06/17/14	5,953.00 (16.52) (15.00) (175.00)				
	5,746.48	4,360.25	75.88%	90.00%	-14.12%
March / April 2014 -Civic Center Use	5,379.00 (16.40)		Maria application		
	5,362.60	4,248.25	79.22%	90.00%	-10.78%
January / February 2014 -Civic Center Use	5,483.00 (22.52)		100		
į.	5,460.49	4,228.24	77.43%	90.00%	-12.57%
November / December 2013 -Civic Center Use	4,845.00 (16.65)				7
	4,828.35	4,212.40	87.24%	90.00%	-2.76%
September / October 2013 -Civic Center Use -Watermain Break - 09/26/13 -Hydrant Flushing (10/08/13)	5,133.00 (13.60) unknown (10.00)				
	5,109.40	4,613.06	90.29%	90.00%	0.29%
July / August 2013 -Civic Center Use -Watermain Break - 07/16/13 -July Fire Department Usage	5,587.00 (12.68) unknown (3.80)				
	5,570.53	4,608.10	82.72%	90.00%	-7.28%
May / June 2013 -Civic Center Use -Field Fire - 05/01/13 -Fire Dept. Training - 05/07/13 -Hydrant Flushing (05/28-05/31)	5,985.00 (11.27) (3.25) (1.20) (200.00)				
	5,769.28	4,242.01	73.53%	90.00%	-16.47%
March / April 2013 -Civic Center Use -Hydrant Flushing (04/10/13)	5,455.00 (20.21) (40.00)				
	5,394.79	4,360.50	80.83%	90.00%	-9.17%
January / February 2013 -Civic Center Use -Fire at Hintzsche (02/26/13) -Watermain Break (02/12/13)	5,103.00 (17.82) (150.00) unknown 4,935.18	4,248.94	86.09%	90.00%	-3.91%

AUTHORIZING THE VILLAGE PRESIDENT TO RENEW THE INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF KANE FOR ANIMAL CONTROL.
BE IT RESOLVED BY THE BOARD OF TRUSTEES of the Village of Maple Park, Illinois, as follows:
<u>Section 1</u> . That pursuant to Section 8 of the Agreement for Animal Control Services (the "Agreement") dated August 6, 2013, by and between the County of Kane and the Village of Maple Park, the Village hereby notifies Kane County of its intent to exercise its option to renew the Agreement for the period of April 1, 2015 through March 31, 2016.
<u>Section 2</u> . That the Village Clerk of the Village of Maple Park be authorized and directed to attest the Village President's signature.
PASSED BY THE BOARD OF TRUSTEES of the Village of Maple Park, Illinois, at a regular meeting thereof held on the day of 2015, and approved by me as Village President on the same day. Ayes: Absent: ATTEST:
ELIZABETH PEERBOOM, Village Clerk KATHLEEN CURTIS, Village President

RESOLUTION 2015-02 Approved: ____

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 3rd day of February, 2015, by and between the **COUNTY OF KANE**, a body politic and corporate, and the Village of Maple Park, an Illinois municipal corporation.

WHEREAS, the County of Kane ("Kane County") is a body politic and corporate duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the Village of Maple Park ("Municipality") is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the "Act") has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits and desires to contract with the County to discharge these responsibilities; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with animal control services, including but not limited to pick-up of animals running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability; and

WHEREAS, the parties have a mutual interest in long term planning for animal control services in Kane County and intend to participate in such planning activities to be convened by the Metro West Council of Government, but desire to enter into an agreement for services while such planning is ongoing; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3 (2006), units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution 06-330 to enter into an intergovernmental agreement with the Municipality as herein provided;

NOW, THERFORE the COUNTY OF KANE and the Village of Maple Park do hereby agree as follows:

<u>Section 1. Incorporation of Recitals.</u> The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

Section 2. Pickup Service Provided. The Kane County Animal Control Department will provide pickup service for stray dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

Section 3. Complaint Calls – Response. The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, from the Municipality's police department (or appropriate Municipal officials if no police department exists), for barking dogs, dogs running at large and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on Exhibit A. The County Board may pass a resolution which shall be binding on the Municipality upon 60 days notice to the Municipality, to increase said rates. Notwithstanding the above, all service fee increases are hereby

capped at a maximum increase of 25% of the Base Rate in the first 12 month period of the agreement. During each subsequent 12 month period, all service fees are likewise capped at a maximum increase of 25% of the Base Rate. "Base Rate" is the amount specified by category of service in Exhibit A.

<u>Section 4. Vicious or Dangerous Dogs.</u> The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

Section 5. Invoices for Services. Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

<u>Section 6. Termination of prior Agreements.</u> Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

<u>Section 7. Fees and Charges to Individual Owners.</u> Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

Section 8. Effective Date; Termination. This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until January 31, 2016, with two one-year renewal options that shall be subject to the following condition: that the Municipality has been and is actively participating in animal control services and facility planning activities that are to be convened and coordinated by

the Metro West Council of Governments, ("Metro West") .The Municipality shall notify the county in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

Section 9. Additional Agreement. The Parties agree to meet to work towards a long term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality.

Section 10, Service Provision Subject to Shelter Capacity.

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the county for provision of services to residents of unincorporated Kane County and for its use for provision of Countywide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contractholders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal

Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

Section 11. Indemnification. The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane County's services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by the County and its officers agents and employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

<u>Section 12 Notices.</u> Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

If to Kane County:

County of Kane
Kane County Government Center
719 South Batavia Avenue - Building A - 2nd Floor
Geneva, IL 60134
Attention: County Board Chairman

With a copy to:

Animal Control Administrator County of Kane 4060 Keslinger Geneva, IL 60134

With a copy to:

States Attorney, Chief of the Civil Division 100 South Third Street, 4th Floor Geneva, IL 50134

If to the Municipality:

Liz Peerboom, Village Clerk Village of Maple Park 302 Willow Street, P.O. Box 220 Maple Park, IL 60151

until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

<u>Section 13 Severability.</u> If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

Section 14 Entire Agreement of the Parties. This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

Section 15. Binding Effect; Successors' Assignment. This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

COUNT	Y OF KANE
By:	
Ch	ristopher Lauzen
Co	ounty Board Chairman
ATTEST	:
	John A. Cunningham
	Kane County Clerk

By: Kathleen Curtis, Village President ATTEST: Elizabeth Peerboom, Village Clerk

Exhibit A Kane County Fee Schedule for Municipalities

Service	Fee
Pick up per animal	\$25
Pick up charge group of small animals (excluding ferrets,	\$30
rabbits, exotic birds and reptiles) evictions only	
Boarding per animal / per day/ Maximum charge \$70	\$10
Vaccination for distemper per animal	\$30
Euthanasia per dog/cat animal under 30 pounds	\$50
Euthanasia per dog/cat animal over 30 pounds	\$75
Rabies Observation (includes euthanasia fee) under 30 pounds	\$150
Rabies Observation (includes euthanasia fee) over 30 pounds	\$175
Specimen pick up	\$30
Specimen prep	\$50
Eviction cost comprise of pick up charges and boarding.	\$100.00