



Village of Maple Park

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

Village Hall: 815-827-3309

Fax: 815-827-4040

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

BOARD OF TRUSTEES MEETING AGENDA TUESDAY, OCTOBER 2, 2018

7 p.m.

MAPLE PARK CIVIC CENTER
302 WILLOW STREET, MAPLE PARK

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPOINTMENT OF SUZANNE FAHNESTOCK TO COMPLETE THE TERM OF TRUSTEE LUKE GOUCHER
4. ROLL CALL/QUORUM ESTABLISHED
5. 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.*
6. MOTION TO APPROVE CONSENT AGENDA / ADDITIONS-DELETIONS

CONSENT AGENDA – OMNIBUS VOTE

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

- a) Approval of Board Minutes
 - Board Meeting – September 4, 2018
- b) Receive and File
 - None

c) Acceptance of Cash and Investment Report as of August 31, 2018

d) Approval of Bills Payable and Manual Check Register #772

ACCOUNTS PAYABLE:	<u>\$40,471.88</u>
MANUAL CHECKS:	<u>3,839.07</u>
TOTAL:	<u>\$44,310.95</u>

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

- None

7. FINANCIAL REPORT

8. LEGAL REPORT

9. POLICE DEPARTMENT REPORT

10. PUBLIC WORKS REPORT

11. ENGINEERING REPORT

12. COMMITTEE REPORTS

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

13. OLD BUSINESS

None.

14. NEW BUSINESS

A. MOTIONS

None.

B. ORDINANCES

None.

C. RESOLUTIONS

1. RESOLUTION 2018-16 LIBRARY LEASE

AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT WITH THE MAPLE PARK PUBLIC LIBRARY DISTRICT

This resolution and lease agreement were discussed at the Finance Committee and the consensus was to offer the Maple Park Library District a five (5) year lease agreement with no rent increase for the life of the agreement.

2. RESOLUTION 2018-16 ISP FORENSICS AGREEMENT

AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF MAPLE PARK (PARTICIPATING AGENCY) AND THE ILLINOIS STATE POLICE, DIVISION OF FORENSIC SERVICES (DFS).

This resolution and agreement allows the Police Department to enter into an agreement to use the Illinois State Police Forensics Services.

15.VILLAGE PRESIDENT REPORT

16.TRUSTEE REPORTS

17.ADJOURNMENT



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BOARD OF TRUSTEES MEETING MINUTES

TUESDAY, SEPTEMBER 4, 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 Bart Shaver, Trustee Kristine Dalton, Trustee Chris Higgins. Absent: Trustee Brandon Harris (arrived late), Trustee Luke Goucher.

Others present: Village Attorney Kevin Buick, Village Accountant Cheryl Aldridge, Police Chief Dean Stiegemeier, 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.*

John Peloso, HD Rockers, said he would like the Board to consider allowing the bars to remain open until 1 a.m. for Fun Fest.

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 – August 7, 2018

b) Receive and File

- Personnel Committee – August 21, 2018, July 17, 2018
- Finance Committee – July 24, 2018, July 26, 2018

- c) Acceptance of Cash and Investment Report as of July 31, 2018
- d) Approval of Bills Payable and Manual Check Register #771

ACCOUNTS PAYABLE:	<u>\$42,077.01</u>
MANUAL CHECKS:	<u>14,365.13</u>
TOTAL:	<u>\$56,442.14</u>

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

Kane County Chiefs of Police Association – Monthly Luncheon Meeting on July 19, 2018, \$15 for E. Dean Stiegemeier, Police Chief (included as a reimbursement to E. Dean Stiegemeier on August 7, 2018 warrant list).

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

6. FINANCIAL REPORT

No questions for the Financial Report.

7. LEGAL REPORT

No questions for the Legal Report.

8. POLICE DEPARTMENT REPORT

Kathy thanked Chief Stiegemeier for keeping Fun Fest safe.

9. PUBLIC WORKS REPORT

Public Works Director Mike Miller was absent.

10. ENGINEERING REPORT

Village Engineer Jeremy Lin was absent, but President Curtis advised that Mr. Lin expects the sample results for the media in 10 days, then he will schedule the rest of the installation.

11. COMMITTEE REPORTS

- Personnel & Communications – JP Dries, Chair

Trustee Dries advised that the Personnel is caught up on their outstanding tasks, but will hold a meeting this month to go over other items.

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

No report, as Trustee Goucher was absent.

- Infrastructure – Brandon Harris, Chair

No report.

12. OLD BUSINESS

None.

13. NEW BUSINESS

A. MOTIONS

None.

B. ORDINANCES

ORDINANCE 2018-17 PUBLIC WORKS DIRECTOR

AN ORDINANCE AMENDING TITLE 1 “ADMINISTRATION,” CHAPTER 6 “VILLAGE OFFICERS AND EMPLOYEES,” SECTION 1-6-13 “HINDERING OFFICERS OR EMPLOYEES,” ARTICLE D. “BUILDING INSPECTOR,” AND ARTICLE E. “VILLAGE PLANNER”

This ordinance amends the code to change the scope of the Public Works Director position to include Building Inspector and Village Planner.

President Curtis advised that this item will be deferred to the October meeting so that the Village Attorney can make changes to the ordinance.

Trustee Harris arrived at 7:06 p.m.

C. RESOLUTIONS

RESOLUTION 2018-14 REFUSE CONTRACT

AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A FIVE-YEAR CONTRACT WITH WASTE MANAGEMENT BEGINNING FEBRUARY 1, 2019 THROUGH JANUARY 31, 2024.

This was put out for bid and the bid opening was August 21, 2018. This contract will lower the cost of refuse collection for residents in Maple Park and will include e-waste collection.

Trustee Dries made a motion to approve Resolution 2018-14, An Ordinance “AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A FIVE-YEAR CONTRACT WITH WASTE MANAGEMENT BEGINNING FEBRUARY 1, 2019 THROUGH JANUARY 31, 2024,” seconded by Trustee Harris.

Trustee Dalton had some questions for Vaughn Kuerschner from Waste Management. Once Mr. Kuerschner answered those questions, Trustee Dalton said she was satisfied.

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

14. VILLAGE PRESIDENT REPORT

No report.

15. TRUSTEE REPORTS

No report.

16. EXECUTIVE SESSION

A. 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.

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

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

Trustee Dries made a motion to go into executive session for the purposes of discussion 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,” and for the purpose of the Review of Closed Session Minutes 5 ILCS 120/2(c)(21), “the Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by

Section 2.06,” seconded by Trustee Shaver. Motion carried by roll call vote. Aye: Dalton, Higgins, Shaver, Dries, Harris. Nay: None. Absent: Goucher.

Meeting closed to the public at 7:14 p.m.

Meeting reopened to the public at 8:01 p.m.

17. MATTERS REFERRED FROM EXECUTIVE SESSION

A. MOTION TO APPROVE AN OFFER OF EMPLOYMENT FOR PUBLIC WORKS DIRECTOR

Trustee Dries made a motion to approve an offer of employment to Lou Larson for Public Works Director, seconded by Trustee Harris. Motion carried by roll call vote. Aye: Higgins, Shaver, Dries, Harris. Nay: Dalton. Absent: Goucher. (4-1-1)

B. APPROVAL OF CLOSED SESSION MEETING MINUTES

- July 3, 2018

Trustee Dries made a motion to approve the meeting minutes from July 3, 2018, seconded by Trustee Shaver. Motion carried by roll call vote. Aye: Shaver, Dries, Harris, Dalton, Higgins. Nay: None. Absent: Goucher. (5-0-1)

Trustee Harris made a motion to open the July 3, 2018 closed session meeting minutes to the public, seconded by Trustee Dries. Motion carried by roll call vote. Aye: Dries, Harris, Dalton, Higgins, Shaver. Nay: None. Absent: Goucher.

C. RESOLUTION 2018-15

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

This resolution allows the Village Clerk to destroy audio recordings of the closed session meetings of 7-5-16, 8-2-16, and 9-6-16, as provided by law.

Trustee Higgins made a motion to approve Resolution 2018-15 “A Resolution authorizing the destruction of audio recordings of closed session meetings from 7-5-16, 8-2-16, and 9-6-16, as proved by law, seconded by Trustee Harris. Motion carried by roll call vote. Aye: Harris, Dalton, Higgins, Shaver, Dries. Nay: None. Absent: Goucher. (5-0-1)

18. ADJOURNMENT

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

Meeting adjourned at 8:03 p.m.

VILLAGE OF MAPLE PARK, ILLINOIS
Schedule of Cash and Investments
August 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%	-	-	-	(19,718.00)	(19,718.00)
Old Second - TIF Checking Acct	0.00%	-	-	-	-	-
Illinois Public Treasurer's Pool		-	216,600.11	-	-	216,600.11
Total General Fund		-	216,600.11	-	(19,718.00)	196,882.11
Utility Tax Fund						
Old Second - Checking Acct	0.00%	-	-	-	(3,125.16)	(3,125.16)
First Midwest Bank		-	-	248,787.85	-	248,787.85
Old Second - TIF Checking Acct	0.00%	-	-	-	-	-
Illinois Public Treasurer's Pool		-	106,766.49	-	-	106,766.49
First Midwest Bank - CD	1.00%	150,517.81	-	-	-	150,517.81
Total Utility Tax Fund		150,517.81	106,766.49	248,787.85	(3,125.16)	502,946.99
TIF District Fund						
Old Second - Checking Account	0.00%	-	-	-	-	-
Old Second - TIF Checking Acct	0.00%	-	-	-	69,902.62	69,902.62
Total Road & Bridge Fund		-	-	-	69,902.62	69,902.62
Road & Bridge Fund						
Old Second - Checking Account	0.00%	-	-	-	(1,791.71)	(1,791.71)
Illinois Public Treasurer's Pool		-	58,668.50	-	-	58,668.50
Total Road & Bridge Fund		-	58,668.50	-	(1,791.71)	56,876.79
Motor Fuel Tax Fund						
Old Second - Checking Account	0.00%	-	-	-	-	-
Illinois Public Treasurer's Pool		-	116,707.43	-	-	116,707.43
Total Motor Fuel Tax Fund		-	116,707.43	-	-	116,707.43
Water & Sewer Funds						
Operating Accounts						
Old Second - Checking Account		-	-	-	4,317.83	4,317.83
Illinois Public Treasurer's Pool		-	277,217.37	-	-	277,217.37
Total Operating Accounts		-	277,217.37	-	4,317.83	281,535.20
Water Improvement Account						
Old Second - Checking Account	0.00%	-	-	-	2,613.47	2,613.47
Illinois Public Treasurer's Pool		-	176,445.19	-	-	176,445.19
First Midwest Bank - CD	1.00%	10,034.52	-	-	-	10,034.52
Total Water Improvement Accounts		10,034.52	176,445.19	-	2,613.47	189,093.18
Sewer Improvement Account						
Old Second - Checking Account	0.00%	-	-	-	3,727.43	3,727.43
Illinois Public Treasurer's Pool		-	233,362.59	-	-	233,362.59
First Midwest Bank - CD	1.00%	90,310.68	-	-	-	90,310.68
Total Sewer Improvement Accounts		90,310.68	233,362.59	-	3,727.43	327,400.70
Total Water & Sewer Funds		100,345.20	687,025.15	-	10,658.73	798,029.08
Total Village Operating Funds		250,863.01	1,185,767.68	248,787.85	55,926.48	1,741,345.02
Escrow Funds						
School Land Cash						
Old Second - Checking Account	0.00%	-	-	-	16,000.00	16,000.00
Developer Escrow Fund						
Old Second - Checking Account	0.00%	-	-	-	71,923.88	71,923.88
Total Village Escrow Funds		-	-	-	87,923.88	87,923.88
Total Village Cash & Investments		250,863.01	1,185,767.68	248,787.85	143,850.36	1,829,268.90

SYS DATE:09/27/18

VILLAGE OF MAPLE PARK
A / P W A R R A N T L I S T
REGISTER # 772

SYS TIME:08:46
[NW1]

DATE: 09/27/18

Thursday September 27, 2018

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AMERICAN VACTOR SERVICES 21092	52-20-5600	VACTOR TRUCK & OPERATOR	1750.00	1750.00
01 KEVIN BROWN 09142018	12-00-8413	GORDON FOOD SERVICE REIMBURSEMENT	25.98	25.98
01 MAXINE BRUNS 09162018	01-00-2103	PARK DEPOSIT REFUND	100.00	100.00
01 CASEY'S GENERAL STORES, INC. 08312018	01-10-5900.01	FUN FEST EXPENSES	545.56	5.04
08312018	01-30-5250	GASOLINE		540.52
01 COAST TO COAST SOLUTIONS IVC0087280	01-30-5100	CALENDARS-REPLACES CHECK #21284	238.38	238.38
01 COMMONWEALTH EDISON 0147077192 0818	01-50-5730	STREET LIGHTING	3345.75	203.39
0498142046 0818	52-20-5730	LIFT STATION		97.17
0798152002 0818	52-10-5730	WELL		1226.31
1620026021 0818	52-20-5730	WWTP		805.77
4665155040 0918	01-50-5730	STREET LIGHTING		849.16
5778015012 0818	01-20-5730	HERITAGE HILLS POND		163.95
01 CONSERV FS, INC. 121008367	01-20-5250	GASOLINE	487.91	175.65
121008367	52-10-5250	GASOLINE		175.65
121008367	01-50-5250	GASOLINE		68.31
121008367	52-20-5250	GASOLINE		68.30
01 C.S.R.BOB CAT, INC. 134748	01-10-5900.01	SWEeper RENTAL	700.00	700.00
01 EWORLDINX 1776	01-10-5390	WEBSITE HOSTING FEES	300.00	300.00
01 FOSTER, BUICK, CONKLIN & LUNDG 24129	01-10-5330	SQUIRES CROSSING	1618.75	43.75
24129	01-10-5330	POLK ORDINANCE VIOLATION		306.25
24129	01-10-5330	GENERAL COUNSEL		962.50
24129	01-10-5330	DEMOLITION		218.75
24129	01-10-5330	PARKING TICKET ENFORCEMENT		87.50
01 GOODENOUGH INC. 60764	01-10-5420.02	PLUMBING INSPECTIONS	150.00	100.00
60785	01-10-5420.02	PLUMBING INSPECTION		50.00
01 ADAM KOZLOWSKI 13382	01-50-5620	CONCRETE	405.09	405.09
01 FRONTIER 8158273286 0918	01-30-5700	POLICE TELEPHONE	531.03	139.16
8158273309 0918	01-10-5700	OFFICE TELEPHONE		220.89
8158273710 0918	52-10-5700	WELL HOUSE		59.11
8158275039 0918	52-20-5700	WWTP		50.83
8158275069 0918	52-20-5700	LIFT STATION		61.04
01 HAWKINS, INC. 4365064	52-10-5110	CHEMICALS	266.72	266.72

SYS DATE:09/27/18

VILLAGE OF MAPLE PARK
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REGISTER # 772

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[NW1]

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 HOLMGREN ELECTRIC INC.			796.79	
5575	01-50-5600	POLE LIGHT REPAIRS		478.07
5575	28-00-2200.02	POLE LIGHT REPAIRS		318.72
01 DENNIS M. LEXA			254.72	
8002A	01-30-5600	2008 FORD EXPEDITION		254.72
01 ILLINOIS ASSOC. OF CHIEFS OF P			79.00	
1806	01-30-5560	PUBLIC SAFETY TRAINING		79.00
01 IMPACT NETWORKING, LLC			230.96	
1223148	01-10-5200	COPY COSTS		230.96
01 VULCAN MATERIALS COMPANY			91.14	
31776314	01-50-5620	STONE		17.70
31783444	01-50-5620	STONE		38.28
31795115	01-50-5620	STONE		35.16
01 LOWE'S			532.37	
09172018	01-10-5900	OTHER EXPENSES		172.71
09172018	01-20-5900	OTHER EXPENSE		27.52
09172018	01-40-5600	MAINTENANCE & REPAIR		332.14
01 MAPLE PARK FIRE PROTECTION DIS			15.00	
1276826	01-30-5250	GASOLINE-CASEY'S		15.00
01 TIFFANY MEIER			100.00	
09082018	01-00-2103	PARK DEPOSIT REFUND		100.00
01 LINTECH ENGINEERING, INC.			2825.00	
2479	52-10-5390	OPERATION SERVICES		1250.00
2479	52-20-5390	OPERATION SERVICES		1250.00
2479	54-00-5600	RESIN REPLACE		325.00
01 MIKE MILLER			50.00	
09302018	01-10-5700	CELL PHONE		50.00
01 NICOR			129.72	
331314100040918	01-50-5730	GARAGE GAS		34.05
399087100050918	01-40-5730	CIVIC CENTER GAS		95.67
01 SHAW SUBURBAN MEDIA			451.98	
1575333	01-10-5900	TREASURERS REPORT		451.98
01 STERLING CODIFIERS, INC.			1019.00	
21063	01-10-5390	SUPPLEMENT #22		1019.00
01 SUBURBAN LABORATORIES, INC.			868.00	
157390	52-10-5335	TEST EXPENSE		390.00
157618	52-10-5335	TEST EXPENSE		220.00
158507	52-10-5335	TEST EXPENSE		75.00
158679	52-20-5335	TEST EXPENSE		183.00
01 VERIZON WIRELESS			260.80	
9814959454	01-10-5700	CELL PHONES		70.97
9814959454	01-30-5700	CELL PHONES		75.78
9814959454	01-30-5700	AIR CARDS		114.05
01 WASTE MANAGEMENT			22302.23	
3568109-2011-2	01-10-5400	GARBAGE COLLECTION EXPENSE		22302.23
** TOTAL CHECKS TO BE ISSUED			40471.88	

SYS DATE:09/27/18

VILLAGE OF MAPLE PARK
A / P W A R R A N T L I S T
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[NW1]

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Thursday September 27, 2018

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01	GENERAL FUND		31873.28	
12	UTILITY TAX		25.98	
28	DEVELOPERS ESCROW FUND		318.72	
52	WATER & SEWER FUND		7928.90	
54	WATER IMPROVEMENT ACCT		325.00	
***	GRAND TOTAL ***		40471.88	
	TOTAL FOR REGULAR CHECKS:		39,147.68	
	TOTAL FOR DIRECT PAY VENDORS:		1,324.20	

SYS DATE:09/27/18

VILLAGE OF MAPLE PARK
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[NW1]

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

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PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
01 VANTAGEPOINT TRANSFER AGENTS-#09/06/18		21367	428.83	
51 09062018	01-00-2150	ICMA PAYABLE		187.18
51 09062018	01-20-5030	PENSION EXPENSE		50.30
51 09062018	01-30-5030	PENSION EXPENSE		89.23
51 09062018	01-50-5030	PENSION EXPENSE		50.30
51 09062018	52-10-5030	PENSION EXPENSE		25.91
51 09062018	52-20-5030	PENSION EXPENSE		25.91
01 VANTAGEPOINT TRANSFER AGENTS-#09/20/18		21371	428.83	
51 09202018	01-00-2150	ICMA PAYABLE		187.18
51 09202018	01-20-5030	PENSION EXPENSE		50.30
51 09202018	01-30-5030	PENSION EXPENSE		89.23
51 09202018	01-50-5030	PENSION EXPENSE		50.30
51 09202018	52-10-5030	PENSION EXPENSE		25.91
51 09202018	52-20-5030	PENSION EXPENSE		25.91
01 AMERICAN BANK & TRUST	09/05/18	21368	2981.41	
51 08282018E	01-10-5900	OTHER EXPENSES		1014.32
51 08282018E	01-20-5600	MAINTENANCE & REPAIR		184.30
51 08282018E	01-40-5600	MAINTENANCE & REPAIR		54.52
51 08282018E	01-50-5600	MAINTENANCE & REPAIR		42.99
51 08282018E	01-50-5620	STREET MAINTENANCE		382.83-
51 08282018F	01-10-5390	OTHER PROFESSIONAL SERVICES		483.00
51 08282018F	01-10-5900	OTHER EXPENSES		186.17
51 08282018F	01-10-5920	CONFERENCES		165.00
51 08282018F	12-00-8411	COMPUTERS & ACCESSORIES		857.99
51 08282018H	01-10-5900	OTHER EXPENSES		47.00-
51 08282018H	01-30-5100	GENERAL SUPPLIES		127.96
51 08282018H	01-30-5300	UNIFORM EXPENSE		92.04
51 08282018I	01-20-5600	MAINTENANCE & REPAIR		102.96
51 08282018I	01-50-5600	MAINTENANCE & REPAIR		99.99

** TOTAL MANUAL CHECKS REGISTERED

3839.07

SYS DATE:09/27/18

VILLAGE OF MAPLE PARK
A / P W A R R A N T L I S T
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[NW1]

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A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

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PAYABLE TO	CHECK DATE	CHECK NO	AMOUNT	
REG# INV NO	G/L NUMBER	DESCRIPTION		DISTR

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REPORT SUMMARY

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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	40471.88	3839.07	44310.95
TOTAL CASH	40471.88	3839.07	44310.95

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DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	31873.28	2877.44	34750.72
12	25.98	857.99	883.97
28	318.72	.00	318.72
52	7928.90	103.64	8032.54
54	325.00	.00	325.00
TOTAL DISTR	40471.88	3839.07	44310.95

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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>

FINANCE REPORT TUESDAY, OCTOBER 2, 2018

- Budget Report – Enclosed in the packet is the September Budget Report. We now have 6 new home permits that have been issued since the beginning of the fiscal year.
- Escrow Accounts – There was a small amount of escrow activity in September.
- Warrant List
 - A/P Check run of \$40,471.88, manual checks of \$3,839.07 for a total of \$44,310.95.
 - Waste Management - \$22,302.23 for Garbage Collection Expense for July and August.
- Please let me know if you have any questions or concerns.

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

	FY 2018 Actuals	FY 2019 Budget	Budget May 18 - Sep 18	Actual Totals for May 18 - Sep 18	Variance to Budget
01 - GENERAL FUND					
TOTAL GENERAL FUND REVENUE	712,857	749,720	418,248	429,529	(11,281)
TOTAL ADMINISTRATION & FINANCE	336,790	350,404	120,849	116,639	4,210
TOTAL PARKS & GROUNDS	49,196	44,053	18,355	18,096	260
TOTAL POLICE DEPARTMENT	226,906	235,505	106,942	84,295	22,648
TOTAL CIVIC CENTER	26,034	21,500	8,958	6,783	2,176
TOTAL STREET DEPARTMENT	89,610	84,978	40,407	21,953	18,455
TOTAL NON DEPARTMENTAL	4,067	-	-	-	-
TOTAL GENERAL FUND EXPENDITURES	732,604	736,440	295,512	247,764	47,748
GENERAL FUND NET INCOME/LOSS	(19,747)	13,280	122,736	181,765	(59,029)
12 - UTILITY TAX FUND					
TOTAL REVENUE	107,678	91,500	53,000	39,051	13,949
TOTAL EXPENDITURES	102,576	101,525	61,678	42,797	18,881
UTILITY TAX FUND NET INCOME/LOSS	5,102	(10,025)	(8,678)	(3,746)	(4,932)
13 - TIF DISTRICT FUND					
TOTAL REVENUE	47,380	56,509	53,118	42,831	10,287
TOTAL EXPENDITURES	11,087	57,000	1,750	1,335	415
ROAD & BRIDGE FUND NET INCOME/LOSS	36,293	(491)	51,368	41,496	9,872
15 - ROAD & BRIDGE FUND					
TOTAL REVENUE	45,689	46,737	44,819	40,163	4,656
TOTAL EXPENDITURES	43,082	20,500	-	16,300	(16,300)
ROAD & BRIDGE FUND NET INCOME/LOSS	2,607	26,237	44,819	23,863	20,956
19 - MOTOR FUEL TAX FUND					
TOTAL REVENUE	34,489	34,221	14,259	14,829	(571)
TOTAL EXPENDITURES	-	10,000	-	-	-
MOTOR FUEL TAX FUND NET INCOME/LOSS	34,489	24,221	14,259	14,829	(571)
28 - DEVELOPER ESCROW FUND					
TOTAL REVENUE	134,115	10,000	-	-	-
TOTAL EXPENDITURES	134,115	10,000	-	-	-
DEVELOPER ESCROW FUND NET INCOME/LOSS	-	-	-	-	-
52 - WATER & SEWER FUND					
TOTAL REVENUE	430,693	375,776	127,284	138,238	(10,954)
TOTAL WATER EXPENDITURES	211,898	213,118	99,210	87,088	12,122
TOTAL SEWER EXPENDITURES	173,504	118,737	67,885	65,384	2,501
TOTAL WATER & SEWER FUND EXPENDITURES	385,402	331,855	167,095	152,472	14,623
WATER & SEWER FUND NET INCOME/LOSS	45,291	43,921	(39,811)	(14,234)	(25,577)
54 - WATER IMPROVEMENT ACCOUNT					
TOTAL REVENUE	49,475	27,008	17,466	24,344	(6,878)
TOTAL EXPENDITURES	12,659	12,064	507	1,087	(580)
WATER IMPROVEMENT NET INCOME/LOSS	36,816	14,944	16,959	23,257	(6,298)
56 -SEWER IMPROVEMENT ACCOUNT					
TOTAL REVENUE	53,656	29,008	19,175	26,087	(6,912)
TOTAL EXPENDITURES	17,200	-	-	-	-
SEWER IMPROVEMENT NET INCOME/LOSS	36,456	29,008	19,175	26,087	(6,912)
70 - SCHOOL LAND CASH					
TOTAL REVENUE	-	-	-	19,200	(19,200)
TOTAL EXPENDITURES	-	-	-	-	-
SEWER IMPROVEMENT NET INCOME/LOSS	-	-	-	19,200	(19,200)
GRAND TOTAL REVENUE	1,616,032	1,420,478	747,369	774,272	(26,903)
GRAND TOTAL EXPENSES	1,438,724	1,279,384	526,542	461,755	64,787
GRAND TOTAL NET INCOME / LOSS	177,308	141,095	220,827	312,517	(91,690)

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

		FY 2018 Actuals	FY 2019 Budget	Budget May 18 - Sep 18	Actual Totals for May 18 - Sep 18	Variance to Budget
01 - GENERAL FUND						
REVENUES						
01-00-4110	REAL ESTATE TAX - DEKALB CO.	108,211	121,426	114,141	112,652	1,489
01-00-4120	REAL ESTATE TAX - KANE CO.	99,988	106,385	100,001	84,843	15,158
01-00-4220	STATE OF IL - INCOME TAX	118,422	116,590	48,579	53,767	(5,188)
01-00-4240	STATE OF IL-MUNICIPAL SALES TAX	82,259	75,000	31,250	35,668	(4,418)
01-00-4250	STATE OF IL-REPLACEMENT TAX	2,756	3,000	1,250	1,096	154
01-00-4270	STATE OF IL-USE TAX	34,458	35,043	14,601	14,478	123
01-00-4280	STATE OF IL-VIDEO GAMING TAX	21,304	20,000	8,333	9,494	(1,161)
01-00-4310	GAME LICENSE	300	300	300	225	75
01-00-4320	ANIMAL LICENSE	1,680	-	-	-	-
01-00-4325	GOLF CART LICENSE	-	300	300	525	(225)
01-00-4330	CIGARETTE LICENSE	20	20	20	20	-
01-00-4340	FRANCHISE FEE LICENSE	3,157	3,000	1,250	767	483
01-00-4341	RAFFLE LICENSE FEE	45	30	13	30	(18)
01-00-4350	LIQUOR LICENSE	10,000	10,000	10,000	10,000	-
01-00-4410	BUILDING PERMITS	7,037	7,500	4,167	3,891	276
01-00-4410.02	BUILDING PERMITS - SQUIRE'S CROSSING	21,048	8,767	8,767	13,921	(5,153)
01-00-4410.03	BUILDING PERMITS - HERITAGE HILLS	3,043	-	-	-	-
01-00-4500	GARBAGE COLLECTION REVENUE	129,198	148,509	49,503	49,433	70
01-00-4505	GARBAGE PENALTIES	1,872	1,800	600	728	(128)
01-00-4535.02	SQUIRE'S CROSSING - ENGINEERING	3,060	1,360	1,360	2,040	(680)
01-00-4535.03	HERITAGE HILLS - ENGINEERING	340	-	-	-	-
01-00-4550	PARK RENT	960	1,500	1,250	1,110	140
01-00-4550.03	RENT - KANE COUNTY POLLING	80	40	-	40	(40)
01-00-4550.04	RENT - GYM USE	5,198	5,500	2,292	1,260	1,032
01-00-4550.07	RENT - M.P. LIBRARY	4,800	4,800	2,000	3,200	(1,200)
01-00-4550.11	RENT - KITCHEN	663	750	313	-	313
01-00-4550.17	RENT - EXERCISE ROOM	1,190	600	250	2,180	(1,930)
01-00-4560	FUTURE LINK RENT	-	-	-	1,750	(1,750)
01-00-4575	WATER & SEWER ADMIN CHARGE	32,500	32,500	13,542	13,540	2
01-00-4610	DEKALB COUNTY FINES	206	500	208	23	185
01-00-4620	KANE COUNTY FINES	730	1,000	417	174	243
01-00-4625	ORDINANCE VIOLATION FINES	2,200	2,000	833	375	458
01-00-4800	INTEREST INCOME	1,961	2,000	833	5,362	(4,529)
01-00-4900	OTHER INCOME	5,320	500	208	1,976	(1,768)
01-00-4910	REIMBURSEMENT INCOME	8,853	4,000	1,667	4,960	(3,294)
01-00-4999	TRANSFER FROM OTHER FUNDS	-	35,000	-	-	-
** TOTAL GENERAL FUND REVENUE		712,857	749,720	418,248	429,529	(11,281)
10 - ADMINISTRATION & FINANCE EXPENDITURES						
01-10-5010	WAGES - FINANCE	48,212	58,012	24,172	19,421	4,751
01-10-5010.01	WAGES - REIMBURSED (POLICE)	-	-	-	238	(238)
01-10-5010.02	WAGES - FUN FEST (POLICE)	2,835	3,000	3,000	2,807	193
01-10-5010.03	WAGES - FUN FEST (PUBLIC WORKS)	1,000	1,000	1,000	888	112
01-10-5011	SALARIES - VILLAGE BOARD	19,000	19,600	-	-	-
01-10-5012	STATE UNEMPLOYMENT TAX	823	1,000	250	235	16
01-10-5020	SOCIAL SECURITY EXPENSE	5,133	5,937	1,849	1,666	183
01-10-5020.01	SOCIAL SECURITY EXPENSE - REIMBURSED	-	-	-	18	(18)
01-10-5120	POSTAGE	1,589	2,500	1,042	1,139	(97)
01-10-5150	ANIMAL TAG EXPENSE	58	-	-	-	-
01-10-5155	GOLF CART LICENSE EXPENSE	168	200	-	-	-
01-10-5160	COPIER & POSTAGE MACHINE LEASE	1,951	335	140	84	56
01-10-5200	OFFICE SUPPLIES	8,075	6,000	2,500	3,460	(960)
01-10-5320	ENGINEERING SERVICES	3,740	5,000	2,083	553	1,531
01-10-5330	LEGAL SERVICES	20,914	20,000	8,333	8,806	(473)
01-10-5350	AUDIT EXPENSE	12,760	12,860	12,860	12,860	-
01-10-5390	OTHER PROFESSIONAL SERVICES	14,449	12,500	5,208	4,009	1,200
01-10-5400	GARBAGE COLLECTION EXPENSE	129,172	133,509	44,503	44,428	75
01-10-5420	PERMIT EXPENSE	200	-	-	50	(50)
01-10-5420.02	PERMIT EXPENSE - SQUIRE'S CROSSING	1,175	800	800	1,400	(600)
01-10-5500	INSURANCE EXPENSE	45,024	46,000	-	51	(51)
01-10-5550	SOFTWARE EXPENSE	24	-	-	-	-
01-10-5570	DUES AND MEMBERSHIPS	4,780	5,000	2,083	3,767	(1,684)
01-10-5700	TELEPHONE	4,629	5,000	2,083	1,694	390
01-10-5900	OTHER EXPENSES	4,929	5,000	2,083	7,308	(5,225)
01-10-5900.01	FUN FEST EXPENSES	525	750	750	705	45
01-10-5910	EMERGENCY NOTIFICATION SYSTEM	836	900	900	858	42
01-10-5920	CONFERENCES	(208)	500	208	195	13
01-10-5999	TRANSFER TO OTHER FUNDS	5,000	5,000	5,000	-	5,000
** TOTAL ADMINISTRATION & FINANCE		336,790	350,404	120,849	116,639	4,210

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

		FY 2018 Actuals	FY 2019 Budget	Budget May 18 - Sep 18	Actual Totals for May 18 - Sep 18	Variance to Budget
20 - PARKS & GROUNDS EXPENDITURES						
01-20-5010	WAGES	30,835	28,734	11,972	10,681	1,292
01-20-5020	SOCIAL SECURITY EXPENSE	2,687	2,501	1,042	1,059	(17)
01-20-5030	PENSION EXPENSE	1,392	1,308	545	553	(8)
01-20-5040	EMPLOYEE MEDICAL INSURANCE	4,090	3,960	1,650	1,508	142
01-20-5250	GASOLINE & FUEL	791	1,000	417	579	(162)
01-20-5600	MAINTENANCE & REPAIR	8,237	5,000	2,083	3,282	(1,199)
01-20-5730	UTILITIES	1,106	1,300	542	406	135
01-20-5900	OTHER EXPENSE	59	250	104	28	77
** TOTAL PARKS & GROUNDS		49,196	44,053	18,355	18,096	260
30 - POLICE DEPARTMENT EXPENDITURES						
01-30-5010	WAGES - CHIEF	51,060	52,000	21,667	18,975	2,692
01-30-5015	WAGES - PATROL OFFICERS	67,275	67,750	28,229	24,440	3,789
01-30-5016	WAGES - TRAINING	5,636	5,631	2,346	1,536	810
01-30-5018	WAGES - SERGEANT	29,716	32,091	13,371	9,732	3,639
01-30-5019	WAGES - CODE ENFORCEMENT	-	11,700	4,875	-	4,875
01-30-5020	SOCIAL SECURITY EXPENSE	12,327	13,401	5,584	5,067	517
01-30-5030	PENSION EXPENSE	2,262	2,320	967	982	(15)
01-30-5040	EMPLOYEE MEDICAL INSURANCE	4,769	6,000	2,500	2,285	215
01-30-5100	GENERAL SUPPLIES	5,324	5,000	2,083	1,504	579
01-30-5250	GASOLINE & FUEL	6,011	7,000	2,917	2,117	800
01-30-5300	UNIFORM EXPENSE	2,823	4,000	1,667	1,088	579
01-30-5330	LEGAL SERVICES	131	500	208	-	208
01-30-5390	OTHER PROFESSIONAL SERVICES	14,360	-	-	-	-
01-30-5560	TRAINING	1,645	1,500	1,500	854	646
01-30-5570	DUES & MEMBERSHIPS	320	1,000	1,000	600	400
01-30-5600	MAINTENANCE & REPAIR	4,643	6,000	2,500	610	1,890
01-30-5700	TELEPHONE	3,969	5,000	2,083	1,653	430
01-30-5750	COMMUNICATIONS	12,038	12,612	12,612	12,562	50
01-30-5900	OTHER EXPENSE	2,596	2,000	833	289	544
** TOTAL POLICE DEPARTMENT		226,906	235,505	106,942	84,295	22,648
40 - CIVIC CENTER EXPENDITURES						
01-40-5100	GENERAL SUPPLIES	431	1,000	417	105	312
01-40-5600	MAINTENANCE & REPAIR	16,845	10,000	4,167	6,582	(2,415)
01-40-5730	UTILITIES	7,972	10,000	4,167	96	4,071
01-40-5900	OTHER EXPENSE	785	500	208	-	208
** TOTAL CIVIC CENTER		26,034	21,500	8,958	6,783	2,176
50 - STREET DEPARTMENT EXPENDITURES						
01-50-5010	WAGES	32,334	28,734	11,972	10,681	1,292
01-50-5020	SOCIAL SECURITY EXPENSE	2,802	2,501	1,042	1,059	(17)
01-50-5030	PENSION EXPENSE	1,392	1,308	545	553	(8)
01-50-5040	EMPLOYEE MEDICAL INSURANCE	4,089	3,960	1,650	1,508	142
01-50-5175	ROAD SALT	6,222	7,000	-	-	-
01-50-5250	GASOLINE & FUEL	1,585	2,500	1,042	225	817
01-50-5390	OTHER PROFESSIONAL SERVICES	100	225	94	-	94
01-50-5600	MAINTENANCE & REPAIR	4,548	7,500	3,125	1,694	1,431
01-50-5620	STREET MAINTENANCE	15,939	12,000	10,000	723	9,277
01-50-5621	TREE MAINTENANCE	4,900	5,000	5,000	1,200	3,800
01-50-5622	STREET SIGN INSTALLATION	1,430	2,000	833	30	803
01-50-5730	UTILITIES	14,254	12,000	5,000	4,276	724
01-50-5900	OTHER EXPENSE	14	250	104	4	101
** TOTAL STREET DEPARTMENT		89,610	84,978	40,407	21,953	18,455
NON DEPARTMENTAL EXPENDITURES						
01-90-5900.07	GRAND POINTE ESCROW LOSS	1,937	-	-	-	-
01-90-5900.16	OLSEN ESCROW LOSS	2,130	-	-	-	-
** TOTAL NON DEPARTMENTAL		4,067	-	-	-	-
TOTAL GENERAL FUND REVENUES		712,857	749,720	418,248	429,529	(11,281)
TOTAL GENERAL FUND EXPENDITURES		732,604	736,440	295,512	247,764	47,748
GENERAL FUND NET INCOME/LOSS		(19,747)	13,280	122,736	181,765	(59,029)

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

		FY 2018 Actuals	FY 2019 Budget	Budget May 18 - Sep 18	Actual Totals for May 18 - Sep 18	Variance to Budget
12 - UTILITY TAX FUND						
REVENUES						
12-00-4140.10	TELECOMMUNICATIONS TAX	20,255	21,000	8,750	8,385	365
12-00-4140.30	COM ED - UTILITY TAX	31,979	30,000	12,500	11,320	1,180
12-00-4140.40	NICOR GAS - UTILITY TAX	15,280	13,000	5,417	3,408	2,008
12-00-4746	POLICE GRANTS	3,536	-	-	3,360	(3,360)
12-00-4750	VEHICLE LOAN PROCEEDS	23,520	-	-	-	-
12-00-4751	DEKALB COUNTY COMMUNITY GRANT	-	20,500	20,500	10,500	10,000
12-00-4800	INTEREST INCOME	3,356	2,000	833	2,078	(1,244)
12-00-4992	TRANSFER FROM GENERAL FUND	5,000	5,000	5,000	-	5,000
12-00-4996	TRANSFER FROM TIF FUND	4,752	-	-	-	-
** TOTAL REVENUE		107,678	91,500	53,000	39,051	13,949
EXPENDITURES						
12-00-5992	TRANSFER TO WATER & SEWER FUND	59,000	-	-	-	-
12-00-5993	TRANSFER TO WATER IMPROVEMENT	-	-	-	-	-
12-00-5999	TRANSFER TO OTHER FUNDS	-	35,000	-	-	-
12-00-8102	CIVIC CENTER IMPROVEMENTS	-	14,700	14,700	12,552	2,148
12-00-8401	POLICE VEHICLE	31,020	-	-	-	-
12-00-8411	COMPUTERS & ACCESSORIES	5,237	3,248	3,248	1,758	1,490
12-00-8413	POLICE GRANT PURCHASES	3,050	-	-	244	(244)
12-00-8418	GIS	1,500	-	-	-	-
12-00-8420	POLICE VEHICLE LOAN - PRINCIPAL	2,511	7,640	3,146	3,147	(0)
12-00-8421	POLICE VEHICLE LOAN - INTEREST	259	669	316	315	0
12-00-8422	PUBLIC WORKS VEHICLE	-	11,290	11,290	19,776	(8,486)
12-00-8423	POLICE RECORDS MANAGEMENT SYSTEM	-	4,250	4,250	-	4,250
12-00-8424	POLICE IN CAR VIDEO SYSTEMS	-	2,728	2,728	-	2,728
12-00-8425	DEKALB COUNTY COMMUNITY GRANT EXPENSES	-	22,000	22,000	5,005	16,995
** TOTAL EXPENDITURES		102,576	101,525	61,678	42,797	18,881
UTILITY TAX FUND NET INCOME/LOSS		5,102	(10,025)	(8,678)	(3,746)	(4,932)
13 - TIF DISTRICT FUND						
REVENUES						
13-00-4110	TIF TAX - DEKALB CO.	9,082	10,000	9,400	10,919	(1,519)
13-00-4120	TIF TAX - KANE CO.	38,297	46,509	43,718	31,913	11,806
** TOTAL REVENUE		47,380	56,509	53,118	42,831	10,287
EXPENDITURES						
13-00-5999	TRANSFER TO UTILITY TAX FUND	4,752	-	-	-	-
13-00-8417	TIF LEGAL FEES	6,335	7,000	1,750	1,335	415
13-00-8418	TIF IMPROVEMENTS	-	50,000	-	-	-
** TOTAL EXPENDITURES		11,087	57,000	1,750	1,335	415
TIF DISTRICT FUND NET INCOME/LOSS		36,293	(491)	51,368	41,496	9,872
15 - ROAD & BRIDGE FUND						
REVENUES						
15-00-4100	VEHICLE LICENSE FEES	19,550	20,000	20,000	19,575	425
15-00-4110	REAL ESTATE TAX-DEKALB COUNTY	6,004	6,004	5,644	4,928	716
15-00-4120	REAL ESTATE TAX-KANE COUNTY	19,593	20,133	18,925	15,537	3,388
15-00-4260	VIRGIL TWSP. REPLACE. TAX	136	250	104	123	(19)
15-00-4800	INTEREST INCOME	406	350	146	-	146
** TOTAL REVENUE		45,689	46,737	44,819	40,163	4,656
EXPENDITURES						
15-00-5100	GENERAL SUPPLIES	319	500	-	-	-
15-00-5620	STREET MAINTENANCE	42,763	20,000	-	16,300	(16,300)
** TOTAL EXPENDITURES		43,082	20,500	-	16,300	(16,300)
ROAD & BRIDGE FUND NET INCOME/LOSS		2,607	26,237	44,819	23,863	20,956

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

		FY 2018 Actuals	FY 2019 Budget	Budget May 18 - Sep 18	Actual Totals for May 18 - Sep 18	Variance to Budget
19 - MOTOR FUEL TAX FUND						
REVENUES						
19-00-4290	STATE OF IL-MOTOR FUEL TAX	33,448	33,471	13,946	14,123	(177)
19-00-4800	INTEREST INCOME	1,041	750	313	706	(393)
	** TOTAL REVENUE	34,489	34,221	14,259	14,829	(571)
EXPENDITURES						
19-00-5320	ENGINEERING SERVICES	-	10,000	-	-	-
	** TOTAL EXPENDITURES	-	10,000	-	-	-
	MOTOR FUEL TAX FUND NET INCOME/LOSS	34,489	24,221	14,259	14,829	(571)
28 - DEVELOPER ESCROW FUND						
REVENUES						
28-00-4936	DEVELOPER RECEIPTS	134,115	10,000	-	-	-
	** TOTAL REVENUE	134,115	10,000	-	-	-
EXPENDITURES						
28-00-5320	DEVELOPER LEGAL EXPENDITURES	131	5,000	-	-	-
28-00-5330	DEVELOPER ENGINEERING & ADMIN	133,984	5,000	-	-	-
	** TOTAL EXPENDITURES	134,115	10,000	-	-	-
	DEVELOPER ESCROW FUND NET INCOME/LOSS	-	-	-	-	-
52 - WATER & SEWER FUND						
REVENUES						
52-00-4170	WATER REVENUE	190,867	195,000	65,000	70,261	(5,261)
52-00-4171	ALLOCATION OF WATER REVENUE	(12,865)	(13,000)	(4,333)	(4,763)	430
52-00-4180	SEWER REVENUE	188,928	195,000	65,000	71,070	(6,070)
52-00-4181	ALLOCATION OF SEWER REVENUE	(12,741)	(13,000)	(4,333)	(4,721)	388
52-00-4190	PENALTIES	6,210	6,000	2,000	2,109	(109)
52-00-4200	TURN ON/OFF REVENUE	725	500	250	200	50
52-00-4200.02	SQUIRE'S CROSSING - TURN ON/OFF REVENUE	900	400	400	600	(200)
52-00-4200.03	HERITAGE HILLS - TURN ON/OFF REVENUE	200	-	-	-	-
52-00-4300.02	METER FEES - SQUIRE'S CROSSING	3,131	1,376	1,376	2,223	(847)
52-00-4300.03	METER FEES - HERITAGE HILLS	688	-	-	-	-
52-00-4460.02	SEWER INSPECT - SQUIRE'S CROSSING	1,800	800	800	1,200	(400)
52-00-4460.03	SEWER INSPECT - HERITAGE HILLS	400	-	-	-	-
52-00-4800	INTEREST INCOME	3,146	2,500	1,042	-	1,042
52-00-4900	OTHER REVENUE	304	200	83	60	23
52-00-4994	TRANSFER FROM UTILITY TAX	59,000	-	-	-	-
	** TOTAL REVENUE	430,693	375,776	127,284	138,238	(10,954)

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

	FY 2018 Actuals	FY 2019 Budget	Budget May 18 - Sep 18	Actual Totals for May 18 - Sep 18	Variance to Budget
10 - WATER DIVISION EXPENDITURES					
52-10-5010 WAGES	22,105	22,957	9,566	7,792	1,774
52-10-5020 SOCIAL SECURITY EXPENSE	1,866	1,912	797	736	60
52-10-5030 PENSION EXPENSE	717	674	281	285	(4)
52-10-5040 EMPLOYEE MEDICAL INSURANCE	2,107	2,040	850	777	73
52-10-5100 GENERAL SUPPLIES	185	400	167	-	167
52-10-5105 METERS	5,780	5,000	5,000	-	5,000
52-10-5110 CHEMICALS	11,522	15,000	6,250	7,985	(1,735)
52-10-5120 POSTAGE	951	2,000	833	480	353
52-10-5250 GASOLINE & FUEL	1,265	1,500	625	579	46
52-10-5330 LEGAL EXPENSE	22	250	104	44	60
52-10-5335 TEST EXPENSE	2,287	3,000	1,250	1,093	157
52-10-5375 ADMINISTRATIVE SERVICE CHARGE	16,250	16,250	6,771	6,770	1
52-10-5390 OTHER PROFESSIONAL SERVICES	15,000	15,500	6,458	6,250	208
52-10-5550 SOFTWARE EXPENSE	975	1,000	-	-	-
52-10-5600 MAINTENANCE & REPAIR	16,613	10,000	4,167	797	3,370
52-10-5700 TELEPHONE	674	700	292	296	(4)
52-10-5730 UTILITIES	17,323	18,000	7,500	5,075	2,425
52-10-5740 JULIE LOCATES	218	250	-	-	-
52-10-5870 IEPA LOAN - PRINCIPAL	50,710	52,076	25,865	25,865	-
52-10-5880 IEPA LOAN - INTEREST	8,186	7,005	3,675	3,675	-
52-10-5886 IEPA LOAN - WATERMAIN	25,903	26,501	13,175	13,175	-
52-10-5888 IEPA LOAN - WATERMAIN	10,932	10,604	5,378	5,378	-
52-10-5900 OTHER EXPENSE	308	500	208	38	170
** TOTAL WATER EXPENDITURES	211,898	213,118	99,210	87,088	12,122
20 - SEWER DIVISION EXPENDITURES					
52-20-5010 WAGES	22,105	22,957	9,566	7,792	1,774
52-20-5020 SOCIAL SECURITY EXPENSE	1,869	1,912	797	738	59
52-20-5030 PENSION EXPENSE	717	674	281	285	(4)
52-20-5040 EMPLOYEE MEDICAL INSURANCE	2,107	2,040	850	777	73
52-20-5100 GENERAL SUPPLIES	199	250	104	-	104
52-20-5110 CHEMICALS	-	250	104	-	104
52-20-5120 POSTAGE	538	600	250	360	(110)
52-20-5250 GASOLINE & FUEL	492	750	313	225	87
52-20-5320 ENGINEERING	-	-	-	510	(510)
52-20-5330 LEGAL EXPENSE	22	250	104	-	104
52-20-5335 TEST EXPENSE	892	1,600	667	183	484
52-20-5375 ADMINISTRATIVE SERVICE CHARGE	16,250	16,250	6,771	6,770	1
52-20-5390 OTHER PROFESSIONAL SERVICES	15,000	15,000	6,250	6,250	-
52-20-5400 PERMIT EXPENSE	2,500	2,500	2,500	2,500	-
52-20-5550 SOFTWARE EXPENSE	975	1,000	-	-	-
52-20-5600 MAINTENANCE & REPAIR	3,009	10,000	4,167	4,762	(596)
52-20-5700 TELEPHONE	1,259	1,300	542	554	(12)
52-20-5730 UTILITIES	12,070	11,000	4,583	3,683	900
52-20-5740 JULIE LOCATES	218	250	-	-	-
52-20-5870 IEPA LOAN - PRINCIPAL	57,816	29,531	29,531	29,532	(1)
52-20-5880 IEPA LOAN - INTEREST	1,318	423	423	423	-
52-20-5900 OTHER EXPENSE	149	200	83	40	44
52-20-5900.07 GRAND POINTE ESCROW LOSS (NPDES)	34,000	-	-	-	-
** TOTAL SEWER EXPENDITURES	173,504	118,737	67,885	65,384	2,501
TOTAL WATER & SEWER FUND EXPENDITURES	385,402	331,855	167,095	152,472	14,623
WATER & SEWER FUND NET INCOME/LOSS	45,291	43,921	(39,811)	(14,234)	(25,577)

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

		FY 2018 Actuals	FY 2019 Budget	Budget May 18 - Sep 18	Actual Totals for May 18 - Sep 18	Variance to Budget
54 - WATER IMPROVEMENT ACCOUNT						
REVENUES						
54-00-4171	ALLOCATION OF WATER REVENUE	12,865	13,000	4,333	4,763	(430)
54-00-4650.02	IMPACT FEES - SQUIRE'S CROSSING	28,074	12,508	12,508	19,592	(7,084)
54-00-4650.03	IMPACT FEES - HERITAGE HILLS	6,867	-	-	-	-
54-00-4800	INTEREST INCOME	1,669	1,500	625	(11)	636
54-00-4994	TRANSFER FROM UTILITY TAX FUND	-	-	-	-	-
** TOTAL REVENUE		49,475	27,008	17,466	24,344	(6,878)
EXPENDITURES						
54-00-5600	WATER IMPROVEMENT REPAIRS & MAINTENANCE	-	-	-	580	(580)
54-00-8205	WATERMAIN LOAN PAYMENT - PRINCIPAL	10,625	11,050	-	-	-
54-00-8207	WATERMAIN LOAN PAYMENT - INTEREST	1,183	1,014	507	507	-
54-00-8211	WATER READER UPGRADE	850	-	-	-	-
** TOTAL EXPENDITURES		12,659	12,064	507	1,087	(580)
WATER IMPROVEMENT NET INCOME/LOSS		36,816	14,944	16,959	23,257	(6,298)
56 - SEWER IMPROVEMENT ACCOUNT						
REVENUES						
56-00-4181	ALLOCATION OF SEWER REVENUE	12,741	13,000	4,333	4,721	(388)
56-00-4650.02	IMPACT FEES - SQUIRE'S CROSSING	31,449	14,008	14,008	21,467	(7,459)
56-00-4650.03	IMPACT FEES - HERITAGE HILLS	6,867	-	-	-	-
56-00-4800	INTEREST INCOME	2,599	2,000	833	(101)	935
** TOTAL REVENUE		53,656	29,008	19,175	26,087	(6,912)
EXPENDITURES						
56-00-5600	MAINTENANCE & REPAIR	17,200	-	-	-	-
** TOTAL EXPENDITURES		17,200	-	-	-	-
SEWER IMPROVEMENT NET INCOME/LOSS		36,456	29,008	19,175	26,087	(6,912)
70 - SCHOOL LAND CASH FUND						
REVENUES						
70-00-4100.02	SCHOOL CONTRIBUTION - SQUIRE'S CROSSING	28,800	12,800	12,800	19,200	(6,400)
70-00-4100.03	SCHOOL CONTRIBUTION - HERITAGE HILLS	4,400	-	-	-	-
70-00-4100.99	SCHOOL CONTRIBUTIONS RECLASSIFIED	(33,200)	(12,800)	(12,800)	-	(12,800)
** TOTAL REVENUE		-	-	-	19,200	(19,200)
EXPENDITURES						
70-00-5930	PAYMENT TO SCHOOLS	-	-	-	-	-
** TOTAL EXPENDITURES		-	-	-	-	-
SCHOOL LAND CASH NET INCOME/LOSS		-	-	-	19,200	(19,200)
GRAND TOTAL REVENUE		1,616,032	1,420,478	747,369	774,272	(26,903)
GRAND TOTAL EXPENSES		1,438,724	1,279,384	526,542	461,755	64,787
GRAND TOTAL NET INCOME / LOSS		177,308	141,095	220,827	312,517	(91,690)

Estimated Fund Balance
through September 30, 2018

	Beginning Balance	Revenues	Expenditures	Ending Balance	Est Balance Budget	Better/(Worse)
General Fund	\$143,053	\$429,529	\$247,764	\$324,818	\$148,985	175,833
Other Funds:						
Utility Tax Fund	517,915	39,051	42,797	514,169	504,747	9,422
TIF District Fund	36,293	42,831	1,335	77,789	26,756	51,033
Road & Bridge Fund	39,308	40,163	16,300	63,171	18,763	44,408
Motor Fuel Tax Fund	107,741	14,829	-	122,570	107,348	15,222
Totals	701,257	136,874	60,432	777,699	657,614	120,085
Water & Sewer Funds						
Water & Sewer Operating Fund	358,666	138,238	152,472	344,432	368,223	(23,791)
Water Improvement Fund	168,349	24,344	1,087	191,606	156,870	34,736
Sewer Improvement Fund	304,907	26,087	-	330,994	295,059	35,935
Totals	831,922	188,669	153,559	867,032	820,152	46,880
Village Totals	\$1,676,232	\$755,072	\$461,755	\$1,969,549	\$1,626,751	342,798

Estimated Cash Balances for September 30, 2018

	09/01/18 Balance	Misc	Transfers & Deposits	Manual Checks and Tax Pymts	Payroll	09/30/18 Check Run	Estimated 09/30/18 Balance	
Old Second Checking	73,947.74	(264.25)	164,669.30	(12,385.02)	(19,576.88)	(40,471.88)	165,919.01	N/A
First Midwest	248,787.85						248,787.85	N/A
TIF Funds	69,902.62		7,886.20				77,788.82	N/A
Illinois Funds	1,185,767.88		29,185.86				1,214,953.74	N/A
First Midwest CD	250,863.01						250,863.01	1.00%
	1,829,269.10	(264.25)	201,741.36	(12,385.02)	(19,576.88)	(40,471.88)	1,958,312.43	

VILLAGE OF MAPLE PARK
Escrow Accounts – 09/30/18

Developer	Date Established	Plan Stage	Account Number	Balance 09/01/18	-----Current Period----- -----Transactions----- Deposits	Charges	Balance 09/30/18	Balance to stay above	Minimum Required Balance	Amount Due	Spent to date Engineering Legal / Other	Notes
Turnstone Group LLC (Squire's)	12/19/02	Under Construction	28-00-2200.02	23,477.08		(318.72)	23,158.36	10,000.00	25,000.00	-	132,037.36	12,805.52
Paydon (North Coast Dvlp)	07/10/02	Preliminary Plat Submitted	28-00-2200.05	294.28			294.28	10,000.00	25,000.00	24,705.72	46,028.52	10,312.50
Maple Park Development, LLC	02/26/08		28-00-2200.17	7,460.00			7,460.00	2,500.00	7,500.00	-	5,025.00	21,939.50
Barsic Bros.	04/08/08		28-00-2200.18	3,318.68			3,318.68	2,500.00	7,500.00	-	3,761.32	420.00
James McWethy	11/09/11		28-00-2200.20	10,000.00			10,000.00	2,500.00	7,500.00	-	0.00	0.00
REO Funding Solutions	07/01/14	Cash Deposit - Completion date 06/30/17	28-00-2200.21	15,000.00			15,000.00			-	0.00	101,875.00
Totals				\$ 59,550.04	\$ -	\$ (318.72)	\$ 59,231.32			\$ 24,705.72	\$ 186,852.20	\$ 147,352.52

Notes:

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

Balance Required by Ordinance

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

Replenish if under \$2,500

Replenish if under \$2,500

Replenish if under \$10,000

Replenish if under \$10,000

Village of Maple Park
Water & Sewer Departments
As of August 31, 2018

Water Pumped to Billed Statistics

Months	Gallons Pumped	Gallons Billed	% Pumped to Billed	Target* % Pump to Billed	% Variance
July / August 2018 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up	5,965.30 (6.99) (222.90) (15.20) (10.50) 5,709.71	5,323.96	93.24%	90.00%	3.24%
May / June 2018 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up -Water Leaks -Hydrant Flushing	5,799.30 (8.79) (200.80) (15.20) (9.50) (110.00) (120.00) 5,335.01	4,201.92	78.76%	90.00%	-11.24%
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 -09/26/17 - Fire -Fire Dept Drills -Tree Watering -Water Leak -Ball Diamond Watering	5,601.60 (12.83) (193.00) (15.20) (9.10) (3.00) (2.00) (10.00) (120.00) (10.00) 5,226.48	4,516.50	86.42%	90.00%	-3.58%
July / August 2017 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up -07/05/17 - Fire Dept Testing -07/18/17 - Fire Dept Drill -07/25/17 - Fire Dept Drill -08/01/17 - Fire Dept Drill	6,098.10 (7.91) (220.00) (15.20) (10.50) (15.00) (15.00) (1.50) (9.00) 5,803.99	4,368.00	75.26%	90.00%	-14.74%
May / June 2017 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up -05/16/17 - Fire Dept Testing -05/17/17 - Fire Dept Fire -05/19/17 - Repair Water Leak -Hydrant Flushing	6,214.10 (10.49) (225.60) (15.20) (10.40) (4.00) (25.00) (20.00) (121.00) 5,782.41	4,767.25	82.44%	90.00%	-7.56%
March / April 2017 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine	5,550.50 (27.16) (186.70) (15.20) (8.90) 5,312.54	3,846.46	72.40%	90.00%	-17.60%

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

VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES

RESOLUTION 2018-16 Approved: _____

**AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE
A FIVE (5) YEAR LEASE AGREEMENT WITH THE
MAPLE PARK PUBLIC LIBRARY DISTRICT**

WHEREAS, the village of Maple Park (the "Village") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and

WHEREAS, the President and Board of Trustees of the Village finds it is in the best interest of the Village of Maple Park to approve and to authorize such lease agreement, now therefore,

BE IT RESOLVED by the Board of Trustees of the Village of Maple Park, Counties of Kane and DeKalb, Illinois, as follows:

Section 1. The recitals set forth above are incorporated and made a part hereof.

Section 2. That the lease agreement is substantially the same form as attached to this Resolution and incorporated herein by reference, is approved and accepted by the Village.

Section 3. That the term of the agreement shall be from November 1, 2018 and ending October 31, 2023.

Section 4. The President or designee is authorized to execute the lease agreement on behalf of the Village and, as may be required, the Village Clerk to attest to the same.

Section 5. That this Resolution shall be in full force and effect from and after its adoption and approval.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on _____, 2018.

Ayes: _____

Nays: _____

Absent: _____

(SEAL)

Kathleen Curtis, Village President

ATTEST:

Elizabeth Peerboom, Village Clerk

VILLAGE OF MAPLE PARK COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement and attached Exhibit "A" (hereinafter "Lease") is made and effective **November 1, 2018**, by and between the VILLAGE OF MAPLE PARK, (hereinafter "Village") and Maple Park Public Library District (hereinafter "Tenant").

Whereas, Village is the owner of land and improvements identified by the common address of 302 Willow Street, Maple Park, Illinois (the Leased Premises").

Whereas, Village makes available for lease certain limited portions of the Leased Premises; lower level northwest and southwest section of the Maple Park Civic Center. Whereas, Tenant is familiar with the condition of the Leased Premises and has had the opportunity to examine and know of the condition of the Leased Premises; and

Whereas, Village desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Village for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed as follows:

1. Incorporation of Preambles.

The preambles set forth above are incorporated herein and made a part hereof.

2. Term.

Village hereby leases the Leased Premises to Tenant and Tenant hereby leases the same from Village, for Term beginning **November 1, 2018 and ending October 31, 2023.**

3. Rental.

Tenant shall pay Village rental of **Four Hundred and 00/100 Dollars (\$400.00)** per month upon the execution of the Lease. Each payment shall be due in advance on 1st day of each calendar month during the lease term to Village at Village of Maple Park, Civic Center, P.O. Box 220, 302 Willow Street, Maple Park, IL 60151-0220 or at such other place designated by written notice from Village to Tenant. The rental payment amount for any partial calendar months included in the Lease Term shall be prorated on a daily basis, based on a thirty (30) day month. Tenant shall also pay to Village a "Security Deposit" in the amount of one (1) month's rent (see item 17).

4. Holdover.

There shall be no holdover in tenancy, without the express written authorization of the Village. Failure to deliver possession of the Leased Premises to the Village in accordance with the terms set forth in this Lease, shall be cause for legal action, and the Tenant shall also be responsible for all court costs and reasonable attorney's fees incurred in any effort by the Village to secure possession of the leased Premises as a result of Tenant's failure to abide by the terms of this agreement. Damages for possession following the period of possession shall also accrue to Village at a rate double the daily rental amount set forth

herein, which said sum Tenant agrees is reasonable. Tenant hereby expressly waiving any and all notices to cure or vacate or to quit the Leased Premises provided by current or future law (except for those specifically required by this Lease).

5. Use.

Tenant shall use the Leased Premises as community library. In no event shall Tenant be allowed to use the leased Premises for any use beyond that specified alone. Tenant shall also not use the Lease Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance.

6. Sublease and Assignment.

Tenant shall have no right to assign this Lease or to sublet the Leased Premises in any fashion.

7. Repairs.

During the Lease Term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, wall, ceilings and other parts of the leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

8. Property Maintenance.

As part of its Lease of the Lease Premises, Tenant shall also be solely responsible for maintenance of the leased space.

9. Property Taxes.

Tenant shall be not be responsible for payment of any general real estate taxes or installments of special assessments coming due during the lease Term on the Leased premises as a result of Tenant's occupancy of the leased Premises.

10. Insurance.

- A. If the leased Premises or any other part of thereof is damaged by any act of or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be solely responsible for the costs of repair.
- B. Village shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Village shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises

- C. Tenants, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the use of the leased premises with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company approved by Village, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Village shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Village with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Village that a policy is due to expire at least (10) days prior to such expiration.

11. Utilities.

Tenants shall pay all charges for cable, telephone and any other services and utilities used by Tenant on the Leased Premises during the term of this Lease, unless otherwise expressly agreed in writing by the Village (*see exhibit A*). Tenant acknowledges that the Lease Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Village's reasonable opinion, overload the wiring or interfere with electrical services to the Leased Premises.

12. Entry.

Upon reasonable notice, Village shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Village shall not thereby unreasonably interfere with tenants business on Leased Premises.

13. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with village, of common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Village.

14. Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right, within ninety (90) days following damage to elect by notice to Village to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Village shall promptly repair such damage at the cost of the Village. In making the repairs called for in this paragraph, Village shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Village. Tenant shall be relieved from paying a portion of said rent and other charges during any portion of the Lease term that the Leased premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any,

but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Village as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to tenant by Village, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for five (5) days after notice thereof in writing to Tenant by Village without correction thereof then having been commenced and thereafter diligently prosecuted, Village may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered immediately, Village may reenter said premises. Village shall have, in addition to the remedy above provided, any other right or remedy available to Village on account of any Tenant default, either in law or equity. Village shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Village covenants and warrants that, upon performance by Tenant of its obligations hereunder, Village will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Security Deposit.

Security Deposit of \$0.00 by check number N/A was collected and shall be held by Village without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. Unless otherwise provided by mandatory non-waivable law or regulation, Village may commingle the Security Deposit with Village's other funds. Village may, from time to time without prejudices to any other remedy, use the Security Deposit to the extent necessary to make good and arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Village on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease and no damage to the leased premises has occurred during the tenancy, the balance of the Security Deposit remaining after any such application shall be returned by Village to Tenant. If Village transfers its interest in the Premises during the term of this Lease, Village may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

18. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if personally delivered or if sent by United State certified mail, return receipt requested, address as follows:

If to Village
Attn: Village Clerk
Village of Maple Park
P.O. Box 220, 302 Willow St.
Maple Park, IL 60151-0220

If to Tenant:
Maple Park Library District
P.O. Box 159
Maple Park, IL 60151-0159

Village and Tenant shall each have the right, from time to time; to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. Costs and Fees.

The parties agree that reasonable attorney's fees, court costs and litigation expenses will be recoverable by the prevailing party against the non-prevailing party, in the event any litigation is necessary to enforce the terms of this Lease.

20. Waiver.

No waiver of any default of Village or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Village or Tenant shall no be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

22. Successors.

The provisions of this Lease shall extend to and be binding upon Village and Tenant and their respective legal representatives, successor and assigns.

23. Consent.

Village shall not unreasonably withhold or delay its consent with respect to any matter for which Village's consent is required or desirable under this Lease.

24. Compliance with Law.

Tenant shall comply with all laws, orders ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Village shall comply with All laws, orders ordinances and other public requirements now or hereafter affecting the Leased Premises.

25. Final Agreement.

This Agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

26. Severability.

If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor shall it affect the application of any phrase, provision or portion thereof to other persons or circumstances.

27. Governing Law, Venue.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois. Any litigation which shall commence to enforce the terms of the Lease shall be commenced in the Sixteenth Judicial Circuit court, Kane County, Illinois.

DRAFT

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

VILLAGE OF MAPLE PARK

Kathleen Curtis, Village President

Date

ATTEST

Elizabeth Peerboom, Village Clerk

Date

MAPLE PARK PUBLIC LIBRARY DISTRICT

SIGNED: _____

Date

TITLE: _____

SIGNED: _____

Date

TITLE: _____

EXHIBIT A

RULES AND REGULATIONS

1. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of Building, except on the glass of the doors and windows of the Premises, and then only upon the written agreement of the Lessor specifying the color, size, materials and style of the sign. No showcase shall be placed in front of the Building by Lessee, without the written consent of Lessor. The Lessor reserves the right to remove all signs and showcases not in compliance with this rule without notice to Lessee at the expense of the Lessee. At the expiration of the term Lessee is to remove all signs from such windows, doors and directory board.
2. Lessee shall not put up or operate any steam or gasoline engine, boiler, stove, hot plate, charcoal or propane grill upon the Premises or carry on any mechanical business on Premises or use or store gasoline, naphtha, paint thinners or other inflammable fluids in the Premises without written consent of the Lessor. Any space heater used shall be those designed and intended for household rather than a commercial or industrial use.
3. No additional locks shall be placed upon any doors of said room without the written consent of the Lessor endorsed on the forgoing lease and the Lessee will not permit any duplicate keys to be made, all necessary keys to be furnished by the Lessor. Upon the termination of this lease, Lessee will surrender all keys to the Premises and Building.
4. A Village Board Representative and the building maintenance personnel shall have passkeys for admittance to the Premises for any emergency or fire requiring entry into the Premises or inspection of the Premises. Contractors, agents, and employees of the Lessee shall be subject to the control and direction of the President and Board of Trustees or their representatives when elsewhere in the Building other than the Premises.
5. The Premises leased shall not be used for the purpose of lodging or sleeping rooms or any immoral or illegal purpose or in any manner inconsistent with the stated purpose of the Lease.
6. The Lessee and Lessee's agents, employees, and contractors shall not leave the Premise windows open when it rains or snows. For any failure or carelessness in this regard, the Lessor shall make good all injuries sustained by other tenants and also all damage to the Building resulting from such default or carelessness.
7. No packages, merchandise or other effects shall be allowed to remain in the common areas of Building at any time.
8. The Lessor reserves the right to make such other and further reasonable rules and regulations as in its judgment from time to time are needed for the safety and cleanliness of the Premises and the Building for the preservation of good order therein.
9. It is understood and agreed between the Lessee and the Lessor that no assent or consent to change in or waiver of any part of the lease has been or can be made, unless done in

writing and approved hereon by the Lessor and in such case it shall operate only for time and purpose in such lease expressly stated.

10. If Commonwealth Edison commences charging the Lessor for electric use, Lessee shall pay its proportional share of that use.
11. Lessee shall have sole obligation to construct and pay for any improvements to the premises it requires upon the Lessor's approval of such improvements. All requests for approval by the Lessee and the actual approval by the Lessor of such improvements must be in writing.
12. Within thirty (30) days of the effective date of this Lease, each party shall present the other with a copy of its respective Board minutes or Resolution in which the execution of this lease is approved.
13. Lessee shall provide its own contents/personal property and liability insurance.
14. Permanent lighting fixtures, including ballasts, shall be the responsibility of the Lessor to maintain. Incandescent bulbs and fluorescent lighting tubes shall be the responsibility of the Lessee to furnish and maintain.

DRAFT

VILLAGE OF MAPLEPARK

RESOLUTION 2018-17 Approved: _____

**AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE
AN AGREEMENT BETWEEN THE VILLAGE OF MAPLE
PARK (PARTICIPATING AGENCY) AND THE ILLINOIS
STATE POLICE, DIVISION OF FORENSIC SERVICES
(DFS).**

WHEREAS, the agreement sets for the conditions governing Maple Park's use of DFS forensic services; and

WHEREAS, the DFS is required to establish and operate a forensic science laboratory system as well as establish and coordinate a system for providing accurate and expedited forensic science and laboratory services to local law enforcement agencies and local State's Attorneys [20 ILCS 2605/2605-40]; and

WHEREAS, the Village of Maple Park is a governmental entity with statutory authority to conduct criminal investigations or prosecutions; and

WHEREAS, the DFS and the Village of Maple Park best support the administration of criminal justice when efficient and standard practices govern the submission, analysis, and reporting of forensic services; and

WHEREAS, this Forensic Services Agreement is authorized pursuant to the provisions of Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act [5 ILCS 220}.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES of the Village of Maple Park, Illinois and the DFS agree as follows:

Section 1. The recitals set forth above are incorporated and made a part hereof.

Section 2. That the agreement is substantially the same form as attached to this Resolution and incorporated herein by reference, is approved and accepted by the Village.

Section 3. The President or designee is authorized to execute the agreement on behalf of the Village and, as may be required, the Village Clerk to attest to the same.

Section 4. That this Resolution shall be in full force and effect from and after its adoption and approval.

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

Ayes: _____

Nays: _____

Absent: _____

APPROVED by the Village President on 5th of June, 2018.

ATTEST:

ELIZABETH PEERBOOM, Village Clerk

KATHLEEN CURTIS, Village President



**STATE OF ILLINOIS
ILLINOIS STATE POLICE
DIVISION OF FORENSIC SERVICES**



FORENSIC SERVICES AGREEMENT

This agreement is entered into, by and between:

(Your Agency Name)

(hereinafter referred to as Participating Agency) and the Illinois State Police, Division of Forensic Services (hereinafter referred to as DFS). The Agreement sets forth the conditions governing the Participating Agency's use of DFS forensic services.

RECITALS

WHEREAS, The DFS is required to establish and operate a forensic science laboratory system as well as establish and coordinate a system for providing accurate and expedited forensic science and laboratory services to local law enforcement agencies and local State's Attorneys [20 ILCS 2605/2605-40]; and

WHEREAS, The Participating Agency is a governmental entity with statutory authority to conduct criminal investigations or prosecutions; and

WHEREAS, the DFS and Participating Agency best support the administration of criminal justice when efficient and standard practices govern the submission, analysis and reporting of forensic services;

WHEREAS, this Forensic Services Agreement is authorized pursuant to the provisions of Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act [5 ILCS 220].

NOW, THEREFORE, DFS and Participating Agency agree as follows:

ARTICLE I: DEFINITIONS

Law Enforcement Officer – Law enforcement officer means any police officer, peace officer, or conservator of the peace of a government agency who is primarily responsible for prevention or detection of crime and the enforcement of the criminal code, traffic, or highway laws of this State or any political subdivision of this State or any member of a police force appointed and maintained as provided in the Railroad Police Act. [50 ILCS 705/2, 720 ILCS 5/2-13 and 610 ILCS 80/et seq.]

Sheriff – Sheriff means any official, or their deputies recognized under Illinois law, who are conservators of the peace, responsible to prevent crime and maintain the safety and order of the citizens of their respective county as well as arrest offenders. [55 ILCS 5/3-6021]

Coroner or Medical Examiner – Coroner or Medical Examiner means any official, or their deputies recognized under Illinois law, responsible for investigating all sudden or violent death,

regardless of the suspected manner or cause or any death not attended by a licensed physician. [55 ILCS 5/3-3013]

State's Attorney – The State's Attorney means any official, or their assistants recognized under Illinois law, empowered to commence and prosecute all criminal indictments and prosecutions in the circuit court for their respective county. [55 ILCS 5/3-9005] This may include any attorney appointed by the court to perform the duties of a State's Attorney. [55 ILCS 5/3-9008]

State's Attorney Appellate Prosecutor – The State's Attorney Appellate Prosecutor means the office and people that may represent the People of the State of Illinois on appeal in all cases and other duties prescribed under Illinois law. [725 ILCS 214/4]

Illinois Attorney General – The Illinois Attorney General means the legal officer of the State of Illinois, along with duly appointed assistants, with all the powers and duties prescribed under Illinois law pursuant to Article 5, Section 15 of the Illinois Constitution.

Office of the State Fire Marshal – The Office of the State Fire Marshal means any duly appointed official authorized to investigate criminal conduct in connection with a fire, arrest individuals, and furnish to the proper prosecuting attorney all evidence related to the investigation. [425 ILCS 25/7]

Law Enforcement Forensic Science Laboratory – A Law Enforcement Forensic Science Laboratory means any Illinois forensic science laboratory which is a National DNA Index System (NDIS) participating laboratory. [Federal Bureau of Investigation, National DNA Index System (NDIS) Operational Procedures Manual Version 5]

Division of Forensic Services (DFS) – The Division of Forensic Services (DFS) means the Division of the Department of State Police that provides forensic science testing and crime scene services to Illinois law enforcement. [20 ILCS 2605/2604-40]

Participating Agency – The Participating Agency is any governmental entity or individuals employed by that entity or a Law Enforcement Forensic Science Laboratory, other than DFS, as defined in Article I of this Agreement.

Personally Identifiable Information (PII) – Personally Identifiable Information is any data containing information which may result in the identification of an individual. Such data includes, but is not limited to: name, date of birth, address, state identification number, Illinois Department of Corrections number, Federal Bureau of Investigation (FBI) Universal Control Number, Social Security Number, unique biometric data (e.g., DNA, fingerprints), or any combination of data that may lead to the specific identity of an individual. PII does not include publicly available information that is lawfully made available to the general public from federal, state, or local governments. [815 ILCS 530/et seq.]

Physically Secure Location – Physically secure location means a facility, police vehicle, or an area, room, or group of rooms within a facility with both the physical and personnel security controls sufficient to protect Criminal Justice Information (CJI) and associated information systems. [Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Security Policy, Version 5.6]

ARTICLE II: SERVICES, COSTS, AND FINANCIAL AGREEMENTS

- A. The DFS shall provide all crime scene, polygraph, and forensic laboratory services to Participating Agency at no cost unless explicitly stated otherwise in this Agreement. The DFS acknowledges that time is of the essence in the delivery of forensic services.
- B. The DFS currently provides forensic laboratory services in the disciplines of forensic biology/DNA, drug chemistry, trace chemistry, toxicology, microscopy, latent fingerprints, firearms/toolmarks, and footwear/tiretrack analysis. Testing in these disciplines will be accredited according to the currently employed ISO/IEC 17025 standard and the current accrediting body's supplemental requirements. Crime scene services are accredited according to standards promulgated by the Commission on Accreditation for Law Enforcement Agencies. Polygraph examinations are conducted pursuant to the Illinois Detection of Deception Examiners Act. [225 ILCS 430 et seq.]
- C. The DFS will have sole authority for establishing the policies, procedures, and guidelines regarding the delivery of crime scene and polygraph services as well as the submission, analysis, and return of evidence analyzed by its forensic laboratories.
- D. The Participating Agency may request crime scene and polygraph services by contacting the Crime Scene Services Command Center at 1-800-892-4095.
- E. The DFS will provide Participating Agency with current guidelines on the packaging and handling of evidence for laboratory submissions. The DFS will update copies of these guidelines for Participating Agencies at a website designated by the DFS. The current guidelines are:
 - 1. Evidence Packaging Procedures (ISP 6-420)
 - 2. Submission of Forensic Biology/DNA Evidence (ESH App. 1)
 - 3. Collection/Submission of DNA Samples from Deceased Victims (ESH App. 2)
 - 4. Collection of Biological Standards (ESH App. 3)
 - 5. Submission of Physical Evidence By Mail (ESH App. 4)
 - 6. Hair and Fiber Evidence Procedure (ESH App. 6)
 - 7. The Collection and Preservation of Paint Evidence (ESH App. 8)
 - 8. The Collection and Preservation of Fire Debris Evidence (ESH App. 9)
 - 9. The Collection and Preservation of Explosive Debris Evidence (ESH App. 10)

10. The Collection and Preservation of Glass Evidence (ESH App. 11)
11. Firearm Evidence (ESH App. 12)
12. Toolmark Evidence (ESH App. 13)
13. Footwear and Tire Track Evidence (ESH App. 14)
14. Firearms and Ammunition Reference Collection (ESH App. 15)
15. Submission of Drug and Marijuana Evidence (ESH App. 16)
16. Submission of Toxicology Evidence (ESH App. 17)
17. Fabric Impression Evidence (ESH App. 20)
18. AFIS Case Submission Guidelines for Agencies With Latent Print Examiners (ESH App. 21)
19. Submission of Evidence for Latent Print Examination (ESH App. 22)
20. Distribution of DEA-Provided Drug Samples for Canine Training (ESH App. 24)
21. Case Acceptance Policy for the Submission of Impression Evidence Captured as Digital Images for Laboratory Analysis (ESH App. 25)
22. Collection and Preservation of Gunshot Residue Evidence (ESH App. 26)
23. Submission of Touch-DNA Evidence (ESH App. 27)

- F. After DFS implements the new Laboratory Information Management System (LIMS), all Participating Agencies must utilize the website designated by the DFS to initiate and track the submission, analysis and retrieval of evidence. Guidelines for Participating Agency to register for this website are contained in Article X through XII of this Agreement.
- G. The Participating Agency will abide by the DFS guidelines for packaging, submitting, and receiving evidence. This includes case information required by the DFS secure website when submitting evidence for analysis. For cases having no suspect information at the time of submission to the DFS, the Participating Agency agrees to immediately notify the DFS should a suspect be developed during the Participating Agency's investigation. The Participating Agency also agrees to immediately notify the DFS if forensic analysis is no longer required for evidence submitted.
- H. Pursuant to 730 ILCS 5/5-4-3(n), the DFS shall only contract out forensic testing for an active investigation or a matter pending before a court of competent jurisdiction with the written consent of the prosecuting attorney.
 1. The DFS currently only contracts out forensic testing in the areas of forensic biology/DNA.
 2. The DFS will provide for the shipping and analysis of the outsourced service at no cost to the Participating Agency and/or prosecuting attorney.
 3. In the event court testimony is required by the vendor contracted to conduct the forensic biology/DNA testing, the DFS may assist in paying witness fees for any cases outsourced as part of DNA backlog reduction efforts. Any witness fees will be paid according to the rate outlined in the current vendor contract. DFS may pay

for witness travel expenses. DFS payment of any fee is contingent upon available funding.

- I. The DFS will employ due diligence and reasonable procedures to preserve evidence during evaluation and analysis; however, certain analytical techniques may require consumption and/or alterations such that the evidence can no longer be utilized for its intended purpose.
- J. The Participating Agency agrees to provide timely and appropriate permission for the consumption of evidence when the DFS provides notice a limited sample is present.
 - 1. For cases where a suspect is identified, a prosecuting attorney is assigned, and there is a high probability an evidentiary sample will be consumed during analysis, the DFS will:
 - i. Analyze a DNA, Toxicology, or Trace Chemistry sample only after the prosecuting attorney is notified of the consumption issue and authorization to consume the sample is obtained from the prosecuting attorney.
 - ii. Analyze a sample from a forensic discipline other than those disciplines outlined in 1.i. only after the prosecuting attorney has been notified of the consumption issue and the prosecuting attorney did not request that the analysis be delayed.
 - 2. For any case regardless of whether a suspect has been identified, and no prosecuting attorney has been assigned, and there is a high probability an evidentiary sample will be consumed during analysis, the DFS will:
 - i. Analyze a DNA, Toxicology, or Trace Chemistry sample only after the Participating Agency is notified of the consumption issue and authorization is obtained from the Participating Agency.
 - ii. Analyze a sample from a forensic discipline other than those disciplines outlined in 2.i. only after the Participating Agency has been notified of the consumption issue and the Participating Agency did not request that the analysis be delayed.
- K. The Participating Agency shall pay for the transport or shipping of all evidence that it sends to the DFS. The Participating Agency agrees to pick up that evidence at the DFS laboratory to which it was originally shipped. The Participating Agency agrees to respond to DFS requests to pick up evidence after analysis is completed in a timely manner.
- L. This Forensic Services Agreement creates no other financial agreements between the DFS and Participating Agency other than what is explicitly outlined herein.

ARTICLE III: MAINTENANCE OF RECORDS

- A. The DFS shall maintain and be the custodian of all records pertaining to the submission, analysis, storage, and reporting for evidence submitted to a DFS forensic laboratory and for crime scene services provided by DFS personnel. The records will consist of those consumed or generated by the DFS and may include reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material. The DFS shall maintain all records in compliance with relevant Record Retention Schedules and the State Records Act. [5 ILCS 160/et seq.]
- B. The DFS shall provide, upon request, copies of all reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material to the Participating Agency for all criminal cases where the DFS provided the Participating Agency laboratory or crime scene services. The DFS will only disseminate these records to another entity with the written permission of the Participating Agency or as otherwise described in this Agreement.
- C. The Participating Agency agrees the DFS may provide the prosecuting attorney with proper jurisdiction over an investigation copies of all reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material for criminal cases where the DFS provided the Participating Agency laboratory or crime scene services.
- D. The DFS may provide copies of any reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material in response to valid court orders and subpoenas.
- E. The Participating Agency may identify additional entities it wishes to grant permission to receive copies of reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material for criminal cases where the DFS provided the Participating Agency laboratory or crime scene services by adding the name of the entities in Article XII of this Agreement.
- F. The Participating Agency agrees to share summary case information (e.g., case number, offense, offense date) where an association is made with one of its cases and another case worked by the DFS or referenced in an individual characteristic databases (i.e., CODIS, NIBIN, AFIS, etc.).

- G. The Participating Agency agrees to maintain accurate agency and user data in the secure websites designated by the DFS.

ARTICLE IV: DURATION, MODIFICATION, AND TERMINATION

- A. This Agreement shall be in effect upon the signature of the Director of the Illinois State Police, or a properly appointed designee. The Agreement will be in effect for one year from the final date of signature and shall renew automatically for one year periods. Each party shall review the Agreement prior to the annual renewal date.
- B. Modifications to this Agreement may be made, but only in writing and signed by both parties.
- C. This Agreement will terminate when either party notifies the other of its intent to discontinue the Agreement. Notice shall be provided to the parties listed in Article XIII of this Agreement. The terminating party will provide the other party written notice at least 30 days prior to the desired termination date.

ARTICLE V: CONTROL AND SUPERVISION OF PERSONNEL

- A. The DFS will maintain exclusive control and supervision of its agents, employees, officials, contractors, and subcontractors.
- B. The Participating Agency will maintain exclusive control and supervision of its agents, employees, officials, contractors, and subcontractors.

ARTICLE VI: USE OF EQUIPMENT AND FACILITIES

- A. The DFS shall exercise sole operational control over all space, equipment, and activities in its forensic laboratories and crime scene offices.
- B. The DFS shall permit the Participating Agency access to designated evidence submission areas within its case-working laboratories from Monday to Friday from 8:30 a.m. to 5:00 p.m., with the exception of holidays designated by the Illinois Department of Central Management Services. The DFS shall make laboratory management staff available to the Participating Agency to coordinate after-hour requests for criminal cases requiring immediate attention. The DFS requests that the Participating Agency schedule appointments based on local laboratory protocols for the submission and retrieval of evidence at forensic laboratories.

ARTICLE VII: FREEDOM OF INFORMATION ACT

- A. In its afore-mentioned role as the custodian of all records generated, the DFS shall respond to requests for records made under the Freedom of Information Act (FOIA). [5 ILCS 140/et seq.] If records were created for the Participating Agency, the DFS may require an update on the status of an investigation to determine whether any statutory exemptions apply (e.g., whether a case is an active criminal investigation). The Participating Agency agrees to respond to case status inquiries in a timely manner so the DFS may satisfy FOIA deadlines.
- B. The Participating Agency is responsible for serving as the custodian of its records and responding to requests made to it under the Freedom of Information Act. [5 ILCS 140/et seq.]

ARTICLE VIII: INFORMATION SECURITY PROTOCOLS

- A. The DFS and Participating Agency shall comply with applicable Illinois court orders and subpoenas, Illinois and federal statutes, federal regulations, and Illinois administrative rules regarding confidential records or other information obtained by the parties to this Agreement. The records and information shall be protected by the parties to this Agreement from unauthorized disclosure. Any breach notification imposed by law shall be completed by party to this Agreement primarily responsible for said breach or improper dissemination of personally identifiable information or confidential records. Any costs resulting from a breach or improper dissemination shall be borne by the responsible party to this Agreement.
- B. The DFS will deploy and maintain its internal Laboratory Information Management System (LIMS), as well as the websites it makes available to the Participating Agency, utilizing information technology providers that are required by the DFS to adhere to the Federal Bureau of Investigation's current Criminal Justice Information Services (CJIS) Security Policy.
- C. The Participating Agency shall only utilize computer and telecommunications systems that are permanently maintained within its physically secure locations to access secure websites designated by the DFS.
- D. The DFS shall ensure its websites follow required CJIS Security Policy protocols relating to information security and encrypted communication.
- E. When the DFS makes multi-factor authentication available and Participating Agency elects to utilize it, they may access DFS websites from devices that are not permanently maintained within physically secure location. Alternatively, if the Participating Agency has already implemented multi-factor authentication on its mobile devices in accordance with

Sections 5.6 and 5.13 of the CJIS Security Policy, they may utilize these devices if permission is obtained from the Illinois CJIS Systems Officer with the Illinois State Police.

ARTICLE IX: LIABILITY AND WAIVER

- A. The DFS and Participating Agency shall not be liable for actions chargeable to the other including, but not limited to, the negligent acts and omissions of the agents, employees, contractors, or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not enlarge or diminish any obligation or duty owed by DFS or Participating Agency to the other or a third party.
- B. The DFS and Participating Agency shall only be liable for the errors, acts, and omissions of its own employees and officials. The parties to this Agreement shall not be liable, or responsible for, or indemnify each other for the errors, acts, or omissions of their respective employees or officials.
- C. A waiver of any condition of this Agreement must be requested in writing. No waiver of any condition of this Agreement may be effective unless in writing and signed by the authorized DFS and Participating Agency employees or officials.

ARTICLE X: PRE-LOG WEBSITE

- A. The DFS, Laboratory Information Management System (LIMS) utilizes Pre-Log (<https://limspl.isp.illinois.gov>) as the internet link for Participating Agency to log evidence for submission, track the progress of cases submitted to DFS, and retrieve reports and case notes associated with analysis. Articles XI through XII of this Agreement establishes how the DFS and Participating Agency will utilize Pre-Log and disseminate information.

ARTICLE XI: PRE-LOG RESPONSIBILITIES

- A. The Participating Agency must provide DFS with the information required in Article XI of this Agreement before access will be granted to the Pre-Log website.
- B. The Participating Agency shall provide the below information for DFS to create them as an entity in the LIMS database. This agency information will be used as the official name and address for the Participating Agency and will appear on reports and other documents. DFS will not utilize the United States Postal Service to mail reports or other documents to Participating Agency. All documents shall be obtained by Participating Agency through the Pre-Log website.

Agency Name:	
Agency ORI#:	Agency External IP Address:
Agency Type:	County:
Address:	Agency Email (to receive notifications):
City:	Zip code:

- C. The Participating Agency must designate a Pre-Log administrator. The DFS will contact the Pre-Log administrator and provide them a username and password to Pre-Log. Once the Pre-Log administrator can access Pre-Log, they will be able to create additional administrators and users for the Participating Agency.

Pre-Log Administrator Name:	
Email:	Telephone #:
Address:	City:
State:	Zip:

- D. The Participating Agency is responsible for informing the DFS if any information provided in Article XI of this Agreement changes. Participating Agency is responsible for updating the status and privileges of all administrators and users it creates in the Pre-Log website. This includes removing individuals who are no longer employed by the Participating Agency. Participating Agency is responsible for any misuse of information obtained by its administrators and users.

ARTICLE XII: PRE-LOG INFORMATION DISSEMINATION

- A. The Participating Agency will only be granted access to information related to its cases in the Pre-Log website unless it is also a prosecuting attorney with proper jurisdiction over an investigation.
- B. The Participating Agency may elect to grant another entity that has executed the Forensic Services Agreement with DFS access to their case information in the Pre-Log website. By completing the below section, the Participating Agency agrees to grant the below entities access to its cases in the Pre-Log website.

How many entities will be granted access?:
Agency Name:
Agency ORI:

- C. The Participating Agency is responsible for informing the DFS if any information provided in Article XII of this Agreement changes.

ARTICLE XIII: NOTICES

- A. All required notices shall be delivered to the following:

To the Participating Agency:

Chief Administrator Name:

Agency:

Address:

City:, Illinois zip code

To the DFS:

Deputy Director

Division of Forensic Services

801 South 7th Street, Suite 900S

Springfield, Illinois 62703

Chief Administrator, Participating Agency

Director, Illinois State Police

By: _____
Chief Administrator Name, _____ **Date:** _____

By: _____
Director, Leo P. Schmitz _____ **Date:** _____