



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 MINUTES

TUESDAY, JUNE 5, 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

Village Clerk Liz Peerboom called the roll call and the following Board members were present: Village President Kathy Curtis, Trustee JP Dries, Trustee Kristine Dalton, Trustee Bart Shaver, and Trustee Chris Higgins. Absent: Trustee Luke Goucher and Trustee Brandon Harris (attended remotely).

Others present: Police Chief Dean Stiegemeier, Village Engineer Jeremy Lin, Village Attorney Kevin Buick, Village Accountant Cheryl Aldridge, Public Works Director Mike Miller, and Village Clerk Liz Peerboom.

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.*

Joan Cowen, owner of 505 Main Street, Maple Park, asked for the village’s help getting her property sold. She said that if her sale goes through, the buyer would like to buy the property next door to her property and re-zone both lots to multi-family. She also said that she will deduct the cost of the sale of the village property from her sale amount.

Luke Goucher arrived at 7:05 p.m.

President Curtis advised that she has spoken to the buyer on many occasions and that the village Board has given approval to sell the property. She added she has given the buyer the information about re-zoning the property.

Bill McMahon, Progressive Energy, spoke about future aggregation prices. He asked that a resolution be placed on the July 3, 2018 Board of Trustees meeting agenda for a one-year contract.

He said that this time around there will be no price match, but individual residents can opt-out at no cost.

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 – May 1, 2018

- b) Receive and File
 - Infrastructure Committee – March 12, 2018
 - Personnel Committee – None
 - Finance Committee – April 24, 2018

- c) Acceptance of Cash and Investment Report as of April 30, 2018

- d) Approval of Bills Payable and Manual Check Register #768

ACCOUNTS PAYABLE:	\$44,979.64
MANUAL CHECKS:	3,069.56
TOTAL:	\$48,049.20

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

None.

Trustee Goucher made a motion to approve the Consent agenda, seconded by Trustee Higgins. Motion carried by roll call vote. Aye: Dries, Goucher, Harris (remote), Dalton, Higgins, Shaver. Nay: None. Absent: None. (6-0-0)

6. FINANCIAL REPORT

President Curtis advised the Board that the audit will be happening this month.

7. LEGAL REPORT

President Curtis advised that she has been warned by the Village Attorney that he will have an ordinance on the next agenda regarding Small Wireless Facilities Deployment will be on the July 2018 agenda for approval.

President Curtis also discussed the possibility of having to regulate Solar Panels.

8. POLICE DEPARTMENT REPORT

Police Chief Dean Stiegemeier advised that the Drop-in Center numbers were relatively low last month, at 22. He added that surplus cell phones were donated to cell phones for vets. Trustee Higgins asked about the status of golf carts. Chief Stiegemeier advised that they have had a good response and have sold approximately 25 golf cart stickers.

9. PUBLIC WORKS REPORT

No report.

10. ENGINEERING REPORT

Village Engineer Jeremy Lin gave a recap on his history with the village. Trustee Higgins moved the speaker down closer to Mr. Lin so that Trustee Harris could hear the presentation.

He added that he sent out a survey to the residents, that is required for the permit for the Waste Water Treatment Plant; he also said that he had sent the CCR to the Village Clerk and that it will be mailed within two weeks.

Trustee Higgins asked Mr. Lin to highlight a day in a month for the Board. Mr. Lin went over what his staff does in conjunction with village staff.

11. COMMITTEE REPORTS

- Personnel & Communications – JP Dries, Chair

Trustee Dalton advised that Northwestern Medicine's drug screening program has closed down, therefore a new vendor will need to be found.

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

Trustee Goucher said that the committee will be reviewing the Waste RFP this month, so he invited the entire Board to attend. President Curtis asked that the list of items ordered from Waste Management be sent to her.

- Infrastructure – Brandon Harris, Chair

No report.

12. OLD BUSINESS

None.

13. NEW BUSINESS

A. PROCLAMATIONS

PROCLAMATION 2018-02 SUICIDE PREVENTION AWARENESS

This Proclamation gives awareness to suicide prevention.

President Curtis read the proclamation to the Board. Trustee Dries made a motion to accept the proclamation, seconded by Trustee Goucher. Motion carried by voice vote.

B. CONSIDERATIONS

1. MOTION TO WAIVE THE VEHICLE STICKER FEE AND LATE FEE FOR THE 2018-2019 YEAR FOR A RESIDENT IN MAPLE PARK WITH 3 VEHICLES.

Village Clerk Liz Peerboom advised the Board that a resident approached the village saying that he hasn't worked for several months and would like to get a vehicle sticker but can't afford it. He is asking the Board to either waive the fee or allow for a payment arrangement.

There was no motion to waive the fees.

2. MOTION TO ALLOW FOR A PAYMENT ARRANGEMENT FOR THE PURCHASE OF 3 VEHICLE STICKERS FOR THE 2018-2019 YEAR AND WAIVE THE LATE FEE FOR EACH OF THOSE THREE STICKERS.

Trustee Goucher made a motion to allow for a payment arrangement for the purchase of 3 vehicle stickers for the 2018-2019 year and waive the late fee for each of those 3 stickers, seconded by Trustee Dries. Motion carried by roll call vote. Aye: Goucher, Harris (remote), Dalton, Higgins, Shaver, Dries. Nay: None. Absent: None. (6-0-0)

3. MOTION TO APPROVE THE UPDATED EMPLOYEE HANDBOOK

Trustee Dries made a motion to approved the updated Employee Handbook, seconded by Trustee Shaver. Motion carried by roll call vote. Aye: Harris (remote), Dalton, Higgins, Shaver, Dries, Goucher. Nay: None. Absent: None. (6-0-0)

4. MOTION TO PURCHASE A NEW SECURITY CAMERA SYSTEM NOT TO EXCEED \$2,000.

President Curtis advised that this is on the agenda because the cost is more than what was budgeted.

Trustee Goucher made a motion to purchase a new security system in the not to exceed amount of \$2,000, seconded by Trustee Higgins. Motion carried by roll

call vote. Aye: Dalton, Higgins, Shaver, Dries, Goucher, Harris (remote). Nay: None. Absent: None. (6-0-0)

C. ORDINANCES

1. ORDINANCE 2018-14 PREVAILING WAGE

AN ORDINANCE DETERMINING THE PREVAILING WAGE RATES AS OF JULY 2017 FOR CONSTRUCTION OF PUBLIC WORKS PROJECTS UNDER THE JURISDICTION OF THE VILLAGE OF MAPLE PARK

This Ordinance determines the prevailing wage rates for July 2017. The Illinois Department of Labor has not updated their wage rates yet for this year.

Clerk Peerboom advised that the Illinois Department of Labor has not updated their rates yet, so these are still 2017 numbers.

Trustee Higgins made a motion to approve Ordinance 2018-14, ascertaining the prevailing wage rates as of July 2017 for construction of public works projects under the jurisdiction of the Village of Maple Park, seconded by Trustee Goucher.

Trustee Dries and Higgins had questions.

After a short discussion, the motion carried by roll call vote. Aye: Higgins, Shaver, Dries, Goucher, Harris (remote), Dalton. Nay: None. Absent: None. (6-0-0)

D. RESOLUTIONS

1. RESOLUTION 2018-11 CORTLAND TOWNSHIP ROAD DISTRICT

AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CORTLAND TOWNSHIP ROAD DISTRICT

This Resolution allows for the Cortland Township Road District and the Village of Maple Park to share responsibility for snow removal, de-icing and ditch mowing on certain roads that are under the jurisdiction of both the Village of Maple Park and Cortland Township.

Public Works Director Mike Miller advised that this is a renewal of the agreement they had last year. He added that this agreement is a good thing for the village.

Trustee Goucher made a motion to approve Resolution 2018-11, an agreement between the Village of Maple Park and Cortland Township Road District, seconded by Trustee Dries. Motion carried by roll call vote. Aye: Shaver, Dries, Goucher, Harris (remote), Dalton, Higgins. Nay: None. Absent: None. (6-0-0)

2. RESOLUTION 2018-12 BLACKBOARD CONNECT, INC.

AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO AN AGREEMENT WITH BLACKBOARD, INC. FOR THE RENEWAL OF THE AGREEMENT FOR GOVERNMENT UNLIMITED EMERGENCY AND OUTREACH MESSAGING SERVICES

This Resolution allows the village to use the services for emergency and outreach messaging to the residents.

President Curtis advised that although it costs the village a lot of money, this is a good service for the village to have. Trustee Goucher advised that there are probably cheaper services out there, but for this year the contract should stand and the Finance Committee can look into a different service.

Trustee Goucher made a motion to approve Resolution 2018-12, Blackboard Connect Agreement, seconded by Trustee Dries. Motion carried by roll call vote. Aye: Dries, Goucher, Harris (remote), Dalton, Higgins, Shaver. Nay: None. Absent: None. (6-0-0)

3. RESOLUTION 2018-13 KANE COUNTY ANIMAL CONTROL AGREEMENT

AUTHORIZING THE VILLAGE PRESIDENT TO RENEW THE INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF KANE FOR ANIMAL CONTROL

This Resolution allows the village to use Kane County Animal Control for animal control services.

Trustee Goucher made a motion to approve Resolution 2018-13, Kane County Animal Control Agreement, seconded by Trustee Higgins. Motion carried by roll call vote. Aye: Goucher, Harris (remote), Dalton, Higgins, Shaver, Dries. Nay: None. Absent: None. (6-0-0)

16. VILLAGE PRESIDENT REPORT

NIU Workshop – October 13

17. TRUSTEE REPORTS

None.

18. EXECUTIVE SESSION

Employment / Appointment Matters 5 ILCS 120/(c)(1)

The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or legal for the public body to determine its validity.

Trustee Goucher made a motion to go into executive session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or legal for the public body to determine its validity, seconded by Trustee Dries. Motion carried by roll call vote. Aye: Harris (remotely), Dalton, Higgins, Shaver, Dries, Goucher. Nay: None.

Meeting closed to the public at: 8:09 p.m.

Meeting re-opened to the public at: 8:42 p.m.

Clerk Peerboom called the roll call and the following Board members were present: Village President Kathy Curtis, Trustee JP Dries, Trustee Kristine Dalton, Trustee Bart Shaver, Trustee Chris Higgins, and Trustee Luke Goucher. Absent: Trustee Brandon Harris (attended remotely).

Others present: Village Attorney Kevin Buick, Public Works Director and Village Clerk Liz Peerboom.

19. MATTERS REFERRED FROM EXECUTIVE SESSION

Trustee Dries made a motion to extend the employee's probation to 90 days and put a discipline letter in his file, seconded by Trustee Goucher. Motion carried by roll call vote. Aye: Harris (remotely), Dalton, Higgins, Shaver, Dries, Goucher. Nay: None.

20. ADJOURNMENT

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

Meeting adjourned at 8:44 p.m.

Liz Peerboom, CMC
Village Clerk



Village of Maple Park

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

Approved by the Personnel Committee
on June 19, 2018.

Village Hall: 815-827-3309

Fax: 815-827-4040

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

PERSONNEL & COMMUNICATIONS COMMITTEE MINUTES

Tuesday, May 15, 2018

7:00 p.m.

Village of Maple Park

302 Willow Street, Maple Park, IL, 60151

MEETING WAS CANCELLED

NEXT MEETING WAS SCHEDULED FOR TUESDAY, JUNE 19, 2018.

Committee Members:

Trustee JP Dries, Chair

Trustee Kristine Dalton

Trustee Brandon Harris

Trustee Bart Shaver



Village of Maple Park

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

Approved by the Finance
Committee on June 26, 2018.

Village Hall: 815-827-3309

Fax: 815-827-4040

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

FINANCE AND PUBLIC RELATIONS & DEVELOPMENT COMMITTEE MEETING AGENDA

Tuesday, May 22, 2018

6:00 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 6:05 p.m.

Village Clerk Liz Peerboom called the roll call and the following Committee members were present: Chairman Luke Goucher, Trustee Chris Higgins, and Trustee Bart Shaver. Absent: Trustee Kristine Dalton* (arrived late).

Others present: Village President Kathy Curtis, Trustee JP Dries, 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.*

3. APPROVAL OF MEETING MINUTES

April 24, 2018

Trustee Shaver made a motion to approve the meeting minutes from April 24, 2018, seconded by Trustee Higgins. Motion carried by voice vote.

4. ENGINEERING FIRM INTERVIEWS

Representatives from Rempe-Sharpe were late, so President Curtis called them on the phone and left a message. While they were waiting, the committee discussed a future garbage request for proposals.

Mr. Jim Bibby, Rempe-Sharpe, arrived at 6:21 p.m.

The Finance Committee, inclusive of other Board members and the Village President interviewed the final two engineering firms – Rempe-Sharpe and Associates and Fehr-Graham.

Trustee Kristine Dalton arrived at 6:46 p.m.

MINUTES

Finance Committee Meeting

May 22, 2018

Page 2 of 2

The committee discussed whether or not to change engineering firms. Consensus was that the village has been underserved and the village would be better off in the long run to pay a little more money for a new firm that stay with what we have.

The committee then discussed the pros and cons of each firm. Consensus was to get some references for both firms.

Trustee Dries left the meeting at 8:44 p.m.

5. DISCUSSION OF OTHER ITEMS

The committee then discussed the possibility of providing a dumpster after the garage sales so that people can get rid of unsold items. Trustee Dalton will get some pricing and the committee will include that in the future RFP.

6. ADJOURNMENT

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

Meeting adjourned at 8:54 p.m.

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
May 31, 2018

Fund	Interest Rate	First Midwest CD	IPTIP Accounts	First Midwest Money Market	Old Second Checking	Total Cash & Investments
Operating Funds						
General Fund						
Old Second - Checking Acct	0.00%	-	-	-	15,055.49	15,055.49
Old Second - TIF Checking Acct	0.00%	-	-	-	-	-
Illinois Public Treasurer's Pool		-	102,793.04	-	-	102,793.04
Total General Fund		-	102,793.04	-	15,055.49	117,848.53
Utility Tax Fund						
Old Second - Checking Acct	0.00%	-	-	-	20,908.41	20,908.41
First Midwest Bank		-	-	247,620.88	-	247,620.88
Old Second - TIF Checking Acct	0.00%	-	-	-	-	-
Illinois Public Treasurer's Pool		-	101,123.18	-	-	101,123.18
First Midwest Bank - CD	1.00%	150,517.81	-	-	-	150,517.81
Total Utility Tax Fund		150,517.81	101,123.18	247,620.88	20,908.41	520,170.28
TIF District Fund						
Old Second - Checking Account	0.00%	-	-	-	-	-
Old Second - TIF Checking Acct	0.00%	-	-	-	41,964.34	41,964.34
Total Road & Bridge Fund		-	-	-	41,964.34	41,964.34
Road & Bridge Fund						
Old Second - Checking Account	0.00%	-	-	-	15,836.36	15,836.36
Illinois Public Treasurer's Pool		-	37,143.50	-	-	37,143.50
Total Road & Bridge Fund		-	37,143.50	-	15,836.36	52,979.86
Motor Fuel Tax Fund						
Old Second - Checking Account	0.00%	-	-	-	-	-
Illinois Public Treasurer's Pool		-	107,900.29	-	-	107,900.29
Total Motor Fuel Tax Fund		-	107,900.29	-	-	107,900.29
Water & Sewer Funds						
Operating Accounts						
Old Second - Checking Account		-	-	-	(27,481.86)	(27,481.86)
Illinois Public Treasurer's Pool		-	314,538.08	-	-	314,538.08
Total Operating Accounts		-	314,538.08	-	(27,481.86)	287,056.22
Water Improvement Account						
Old Second - Checking Account	0.00%	-	-	-	22,904.89	22,904.89
Illinois Public Treasurer's Pool		-	141,445.19	-	-	141,445.19
First Midwest Bank - CD	1.00%	10,034.52	-	-	-	10,034.52
Total Water Improvement Accounts		10,034.52	141,445.19	-	22,904.89	174,384.60
Sewer Improvement Account						
Old Second - Checking Account	0.00%	-	-	-	37,518.88	37,518.88
Illinois Public Treasurer's Pool		-	183,362.59	-	-	183,362.59
First Midwest Bank - CD	1.00%	90,310.68	-	-	-	90,310.68
Total Sewer Improvement Accounts		90,310.68	183,362.59	-	37,518.88	311,192.15
Total Water & Sewer Funds		100,345.20	639,345.86	-	32,941.91	772,632.97
Total Village Operating Funds		250,863.01	988,305.87	247,620.88	126,706.51	1,613,496.27
Escrow Funds						
School Land Cash						
Old Second - Checking Account	0.00%	-	-	-	6,400.00	6,400.00
Developer Escrow Fund						
Old Second - Checking Account	0.00%	-	-	-	66,873.08	66,873.08
Total Village Escrow Funds		-	-	-	73,273.08	73,273.08
Total Village Cash & Investments		250,863.01	988,305.87	247,620.88	199,979.59	1,686,769.35

SYS DATE:06/25/18

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

SYS TIME:10:08

[Nw1]

DATE: 06/25/18

REGISTER # 769
Monday June 25, 2018

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 A&P CAR WASH, INC. 125	01-30-5600	CAR WASH TOKENS	80.00	80.00
01 BLACKBOARD CONNECT INC. 1290442	01-10-5910	PHONE CALL OUT SERVICE	858.00	858.00
01 KEVIN BROWN 06092018	12-00-8413	GORDON FOOD REIMBURSEMENT	55.97	55.97
01 CASEY'S GENERAL STORES, INC. 05312018	01-30-5250	GASOLINE	511.92	511.92
01 COMMONWEALTH EDISON 01470771920518A	01-50-5730	STREET LIGHTING	3270.83	259.94
0498142046 0518	52-20-5730	LIFT STATION		97.41
0798152002 0518	52-10-5730	WELL		1348.82
1620026021 0518	52-20-5730	WWTP		701.03
4665155040 0618	01-50-5730	STREET LIGHTING		863.63
01 CONSERV FS, INC. 121007670	01-20-5250	GASOLINE	559.47	201.40
121007670	52-10-5250	GASOLINE		201.41
121007670	01-50-5250	GASOLINE		78.33
121007670	52-20-5250	GASOLINE		78.33
01 C.O.P.S. INC. 5654	01-30-5300	UNIFORM EXPENSE	293.60	295.85
CM4605	01-30-5300	CREDIT MEMO		2.25-
01 CORE & MAIN LP I795569	52-10-5105	METERS	2486.74	2486.74
01 CRESCENT ELECTRIC SUPPLY CO. S505190795.001	52-20-5600	TIME DELAY	58.05	58.05
01 FOSTER, BUICK, CONKLIN & LUNDG 23012	01-10-5330	GENERAL COUNSEL	1050.00	743.75
23012	01-10-5330	ORDINANCES&RESOLUTIONS		87.50
23012	01-10-5330	DEMOLITION		131.25
23012	01-10-5330	RFP PROCESS-GARBAGE		87.50
01 HAYLEY GARCIA 06302018	01-00-2103	PARK DEPOSIT REFUND	100.00	100.00
01 GOODENOUGH INC. 60392	01-10-5420.02	PLUMBING INSPECTION	250.00	50.00
60427	01-10-5420.02	PLUMBING INSPECTION		50.00
60431	01-10-5420.02	PLUMBING INSPECTION		50.00
60495	01-10-5420.02	PLUMBING INSPECTIONS		100.00
01 SHAWN GRAY 06062018	01-50-5621	TREE/STUMP REMOVAL	1200.00	1200.00
01 FRONTIER 8158273286 0618	01-30-5700	POLICE TELEPHONE	527.06	139.32
8158273309 0618	01-10-5700	OFFICE		216.89
8158273710 0618	52-10-5700	WELL HOUSE		59.23
8158275039 0618	52-20-5700	WWTP		50.94
8158275069 0618	52-20-5700	LIFT STATION		60.68

SYS DATE:06/25/18

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A / P W A R R A N T L I S T
REGISTER # 769
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SYS TIME:10:08
[NW1]

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 HOLMGREN ELECTRIC INC. 5424	52-20-5600	BLOWER / LIFT STATION REPAIR	562.50	562.50
01 ILLINOIS MUNICIPAL LEAGUE 0028513-IN	01-10-5900	30 DAY WEB EMPLOYMENT AD	35.00	35.00
01 IMPACT NETWORKING, LLC 1143046	01-10-5200	COPY COSTS	694.06	694.06
01 LINTECH ENGINEERING, INC. 2207	01-10-5320	BOARD MEETING	127.50	127.50
01 MATT LINDEN 06022018	01-00-2103	PARK DEPOSIT REFUND	100.00	100.00
01 LOWE'S 06172018	01-40-5600	MAINTENANCE & REPAIR	25.16	25.16
01 LINTECH ENGINEERING, INC. 2273	52-10-5390	OPERATION SERVICES	2500.00	1250.00
2273	52-20-5390	OPERATION SERVICES		1250.00
01 MIKE MILLER 06302018	01-10-5700	CELL PHONE	50.00	50.00
01 MUNICIPAL ELECTRONICS DIVISION 065354	01-30-5900	RADAR CERTIFICATION	105.00	105.00
01 NEOPOST USA INC 15421691	01-10-5200	INK CARTRIDGE	195.11	195.11
01 NATIONAL MS SOCIETY 06232018	01-00-2103	PARK DEPOSIT REFUND	100.00	100.00
01 NICOR 331314100040618	01-50-5730	GARAGE GAS	33.45	33.45
01 SUBURBAN LABORATORIES, INC. 155866	52-10-5335	WATER TESTING	333.00	333.00
01 VERIZON WIRELESS 9809395142	01-10-5700	CELL PHONES	249.58	71.70
9809395142	01-30-5700	CELL PHONES		63.81
9809395142	01-30-5700	AIR CARDS		114.07
01 WASCO LAWN AND POWER, INC 205226	01-20-5600	LAWN MOWER REPAIR	1194.77	1194.77
** TOTAL CHECKS TO BE ISSUED			17606.77	

SYS DATE:06/25/18

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[NW1]

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 GENERAL FUND			9012.66	
12 UTILITY TAX			55.97	
52 WATER & SEWER FUND			8538.14	
*** GRAND TOTAL ***			17606.77	
TOTAL FOR REGULAR CHECKS:			16,804.97	
TOTAL FOR DIRECT PAY VENDORS:			801.80	

SYS DATE:06/25/18

VILLAGE OF MAPLE PARK
A / P W A R R A N T L I S T
Monday June 25, 2018

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[NW1]

DATE: 06/25/18

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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 KAREN CLIFTON 47 05162018	06/20/18 01-30-5700	21242 PHONE ACCESSORY REIMBURSEMENT	20.49	20.49
01 VANTAGEPOINT TRANSFER AGENTS--#06/14/18	21239	328.83		
47 06142018	01-00-2150	ICMA PAYABLE		87.18
47 06142018	01-20-5030	PENSION EXPENSE		50.30
47 06142018	01-30-5030	PENSION EXPENSE		89.23
47 06142018	01-50-5030	PENSION EXPENSE		50.30
47 06142018	52-10-5030	PENSION EXPENSE		25.91
47 06142018	52-20-5030	PENSION EXPENSE		25.91
01 VANTAGEPOINT TRANSFER AGENTS--#06/28/18	21246	428.83		
47 06282018	01-00-2150	ICMA PAYABLE		187.18
47 06282018	01-20-5030	PENSION EXPENSE		50.30
47 06282018	01-30-5030	PENSION EXPENSE		89.23
47 06282018	01-50-5030	PENSION EXPENSE		50.30
47 06282018	52-10-5030	PENSION EXPENSE		25.91
47 06282018	52-20-5030	PENSION EXPENSE		25.91
01 AMERICAN BANK & TRUST	06/13/18	21240	1156.67	
47 05282018E	01-20-5600	MAINTENANCE & REPAIR		55.70
47 05282018E	01-40-5600	MAINTENANCE & REPAIR		382.95
47 05282018E	01-50-5600	MAINTENANCE & REPAIR		34.19
47 05282018E	52-10-5900	OTHER EXPENSE		15.57
47 05282018E	52-20-5600	MAINTENANCE & REPAIR		6.47
47 05282018F	01-10-5390	OTHER PROFESSIONAL SERVICES		459.00
47 05282018H	01-30-5250	GASOLINE & FUEL		37.90
47 05282018H	01-30-5600	MAINTENANCE & REPAIR		131.46
47 05282018H	01-30-5900	OTHER EXPENSE		33.43

** TOTAL MANUAL CHECKS REGISTERED

1934.82

SYS DATE:06/25/18

VILLAGE OF MAPLE PARK
A / P W A R R A N T L I S T
Monday June 25, 2018

SYS TIME:10:08

[NW1]

PAGE 5

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
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REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	17606.77	1934.82	19541.59
TOTAL CASH	17606.77	1934.82	19541.59

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	9012.66	1809.14	10821.80
12	55.97	.00	55.97
52	8538.14	125.68	8663.82
TOTAL DISTR	17606.77	1934.82	19541.59



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, JULY 3, 2018

- Budget Report – The auditors came out last week, we will be finalizing our reports soon. I am including the April Budget Report, there may be a couple of final audit entries. I am hoping to have the FY 2019 reports included next month.
- Escrow Accounts – There was no escrow activity in June.
- I have included the Water Pumped to Billed information in this month's packet.
- Warrant List
 - A/P Check run of \$17,606.77, manual checks of \$1,934.82 for a total of \$19,541.59.
 - There are no noteworthy invoices included this month.
- Please let me know if you have any questions or concerns.

VILLAGE OF MAPLE PARK - BUDGET REPORT
May 1, 2017 - April 30, 2018

	FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Mar 18	Actual Totals for May 17 - Mar 18	Variance to Budget
01 - GENERAL FUND					
TOTAL GENERAL FUND REVENUE	667,404	687,114	687,114	712,857	(25,743)
TOTAL ADMINISTRATION & FINANCE	347,043	345,786	345,786	336,790	8,996
TOTAL PARKS & GROUNDS	41,893	46,366	46,366	49,196	(2,830)
TOTAL POLICE DEPARTMENT	210,579	219,769	219,769	226,906	(7,137)
TOTAL CIVIC CENTER	17,532	22,000	22,000	26,034	(4,034)
TOTAL STREET DEPARTMENT	70,379	89,091	89,091	89,610	(519)
TOTAL NON DEPARTMENTAL	-	-	-	4,067	(4,067)
TOTAL GENERAL FUND EXPENDITURES	687,426	723,013	723,013	732,604	(9,591)
GENERAL FUND NET INCOME/LOSS	(20,022)	(35,899)	(35,899)	(19,747)	(16,152)
12 - UTILITY TAX FUND					
TOTAL REVENUE	121,846	82,244	82,244	94,658	(12,415)
TOTAL EXPENDITURES	141,417	84,754	84,754	102,576	(17,822)
UTILITY TAX FUND NET INCOME/LOSS	(19,571)	(2,510)	(2,510)	(7,918)	5,408
13 - TIF DISTRICT FUND					
TOTAL REVENUE	37,890	38,500	38,500	47,380	(8,880)
TOTAL EXPENDITURES	37,890	11,744	11,744	11,087	657
ROAD & BRIDGE FUND NET INCOME/LOSS	-	26,756	26,756	36,293	(9,536)
15 - ROAD & BRIDGE FUND					
TOTAL REVENUE	43,582	42,847	42,847	45,689	(2,842)
TOTAL EXPENDITURES	45,091	60,500	60,500	43,082	17,418
ROAD & BRIDGE FUND NET INCOME/LOSS	(1,509)	(17,653)	(17,653)	2,607	(20,260)
19 - MOTOR FUEL TAX FUND					
TOTAL REVENUE	33,481	33,883	33,883	34,489	(607)
TOTAL EXPENDITURES	-	-	-	-	-
MOTOR FUEL TAX FUND NET INCOME/LOSS	33,481	33,883	33,883	34,489	(607)
28 - DEVELOPER ESCROW FUND					
TOTAL REVENUE	14,749	10,000	10,000	134,115	(124,115)
TOTAL EXPENDITURES	14,749	10,000	10,000	134,115	(124,115)
DEVELOPER ESCROW FUND NET INCOME/LOSS	-	-	-	-	-
52 - WATER & SEWER FUND					
TOTAL REVENUE	406,397	408,120	408,120	430,693	(22,573)
TOTAL WATER EXPENDITURES	198,224	209,508	209,508	211,898	(2,390)
TOTAL SEWER EXPENDITURES	135,985	148,586	148,586	173,504	(24,918)
TOTAL WATER & SEWER FUND EXPENDITURES	334,209	358,093	358,093	385,402	(27,309)
WATER & SEWER FUND NET INCOME/LOSS	72,188	50,027	50,027	45,291	4,735
54 - WATER IMPROVEMENT ACCOUNT					
TOTAL REVENUE	44,170	41,721	41,721	49,475	(7,754)
TOTAL EXPENDITURES	20,209	12,911	12,911	12,659	252
WATER IMPROVEMENT NET INCOME/LOSS	23,961	28,810	28,810	36,816	(8,006)
56 - SEWER IMPROVEMENT ACCOUNT					
TOTAL REVENUE	33,714	30,635	30,635	53,656	(23,021)
TOTAL EXPENDITURES	2,929	-	-	17,200	(17,200)
SEWER IMPROVEMENT NET INCOME/LOSS	30,784	30,635	30,635	36,456	(5,821)
70 - SCHOOL LAND CASH					
TOTAL REVENUE	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-
SEWER IMPROVEMENT NET INCOME/LOSS	-	-	-	-	-
GRAND TOTAL REVENUE	1,403,233	1,375,062	1,375,062	1,603,012	(227,949)
GRAND TOTAL EXPENSES	1,283,921	1,261,015	1,261,015	1,438,724	(177,709)
GRAND TOTAL NET INCOME / LOSS	119,312	114,048	114,048	164,288	(50,240)

VILLAGE OF MAPLE PARK - BUDGET REPORT
May 1, 2017 - April 30, 2018

		FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Mar 18	Actual Totals for May 17 - Mar 18	Variance to Budget
01 - GENERAL FUND						
REVENUES						
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	132,310	118,422	13,888
01-00-4240	STATE OF IL-MUNICIPAL SALES TAX	63,797	70,000	70,000	82,259	(12,259)
01-00-4250	STATE OF IL-REPLACEMENT TAX	3,294	3,000	3,000	2,756	244
01-00-4270	STATE OF IL-USE TAX	32,300	33,143	33,143	34,458	(1,315)
01-00-4280	STATE OF IL-VIDEO GAMING TAX	17,047	15,600	15,600	21,304	(5,704)
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	3,157	(407)
01-00-4341	RAFFLE LICENSE FEE	45	20	20	45	(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	10,000	7,037	2,963
01-00-4410.02	BUILDING PERMITS - SQUIRE'S CROSSING	6,214	4,334	4,334	21,048	(16,713)
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	20	-	20
01-00-4500	GARBAGE COLLECTION REVENUE	123,308	127,262	127,262	129,198	(1,936)
01-00-4505	GARBAGE PENALTIES	2,009	1,750	1,750	1,872	(122)
01-00-4535.02	SQUIRE'S CROSSING - ENGINEERING	1,020	680	680	3,060	(2,380)
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	960	540
01-00-4550.03	RENT - KANE COUNTY POLLING	40	40	40	80	(40)
01-00-4550.04	RENT - GYM USE	4,498	4,500	4,500	5,198	(698)
01-00-4550.07	RENT - M.P. LIBRARY	4,800	4,800	4,800	4,800	-
01-00-4550.11	RENT - KITCHEN	938	750	750	663	88
01-00-4550.17	RENT - EXERCISE ROOM	300	-	-	1,190	(1,190)
01-00-4575	WATER & SEWER ADMIN CHARGE	32,500	32,500	32,500	32,500	-
01-00-4610	DEKALB COUNTY FINES	441	500	500	206	294
01-00-4620	KANE COUNTY FINES	244	1,000	1,000	730	270
01-00-4625	ORDINANCE VIOLATION FINES	650	2,000	2,000	2,200	(200)
01-00-4800	INTEREST INCOME	1,036	1,500	1,500	1,961	(461)
01-00-4900	OTHER INCOME	2,567	250	250	5,320	(5,070)
01-00-4910	REIMBURSEMENT INCOME	5,799	4,000	4,000	8,853	(4,853)
** TOTAL GENERAL FUND REVENUE		667,404	687,114	687,114	712,857	(25,743)
10 - ADMINISTRATION & FINANCE EXPENDITURES						
01-10-5010	WAGES - FINANCE	49,697	56,873	56,873	48,212	8,662
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	19,600	19,000	600
01-10-5012	STATE UNEMPLOYMENT TAX	930	1,000	1,000	823	177
01-10-5020	SOCIAL SECURITY EXPENSE	5,248	5,850	5,850	5,133	717
01-10-5120	POSTAGE	1,947	2,500	2,500	1,589	911
01-10-5150	ANIMAL TAG EXPENSE	73	100	100	58	43
01-10-5155	GOLF CART LICENSE EXPENSE	-	-	-	168	(168)
01-10-5160	COPIER & POSTAGE MACHINE LEASE	3,456	3,441	3,441	1,951	1,490
01-10-5200	OFFICE SUPPLIES	7,288	6,000	6,000	8,075	(2,075)
01-10-5320	ENGINEERING SERVICES	4,038	5,000	5,000	3,740	1,260
01-10-5330	LEGAL SERVICES	22,834	20,000	20,000	20,914	(914)
01-10-5350	AUDIT EXPENSE	12,160	12,510	12,510	12,760	(250)
01-10-5390	OTHER PROFESSIONAL SERVICES	20,746	12,500	12,500	14,449	(1,949)
01-10-5400	GARBAGE COLLECTION EXPENSE	123,213	127,262	127,262	129,172	(1,910)
01-10-5420	PERMIT EXPENSE	-	-	-	200	(200)
01-10-5420.02	PERMIT EXPENSE - SQUIRE'S CROSSING	-	-	-	1,175	(1,175)
01-10-5500	INSURANCE EXPENSE	44,066	46,000	46,000	45,024	976
01-10-5550	SOFTWARE EXPENSE	25	-	-	24	(24)
01-10-5570	DUES AND MEMBERSHIPS	4,917	5,000	5,000	4,780	220
01-10-5700	TELEPHONE	5,073	5,000	5,000	4,629	371
01-10-5900	OTHER EXPENSES	6,425	5,000	5,000	4,929	71
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	1,500	(208)	1,708
01-10-5999	TRANSFER TO OTHER FUNDS	5,000	5,000	5,000	5,000	-
01-10-8210	COMPUTERS	2,368	-	-	-	-
** TOTAL ADMINISTRATION & FINANCE		347,043	345,786	345,786	336,790	8,996

VILLAGE OF MAPLE PARK - BUDGET REPORT
May 1, 2017 - April 30, 2018

	FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Mar 18	Actual Totals for May 17 - Mar 18	Variance to Budget
20 - PARKS & GROUNDS EXPENDITURES					
01-20-5010 WAGES	29,484	29,283	29,283	30,835	(1,551)
01-20-5020 SOCIAL SECURITY EXPENSE	2,579	2,543	2,543	2,687	(144)
01-20-5030 PENSION EXPENSE	1,300	1,330	1,330	1,392	(62)
01-20-5040 EMPLOYEE MEDICAL INSURANCE	3,960	3,960	3,960	4,090	(130)
01-20-5250 GASOLINE & FUEL	792	1,000	1,000	791	209
01-20-5600 MAINTENANCE & REPAIR	2,600	7,000	7,000	8,237	(1,237)
01-20-5730 UTILITIES	862	1,000	1,000	1,106	(106)
01-20-5900 OTHER EXPENSE	316	250	250	59	191
** TOTAL PARKS & GROUNDS	41,893	46,366	46,366	49,196	(2,830)
30 - POLICE DEPARTMENT EXPENDITURES					
01-30-5010 WAGES - CHIEF	58,599	53,300	53,300	51,060	2,240
01-30-5015 WAGES - PATROL OFFICERS	56,906	65,341	65,341	67,275	(1,934)
01-30-5016 WAGES - TRAINING	6,703	5,495	5,495	5,636	(141)
01-30-5018 WAGES - SERGEANT	28,443	30,462	30,462	29,716	746
01-30-5020 SOCIAL SECURITY EXPENSE	12,242	12,286	12,286	12,327	(41)
01-30-5030 PENSION EXPENSE	2,413	2,372	2,372	2,262	110
01-30-5040 EMPLOYEE MEDICAL INSURANCE	6,231	6,000	6,000	4,769	1,231
01-30-5100 GENERAL SUPPLIES	4,289	4,000	4,000	5,324	(1,324)
01-30-5250 GASOLINE & FUEL	6,127	7,500	7,500	6,011	1,489
01-30-5300 UNIFORM EXPENSE	3,270	4,000	4,000	2,823	1,177
01-30-5330 LEGAL SERVICES	44	1,000	1,000	131	869
01-30-5390 OTHER PROFESSIONAL SERVICES	-	-	-	14,360	(14,360)
01-30-5560 TRAINING	1,095	2,000	2,000	1,645	355
01-30-5570 DUES & MEMBERSHIPS	1,774	1,000	1,000	320	680
01-30-5600 MAINTENANCE & REPAIR	5,155	6,000	6,000	4,643	1,357
01-30-5700 TELEPHONE	3,830	5,000	5,000	3,969	1,031
01-30-5750 COMMUNICATIONS	11,438	12,014	12,014	12,038	(24)
01-30-5900 OTHER EXPENSE	2,021	2,000	2,000	2,596	(596)
** TOTAL POLICE DEPARTMENT	210,579	219,769	219,769	226,906	(7,137)
40 - CIVIC CENTER EXPENDITURES					
01-40-5100 GENERAL SUPPLIES	769	1,500	1,500	431	1,069
01-40-5600 MAINTENANCE & REPAIR	9,547	10,000	10,000	16,845	(6,845)
01-40-5730 UTILITIES	6,856	10,000	10,000	7,972	2,028
01-40-5900 OTHER EXPENSE	360	500	500	785	(285)
** TOTAL CIVIC CENTER	17,532	22,000	22,000	26,034	(4,034)
50 - STREET DEPARTMENT EXPENDITURES					
01-50-5010 WAGES	29,484	29,283	29,283	32,334	(3,051)
01-50-5020 SOCIAL SECURITY EXPENSE	2,579	2,543	2,543	2,802	(259)
01-50-5030 PENSION EXPENSE	1,300	1,330	1,330	1,392	(62)
01-50-5040 EMPLOYEE MEDICAL INSURANCE	3,960	3,960	3,960	4,089	(129)
01-50-5175 ROAD SALT	2,585	8,000	8,000	6,222	1,778
01-50-5250 GASOLINE & FUEL	1,331	2,500	2,500	1,585	915
01-50-5390 OTHER PROFESSIONAL SERVICES	219	225	225	100	125
01-50-5600 MAINTENANCE & REPAIR	5,419	7,500	7,500	4,548	2,952
01-50-5620 STREET MAINTENANCE	5,538	12,000	12,000	15,939	(3,939)
01-50-5621 TREE MAINTENANCE	4,550	7,500	7,500	4,900	2,600
01-50-5622 STREET SIGN INSTALLATION	-	2,000	2,000	1,430	570
01-50-5730 UTILITIES	13,075	12,000	12,000	14,254	(2,254)
01-50-5900 OTHER EXPENSE	339	250	250	14	236
** TOTAL STREET DEPARTMENT	70,379	89,091	89,091	89,610	(519)
NON DEPARTMENTAL EXPENDITURES					
01-90-5900.07 GRAND POINTE ESCROW LOSS	-	-	-	1,937	(1,937)
01-90-5900.16 OLSEN ESCROW LOSS	-	-	-	2,130	(2,130)
** TOTAL NON DEPARTMENTAL	-	-	-	4,067	(4,067)
TOTAL GENERAL FUND REVENUES	667,404	687,114	687,114	712,857	(25,743)
TOTAL GENERAL FUND EXPENDITURES	687,426	723,013	723,013	732,604	(9,591)
GENERAL FUND NET INCOME/LOSS	(20,022)	(35,899)	(35,899)	(19,747)	(16,152)

VILLAGE OF MAPLE PARK - BUDGET REPORT
May 1, 2017 - April 30, 2018

		FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Mar 18	Actual Totals for May 17 - Mar 18	Variance to Budget
12 - UTILITY TAX FUND						
REVENUES						
12-00-4140.10	TELECOMMUNICATIONS TAX	27,056	30,000	30,000	20,255	9,745
12-00-4140.30	COM ED - UTILITY TAX	33,220	30,000	30,000	31,979	(1,979)
12-00-4140.40	NICOR GAS - UTILITY TAX	15,333	12,000	12,000	15,280	(3,280)
12-00-4746	POLICE GRANTS	9,285	-	-	3,536	(3,536)
12-00-4751	DEKALB COUNTY COMMUNITY GRANT	-	-	-	10,500	(10,500)
12-00-4800	INTEREST INCOME	907	500	500	3,356	(2,856)
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)
** TOTAL REVENUE		121,846	82,244	82,244	94,658	(12,416)
EXPENDITURES						
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	-	-	-	2,511	(2,511)
12-00-8421	POLICE VEHICLE LOAN - INTEREST	-	-	-	259	(259)
** TOTAL EXPENDITURES		141,417	84,754	84,754	102,576	(17,822)
UTILITY TAX FUND NET INCOME/LOSS		(19,571)	(2,510)	(2,510)	(7,918)	5,408
13 - TIF DISTRICT FUND						
REVENUES						
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)
** TOTAL REVENUE		37,890	38,500	38,500	47,380	(8,880)
EXPENDITURES						
13-00-5999	TRANSFER TO UTILITY TAX FUND	31,046	4,744	4,744	4,752	(9)
13-00-8417	TIF LEGAL FEES	6,844	7,000	7,000	6,335	665
** TOTAL EXPENDITURES		37,890	11,744	11,744	11,087	657
TIF DISTRICT FUND NET INCOME/LOSS		-	26,756	26,756	36,293	(9,536)
15 - ROAD & BRIDGE FUND						
REVENUES						
15-00-4100	VEHICLE LICENSE FEES	20,605	20,000	20,000	19,550	450
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	250	136	114
15-00-4800	INTEREST INCOME	263	200	200	406	(206)
** TOTAL REVENUE		43,582	42,847	42,847	45,689	(2,842)
EXPENDITURES						
15-00-5100	GENERAL SUPPLIES	319	500	500	319	181
15-00-5320	ENGINEERING SERVICES	2,295	-	-	-	-
15-00-5620	STREET MAINTENANCE	42,477	60,000	60,000	42,763	17,237
** TOTAL EXPENDITURES		45,091	60,500	60,500	43,082	17,418
ROAD & BRIDGE FUND NET INCOME/LOSS		(1,509)	(17,653)	(17,653)	2,607	(20,260)

VILLAGE OF MAPLE PARK - BUDGET REPORT
May 1, 2017 - April 30, 2018

		FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Mar 18	Actual Totals for May 17 - Mar 18	Variance to Budget
19 - MOTOR FUEL TAX FUND						
REVENUES						
19-00-4290	STATE OF IL-MOTOR FUEL TAX	33,204	33,733	33,733	33,448	284
19-00-4800	INTEREST INCOME	277	150	150	1,041	(891)
	** TOTAL REVENUE	33,481	33,883	33,883	34,489	(607)
EXPENDITURES						
	** TOTAL EXPENDITURES	-	-	-	-	-
	MOTOR FUEL TAX FUND NET INCOME/LOSS	33,481	33,883	33,883	34,489	(607)

28 - DEVELOPER ESCROW FUND

REVENUES						
28-00-4936	DEVELOPER RECEIPTS	14,749	10,000	10,000	134,115	(124,115)
	** TOTAL REVENUE	14,749	10,000	10,000	134,115	(124,115)
EXPENDITURES						
28-00-5320	DEVELOPER LEGAL EXPENDITURES	1,488	5,000	5,000	131	4,869
28-00-5330	DEVELOPER ENGINEERING & ADMIN	13,262	5,000	5,000	133,984	(128,984)
	** TOTAL EXPENDITURES	14,749	10,000	10,000	134,115	(124,115)
	DEVELOPER ESCROW FUND NET INCOME/LOSS	-	-	-	-	-

52 - WATER & SEWER FUND

REVENUES						
52-00-4170	WATER REVENUE	182,057	185,000	185,000	190,867	(5,867)
52-00-4171	ALLOCATION OF WATER REVENUE	(12,428)	(13,000)	(13,000)	(12,865)	(135)
52-00-4180	SEWER REVENUE	176,832	180,000	180,000	188,928	(8,928)
52-00-4181	ALLOCATION OF SEWER REVENUE	(12,287)	(13,000)	(13,000)	(12,741)	(259)
52-00-4190	PENALTIES	6,344	6,000	6,000	6,210	(210)
52-00-4200	TURN ON/OFF REVENUE	650	500	500	725	(225)
52-00-4200.02	SQUIRE'S CROSSING - TURN ON/OFF REVENUE	300	200	200	900	(700)
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	3,131	(2,443)
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	1,800	(1,400)
52-00-4460.03	SEWER INSPECT - HERITAGE HILLS	1,000	600	600	400	200
52-00-4800	INTEREST INCOME	832	200	200	3,146	(2,946)
52-00-4900	OTHER REVENUE	184	200	200	304	(104)
52-00-4994	TRANSFER FROM UTILITY TAX	59,000	59,000	59,000	59,000	-
	** TOTAL REVENUE	406,397	408,120	408,120	430,693	(22,573)

VILLAGE OF MAPLE PARK - BUDGET REPORT
May 1, 2017 - April 30, 2018

	FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Mar 18	Actual Totals for May 17 - Mar 18	Variance to Budget
10 - WATER DIVISION EXPENDITURES					
52-10-5010 WAGES	23,843	23,080	23,080	22,105	976
52-10-5020 SOCIAL SECURITY EXPENSE	2,007	1,922	1,922	1,866	56
52-10-5030 PENSION EXPENSE	670	685	685	717	(32)
52-10-5040 EMPLOYEE MEDICAL INSURANCE	2,040	2,040	2,040	2,107	(67)
52-10-5100 GENERAL SUPPLIES	98	400	400	185	215
52-10-5105 METERS	1,415	1,496	1,496	5,780	(4,284)
52-10-5110 CHEMICALS	14,775	15,000	15,000	11,522	3,478
52-10-5120 POSTAGE	866	2,000	2,000	951	1,049
52-10-5250 GASOLINE & FUEL	1,238	1,500	1,500	1,265	235
52-10-5320 ENGINEERING	170	-	-	-	-
52-10-5330 LEGAL EXPENSE	153	250	250	22	228
52-10-5335 TEST EXPENSE	2,150	3,000	3,000	2,287	713
52-10-5375 ADMINISTRATIVE SERVICE CHARGE	16,250	16,250	16,250	16,250	-
52-10-5390 OTHER PROFESSIONAL SERVICES	13,600	15,500	15,500	15,000	500
52-10-5550 SOFTWARE EXPENSE	947	1,000	1,000	975	25
52-10-5600 MAINTENANCE & REPAIR	5,013	10,000	10,000	16,613	(6,613)
52-10-5700 TELEPHONE	639	600	600	674	(74)
52-10-5730 UTILITIES	16,149	18,000	18,000	17,323	677
52-10-5740 JULIE LOCATES	88	100	100	218	(118)
52-10-5870 IEPA LOAN - PRINCIPAL	49,380	50,710	50,710	50,710	-
52-10-5880 IEPA LOAN - INTEREST	9,520	8,370	8,370	8,186	184
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	10,932	269
52-10-5900 OTHER EXPENSE	374	500	500	308	192
** TOTAL WATER EXPENDITURES	198,224	209,508	209,508	211,898	(2,390)
20 - SEWER DIVISION EXPENDITURES					
52-20-5010 WAGES	20,918	23,080	23,080	22,105	975
52-20-5020 SOCIAL SECURITY EXPENSE	1,760	1,922	1,922	1,869	53
52-20-5030 PENSION EXPENSE	670	685	685	717	(32)
52-20-5040 EMPLOYEE MEDICAL INSURANCE	2,040	2,040	2,040	2,107	(67)
52-20-5100 GENERAL SUPPLIES	98	250	250	199	51
52-20-5110 CHEMICALS	-	250	250	-	250
52-20-5120 POSTAGE	640	600	600	538	62
52-20-5250 GASOLINE & FUEL	482	750	750	492	258
52-20-5330 LEGAL EXPENSE	66	250	250	22	228
52-20-5335 TEST EXPENSE	2,298	1,600	1,600	892	708
52-20-5375 ADMINISTRATIVE SERVICE CHARGE	16,250	16,250	16,250	16,250	-
52-20-5390 OTHER PROFESSIONAL SERVICES	13,500	15,000	15,000	15,000	-
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	10,000	3,009	6,991
52-20-5700 TELEPHONE	1,206	1,200	1,200	1,259	(59)
52-20-5730 UTILITIES	13,124	11,000	11,000	12,070	(1,070)
52-20-5740 JULIE LOCATES	88	100	100	218	(118)
52-20-5870 IEPA LOAN - PRINCIPAL	56,196	57,817	57,817	57,816	1
52-20-5880 IEPA LOAN - INTEREST	2,961	2,091	2,091	1,318	773
52-20-5900 OTHER EXPENSE	224	200	200	149	51
52-20-5900.07 GRAND POINTE ESCROW LOSS (NPDES)	-	-	-	34,000	(34,000)
** TOTAL SEWER EXPENDITURES	135,985	148,586	148,586	173,504	(24,918)
TOTAL WATER & SEWER FUND EXPENDITURES	334,209	358,093	358,093	385,402	(27,309)
WATER & SEWER FUND NET INCOME/LOSS	72,188	50,027	50,027	45,291	4,735

VILLAGE OF MAPLE PARK - BUDGET REPORT
May 1, 2017 - April 30, 2018

		FY 2017 Actuals	FY 2018 Budget	Budget May 17 - Mar 18	Actual Totals for May 17 - Mar 18	Variance to Budget
54 - WATER IMPROVEMENT ACCOUNT						
REVENUES						
54-00-4171	ALLOCATION OF WATER REVENUE	12,428	13,000	13,000	12,865	135
54-00-4650.02	IMPACT FEES - SQUIRE'S CROSSING	9,175	6,254	6,254	28,074	(21,820)
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	50	1,669	(1,619)
54-00-4994	TRANSFER FROM UTILITY TAX FUND	11,778	11,911	11,911	-	11,911
	** TOTAL REVENUE	44,170	41,721	41,721	49,475	(7,754)
EXPENDITURES						
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	1,183	102
54-00-8210	CAMERA SYSTEM	8,517	-	-	-	-
54-00-8211	WATER READER UPGRADE	-	1,000	1,000	850	150
	** TOTAL EXPENDITURES	20,209	12,911	12,911	12,659	252
	WATER IMPROVEMENT NET INCOME/LOSS	23,961	28,810	28,810	36,816	(8,006)

56 -SEWER IMPROVEMENT ACCOUNT						
REVENUES						
56-00-4181	ALLOCATION OF SEWER REVENUE	12,287	13,000	13,000	12,741	259
56-00-4650.02	IMPACT FEES - SQUIRE'S CROSSING	10,300	7,004	7,004	31,449	(24,445)
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	125	2,599	(2,474)
	** TOTAL REVENUE	33,714	30,635	30,635	53,656	(23,021)
EXPENDITURES						
56-00-5600	MAINTENANCE & REPAIR	-	-	-	17,200	(17,200)
56-00-8210	CAMERA SYSTEM	2,929	-	-	-	-
	** TOTAL EXPENDITURES	2,929	-	-	17,200	(17,200)
	SEWER IMPROVEMENT NET INCOME/LOSS	30,784	30,635	30,635	36,456	(5,821)

70 - SCHOOL LAND CASH FUND						
REVENUES						
70-00-4100.02	SCHOOL CONTRIBUTION - SQUIRE'S CROSSING	9,600	-	-	28,800	(28,800)
70-00-4100.03	SCHOOL CONTRIBUTION - HERITAGE HILLS	11,000	11,000	11,000	4,400	6,600
70-00-4100.99	SCHOOL CONTRIBUTIONS RECLASSIFIED	(20,600)	(11,000)	(11,000)	(33,200)	22,200
	** TOTAL REVENUE	-	-	-	-	-
EXPENDITURES						
70-00-5930	PAYMENT TO SCHOOLS	-	-	-	-	-
	** TOTAL EXPENDITURES	-	-	-	-	-
	SCHOOL LAND CASH NET INCOME/LOSS	-	-	-	-	-

GRAND TOTAL REVENUE	1,403,233	1,375,062	1,375,062	1,603,012	(227,949)
GRAND TOTAL EXPENSES	1,283,921	1,261,015	1,261,015	1,438,724	(177,709)
GRAND TOTAL NET INCOME / LOSS	119,312	114,048	114,048	164,288	(50,240)

Estimated Cash Balances for June 30, 2018

	06/01/18 Balance	Misc	Transfers & Deposits	Manual Checks and Tax Pymts	Payroll	06/30/18 Check Run	Estimated 06/30/18 Balance	
Old Second Checking	158,015.25	(1,000.00)	132,988.52	(9,963.55)	(18,306.85)	(17,606.77)	244,126.60	N/A
First Midwest	247,620.88						247,620.88	N/A
TIF Funds	41,964.34		18,378.54				60,342.88	N/A
Illinois Funds	988,305.87		27,381.14				1,015,687.01	N/A
First Midwest CD	250,863.01						250,863.01	1.00%
	1,686,769.35	(1,000.00)	178,748.20	(9,963.55)	(18,306.85)	(17,606.77)	1,818,640.38	

Estimated Fund Balance
through April 30, 2018

	Beginning Balance	Revenues	Expenditures	Ending Balance	Est Balance Budget	Better/(Worse)
General Fund	\$162,800	\$712,857	\$732,604	\$143,053	\$148,985	(5,932)
Other Funds:						
Utility Tax Fund	512,813	94,658	102,576	504,895	504,747	148
TIF District Fund	-	47,380	11,087	36,293	26,756	9,537
Road & Bridge Fund	36,701	45,689	43,082	39,308	18,763	20,545
Motor Fuel Tax Fund	73,252	34,489	-	107,741	107,348	393
Totals	622,766	222,216	156,745	688,237	657,614	30,623
Water & Sewer Funds						
Water & Sewer Operating Fund	313,375	430,693	385,402	358,666	368,223	(9,557)
Water Improvement Fund	131,533	49,475	12,659	168,349	156,870	11,479
Sewer Improvement Fund	268,451	53,656	17,200	304,907	295,059	9,848
Totals	713,359	533,824	415,261	831,922	820,152	11,770
Village Totals	\$1,498,925	\$1,468,897	\$1,304,610	\$1,663,212	\$1,626,751	36,461

Village of Maple Park
Water & Sewer Departments
As of April 30, 2018

Water Pumped to Billed Statistics

Months	Gallons Pumped	Gallons Billed	% Pumped to Billed	Target* % Pump to Billed	% Variance
March / April 2018 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up -Water Leak	5,335.50 (11.99) (201.20) (15.20) (8.40) (15.00) 5,083.72	3,940.58	77.51%	90.00%	-12.49%
January / February 2018 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up -Water Leak	5,152.00 (12.98) (220.60) (15.20) (8.40) (15.00) 4,879.83	4,107.09	84.16%	90.00%	-5.84%
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 -09/28/17 - 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	4,090.00	85.11%	90.00%	-4.89%

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

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June 19, 2018



**Occupational Health Services
VILLAGE OF MAPLE PARK**

DOT SERVICES

DOT NEW EXAM (INCL 5 PANEL DRUG)	\$125
DOT RECERT EXAM	\$77

DRUG TEST SERVICES

ANY NON-DOT DRUG TEST	\$38
DOT DRUG SCREEN	\$48
ALCOHOL BREATH TEST – (EBT)	\$35

PRE EMPLOYMENT

PRE EMPLOYMENT EXAM	\$55
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*Prices subject to change without notice.

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MEDICAL AUTHORIZATION

Patient's Name: _____ Today's Date: ____/____/____

Employer Name: _____ Phone: (____) _____

Authorized By: _____ Authorization Expires: ____/____/____
(Print Name)

WORK-RELATED INJURY

- ☐ Work injury treatment ☐ Consult to determine compensability Body part: _____
(Evaluation for cause of injury)

EVALUATIONS & PHYSICALS

- | | |
|---|--|
| <input type="checkbox"/> Pre-Placement / Post-Offer:
<input type="checkbox"/> Office
<input type="checkbox"/> Factory
<input type="checkbox"/> Other: _____
<input type="checkbox"/> Annual / Periodic Exam
<input type="checkbox"/> Respirator Clearance Exam | <input type="checkbox"/> Respirator Fit Testing
<input type="checkbox"/> Fitness for Duty Evaluation
<input type="checkbox"/> Annual School Bus Driver
<input type="checkbox"/> DOT Exam: <input type="checkbox"/> New Certification <input type="checkbox"/> Recertification
<input type="checkbox"/> Other: _____
(Please complete if item is not listed) |
|---|--|

DRUG & ALCOHOL SCREENING

Non-NIDA* / Non-Department of Transportation

- | Drug | Alcohol |
|---|---|
| <input type="checkbox"/> Pre-Employment | <input type="checkbox"/> Evidential Breath Test (EBT) |
| <input type="checkbox"/> Random | |
| <input type="checkbox"/> Follow-up | |
| <input type="checkbox"/> Reasonable Suspicion | |
| <input type="checkbox"/> Return to Duty | |
| <input type="checkbox"/> Post-Accident | |
| <input type="checkbox"/> Hair Follicle Drug | |
| <input type="checkbox"/> Rapid | |
| <input type="checkbox"/> Other: _____ | |

NIDA* / Department of Transportation

- | Drug | Alcohol |
|---|---|
| <input type="checkbox"/> Pre-Employment | <input type="checkbox"/> Evidential Breath Test (EBT) |
| <input type="checkbox"/> Random | <input type="checkbox"/> Random |
| <input type="checkbox"/> Follow-up | <input type="checkbox"/> Follow-up |
| <input type="checkbox"/> Reasonable Suspicion | <input type="checkbox"/> Reasonable Suspicion |
| <input type="checkbox"/> Return to Duty | <input type="checkbox"/> Return to Duty |
| <input type="checkbox"/> Post-Accident | <input type="checkbox"/> Post-Accident |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

OTHER SERVICES

- ☐ Audiogram
☐ Tuberculosis (TB) Test
☐ Hepatitis B Vaccine
☐ Other: _____
☐ Other: _____
☐ Other: _____

Locations listed on back.

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VILLAGE OF MAPLE PARK

ORDINANCE NO. 2018-15

**AN ORDINANCE PROVIDING FOR THE REGULATION OF AND APPLICATION
FOR SMALL WIRELESS FACILITIES**

**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 2018-15

AN ORDINANCE PROVIDING FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the Act), which becomes effective on June 1, 2018; and

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

WHEREAS, the Village is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with State and federal law; and

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities.

NOW, THEREFORE, be it ordained by the corporate authorities of the Village of Maple Park as follows:

Section 1. Purpose and Scope.

Purpose. The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the Village's jurisdiction, or outside the rights-of-way on property zoned by the Village exclusively for commercial or industrial use, in a manner that is consistent with the Act.

Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

Section 2. Definitions.

For the purposes of this Ordinance, the following terms shall have the following meanings:

Antenna – communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

Applicant – any person who submits an application and is a wireless provider.

Application – a request submitted by an applicant to the Village for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

Collocate or collocation – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Communications service – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

Communications service provider – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC – the Federal Communications Commission of the United States.

Fee – a one-time charge.

Historic district or historic landmark – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the Village pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Law – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

Micro wireless facility – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Municipal utility pole – a utility pole owned or operated by the Village in public rights-of-way.

Permit – a written authorization required by the Village to perform an action or initiate, continue, or complete a project.

Person – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public safety agency – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

Rate – a recurring charge.

Right-of-way – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include Village-owned aerial lines.

Small wireless facility – a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Utility pole – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wireless facility – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the Village.

Wireless provider – a wireless infrastructure provider or a wireless services provider.

Wireless services – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider – a person who provides wireless services.

Wireless support structure – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

Section 3. Regulation of Small Wireless Facilities.

Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

Permit Required. An applicant shall obtain one or more permits from the Village to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

- (1) **Application Requirements.** A wireless provider shall provide the following information to the Village, together with the Village's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:
 - a. Site-specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
 - g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

(2) Application Process. The Village shall process applications as follows:

- a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
- b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the Village fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the Village fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- d. The Village shall deny an application which does not meet the requirements of this Ordinance.

If the Village determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The Village shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the

documentation to the applicant on or before the day the Village denies an application.

The applicant may cure the deficiencies identified by the Village and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The Village shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the application to submit a new application with applicable fees, and recommencement of the Village's review period.

The applicant must notify the Village in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a Master Pole Attachment Agreement, provided by the Village for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

- (3) Completeness of Application. Within 30 days after receiving an application, the Village shall determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. An application shall be deemed complete if the Village fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the Village's permit application form are submitted by the applicant to the Village.

Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the applicant provides the missing information.

- (4) Tolling. The time period for applications may be further tolled by:

- a. An express written agreement by both the applicant and the Village; or
- b. A local, State or federal disaster declaration or similar emergency that causes the delay.

- (5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the Village may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The Village may issue separate permits for each collocation that is approved in a consolidated application.

- (6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable Village codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable Village code provisions or regulations in effect at the time of renewal.

- (7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the Village by personal delivery at the Village's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

Collocation Requirements and Conditions.

- (1) Public Safety Space Reservation. The Village may reserve space on municipal utility poles for future public safety uses, for the Village's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the Village reasonably determines that the municipal utility pole cannot accommodate both uses.
- (2) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- (3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent

with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The Village may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- (4) The wireless provider shall not collocate small wireless facilities on Village utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Village utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- (5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.
- (6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in a Village ordinance, written policy adopted by the Village, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.
- (7) Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the Village may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the Village, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- (8) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the Village, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the Village, provided the Village may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
 - b. 45 feet above ground level.
- (9) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a Variance in conformance with procedures, terms and conditions set forth in the Maple Park Zoning Code.
- (10) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the Village and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- (11) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.
- (12) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.
- (13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the Village grants an extension in writing to the applicant.

Application Fees. Application fees are imposed as follows:

- (1) Applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
- (2) Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- (3) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
- (4) The Village shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
 - a. routine maintenance;
 - b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or
 - c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
- (5) Wireless providers shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

- (1) property owned by a private party or property owned or controlled by the Village or another unit of local government that is not located within rights-of-way, or a privately-owned utility pole or wireless support structure without the consent of the property owner;
- (2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
- (3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the

rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

Pre-Existing Agreements. Existing agreements between the Village and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on Village utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted to the Village before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the Village on the effective date of the Act may accept the rates, fees and terms that the Village makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the Village that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the Village's utility poles pursuant to applications submitted to the Village before the wireless provider provides such notice and exercises its option under this paragraph.

Annual Recurring Rate. A wireless provider shall pay to the Village an annual recurring rate to collocate a small wireless facility on a Village utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the Village utility pole.

If the Village has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the Village notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the Village may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the Village if it sells or transfers small wireless facilities within the jurisdiction of the Village. Such notice shall include the name and contact information of the new wireless provider.

Section 4. Dispute Resolution.

The Circuit Court of Kane or DeKalb County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

Section 5. Indemnification.

A wireless provider shall indemnify and hold the Village harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Village improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act.

A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Village or its employees or agents. A wireless provider shall further waive any claims that they may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

Section 6. Insurance.

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

- (i) property insurance for its property's replacement cost against all risks;
- (ii) workers' compensation insurance, as required by law;
- OR
- (iii) commercial general liability insurance with respect to its activities on the Village improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of Village improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the

Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

Section 7. Severability.

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 8. Effective Date.

This Ordinance shall be in full force and effect on July 13, 2018.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois this 5th day of June, 2018, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by the Village President and attested by the Village Clerk this _____ day of _____, 2018.

ATTEST:

Kathleen Curtis, Village President

Elizabeth Peerboom, Village Clerk

MODEL MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (Agreement) made this ____ day of _____, 2018, between the Village of Maple Park, with its principal offices located at 302 Willow Street, Maple Park, IL, 60151, hereinafter designated LICENSOR and _____, with its principal offices at _____, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Section 2 of the Small Wireless Facilities Deployment Ordinance (Ordinance No. 2018-15, as now or hereafter amended) shall have the meaning provided therein; and

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable.

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle-Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) **PREMISES.** Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.
- 2) **PERMIT APPLICATION.** For each small wireless facility, LICENSEE shall submit an application to LICENSOR for permit that includes:
 - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment types and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f) Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.
 - g) The application fee due.
- 3) **APPLICATION FEES.** Application fees are subject to the following requirements:
 - a) LICENSEE shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
 - b) LICENSEE shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.

- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

4) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond 10 feet of the poles existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of 8 feet from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.

- f) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by the Maple Park Village Code, as now or hereafter amended.
- g) LICENSEE shall comply with all the terms and conditions of Maple Park RIGHT-OF-WAY ORDINANCE, as now or hereafter amended in regards to construction of utility facilities.
- h) LICENSEE shall comply with requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall comply with applicable spacing requirements in the Maple Park Village Code, as now or hereafter amended concerning the location of ground-mounted equipment located in the right-of-way. *(NOTE: the requirements must include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.)*
- j) LICENSEE shall comply with Maple Park Village Code, as now or hereafter amended concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, if any. *(NOTE the requirements must include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.)*
- k) LICENSEE shall comply with Maple Park Village Code, as now or hereafter amended for construction and public safety in the right-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations, and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with Village Code, as now or hereafter amended for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- m) LICENSEE shall comply with the Maple Park Village Code, as now or hereafter amended] that concern public safety.
- n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and

skilled in accordance with all applicable industry and governmental standards and regulations.

- o) LICENSEE shall comply with Village Code for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR adopted by LICENSOR, LICENSOR's most updated and current comprehensive plan, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.
- p) LICENSOR requires the following design or concealment measures in a historic district or historic landmark:

[INSERT DESIGN AND CONCEALMENT STANDARDS]

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any LICENSEE's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit LICENSOR's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

5) APPLICATION PROCESS. LICENSOR shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within 90 days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance 2018-15.
- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within 120 days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance 2018-15, as now or hereafter amended.
- c) LICENSOR shall approve an application unless the application does not meet the requirements of Ordinance 2018-15, as now or hereafter amended.

- d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the Requirements of Ordinance 2018-15 require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within 30 days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.
- e) COMPLETENESS OF APPLICATION. Within 30 days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant with 30 days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the applicant to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.
- f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
- g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.
- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete

installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.

- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of five (5) years, and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in Ordinance No. 2018-15, as now or hereafter amended. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.
- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.
- 10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the LICENSEE must remove the small wireless facility within 90 days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within 90 days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than 30 days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within 60 days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.
- 12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense.
- 13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in Ordinance No. 2018-15, as amended. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
- 14) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.
- 15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location

("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either:

(i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR);

OR

(ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.

17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.

18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that

such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

19) **INSURANCE.** LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance:

- i. property insurance for its property's replacement cost against all risks;
- ii. workers' compensation insurance, as required by law; or
- iii. commercial general liability insurance with respect to its activities on LICENSOR improvements or rights-of-way to afford minimum protection limits consistent with requirements of other users of LICENSOR improvements or rights-of-way, including coverage for bodily injury and property damage. LICENSEE agrees that at its own cost and expense, LICENSEE will maintain general liability insurance with limits not less than \$1,000,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000,000 for damage or destruction to property in any one occurrence. LICENSEE shall include LICENSOR as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of LICENSOR in a commercial general liability policy.

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE'S financial ability to self-insure the insurance coverage and limits required by LICENSOR.

20) **INDEMNIFICATION.** LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

21) **REMOVAL AT END OF TERM.** LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted.

LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

- 22) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.
- 23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:

Village:
Address:
City, State Zip:

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

COPY TO:

Address:
City, State Zip:

Kevin Snick, Retained Attorney/Corporation Counsel
2040 Aberdeen Court
Sycamore, IL 60178

LICENSEE:

Name:
Company:
Address:
City, State Zip:

COPY TO:

Name:
Company:
Address:
City, State Zip:

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.
- 25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to 90 days based on circumstances.
- 26) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.
- 27) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).
- 28) BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of \$10,000 per small wireless facility to guarantee the safe and

efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition if LICENSEE fails to do so.

29) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.

30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

31) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

Village of Maple Park, an Illinois Municipal Corporation

BY: _____
Name: _____
Title: Village President
Date: _____

LICENSEE:

BY: _____
Name: _____
Title: _____
Date: _____

AFT

EXHIBIT "A"
LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this ____ day of _____, _____, between the Village of Maple Park whose principal place of business is located at 302 Willow Street, Maple Park, Illinois, (LICENSOR), and _____, whose principal place of business is _____ (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Maple Park and _____, dated _____, 20____, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement (note – Supplement should govern because there may be some site-specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms) shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by Licensor is located at _____. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
4. **Consideration.** Rent under this Supplement shall be \$200.00 per year, payable to LICENSOR at 302 Willow Street, P.O. Box 220, Maple Park, IL, 60151. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

Village of Maple Park, an Illinois Municipal Corporation

BY: _____
Name: _____
Title: Village President
Date: _____

LICENSEE

BY: _____
Name: _____
Title: _____
Date: _____

R

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EXHIBIT 1
Premises
(see attached site plans)

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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>

SMALL WIRELESS FACILITIES PERMIT APPLICATION

APPLICANT INFORMATION

Applicant Name:

Date:

Applicant is a: ☐ Carrier/Wireless Provider ☐ Representative ☐ Other:

Company Name:

Address:

City:

State:

ZIP Code:

Phone:

Email:

PROPOSED SITE LOCATION

Property Address:

City:

State:

ZIP Code:

Closest Intersection (Distance and Direction From:

EXISTING POLE/STRUCTURE INFORMATION

New Pole/Structure/Construction? ☐ Yes ☐ No

Pole/Structure ID #:

Height of Pole/Structure(feet):

Pole Color:

Existing Attachment(s): on Pole Structure? (e.g. banners, light fixtures) ☐ Yes ☐ No

Existing Structure Owner:

Structure Owner Representative:

Address:

City:

State:

ZIP Code:

Phone:

Email:

Fax:

PROPERTY OWNER INFORMATION

In the even that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village of Maple Park, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed co-location. Permission has been granted by property owner? ☐ Yes ☐ No

Name:

Address:

City:

State:

ZIP Code:

Phone:

Email:

APPLICATION REQUIREMENTS

The following requirements must be attached to or included for the Application to be complete:

- ☐ Application Fees
- ☐ Site specific integrity, AND for municipal utility pole ☐ Make ready analysis prepared by a structural engineer
- ☐ The location where each proposed small wireless facility or utility pole would be installed
- ☐ Photographs of the proposed site location and its immediate surroundings
- ☐ Specifications and drawings prepared by a structural engineer for each proposed wireless facility
- ☐ The equipment types and model numbers for the antennas and all other wireless equipment associated with the small wireless facility
- ☐ A proposed schedule for the installation and completion of each small wireless facility, if approved
- ☐ Proof of permission granted by property owner, if existing pole is not owned by the Village of Maple Park

ATTESTATION, ACKNOWLEDGEMENT AND SIGNATURE

I attest to the best of my knowledge and belief, that the information stated in this application and in all supporting plans and documents is true and accurate. To the best of my knowledge, I certify that the proposed collocation complies with the terms of the "Collocation Requirements and Conditions" section of the Village's Small Wireless Facility Deployment Ordinance.

Signature of Applicant:

Date:

FOR ADMINISTRATION USE ONLY

Date Application was Submitted:

Application is: ☐ Complete ☐ Incomplete

If incomplete, date the Applicant was notified:

Missing documents or information:

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

ORDINANCE NO. 2018-16

**AN ORDINANCE AUTHORIZING AGGREGATION
OF ELECTRICAL LOAD**

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

DRAFT

ORDINANCE 2018-16

**ORDINANCE AUTHORIZING AGGREGATION
OF ELECTRICAL LOAD**

Recitals

WHEREAS, The Illinois Power Agency Act, Chapter 20, Illinois Compiled Statutes, Act 3855, added Section 1-92 entitled Aggregation of Electrical Load by Municipalities and Counties (hereinafter referred to as the "Act").

WHEREAS, Under the Act, the Village may operate the aggregation program under the Act as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act.

WHEREAS, The Village submitted the question in a referendum on March 20, 2012, and a majority of the electors voting on the question voted in the affirmative.

WHEREAS, The corporate authorities hereby find that it is in the best interest of the Village to operate the aggregation program under the act as an opt-out program and to implement the program according to the terms of the Act.

WHEREAS, The Act requires that prior to the implementation of an opt-out electrical aggregation program by the Village, the Village must adopt an electrical power aggregation plan of operation and governance and hold not less than two (2) public hearings.

WHEREAS, The Village held the required Public Hearings for the Electric Power Aggregation Plan of Operation and Governance on April 17, 2012 and May 1, 2012 and provided the required public notice.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, DEKALB AND KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section One: The Corporate Authorities of the Village find that the recitals set forth above are true and correct.

Section Two: The Corporate Authorities of the Village find and determine that it is in the best interest of the Village to operate the electric aggregation program under the Act as an opt-out program.

Section Three:

A. The Corporate Authorities of the Village hereby are authorized to aggregate in accordance with the terms of the Act residential and small commercial retail electrical loads located within the corporate limits of the Village, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.

B. The Corporate Authorities of the Village are granted the authority to exercise such authority jointly with any other municipality or county and, in combination with

two or more municipalities or counties, may initiate a process jointly to authorize aggregation by a majority vote of each particular municipality or county as required by the Act.

C. The Aggregation Program for the Village shall operate as an opt-out program for residential and small commercial retail customers with a single rate for all customer classes.

D. The Aggregation Program shall be approved by a majority of the members of the Corporate Authority of the Village.

E. The Corporate Authorities of the Village with the assistance from the Illinois Power Agency and Progressive Energy Group have develop a plan of operation and governance for the Aggregation Program and have conducted such public hearings and provide such public notice as required under the Act. The Load Aggregation Plan shall provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers, shall describe demand management and energy efficiency services to be provided to each class of customers and shall meet any requirements established by law concerning aggregated service offered pursuant to the Act.

F. As an opt-out program, the Corporate Authorities of the Village shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program. The disclosure and information provided to the customers shall comply with the requirements of the Act.

G. The electric aggregation shall occur automatically for each person owning, occupying, controlling, or using an electrical load center proposed to be aggregated in the corporate limits of the Village, subject to a right to opt-out of the program as described under this ordinance and the Act.

H. The Corporate Authorities hereby grant the Village President or her designee in writing the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the Village with the following limitations:

- A term no longer than 36 months.
- Winning electric supplier must utilize ComEd as the billing/invoicing agent.
- The contract contains no early termination fees.
- Village is to be reimbursed for ComEd program fees and legal fees.

Section Four: This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

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 this ____ day of _____, 2018.

Kathleen Curtis, Village President

(S&A)

ATTEST:

Elizabeth Peerboom, CMC, Village Clerk

D A

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

I further certify that on the ____ day of _____, 2018, the Board of Trustees of the Village of Maple Park passed and approved Ordinance 2018-16, entitled “ORDINANCE AUTHORIZING AGGREGATION OF ELECTRICAL LOAD.”

Dated at Maple Park, Illinois, this 10 day of February, 2018.

Elizabeth Peerboom, CMC, Village Clerk