



# Village of Maple Park

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

Village Hall: 815-827-3309

Fax: 815-827-4040

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

## BOARD OF TRUSTEES MEETING AGENDA

TUESDAY, MARCH 6, 2018

7 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. PRESENTATION – SPECIAL USE PERMIT APPLICANT
6. GIS DEMONSTRATION – TRUSTEE BRANDON HARRIS
7. 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 – February 6, 2018
- b) Receive and File
  - Infrastructure Committee – January 9, 2018
  - Personnel Committee – January 16, 2018
  - Finance Committee – January 23, 2018
- c) Acceptance of Cash and Investment Report as of January 31, 2017

d) Approval of Bills Payable and Manual Check Register #

ACCOUNTS PAYABLE:	\$111,925.08
MANUAL CHECKS:	1,518.39
TOTAL:	<u>\$113,443.47</u>

e) Approval of Travel, Meals, Lodging for Elected Officials /Employees

- Metrowest Council of Government 2018 January Board Meeting – January 25, 2018 (includes meal), \$35 for Kathy Curtis, Village President (included on warrant list).
- Metrowest Council of Government 2018 February Board Meeting – February 22, 2018 (includes meal), \$35 for Kathy Curtis, Village President (included on warrant list).

**8. FINANCIAL REPORT**

**9. LEGAL REPORT**

**10. POLICE DEPARTMENT REPORT**

**11. PUBLIC WORKS REPORT**

**12. ENGINEERING REPORT**

**13. COMMITTEE REPORTS**

- Personnel & Communications – JP Dries, Chair
- Finance & Public Relations & Development – Luke Goucher, Chair
- Infrastructure – Brandon Harris, Chair

**14. OLD BUSINESS**

**15. NEW BUSINESS**

**A. CONSIDERATIONS**

None.

**B. MOTIONS**

**1. MOTION TO RATIFY BOARD APPROVAL OF THE APPLICATION TO THE KANE COUNTY DUI TASK FORCE FOR A GRANT FOR THE INTOXILYZER BREATHALYZER UNIT.**

*At the February 6, 2018, Board of Trustees meeting, consensus was to allow for the Police Chief to apply for this grant. This motion ratifies that approval.*

**C. ORDINANCES**

**1. ORDINANCE 2018-01 SPECIAL USE PERMIT**

AN ORDINANCE GRANTING A SPECIAL USE IN THE “B-2,” GENERAL COMMERCIAL DISTRICT PERMITTING THE OPERATION OF A SELF-SERVICE STORAGE FACILITY FOR THE PROPERTY LOCATED AT 18663 COUNTY LINE ROAD IN THE VILLAGE OF MAPLE PARK, ILLINOIS

*This ordinance would allow the applicant to build four (4) mini-storage buildings at 18663 County Line Road, Maple Park.*

**2. ORDINANCE 2018-05 MEDIACOM FRANCHISE FEES**

AN ORDINANCE ADDRESSING THE PAYMENT OF CABLE TELEVISION FRANCHISE FEES IN THE VILLAGE OF MAPLE PARK, ILLINOIS

*This ordinance allows the Village of Maple Park to continue collecting franchise fees for Cable Television Services from Mediacom Illinois LLC.*

**D. RESOLUTIONS**

**1. RESOLUTION 2018-05 HACH SERVICE PARTNERSHIP RENEWAL**

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO AN AGREEMENT WITH HACH SERVICE PLUS FOR WATER SYSTEM EQUIPMENT MAINTENANCE

*This Resolution allows the village to enter into an agreement with Hach Service Plus for maintenance of equipment used for the Maple Park water system.*

**2. RESOLUTION 2018-06 IL DEPARTMENT OF REVENUE – SALES TAX SHARING**

RESOLUTION SUPPORTING THE ABILITY OF MUNICIPALITIES TO SHARE LOCAL SALES TAX INFORMATION WITH OUTSIDE PROFESSIONALS FOR THE VILLAGE OF MAPLE PARK

This Resolution allows the Village of Maple Park to share sales tax information with outside professionals, such as Azavar Audit Solutions in order to properly audit the village’s sales tax revenue.

**16. VILLAGE PRESIDENT REPORT**

**17. TRUSTEE REPORTS**

## **18. EXECUTIVE SESSION**

### **Review of Closed Session Minutes 5 ILCS 120/2(c)(21)**

*Discussion of minutes of meetings lawfully closed under this 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.*

## **19. MATTERS REFERRED FROM CLOSED SESSION**

### **1. RESOLUTION 2018-03 DESTRUCTION OF CLOSED SESSION AUDIO RECORDINGS**

A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUDIO RECORDINGS OF CLOSED SESSION MEETINGS

*This resolution allows for the destruction of audio recordings of closed session meeting dates that have been approved. The meeting dates are: 2/2/16, 4/5/16, 5/3/16, and 6/7/16.*

### **2. APPROVAL OF CLOSED SESSION MEETING MINUTES:**

- September 5, 2017
- September 12, 2017
- November 7, 2017

## **20. ADJOURNMENT**





# Village of Maple Park

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## BOARD OF TRUSTEES MEETING MINUTES

TUESDAY, FEBRUARY 6, 2018

7 p.m.

MAPLE PARK CIVIC CENTER

302 WILLOW STREET, MAPLE PARK

### 1. CALL TO ORDER

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

### 2. PLEDGE OF ALLEGIANCE

### 3. ROLL CALL/QUORUM ESTABLISHED

Deputy Clerk Cheryl Aldridge called the roll call and the following Board members were present: President Kathy Curtis, Trustee JP Dries, Trustee Luke Goucher, Trustee Chris Higgins. Absent: Trustee Brandon Harris, Trustee Bart Shaver and Trustee Kristine Dalton (arrived late). Trustee Harris was on the phone.

Others present: Village Attorney Kevin Buick, Police Chief Dean Stiegemeier, and Deputy Village Clerk Cheryl Aldridge.

### 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.*

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 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 2, 2018

#### b) Receive and File

- Finance and PR&D Committee – December 27, 2017

- Infrastructure Committee – December 12, 2017
- c) Acceptance of Cash and Investment Report as of December 31, 2017
- d) Approval of Bills Payable and Manual Check Register #764

ACCOUNTS PAYABLE:	\$74,368.65
MANUAL CHECKS:	<u>5,029.43</u>
TOTAL:	<u>\$79,398.08</u>

- e) Approval of Travel, Meals, Lodging for Elected Officials /Employees
- Metrowest Council of Government 2018 Legislative Breakfast – January 17, 2018 (includes meal), \$20 for Kathy Curtis, Village President (included on warrant list).

Trustee Goucher made a motion to allow Trustee Harris to attend the meeting remotely, seconded by Trustee Higgins. Motion carried by roll call vote. Aye: Dries, Goucher, Higgins. Nay: None. Absent: Harris, Dalton, Shaver. (3-0-3)

Trustee Goucher made a motion to approve the Consent Agenda, seconded by Trustee Higgins. Motion carried by roll call vote. Aye: Dries, Goucher, Harris Higgins. Nay: None. Absent: Dalton, Shaver. (4-0-2)

Trustee Dalton arrived at 7:03 p.m.

## **6. FINANCIAL REPORT**

None.

## **7. LEGAL REPORT**

Village Attorney Kevin Buick advised that the prosecution of the matter at 18662 is being continued pending the resolution of the property's Special Use permit request for a mini-storage facility. That matter will come before the Village Board on March 6, 2018.

Mr. Buick advised that the matter of Carson v. Maple Park/Ayala Employment lawsuit has been dismissed.

Mr. Buick also reminded the Board that all members of the public body for the Village of Maple Park must take the Open Meetings Act training.

## **8. POLICE DEPARTMENT REPORT**

## **9. PUBLIC WORKS REPORT**

## **10. ENGINEERING REPORT**

No report.

## **11. COMMITTEE REPORTS**

- Personnel & Communications – JP Dries, Chair

Trustee Dries advised that the next meeting will have the same agenda as they had in January. They will be discussing the golf cart policy and fees.

- Finance & Public Relations & Development – Luke Goucher, Chair

Trustee Goucher advised that at the March meeting the Finance Committee will be discussing the budget.

- Infrastructure – Brandon Harris, Chair

Trustee Harris advised that they would be discussing Wayside Horns at the February 13, 2018 Infrastructure Committee meeting and that a representative from AHS will be in attendance, along with Drew Fraz.

## **12. OLD BUSINESS**

None.

## **13. NEW BUSINESS**

### **A. CONSIDERATIONS**

None.

### **B. MOTIONS**

#### **1. MOTION TO WAIVE THE WATER BILL FOR ACCOUNT #0010060000.**

Trustee Dries made a motion to Waive the Water Bill for Account #0010060000, seconded by Trustee Goucher.

After a brief discussion, the motion and second were withdrawn and the motion did not pass.

#### **2. MOTION TO REDUCE THE AMOUNT OF ESCROW ON FILE FOR SQUIRES CROSSING WITH REO FUNDING TO \$15,000.00 FROM \$50,907.00.**

Trustee Goucher made a motion to reduce the amount of escrow on file for Squires Crossing with REO Funding to \$15,000.00 from \$50,907.00, seconded by

Trustee Higgins. Motion carried by roll call vote. Aye: Dries, Goucher, Harris, Dalton, Higgins. Nay: None. Absent: Shaver. (5-0-1)

**3. MOTION TO APPROVE THE APPLICATION FOR THE DEKALB COUNTY COMMUNITY FUND GRANT.**

Trustee Higgins made a motion to approve the application for the DeKalb County Economic Development Corporation Grant, seconded by Trustee Goucher. Motion carried by roll call vote. Aye: Dries, Goucher, Harris, Dalton, Higgins. Nay: None. Absent: Shaver. (5-0-1)

**C. ORDINANCES**

**1. ORDINANCE 2018-02 ANIMAL TAGS**

AN ORDINANCE AMENDING TITLE 6, OF THE MUNICIPAL CODE OF THE VILLAGE OF MAPLE PARK, CHAPTER 2, ANIMAL CONTROL, 6-2-3, SUBSECTION E., "LICENSE FEES; REQUIREMENTS"

*This ordinance takes away the requirement for residents to obtain animal tags.*

Trustee Dries made a motion to approve Ordinance 2018-02, "Amending Title 6, of the Municipal Code of Maple Park, Chapter 2, Animal Control, 6-2-3, Subsection E., License Fees; Requirements," seconded by Trustee Goucher. Motion carried by roll call vote. Aye: Dries, Goucher, Harris, Dalton, Higgins. Nay: None. Absent: Shaver. (5-0-1)

**2. ORDINANCE 2018-03 TEMPORARY SUSPENSION OF FEES**

TEMPORARILY SUSPENDING CERTAIN PROVISIONS OF CHAPTER 17, FEES AND PENALTIES IN TITLE 12, SUBDIVISION REGULATION, IN THE MAPLE PARK VILLAGE CODE

*This Ordinance extends the suspension of fees until December 31, 2018.*

Trustee Goucher made a motion to approve Ordinance 2018-03 "Temporarily suspending certain provisions of Chapter 17, and penalties in Title 12, subdivision regulation, in the Maple Park Municipal Code," seconded by Trustee Higgins.

Trustee Goucher said that he thinks these fees should be waived indefinitely. He will discuss the issue with Building Inspector Lou Larson in the near future, and go over all of the fees for building permits.

Motion carried by roll call vote. Aye: Dries, Goucher, Harris, Dalton, Higgins. Nay: None. Absent: Shaver. (5-0-1)



4. **ORDINANCE 2018-04** TEMPORARY SUSPENSION OF WATER/SEWER CONNECTION FEES

AN ORDINANCE MODIFYING CERTAIN PROVISIONS OF TITLE 9, UTILITIES, CHAPTER 1, WATER USE AND SERVICE, AND CHAPTER 2, ARTICLE B. SEWER CONNECTION PERMITS AND CHARGES WITHIN THE VILLAGE OF MAPLE PARK

*This ordinance extends the suspension of fees until December 31, 2018.*

Trustee Goucher made a motion to approve Ordinance 2018-04 "Modifying certain provisions of Title 9, Utilities, Chapter 1, Water Use and Service, and Chapter 2, Article B. Sewer Connection Permits and charges within the Village of Maple Park," seconded by Trustee Higgins. Motion carried by roll call vote. Aye: Dries, Goucher, Harris, Dalton, Higgins. Nay: None. Absent: Shaver. (5-0-1)

D. **RESOLUTIONS**

1. **RESOLUTION 2018-01** WAYSIDE HORNS

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SUBMIT AN APPLICATION FOR WAYSIDE HORNS TO UNION PACIFIC RAILROAD FOR CROSSINGS AT COUNTY LINE ROAD, PLEASANT STREET AND LIBERTY STREET

*This Resolution allows the village to submit an application to Union Pacific Railroad for wayside horns.*

Trustee Goucher made a motion to approve Resolution 2018-01 "Authorizing the Village President to submit an application for wayside horns to Union Pacific railroad for crossings at County Line Road, Please Street and Liberty Street," seconded by Trustee Dalton. Motion carried by roll call vote. Aye: Dries, Goucher, Harris, Dalton, Higgins. Nay: None. Absent: Shaver. (5-0-1)

2. **RESOLUTION 2018-02** ENGINEERING REQUEST FOR PROPOSALS

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO PUBLISH A REQUEST FOR PROPOSALS (RFP) FOR ENGINEERING SERVICES FOR VILLAGE ENGINEER

*This Resolution would allow village staff to publish a request for proposals for a new Village Engineer.*

Trustee Goucher made a motion to approve Resolution 2018-02, "Authorizing the Village President or her designee to publish a request for proposals (RFP) for engineering services for Village Engineer," seconded by Trustee Higgins. Motion



carried by roll call vote. Aye: Dries, Goucher, Harris, Dalton, Higgins. Nay: None. Absent: Shaver. (5-0-1)

**3. RESOLUTION 2018-04 ACCEPTANCE OF SQUIRES CROSSING BRIDGE**

A RESOLUTION AUTHORIZING THE PARTIAL ACCEPTANCE OF SQUIRES CROSSING FROM REO FUNDING SOLUTIONS IV, LLC

*This resolution accepts the bridge in Squires Crossing after work has concluded on the bridge.*

Trustee Dries made a motion to approve Resolution 2018-04, "Authorizing the partial acceptance of Squires Crossing from REO Funding Solutions IV, LLC," seconded by Trustee Goucher. Motion carried by roll call vote. Aye: Dries, Goucher, Harris, Dalton, Higgins. Nay: None. Absent: Shaver. (5-0-1)

**16. VILLAGE PRESIDENT REPORT**

President Curtis advised that she would like to hold a Committee of the Whole meeting on a Saturday morning in April. She would like the Committee Chairs to discuss what they are working on and what they would like to get done. She would then like to focus on priorities.

Trustee Harris asked if they could avoid April 21, because he has a conflict.

**17. TRUSTEE REPORTS**

Trustee Higgins advised that he tried to install an electronic lock on the gym door, but was having trouble, adding that the door has a push bar on it and does not work well with the kind of lock that was purchased. He said that he had gotten 2 quotes to retrofit the door, but they range from \$3,000 to \$3,500. He would like to get this added into the agenda.

Trustee Higgins also advised that he would like to use part of the DeKalb County Fund Grant for public relations and marketing work.

**17. EXECUTIVE SESSION**

**Review of Closed Session Minutes 5 ILCS 120/2(c)(21)**

*Discussion of minutes of meetings lawfully closed under this 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.*

President Curtis advised that there would be not closed session because the Village Clerk is out sick.

**18. ADJOURNMENT**

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

Meeting adjourned at 7:44 p.m.

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Cheryl Aldridge, Deputy Clerk

DRA



# Village of Maple Park

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Approved by the Infrastructure  
Committee on February 13, 2018.

## INFRASTRUCTURE COMMITTEE MEETING MINUTES

Tuesday, January 9, 2018

7:00 p.m.

Maple Park Civic Center

302 Willow Street, Maple Park, IL

### 1. CALL TO ORDER / ESTABLISHMENT OF QUORUM

Chairman Brandon Harris called the meeting to order at 7:04 p.m.

Village Clerk Liz Peerboom called the roll call and the following Committee members were present: Trustee Brandon Harris, Trustee Luke Goucher, Trustee JP Dries, Trustee Chris Higgins.

Others present: Public Works Director Mike Miller, Village Engineer Jeremy Lin, and Village Clerk Liz Peerboom.

### 2. PUBLIC COMMENTS – *Any resident wishing to address the Board may do so according to the Rules of Public Comment and should register with the Village Clerk prior to the meeting.*

None.

### 3. APPROVAL OF MEETING MINUTES

- December 12, 2017

Trustee Higgins made a motion to approve the minutes from the December 12, 2017 meeting, seconded by Trustee Dalton. Motion carried by voice vote.

### 4. GIS UPDATE – DEMO

Trustee Harris gave a demonstration of the new GIS. He discussed the content that can be added to the GIS and what would be visible to residents. Trustee Higgins asked if you could hide owners' names. Trustee Harris said that owners' information is public data.

Trustee Harris advised that more data would be uploaded as soon as they get it from the county.

Village Engineer Jeremy Lin asked how staff would change zoning in the event a parcel has a zoning change. Trustee Harris advised that the edits are done in one place and once refreshed there is instant update.

Trustee Goucher asked if all the village data was uploaded. Trustee Harris, Public

Works Director Mike Miller and Mr. Lin agreed that all the village data has been uploaded.

Trustee Harris said that the village can also get a subscription that gives you a camera to take street level pictures of properties.

Mr. Miller discussed other information that he would like added to the GIS. Trustee Higgins suggested hiring interns from NIU to do some data entry.

Trustee Harris said that the next step is to set up the collector app. He also recommended the handheld GIS that plugs into a smart phone. He added that he has sent this info to the Village Accountant for the budget process.

## **5. DISCUSSION OF MAPLE PARK INTERNET SERVICES FOR THE VILLAGE**

Trustee Harris advised that the committee previously agreed to keep the water tower agreement and the internet agreement separate, so Future Link has provided 3 separate agreements for the board to work on.

Trustee Goucher asked for clarification. Trustee Harris advised that Future Link is offering internet service, and the vendor wanted to provide different contracts to show that other communities have done the same thing.

Chris Higgins, Future Link said that from Future Link's standpoint, the rental rate in the contract is too high. So, they are asking that the village allow them to provide internet service to the village. Their proposal is to sign the agreement as is and then the village would pay \$100 per month for internet. He added that the internet contract is comparable to what the village pays now, and it is faster service.

Trustee Goucher asked why the committee and the Board would need a resolution for internet service. Village Clerk Peerboom explained that, although the Village President can contract for internet service without Board approval, in order to have this not appear as a conflict of interest between Trustee Higgins, President Curtis and Future Link, it would be better for the village to have a resolution.

Trustee Dries made a motion to move a resolution for internet service with Future Link to the full Board for approval, seconded by Trustee Goucher. Motion carried by roll call vote. Aye: Harris, Dries, Goucher. Nay: None. Absent: None. Abstain: Higgins.

## **6. ENGINEERING UPDATE**

Village Engineer Jeremy Lin advised that he will be working on an acceptance memo for Squires Crossing. He is also working on budget items. He asked for a list of priorities on the paving plan. Trustee Dries asked if all the engineering for Center Street is done. Jeremy said that it is done, but it would have to be updated for MFT, which would be approximately \$5,000 more.

Trustee Goucher asked about the cost. Mr. Lin advised that it would be approximately

\$180,000, MFT engineering would be approximately 80,000.

The committee then discussed different paving scenarios and costs. The committee then discussed other items that may be added to the budget for next year.

Trustee Dries discussed establishing a foot print for a new water tower and asked how much it would cost to do the engineering to be sure that Memorial Park would be the ideal location. He also suggested putting deadlines on the Board to get a new water tower.

The meeting was interrupted at 7:46 p.m. due to a large argument in the gym. Meeting reconvened at 8:00 p.m.

The committee continued discussing the water tower locations. The committee then discussed other locations that might be in the TIF. Mr. Lin will put together a work order with different avenues for placement of a water tower.

## **7. PUBLIC WORKS UPDATE**

Public Works Director Mike Miller said that he had a few things for the budget and the new employee is working out well. He added that the public works director position is evolving and when the village hires a new director they will need to think about making the position more administrative. Trustee Dries suggested getting rid of "Old Yeller." He advised that the Board will need to start prepping to replace this vehicle, which is a salt vehicle. Mr. Miller advised that it is a 1989 vehicle and the village would need to spend about \$50,000 to replace this vehicle, and the vehicle would need to be loaded twice to salt the entire village. He also said that there is a problem with the man holes in Heritage Hills that need to be taken care of, which makes it hard on a vehicle.

Trustee Dries asked for a replacement cost for the budget. Mr. Miller said that he will work on that.

Trustee Dries also asked about a boat and a sludge stick. Mr. Miller said that he got a boat given to him that the village can use. He would like to wait until spring to put in the water to make sure it doesn't leak.

Trustee Dries advised that the insurance paid \$4,050 for the police car that was totaled by water.

Mr. Miller wants to budget putting in a new forced air furnace in the police department. The committee then discussed possible different heating and cooling changes.

The committee also discussed whether it is still feasible to continue putting money into the Civic Center. Mr. Miller said that the village has already put so much money into the building that it wouldn't be good to sell the building.



## **8. DISCUSSION OF OTHER ITEMS**

Trustee Harris gave a brief update on the Wayside Horns project.

Trustee Higgins discussed marketing ideas for the finance committee. He said that he needs to do some digging on the zoning limitations for signs for the possible installation of a welcome to Maple Park sign. He will talk with Building Inspector Lou Larson and formulate a plan.

## **9. ADJOURNMENT**

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

Meeting adjourned at 8:31 p.m.

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Liz Peerboom, CMC  
Village Clerk

Committee Members  
Trustee Harris, Chair  
Trustee Goucher  
Trustee Higgins  
Trustee Dries



# *Village of Maple Park*

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

Approved by the Personnel Committee  
on February 20, 2018.

## **PERSONNEL & COMMUNICATIONS COMMITTEE**

### **AGENDA**

**Tuesday, January 16, 2018**

**7:00 p.m.**

**Village of Maple Park**

**302 Willow Street, Maple Park, IL, 60151**

# **MEETING CANCELLED**

# **NO QUORUM**



# Village of Maple Park

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

Approved by the Finance Committee  
on February 27, 2018.

Village Hall: 815-827-3309

Fax: 815-827-4040

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

## FINANCE AND PUBLIC RELATIONS & DEVELOPMENT COMMITTEE MEETING MINUTES

Tuesday, January 23, 2018

7:00 p.m.

Maple Park Civic Center  
302 Willow Street, Maple Park, IL

### 1. CALL TO ORDER / ESTABLISHMENT OF QUORUM

Chairman Luke Goucher called the meeting to order at 7:05 p.m.

Village Clerk Liz Peerboom called the roll call and the following Committee members were present: Trustee Luke Goucher, Trustee Kristine Dalton, Trustee Chris Higgins, Trustee Bart Shaver.

Others present: Village Clerk Liz Peerboom.

### 2. PUBLIC COMMENTS – *Any resident wishing to address the Board may do so according to the Rules of Public Comment and should register with the Village Clerk prior to the meeting.*

None.

### 3. APPROVAL OF MEETING MINUTES

December 27, 2017

Trustee Higgins made a motion to approve the December 27, 2017 minutes, seconded by Trustee Shaver. Motion carried by voice vote.

### 4. DISCUSSION OF ENGINEERING SERVICES RFP

Village Clerk Liz Peerboom distributed a draft of the Engineering Services RFP. After a brief discussion, Trustee Higgins made a motion to move the approval of the RFP to the Board agenda, seconded by Trustee Shaver. Motion carried by voice vote.

### 5. DISCUSSION OF THE POSSIBLE REPEAL OF ANIMAL TAGS

Village Clerk Liz Peerboom distributed a draft ordinance covering the possible repeal of animal tags. Trustee Dalton had concerns about repealing the ordinance, because she was under the impression that the DeKalb County Community Fund grant would cover the cost of a dog park. Trustee Goucher advised that this grant is an economic development grant, and would not cover the cost of a dog park.

After a brief discussion, Trustee Dalton made a motion to send the ordinance to the full Board for approval, seconded by Trustee Shaver. Motion carried by voice vote.

## **6. UP APPLICATION DISCUSSION**

Village Clerk Liz Peerboom distributed a draft of a letter that would service as an application to begin the process with Union Pacific to bring wayside horns to Maple Park.

Trustee Higgins made a motion to send this application to the full Board for approval, seconded by Trustee Dalton. Motion carried by voice vote.

## **7. DISCUSSION OF FORECASTING FOR TIF**

- Revenue
- Programs / Projects

Trustee Goucher and the committee discussed a TIF Funds “wish list,” and put some ideas down on paper. They included:

1. Park Enhancement, which includes beautification of the lift station with the planting of trees.
  - a. Signage/Façade Grant
    - \$10,000 cap the first year
    - Continuity on County Line Road from Route 38 to Main Street
      - Sidewalks
      - Lighting
2. Wayside Horns
3. Stormwater improvements
  - a. Business District Plan
  - b. Pave Kennebec Street behind the downtown businesses
4. Downtown Parking
5. Water tower

## **8. DISCUSSION OF WATER / SEWER IMPACT FEE**

- Forecasting

Clerk Peerboom distributed draft ordinances that would extend the moratorium on impact fees. Trustee Goucher advised that he would like to see the Board discontinue the fees permanently.

After a brief discussion, Trustee Higgins made a motion to extend the moratorium for impact fees until December 31, 2018, and send the ordinances to the full Board for approval, seconded by Trustee Shaver. Motion carried by voice vote.

## MINUTES

Finance and PR&D Committee

January 23, 2018

Page 3 of 3

### **9. DISCUSSION OF DEKALB COUNTY COMMUNITY ECONOMIC DEVELOPMENT GRANT**

The committee discussed what the grant might be spend on and made a list of possible things that it could be spent on. Consensus was that the first thing would need to be a Strategic Plan, which would cost approximately \$10,000. The, the remaining \$10,000 would be for implementation of that plan.

Trustee Higgins made a motion to send this to the full Board for approval, seconded by Trustee Dalton. Motion carried by voice vote.

### **10. DISCUSSION OF OTHER ITEMS**

None.

### **11. ADJOURNMENT**

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

Meeting adjourned at 9:00 p.m.

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Liz Peerboom, CMC  
Village Clerk

Committee Members  
Trustee Goucher Chair  
Trustee Dalton  
Trustee Higgins  
Trustee Shaver



VILLAGE OF MAPLE PARK, ILLINOIS  
Schedule of Cash and Investments  
January 31, 2018

Fund	Interest Rate	First Midwest CD	IPTIP Accounts	First Midwest Money Market	Old Second Checking	Total Cash & Investments
<b>Operating Funds</b>						
<b>General Fund</b>						
Old Second - Checking Acct	0.00%	-	-	-	(92,264.53)	(92,264.53)
Old Second - TIF Checking Acct	0.00%	-	-	-	-	-
Illinois Public Treasurer's Pool		-	199,244.18	-	-	199,244.18
Total General Fund		-	199,244.18	-	(92,264.53)	106,979.65
<b>Utility Tax Fund</b>						
Old Second - Checking Acct	0.00%	-	-	-	(13,929.51)	(13,929.51)
First Midwest Bank		-	-	246,440.07	-	246,440.07
Old Second - TIF Checking Acct	0.00%	-	-	-	-	-
Illinois Public Treasurer's Pool		-	94,032.17	-	-	94,032.17
First Midwest Bank - CD	0.70%	150,000.00	-	-	-	150,000.00
Total Utility Tax Fund		150,000.00	94,032.17	246,440.07	(13,929.51)	476,542.73
<b>TIF District Fund</b>						
Old Second - Checking Account	0.00%	-	-	-	(1,342.76)	(1,342.76)
Old Second - TIF Checking Acct	0.00%	-	-	-	40,005.63	40,005.63
Total Road & Bridge Fund		-	-	-	38,662.87	38,662.87
<b>Road &amp; Bridge Fund</b>						
Old Second - Checking Account	0.00%	-	-	-	4,651.32	4,651.32
Illinois Public Treasurer's Pool		-	34,868.50	-	-	34,868.50
Total Road & Bridge Fund		-	34,868.50	-	4,651.32	39,519.82
<b>Motor Fuel Tax Fund</b>						
Old Second - Checking Account	0.00%	-	-	-	-	-
Illinois Public Treasurer's Pool		-	96,292.86	-	-	96,292.86
Total Motor Fuel Tax Fund		-	96,292.86	-	-	96,292.86
<b>Water &amp; Sewer Funds</b>						
<b>Operating Accounts</b>						
Old Second - Checking Account		-	-	-	30,010.36	30,010.36
Illinois Public Treasurer's Pool		-	292,627.35	-	-	292,627.35
Total Operating Accounts		-	292,627.35	-	30,010.36	322,637.71
<b>Water Improvement Account</b>						
Old Second - Checking Account	0.00%	-	-	-	7,867.47	7,867.47
Illinois Public Treasurer's Pool		-	141,445.19	-	-	141,445.19
First Midwest Bank - CD	0.70%	10,000.00	-	-	-	10,000.00
Total Water Improvement Accounts		10,000.00	141,445.19	-	7,867.47	159,312.66
<b>Sewer Improvement Account</b>						
Old Second - Checking Account	0.00%	-	-	-	7,485.31	7,485.31
Illinois Public Treasurer's Pool		-	183,362.59	-	-	183,362.59
First Midwest Bank - CD	0.70%	90,000.00	-	-	-	90,000.00
Total Sewer Improvement Accounts		90,000.00	183,362.59	-	7,485.31	280,847.90
Total Water & Sewer Funds		100,000.00	617,435.13	-	45,363.14	762,798.27
<b>Total Village Operating Funds</b>		250,000.00	1,041,872.84	246,440.07	(17,516.71)	1,520,796.20
<b>Escrow Funds</b>						
<b>School Land Cash</b>						
Old Second - Checking Account	0.00%	-	-	-	17,200.00	17,200.00
<b>Developer Escrow Fund</b>						
Old Second - Checking Account	0.00%	-	-	-	105,459.01	105,459.01
<b>Total Village Escrow Funds</b>		-	-	-	122,659.01	122,659.01
<b>Total Village Cash &amp; Investments</b>		250,000.00	1,041,872.84	246,440.07	105,142.30	1,643,455.21

SYS DATE:02/28/18

VILLAGE OF MAPLE PARK  
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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 MICHAEL ACOSTA 02052018	01-30-5390	INTERIM POLICE CHIEF	320.00	320.00
01 A&P CAR WASH, INC. 124	01-30-5600	CAR WASH TOKENS	80.00	80.00
01 AZAVAR AUDIT 14022	01-10-5390	FEBRUARY 2018	6.90	6.90
01 CASEY'S GENERAL STORES, INC. 01312018	01-30-5250	GASOLINE	468.97	468.97
01 COMMONWEALTH EDISON 0147077192 0218	01-50-5730	STREET LIGHTING	4331.55	262.48
0498142046 0118	52-20-5730	LIFT STATION		100.65
0798152002 0118	52-10-5730	WELL		1968.79
1620026021 0118	52-20-5730	WWTP		1081.26
4665155040 0218	01-50-5730	STREET LIGHTING		877.51
5778015012 0118	01-20-5730	HERITAGE HILLS POND		40.86
01 CONSERV FS, INC. 122004805	01-50-5250	DIESEL	960.13	613.55
122004806	52-10-5250	GASOLINE		124.77
122004806	01-50-5250	GASOLINE		173.29
122004806	52-20-5250	GASOLINE		48.52
01 DECKER SUPPLY CO. INC. 899795	01-50-5622	SIGN POSTS	492.25	492.25
01 FOSTER, BUICK, CONKLIN & LUNDG 20526	01-10-5330	LEGAL SERVICES	1093.75	568.75
20526	01-30-5330	LEGAL SERVICES		131.25
20526	28-00-2200.02	LEGAL SERVICES		87.50
20526	01-10-5330	SPECIAL USE		262.50
20526	52-10-5330	LEGAL EXPENSE		21.88
20526	52-20-5330	LEGAL EXPENSE		21.87
01 FRONTIER 8158273286 0218	01-30-5700	POLICE TELEPHONE	377.43	139.26
8158273309 0218	01-10-5700	OFFICE TELEPHONE		74.85
8158273710 0218	52-10-5700	WELL HOUSE		56.89
8158275039 0218	52-20-5700	WWTP		49.54
8158275069 0218	52-20-5700	LIFT STATION		56.89
01 HAWKINS, INC. 4228639	52-10-5110	CHEMICALS	223.88	223.88
01 IMPACT NETWORKING, LLC 1022611	01-10-5200	COPIER CONTRACT	499.94	202.44
1044277	01-10-5200	COPIER CONTRACT/COPIES		297.50
01 KANELAND CUSD #302 02132018	70-00-5930	PAYMENT TO SCHOOLS	27114.47	17200.00
02132018	28-00-2200.91	KANELAND IMPACT FEES		8949.47
02132018	28-00-2200.90	KANELAND FOUNDATION FEES		965.00
01 LINTECH ENGINEERING, INC. 1934	01-10-5320	LOT 34 REVIEW	170.00	170.00

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VILLAGE OF MAPLE PARK  
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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 LOWE'S			17.89	
02172018	01-40-5600	MAINTENANCE & REPAIR		7.93
02172018	52-10-5600	MAINTENANCE & REPAIR		9.96
01 MAPLE PARK FIRE PROTECTION DIS			42.65	
01222018	01-30-5250	GASOLINE-CASEY'S		42.65
01 METRO WEST COUNCIL OF GOVERNME			70.00	
3318	01-10-5920	2018 JANUARY BOARD MEETING		35.00
3331	01-10-5920	02/22/18 BOARD MEETING		35.00
01 LINTECH ENGINEERING, INC.			11000.00	
1865	52-10-5600	WUNDERLICH-MALEC INVOICE		8500.00
1927	52-10-5390	WATER OPERATION		1250.00
1927	52-20-5390	WASTEWATER OPERATION		1250.00
01 NICOR			1921.95	
331314100040218	01-50-5730	GARAGE GAS		197.06
399087100050218	01-40-5730	CIVIC CENTER GAS		1724.89
01 REO FUNDING			35907.00	
02062018	28-00-2200.21	ESCROW REDUCTION		35907.00
01 STATE OF IL. FIRE MARSHAL			100.00	
9589766	01-40-5900	BOILER INSPECTION&CERTIFICATE		100.00
01 VERIZON WIRELESS			233.29	
9802003074	01-10-5700	CELL PHONES		63.58
9802003074	01-30-5700	CELL PHONES		55.64
9802003074	01-30-5700	AIR CARDS		114.07
01 VERIZON WIRELESS			50.00	
02282018	01-10-5700	CELL PHONE		50.00
01 VIRGIL TOWNSHIP ROAD DISTRICT			4687.58	
01052018	01-50-5175	ROAD SALT		1590.86
02142018	01-50-5175	2 LOADS OF ROAD SALT		3096.72
01 WASTE MANAGEMENT			21755.45	
3553050-2011-5	01-10-5400	GARBAGE COLLECTION EXPENSE		21755.45
** TOTAL CHECKS TO BE ISSUED			111925.08	

SYS DATE:02/28/18

VILLAGE OF MAPLE PARK  
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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01		GENERAL FUND	34051.21	
28		DEVELOPERS ESCROW FUND	45908.97	
52		WATER & SEWER FUND	14764.90	
70		SCHOOL LAND CASH FUND	17200.00	
***		GRAND TOTAL ***	111925.08	
		TOTAL FOR REGULAR CHECKS:	111,296.47	
		TOTAL FOR DIRECT PAY VENDORS:	628.61	

SYS DATE:02/28/18

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

=====

PAYABLE TO REG#	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
01 VANTAGEPOINT TRANSFER AGENTS-#02/08/18			21098	325.77	
42 02082018		01-00-2150	ICMA PAYABLE		85.65
42 02082018		01-20-5030	PENSION EXPENSE		49.80
42 02082018		01-30-5030	PENSION EXPENSE		89.23
42 02082018		01-50-5030	PENSION EXPENSE		49.79
42 02082018		52-10-5030	PENSION EXPENSE		25.65
42 02082018		52-20-5030	PENSION EXPENSE		25.65
01 VANTAGEPOINT TRANSFER AGENTS-#02/22/18			21102	325.77	
42 02222018		01-00-2150	ICMA PAYABLE		85.65
42 02222018		01-20-5030	PENSION EXPENSE		49.80
42 02222018		01-30-5030	PENSION EXPENSE		89.23
42 02222018		01-50-5030	PENSION EXPENSE		49.79
42 02222018		52-10-5030	PENSION EXPENSE		25.65
42 02222018		52-20-5030	PENSION EXPENSE		25.65
01 AMERICAN BANK & TRUST		02/12/18	21099	866.85	
42 01282018E		01-40-5600	MAINTENANCE & REPAIR		151.38
42 01282018E		01-50-5600	MAINTENANCE & REPAIR		312.03
42 01282018E		01-50-5900	OTHER EXPENSE		6.99
42 01282018E		52-20-5600	MAINTENANCE & REPAIR		248.43
42 01282018F		01-10-5390	OTHER PROFESSIONAL SERVICES		479.00
42 01282018F		15-00-5100	GENERAL SUPPLIES		319.00
42 01282018F		52-10-5600	MAINTENANCE & REPAIR		324.99-
42 01282018F		52-20-5600	MAINTENANCE & REPAIR		324.99-

\*\* TOTAL MANUAL CHECKS REGISTERED 1518.39

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REPORT SUMMARY

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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	111925.08	1518.39	113443.47
TOTAL CASH	111925.08	1518.39	113443.47



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VILLAGE OF MAPLE PARK  
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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		
REG# INV NO	G/L NUMBER	DESCRIPTION			DISTR
DISTR	CHECKS TO	REGISTERED			
FUND	BE ISSUED	MANUAL	TOTAL		
01	34051.21	1498.34	35549.55		
15	.00	319.00	319.00		
28	45908.97	.00	45908.97		
52	14764.90	298.95-	14465.95		
70	17200.00	.00	17200.00		
TOTAL DISTR	111925.08	1518.39	113443.47		



# *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, MARCH 6, 2018**

- Budget Report – Included in the packet this month is the February Budget Report. The report was prepared before the February Utility Billings were completed. Those amounts will be included on the March report.
- The next Finance Meeting to complete the budget will be on March 27<sup>th</sup> with a final board approval on April 3<sup>rd</sup>.
- Escrow Accounts – This month there was activity for Squire's Crossing, as well as the return of a portion of the cash deposit on hand for REO Funding that was approved at the February meeting.
- This past month we received final loan documents from the IEPA regarding our Watermain loan from 2012. They have finalized all of their paperwork and have sent a final loan closing amendment that was signed and sent back to them.
- Warrant List
  - A/P Check run of \$111,925.08, manual checks of \$1,518.39 for a total of \$113,443.47.
    - Kaneland Schools – a payment of \$27,114.47 is being made to forward the land cash, impact fees, and Kaneland Foundation fees that have been collected for the school district.
    - Lintech Engineering (MGD) – a repair to our panel water panel was paid by MGD. This invoice is to reimburse for that expense.
    - REO Funding – a payment of \$35,907.00 was approved by the board at the February Board meeting to reduce the amount required in our escrow account.
    - Waste Management – Garbage Collection for January & February for \$21,755.45.
- Please let me know if you have any questions or concerns.

**VILLAGE OF MAPLE PARK - BUDGET REPORT**  
**May 1, 2017 - February 28, 2018**

		FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Feb 18	Actual Totals for May 17 - Feb 18	Variance to Budget
<b>01 - GENERAL FUND</b>						
<b>REVENUES</b>						
01-00-4110	REAL ESTATE TAX - DEKALB CO.	107,585	111,247	111,247	108,211	3,036
01-00-4120	REAL ESTATE TAX - KANE CO.	98,927	103,266	103,266	99,988	3,278
01-00-4220	STATE OF IL - INCOME TAX	124,056	132,310	110,258	120,395	(10,136)
01-00-4240	STATE OF IL-MUNICIPAL SALES TAX	63,797	70,000	58,333	66,437	(8,103)
01-00-4250	STATE OF IL-REPLACEMENT TAX	3,294	3,000	2,500	1,812	688
01-00-4270	STATE OF IL-USE TAX	32,300	33,143	27,619	27,296	324
01-00-4280	STATE OF IL-VIDEO GAMING TAX	17,047	15,600	13,000	17,594	(4,594)
01-00-4310	GAME LICENSE	150	150	150	300	(150)
01-00-4320	ANIMAL LICENSE	1,785	1,700	1,700	1,680	20
01-00-4330	CIGARETTE LICENSE	20	20	20	20	-
01-00-4340	FRANCHISE FEE LICENSE	3,015	2,750	2,750	2,157	593
01-00-4341	RAFFLE LICENSE FEE	45	20	15	40	(25)
01-00-4350	LIQUOR LICENSE	9,000	9,000	9,000	10,000	(1,000)
01-00-4407	TEMPORARY OCCUPANCY PERMIT	400	-	-	-	-
01-00-4410	BUILDING PERMITS	6,320	10,000	8,889	5,342	3,547
01-00-4410.02	BUILDING PERMITS - SQUIRE'S CROSSING	6,214	4,334	4,334	11,575	(7,241)
01-00-4410.03	BUILDING PERMITS - HERITAGE HILLS	10,331	6,502	6,502	3,043	3,459
01-00-4420	SOLICITOR PERMITS	10	20	15	-	15
01-00-4500	GARBAGE COLLECTION REVENUE	123,308	127,262	106,052	85,368	20,684
01-00-4505	GARBAGE PENALTIES	2,009	1,750	1,458	1,569	(111)
01-00-4535.02	SQUIRE'S CROSSING - ENGINEERING	1,020	680	680	1,700	(1,020)
01-00-4535.03	HERITAGE HILLS - ENGINEERING	1,700	1,020	1,020	340	680
01-00-4550	PARK RENT	1,260	1,500	1,500	860	640
01-00-4550.03	RENT - KANE COUNTY POLLING	40	40	40	40	-
01-00-4550.04	RENT - GYM USE	4,498	4,500	3,750	3,698	52
01-00-4550.07	RENT - M.P. LIBRARY	4,800	4,800	4,000	5,600	(1,600)
01-00-4550.11	RENT - KITCHEN	938	750	625	588	38
01-00-4550.17	RENT - EXERCISE ROOM	300	-	-	630	(630)
01-00-4575	WATER & SEWER ADMIN CHARGE	32,500	32,500	27,083	27,083	(0)
01-00-4610	DEKALB COUNTY FINES	441	500	417	240	177
01-00-4620	KANE COUNTY FINES	244	1,000	833	630	204
01-00-4625	ORDINANCE VIOLATION FINES	650	2,000	1,667	2,200	(533)
01-00-4800	INTEREST INCOME	1,036	1,500	1,250	1,513	(263)
01-00-4900	OTHER INCOME	2,567	250	208	1,068	(860)
01-00-4910	REIMBURSEMENT INCOME	5,799	4,000	3,333	12,826	(9,493)
<b>** TOTAL GENERAL FUND REVENUE</b>		<b>667,404</b>	<b>687,114</b>	<b>613,515</b>	<b>621,841</b>	<b>(8,326)</b>
<b>10 - ADMINISTRATION &amp; FINANCE EXPENDITURES</b>						
01-10-5010	WAGES - FINANCE	49,697	56,873	47,394	38,713	8,681
01-10-5010.01	WAGES - REIMBURSED (POLICE)	300	-	-	-	-
01-10-5010.02	WAGES - FUN FEST (POLICE)	2,980	3,000	3,000	2,835	165
01-10-5010.03	WAGES - FUN FEST (PUBLIC WORKS)	936	1,000	1,000	1,000	-
01-10-5011	SALARIES - VILLAGE BOARD	19,200	19,600	-	-	-
01-10-5012	STATE UNEMPLOYMENT TAX	930	1,000	750	460	290
01-10-5020	SOCIAL SECURITY EXPENSE	5,248	5,850	3,626	3,133	493
01-10-5120	POSTAGE	1,947	2,500	2,083	1,289	794
01-10-5150	ANIMAL TAG EXPENSE	73	100	-	58	(58)
01-10-5160	COPIER & POSTAGE MACHINE LEASE	3,456	3,441	2,868	1,867	1,001
01-10-5200	OFFICE SUPPLIES	7,288	6,000	5,000	5,734	(734)
01-10-5320	ENGINEERING SERVICES	4,038	5,000	4,167	2,890	1,277
01-10-5330	LEGAL SERVICES	22,834	20,000	16,667	17,558	(891)
01-10-5350	AUDIT EXPENSE	12,160	12,510	12,510	12,760	(250)
01-10-5390	OTHER PROFESSIONAL SERVICES	20,746	12,500	10,417	11,893	(1,476)
01-10-5400	GARBAGE COLLECTION EXPENSE	123,213	127,262	106,052	107,046	(994)
01-10-5420	PERMIT EXPENSE	-	-	-	150	(150)
01-10-5420.02	PERMIT EXPENSE - SQUIRE'S CROSSING	-	-	-	975	(975)
01-10-5500	INSURANCE EXPENSE	44,066	46,000	46,000	45,024	976
01-10-5550	SOFTWARE EXPENSE	25	-	-	-	-
01-10-5570	DUES AND MEMBERSHIPS	4,917	5,000	4,167	4,430	(263)
01-10-5700	TELEPHONE	5,073	5,000	4,167	3,957	210
01-10-5900	OTHER EXPENSES	6,425	5,000	4,167	3,480	686
01-10-5900.01	FUN FEST EXPENSES	600	750	750	525	225
01-10-5910	EMERGENCY NOTIFICATION SYSTEM	880	900	900	836	64
01-10-5920	CONFERENCES	2,643	1,500	1,250	(243)	1,493
01-10-5999	TRANSFER TO OTHER FUNDS	5,000	5,000	5,000	5,000	-
01-10-8210	COMPUTERS	2,368	-	-	-	-
<b>** TOTAL ADMINISTRATION &amp; FINANCE</b>		<b>347,043</b>	<b>345,786</b>	<b>281,932</b>	<b>271,369</b>	<b>10,563</b>

**VILLAGE OF MAPLE PARK - BUDGET REPORT**  
**May 1, 2017 - February 28, 2018**

	FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Feb 18	Actual Totals for May 17 - Feb 18	Variance to Budget
<b>20 - PARKS &amp; GROUNDS EXPENDITURES</b>					
01-20-5010 WAGES	29,484	29,283	24,403	24,270	133
01-20-5020 SOCIAL SECURITY EXPENSE	2,579	2,543	2,119	2,230	(111)
01-20-5030 PENSION EXPENSE	1,300	1,330	1,108	1,167	(58)
01-20-5040 EMPLOYEE MEDICAL INSURANCE	3,960	3,960	3,300	3,313	(13)
01-20-5250 GASOLINE & FUEL	792	1,000	833	612	221
01-20-5600 MAINTENANCE & REPAIR	2,600	7,000	5,833	3,557	2,276
01-20-5730 UTILITIES	862	1,000	833	1,008	(174)
01-20-5900 OTHER EXPENSE	316	250	208	-	208
<b>** TOTAL PARKS &amp; GROUNDS</b>	<b>41,893</b>	<b>46,366</b>	<b>38,639</b>	<b>36,157</b>	<b>2,482</b>
<b>30 - POLICE DEPARTMENT EXPENDITURES</b>					
01-30-5010 WAGES – CHIEF	58,599	53,300	44,417	40,360	4,057
01-30-5015 WAGES – PATROL OFFICERS	56,906	65,341	54,451	55,605	(1,154)
01-30-5016 WAGES – TRAINING	6,703	5,495	4,579	4,489	90
01-30-5018 WAGES – SERGEANT	28,443	30,462	25,385	23,962	1,423
01-30-5020 SOCIAL SECURITY EXPENSE	12,242	12,286	10,238	10,491	(253)
01-30-5030 PENSION EXPENSE	2,413	2,372	1,977	1,885	91
01-30-5040 EMPLOYEE MEDICAL INSURANCE	6,231	6,000	5,000	3,592	1,408
01-30-5100 GENERAL SUPPLIES	4,289	4,000	3,333	4,598	(1,265)
01-30-5250 GASOLINE & FUEL	6,127	7,500	6,250	4,763	1,487
01-30-5300 UNIFORM EXPENSE	3,270	4,000	3,333	2,327	1,007
01-30-5330 LEGAL SERVICES	44	1,000	833	131	702
01-30-5390 OTHER PROFESSIONAL SERVICES	-	-	-	14,360	(14,360)
01-30-5560 TRAINING	1,095	2,000	2,000	1,285	715
01-30-5570 DUES & MEMBERSHIPS	1,774	1,000	1,000	320	680
01-30-5600 MAINTENANCE & REPAIR	5,155	6,000	5,000	4,518	482
01-30-5700 TELEPHONE	3,830	5,000	4,167	3,329	838
01-30-5750 COMMUNICATIONS	11,438	12,014	12,014	11,988	26
01-30-5900 OTHER EXPENSE	2,021	2,000	1,667	2,486	(819)
<b>** TOTAL POLICE DEPARTMENT</b>	<b>210,579</b>	<b>219,769</b>	<b>185,643</b>	<b>190,489</b>	<b>(4,846)</b>
<b>40 - CIVIC CENTER EXPENDITURES</b>					
01-40-5100 GENERAL SUPPLIES	769	1,500	1,250	39	1,211
01-40-5600 MAINTENANCE & REPAIR	9,547	10,000	8,333	12,595	(4,262)
01-40-5730 UTILITIES	6,856	10,000	8,333	4,641	3,692
01-40-5900 OTHER EXPENSE	360	500	417	330	86
<b>** TOTAL CIVIC CENTER</b>	<b>17,532</b>	<b>22,000</b>	<b>18,333</b>	<b>17,606</b>	<b>728</b>
<b>50 - STREET DEPARTMENT EXPENDITURES</b>					
01-50-5010 WAGES	29,484	29,283	24,403	24,270	133
01-50-5020 SOCIAL SECURITY EXPENSE	2,579	2,543	2,119	2,230	(111)
01-50-5030 PENSION EXPENSE	1,300	1,330	1,108	1,166	(58)
01-50-5040 EMPLOYEE MEDICAL INSURANCE	3,960	3,960	3,300	3,313	(13)
01-50-5175 ROAD SALT	2,585	8,000	8,000	4,688	3,312
01-50-5250 GASOLINE & FUEL	1,331	2,500	2,083	1,518	565
01-50-5390 OTHER PROFESSIONAL SERVICES	219	225	188	-	188
01-50-5600 MAINTENANCE & REPAIR	5,419	7,500	6,250	4,290	1,960
01-50-5620 STREET MAINTENANCE	5,538	12,000	10,000	15,594	(5,594)
01-50-5621 TREE MAINTENANCE	4,550	7,500	6,250	4,900	1,350
01-50-5622 STREET SIGN INSTALLATION	-	2,000	1,667	1,024	643
01-50-5730 UTILITIES	13,075	12,000	10,000	10,465	(465)
01-50-5900 OTHER EXPENSE	339	250	208	14	194
<b>** TOTAL STREET DEPARTMENT</b>	<b>70,379</b>	<b>89,091</b>	<b>75,576</b>	<b>73,471</b>	<b>2,105</b>
<b>NON DEPARTMENTAL EXPENDITURES</b>					
01-90-5900.07 GRAND POINTE ESCROW LOSS	-	-	-	1,937	(1,937)
01-90-5900.16 OLSEN ESCROW LOSS	-	-	-	2,130	(2,130)
<b>** TOTAL NON DEPARTMENTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,067</b>	<b>(4,067)</b>
<b>TOTAL GENERAL FUND REVENUES</b>	<b>667,404</b>	<b>687,114</b>	<b>613,515</b>	<b>621,841</b>	<b>(8,326)</b>
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>687,426</b>	<b>723,013</b>	<b>600,124</b>	<b>593,159</b>	<b>6,964</b>
<b>GENERAL FUND NET INCOME/LOSS</b>	<b>(20,022)</b>	<b>(35,899)</b>	<b>13,392</b>	<b>28,682</b>	<b>(15,291)</b>

**VILLAGE OF MAPLE PARK - BUDGET REPORT**  
**May 1, 2017 - February 28, 2018**

		FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Feb 18	Actual Totals for May 17 - Feb 18	Variance to Budget
<b>12 - UTILITY TAX FUND</b>						
<b>REVENUES</b>						
12-00-4140.10	TELECOMMUNICATIONS TAX	27,056	30,000	25,000	18,728	6,272
12-00-4140.30	COM ED - UTILITY TAX	33,220	30,000	25,000	25,249	(249)
12-00-4140.40	NICOR GAS - UTILITY TAX	15,333	12,000	10,000	7,593	2,407
12-00-4746	POLICE GRANTS	9,285	-	-	3,536	(3,536)
12-00-4750	VEHICLE LOAN PROCEEDS	-	-	-	23,520	(23,520)
12-00-4800	INTEREST INCOME	907	500	417	1,475	(1,058)
12-00-4992	TRANSFER FROM GENERAL FUND	5,000	5,000	5,000	5,000	-
12-00-4996	TRANSFER FROM TIF FUND	31,046	4,744	4,744	4,752	(9)
	<b>** TOTAL REVENUE</b>	<b>121,846</b>	<b>82,244</b>	<b>70,160</b>	<b>89,854</b>	<b>(19,693)</b>
<b>EXPENDITURES</b>						
12-00-5992	TRANSFER TO WATER & SEWER FUND	59,000	59,000	59,000	59,000	-
12-00-5993	TRANSFER TO WATER IMPROVEMENT	11,778	11,911	11,911	11,911	-
12-00-8102	CIVIC CENTER IMPROVEMENTS	24,025	-	-	-	-
12-00-8401	POLICE VEHICLE	30,970	7,500	7,500	31,020	(23,520)
12-00-8411	COMPUTERS & ACCESSORIES	3,693	4,843	4,843	5,237	(394)
12-00-8413	POLICE GRANT PURCHASES	5,976	-	-	3,050	(3,050)
12-00-8418	GIS	-	1,500	1,500	1,500	-
12-00-8419	PARK TUCKPOINTING	5,975	-	-	-	-
12-00-8420	POLICE VEHICLE LOAN - PRINCIPAL	-	-	-	1,261	(1,261)
12-00-8421	POLICE VEHICLE LOAN - INTEREST	-	-	-	124	(124)
	<b>** TOTAL EXPENDITURES</b>	<b>141,417</b>	<b>84,754</b>	<b>84,754</b>	<b>113,102</b>	<b>(28,349)</b>
	<b>UTILITY TAX FUND NET INCOME/LOSS</b>	<b>(19,571)</b>	<b>(2,510)</b>	<b>(14,594)</b>	<b>(23,249)</b>	<b>8,655</b>
<b>13 - TIF DISTRICT FUND</b>						
<b>REVENUES</b>						
13-00-4110	TIF TAX - DEKALB CO.	6,493	6,500	6,500	9,082	(2,582)
13-00-4120	TIF TAX - KANE CO.	31,397	32,000	32,000	38,297	(6,297)
	<b>** TOTAL REVENUE</b>	<b>37,890</b>	<b>38,500</b>	<b>38,500</b>	<b>47,380</b>	<b>(8,880)</b>
<b>EXPENDITURES</b>						
13-00-5999	TRANSFER TO UTILITY TAX FUND	31,046	4,744	4,744	4,752	(9)
13-00-8417	ESTABLISHMENT OF TIF DISTRICT	6,844	7,000	5,250	3,964	1,286
	<b>** TOTAL EXPENDITURES</b>	<b>37,890</b>	<b>11,744</b>	<b>9,994</b>	<b>8,717</b>	<b>1,277</b>
	<b>TIF DISTRICT FUND NET INCOME/LOSS</b>	<b>-</b>	<b>26,756</b>	<b>28,506</b>	<b>38,663</b>	<b>(10,157)</b>
<b>15 - ROAD &amp; BRIDGE FUND</b>						
<b>REVENUES</b>						
15-00-4100	VEHICLE LICENSE FEES	20,605	20,000	20,000	19,625	375
15-00-4110	REAL ESTATE TAX-DEKALB COUNTY	3,023	3,023	3,023	6,004	(2,981)
15-00-4120	REAL ESTATE TAX-KANE COUNTY	19,374	19,374	19,374	19,593	(219)
15-00-4260	VIRGIL TWSP. REPLACE. TAX	317	250	208	212	(3)
15-00-4800	INTEREST INCOME	263	200	167	271	(105)
	<b>** TOTAL REVENUE</b>	<b>43,582</b>	<b>42,847</b>	<b>42,772</b>	<b>45,705</b>	<b>(2,934)</b>
<b>EXPENDITURES</b>						
15-00-5100	GENERAL SUPPLIES	319	500	417	319	98
15-00-5320	ENGINEERING SERVICES	2,295	-	-	-	-
15-00-5620	STREET MAINTENANCE	42,477	60,000	60,000	42,539	17,461
	<b>** TOTAL EXPENDITURES</b>	<b>45,091</b>	<b>60,500</b>	<b>60,417</b>	<b>42,858</b>	<b>17,559</b>
	<b>ROAD &amp; BRIDGE FUND NET INCOME/LOSS</b>	<b>(1,509)</b>	<b>(17,653)</b>	<b>(17,645)</b>	<b>2,847</b>	<b>(20,492)</b>



VILLAGE OF MAPLE PARK - BUDGET REPORT  
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		FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Feb 18	Actual Totals for May 17 - Feb 18	Variance to Budget
<b>19 - MOTOR FUEL TAX FUND</b>						
<b>REVENUES</b>						
19-00-4290	STATE OF IL-MOTOR FUEL TAX	33,204	33,733	28,110	28,205	(94)
19-00-4800	INTEREST INCOME	277	150	125	668	(543)
	<b>** TOTAL REVENUE</b>	<b>33,481</b>	<b>33,883</b>	<b>28,235</b>	<b>28,873</b>	<b>(638)</b>
<b>EXPENDITURES</b>						
		-	-	-	-	-
	<b>** TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>MOTOR FUEL TAX FUND NET INCOME/LOSS</b>	<b>33,481</b>	<b>33,883</b>	<b>28,235</b>	<b>28,873</b>	<b>(638)</b>

**28 - DEVELOPER ESCROW FUND**

<b>REVENUES</b>						
28-00-4936	DEVELOPER RECEIPTS	14,749	10,000	-	-	-
	<b>** TOTAL REVENUE</b>	<b>14,749</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXPENDITURES</b>						
28-00-5320	DEVELOPER LEGAL EXPENDITURES	1,488	5,000	-	-	-
28-00-5330	DEVELOPER ENGINEERING & ADMIN	13,262	5,000	-	-	-
	<b>** TOTAL EXPENDITURES</b>	<b>14,749</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>DEVELOPER ESCROW FUND NET INCOME/LOSS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**52 - WATER & SEWER FUND**

<b>REVENUES</b>						
52-00-4170	WATER REVENUE	182,057	185,000	154,167	130,706	23,461
52-00-4171	ALLOCATION OF WATER REVENUE	(12,428)	(13,000)	(10,833)	(8,841)	(1,992)
52-00-4180	SEWER REVENUE	176,832	180,000	150,000	129,960	20,040
52-00-4181	ALLOCATION OF SEWER REVENUE	(12,287)	(13,000)	(10,833)	(8,753)	(2,080)
52-00-4190	PENALTIES	6,344	6,000	5,000	5,210	(210)
52-00-4200	TURN ON/OFF REVENUE	650	500	417	725	(308)
52-00-4200.02	SQUIRE'S CROSSING - TURN ON/OFF REVENUE	300	200	200	500	(300)
52-00-4200.03	HERITAGE HILLS - TURN ON/OFF REVENUE	500	300	300	200	100
52-00-4300.02	METER FEES - SQUIRE'S CROSSING	1,032	688	688	1,720	(1,032)
52-00-4300.03	METER FEES - HERITAGE HILLS	1,782	1,032	1,032	688	344
52-00-4460.02	SEWER INSPECT - SQUIRE'S CROSSING	600	400	400	1,000	(600)
52-00-4460.03	SEWER INSPECT - HERITAGE HILLS	1,000	600	600	400	200
52-00-4800	INTEREST INCOME	832	200	167	1,978	(1,811)
52-00-4900	OTHER REVENUE	184	200	167	274	(108)
52-00-4994	TRANSFER FROM UTILITY TAX	59,000	59,000	59,000	59,000	-
	<b>** TOTAL REVENUE</b>	<b>406,397</b>	<b>408,120</b>	<b>350,470</b>	<b>314,767</b>	<b>35,703</b>

**VILLAGE OF MAPLE PARK - BUDGET REPORT**  
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	FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Feb 18	Actual Totals for May 17 - Feb 18	Variance to Budget
<b>10 - WATER DIVISION EXPENDITURES</b>					
52-10-5010 WAGES	23,843	23,080	19,234	17,630	1,603
52-10-5020 SOCIAL SECURITY EXPENSE	2,007	1,922	1,601	1,563	39
52-10-5030 PENSION EXPENSE	670	685	571	601	(30)
52-10-5040 EMPLOYEE MEDICAL INSURANCE	2,040	2,040	1,700	1,707	(7)
52-10-5100 GENERAL SUPPLIES	98	400	333	86	247
52-10-5105 METERS	1,415	1,496	1,496	3,293	(1,797)
52-10-5110 CHEMICALS	14,775	15,000	12,500	8,142	4,358
52-10-5120 POSTAGE	866	2,000	1,667	831	835
52-10-5250 GASOLINE & FUEL	1,238	1,500	1,250	1,092	158
52-10-5320 ENGINEERING	170	-	-	-	-
52-10-5330 LEGAL EXPENSE	153	250	208	22	186
52-10-5335 TEST EXPENSE	2,150	3,000	2,500	1,415	1,085
52-10-5375 ADMINISTRATIVE SERVICE CHARGE	16,250	16,250	13,542	13,542	(0)
52-10-5390 OTHER PROFESSIONAL SERVICES	13,600	15,500	12,917	12,500	417
52-10-5550 SOFTWARE EXPENSE	947	1,000	1,000	975	25
52-10-5600 MAINTENANCE & REPAIR	5,013	10,000	8,333	15,013	(6,679)
52-10-5700 TELEPHONE	639	600	500	559	(59)
52-10-5730 UTILITIES	16,149	18,000	15,000	12,071	2,929
52-10-5740 JULIE LOCATES	88	100	100	218	(118)
52-10-5870 IEPA LOAN - PRINCIPAL	49,380	50,710	25,187	50,710	(25,523)
52-10-5880 IEPA LOAN - INTEREST	9,520	8,370	4,353	8,370	(4,017)
52-10-5886 IEPA LOAN - WATERMAIN	25,319	25,903	25,903	25,903	-
52-10-5888 IEPA LOAN - WATERMAIN	11,520	11,202	11,202	11,202	-
52-10-5900 OTHER EXPENSE	374	500	417	271	146
<b>** TOTAL WATER EXPENDITURES</b>	<b>198,224</b>	<b>209,508</b>	<b>161,513</b>	<b>187,715</b>	<b>(26,202)</b>
<b>20 - SEWER DIVISION EXPENDITURES</b>					
52-20-5010 WAGES	20,918	23,080	19,234	17,631	1,603
52-20-5020 SOCIAL SECURITY EXPENSE	1,760	1,922	1,601	1,565	36
52-20-5030 PENSION EXPENSE	670	685	571	601	(30)
52-20-5040 EMPLOYEE MEDICAL INSURANCE	2,040	2,040	1,700	1,707	(7)
52-20-5100 GENERAL SUPPLIES	98	250	208	-	208
52-20-5110 CHEMICALS	-	250	208	-	208
52-20-5120 POSTAGE	640	600	500	448	52
52-20-5250 GASOLINE & FUEL	482	750	625	425	200
52-20-5330 LEGAL EXPENSE	66	250	208	22	186
52-20-5335 TEST EXPENSE	2,298	1,600	1,333	892	441
52-20-5375 ADMINISTRATIVE SERVICE CHARGE	16,250	16,250	13,542	13,542	(0)
52-20-5390 OTHER PROFESSIONAL SERVICES	13,500	15,000	12,500	12,500	-
52-20-5400 PERMIT EXPENSE	2,500	2,500	2,500	2,500	-
52-20-5550 SOFTWARE EXPENSE	947	1,000	1,000	975	25
52-20-5600 MAINTENANCE & REPAIR	19	10,000	8,333	2,881	5,452
52-20-5700 TELEPHONE	1,206	1,200	1,000	1,045	(45)
52-20-5730 UTILITIES	13,124	11,000	9,167	8,702	465
52-20-5740 JULIE LOCATES	88	100	100	218	(118)
52-20-5870 IEPA LOAN - PRINCIPAL	56,196	57,817	57,817	57,817	-
52-20-5880 IEPA LOAN - INTEREST	2,961	2,091	2,091	2,091	-
52-20-5900 OTHER EXPENSE	224	200	167	127	39
52-20-5900.07 GRAND POINTE ESCROW LOSS (NPDES)	-	-	-	34,000	(34,000)
<b>** TOTAL SEWER EXPENDITURES</b>	<b>135,985</b>	<b>148,586</b>	<b>134,406</b>	<b>159,688</b>	<b>(25,282)</b>
<b>TOTAL WATER &amp; SEWER FUND EXPENDITURES</b>	<b>334,209</b>	<b>358,093</b>	<b>295,919</b>	<b>347,403</b>	<b>(51,484)</b>
<b>WATER &amp; SEWER FUND NET INCOME/LOSS</b>	<b>72,188</b>	<b>50,027</b>	<b>54,551</b>	<b>(32,636)</b>	<b>87,187</b>

**VILLAGE OF MAPLE PARK - BUDGET REPORT**  
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		FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Feb 18	Actual Totals for May 17 - Feb 18	Variance to Budget
<b>54 - WATER IMPROVEMENT ACCOUNT</b>						
<b>REVENUES</b>						
54-00-4171	ALLOCATION OF WATER REVENUE	12,428	13,000	10,833	8,841	1,992
54-00-4650.02	IMPACT FEES - SQUIRE'S CROSSING	9,175	6,254	6,254	15,566	(9,312)
54-00-4650.03	IMPACT FEES - HERITAGE HILLS	10,233	10,506	10,506	6,867	3,639
54-00-4800	INTEREST INCOME	556	50	42	1,077	(1,035)
54-00-4994	TRANSFER FROM UTILITY TAX FUND	11,778	11,911	11,911	11,911	-
	<b>** TOTAL REVENUE</b>	<b>44,170</b>	<b>41,721</b>	<b>39,546</b>	<b>44,262</b>	<b>(4,716)</b>
<b>EXPENDITURES</b>						
54-00-8205	WATERMAIN LOAN PAYMENT - PRINCIPAL	10,256	10,625	10,625	10,625	-
54-00-8207	WATERMAIN LOAN PAYMENT - INTEREST	1,436	1,286	1,286	1,286	-
54-00-8210	CAMERA SYSTEM	8,517	-	-	-	-
54-00-8211	WATER READER UPGRADE	-	1,000	1,000	850	150
	<b>** TOTAL EXPENDITURES</b>	<b>20,209</b>	<b>12,911</b>	<b>12,911</b>	<b>12,761</b>	<b>150</b>
	<b>WATER IMPROVEMENT NET INCOME/LOSS</b>	<b>23,961</b>	<b>28,810</b>	<b>26,635</b>	<b>31,501</b>	<b>(4,866)</b>
<b>56 -SEWER IMPROVEMENT ACCOUNT</b>						
<b>REVENUES</b>						
56-00-4181	ALLOCATION OF SEWER REVENUE	12,287	13,000	10,833	8,753	2,080
56-00-4650.02	IMPACT FEES - SQUIRE'S CROSSING	10,300	7,004	7,004	17,441	(10,437)
56-00-4650.03	IMPACT FEES - HERITAGE HILLS	10,233	10,506	10,506	6,867	3,639
56-00-4800	INTEREST INCOME	893	125	104	1,479	(1,375)
	<b>** TOTAL REVENUE</b>	<b>33,714</b>	<b>30,635</b>	<b>28,447</b>	<b>34,540</b>	<b>(6,092)</b>
<b>EXPENDITURES</b>						
56-00-5600	MAINTENANCE & REPAIR	-	-	-	17,200	(17,200)
56-00-8210	CAMERA SYSTEM	2,929	-	-	-	-
	<b>** TOTAL EXPENDITURES</b>	<b>2,929</b>	<b>-</b>	<b>-</b>	<b>17,200</b>	<b>(17,200)</b>
	<b>SEWER IMPROVEMENT NET INCOME/LOSS</b>	<b>30,784</b>	<b>30,635</b>	<b>28,447</b>	<b>17,340</b>	<b>11,108</b>
<b>70 - SCHOOL LAND CASH FUND</b>						
<b>REVENUES</b>						
70-00-4100.02	SCHOOL CONTRIBUTION - SQUIRE'S CROSSING	9,600	-	-	16,000	(16,000)
70-00-4100.03	SCHOOL CONTRIBUTION - HERITAGE HILLS	11,000	11,000	-	4,400	(4,400)
70-00-4100.99	SCHOOL CONTRIBUTIONS RECLASSIFIED	(20,600)	(11,000)	-	-	-
	<b>** TOTAL REVENUE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,400</b>	<b>(20,400)</b>
<b>EXPENDITURES</b>						
70-00-5930	PAYMENT TO SCHOOLS	-	-	-	17,200	(17,200)
	<b>** TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>17,200</b>	<b>(17,200)</b>
	<b>SCHOOL LAND CASH NET INCOME/LOSS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,200</b>	<b>(3,200)</b>
<b>GRAND TOTALS</b>						
	<b>GRAND TOTAL REVENUE</b>	<b>1,403,233</b>	<b>1,375,062</b>	<b>1,211,646</b>	<b>1,247,622</b>	<b>(35,976)</b>
	<b>GRAND TOTAL EXPENSES</b>	<b>1,283,921</b>	<b>1,261,015</b>	<b>1,064,118</b>	<b>1,152,401</b>	<b>(88,283)</b>
	<b>GRAND TOTAL NET INCOME / LOSS</b>	<b>119,312</b>	<b>114,048</b>	<b>147,528</b>	<b>95,221</b>	<b>52,307</b>

Estimated Fund Balance  
through February 28, 2018

	Beginning Balance	Revenues	Expenditures	Ending Balance	Est Balance Budget	Better/(Worse)
<b>General Fund</b>	\$162,800	\$621,841	\$593,159	\$191,482	\$148,985	42,497
<b>Other Funds:</b>						
Utility Tax Fund	512,813	89,854	113,102	489,565	504,747	(15,182)
TIF District Fund	-	47,380	8,717	38,663	26,756	11,907
Road & Bridge Fund	36,701	45,705	42,858	39,548	18,763	20,785
Motor Fuel Tax Fund	73,252	28,873	-	102,125	107,348	(5,223)
Totals	622,766	211,812	164,677	669,901	657,614	12,287
<b>Water &amp; Sewer Funds</b>						
Water & Sewer Operating Fund	313,375	314,767	347,403	280,739	368,223	(87,484)
Water Improvement Fund	131,533	44,262	12,761	163,034	156,870	6,164
Sewer Improvement Fund	268,451	34,540	17,200	285,791	295,059	(9,268)
Totals	713,359	393,569	377,364	729,564	820,152	(90,588)
<b>Village Totals</b>	<b>\$1,498,925</b>	<b>\$1,227,222</b>	<b>\$1,135,200</b>	<b>\$1,590,947</b>	<b>\$1,626,751</b>	<b>(35,804)</b>

Estimated Cash Balances for February 28, 2018

	01/31/18 Balance	Misc	Transfers & Deposits	Manual Checks and Tax Pymts	Payroll	02/28/18 Check Run	Estimated 02/28/18 Balance	
Old Second Checking	65,136.67	(3.60)	135,290.02	(8,170.15)	(17,594.33)	(111,925.08)	62,733.53	N/A
First Midwest	246,440.07						246,440.07	N/A
TIF Funds	40,005.63		(1,342.76)				38,662.87	N/A
Illinois Funds	1,041,872.84		(64,600.48)				977,272.36	N/A
First Midwest CD	250,000.00						250,000.00	0.70%
	1,643,455.21	(3.60)	69,346.78	(8,170.15)	(17,594.33)	(111,925.08)	1,575,108.83	



**VILLAGE OF MAPLE PARK**  
**Escrow Accounts – 02/28/18**

Developer	Date Established	Plan Stage	Account Number	Balance 02/01/18	-----Current Period----- -----Transactions----- Deposits	Charges	Balance 02/28/18	Balance to stay above	Minimum Required Balance	Amount Due	Spent to date Engineering	Legal / Other	Notes
Turnstone Group LLC (Squire's)	12/19/02	Under Construction	28-00-2200.02	23,564.58		(87.50)	23,477.08	10,000.00	25,000.00	-	132,037.36	12,805.52	-
Paydon (North Coast Dvlpt)	07/10/02	Preliminary Plat Submitted	28-00-2200.05	294.28			294.28	10,000.00	25,000.00	24,705.72	46,028.52	10,312.50	1
Maple Park Development, LLC	02/26/08		28-00-2200.17	7,460.00			7,460.00	2,500.00	7,500.00	-	5,025.00	21,939.50	-
Barsic Bros.	04/08/08		28-00-2200.18	3,318.68			3,318.68	2,500.00	7,500.00	-	3,761.32	420.00	-
James McWethy	11/09/11		28-00-2200.20	10,000.00			10,000.00	2,500.00	7,500.00	-	0.00	0.00	-
REO Funding Solutions	07/01/14	Cash Deposit - Completion date 06/30/17	28-00-2200.21	50,907.00	(35,907.00)		15,000.00			-	0.00	101,875.00	-
<b>Totals</b>				<b>\$ 95,544.54</b>	<b>\$ (35,907.00)</b>	<b>\$ (87.50)</b>	<b>\$ 59,550.04</b>			<b>\$ 24,705.72</b>	<b>\$ 186,852.20</b>	<b>\$ 147,352.52</b>	

Notes:

1. On Red Light List as of 09/21/07

Balance Required by Ordinance

- \$7,500 - Preapplication
- \$7,500 - Concept Review
- \$25,000 - Prelim Plat
- \$25,000 - Final Plat

Replenish if under \$2,500

Replenish if under \$2,500

Replenish if under \$10,000

Replenish if under \$10,000

Village of Maple Park  
Water & Sewer Departments  
As of December 31, 2017

Water Pumped to Billed Statistics

Months	Gallons Pumped	Gallons Billed	% Pumped to Billed	Target* % Pump to Billed	% Variance
November / December 2017 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up -Water Leak	5,194.70 (14.85) (177.90) (15.20) (8.50) (10.00) 4,968.25				
		4,030.57	81.13%	90.00%	-8.87%
September / October 2017 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up -09/26/17 - Fire -Fire Dept Drills -Tree Watering -Water Leak -Ball Diamond Watering	5,601.60 (12.83) (193.00) (15.20) (9.10) (3.00) (2.00) (10.00) (120.00) (10.00) 5,226.48				
		4,516.50	86.42%	90.00%	-3.58%
July / August 2017 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up -07/05/17 - Fire Dept Testing -07/18/17 - Fire Dept Drill -07/25/17 - Fire Dept Drill -08/01/17 - Fire Dept Drill	6,098.10 (7.91) (220.00) (15.20) (10.50) (15.00) (15.00) (1.50) (9.00) 5,803.99				
		4,368.00	75.26%	90.00%	-14.74%
May / June 2017 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up -05/16/17 - Fire Dept Testing -05/17/17 - Fire Dept Fire -05/19/17 - Repair Water Leak -Hydrant Flushing	6,214.10 (10.49) (225.60) (15.20) (10.40) (4.00) (25.00) (20.00) (121.00) 5,782.41				
		4,767.25	82.44%	90.00%	-7.56%
March / April 2017 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine	5,550.50 (27.16) (186.70) (15.20) (8.90) 5,312.54				
		3,846.46	72.40%	90.00%	-17.60%
January / February 2017 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Fire Department	5,150.40 (16.64) (184.00) (15.20) (20.00) 4,914.57				
		3,953.50	80.44%	90.00%	-9.56%
November / December 2016 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Tank Manual Refill	5,105.00 (16.21) (267.30) (15.20) (1.00) 4,805.29				
		4,000.00	85.11%	90.00%	-4.89%
September / October 2016 -Civic Center Use -Back Wash Usage -Chlorine Monitor	4,825.00 (16.01) (173.80) (15.20) 4,620.00				
		3,935.50	85.18%	90.00%	-4.82%
July / August 2016 -Civic Center Use -Back Wash Usage -Hydrant Flushing	5,744.50 (8.23) (214.80) (75.00) 5,446.47				
		4,557.02	83.67%	90.00%	-6.33%
May / June 2016 -Civic Center Use -Back Wash Usage -Hydrant Flushing	5,443.00 (8.23) (200.40) (125.00) 5,109.37				
		4,473.50	87.55%	90.00%	-2.45%
March / April 2016 -Civic Center Use -Back Wash Usage	4,978.00 (14.69) (365.20) 4,598.11				
		3,745.00	81.45%	90.00%	-8.55%
January / February 2016 -Civic Center Use -Back Wash Usage	5,200.70 (16.98) (184.00) 4,999.72				
		4,084.60	81.70%	90.00%	-8.30%

\*Target of 90% - Illinois Water Association Goal to maintain

**caldridge@villageofmaplepark.com**

---

**From:** dstiegemeier@villageofmaplepark.com  
**Sent:** Wednesday, February 7, 2018 10:52 AM  
**To:** caldridge@villageofmaplepark.com  
**Subject:** FW: Breathalyzer Grant

And the confirmation from Village President Curtis.

Chief Dean Stiegemeier  
Maple Park Police Department  
306 Willow Street  
Maple Park, Illinois 60151  
[dstiegemeier@villageofmaplepark.com](mailto:dstiegemeier@villageofmaplepark.com)  
(815) 827-3286

**From:** Kathleen Curtis [mailto:kcurtis@villageofmaplepark.com]  
**Sent:** Wednesday, February 7, 2018 7:47 AM  
**To:** dstiegemeier@villageofmaplepark.com  
**Cc:** Liz Peerboom <epeerboom@villageofmaplepark.com>  
**Subject:** Breathalyzer Grant

Good Morning Chief

This email is to confirm Board discussion taken place on 02/06/18. Please proceed with the Breathalyzer grant, the Board will ratify a resolution of acceptance at the March 2018 Board meeting.

Thank You

Kathy

Kathleen (Kathy) Curtis - Village President

302 Willow St PO Box 220 Maple Park, IL 60151

Cell Phone 815-209-7666

**caldridge@villageofmaplepark.com**

---

**From:** dstiegemeier@villageofmaplepark.com  
**Sent:** Wednesday, February 7, 2018 10:52 AM  
**To:** caldridge@villageofmaplepark.com  
**Subject:** FW: 2018 DUI Grant

Cheryl

Below please find the email thread from the Chairman of the Kane County DUI Task Force regarding the grant approval for the Intoxilyzer.

Chief Dean Stiegemeier  
Maple Park Police Department  
306 Willow Street  
Maple Park, Illinois 60151  
[dstiegemeier@villageofmaplepark.com](mailto:dstiegemeier@villageofmaplepark.com)  
(815) 827-3286

**From:** Dan Hoffman [mailto:dhoffman@villageofcamptonhills.org]  
**Sent:** Tuesday, February 6, 2018 2:07 PM  
**To:** dstiegemeier@villageofmaplepark.com  
**Subject:** RE: 2018 DUI Grant

You can purchase it and turn the invoice in or possibly work with the vendor to provide it with the promise of payment to them after you turn your invoice in. The turnaround for the invoice shouldn't take too long.

*Daniel Hoffman*  
*Chief of Police*  
*Campton Hills Police Department*  
*40W270 Lafox Rd.*  
*Campton Hills, IL 60175*  
*630-584-4242*

**From:** [dstiegemeier@villageofmaplepark.com](mailto:dstiegemeier@villageofmaplepark.com) [<mailto:dstiegemeier@villageofmaplepark.com>]  
**Sent:** Tuesday, February 06, 2018 1:50 PM  
**To:** Dan Hoffman <[dhoffman@villageofcamptonhills.org](mailto:dhoffman@villageofcamptonhills.org)>  
**Subject:** RE: 2018 DUI Grant

Chief,  
What do I need to do next regarding the Intoxilyzer?

Chief Dean Stiegemeier  
Maple Park Police Department  
306 Willow Street  
Maple Park, Illinois 60151  
[dstiegemeier@villageofmaplepark.com](mailto:dstiegemeier@villageofmaplepark.com)  
(815) 827-3286

**From:** Dan Hoffman [<mailto:dhoffman@villageofcamptonhills.org>]  
**Sent:** Thursday, February 1, 2018 3:28 PM  
**To:** [dstiegemeier@villageofmaplepark.com](mailto:dstiegemeier@villageofmaplepark.com)  
**Subject:** RE: 2018 DUI Grant

Chief, your Intoxilyzer was approved today at the DUI Task Force meeting.

*Daniel Hoffman*  
*Chief of Police*  
*Campton Hills Police Department*  
*40W270 Lafox Rd.*  
*Campton Hills, IL 60175*  
*630-584-4242*

**From:** [dstiegemeier@villageofmaplepark.com](mailto:dstiegemeier@villageofmaplepark.com) [<mailto:dstiegemeier@villageofmaplepark.com>]  
**Sent:** Tuesday, January 16, 2018 1:08 PM  
**To:** Dan Hoffman <[dhoffman@villageofcamptonhills.org](mailto:dhoffman@villageofcamptonhills.org)>  
**Subject:** 2018 DUI Grant

Chief I have attached to this email the Maple Park police department grant application, and supporting documentation, for the 2018 Kane County DUI Task Force Grant Program.

Please advise if you would like me to send it to Christy DeChristopherson as well.

Thank you,

Chief Dean Stiegemeier  
Maple Park Police Department  
306 Willow Street  
Maple Park, Illinois 60151  
[dstiegemeier@villageofmaplepark.com](mailto:dstiegemeier@villageofmaplepark.com)  
(815) 827-3286



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

---

**ORDINANCE NO. 2018-01**

**AN ORDINANCE GRANTING A SPECIAL USE IN THE “B-2,” GENERAL  
COMMERCIAL DISTRICT PERMITTING THE OPERATION OF A SELF-SERVICE  
STORAGE FACILITY FOR THE PROPERTY LOCATED AT 18663 COUNTY LINE  
ROAD IN THE VILLAGE OF MAPLE PARK, ILLINOIS**

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

**ORDINANCE NO. 2018-01**

**AN ORDINANCE GRANTING A SPECIAL USE IN THE “B-2,” GENERAL COMMERCIAL DISTRICT PERMITTING THE OPERATION OF A SELF-SERVICE STORAGE FACILITY FOR THE PROPERTY LOCATED AT 18663 COUNTY LINE ROAD IN THE VILLAGE OF MAPLE PARK, ILLINOIS**

**WHEREAS**, a petition was filed by Minify Self Storage, LLC, an Illinois Limited Liability Company, for property located at 18663 County Line Road, PIN 09-36-276-028, Maple Park, Illinois, seeking a special use permit allowing the operation of a self-service storage facility for that property in the “B-2,” General Commercial District; and

**WHEREAS**, the petition of Minify Self Storage, LLC for said special use was made in accordance with the provisions of the Village’s Zoning Ordinance, §11-11-8.D. and § 11-7-2.C.11.; and

**WHEREAS**, proper publication of a notice as required by §11-11-4.A. of the Maple Park Village Code occurred in the Daily Chronicle on December 13, 2017; and

**WHEREAS**, notice to adjacent property owners pursuant to §11-11-4.B. was provided via certified mail by the Petitioner; and

**WHEREAS**, a public hearing before the Planning Commission took place on December 28, 2017, at which time all facts, exhibits, and testimony regarding the proposed special use was received; and

**WHEREAS**, the Plan Commission, by a vote of 3-1, with a written finding of fact, recommended certain conditions and stipulations associated with the granting of the special use. In accordance with §11-11-8.G.5, however, a concurring vote of not less than four members of the Plan Commission is required to grant or deny a Special Use. Accordingly, the matter comes before the Village Board without favorable or unfavorable recommendation from the Plan Commission.

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

1. That a special use is hereby approved and granted for a self-service storage facility on the subject property located at 18663 County Line Road by Minify Self Storage, LLC, in accordance with Section 11-11-8 of the Village Code of the Village of Maple Park, Illinois.
2. That in so granting, the Village Board of Trustees finds:
  - a) That the special use will be harmonious with and in accordance with the general objectives of the comprehensive land use plan and/or this title.
  - b) That the special use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not alter the essential character of the same area.
  - c) That the special use will not be hazardous or disturbing to existing or future neighborhood uses.

- d) That the special use will be adequately served by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.
- e) That the special use will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the village of Maple Park.
- f) That the special use will not involve uses, activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
- g) That the special use will have vehicular approaches to the property which shall be so designed as to not create an undue interference with traffic on surrounding public streets or highways.
- h) That the special use will not increase the potential for flood damage to adjacent property, or require additional public expense for flood protection, rescue or relief.
- i) That the special use will not result in the destruction, loss or damage of natural, scenic or historic features of major importance to the village of Maple Park.

3. That the following shall be specific conditions of the Special Use:

- A. That the special use shall be limited to the site plan and four buildings as depicted on the attached Exhibit A.
- B. That not later than one year of the date of the passage of this Ordinance, a professionally designed six-foot-high solid wood or stone fence be erected along the boundary of the above described property.
- C. That landscape screening of 8-foot trees be ~~shall be~~ provided along the west boundary line of the property, subject to the approval of Village staff.
- D. That the lighting installed along the west boundary line of the property shall be zero lumens at the property line such that no glare shall result to adjacent residential property.
- E. That a masonry façade subject to approval by Village staff shall be placed upon the front of the most easterly buildings.
- F. That all construction, drainage and engineering shall be reviewed and approved by village Staff.
- G. That hours of operation shall be restricted to 7 a.m. to 9 p.m.
- H. That the special use shall, in all respects, otherwise conform to the applicable regulations of the district in which it is located, except as such regulations may be modified, in each instance, by the Board of Trustees, pursuant to the recommendation of the Plan Commission.

4. That this Ordinance shall be recorded with the County of DeKalb, Illinois.

**PASSED** by the President and the Board of Trustees of the Village of Maple Park, DeKalb County, Illinois, on the \_\_\_\_ day of \_\_\_\_\_, 2018, and deposited and filed in the office of the Village Clerk in said Village on that date pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by the President of the Village of Maple Park, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Kathleen Curtis, Village President

ATTEST:

\_\_\_\_\_  
Elizabeth Peerboom, Village Clerk

DRAFT

)

## PUBLICATION IN PAMPHLET FORM

I, Elizabeth Peerboom, certify that I am the duly appointed and acting Village Clerk of Maple Park, DeKalb and Kane 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 2018-01, adopted by the corporate authorities on the \_\_\_\_ day of \_\_\_\_\_, 2018, entitled AN ORDINANCE GRANTING A SPECIAL USE IN THE “B-2,” GENERAL COMMERCIAL DISTRICT PERMITTING THE OPERATION OF A SELF-SERVICE STORAGE FACILITY FOR THE PROPERTY LOCATED AT 18663 COUNTY LINE ROAD IN THE VILLAGE OF MAPLE PARK, ILLINOIS, 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Elizabeth Peerboom, Village Clerk  
Village of Maple Park  
Kane and DeKalb Counties, Illinois



**VILLAGE OF MAPLE PARK**

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**ORDINANCE NO. 2018-05**

**AN ORDINANCE ADDRESSING THE PAYMENT OF  
CABLE TELEVISION FRANCHISE FEES IN THE  
VILLAGE OF MAPLE PARK, ILLINOIS**

---

**DRAFT**

**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 \_\_\_\_ day of \_\_\_\_\_, 2018.

**ORDINANCE 2018-05**

**AN ORDINANCE ADDRESSING THE PAYMENT OF  
CABLE TELEVISION FRANCHISE FEES IN THE  
VILLAGE OF MAPLE PARK, ILLINOIS**

**WHEREAS**, Mediacom Illinois LLC operates a cable television system providing cable television services to households in the Village of Maple Park, Illinois (“Village,”) authorized under an Authorization to Offer Cable or Video Services granted by the Illinois Commerce Commission; and,

**WHEREAS**, 220 ILL.COMP. STAT. 5/21-801 permits the Village to collect service provider fees from a cable operator operating within the Village pursuant to a state authorization; and,

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, ILLINOIS**, as follows:

**SECTION 1.** Mediacom Illinois LLC shall pay an annual service fee to the Village in an amount equal to 3% of annual gross revenues derived from the provision of cable or video service to households located within the Village. The twelve (12) month period for the computation of the service provider fee shall be a calendar year.

**SECTION 2.** The service provider fee payment shall be due quarterly and payable within 45 days after the close of the quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. If mailed, fee shall be considered paid on the date it is postmarked.

**SECTION 3.** For the purposes of the calculation of the service provider fee, “gross revenues” shall mean consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by Mediacom Illinois LLC for the operation of its to provide cable or video service within the Village, including the following: (i) recurring charges for cable service or video service; (ii) event-based charges for cable service or video service, including but not limited to, pay-per-view and video-on-demand charges; (iii) rental of set-top boxes and other cable service or video service, including but not limited to, activation, installation, and repair charges; (v) administrative charges related to the provision of cable or video service, including but not limited to service order and termination charges; and (vi) late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.

**SECTION 4.** For purposes of the calculation of the service provider fee, “gross revenues” shall not include: (i) revenues not actually received, even if billed, such as bad debt; (ii) the service provider fee or any or any tax, fee or assessment of general applicability; (iii) any revenues received from services not classified as cable service or video service, including without limitation, revenue received from telecommunications services, voice over internet protocol (VoIP) services, information services, the provision of director or internet advertising, or any other revenues attributed by the holder to noncable service or nonvideo services in accordance with the holder’s books and records and records kept in the regular course of business and applicable laws, rules, regulations, standards, or orders; (vi) security deposits collected from subscribers, or (vii) any amounts paid by subscribers to “home shopping” or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.

**SECTION 5.** If any section, paragraph, subdivision, clause, sentence, or provision of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 6.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 7.** This ordinance shall be in full force and effect upon its passage and approval, and publication in pamphlet form as provided by law.

**PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE PRESIDENT OF THE VILLAGE OF MAPLE PARK, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

\_\_\_\_\_  
Kathleen Curtis, Village President

**ATTEST:**

\_\_\_\_\_  
Elizabeth Peerboom, Village Clerk

MEDIACOM ILLINOIS LLC \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS.  
VILLAGE OF MAPLE PARK )

I, Elizabeth Peerboom, Village Clerk of the Village of Maple Park, Illinois, do hereby certify that the foregoing is a true and correct copy of Ordinance 2018-05 “ADDRESSING THE PAYMENT OF CABLE TELEVISION FRANCHISE FEES IN THE VILLAGE OF MAPLE PARK, ILLINOIS,” duly passed by the Board of Trustees of said Village on the \_\_\_\_ day of \_\_\_\_\_, the original of which Ordinance is now on file in my office.

I do further certify that I am the legal custodian of all papers, contracts, documents and records of said Village.

WITNESS my hand and the official seal of said Village this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Elizabeth Peerboom, Village Clerk  
Maple Park, Illinois

(SEAL)



January 30, 2018

RECEIVED

FEB - 5 2018

VILLAGE OF MAPLE PARK

Village President  
Village of Maple Park  
P.O. Box 220  
Maple Park, IL 60151

Re: Authorization to Offer Cable or Video Service; Service Provider Fees

Dear Village President:

In order to receive payment of franchise fees in accordance with Illinois state statute 220 ILL. COMP. STAT. 5/21-801(b), the Village of Maple Park must adopt an ordinance imposing such a fee and provide a copy of that ordinance to Mediacom.

To date, Mediacom has not received an ordinance from the Village. Mediacom has continued to pay franchise fees, however, under the expired local franchise. This letter serves as a **30-day notice to the Village that Mediacom will discontinue the collection and payment of all franchise fees to the.** If the Village wishes to establish a franchise fee, please send a copy of the ordinance to the address listed below:

Mediacom  
3900 26<sup>th</sup> Avenue  
Moline, IL 61265  
Attn: Government Relations

Please contact me with any questions. I can be reached at (309) 743-4152 or by email at [khotle@mediacomcc.com](mailto:khotle@mediacomcc.com)

Sincerely,

Kate Hotle  
Senior Manager,  
Government Relations

Encl.

Mediacom Communications Corporation  
3900 26<sup>th</sup> Avenue, Moline, IL 61265  
Phone: 309.743.4152 Fax: 309.743.4607

VILLAGE OF MAPLE PARK

 **E-MAILED**  
2-5-18

---

ORDINANCE NO. 2012-14

**AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A  
FRANCHISE AGREEMENT WITH MEDIACOM ILLINOIS LLC, ITS SUCCESSORS  
AND ASSIGNS, TO CONSTRUCT AND OPERATE AND A CABLE SYSTEM IN AND  
THROUGH THE VILLAGE OF MAPLE PARK, ILLINOIS**

---

**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 7<sup>th</sup> day of November, 2012.



## **ORDINANCE 2012-14**

### **AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A FRANCHISE AGREEMENT WITH MEDIACOM ILLINOIS LLC, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT AND OPERATE AND A CABLE SYSTEM IN AND THROUGH THE VILLAGE OF MAPLE PARK, ILLINOIS**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, ILLINOIS:

That the Village President of the Village of Maple Park shall be authorized to execute, on behalf of the Village, a Franchise Agreement in the following form:

#### **FRANCHISE AGREEMENT**

This Franchise Agreement ("Franchise") is between the Village of Maple Park, hereafter referred to as "the Franchising Authority" and MEDIACOM ILLINOIS LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, hereinafter referred to as "the Grantee."

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set for herein.

#### **SECTION 1** **Definition of Terms**

**1.1 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- a. "Basic Cable Service" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- b. "Cable Act" means Title VI of the Cable Act of 1934, as amended.
- c. "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

- d. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- e. "FCC" means Federal Communications Commission or successor governmental entity thereto.
- f. "Franchising Authority" means the Village of Maple Park.
- g. "Grantee" means MEDIACOM ILLINOIS LLC, or the lawful successor, transferee, or assignee thereof.
- h. "Gross Revenues" means revenues derived from the operation of the Cable System received by Grantee from Subscribers for Cable Services in the Service Area; provided, however, that Gross Revenues shall not include franchise fees, the FCC User Fee or any tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency.
- i. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- j. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
- k. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.
- l. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- m. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

## **SECTION 2**

### **Grant of Franchise**

- 2.1 **Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes.
- 2.2 **Other Ordinances.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control.
- 2.3 **Other Authorizations.** The Franchising Authority shall not permit any person to provide services similar to those provided by the Grantee in the Service Area without first having secured a non-exclusive franchise from the Franchising Authority. The Franchising Authority agrees that any grant of additional franchises or other authorizations including OVS authorizations by the Franchising Authority to provide services similar to those provided by the Grantee pursuant to this Agreement to any other entity shall cover the entire Service Area and shall not be on terms and conditions more favorable or less burdensome to the grantee of any such additional franchise or other authorization than those which are set forth herein. In any renewal of this Franchise, the Franchising Authority, should it seek to impose increased obligations upon the Grantee, must take into account any additional franchise(s) or authorizations previously granted and find that the proposed increased obligations in the renewal, are not more burdensome and/or less favorable than those contained in any such additional franchise(s) or authorizations.

## **SECTION 3**

### **Standards of Service**

- 3.1 **Conditions of Occupancy.** The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.
- 3.2 **Restoration of Public Ways.** If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition

reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

- 3.3 Relocation for the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.
- 3.4 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.
- 3.5 Trimming of Trees and Shrubbery.** The Grantee shall have the authority to trim three or other natural growth in order to access and maintain the Cable System.
- 3.6 Safety Requirement.** Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code.
- 3.7 Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.
- 3.8 Access to Open Trenches.** The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to open trench. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

- 3.9 Required Extensions of the Cable System.** Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing distribution facilities where there are at least 10 residences within 1320 cable-bearing strand fee (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.
- 3.10 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand fee from the Grantee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.
- 3.11 Cable Service to Public Buildings.** The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable Service to those administrative buildings owned and occupied by the Franchising Authority, fire stations(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any inappropriate use of the Grantee's Cable System or any loss or damage to Grantee's Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.



- 3.12 **Reimbursement of Costs.** If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

#### **SECTION 4** **Regulation by the Franchising Authority**

4.1 **Franchise Fee.**

- A. The Grantee shall pay to the Franchising Authority a franchise fee of **three percent (3%)** of annual Gross Revenues (as defined in subsection 1.1 of this Franchise). In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due annually and payable within 90 days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. Such report shall include the number of customers and annual gross revenue for the year in question.
- B. Limitation on Franchise Fee Actions. The period of limitation for recovery by the Franchising Authority of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due to the Franchising Authority.

- 4.2 **Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment as expressly permitted by federal law.

4.3 **Renewal of Franchise.**

- A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the renewal provisions of federal law.
- B. In addition to the procedures set forth in the Cable Act, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to expiration of its term.



- C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.
- D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express renewal provisions of the Cable Act.

**4.4 Conditions of Sale.** If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

**4.5 Transfer of Franchise.** The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Franchising Authority. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness.

## **SECTION 5**

### **Books and Records**

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than once annually may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the

Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representative, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

## **SECTION 6**

### **Insurance and Indemnification**

- 6.1 Insurance Requirements.** The Grantee shall maintain insurance in full force and effect, at its own cost and expense, during the term of the Franchise. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.
- 6.2 Indemnification.** The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System in the Service Area provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

## **SECTION 7**

### **Enforcement and Termination of Franchise**

- 7.1 Notice of Violation.** In the event that the Franchising Authority believes that the Grantee has not complied with any material term of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

- 7.2 The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date they will be completed.
- 7.3 Public Hearing.** In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.
- 7.4 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise, the Franchising Authority may:
- A. Commence an action for monetary damages or seek other equitable relief; or
  - B. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.
- 7.5 Revocation.** Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the franchise. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Franchising Authority, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.

Following the hearing, the Franchising Authority shall determine whether or not the Franchise shall be revoked. If the Franchising Authority determines that the Franchise shall be revoked, the Franchising Authority shall promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Franchising Authority to an appropriate court which shall have the power to review the decision of the Franchising Authority *de novo*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

- 7.6 **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or subscribers.

## **SECTION 8**

### **Miscellaneous Provisions**

- 8.1 **Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
- 8.2 **Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise shall be mutually agree to in writing by the parties.
- 8.3 **Reservation of Rights.** Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to

have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitutions and laws.

**8.4 Peddlers/Solicitors.** The Grantee shall be required to follow the Franchise Authority's Peddlers/Solicitors Ordinance. The Grantee, however, shall be exempt from all required Peddlers fees.

**8.5 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: (a) upon receipt when hand delivered with receipt/acknowledgment, (b) upon receipt when sent certified, registered mail, (c) within five (5) business days after having been posted in the regular mail or (d) on the next business day if sent by express mail or overnight air courier.

The notices or responses to the Franchising Authority shall be addressed as follows:

Village of Maple Park  
P.O. Box 220  
Maple Park, IL 60151-0220

The notices or responses to the Grantee shall be addressed as follows:

MEDIACOM ILLINOIS LLC  
100 Crystal Run Road  
Middletown, NY 10941

With a copy to:

Mediacom Communication  
Attn: LeeAnn Herrera, Sr. Manager Government Relations  
3900 26<sup>th</sup> Avenue  
Moline, IL 61265

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

**8.6 Descriptive Headings.** The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**8.7 Severability.** If any Section, subsection, sentence, paragraph, term or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof,



such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

- 8.8 Term and Effective Date.** The Effective Date of this Franchise is the date of final adoption by the Franchising Authority as set forth below subject to Grantee's acceptance by countersigning where indicated below. This Franchise shall be for a term of ten (10) years from such Effective Date and **shall expire on December 31, 2022.**

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK,  
ILLINOIS, THIS 6<sup>th</sup> DAY OF **NOVEMBER, 2012.**

**AYES:** Borg, Cutsinger, Armstrong, Nowak

**NAYS:** \_\_\_\_\_

**ABSENT:** Fahnestock, Lunardon

APPROVED BY THE PRESIDENT OF THE VILLAGE OF MAPLE PARK, ILLINOIS, THIS  
6<sup>TH</sup> DAY OF **NOVEMBER, 2012.**



Kathleen Curtis  
Kathleen Curtis, Village President

ATTEST:

Elizabeth E. Peerboom  
Elizabeth Peerboom, Village Clerk



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I, Elizabeth Peerboom, Village Clerk of the Village of Maple Park, Illinois, do hereby certify that the foregoing is a true and correct copy of Ordinance 2012-14 "AUTHORIZING MEDIACOM ILLINOIS LLC, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT AND OPERATE AND A CABLE SYSTEM IN AND THROUGH THE VILLAGE OF MAPLE PARK, ILLINOIS," duly passed by the Board of Trustees of said Village on the 6<sup>th</sup> day of November, 2012, and duly approved by the President of said Village on the 6<sup>th</sup> day of November, 2012, the original of which Ordinance is now on file in my office.

I do further certify that I am the legal custodian of all papers, contracts, documents and records of said Village.

WITNESS my hand and the official seal of said Village this 7<sup>th</sup> day of **November, 2012.**



  
Elizabeth Peerboom, Village Clerk  
Maple Park, Illinois

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, ILLINOIS AS FOLLOWS:

SECTION 1. Mediacom Illinois LLC shall pay an annual service provider fee to the City in an amount equal to % of annual gross revenues derived from the provision of cable or video service to households located within the City. The twelve (12) month period for the computation of the service provider fee shall be a calendar year.

SECTION 2. The service provider fee payment shall be due quarterly and payable within 45 days after the close of the quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. If mailed, the fee shall be considered paid on the date it is postmarked.

SECTION 3. For purposes of the calculation of the service provider fee, "gross revenues" shall mean consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by Mediacom Illinois LLC for the operation of its cable system to provide cable or video service within the City, including the following: (i) recurring charges for cable service or video service; (ii) event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges; (iii) rental of set-top boxes and other cable service or video service equipment; (iv) service charges related to the provision of cable service or video service, including, but not limited to, activation, installation, and repair charges; (v) administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges; and (vi) late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.

SECTION 4. For purposes of the calculation of the service provider fee, "gross revenues" shall not include: (i) revenues not actually received, even if billed, such as bad debt; (ii) the service provider fee or any tax, fee or assessment of general applicability; (iii) any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from

telecommunications services, voice over internet protocol (VoIP) services, information services, the provision of directory or Internet advertising, or any other revenues attributed by the holder to noncable service or nonvideo service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders; (vi) security deposits collected from subscribers, or (vii) any amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.

SECTION 5. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form (which publication is hereby authorized) as provided by law.

APPROVED:

CITY OF , ILLINOIS ORDINANCE  
NO. 2018-

AN ORDINANCE ADDRESSING THE PAYMENT OF CABLE TELEVISION FRANCHISE FEES  
IN THE CITY OF , ILLINOIS

ADOPTED BY THE CITY COUNCIL  
OF THE CITY OF , ILLINOIS  
THE <sup>TH</sup> DAY OF , 2018

Published in pamphlet form by authority of the City Council of the City of ,  
County, Illinois, this <sup>th</sup> day of , 2018.

CERTIFICATE OF PUBLICATION

I, , the duly qualified City Clerk of the City of , Illinois, and the official  
custodian of the records of said City do hereby certify that this Ordinance was  
published in pamphlet form by authority of the City Council on the <sup>th</sup> day of , 2018.

, City Clerk

ORDINANCE NO. 2018-  
AN ORDINANCE ADDRESSING THE PAYMENT OF CABLE TELEVISION FRANCHISE FEES IN  
THE CITY OF           , ILLINOIS

WHEREAS, Mediacom Illinois LLC operates a cable television system providing cable television services to households in the City of   , Illinois authorized under an Authorization to Offer Cable or Video Services granted by the Illinois Commerce Commission on November 17, 2017 pursuant to 220 ILL. COMP. STAT. 5/21-401; and

WHEREAS, 220 ILL. COMP. STAT. 5/21-801 permits the City to collect service provider fees from a cable operator operating within the City pursuant to a state authorization; and

WHEREAS, the City hereby adopts this Ordinance in order to collect service provider fees from Mediacom Illinois LLC.

[Contact Us](#) | 800-227-4224

## Partnership Renewal Proposal

<b>Partnership Number :</b>		HACH588861		0.12		<b>Quotation Date :</b>		12-26-2017			
						<b>Expiration Date :</b>		02-23-2018			
<b>Hach Company Contact :</b>		Johnson, Michael		<b>Service Partnership Phone :</b>		800-227-4224		<b>Service Partnership Email :</b>		michael.johnson@hach.com	
<b>Customer Ref :</b>		Renewal Quotation						<b>Customer Contact :</b>		Mike Miller	
<b>Customer Phone :</b>		815-209-6453		<b>Customer Fax :</b>				<b>Customer Email :</b>		mmiller@villageofmaplepark.com	
<div>PrintEditCheckout</div>											

Bill-To Account # 071666		Ship-To Account # 071666			
Customer Name	VILLAGE OF MAPLE PARK	Customer Name	VILLAGE OF MAPLE PARK	<b>Payment Terms :</b>	Net 30
Address 4		Address 4		<b>Billing Method :</b>	Annual-Invoices on START Date
Address 1	PO BOX 220	Address 1	614 PEARLE ST	<b>Currency :</b>	USD
Address 2		Address 2			
Address 3		Address 3			
City, State, Postal Code	MAPLE PARK, IL, 60151	City, State, Postal Code	MAPLE PARK, IL, 60151		
Province/Country	US	Province/Country	US		

Line	Service Name					Line Total
	Covered Product		Start Date	End Date	Description/Serial Number	
1	BSPDR800		03-27-2018	03-26-2019	Bnch Svc-DR/800 Series	\$158.00
	1.1	4847000			oo DR/890 COLORIMETER, HACH ; 021090022792	
Sub-total						\$158.00
Tax						\$0.00
Total						\$158.00

## Terms and Conditions

- By placing your Order, you agree to [Hach Standard Terms and Conditions](#).
- You will receive an email confirmation which will include the details of this order. Including taxes and your confirmation number.
- Due to U.S Export Compliance regulations and packaging concerns, online ordering is NOT available for export transactions and orders with ultimate destination or use outside the USA (including Puerto Rico, US Virgin Islands, Guam and other U.S territories and APO of FPO addresses). By Processing your request, you are certifying the ordered products are not for ultimate use outside the SO United States.

## Obsolete Items

Items with this mark may be obsolete or unavailable through eCommerce. Please contact Hach customer service for further assistance.

Print Edit Checkout

©Copyright 2013 Hach Company | PO Box 389, Loveland, CO 80539 | 800-227-4224 | 970-669-3050



## Liz Peerboom

---

**From:** Kathleen Curtis <kcurtis@villageofmaplepark.com>  
**Sent:** Tuesday, February 20, 2018 12:51 PM  
**To:** caldridge@villageofmaplepark.com  
**Cc:** Mike Miller; Liz Peerboom  
**Subject:** Re: FW: Hach Service Partnership Renewal Request - Action Required

Yes, I believe we need a resolution to renew

Kathleen (Kathy) Curtis - Village President

302 Willow St PO Box 220 Maple Park, IL 60151

Cell Phone 815-209-7666

----- Original Message -----

**From:**  
caldridge@villageofmaplepark.com

**To:**  
"Kathleen Curtis" <kcurtis@villageofmaplepark.com>  
**Cc:**  
"Mike Miller" <mmiller@villageofmaplepark.com>, "Liz Peerboom" <epeerboom@villageofmaplepark.com>  
**Sent:**  
Tue, 20 Feb 2018 11:02:02 -0600  
**Subject:**  
FW: Hach Service Partnership Renewal Request - Action Required

Kathy,

Do we need to have a resolution to process this service renewal? Mike says we have done this for 2 years already, but I am not sure if we have ever done a resolution...

=)

Cheryl Aldridge

Village Accountant

Village of Maple Park

302 Willow Street

P.O. Box 220

Maple Park, IL 60151

(815) 827-3309

---

**From:** Mike Miller [mailto:mmiller@villageofmaplepark.com]  
**Sent:** Tuesday, February 20, 2018 10:56 AM  
**To:** 'Cheryl Aldridge' <caldridge@villageofmaplepark.com>  
**Subject:** FW: Hach Service Partnership Renewal Request - Action Required

---

**From:** Hach Service Contract Renewal [mailto:renewal@hach.com]  
**Sent:** Saturday, February 10, 2018 8:07 AM  
**To:** mmiller@villageofmaplepark.com  
**Subject:** Hach Service Partnership Renewal Request - Action Required

<?xml:namespace prefix = "v" ns = "urn:schemas-microsoft-com:vml" /> <?xml:namespace prefix = "w" ns = "urn:schemas-microsoft-com:office:word" />

Hello Mike,

Your current Hach Service Partnership will expire on the date shown below and we have not yet received a purchase order or approval to invoice from you. To continue the service for the upcoming term, please click the link below to renew at your earliest convenience or contact us at (800) 227-4224 ext. 6177 or [renewal@hach.com](mailto:renewal@hach.com). The links below will allow you to view and renew your Service Partnership Quote online as well as access the Scope of Work for Hach Services

► [View and renew your Service Partnership quote online](#)

In order to avoid interruption in the Service Schedule for your instrumentation, your service agreement must be renewed before the expiration date. If your Service Agreement is not renewed on or before the expiration date, we cannot guarantee scheduling services at the normal interval.

| Contact Name | Partnership Number | Organization Name     | Current Partnership Expiration Date | Partnership Term for Renewal Quotation |
|--------------|--------------------|-----------------------|-------------------------------------|--|
| Mike Miller  | Hach588861         | Village Of Maple Park | 03/26/2018                          | 03/27/18 - 03/26/19                    |

► [View the Scope of Work for Hach Services](#)

If you have any questions please contact the Service Partnership Renewal Team at (800) 227-4224 ext. 6177 or by emailing [renewal@hach.com](mailto:renewal@hach.com).

Thank you for your business and continued loyalty.

[hach.com](http://hach.com)

WATER ANALYSIS HAS TO BE RIGHT. YOU DESERVE COMPLETE SOLUTIONS YOU CAN BE FULLY CONFIDENT IN. HACH IS YOUR RESOURCE FOR EXPERT ANSWERS, OUTSTANDING SUPPORT, AND RELIABLE, EASY-TO-USE PRODUCTS.

## Liz Peerboom

---

**From:** caldridge@villageofmaplepark.com  
**Sent:** Tuesday, February 20, 2018 11:02 AM  
**To:** 'Kathleen Curtis'  
**Cc:** 'Mike Miller'; 'Liz Peerboom'  
**Subject:** FW: Hach Service Partnership Renewal Request - Action Required

Kathy,

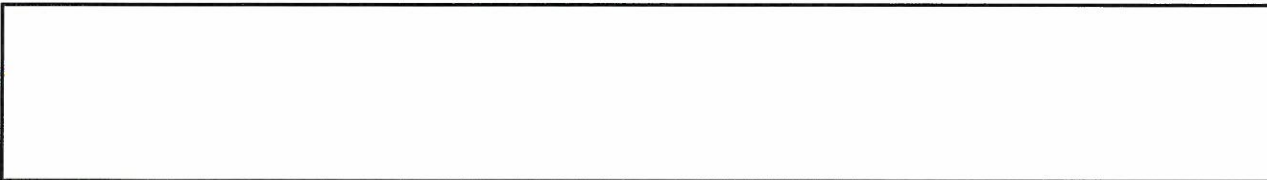
Do we need to have a resolution to process this service renewal? Mike says we have done this for 2 years already, but I am not sure if we have ever done a resolution...

=)

Cheryl Aldridge  
Village Accountant  
Village of Maple Park  
302 Willow Street  
P.O. Box 220  
Maple Park, IL 60151  
(815) 827-3309

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| Mike Miller  | Hach588861         | Village Of Maple Park | 03/26/2018                          | 03/27/18 - 03/26/19                    |

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Thank you for your business and continued loyalty.

[hach.com](http://hach.com)

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Po Box 389 Loveland, CO 80539

■

**A RESOLUTION SUPPORTING THE  
ABILITY OF MUNICIPALITIES TO SHARE  
LOCAL SALES TAX INFORMATION WITH  
OUTSIDE PROFESSIONALS FOR THE  
VILLAGE OF MAPLE PARK**

**WHEREAS**, under the provisions of the Retailer's Occupation Tax Act (35 ILCS 12/1, *et seq.*), municipalities are provided sales tax return information by the Illinois Department of Revenue ("IDOR") for review and analysis; and,

**WHEREAS**, proper tracking and analysis of the sales tax return information received from IDOR is vital for municipalities; and,

**WHEREAS**, many municipalities do not have the resources necessary to employ in-house attorneys, accountants, auditors, and other financial professionals with the necessary expertise to properly track, review, and analyze the sales tax return information provided by IDOR; and,

**WHEREAS**, legislation has been introduced by the Illinois General Assembly that would amend the Retailer's Occupation Tax Act to prohibit municipalities from sharing sales tax return information provided by IDOR with anyone outside of a few municipal officials who must be directly employed by the municipality (herein after referred to as the "Proposed Amendments"); and,

**WHEREAS**, the Proposed Amendments would prevent a municipality from sharing sales tax return information with its attorneys, accountants, auditors, and other financial professionals if they are not directly employed by the municipality, even though these professionals are directly involved in the finances of the municipality; and,

**WHEREAS**, outside professionals are equipped with systems and technology that safeguard the confidentiality of sales tax information while many municipalities are not; and,

**WHEREAS**, prohibiting a municipality from sharing sales tax return information with outside professionals will be detrimental to municipalities when entering into economic incentive agreements and when issuing bonds, especially if such bonds or economic incentive agreements involve sales tax revenue; and,

**WHEREAS**, the Proposed Amendments to the Retailer's Occupation Tax Act would also prohibit a municipality from contracting with outside professionals to track sales tax revenues in order to ensure that a municipality is not losing out on unremitted revenue it is owed; and,

**WHEREAS**, based on the foregoing, the President and the Board of Trustees find that it is in the best interest of the Village of Maple Park and its residents to oppose the Proposed Amendments to the Retailer's Occupation Tax Act;

**NOW, THEREFORE, BE IT RESOLVED** that the Village of Maple Park, Illinois strongly supports the ability of the municipalities to share sales tax return information with outside professionals.



**PASSED BY THE BOARD OF TRUSTEES** of the Village of Maple Park, Illinois, at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2018, and approved by me as Village President on the same day.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**APPROVED** by the Village President on \_\_\_\_\_, 2018.

\_\_\_\_\_  
**KATHLEEN CURTIS**, Village President

**ATTEST:**

\_\_\_\_\_  
**ELIZABETH PEERBOOM**, Village Clerk



**RECIPROCAL AGREEMENT  
ON EXCHANGE OF INFORMATION  
BETWEEN THE VILLAGE OF MAPLE PARK  
AND THE  
ILLINOIS DEPARTMENT OF REVENUE**

The Illinois Department of Revenue (the "Department"), in accordance with the statutes of the State of Illinois, agrees to share under the terms of this Reciprocal Agreement on Exchange of Information (the "Reciprocal Agreement") with the Village of Maple Park (the "Municipality") financial information obtained pursuant to the Illinois Retailers' Occupation Tax Act, the Service Occupation Tax Act, the Use Tax Act, and the Service Use Tax Act (the "Tax Acts"). For purposes of this Reciprocal Agreement, "financial information" means the following information for each retailer or serviceman in the Municipality: (1) the business name; (2) the business address; (3) the standard classification number assigned to the business; (4) net revenue distributed to the requesting [municipality][county] that is directly related to the requesting municipality's local share of the proceeds under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act distributed from the Local Government Tax Fund, and, if applicable, any locally imposed retailers' occupation tax or service occupation tax; and (5) a listing of all businesses within the requesting municipality by account identification number and address.

It is further agreed that all information exchanged will be used only for the official purposes of the State and of the Municipality and shall be kept confidential in accordance with the Tax Acts. Each party agrees to take appropriate steps to protect from unauthorized disclosure the tax information obtained pursuant to this Reciprocal Agreement and to destroy it when no longer needed by shredding or other appropriate means.

The Municipality agrees to follow the procedures to protect the confidentiality of information provided in "Minimum Standards Required to Safeguard Information Given as a Result of a Reciprocal Agreement on the Exchange of Information," which is incorporated into this Reciprocal Agreement as Attachment A. Both parties understand and agree that the Department will not provide any information under this Reciprocal Agreement to the Municipality unless and until the Municipality signs Attachment A.

It is agreed that only the chief executive officer of the Municipality will initiate a Reciprocal Agreement with the Department. Information provided to the Municipality under this Reciprocal Agreement may be shared with or viewed by only persons who are directly involved in the financial operations of the Municipality, including municipal employees, and persons, such as attorneys or accountants, retained by the Municipality. The information provided shall not, however, be shared with or viewed by any person who is compensated by the Municipality for services rendered on a contingent basis or any other similar method that may impair that person's independence or the perception of that person's independence. The chief executive officer shall provide the Department with a list of names and official titles of persons designated by him or her as persons exclusively authorized to request, view, or receive financial information on his or her behalf. The list shall be on Municipal letterhead and shall be signed by the chief executive officer. The information provided by the Department shall not be viewed by or shared with anyone who is not on the list. Each person designated to request, view, or receive financial information must acknowledge to the Department that he or she received and reviewed this Reciprocal Agreement and understands the legal and contractual obligation to maintain the confidentiality of this information by signing and returning Attachment B, which attachment shall be incorporated into this Reciprocal Agreement. The

Department agrees to provide the Municipality with a written list showing the names and official titles of Department employees designated by it to request, view, or receive financial information from the Municipality. Both parties agree to furnish additions to and deletions from the lists as they occur. It is agreed that no information provided under this Reciprocal Agreement will be provided by telephone or pursuant to a telephone request.

Both parties understand and agree that the Department will not provide any information under this Reciprocal Agreement to the Municipality unless and until the Municipality provides:

- a signed copy of this Reciprocal Agreement;
- a signed copy of Attachment A;
- a list of names and official titles of persons exclusively authorized to request, view, or receive financial information on Municipal letterhead, signed by the chief executive officer; and
- a completed and signed Attachment B for each person designated by the chief executive officer of the Municipality as authorized to request, view, or receive financial information.

It is further agreed that either party for administrative reasons may refuse to share information.

This Reciprocal Agreement may be canceled by either party at any time and will be canceled in the event of any unauthorized use or disclosure (verbally, in writing, or by any other means) of confidential financial information obtained pursuant to this Reciprocal Agreement or failure to abide by the procedures set forth by the Department for safeguarding the confidentiality of such confidential financial information.

Illinois Department of Revenue

Village of Maple Park

\_\_\_\_\_  
Director

\_\_\_\_\_  
Kathleen Curtis, Village President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elizabeth Peerboom, Village Clerk

\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **MINIMUM STANDARDS REQUIRED TO SAFEGUARD INFORMATION GIVEN AS A RESULT OF A RECIPROCAL AGREEMENT ON THE EXCHANGE OF INFORMATION**

1. All requests for information under the Reciprocal Agreement on the Exchange of Information (the "Reciprocal Agreement") will be in writing, on letterhead of the Municipality and addressed to the Local Tax Allocation Division at the Illinois Department of Revenue (the "Department").
2. Information received under the Reciprocal Agreement will be kept in a locked storage facility, e.g., locked file cabinet, closet, or desk that is only accessible by persons authorized under the Reciprocal Agreement to receive information. Any information stored in an electronic format shall be password protected and restricted to only those persons authorized under the Reciprocal Agreement to receive information.
3. Any Municipality that receives information under the Reciprocal Agreement will promptly notify the Department when a person who has been authorized to receive information under the Reciprocal Agreement, leaves employment of the Municipality or otherwise is no longer authorized by statute or by the Municipality to receive the information.
4. Any Municipality that receives information under the Reciprocal Agreement will report to the Department any possible or suspected breach of confidentiality of the information as soon as possible, but no later than the close of business on the business day following the date of discovery.
5. The proper method for destruction of information that is no longer needed is shredding or destruction of the CDs.
6. Any Municipality that receives information under the Reciprocal Agreement will not share the information with or allow the information to be viewed by any person who is compensated by the Municipality for services rendered on a contingent basis or any other similar method that may impair that person's independence or the perception of that person's independence.
7. Any person who divulges confidential information in any manner, except in accordance with a proper judicial order or as otherwise provided by law, is guilty of a Class B misdemeanor with a fine not to exceed \$7,500.00 per disclosure. Confidential information includes any information collected by the Department from any return or investigation other than name and address of the taxpayer. Disclosure of confidential information to village employees, contractors, or vendors who are not explicitly authorized to view such information under the Reciprocal Agreement constitutes unauthorized disclosure.
8. Information received under the Reciprocal Agreement is exempt from disclosure under section 7(1)(a) of the Freedom of Information Act (FOIA). Section 11 of the Retailer's Occupation Tax Act (ROTA) specifically prohibits disclosure of this information. To

ensure uniform responses among recipients of confidential tax information, a [Municipality][County] that receives a FOIA request for information received under the Reciprocal Agreement shall (a) deny the request pursuant to section 7(1)(a) of FOIA; (b) notify the Department of Revenue of the request; and (c) keep the Department apprised of any proceedings instituted to compel the release of information under FOIA.

The Village of Maple Park agrees to abide by the aforementioned standards in safeguarding the information that it receives pursuant to the Reciprocal Agreement, which it has entered into with the Illinois Department of Revenue.

---

Kathleen Curtis, Village President

---

Date

DRAFT

## ATTACHMENT B

### Acknowledgment of Restrictions on Use and Disclosure of Confidential Financial Information

---

I, Elizabeth Peerboom, am currently employed as Village Clerk with the (the “Municipality”) Village of Maple Park. I am authorized under the Reciprocal Agreement on Exchange of Information between the Village of Maple Park and the Illinois Department of Revenue to request, view, or receive confidential financial information on behalf of the Municipality. I have received and reviewed the Reciprocal Agreement on the Exchange of Information and I understand its terms.

By my signature below I acknowledge that the unauthorized use or disclosure of confidential financial information obtained under the Reciprocal Agreement is prohibited by law. I further acknowledge that any person who divulges confidential financial information in any manner, except pursuant to a court order or as otherwise authorized by law, is guilty of a Class B misdemeanor and subject to a fine of up to \$7,500 per disclosure. I understand that disclosing confidential financial information to persons who are not explicitly authorized under the Reciprocal Agreement constitutes unauthorized use and disclosure.

Employer: (Please print) Village of Maple Park

Position/Title: (Please print) Village Clerk

\_\_\_\_\_  
Elizabeth Peerboom, Village Clerk

\_\_\_\_\_  
Date

**RESOLUTION 2018-03 Approved: \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE  
DESTRUCTION OF AUDIO RECORDINGS OF  
CLOSED SESSION MEETINGS**

**WHEREAS**, the Open Meetings Act requires governmental bodies to audio or video record their closed meetings; and

**WHEREAS**, this governmental body has complied with that requirement; and

**WHEREAS**, the Open Meetings Act permits governmental bodies to destroy the verbatim record of closed meetings without notification to or approval of a Records Commission or the State Archivist not less than eighteen (18) months after the completion of the meeting recorded, but only after:

1. Approval of the destruction of a particular recording; and
2. Approval of the written minutes of the closed meeting; and

**WHEREAS**, for the verbatim record by tape of the meetings set forth in Section 1 of this Resolution, at least eighteen (18) months have passed since the completion of those meetings, and this governmental body has approved written minutes for each of the meetings or portions of meetings set forth in Section 1; and

**WHEREAS**, this governmental body may order destruction of the verbatim record even if it continues to withhold the approved written minutes of the closed session until some later period of time;

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS**, as follows:

**SECTION 1:** Based upon the statements made within the preamble to this resolution, the Village of Maple Park hereby orders the destruction of the verbatim record being a digital audio tape of the following executive session meetings as listed in Exhibit A.

**SECTION 2:** This Resolution shall be in full force and effect immediately upon its passage.

**APPROVED and PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Kathleen Curtis, Village President

Attest:

\_\_\_\_\_  
Elizabeth Peerboom, CMC, Village Clerk



**EXHIBIT A**

**Date of Meeting:**

2-2-16

4-5-16

5-3-16

6-7-16

DRAFT