

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.org

BOARD OF TRUSTEES MEETING AGENDA TUESDAY, NOVEMBER 3, 2020 7 p.m. MAPLE PARK CIVIC CENTER 302 WILLOW STREET, MAPLE PARK

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL/QUORUM ESTABLISHED
- **4. PUBLIC COMMENTS** Any resident wishing to address the Board may do so according to the guidelines set forth in the "Rules for Public Comments at Public Meetings" handout. Please complete a speaker request form and submit it to the Village Clerk.
- 5. 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
 - October 6, 2020
- b) Acceptance of Cash and Investment Report as of September 30, 2020
- c) Approval of Bills Payable and Manual Check Register #797

ACCOUNTS PAYABLE: \$104,202.93 MANUAL CHECKS: \$1,170.60 TOTAL: \$105,373.53

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

None

- 6. FINANCIAL REPORT
- 7. LEGAL REPORT
- 8. VILLAGE ADMINISTRATOR REPORT

Agenda Board of Trustees Meeting November 3, 2020 Page 2 of 3

- 9. POLICE DEPARTMENT REPORT
- 10. PUBLIC WORKS REPORT
- 11. ENGINEERING REPORT
- 12. OLD BUSINESS
- 13. NEW BUSINESS
 - A. **CONSIDERATIONS**
 - B. MOTIONS
 - 1) Appointment of Trustee Christian Rebone as the Infrastructure Committee Liaison

14. RESOLUTIONS

A. <u>RESOLUTION 2020-24</u> A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO APPROVE A ONE-YEAR AGREEMENT WITH LINTECH ENGINEERING, INC. FOR ENGINEERING SERVICES

This Resolution allows the Village President to execute a one-year Agreement with Lintech Engineering. Lintech will provide municipal engineering services to the Village.

B. <u>RESOLUTION 2020-25</u> A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN THE INTERGOVERNMENTAL RECIPIENT AGREEMENT AND DUPLICATION OF BENEFITS CERTIFICATION SO THAT CORONAVIRUS RELIEF FUNDS WILL BE DISBURSED BY COUNTY OF KANE, ILLINOIS TO THE VILLAGE OF MAPLE PARK

This Resolution authorizes the Village President to sign the intergovernmental agreement allowing Kane County to reimburse the Village of Maple Park for expenditures made to combat the coronavirus.

C. <u>RESOLUTION 2020-26</u> A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH HR GREEN, INC FOR A RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN IN THE AMOUNT NOT TO EXCEED \$15,583.50

This Resolution authorizes the Village President to enter into an agreement with HR Green, Inc for the preparation of a Risk and Resilience Assessment and Emergency Response Plan for the Village of Maple Park.

Agenda Board of Trustees Meeting November 3, 2020 Page 3 of 3

D. <u>RESOLUTION 2020-27</u> A RESOLUTION APPROVING THE REVISED MAPLE PARK TAX INCREMENT FINANCE (TIF) DISTRICT POLICY

This Resolution approves revisions to the TIF Policy whereby the Village will facilitate the reimbursement of TIF monies via the General Improvements Assistance Grant process and updates the TIF Infrastructure Project Priority List.

15. ORDINANCES

A. <u>ORDINANCE 2020-21</u> ORDINANCE TO SUPPLEMENT THE APPROPRIATION ORDINANCE FOR FISCAL YEAR 2021

This Ordinance supplements the Fiscal Year 2021 Appropriation Ordinance with CARES Act Coronavirus Relief Funds in the amount of \$40,611.

B. ORDINANCE 2020-22 GRANTING A SIX-MONTH EXTENSION FOR THE SPECIAL USE PERMIT TIME LIMIT TO THE IDEAL GROUP FOR THE PROPERTY LOCATED AT 18663 EAST COUNTY LINE ROAD, MAPLE PARK, ILLINOIS

An Ordinance for Extending, by Six Months, the Time Limitations for Submitting a Building Permit to Begin the Construction in Order to Maintain the Viability of the Special Use Permit for the Property at 18663 East County Line Road.

C. ORDINANCE 2020-XX 2020 TAX LEVY ORDINANCE – FIRST READING

An Ordinance for the Levy and Collection of Taxes for the Village of Maple Park, Kane and Dekalb Counties for the 2020 Tax Levy, payable in 2021.

- 16. VILLAGE PRESIDENT REPORT
- 17. TRUSTEE REPORT
- 18. EXECUTIVE SESSION
- 19. ADJOURNMENT



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BOARD OF TRUSTEES MEETING MINUTES TUESDAY, OCTOBER 6, 2020 7 p.m. MAPLE PARK CIVIC CENTER 302 WILLOW STREET, MAPLE PARK

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

President Curtis led everyone in the Pledge of Allegiance.

3. ROLL CALL/QUORUM ESTABLISHED

President Curtis asked for a roll call. Those answering present were Trustee JP Dries, Trustee Suzanne Fahnestock, Trustee Brandon Harris, Trustee Chris Higgins, Trustee Christian Rebone, Trustee Jen Ward.

Also present were Village Administrator Dawn Wucki-Rossbach, Chief Dean Stiegemeier, Public Works Superintendent Lou Larson, Treasurer Cheryl Aldridge, Village Engineer Jeremy Lin, Village Attorney Kevin Buick, and Village Clerk Terri D'Amato.

Also in attendance were those residents that signed in on the attached Sign in Sheet.

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. You may also send an email to <u>Villageclerk@Villageofmaplepark.com</u> in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting.

Village Clerk D'Amato read aloud to those in attendance the email comments that were received in the order in which they were received by the following residents:

- Allen Gibson
- Cliff Speare
- Brian Baenziger
- Ashley Blum

Copies of the email comments received are entered into the record of the minutes.

Those present at the meeting who spoke:

Kris Dalton – Asked about the trees in the easements that were hanging out causing difficulty in visibility at the intersections and asked that they be trimmed. Also spoke about the purchase of Village street and stated that the proposal needs to be heard before any decision is made.

Ronald Blum – Thanked Director Larson and his staff for taking care of the trees that were damaged during the last storm event. Regarding the sale of a Village street, felt all parties need to find a common ground and be objective.

Luke Goucher – Felt that all points made in the emails were good and valid; that some social media claims were not factual; there was a benefit to closing the street as it would eliminate a train crossing; intends on removing the back barn to add to outdoor dining and aid in traffic

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issues regarding loading and unloading; tent company will repair the street once the tents are removed. His restaurant is following all the COVID-19 mandates, and thanked everyone for their support as they are doing their best to be good neighbors. Indicated that having bands in the future would be optional.

Russ Dueringer – Was against the permanent closure and purchase of Pleasant Street as there was no reason to close it. He's been a resident of Maple Park since 1946 and a businessman in town for 34 years.

Alan Gibson – Stands by his letter/email.

Mark Salerno – Stated that he is against the sale of Pleasant Street.

John Peloso/HD Rockers – Felt that the issue of the sale of Pleasant Street should be put on the ballot, putting the question of the sale to the residents and voters.

5. AWARD PRESENTATION

 Alliance Against Intoxicated Motorists Certificate of Appreciation to Officer Matthew Maculan

Chief Stiegemeier read the letter he received from the Alliance Against Intoxicated Motorists recognizing Officer Maculan presented Officer Matthew Maculan with his Certificate of Appreciation from the Alliance Against Intoxicated Motorists.

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
 - Special Meeting August 18, 2020
 - Board Meeting September 1, 2020
- **b)** Receive and File
 - Infrastructure Committee August 11, 2020; September 8, 2020
 - Personnel Committee August 18, 2020; September 15, 2020
 - Planning Commission June 18, 2020
 - Finance Committee August 25, 2020
 - 2019 Annual Plan Commission Report
- c) Acceptance of Cash and Investment Report as of August 31, 2020
- d) Approval of Bills Payable and Manual Check Register #796

ACCOUNTS PAYABLE:	\$54,301.58
MANUAL CHECKS:	\$2,803.83
TOTAL:	\$57,105.41

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e) Approval of Travel, Meals, Lodging for Elected Officials -None-

Motion by Trustee Harris with 2^{nd} by Trustee Ward to approve Consent Agenda Items a.) through e.) On a roll call vote Trustees Dries, Ward, Rebone, Higgins, Harris, Fahnestock voted yes. Motion carried.

7. FINANCIAL REPORT

Treasurer Aldridge presented the monthly reports to the president and board. Village President Curtis asked if there were any questions regarding the reports. Trustee Fahnestock inquired about the impact in revenue from unemployment due to the pandemic. Treasurer Aldridge responded that we may not know the full impact until next Spring when tax return impacts may be felt. Budget predictions have been worked out until 2025 to look at worst case scenario. MFT funds have dropped slightly, but water funds have been steady and the Village is maintaining normal service levels.

8. LEGAL REPORT

Village President Curtis asked if there were any questions for Attorney Buick. None heard.

9. VILLAGE ADMINISTRATOR REPORT

Administrator Wucki-Rossbach that there was a six-month extension request received for the Special Use Permit for the property at 18663 County Line road, which would make the deadline in March 2021.

Census response rate is currently at 79%, which doesn't include any information from Census takers that have been out in the Village.

10. POLICE DEPARTMENT REPORT

Chief Stiegemeier reported that his officers attended State-mandated taser training on Saturday, October 3rd. Trustee Dries thanked the Chief and his officers on their increased visibility in the Village, and for the professional engagement they have shown during calls.

11. PUBLIC WORKS REPORT

Superintendent Larson reminded everyone that there is no leaf pick up program in the Village and raking leaves into the streets blocks the storm sewers. Reminder to the residents about leaf raking will be posted on the website as well as the Village Facebook page.

12. ENGINEERING REPORT

Village Engineer Lin reported the following:

- Waste Water Treatment Plant property purchase before the board already on the agenda.
- Center Street gravel has been filled in the off-street parking areas.
- Both the Wastewater Treatment plant and lift stations are operating fine.

13. OLD BUSINESS

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14. NEW BUSINESS

A. CONSIDERATIONS

i. Pleasant Street Purchase Proposal

Discussions about possible purchase included the following issues/concerns:

- Pleasant street has been previously suggested to be closed.
- Parking in downtown is already a challenge.
- This closure would be part of the Downtown Redevelopment process.
- Suggestion to include purchase on referendum/ballot to the residents.

ii. Additional Parking Regulations-Recreational Vehicles and Trailers

Complaints from residents regarding trailer parking was brought before the Board for consideration regarding the current ordinance. After some discussion, board consensus was to send the issue to the Planning Commission for review and suggestion.

B. MOTIONS

 Motion to Approve Committee Liaisons for Committee of the Whole Meetings Suzanne Fahnestock – Personnel Committee Liaison Christopher Higgins – Finance Committee Liaison

Motion by Trustee Rebone with 2nd by Trustee Dries to approve appointments of Suzanne Fahnestock as Personnel Committee Liaison and Christopher Higgins as Finance Committee Liaison. On a roll call vote Trustees Fahnestock, Dries, Ward, Rebone, Higgins, Harris voted yes. Motion carried.

ii. Motion to Approve Letter Inquiring About Land Acquisition for the Wastewater Treatment Facility

Question about any backup plan for the Village regarding water supply was brought up. Currently, the Village is partnered with Kishwaukee Reclamation. There was annexation agreement within previous development plan however that depended on the number of homes sold and that development is no longer feasible.

Motion by Trustee Higgins with 2nd by Trustee Rebone to Approve Letter Inquiring About Land Acquisition for the Wastewater Treatment Facility. On a roll call vote Trustees Harris, Fahnestock, Dries, Ward, Rebone, Higgins voted yes. Motion carried.

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15. RESOLUTIONS

A. <u>RESOLUTION 2020-22</u> A RESOLUTION EXTENDING THE TEMPORARY CLOSURE OF VILLAGE STREETS

This Resolution extends the termination date of outdoor seating and dining for the bars and restaurants in Maple Park until November 15, 2020 with tear down and neighborhood cleanup to be completed by 12:00 Noon on November 16, 2020.

Trustee Harris wanted to dispel any rumors or questions about his integrity with regards to any issues regarding the outdoor dining, and reminded everyone to review his voting record where he abstained on any vote.

Trustee Fahnestock had questions and concerns regarding snow plowing if roads were still closed and we experienced any snow issues. Supt. Larson indicated that they have that already taken care of.

Motion by Trustee Higgins with 2nd by Trustee Fahnestock to adopt Resolution 2020-22 A Resolution Extending the Temporary Closure of Village Streets. On a roll call vote Trustees Dries, Fahnestock, and Higgins voted yes, Trustee Rebone voted No, Trustees Harris and Ward abstained. President Curtis voted No. Motion passed. (3 Yeas; 2 Abstain; 2 No)

B. <u>RESOLUTION 2020-23</u> A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO APPROVE AN AGREEMENT WITH THE FOSTER & BUICK LAW GROUP FOR VILLAGE LEGAL SERVICES

This Resolution authorizes the Village President to enter into an agreement with Foster & Buick Law Group to continue utilizing their services as Village Attorney.

Motion by Trustee Dries with 2nd by Trustee Rebone to adopt Resolution 2020-23 a Resolution Authorizing the Village President or Her Designee to Approve an Agreement with the Foster & Buick Law Group for Village Legal services. On a roll call vote Trustees Rebone, Higgins, Harris, Fahnestock, Dries, Ward voted yes. Motion carried.

16. ORDINANCES

A. <u>ORDINANCE 2020-19</u> AN ORDINANCE AMENDING TITLE 11, "ZONING REGULATIONS," CHAPTER 1, "TITLE; PURPOSE; DEFINITIONS," CHAPTER 2, "GENERAL PROVISIONS," AND CHAPTER 8, "INDUSTRIAL DISTRICTS" OF THE VILLAGE OF MAPLE PARK MUNICIPAL CODE PERTAINING TO ADULT-USE CANNABIS ESTABLISHMENTS

This Ordinance sets the zoning and regulations regarding any Adult Use Cannabis establishments within the Village of Maple Park.

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Trustee Fahnestock asked for clarification on Item #7. Administrator Wucki-Rossbach explained that this had to do with on-site consumption and that will not be allowed on any dispensary property located within the Village of Maple Park.

Motion by Trustee Higgins with 2nd by Trustee Harris to approve Ordinance 2020-19, an Ordinance Amending Title 11, "Zoning Regulations," Chapter 1, "Title; Purpose; Definitions," Chapter 2, "General Provisions," and Chapter 8, "Industrial Districts" of the Village of Maple Park Municipal Code Pertaining to Adult-Use Cannabis Establishments.

On a roll call vote Trustees Ward, Rebone, Higgins, Harris, Fahnestock, Dries voted yes. Motion carried.

17. VILLAGE PRESIDENT REPORT

President Curtis thanked all in attendance for coming out to the meeting. Thanked Trustee Dries for his service to the Village as he and his family will be moving out of town shortly.

18. TRUSTEE REPORT

Trustee Dries inquired about hours for Halloween and what compliance measures the Village will be taking. Administrator Wucki-Rossbach indicated that hours will be from 4:00 p.m. to 7:00 p.m., and the Village will be following the compliance regulations shared from the IDPH. Also suggested that residents turn their porch light on if they are participating, and turn their porch light off if they will not be participating.

19. EXECUTIVE SESSION

20. ADJOURNMENT

Having no further business before the board, motion by Trustee Rebone with 2nd by Trustee Higgins to adjourn. Motion carried by voice vote.

Meeting adjourned at 8:27 p.m.

Respectfully submitted,

Terri D'Amato Village Clerk

VILLAGE OF MAPLE PARK, ILLINOIS Schedule of Cash and Investments September 30, 2020

Total Village Escrow Funds

Total Village Cash & Investments

	Interest	S.D.	IPTIP	en carra y	Old Second	Total Cash
Fund	Rate	CDs	Accounts	First Midwest	Checking	& Investments
Operating Funds						
General Fund						
Old Second - Checking Acct	0.00%	_	_	_	57,119.20	57,119.2
Illinois Public Treasurer's Pool	0.17%	-	410,580.09	-	57,119.20	410,580.0
Total General Fund	0.1770 _	-	410,580.09		57,119.20	467,699.2
10tai General Fund	_	-	410,200.07		3/,117.20	407,077.2
Utilty Tax Fund						
Old Second - Checking Acct	0.00%	-	-	-	35,725.46	35,725.4
First Midwest Bank	0.04%	-	-	336,094.31	-	336,094.3
Illinois Public Treasurer's Pool	0.17%	-	109,958.08	-	-	109,958.0
First Midwest Bank - CD (for vehicle loan)	0.50%	37,000.00	-	-	-	37,000.0
First Midwest Investment Account	0.01%	-	-	-	-	-
Total Utility Tax Fund	_	37,000.00	109,958.08	336,094.31	35,725.46	518,777.8
mm bt at an at						
TIF District Fund	0.000/					
Old Second - Checking Account	0.00%	-	-	-	-	200 222 7
Old Second - TIF Checking Acct	0.00%			-	389,232.77	389,232.7
Total Road & Bridge Fund	_	-		-	389,232.77	389,232.7
Road & Bridge Fund						
Old Second - Checking Account	0.00%	_	_	_	32,946.95	32,946.9
Illinois Public Treasurer's Pool	0.17%	_	56,241.56	_	32,7 10.75	56,241.5
Total Road & Bridge Fund	0.1770 _		56,241.56		32,946.95	89,188.5
Total Road & Dirage I und	_		JU,271.JU	-	34,770.75	07,100.2
Motor Fuel Tax Fund						
Old Second - Checking Account	0.00%	-	-	-	-	-
Illinois Public Treasurer's Pool	0.17%	-	98,771.80	-	-	98,771.8
Total Motor Fuel Tax Fund	_	-	98,771.80	-	-	98,771.8
	_		•			
Water & Sewer Funds						
Operating Accounts						
Old Second - Checking Account	0.00%	-	-	-	56,310.71	56,310.7
Illinois Public Treasurer's Pool	0.17%		435,413.27		-	435,413.2
Total Operating Accounts	=		435,413.27	-	56,310.71	491,723.9
Water Improvement Account						
Old Second - Checking Account	0.00%	-	-	-	46,619.89	46,619.8
Illinois Public Treasurer's Pool	0.17%	-	292,936.19	-	-	292,936.1
First Midwest Investment Account	_	-	-	-	<u> </u>	<u>-</u>
Total Water Improvement Accounts	_	-	292,936.19	-	46,619.89	339,556.0
Cowan Immercement Account						
Sewer Improvement Account	0.000/				59.012.64	59.012.6
Old Second - Checking Account	0.00%	-	450 172 20	-	58,912.64	58,912.6
Illinois Public Treasurer's Pool	0.17%	-	450,172.20	-	-	450,172.2
First Midwest Investment Account	-		450 172 20	-	50.012.64	500,004.6
Total Sewer Improvement Accounts	_	-	450,172.20		58,912.64	509,084.8
	-					
Total Water & Sewer Funds	-	-	1,178,521.66		161,843.24	1,340,364.9
Total Village Operating Funds	-	37,000.00	1,854,073.19	336,094.31	676,867.62	2,904,035.
Escrow Funds						
School Land Cash						
Old Second - Checking Account	0.00%	-	-	-	-	-
•	_					
Developer Escrow Fund Old Second - Checking Account	- 200/				10 201 22	10.201
Old Cocond Checking Account	0.00%	-	-	_	48,381.32	48,381.3

37,000.00

1,854,073.19

336,094.31

48,381.32

725,248.94

48,381.32

2,952,416.44

SYS DATE:10/28/20	VILLAGE OF MAPLE PARK A / P W A R R A N T L I S REGISTER # 797	SYS TIME:12:48 T [NW1]
DATE: 10/28/20	Wednesday October 28, 2020	PAGE 1
PAYABLE TO INV NO G/L NUMB	ER DESCRIPTION	AMOUNT DISTR
01 ABD CYCLE CLUB 09272020 01-00-49 09272020 01-00-45 09272020 01-00-21	50 RENTAL REFUND	700.00 300.00 300.00 100.00
01 AEP ENERGY 3010527038 0920 52-10-57 3010527049 0920 52-20-57 3010527050 0920 52-20-57	30 WWTP	2807.22 1371.55 1358.41 77.26
01 SYCAMORE FORD 5637399 01-50-56 5637408 01-50-56		90.74 45.37 45.37
01 CASEY'S BUSINESS MASTERCAR 10082020 01-30-52		365.22 365.22
01 KAREN CLIFTON 09252020 01-30-51	00 USPS REIMBURSEMENT	8.20
01 CODE BLUE 2900 01-10-54 2900 01-10-54		150.00 100.00 50.00
01 COMMONWEALTH EDISON 0147077192 0920 01-50-57 4665155040 1020 01-50-57 5778015012 0920 01-20-57	30 STREET LIGHTING	1326.73 199.69 1001.51 125.53
01 CONSERV FS, INC. 121014186 01-20-52 121014186 52-10-52 121014186 01-50-52 121014186 52-20-52	50 GASOLINE 50 GASOLINE	293.69 105.73 105.73 41.12 41.11
01 DE LAGE LANDEN PUBLIC FINA 69791288 01-10-51 69791288 01-10-52	60 COPIER&POSTAGE MACHIN	487.08 E LEASE 199.82 287.26
01 THE ECONOMIC DEVELOPMENT G 10062020 13-00-84		1102.80
01 FOSTER, BUICK, CONKLIN & L 34772 01-10-53		918.75 918.75
01 FRONTIER 8158273710 1020 52-10-57 8158275039 1020 52-20-57 8158275069 1020 52-20-57	00 WWTP	187.31 65.85 55.76 65.70
01 HAWKINS, INC. 4807870 52-10-51	.10 CHEMICALS	70.07
01 ILLINOIS MUNICIPAL LEAGUE 10022020 01-10-55 10022020 01-10-55	70 2021 IML DUES	44781.19 250.00 % DISCOUNT) 44531.19

PROJECT L17-3375 PROJECT L17-3375

18552.35

01 ILLINOIS ENVIRONMENTAL PROTECT 09172020 52-10-5886 09172020 52-10-5888

13948.26 4604.09

SYS DATE:10/28/20	V	ILLAGE OF MAPLE PARK	SYS TIME:12:48
	A / P	WARRANT LIST	[NW1]
DATE: 10/28/20	Wedn	REGISTER # 797 esday October 28, 2020	PAGE 2
PAYABLE TO INV NO	G/L NUMBER	AMOU DESCRIPTION	NT DISTR
01 ILLINOIS ASSOC 6509	. OF CHIEFS OF P 01-30-5570	110. MEMBERSHIP (01/21-12/21)	00 110.00
01 JACOB & KLEIN,	LTD.	275.	70
10062020	13-00-8417	TIF PROFESSIONAL FEES	275.70
01 JANCO SUPPLY II	NC.	89.	50
282974	01-40-5100	GENERAL SUPPLIES	89.50
01 JOSH JORDAN 10312020	01-10-5700	25. CELL PHONE STIPEND	25.00
01 KANELAND COMM.	UNIT SCHOOL DIS	2191.	
MP20-10	28-00-2200.90	KANELAND FOUNDATION DONATION	
MP20-84	70-00-5930	PAYMENT TO SCHOOLS	
01 KANE COUNTY TRI	EASURER	12240.	73
2020-00000022	54-00-8205	RECOVERY BOND PAYMENT	12055.56
2020-00000022	54-00-8207	RECOVERY BOND PAYMENT	185.17
01 LINTECH ENGINE	ERING, INC.	2720.	00
3873	01-10-5320	BOARD MEETING	170.00
3873	01-10-5320	LOT REVIEWS	2550.00
01 MAPLE PARK FIRM MP20-84	PROTECTION DIS	1008.	67
	28-00-2200.93	FIRE DISTRICT IMPACT FEES	1008.67
01 MAPLE PARK LIBI	RARY	1008.	67
MP20-84	28-00-2200.92	LIBRARY IMPACT FEES	1008.67
01 MEDIACOM	01-10-5700	156.	90
10212020		INTERNET SERVICE	156.90
01 LINTECH ENGINE	ERING, INC.	2500.	00
3874	52-10-5390	OPERATION SERVICES	1250.00
3874	52-20-5390	OPERATION SERVICES	1250.00
01 MIDWEST SALT	52-10-5110	3179.	68
P453358		SALT	3179.68
01 NICOR		282.	59
331314100041020		GARAGE GAS	42.68
399087100051020		CIVIC CENTER GAS	239.91
01 NORTH EAST MUL- 275583	FI-REGIONAL 01-30-5560	TRAINING 120.	120.00
01 SHAW SUBURBAN M	MEDIA	CANNABIS PUBLIC HEARING 82.	46
1814646	01-10-5900		82.46
01 QUADIENT, INC.	01-10-5160	83.	85
57965998		POSTAGE MACHINE	83.85
01 QUILL CORPORAT: 11573959 11590171	01-10-5200 01-10-5200	251. OFFICE SUPPLIES OFFICE SUPPLIES	42 152.84 98.58
01 R.J. O'NEIL	01-40-5600	807.	97
00112850		BOILER MAINTENANCE	807.97
01 SHODEEN HOMES I MP18-53 MP18-53 MP19-92	01-00-2103 01-00-4410 01-00-2103	DEPOSITS PAYABLE FINAL INSPECTION DEPOSITS PAYABLE	00 1050.00 50.00- 1050.00

SYS DATE:10/28/20	A / P	VILLAGE OF MAPLE PARK WARRANT LIST REGISTER # 797	SYS TIME:12:48 [NW1]
DATE: 10/28/20	Wed	nesday October 28, 2020	PAGE 3
PAYABLE TO INV NO	G/L NUMBER	AMOUNT DESCRIPTION	DISTR
MP19-92	01-00-4410	REINSPECTIONS (3)	150.00-
01 CURRAN CONTRACTS 20350	ING COMPANY 01-50-5620	145.60 COLD PATCH	145.60
01 STERLING CODIFIE 2733	ERS / AMERICAN 01-10-5390	1718.25 2020 S-1 SUPPLEMENT	1718.25
01 E. DEAN STIEGEME 10092020 10102020	01-30-5560 01-30-5560	66.17 TRAINING EXPENSE REIMURSEMENT TRAINING EXPENSE REIMURSEMENT	31.79 34.38
01 UNITED RADIO COM 109024999-1 109025047-1	MUNICATIONS, I 01-30-5600 01-30-5600	275.00 RADIO REPAIR RADIO REPAIR	230.00 45.00
01 USIC LOCATING SE 401368 401368 401368	ERVICES, LLC 01-10-5390 52-10-5390 52-20-5390	856.00 LOCATES LOCATES LOCATES	428.00 214.00 214.00
01 VERIZON WIRELESS 9865287509 9865287509 9865287509	01-10-5700 01-30-5700 01-30-5700	266.22 CELL PHONES (LESS CREDIT) CELL PHONES AIR CARDS	76.60 79.59 110.03
** TOTAL CHECKS	TO BE ISSUED	104202.93	3

SYS DATE:10/28/20

VILLAGE OF MAPLE PARK A / P W A R R A N T L I S T REGISTER # 797 Wednesday October 28, 2020

SYS TIME:12:48 [NW1]

PAGE 4

DATE: 10/28/20

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 GENERAL FUN	 ND		58503.69	
13 TIF DISTRIC	СТ		1378.50	
28 DEVELOPERS	ESCROW FUND		2008.54	
52 WATER & SEV	WER FUND		27871.47	
54 WATER IMPRO	OVEMENT ACCT		12240.73	
70 SCHOOL LAND	CASH FUND		2200.00	
*** GRAND TO	OTAL ***		104202.93	
	OR REGULAR CHECKS: OR DIRECT PAY VENDO	ORS:	103,384.18 818.75	

SYS DATE: 10/28/20

VILLAGE OF MAPLE PARK A/P WARRANT LIST

SYS TIME:12:48 [NW1]

Wednesday October 28, 2020 DATE: 10/28/20

PAGE 5

	A/P MANUA	AL CHECK	POSTING LIS	ST		
POSTINGS FROM ALL	CHECK REGISTRATION	RUNS (NR)	STNCF LAST	T CHECK	VOUCHER	RUN(NCR)

			, ,		, ,
PAYABLE TO REG# INV	NO	CHECK DA' G/L NUMBER	TE CHECK NO DESCRIPTION	AMOUNT	DISTR
78 092 78 092 78 092 78 092 78 092 78 092 78 092 78 092	BANK & TRUS 72020H 72020J 72020J 72020L 72020L 72020L 72020L 72020L 72020L 72020L	T 10/08/3 01-30-5600 01-10-5200 01-20-5600 01-10-5390 01-10-5550 01-10-5700 01-30-5100 01-30-5700 54-00-5900	20 22331 MAINTENANCE & R OFFICE SUPPLIES MAINTENANCE & R OTHER PROFESSIO SOFTWARE EXPENS TELEPHONE GENERAL SUPPLIE TELEPHONE OTHER EXPENSE	EEPAIR NAL SERVICES SE	35.51 63.72 227.87 295.42 191.12 162.14 26.35 140.92 27.55

^{**} TOTAL MANUAL CHECKS REGISTERED

1170.60

REPORT SUMMA	RY			
CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL	
01	104202.93	1170.60	105373.53	
TOTAL CASH	104202.93	1170.60	105373.53	

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL	
 01	 58503.69	======================================	59646.74	====
13	1378.50	.00	1378.50	
28	2008.54	.00	2008.54	
52	27871.47	.00	27871.47	
54	12240.73	27.55	12268.28	
70	2200.00	.00	2200.00	
TOTAL DISTR	104202.93	1170.60	105373.53	

TOTAL ADMINISTRATION & FINANCE TOTAL PARKS & GROUNDS 43,743		FY 2020 Actuals	FY 2021 Budget	Budget May 20 - Oct 20	Actual Totals for May 20 - Oct 20	Variance to Budget
TOTAL ADMINISTRATION & FINANCE TOTAL PARKS & GROUNDS 43,743		01 - GENERAI	L FUND			
TOTAL PARCS & GROUNDS TOTAL POLICE DEPARTMENT TOTAL COLOR DEPARTMENT TOTAL SENDER DEPARTMENT TOTAL SENDER DEPARTMENT TOTAL SENDER DEPARTMENT TOTAL COLOR DEPARTMENT TOTAL DEPA	TOTAL GENERAL FUND REVENUE					(54,48
TOTAL POLICE DEPARTMENT TOTAL CIPIC CENTER TOTAL CIPIC CENTER TOTAL STREET DEPARTMENT TOTAL GENERAL PLAND SEPRONTURES TY 492 791-888 4577-28 335-961 121, GENERAL FUND NET INCOMEACOSS TI 1289 (73.178) (33.956) 142.302 (176.178) TOTAL GENERAL FUND DET INCOMEACOSS TOTAL SEPRENDITURES TOTAL EXPENDITURES TOTAL EXPENDITURE						29,14
TOTAL COND CENTER 1 19-499 75 000 37,500 55.00 52.00 17.01 STREET						6,91
TOTAL STREET DEPARTMENT TOTAL EMERGENCY MANAGEMENT DEPARTMENT TOTAL EMERGENCY MANAGEMENT DEPARTMENT TOTAL EMERGENCY MANAGEMENT DEPARTMENT TOTAL CONTROL OF MANAGEMENT DEPARTMENT TOTAL CONTROL OF MANAGEMENT DEPARTMENT TOTAL CONTROL OF MANAGEMENT DEPARTMENT TOTAL REVENUE 12. UTILITY TAX FUND 12. UTILITY TAX FUND 12. UTILITY TAX FUND 13. MS 2000 48.500 52.441 20.001 TOTAL EXCEPTION DEPARTMENT TOTAL EXCEPTION DEPARTMENT DEPARTMENT TOTAL EXCEPTION DEPARTMENT DEPARTMENT TOTAL EXCEPTION DEPARTMENT DEPARTMENT TOTAL EXCEPTION DEPARTMENT DE						32,00
TOTAL EMERGENCY MARAGEMENT DEPARTMENT OF 74,932 791,888 457,728 355,551 121. GENERAL FUND NET INCOMELOSS 174,932 791,888 457,728 355,551 121. TOTAL GENERAL FUND NET INCOMELOSS 174,932 791,888 457,728 355,551 121. TOTAL REVENUE 126,845 82,000 48,500 28,241 20. TOTAL EXPENDITURES 150,482 199,759 62,307 55,306 10. UILITY TAX FUND NET INCOMELOSS 150,482 199,759 62,307 55,306 10. 13 - TIF DISTRICT FUND TOTAL EXPENDITURES 98,227 92,000 92,000 21,864 (129, 120, 120, 120, 120, 120, 120, 120, 120						19,33
11,829 (73,178) (33,956) 142,302 (176, 176) (-				6,02
12-UTILITY TAX FUND	TOTAL GENERAL FUND EXPENDITURES					121,77
TOTAL REVENUE 128,845 8,000 48,500 28,241 20,000 101,101,102,103,007) 128,007 129,007 101,101,101,101,101,101,101,101,101,101	GENERAL FUND NET INCOME/LOSS	11,829	(73,178)	(33,956)	142,302	(176,25
15		12 - UTILITY TA	AX FUND			
13-TIF DISTRICT FUND 13.807 (24,066) 10.2						20,25
13 - TIF DISTRICT FUND						10,0
TOTAL REVENUE	UTILITY TAX FUND NET INCOME/LOSS	(23,637)	(117,759)	(13,807)	(24,066)	10,2
15 - ROAD & BRIDGE FUND NET INCOME/LOSS 5,293 68,310 72,060 218,667 (146,150 146,1		13 - TIF DISTRIC	CT FUND			
15 - ROAD & BRIDGE FUND NET INCOME/LOSS 82,903 68,310 72,060 218,867 (146,000						(129,68
TOTAL REVENUE 47.271 61.750 61.125 57.818 3.3 TOTAL EXPENDITURES 61.165 80.285 79.785 22.070 57. ROAD & BRIDGE FUND NET INCOME/LOSS (13.894) (18.535) (18.600) 35.748 (54.400) TOTAL REVENUE 51.379 48.822 20.995 51.780 (30.700) MOTOR FUEL TAX FUND 140.000 140.000 140.000 **TOTAL EXPENDITURES - 140.000 140.000 140.000 MOTOR FUEL TAX FUND NET INCOME/LOSS 51.379 (19.178) (119.005) (88.220) (30.700) **TOTAL REVENUE 26.118 10.000						(146,60
TOTAL REVENUE		15 - ROAD & BRII	DGE FUND			
TOTAL REVENUE	TOTAL REVENUE	47.271	61.750	61.125	57.818	3,30
TOTAL REVENUE 51,379 48,822 20,995 51,780 (30,700 140,000 140,						57,7
TOTAL REVENUE	ROAD & BRIDGE FUND NET INCOME/LOSS	(13,894)	(18,535)	(18,660)	35,748	(54,4
TOTAL REVENUE						
TOTAL EXPENDITURES	TOTAL DEVENUE			20.005	51 780	(30.7)
### TOTAL REVENUE 10,048 93,669 67,984 73,075 65,000 70.000 7		51,579				(30,7
TOTAL REVENUE 26,118 10,000		51,379				(30,7
TOTAL EXPENDITURES 26,118 10,000 - - -						
DEVELOPER ESCROW FUND NET INCOME/LOSS				-	-	-
TOTAL REVENUE 463,550 475,866 240,459 189,285 51, TOTAL WATER EXPENDITURES 272,480 280,821 139,691 154,971 (15, TOTAL SEWER EXPENDITURES 116,878 124,872 62,966 52,875 10,0 TOTAL WATER & SEWER FUND EXPENDITURES 389,358 405,693 202,657 207,846 (5, WATER & SEWER FUND NET INCOME/LOSS 74,193 70,174 37,802 (18,561) 563.				-	-	-
TOTAL WATER EXPENDITURES 272,480 280,821 139,691 154,971 (15,7) TOTAL SEWER EXPENDITURES 116,878 124,872 62,966 52,875 10,0 TOTAL WATER & SEWER FUND EXPENDITURES 389,385 405,693 202,667 207,846 (5,5) WATER & SEWER FUND NET INCOME/LOSS 74,193 70,174 37,802 (18,561) 56,3 **TOTAL REVENUE*** TOTAL EXPENDITURES*** **TOTAL EXPENDITURES*** **WATER IMPROVEMENT ACCOUNT** **TOTAL EXPENDITURES*** **TOTAL EXPENDITURES*** **SEWER IMPROVEMENT ACCOUNT** **TOTAL REVENUE*** **TOTAL EXPENDITURES*** **TOTAL EXPENDITURES		52 - WATER & SE	WER FUND			
TOTAL SEWER EXPENDITURES 116,878 124,872 62,966 52,875 10,000 10,						51,17
TOTAL REVENUE TOTAL REVENUE TOTAL REVENUE TOTAL EXPENDITURES T						(15,2
### TOTAL REVENUE TOTAL REVENUE TOTAL REVENUE TOTAL EXPENDITURES						10,0
TOTAL REVENUE 100,648 93,669 67,984 73,075 (5,000) (61,800) (<u> </u>					
TOTAL REVENUE 100,648 93,669 67,984 73,075 (5,0 TOTAL EXPENDITURES 16,361 94,561 69,376 12,604 56,7 WATER IMPROVEMENT NET INCOME/LOSS 84,287 (892) (1,392) 60,470 (61,8 SEWER IMPROVEMENT ACCOUNT TOTAL REVENUE 73,827 55,993 45,993 49,918 (3,9 TOTAL EXPENDITURES - 37,817 37,817 - 37,817 37,817 - 37,817 37,817 - 37,817 SEWER IMPROVEMENT NET INCOME/LOSS 73,827 18,177 8,177 49,918 (41,7 TOTAL REVENUE 20,800 (20,8 TOTAL EXPENDITURES 37,817 24,000 (24,6 SEWER IMPROVEMENT NET INCOME/LOSS (3,200) 3,2 SEWER IMPROVEMENT NET INCOME/LOSS (3,200) 3,2 GRAND TOTAL REVENUE 1,766,226 1,638,821 1,000,829 1,170,853 (170,6 GRAND TOTAL REVENUE 1,766,276 1,766,276 1,766,276 1,766,276 1,770,770 1,770,770 1,770,770 1,770,770 1,770,770 1,770,770 1,770,770 1,770,770 1,770,770 1,770,770 1,770,770 1,770,770 1,770 1,770 1,770 1,770 1,770 1,770 1,770 1,770 1,770 1,770 1,770 1,770 1,770 1,7	WATER & SEWERT OND NET INCOME/E000	74,193	70,174	37,002	(10,301)	30,0
TOTAL EXPENDITURES 16,361 94,561 69,376 12,604 56,78	54	- WATER IMPROVE	MENT ACCOUNT			
### TOTAL REVENUE TOTAL REVENUE TOTAL REVENUE TOTAL REVENUE TOTAL REVENUE TOTAL REVENUE TOTAL EXPENDITURES TOTAL EXPENDIT						(5,0
### TOTAL REVENUE 73,827 55,993 45,993 49,918 (3,977) 37,817 37,817 - 37,817 37,817 - 37,817 37,817 - 37,817 37,817 - 37,817 37,817 - 37,817 37,817 - 37,817 - 37,827 18,177 8,177 49,918 (41,77) 41,717 41,7					,	56,7
TOTAL REVENUE 73,827 55,993 45,993 49,918 (3,9 17 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18	WATER IMPROVEMENT NET INCOME/LOSS	84,287	(892)	(1,392)	60,470	(61,8
TOTAL EXPENDITURES SEWER IMPROVEMENT NET INCOME/LOSS 73,827 18,177 37,817 37,817 - 37,817 70 - SCHOOL LAND CASH TOTAL REVENUE TOTAL EXPENDITURES	56	-SEWER IMPROVEN	MENT ACCOUNT			
TOTAL REVENUE		73,827	55,993		49,918	(3,9
TOTAL REVENUE 20,800 (20,8 TOTAL EXPENDITURES 24,000 (24,0 SEWER IMPROVEMENT NET INCOME/LOSS (3,200) 3,2 GRAND TOTAL REVENUE 1,766,226 1,638,821 1,000,829 1,170,853 (170,6 CORRECTION OF THE PROPERTY OF THE						37,8
TOTAL REVENUE 20,800 (20,8 TOTAL EXPENDITURES 24,000 (24,0 TOTAL EXPENDITURES) 24,000 (24,0 TOTAL EXPENDITURES) (3,200) 3,2 TOTAL EXPENDITURES (3,200) 3,2 TOTAL EXPENDITURES (3,200) 3,2 TOTAL EXPENDITURES (3,200) 3,2 TOTAL EXPENDITURES	SEWER IMPROVEMENT NET INCOME/LOSS	73,827	18,177	8,177	49,918	(41,7
TOTAL EXPENDITURES - - - - 24,000 (24,000 (24,000) (3,200) 3,32 GRAND TOTAL REVENUE 1,766,226 1,638,821 1,000,829 1,170,853 (170,000)		70 - SCHOOL LA	AND CASH			
SEWER IMPROVEMENT NET INCOME/LOSS (3,200) 3,2 GRAND TOTAL REVENUE 1,766,226 1,638,821 1,000,829 1,170,853 (170,000)	TOTAL DEVENUE	-		-		(20,8
						3,2
GRAND TOTAL EXPENSES 1,425,340 1,783,702 1,069,609 797,794 271,8	TOTAL EXPENDITURES					
	TOTAL EXPENDITURES SEWER IMPROVEMENT NET INCOME/LOSS	1,766,226	1,638,821	1,000,829	1,170,853	(170,0
GRAND TOTAL NET INCOME / LOSS 340,887 (144,881) (68,780) 373,059 (441,881)	TOTAL EXPENDITURES SEWER IMPROVEMENT NET INCOME/LOSS GRAND TOTAL REVENUE					(170,0 271,8

		FY 2020 Actuals	FY 2021 Budget	Budget May 20 - Oct 20	Actual Totals for May 20 - Oct 20	Variance to Budget
	01	GENERAL FUND				
REVENUES						
01-00-4110	REAL ESTATE TAX - DEKALB CO.	117,431	121,752	121,752	119,426	2,326
01-00-4120	REAL ESTATE TAX - KANE CO.	103,279	104,698	104,698	101,893	2,806
01-00-4220	STATE OF IL - INCOME TAX	115,677	97,729	32,576	76,778	(44,201)
01-00-4240	STATE OF IL-MUNICIPAL SALES TAX	156,831	105,000	47,727	58,306	(10,579)
01-00-4250	STATE OF IL-REPLACEMENT TAX	3,632	3,000	1,500	1,685	(185)
01-00-4270	STATE OF IL-USE TAX	45,841	40,692	17,439	26,563	(9,124)
01-00-4280	STATE OF IL-VIDEO GAMING TAX	24,346	24,150	10,350	4,914	5,436
01-00-4281	STATE OF IL-CANNABIS TAX	214	1,200	600	410	190
01-00-4310	GAME LICENSE	275	250	250	275	(25)
01-00-4325	GOLF CART LICENSE	430	450	450	390	`60 [°]
01-00-4330	CIGARETTE LICENSE	20	20	20	20	-
01-00-4340	FRANCHISE FEE LICENSE	4,446	3,500	1,750	1,952	(202)
01-00-4341	RAFFLE LICENSE FEE	60	40	30	5	25
01-00-4350	LIQUOR LICENSE	10,093	7,875	7,875	7,500	375
01-00-4407	TEMPORARY OCCUPANCY PERMIT	1,200	· -	-	400	(400)
01-00-4410	BUILDING PERMITS	9,253	7,500	5,000	5,525	(525)
01-00-4410.01	BUILDING PERMITS - SETTLEMENT	4,474	4,536	4,536	9,107	(4,570)
01-00-4410.02	BUILDING PERMITS - SQUIRE'S CROSSING	21,809	13,120	13,120	2,359	10,760
01-00-4410.03	BUILDING PERMITS - HERITAGE HILLS	2,239	-	-	9,150	(9,150)
01-00-4420	SOLICITOR PERMITS	100	-	-	· -	-
01-00-4535.01	THE SETTLEMENT - ENGINEERING	680	680	680	1,360	(680)
01-00-4535.02	SQUIRE'S CROSSING - ENGINEERING	3,400	2,040	2,040	510	1,530
01-00-4535.03	HERITAGE HILLS - ENGINEERING	340	-	-	1,360	(1,360)
01-00-4550	PARK RENT	1,000	1,000	1,000	100	900
01-00-4550.04	RENT - GYM USE	1,255	1,000	500	-	500
01-00-4550.07	RENT - M.P. LIBRARY	4,800	4,800	2,400	3,200	(800)
01-00-4550.11	RENT - KITCHEN	425	300	150	-	150
01-00-4550.17	RENT - EXERCISE ROOM	80	-	-	-	-
01-00-4560	FUTURE LINK RENT	4,410	4,620	2,310	2,310	-
01-00-4575	WATER & SEWER ADMIN CHARGE	32,500	32,500	16,250	16,248	2
01-00-4610	DEKALB COUNTY FINES	2,167	1,000	500	578	(78)
01-00-4620	KANE COUNTY FINES	1,016	1,000	500	428	72
01-00-4625	ORDINANCE VIOLATION FINES	2,200	1,500	750	1,945	(1,195)
01-00-4654.01	POLICE DEVELOP CONTRIB - SETTLEMENT	-	2,111	2,111	1,056	1,056
01-00-4654.02	POLICE DEVELOP CONTRIB - SQUIRE'S CROSSING	-	6,333	6,333	1,056	5,278
01-00-4654.03	POLICE DEVELOP CONTRIB - HERITAGE HILLS	-	-	-	4,222	(4,222)
01-00-4656.01	FACILITY DEVELOP CONTRIB - SETTLEMENT	-	3,206	3,206	1,603	1,603
01-00-4656.02	FACILITY DEVELOP CONTRIB - SQUIRE'S CROSSING	-	9,618	9,618	1,603	8,015
01-00-4656.03	FACILITY DEVELOP CONTRIB - HERITAGE HILLS	-	-	-	6,412	(6,412)
01-00-4800	INTEREST INCOME	7,093	6,000	3,000	1,986	1,014
01-00-4900	OTHER INCOME	591	500	250	5	245
01-00-4910	REIMBURSEMENT INCOME	103,153	5,000	2,500	5,613	(3,113)
01-00-4999	TRANSFER FROM OTHER FUNDS	-	100,000	-	-	-
	** TOTAL GENERAL FUND REVENUE	786,760	718,720	423,772	478,252	(54,480)

		FY 2020 Actuals	FY 2021 Budget	Budget May 20 - Oct 20	Actual Totals for May 20 - Oct 20	Variance to Budget
10 - ADMINISTRAT	ION & FINANCE EXPENDITURES					
01-10-5010	WAGES - FINANCE	47,265	85,231	42,615	31,899	10,716
01-10-5010.01 01-10-5010.02	WAGES – REIMBURSED (POLICE) WAGES – FUN FEST (POLICE)	623 3,000	3,000	3,000	-	3,000
01-10-5010.02	WAGES – FUN FEST (PUBLIC WORKS)	1,000	1,000	1,000	-	1,000
01-10-5011	SALARIES – VILLAGE BOARD	11,958	12,000	-	-	-
01-10-5012	STATE UNEMPLOYMENT TAX	809	1,000	500	402	98
01-10-5020 01-10-5020.01	SOCIAL SECURITY EXPENSE SOCIAL SECURITY EXPENSE - REIMBURSED	4,808 48	7,733	3,407	2,616	791
01-10-5030	PENSION EXPENSE	816	1,763	882	621	261
01-10-5040	EMPLOYEE MEDICAL INSURANCE	1,663	3,850	1,925	1,295	630
01-10-5120	POSTAGE	1,186	2,500	1,250	600	650
01-10-5155 01-10-5160	GOLF CART LICENSE EXPENSE COPIER & POSTAGE MACHINE LEASE	95 1,135	100 2,733	- 1,367	- 1,367	-
01-10-5200	OFFICE SUPPLIES	9,660	10,000	5,000	3,379	1,621
01-10-5320	ENGINEERING SERVICES	7,055	7,500	3,750	5,398	(1,648)
01-10-5330	LEGAL SERVICES	20,431	20,000	10,000	8,400	1,600
01-10-5350 01-10-5390	AUDIT EXPENSE OTHER PROFESSIONAL SERVICES	13,110 79,068	13,210 37,213	13,210 25,703	13,210 23,152	- 2,551
01-10-5420	PERMIT EXPENSE	220	100	100	50	50
01-10-5420.01	PERMIT EXPENSE - SETTLEMENT	550	600	600	450	150
01-10-5420.02	PERMIT EXPENSE - SQUIRE'S CROSSING	1,650	1,500	1,500	750	750
01-10-5420.03 01-10-5500	PERMIT EXPENSE - HERITAGE HILLS INSURANCE EXPENSE	200 44,531	46,000	- 46,000	200 44,582	(200) 1,418
01-10-5550	SOFTWARE EXPENSE	24	500	250	191	59
01-10-5570	DUES AND MEMBERSHIPS	4,500	5,000	2,500	4,107	(1,607)
01-10-5700	TELEPHONE	6,516	5,700	2,850	2,825	25
01-10-5900 01-10-5900.01	OTHER EXPENSES FUN FEST EXPENSES	93,582 1,727	6,000 1,000	3,000 1,000	2,258	742 1,000
01-10-5910	EMERGENCY NOTIFICATION SYSTEM	858	900	900	884	1,000
01-10-5920	CONFERENCES	597	1,000	500	25	475
01-10-5999	TRANSFER TO OTHER FUNDS	5,000	5,000	5,000	-	5,000
01-10-8210	COMPUTERS	14,556	-	-	-	-
	** TOTAL ADMINISTRATION & FINANCE	378,241	282,133	177,809	148,660	29,149
20 - PARKS & GRO	DUNDS EXPENDITURES					
01-20-5010	WAGES	30,355	31,309	15,655	15,173	482
01-20-5020	SOCIAL SECURITY EXPENSE	2,714	2,688	1,344	1,343	1
01-20-5030 01-20-5040	PENSION EXPENSE EMPLOYEE MEDICAL INSURANCE	1,419 3,858	1,405 3,828	703 1,914	702 1,855	1 59
01-20-5250	GASOLINE & FUEL	518	1,000	500	536	(36)
01-20-5390	OTHER PROFESSIONAL SERVICES	1,475	-	-	-	-
01-20-5600	MAINTENANCE & REPAIR	2,453	9,000	9,000	2,825	6,175
01-20-5730	UTILITIES OTHER EXPENSE	878	1,200	600	490	110
01-20-5900		73	250	125	-	125
	** TOTAL PARKS & GROUNDS	43,743	50,681	29,840	22,925	6,916
	RTMENT EXPENDITURES	50.447	55.407	07.500	00.705	0.40
01-30-5010 01-30-5015	WAGES – CHIEF WAGES – PATROL OFFICERS	53,447 60,188	55,167 89,335	27,583 44,667	26,735 41,671	849 2,996
01-30-5016	WAGES - TRAINING	11,127	9,334	4,667	1,713	2,955
01-30-5018	WAGES - SERGEANT	28,278	34,053	17,026	12,746	4,280
01-30-5020	SOCIAL SECURITY EXPENSE	12,781	14,878	7,439	6,740	699
01-30-5030 01-30-5040	PENSION EXPENSE EMPLOYEE MEDICAL INSURANCE	2,495 6,651	2,471 6,600	1,235 3,300	1,234 3,199	1 101
01-30-5100	GENERAL SUPPLIES	4,540	6,200	3,100	772	2,328
01-30-5250	GASOLINE & FUEL	5,427	7,000	3,500	2,037	1,463
01-30-5300	UNIFORM EXPENSE	1,365	3,000	1,500	153	1,347
01-30-5330	LEGAL SERVICES SOFTWARE EXPENSE	-	7,000	3,500	88	3,412
01-30-5550 01-30-5560	TRAINING	- 1,354	2,670 2,500	2,670 2,500	1,670 1,956	1,000 544
01-30-5570	DUES & MEMBERSHIPS	1,360	1,500	750	920	(170)
01-30-5600	MAINTENANCE & REPAIR	2,971	3,000	1,500	595	`905 [´]
01-30-5700	TELEPHONE	4,034	5,000	2,500	1,863	637
01-30-5750	COMMUNICATIONS OTHER EXPENSE	13,246	13,903	13,903	13,849	54
01-30-5900 01-30-8200	OTHER EXPENSE EQUIPMENT	1,310 3,812	2,000 4,000	1,000 4,000	45 -	955 4,000
	** TOTAL POLICE DEPARTMENT	214,385	269,610	146,342	117,986	28,356
40 - CIVIC CENTER	REXPENDITURES					
01-40-5100	GENERAL SUPPLIES	1,232	1,500	750	280	470
01-40-5390	OTHER PROFESSIONAL SERVICES	50	-	-	-	-
01-40-5600	MAINTENANCE & REPAIR	11,452	63,000	31,500	4,486	27,014
01-40-5730 01-40-5900	UTILITIES OTHER EXPENSE	6,283 453	10,000 500	5,000 250	734	4,266 250
01-40-0300	OTTEN EXI ENOL					
	** TOTAL CIVIC CENTER	19,469	75,000	37,500	5,500	32,000

		FY 2020 Actuals	FY 2021 Budget	Budget May 20 - Oct 20	Actual Totals for May 20 - Oct 20	Variance to Budget
50 - STREET DEPA	ARTMENT EXPENDITURES					
01-50-5010	WAGES	30,355	31,309	15,655	15,173	482
01-50-5020 01-50-5030	SOCIAL SECURITY EXPENSE PENSION EXPENSE	2,714 1,419	2,688 1,405	1,344 703	1,343 702	1
01-50-5040	EMPLOYEE MEDICAL INSURANCE	3,857	3,828	1,914	1,855	59
01-50-5175	ROAD SALT	4,849	10,000	-	-	-
01-50-5250	GASOLINE & FUEL	1,304	2,500	1,250	208	1,042
01-50-5320 01-50-5390	ENGINEERING OTHER PROFESSIONAL SERVICES	397 14,281	5,900	2,950	- 2,107	- 843
01-50-5600	MAINTENANCE & REPAIR	7,397	10,000	5,000	2,991	2,009
01-50-5620	STREET MAINTENANCE	9,004	12,000	12,000	5,938	6,062
01-50-5621 01-50-5622	TREE MAINTENANCE STREET SIGN INSTALLATION	5,400	10,000 2,000	10,000 1,000	3,550	6,450 1,000
01-50-5730	UTILITIES	14,940	15,000	7,500	6,363	1,137
01-50-5900	OTHER EXPENSE	699	500	250	-	250
01-50-8215	VEHICLE PURCHASE	22,477	-	-	-	-
	** TOTAL STREET DEPARTMENT	119,093	107,131	59,565	40,231	19,334
	MANAGEMENT DEPARTMENT EXPENDITURES		4.000			
01-60-5010 01-60-5020	WAGES SOCIAL SECURITY EXPENSE	-	1,200 95	600 48	581 44	19 3
01-60-5030	PENSION EXPENSE	-	48	24	23	1
01-60-5100	SUPPLIES	-	1,000	1,000	-	1,000
01-60-5600	MAINTENANCE & REPAIR	-	5,000	5,000	-	5,000
	** TOTAL EMERGENCY MANAGEMENT DEPARTMENT		7,343	6,672	649	6,022
TOTAL GENERAL	FUND REVENUES	786,760	718,720	423,772	478,252	(54,480)
TOTAL GENERAL	FUND EXPENDITURES	774,932	791,898	457,728	335,951	121,777
	GENERAL FUND NET INCOME/LOSS	11,829	(73,178)	(33,956)	142,302	(176,257)
	12 - UT	ILITY TAX FUND				
REVENUES 12-00-4140.10	TELECOMMUNICATIONS TAX	16,232	14,000	7,000	7,059	(59)
12-00-4140.30	COM ED - UTILITY TAX	33,440	30,000	15,000	16,413	(1,413)
12-00-4140.40	NICOR GAS - UTILITY TAX	17,053	15,000	7,500	4,607	2,893
12-00-4746 12-00-4750	POLICE GRANTS VEHICLE LOAN PROCEEDS	8,586 37,000	-	-	100	(100)
12-00-4751	DEKALB COUNTY COMMUNITY GRANT	-	10,000	10,000	-	10,000
12-00-4800	INTEREST INCOME	9,533	8,000	4,000	61	3,939
12-00-4992	TRANSFER FROM GENERAL FUND	5,000	5,000	5,000	-	5,000
	** TOTAL REVENUE	126,845	82,000	48,500	28,241	20,259
EXPENDITURES						
12-00-5992 12-00-5993	TRANSFER TO WATER & SEWER FUND TRANSFER TO WATER IMPROVEMENT	59,000	59,000	29,500	29,500	- 0
12-00-5993	TRANSFER TO WATER IMPROVEMENT	12,237	12,426 100,000	12,241	12,241 -	-
12-00-8102	CIVIC CENTER IMPROVEMENTS	7,361	-	-	-	-
12-00-8401	POLICE VEHICLE	43,865	-	-	-	-
12-00-8413 12-00-8420	POLICE GRANT PURCHASES POLICE VEHICLE LOAN - PRINCIPAL	9,321 7,936	5,433	- 4,082	4,083	(0)
12-00-8421	POLICE VEHICLE LOAN - INTEREST	373	77	72	71	0
12-00-8425	DEKALB COUNTY COMMUNITY GRANT EXPENSES		10,000	10,000		10,000
12-00-8426 12-00-8427	POLICE VEHICLE LOAN - PRINCIPAL POLICE VEHICLE LOAN - INTEREST	9,777 611	12,274 549	6,098 314	6,097 314	0 (0)
12-00-0421	** TOTAL EXPENDITURES	150,482	199,759	62,307	52,306	10.000
	UTILITY TAX FUND NET INCOME/LOSS	(23,637)	(117,759)	(13,807)	(24,066)	10,259
	13 - TIF	DISTRICT FUND				
REVENUES						
13-00-4110 13-00-4120	TIF TAX - DEKALB CO. TIF TAX - KANE CO.	12,161 77,666	12,000 80,000	12,000 80,000	13,572 208,113	(1,572) (128,113)
	** TOTAL REVENUE	89,827	92,000	92,000	221,684	(129,684)
EXPENDITURES						
13-00-5350	AUDIT EXPENSE	-	260	260	260	-
13-00-8417 13-00-8418	TIF LEGAL FEES TIF IMPROVEMENTS	6,924	7,500 15,930	3,750 15,930	2,757	993 15,930
13-00-04 18			15,930		<u>-</u>	
	** TOTAL EXPENDITURES	6,924	23,690	19,940	3,017	16,923
	TIF DISTRICT FUND NET INCOME/LOSS	82,903	68,310	72,060	218,667	(146,607)

## REVENUES ## PARCIAL SUPPORT FUEL TAX PUND ##			FY 2020 Actuals	FY 2021 Budget	Budget May 20 - Oct 20	Actual Totals for May 20 - Oct 20	Variance to Budget
15-00-1100 NEHICLE LICENSE FEES		15 - ROAD	& BRIDGE FUND				
15-00-1410	REVENUES						
15-00-1200 REAL ESTATE TAXKAME COUNTY 20,904 20,000 20,000 21,150 (11,150) (150-0260) (11,150) (150-0260) (11,15							
15-00-48200 17-00-48200							
15-00-085201 TOOLAGE DEVELOPMENT CONTRIS - SETTLEMENT							
15-00-482.02 NOADS DEVELOPMENT CONTRIB - SQUIRES GROSS - 9,000							
INTEREST INCOME		ROADS DEVELOPMENT CONTRIB - SQUIRE'S CROSS	-	,	,	,	
EVERNOTURES 15.00-5100 15.00-5320			-	-	-		
EXPENDITURES 564 500 - -	15-00-4800	INTEREST INCOME	1,317	1,000	500	-	500
15-00-5100 GENERAL SUPPLIES 554 500		** TOTAL REVENUE	47,271	61,750	61,125	57,818	3,307
15-00-5200 ENGINEERING SERVICES 15.815 41.285 41.285 - 1.285 15.00-5200 15.00-		CENEDAL SLIDDLIES	554	500			
15-0-0-000 STREET MAINTENANCE 44-700 38,000 22,070 15,930 15-00-000 15-000					41 285	-	41 285
15-00-9900					,	22,070	,
ROAD & BRIDGE FUND NET INCOME/LOSS 13.894 18.535 18.660 35.748 (54.409)			,	,	,	-	
REVENUES 19-00-42900 STATE OF ILMOTOR FUEL TAX 19-00-4800 NTEREST INCOME 19-00-5200 STATE OF ILMOTOR FUEL TAX 19-00-5200 NTEREST INCOME 19-00-5200 STREET IMPROVEMENTS 19-00-5200 STREET IMPROVEMENTS 19-00-5200 NTO TAL EXPENDITURES 28-00-6320 NTO TAL EXPENDITURES 28-00-6320 NTO TAL EXPENDITURES 28-00-6320 NTO TAL EXPENDITURES 28-00-5200 NTO TAL EXPENDITURES NTO TALE TALE TALE TALE TALE TALE TALE TALE		** TOTAL EXPENDITURES	61,165	80,285	79,785	22,070	57,715
REVENUES 19-00-2890 STATE OF IL-MOTOR FUEL TAX		ROAD & BRIDGE FUND NET INCOME/LOSS	(13,894)	(18,535)	(18,660)	35,748	(54,409)
REVENUES 19-00-2900 STATE OF IL-MOTOR FUEL TAX							
19-00-4290		19 - МОТО	R FUEL TAX FUND				
19-00-4800 INTEREST INCOME		STATE OF IL-MOTOR FUEL TAY	AQ 2A1	/7 Q22	20.405	51 406	(31 004)
#*TOTAL REVENUE			,	,	,	,	
EXPENDITURES 19-00-5200 STREET IMPROVEMENTS - 140,000							
STREET IMPROVEMENTS - 140,000 140,000 140,000 - "*TOTAL EXPENDITURES - 140,000 140,000 140,000 - MOTOR FUEL TAX FUND NET INCOMELOSS 51,379 (91,178) (119,005) (88,220) (30,785) REVENUES 28-00-4940 DEVELOPER RECEIPTS 26,118 10,000 - - - "*TOTAL REVENUE 26,118 10,000 - - - EXPENDITURES 28-00-5320 DEVELOPER LEGAL EXPENDITURES - 5,000 - - - "*TOTAL EXPENDITURES 26,118 10,000 - - - "*TOTAL EXPENDITURES 26,118 5,000 - - - "*TOTAL EXPENDITURES 26,118 10,000 - - - DEVELOPER ESCROW FUND NET INCOME/LOSS - - - - DEVELOPER ESCROW FUND NET INCOME/LOSS - - - - DEVELOPER ESCROW FUND NET INCOME/LOSS - - - - S2-00-4170 WATER REVENUE 205,417 212,332 106,166 79,384 26,782 25-00-4171 ALLOCATION OF WATER REVENUE (13,537) (13,000) (6,500) (5,218) (1,289) 25-00-4181 ALLOCATION OF SEWER REVENUE (13,422) (13,000) (6,500) (5,501) (13,434) 25-00-4190 PENALTIES 5,405 6,000 3,000 3,637 (637) 25-00-4200 TURN ON/OFF REVENUE 450 500 200 - 200 25-00-4200 TURN ON/OFF REVENUE 450 500 200 - 200 25-00-4200 THE SETTLEMENT TURN ON/OFF REVENUE 900 600 600 100 500 25-00-4200 METER FEES - SCUIRES ORGASING 3,096 2,064 2,064 3,44 1,76 25-00-4300 METER FEES - SUBJIES ORGASING 3,086 2,064 2,064 3,44 1,376 25-00-4400 SEWER RISPECT - SUDIRES ORGASING 1,800 1,200 1,200 200 1,000 25-00-4400 SEWER RISPECT - SUDIRES ORGASING 1,800 1,200 1,200 200 1,000 25-00-4400 SEWER RISPECT - SUDIRES ORGASING 1,800 1,200 1,200 20,000 1,000 25-00-4400 SEWER RISPECT - SUDIRES ORGASING 1,800 1,200 1,200 20,000 1,000 25-00-4400 SEWER RISPECT - SUDIRES ORGASING 1,800 1,2		** TOTAL REVENUE	51,379	48,822	20,995	51,780	(30,785)
#*TOTAL EXPENDITURES		STREET IMPROVEMENTS	-	140,000	140,000	140,000	_
REVENUES S2-00-4170 WATER REVENUE 205-417 212.332 106.166 79.384 26.782 25.20-4171 ALLOCATION OF SEWER REVENUE 205-417 212.633 105.616 31.000 36.785 32.00-4191 32.00-		** TOTAL EXPENDITURES		140,000	140,000		
REVENUES 28-00-4940 DEVELOPER RECEIPTS 26,118 10,000 - - - - -				,	,	,	
REVENUES 28-00-4940 DEVELOPER RECEIPTS 26,118 10,000 - - - - -		MOTOR FUEL TAX FUND NET INCOME/LOSS	51,379	(91,178)	(119,005)	(88,220)	(30,785)
A		28 - DEVELO	PER ESCROW FUND	1			
#*TOTAL REVENUE 28-00-5320 DEVELOPER LEGAL EXPENDITURES - 5,000		DEVELOPED DECEIDES	26.440	10.000			
EXPENDITURES 28-00-5320 28-00-5320 DEVELOPER LEGAL EXPENDITURES 28-00-5320 DEVELOPER ENGINEERING & ADMIN 26,118 5,000	28-00-4940	DEVELOPER RECEIPTS	26,118	10,000	-	-	-
28-00-5320 DEVELOPER LEGAL EXPENDITURES - 5,000		** TOTAL REVENUE	26,118	10,000	-	-	-
28-00-5330 DEVELOPER ENGINEERING & ADMIN 26,118 5,000 - - - - - - - - -	_,,	DEVELOPED LEGAL EXPENDITURES		5.000			
**TOTAL EXPENDITURES					-	-	-
DEVELOPER ESCROW FUND NET INCOME/LOSS	20-00-3330	DEVELOPEN ENGINEERING & ADMIN	20,110	3,000	-	-	-
S2 - WATER & SEWER FUND S2 - WATER & SEWER FUND		** TOTAL EXPENDITURES	26,118	10,000	-	-	-
REVENUES 52-00-4170 WATER REVENUE 205,447 212,332 106,166 79,384 26,782 52-00-4171 ALLOCATION OF WATER REVENUE (13,537) (13,000) (6,500) (5,218) (1,282) 52-00-4180 SEWER REVENUE 205,183 212,683 106,341 81,301 25,040 52-00-4181 ALLOCATION OF SEWER REVENUE (13,422) (13,000) (6,500) (5,176) (1,324) 52-00-4190 PENALTIES 5,405 6,000 3,000 3,637 (637) 52-00-4200 TURN ON/OFF REVENUE 200 200 200 - 200 52-00-4200.01 THE SETTLEMENT - TURN ON/OFF REVENUE 200 200 200 400 (200 52-00-4200.02 SQUIRE'S CROSSING - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4200.03 HERITAGE HILLS - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4300.01 METER FEES - SCUIRE'S CROSSING 3,096 2,064		DEVELOPER ESCROW FUND NET INCOME/LOSS		-	-	-	-
REVENUES 52-00-4170 WATER REVENUE 205,447 212,332 106,166 79,384 26,782 52-00-4171 ALLOCATION OF WATER REVENUE (13,537) (13,000) (6,500) (5,218) (1,282) 52-00-4180 SEWER REVENUE 205,183 212,683 106,341 81,301 25,040 52-00-4181 ALLOCATION OF SEWER REVENUE (13,422) (13,000) (6,500) (5,176) (1,324) 52-00-4190 PENALTIES 5,405 6,000 3,000 3,637 (637) 52-00-4200 TURN ON/OFF REVENUE 200 200 200 - 200 52-00-4200.01 THE SETTLEMENT - TURN ON/OFF REVENUE 200 200 200 400 (200 52-00-4200.02 SQUIRE'S CROSSING - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4200.03 HERITAGE HILLS - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4300.01 METER FEES - SCUIRE'S CROSSING 3,096 2,064							
52-00-4171 ALLOCATION OF WATER REVENUE (13,537) (13,000) (6,500) (5,218) (1,282) 52-00-4180 SEWER REVENUE 205,183 212,683 106,341 81,301 25,040 52-00-4191 PLOCATION OF SEWER REVENUE (13,422) (13,000) (6,500) (5,176) (1,324) 52-00-4190 PENALTIES 5,405 6,000 3,000 3,637 (637) 52-00-4200 TURN ON/OFF REVENUE 450 500 200 - 200 52-00-4200.01 THE SETTLEMENT - TURN ON/OFF REVENUE 200 200 200 400 (200) 52-00-4200.02 SQUIRE'S CROSSING - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4200.03 HERITAGE HILLS - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4300.01 METER FEES - SETTLEMENT 688 688 688 1,376 (688) 52-00-4300.02 METER FEES - SQUIRE'S CROSSING 3,096 2,064 2,064 344 1,720 <td>REVENUES</td> <td>52 - WATE</td> <td>R & SEWER FUND</td> <td></td> <td></td> <td></td> <td></td>	REVENUES	52 - WATE	R & SEWER FUND				
52-00-4180 SEWER REVENUE 205,183 212,683 106,341 81,301 25,040 52-00-4181 ALLOCATION OF SEWER REVENUE (13,422) (13,000) (6,500) (5,176) (1,324) 52-00-4190 PENALTIES 5,405 6,000 3,000 3,637 (637) 52-00-4200 TURN ON/OFF REVENUE 200 200 200 - 200 52-00-4200.01 THE SETTLEMENT - TURN ON/OFF REVENUE 200 200 200 400 (200) 52-00-4200.02 SQUIRE'S CROSSING - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4200.03 HERITAGE HILLS - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4300.03 METER FEES - SETTLEMENT 688 688 688 1,376 (688) 52-00-4300.02 METER FEES - SQUIRE'S CROSSING 3,096 2,064 2,064 344 1,720 52-00-4460.01 SEWER INSPECT - SETTLEMENT 400 400 400 400 800 (400			,	,	,	,	,
52-00-4181 ALLOCATION OF SEWER REVENUE (13,422) (13,000) (6,500) (5,176) (1,324) 52-00-4190 PENALTIES 5,405 6,000 3,000 3,637 (637) 52-00-4200 TURN ON/OFF REVENUE 450 500 200 - 200 52-00-4200.01 THE SETTLEMENT - TURN ON/OFF REVENUE 200 200 200 400 (200) 52-00-4200.02 SQUIRE'S CROSSING - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4200.03 HERITAGE HILLS - TURN ON/OFF REVENUE 100 - - 400 (400) 52-00-4300.01 METER FEES - SETTLEMENT 688 688 688 1,376 (688) 52-00-4300.02 METER FEES - SQUIRE'S CROSSING 3,096 2,064 2,064 344 1,720 52-00-4460.01 SEWER INSPECT - SETTLEMENT 400 400 400 800 (400) 52-00-4460.02 SEWER INSPECT - SETTLEMENT 400 40 40 40 40 40							
52-00-4190 PENALTIES 5,405 6,000 3,000 3,637 (637) 52-00-4200 TURN ON/OFF REVENUE 450 500 200 - 200 52-00-4200.01 THE SETTLEMENT - TURN ON/OFF REVENUE 200 200 200 400 (200) 52-00-4200.02 SQUIRE'S CROSSING - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4200.03 HERITAGE HILLS - TURN ON/OFF REVENUE 100 - - 400 (400) 52-00-4300.01 METER FEES - SETTLEMENT 688 688 688 1,376 (688) 52-00-4300.02 METER FEES - SQUIRE'S CROSSING 3,096 2,064 2,064 344 1,720 52-00-4300.03 METER FEES - HERITAGE HILLS 344 - - 1,376 (1,376) 52-00-4460.01 SEWER INSPECT - SETTLEMENT 400 400 400 800 (400) 52-00-4460.02 SEWER INSPECT - SQUIRE'S CROSSING 1,800 1,200 1,200 200 1,000							
52-00-4200 TURN ON/OFF REVENUE 450 500 200 - 200 52-00-4200.01 THE SETTLEMENT - TURN ON/OFF REVENUE 200 200 200 400 (200) 52-00-4200.02 SQUIRE'S CROSSING - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4200.03 HERITAGE HILLS - TURN ON/OFF REVENUE 100 - - 400 (400) 52-00-4300.01 METER FEES - SETTLEMENT 688 688 688 1,376 (688) 52-00-4300.02 METER FEES - SQUIRE'S CROSSING 3,096 2,064 2,064 344 1,720 52-00-4300.03 METER FEES - HERITAGE HILLS 344 - - 1,376 (1,376) 52-00-4460.01 SEWER INSPECT - SETTLEMENT 400 400 400 800 (400) 52-00-4460.02 SEWER INSPECT - SQUIRE'S CROSSING 1,800 1,200 1,200 200 1,000 52-00-4800 INTEREST INCOME 7,116 6,000 3,000 - 3,000			* ' '	, , ,		* ' '	
52-00-4200.01 THE SETTLEMENT - TURN ON/OFF REVENUE 200 200 200 400 (200) 52-00-4200.02 SQUIRE'S CROSSING - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4200.03 HERITAGE HILLS - TURN ON/OFF REVENUE 100 - - 400 (400) 52-00-4300.01 METER FEES - SETTLEMENT 688 688 688 1,376 (688) 52-00-4300.02 METER FEES - SQUIRE'S CROSSING 3,096 2,064 2,064 344 1,720 52-00-4300.03 METER FEES - HERITAGE HILLS 344 - - 1,376 (1,376) 52-00-4460.01 SEWER INSPECT - SETTLEMENT 400 400 400 800 (400) 52-00-4460.02 SEWER INSPECT - SQUIRE'S CROSSING 1,800 1,200 1,200 200 1,000 52-00-4800 INTEREST INCOME 7,116 6,000 3,000 - 3,000 52-00-4994 TRANSFER FROM UTILITY TAX 59,000 59,000 29,500 29,500 -							
52-00-4200.02 SQUIRE'S CROSSING - TURN ON/OFF REVENUE 900 600 600 100 500 52-00-4200.03 HERITAGE HILLS - TURN ON/OFF REVENUE 100 - - 400 (400) 52-00-4300.01 METER FEES - SETTLEMENT 688 688 688 1,376 (688) 52-00-4300.02 METER FEES - SQUIRE'S CROSSING 3,096 2,064 2,064 344 1,720 52-00-4300.03 METER FEES - HERITAGE HILLS 344 - - 1,376 (1,376) 52-00-4460.01 SEWER INSPECT - SETTLEMENT 400 400 400 800 (400) 52-00-4460.02 SEWER INSPECT - SQUIRE'S CROSSING 1,800 1,200 1,200 200 1,000 52-00-4460.03 SEWER INSPECT - HERITAGE HILLS 200 - - 800 (800) 52-00-4800 INTEREST INCOME 7,116 6,000 3,000 - 3,000 52-00-4994 TRANSFER FROM UTILITY TAX 59,000 59,000 29,500 29,500 -							
52-00-4300.01 METER FEES - SETTLEMENT 688 688 688 1,376 (688) 52-00-4300.02 METER FEES - SQUIRE'S CROSSING 3,096 2,064 2,064 344 1,720 52-00-4300.03 METER FEES - HERITAGE HILLS 344 - - 1,376 (1,376) 52-00-4460.01 SEWER INSPECT - SETTLEMENT 400 400 400 800 (400) 52-00-4460.02 SEWER INSPECT - SQUIRE'S CROSSING 1,800 1,200 1,200 200 1,000 52-00-4460.03 SEWER INSPECT - HERITAGE HILLS 200 - - 800 (800) 52-00-4900 INTEREST INCOME 7,116 6,000 3,000 - 3,000 52-00-4994 TRANSFER FROM UTILITY TAX 59,000 59,000 29,500 29,500 -							
52-00-4300.02 METER FEES - SQUIRE'S CROSSING 3,096 2,064 2,064 344 1,720 52-00-4300.03 METER FEES - HERITAGE HILLS 344 - - 1,376 (1,376) 52-00-4460.01 SEWER INSPECT - SETTLEMENT 400 400 400 800 (400) 52-00-4460.02 SEWER INSPECT - SQUIRE'S CROSSING 1,800 1,200 1,200 200 1,000 52-00-4460.03 SEWER INSPECT - HERITAGE HILLS 200 - - 800 (800) 52-00-4800 INTEREST INCOME 7,116 6,000 3,000 - 3,000 52-00-4900 OTHER REVENUE 180 200 100 60 40 52-00-4994 TRANSFER FROM UTILITY TAX 59,000 59,000 29,500 29,500 -							, ,
52-00-4300.03 METER FEES - HERITAGE HILLS 344 - - 1,376 (1,376) 52-00-4460.01 SEWER INSPECT - SETTLEMENT 400 400 400 800 (400) 52-00-4460.02 SEWER INSPECT - SQUIRE'S CROSSING 1,800 1,200 1,200 200 1,000 52-00-4460.03 SEWER INSPECT - HERITAGE HILLS 200 - - 800 (800) 52-00-4800 INTEREST INCOME 7,116 6,000 3,000 - 3,000 52-00-4904 OTHER REVENUE 180 200 100 60 40 52-00-4994 TRANSFER FROM UTILITY TAX 59,000 59,000 29,500 29,500 -							, ,
52-00-4460.01 SEWER INSPECT - SETTLEMENT 400 400 400 800 (400) 52-00-4460.02 SEWER INSPECT - SQUIRE'S CROSSING 1,800 1,200 1,200 200 1,000 52-00-4460.03 SEWER INSPECT - HERITAGE HILLS 200 - - 800 (800) 52-00-4800 INTEREST INCOME 7,116 6,000 3,000 - 3,000 52-00-4900 OTHER REVENUE 180 200 100 60 40 52-00-4994 TRANSFER FROM UTILITY TAX 59,000 59,000 29,500 29,500 -			,				
52-00-4460.02 SEWER INSPECT - SQUIRE'S CROSSING 1,800 1,200 1,200 200 1,000 52-00-4460.03 SEWER INSPECT - HERITAGE HILLS 200 - - 800 (800) 52-00-4800 INTEREST INCOME 7,116 6,000 3,000 - 3,000 52-00-4904 OTHER REVENUE 180 200 100 60 40 52-00-4994 TRANSFER FROM UTILITY TAX 59,000 59,000 29,500 29,500 -							
52-00-4460.03 SEWER INSPECT - HERITAGE HILLS 200 - - - 800 (800) 52-00-4800 INTEREST INCOME 7,116 6,000 3,000 - 3,000 52-00-4900 OTHER REVENUE 180 200 100 60 40 52-00-4994 TRANSFER FROM UTILITY TAX 59,000 59,000 29,500 29,500 -							
52-00-4800 INTEREST INCOME 7,116 6,000 3,000 - 3,000 52-00-4900 OTHER REVENUE 180 200 100 60 40 52-00-4994 TRANSFER FROM UTILITY TAX 59,000 59,000 29,500 29,500 -			,				
52-00-4900 OTHER REVENUE 180 200 100 60 40 52-00-4994 TRANSFER FROM UTILITY TAX 59,000 59,000 29,500 29,500 -							, ,
52-00-4994 TRANSFER FROM UTILITY TAX 59,000 59,000 29,500 -			,	,	,		,
** TOTAL REVENUE 463,550 475,866 240,459 189,285 51,175	52-00-4994	TRANSFER FROM UTILITY TAX	59,000	59,000	29,500	29,500	-
		** TOTAL REVENUE	463,550	475,866	240,459	189,285	51,175

10 - WATER DIVISION EXPENTED 52-10-5010 WAGES	IDITURES SECURITY EXPENSE	24,763				
		24 763				
	SECURITY EXPENSE	24,703	37,192	15,887	14,607	1,280
52-10-5020 SOCIAL		2,125	3,091	1,317	1,248	69
	N EXPENSE	800	1,270	516	504	11
	EE MEDICAL INSURANCE	2,128	3,212	1,331	1,271	60
52-10-5100 GENERA	L SUPPLIES	149	400	200	311	(111)
52-10-5105 METERS		4,238	5,000	2,500	3,056	(556)
52-10-5110 CHEMIC	ALS	18,301	18,000	9,000	8,647	353
52-10-5120 POSTAG	E	1,010	2,000	1,000	473	528
52-10-5250 GASOLII	NE & FUEL	1,012	1,500	750	536	214
52-10-5320 ENGINE	ERING	312	250	125	_	125
52-10-5330 LEGAL E	XPENSE	-	250	125	-	125
52-10-5335 TEST EX	PENSE	2,283	3,000	1,500	1,190	310
52-10-5375 ADMINIS	TRATIVE SERVICE CHARGE	16,250	16,250	8,125	8,124	1
52-10-5390 OTHER	PROFESSIONAL SERVICES	16,010	24,672	15,572	16,355	(783)
52-10-5550 SOFTWA	ARE EXPENSE	975	1,000	-	-	-
52-10-5600 MAINTE	NANCE & REPAIR	43,584	47,900	23,950	24,210	(260)
52-10-5700 TELEPH	ONE	778	900	450	392	. 58 [°]
52-10-5730 UTILITIE	S	19,251	18,000	9,000	7,349	1,651
52-10-5740 JULIE LO	CATES	248	250	-	-	-
52-10-5870 IEPA LO	AN - PRINCIPAL	53,478	54,918	27,277	27,277	-
52-10-5880 IEPA LO	AN - INTEREST	5,408	4,162	2,263	2,263	-
	AN - WATERMAIN	27,112	27,738	13,790	27,738	(13,948)
52-10-5888 IEPA LO	AN - WATERMAIN	9,713	9,366	4,762	9,366	(4,604)
52-10-5900 OTHER	EXPENSE	75	500	250	54	196
52-10-8215 VEHICLE	PURCHASE	22,477	-	-	-	-
** TOTAI	. WATER EXPENDITURES	272,480	280,821	139,691	154,971	(15,280)
20 - SEWER DIVISION EXPER	IDITURES					
52-20-5010 WAGES	IDITORES	21,163	33,479	14,031	12,807	1,224
	SECURITY EXPENSE	1,816	2,782	1,163	1,094	69
	N EXPENSE	637	1,108	435	424	11
	EE MEDICAL INSURANCE	1,796	2,882	1,166	1,111	55
	L SUPPLIES	149	250	125	-	125
52-20-5110 CHEMIC		<u>-</u>	250	125	_	125
52-20-5120 POSTAG		810	1,000	500	413	87
	NE & FUEL	393	750	375	208	167
52-20-5320 ENGINE		142	250	125		125
52-20-5330 LEGAL E		-	250	125	613	(488)
52-20-5335 TEST EX	PENSE	-	1,600	800	_	`800 [°]
52-20-5375 ADMINIS	TRATIVE SERVICE CHARGE	16,250	16,250	8,125	8,124	1
	PROFESSIONAL SERVICES	15,622	24,672	15,572	16,355	(783)
	EXPENSE	2,500	2,500	2,500	2,500	`- ′
52-20-5550 SOFTWA	ARE EXPENSE	975	1,000	-	, <u> </u>	-
52-20-5600 MAINTE	NANCE & REPAIR	16,023	20,600	10,300	1,779	8,521
52-20-5700 TELEPH	ONE	1,431	1,500	750	723	27
52-20-5730 UTILITIE	S	14,370	13,000	6,500	6,671	(171)
52-20-5740 JULIE LO	CATES	248	250	· -	-	`- '
52-20-5900 OTHER	EXPENSE	75	500	250	54	196
52-20-8215 VEHICLE	PURCHASE	22,477	-	-	-	-
** TOTAL	SEWER EXPENDITURES	116,878	124,872	62,966	52,875	10,091
TOTAL WATER & SEWER FL	ND EXPENDITURES	389,358	405,693	202,657	207,846	(5,189)
WATER	& SEWER FUND NET INCOME/LOSS	74,193	70,174	37,802	(18,561)	56,364

		FY 2020 Actuals	FY 2021 Budget	Budget May 20 - Oct 20	Actual Totals for May 20 - Oct 20	Variance to Budget
	54 - WATER IM	PROVEMENT ACCOU	NT			
REVENUES						
54-00-4171	ALLOCATION OF WATER REVENUE	13,537	13,000	6,500	5,218	1,282
54-00-4430.01	WATER CONNECTION - THE SETTLEMENT	5,000	5,000	5,000	10,000	(5,000
54-00-4430.02 54-00-4430.03	WATER CONNECTION - SQUIRE'S CROSSING WATER CONNECTION - HERITAGE HILLS	22,500 2,500	15,000	15,000	2,500 10,000	12,500
54-00-4450.03	IMPACT FEES - THE SETTLEMENT	2,500 7,258	7,498	7,498	14,744	(10,000 (7,245
54-00-4650.02	IMPACT FEES - SQUIRE'S CROSSING	29,912	20,245	20,245	3,374	16,871
54-00-4650.03	IMPACT FEES - HERITAGE HILLS	3,665			14,997	(14,997
54-00-4800	INTEREST INCOME	4,039	3,000	1,500	1	1,499
54-00-4880	RIVERBOAT GRANT FUNDS	-	17,500	-	-	-
54-00-4994	TRANSFER FROM UTILITY TAX FUND	12,237	12,426	12,241	12,241	(
	** TOTAL REVENUE	100,648	93,669	67,984	73,075	(5,090
EXPENDITURES						
54-00-5320	ENGINEERING SERVICES	4,250	25,000	-	-	-
54-00-5330	LEGAL EXPENSE	-	-	-	44	(44
54-00-5600	WATER IMPROVEMENT REPAIRS & MAINTENANCE	-	57,135	57,135	-	57,135
54-00-5900	OTHER EXPENSE	-	40.050	40.050	135	(13
54-00-8205 54-00-8207	WATERMAIN LOAN PAYMENT - PRINCIPAL WATERMAIN LOAN PAYMENT - INTEREST	11,531 580	12,056 370	12,056 185	12,056 370	(10)
54-00-6207	WATERMAIN LOAN PAYMENT - INTEREST	560	370	100	370	(185
	** TOTAL EXPENDITURES	16,361	94,561	69,376	12,604	56,772
	WATER IMPROVEMENT NET INCOME/LOSS	84,287	(892)	(1,392)	60,470	(61,862
	56 -SEWER IMF	PROVEMENT ACCOU	NT			
REVENUES						
56-00-4181	ALLOCATION OF SEWER REVENUE	13,422	13,000	6,500	5,176	1,324
56-00-4420	SEWER TAP	- , -	-	-	750	(75
56-00-4420.01	SEWER TAP - SETTLEMENT	1,500	1,500	1,500	3,000	(1,50
56-00-4420.02	SEWER TAP - SQUIRE'S CROSSING	6,750	4,500	4,500	750	3,750
56-00-4420.03	SEWER TAP - HERITAGE HILLS	750	-	-	3,000	(3,000
56-00-4650	IMPACT FEES	-	-	-	3,749	(3,749
56-00-4650.01 56-00-4650.02	IMPACT FEES - THE SETTLEMENT	7,258	7,498	7,498	14,744	(7,24
56-00-4650.02	IMPACT FEES - SQUIRE'S CROSSING IMPACT FEES - HERITAGE HILLS	32,912 3,665	22,495	22,495	3,749 14,997	18,746 (14,99)
56-00-4800	INTEREST INCOME	7,570	7,000	3,500	3	3,49
00-00-4000	INTEREST INSOME	7,070	7,000	0,000	· ·	0,40
	** TOTAL REVENUE	73,827	55,993	45,993	49,918	(3,925
EXPENDITURES						
56-00-5600	MAINTENANCE & REPAIR	-	37,817	37,817	-	37,81
	** TOTAL EXPENDITURES		37,817	37,817	-	37,81
	SEWER IMPROVEMENT NET INCOME/LOSS	73,827	18,177	8,177	49,918	(41,74
	70 - SCHOO	L LAND CASH FUND				
REVENUES						
70-00-4100.01	SCHOOL CONTRIBUTION - SETTLEMENT	4,400	4,400	4,400	8,800	(4,400
70-00-4100.02	SCHOOL CONTRIBUTION - SQUIRE'S CROSSING	28,800	19,200	19,200	3,200	16,000
70-00-4100.03	SCHOOL CONTRIBUTION - HERITAGE HILLS	2,200	-	-	8,800	(8,80
70-00-4100.99	SCHOOL CONTRIBUTIONS RECLASSIFIED	(35,400)	(23,600)	(23,600)	-	(23,600
	** TOTAL REVENUE	-	-	-	20,800	(20,800
EXPENDITURES 70-00-5930	PAYMENT TO SCHOOLS	-	-	-	24,000	(24,000
	** TOTAL EXPENDITURES		-	-	24,000	(24,000
	SCHOOL LAND CASH NET INCOME/LOSS		-	-	(3,200)	3,200
	GRAND TOTAL REVENUE	1,766,226	1,638,821	1,000,829	1,170,853	(170,023
	GRAND TOTAL EXPENSES	1,425,340	1,783,702	1,069,609	797,794	271,815
	GRAND TOTAL NET INCOME / LOSS	340,887	(144,881)	(68,780)	373,059	(441,838
		- :=;==:	, , - 3 . /	(,)	,	(, 00

Estimated Fund Balance through October 31, 2020

	Beginning Balance 05/01/20	Revenues FY21	Expenditures FY21	Ending Balance	Est Balance Budget as of 04/30/21	Better/(Worse)
General Fund	\$300,016	\$478,252	\$335,951	\$442,317	\$221,103	221,214
Other Funds:						
Utility Tax Fund	537,148	28,241	52,306	513,083	412,936	100,147
TIF District Fund	169,667	221,684	3,017	388,334	237,977	150,357
Road & Bridge Fund	56,176	57,818	22,070	91,924	37,650	54,274
Motor Fuel Tax Fund	195,075	51,780	140,000	106,855	100,116	6,739
Totals	958,066	359,523	217,393	1,100,196	788,679	311,517
Water & Sewer Funds						
Water & Sewer Operating Fund	485,762	189,285	207,846	467,201	541,714	(74,513)
Water Improvement Fund	285,168	73,075	12,604	345,639	248,864	96,775
Sewer Improvement Fund	463,666	49,918	-	513,584	468,112	45,472
Totals	1,234,596	312,278	220,450	1,326,424	1,258,690	67,734
Village Totals	\$2,492,678	\$1,150,053	\$773,794	\$2,868,937	\$2,268,472	600,465

Estimated Cash Balances for October 31, 2020

	10/01/20 Balance	Misc	Transfers & Deposits	Manual Checks and Tax Pymts	Payroll	10/31/20 Check Run	Estimated 10/31/20 Balance	
Old Second Checking	336,016.17		48,679.75	(22,231.27)	(36,729.73)	(104,202.93)	221,531.99	0.00%
First Midwest	336,094.31			,	,	,	336,094.31	0.04%
TIF Funds	389,232.77		(898.49)				388,334.28	0.00%
Illinois Funds	1,854,073.19		44,875.01				1,898,948.20	0.99%
First Midwest CD	37,000.00						37,000.00	0.50%
First Midwest LPL	0.00						0.00	0.01%
	2,952,416.44	0.00	92,656.27	(22,231.27)	(36,729.73)	(104,202.93)	2,881,908.78	



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, NOVEMBER 3, 2020

• Budget Report – Enclosed in this month's Board Packet is the September Budget Report. In the first six months of the fiscal year, we have issued nine (9) new home build permits, four (4) in The Settlement, one (1) in Squire's Crossing, and four (4) in Heritage Hills. Of those nine (9) permits, six (6) have the new impact fees included (the other three (3) permit applications were received prior to May 1st).

Below is a comparison for the current fiscal year of some of the revenues that have been impacted by COVID-19. This shows what was budgeted (in our updated budget) vs. what has been received for the first three months of the fiscal year.

Fiscal Year 2021 Revenue

Тах Туре	Budgeted	Actual	Number of Months
Income Tax	32,576.00	76,777.56	6
Sales Tax	19,091.00	35,251.27	3
PPRT	1,500.00	1,684.68	6
Use Tax	9,689.00	19,164.53	4
Video Gaming	8,050.00	5,384.61	5
MFT*	15,941.00	47,610.39	5

^{*}Contains 2 payments of \$14,389.03 for Rebuild Illinois (\$47,610.39 - \$14,389.03 (x2) = \$18,832.33)

As shown above, most of our revenue impacted by COVID-19 has not been as hard hit as we had anticipated. This being said, we had originally only factored in a loss of revenue for approximately three months. The situation we are now in appears that this impact will remain for an extended period of time. Areas that appear to not be impacted (such as Income Tax), will show the downturn over time. With the high unemployment rate in our State this figure will eventually catch up and we may see a significant decline in Income Tax receipts. Revenue will be closely monitored for the remainder of this fiscal year.

Attached is an update to our annual cash flow to show our current cash position. The assumptions used in this model remove State revenues as a precaution in order to show our position conservatively. The Village's cash position will continue to be monitored closely.

As you have concerns, please feel free to reach out and the information will be provided for further understanding.

- Escrow Accounts There was no activity for the month of October.
- Warrant List
 - o A/P Check run of \$104,202.93, manual checks of \$1,170.60 for a total of \$105,373.53.
 - ABD Cycle Club \$700.00 this is a return of the planned rentals from this past Spring and Summer for events that were not able to be held.
 - Illinois Municipal League Risk \$44,781.19 this is for the annual insurance payment as well as \$250 for IML Dues.
 - Illinois Environmental Protection \$18,552.35 loan payment.
 - Kane County Treasurer \$12,240.73 this is the final loan payment for the Village's ARRA Loan.
- Please let me know if you have any questions or concerns.

Village of Maple Park **Attachment A** Annual Cash Flow

2025	413,309.78	(506,982.89)	(93,673.11)
2024	900,793.33	(487,483.55)	413,309.78
2023	1,369,527.51	(468,734.18)	900,793.33
2022	1,820,233.45	(450,705.94)	1,369,527.51
2021	2,253,604.55	(433,371.10)	1,820,233.45
2020 End of Year			2,253,604.55
	Estimated Beginning Cash Balance	Annual Cash Drain - Increase based on 4%	Estimated ending cash

VILLAGE OF MAPLE PARK
Attachment B
STATE INCOME TAX REVENUE
01-00-4220
FY2011/2012 - FY 2020/2021

Distributed (By State)	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	% Change
May	-9,037.07 * 10,130.31	11,113.25	11,630.24	12,205.67	13,759.30	12,189.61	12,012.22	11,222.33	00:	13,207.49	#DIV/0i
June	6,969.33	6,973.68	7,225.87	7,120.26	7,984.77	7,098.46	5,740.62	8,237.92	8,215.46	8,180.86	-0.42%
July	6,708.27	6,917.32	7,049.39	6,962.86	7,605.04	7,753.62	6,771.19	8,039.88	12,286.01	12,990.86	5.74%
August	6,388.88	10,891.86	12,298.82	12,423.80	13,366.18	11,457.76	10,309.54	12,495.46	8,806.99	17,761.30	101.67%
September	10,654.70	8,229.96	8,142.89	8,376.05	8,813.10	7,690.18	7,758.81	8,999.60	7,794.62	10,063.80	29.11%
October	6,785.55	6,791.87	6,499.54	6,298.26	6,892.43	6,967.11	6,830.76	7,459.43	13,907.03	14,573.25	4.79%
November	9,492.18	10,528.14	12,036.08	10,671.35	12,932.21	11,264.41	9,954.87	10,868.91	9,076.48		-100.00%
December	10,943.97	12,427.98	12,773.36	15,921.67	14,151.87	13,027.83	14,409.68	13,076.17	8,576.89		-100.00%
January	7,301.38	6,968.80	7,295.60	6,945.79	8,192.96	6,818.87	7,244.06	7,873.53	11,988.30		-100.00%
February	11,336.68	12,100.84	12,757.92	14,193.83	12,677.22	13,150.01	11,123.49	12,646.54	12,351.24		-100.00%
March	16,460.55	22,351.53	19,799.98	23,482.40	17,868.35	17,557.85	17,966.61	26,306,62	9,184.36		-100.00%
April	8,654.22	7,593.74	7,374.89	9,751.86	8,541.12	9,080.30	8,299.95	00	13,489.54		-100.00%
	102,788.95	122,888.97	124,884.58	134,353.80	132,784.55	124,056.01	118,421.80	127,226.39	115,676.92	76,777.56	
*November 2010 in	4.71% *November 2010 included twice in FY 2010/2011	19.55% 010/2011	1.62%	9.33%	-1.17%	-6.57%	4.54%	7.43%	~80'6-	-33.63%	

VILLAGE OF MAPLE PARK, ILLINOIS

"*Attachment C**

SALES TAX REVENUE

01-00-4240

FY2011/2012 - FY2020/2021

	Month									NHMR	MT	NHMR	TM	NHMR	MT	70
Of Sale	Callected (By State)	Disbursed To (Maple Park)	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	New Tax 2018/2019	2018/2019	2019/2020	2019/2020	2020/2021	2020/2021	Change
May		Prior Year Adjustment August	2,704.18	7,348.47	8,530.24	333.08	(41.65) 6,101.97	5,888.07	6,570.70		6,710.37 8,187.28	2,158.44 7,548.60	10,958.87 9,965.48	1,426.16	1,909.70 5,202.82	-47.79%
June	July	September	7,016.24	8,398.82	9,678.74	17,654.25	6,161.01	6,747.49	7,556.89	26	7,559.35	7,489.21	7,945.94	5,847.31	7,831.81	-1.44%
July	August	October	7,287.93	7,429.07	9,423.06	15,967.42	6,430.25	6,350.92	7,626.89	6,800.89	7,628.05	6,727.71	99'688'6	5,074.53	6,861.12	-30.62%
August	September	September November	9,345.01	12,512.47	8,809.25	12,683.33	5,696.82	5,364.37	6,151.58	11,795.80	13,038.98	6,517.76	7,688.51			-100.00%
September October	October	December	7,057.40	9,324.50	7,834.73	10,459.85	7,633.27	4,860.98	6,062.54	7,085.00	8,179.04	6,336.32	7,391.60			-100.00%
October	November January	January	6,381.40	9,931.44	6,754.70	6,763.13	7,128.05	5,312.35	7,349.78	6,607.45	7,149.08	6,219.92	7,865.90			-100.00%
November	December	February	7,040.60	7,631.09	6,223.98	5,530.27	5,319.01	5,189.95	7,224.72	5,329.25	5,637.48	5,300.60	5,774.23			-100.00%
December	January	March	7,360.91	6,034.93	7,073.39	4,750.75	3,776.85	4,053.27	7,456.93	5,418.31	6,088.22	5,484.68	5,927.96			-100.00%
January	February	April	5,773.01	4,826.31	4,775.03	7,241.75	4,062.11	5,236.82	7,125.27	4,728.75	5,053.33	4,819.78	5,101.42			-100.00%
February	March	Мау	5,217.53	5,478.30	5,163.88	4,100.73	5,010.37	4,356.23	5,922.28	4,481.65	4,610.44	4,079.66	4,615.43			-100.00%
March	April	June	6,393.58	7,995.97	7,944.50	4,740.13	3,937.20	5,178.37	5,890.30	08:960'9	6,751.43	3,361.35	3,662.34			-100.00%
April	May	July	7,271.53	6,711.58	6,500.00 e	5,000.00 e	5,205.49	5,258.28	7,320.83	5,000.00	5,000,00 e	2,000.00	2,000.00 e			-100.00%
		Totals	86,610.24	93,622.95	88,711.50	105,733.49	66,410.75	63,797.10	82,258.71	63,343.90	91,593.05	68,044.03	88,787.34	16,781.68	21,805.45	
	Anı	Annual % Increase	41.86%	8.10%	-5.25%	19.19%	-37.19%	-3.94%	28.94%		11.35%	7.42%	-3.06%	-75.34%	-75.44%	

VILLAGE OF MAPLE PARK

Attachment D

PERSONAL PROPERTY REPLACEMENT TAX

01-00-4250 (District #0452400048)

FY2011/2012 - FY 2020/2021

2016/2017 2017/2018	910	2015/2016	2014/2015 2015/2		2014/2015
1 49	24	€9	€9	•	· •
534.25 517.83	532.05	532	511.58 532		511.58
62.19 23.88	71.71	7.1	55.03 71		55.03
1		1	1		•
485.94 353.50	85	534.85	507.08		507.08
1		•	,		,
129.27 93.21	33	130.63	134.98 130.6		134.98
480.54 317.35	88	425.28	449.90 425.2		449.90
1		'	,		ı
308.68 281.53	Σ	170.81	128.44 170.8		128.44
786.33 578.71	7:	608.27	786.05 608.2		786.05
506.40 589.91	رم درم	491.45	647.64 491.4		647.64
3,293.60 2,755.92	۱ ایو	2,965.05	3,220.70 2,965.0		3,220.70
11.08% -16.32%	%	-7.94%	4.67% -7.94		4.67%

VILLAGE OF MAPLE PARK
Attachment E

STATE USE TAX

01-00-4270

FY2011/2012 - FY2020/2021

May July	(Maple Park)	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	Change
	>	1,579.97	1,572.17	1,824.81	1,869.28	2,420.47	2,576.95	2,519.73	2,704.74	3,404.28	4,385.25	28.82%
June Aug	August	1,539.36	1,643.89	1,611.43	1,986.06	2,305.54	2,507.56	2,538.72	2,949.32	3,418.99	4,876.95	42.64%
July Sep	September	1,700.89	1,838.00	2,140.18	2,216.84	2,600.55	2,828.16	2,685.20	3,158.59	3,475.75	4,923.60	41.66%
August Oct	October	1,361.34	1,518.88	1,841.16	1,890.33	2,411.08	2,250.82	2,570.73	3,064.09	3,573.24	4,978.73	39.33%
September Nov	November	1,621.34	1,695.84	1,720.32	2,047.15	2,203.16	2,453.75	2,733.92	2,914.06	3,423.37		-100.00%
October Dec	December	1,229.66	1,737.45	1,856.00	2,484.01	2,533.13	2,522.36	2,881.17	3,342.86	3,834.13		-100.00%
November Jan	January	1,546.32	1,688.56	1,991.80	2,350.25	2,551.10	2,750.97	2,861.16	3,538.33	4,209.69		-100.00%
December Fek	February	1,557.01	1,778.82	1,875.14	2,234.39	2,514.05	2,670.84	3,314.33	3,915.05	3,943.85		-100.00%
January Mai	March	2,379.50	2,540.68	2,950.32	3,386.79	3,595.09	4,150.36	4,192.03	4,734.26	5,411.52		-100.00%
February April	Ē	1,520.57	1,768.58	1,564.39	1,198.26	2,208.81	2,397.58	2,495.33	2,746.30	3,747.22		-100.00%
March May	χ.	1,378.89	1,324.70	1,535.77	2,338.78	2,251.52	2,256.36	2,566.17	3,163.77	3,256,39		-100.00%
April June	ē	1,704.73	1,662.72	2,027.67	2,465.88	2,645.71	2,934.20	3,099.04	3,596.65	4,142.33		-100.00%
	Totals	19,119.58	20,770.29	22,938.99	26,468.02	30,240.21	32,299.91	34,457.53	39,828.02	45,840.76	19,164.53	
Annual %	Annual % Increase	1.51%	8.63%	10.44%	15.38%	14.25%	6.81%	6.68%	15.59%	15.10%	-58.19%	

VILLAGE OF MAPLE PARK, ILLINOIS
Attachment F
ILLINOIS GAMING REVENUE
01-00-4280
FY2013/2014 - FY2020/2021

May June July - 2013/2014 - 2 May June July - 1 July August September - 1 August September October - 2 September October November - 2 October November December - 1 November December January 7 December January February 403.46	639.24 601.23 724.83	1,018.34 759.67 761.10 1,220.08 1,166.61	1,183.50 1,144.52 1,155.77 1,440.20 1,376.04	1,767.29 1,802.05 1,628.28 1,490.15 2,197.33	1,850.03 1,715.11 1,744.16 2,058.93	2,378.26		D
June July July August August September September October r November December ber December January ber January February	1,008.90 592.23 639.24 601.23 724.83	1,018.34 759.67 761.10 1,220.08 1,166.61	1,183.50 1,144.52 1,155.77 1,440.20 1,376.04	1,767.29 1,802.05 1,628.28 1,490.15 2,197.33 1,631.62	1,715.11 1,744.16 2,058.93	2,378.20		7000 000
August September September October ber October November December ber December January ber January February	592.23 639.24 601.23 724.83	759.67 761.10 1,220.08 1,166.61 1,316.74	1,144.52 1,155.77 1,440.20 1,376.04	1,802.05 1,628.28 1,490.15 2,197.33 1,631.62	1,744.16			-100.00%
August September September October November December ber December January ber January February	639.24 601.23 724.83 772.06	761.10 1,220.08 1,166.61 1,316.74	1,155.77 1,440.20 1,376.04	1,628.28 1,490.15 2,197.33 1,631.62	1,744.16 2,058.93	2,393.33	1	-100.00%
September October ber October November r November December ber December January ber January February	601.23 724.83 772.06	1,166.61	1,440.20	1,490.15 2,197.33 1,631.62	2,058.93	1,979.33	1,895.79	-4.22%
October November November December December January January February	724.83	1,166.61	1,376.04	2,197.33		2,323.97	1,647.17	-29.12%
November December December January January February	772.06	1,316.74	1.754.03	1,631.62	1,861.23	1,854.17	1,841.65	-0.68%
December January January February					2,026.87	2,532.39		-100.00%
January February	811.58	1,154.18	1,322.08	1,642.12	2,146.00	2,563.06		-100.00%
	1,329.84	1,150.87	1,379.72	1,923.67	2,245.55	2,393.22		-100.00%
January February March 611.21	1,093.18	1,117.46	1,483.25	1,572.34	2,331.36	2,074.75		-100.00%
February March April 662.38	1,133.40	1,049.37	1,296.81	1,463.89	2,273.26	2,482.06		-100.00%
March April May 899.74	1,157.49	1,291.10	1,897.68	2,151.55	2,777.34	1,371.30		-100.00%
April May June 761.39	546.72	1,370.91	1,613.78	2,033.26	2,907.26	1		#DIV/0i
Totals 3,559.38	10,410.70	13,376.43	17,047.38	21,303.55	25,937.10	24,345.84	5,384.61	
Annual % Increase *Video Gaming was shut down on 03/16/20	192.49%	28.49%	27.44%	24.97%	21.75%	-6.14%	-77.88%	

VILLAGE OF MAPLE PARK
Attachment G
MOTOR FUEL TAX
19-00-4280 / 19-00-4290
FY 2011/2012 - FY 2020/2021

Allocated (By State)	Month Month Ilocated Disbursed To	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	% Change
May	June	2,761.89	2,664.61	2,832.96	3,331.21	9,105.88 *	2,860.73	2,960.89	2,908.08	2,760.88	2,657.33	17,465.32 xA	557.25%
June	July	2,610.35	2,479.38	2,386.37	2,286.45	2,549.94	1,856.78	1,867.24	2,309.38	2,530.22	2,422.51	3,165.07 x	30.65%
July	August	2,829.40	8,577.42 *	2,788.67	2,681.82	8,573.40 *	3,304.52	2,997.10	3,028.07	2,969.68	3,028.00	18,262.21 xA	503.11%
August	September	2,752.02	2,810.89	2,795.12	3,149.23	1,940.96	3,183.88	2,846.26	2,860.15	2,863.62	4,356.26 x	4,519.64 x	3.75%
September	October	3,168.18	2,518.28	8,142.07 *	2,227.72	2,638.74	2,143.94	2,512.41	2,528.17	2,392.10	4,731.80 x	4,198.15 x	-11.28%
October	November	8,035.95 *	2,797.89	2,654.79	8,576.92 *	2,840.02	2,785.63	2,908.42	2,894.56	3,138.47	4,341.71 x		-100.00%
November	December	2,960.42	2,955.85	2,830.17	2,468.65	2,878.64	3,226.24	2,963.32	2,949.99	2,954.87	4,888.92 x		-100.00%
December	January	2,834.14	2,755.39	2,711.73	3,278.08	3,298.88	2,956.53	3,107.68	2,894.64	2,845.28	5,750.49 x		-100.00%
January	February	3,066.06	2,649.55	2,631.84	2,888.64	3,100.33	2,855.63	2,954.18	2,963.57	2,842.14	4,074.82 x		-100.00%
February	March	2,469.00	2,700.32	2,236.35	2,660.40	2,353.43	2,877.98	2,816.64	2,567.51	2,584.94	4,031.02 x		-100.00%
March	April	2,803.92	2,626.53	2,646.54	2,091.86	1,207.32	2,475.19	2,401.55	2,545.18	2,472.00	4,173.02 x		-100.00%
April	May	2,716.12	2,543.22	2,252.85	2,415.04	3,046.79	2,981.31	2,868.21	2,998.94	2,899.63	3,885.29 x		-100.00%
	Totals	39,007.45	38,079.33	36,909.46	38,056.02	43,534.33	33,508.36	33,203.90	33,448.24	33,253.83	48,341.17	47,610.39	
Annual % Incre * - Includes Excess MFT Paymer x - Includes MFT Renewal Fund A - Includes Rebuild Illinois Fund	Annual % Increase * Includes Excess MFT Payment x - Includes MFT Renewal Fund A - Includes Rebuild Illinois Funds	17.45%	-2.38%	-3.07%	3.11%	14.40%	-23.03%	-0.91%	0.74%	-0.58%	45.37%	-1.51%	



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

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach

DATE: October 21, 2020

SUBJECT: RESOLUTION 2020-24 AUTHORIZING THE VILLAGE PRESIDENT OR HER

DESIGNEE TO APPROVE AN AGREEMENT WITH LINTECH ENGINEERING, INC.

FOR ENGINEERING SERVICES

BACKGROUND

The Village approved the Lintech Engineering, Incorporated Agreement for Engineering Services on September 3, 2019, per Resolution 2019-22. The Agreement is set to expire on November 30, 2020. Staff has evaluated and determined that the engineering services provided to the Village have been of benefit to the Village. The Village and Lintech have worked together on a number of projects and have formally established documentation procedures this past agreement year. The working relationship has been good between the Village and Lintech.

The new term of the new agreement will be from December 1 – November 30, 2021. There is no increase in the hourly billing rate for the Village Engineer in the proposed Agreement. The Agreement includes the following:

- 1. That the Village Engineer, Jeremy Lin, attend the monthly Village Board Meetings and will attend the Committee of the Whole and other meetings when requested.
- 2. That certain projects may be performed or proposed to be lump sum payments and the Village will be advised of the cost of the work to be performed on a Work Order form.
- 3. That if a sub-consultant is required for projects or consulting the Village will be apprised of these costs with a separate proposal that will be presented to the Village Board for approval. The Village Engineer will submit the sub-consultant invoices to the Village for payment.
- 4. Added to the proposed Agreement, in order to formalize the processes that are already in place, is the required response times in terms of Lot Reviews, Final Lot Reviews.
- 5. Also added to the Agreement is the Village Board and Committee of the Whole and Invoice submission deadlines for the remainder of 2020 and through November 30, 2021.

In FY2020 we had budgeted \$42,500 and the Village expended \$20,187.50 for engineering services.

In FY2021 Budget, the Village budgeted a total of \$74,285 for engineering services. Engineering services are divided between the General Fund, Road and Bridge Fund, and the Water and Sewer Fund. In the General Fund, \$7,500 is in 01-10-5320 Engineering Services. In the Road and Bridge Fund, \$41,285 is in 15-00-5320 Engineering Services. In the Water and Sewer Fund, is \$250 in 52-10-5320 Engineering Services in the Water Division Expenditures; and \$250 is in 52-20-5320 in the Sewer Division Expenditures; and \$25,000 is in 54-00-

5320 Engineering Services in the Water Improvement Fund. In the FY2021 Budget, the Village has, through September 30, 2020, expended \$2,677.50 for engineering services.

RECOMMENDATION

That the Village Board approve Resolution 2020-24 Authorizing the Village President or Designee to Approve the Agreement with Lintech Engineering, Incorporated.

Attachments

Resolution 2020-24 Authorizing the Village President or Designee to Approve the Agreement with Lintech Engineering, Incorporated

Engineering Services Agreement

RESOLUTION 2020-24

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO APPROVE AN AGREEMENT WITH LINTECH ENGINEERING, INC. FOR ENGINEERING SERVICES

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

WHEREAS, Village has determined that it is to its advantage and best interest of the Village to avail itself of the services of Lintech Engineering, Inc., in connection with its Engineering Services; and,

WHEREAS, the Village believes it is in the best interest of the Village to continue to have Lintech Engineering, Inc., performing Engineering services for the Village; and,

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

- Section 1. The Village President or a designee is hereby directed to sign the attached Engineering Services Agreement, Attachment A, with Lintech Engineering, Inc. for Engineering Services.
- **Section 2.** This Agreement shall expire on November 30, 2021, unless extended in writing by the Village of Maple Park.
- Section 3. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

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

Ayes:

Nays:
Absent:

(SEAL)

Kathleen Curtis, Village President

Theresa D'Amato, Village Clerk

ATTEST:

VILLAGE OF MAPLE PARK ENGINEERING SERVICES AGREEMENT

This Agreement is made as of <u>December 1, 2020</u> between the Village of Maple Park (Client) and Lintech Engineering, Inc. (Engineer).

Client and Lintech Engineering, Inc. agree:

- 1. Scope of Services Lintech Engineering, Inc. shall perform engineering services as stated in Exhibit A.
- Compensation and Rates Client shall compensate Lintech Engineering, Inc. for services as stated in Exhibit B.
- **3.** Terms and Conditions Lintech Engineering, Inc. shall provide engineering services in accordance with the terms and conditions stated in Exhibit C.
- **4.** Term of Agreement This agreement shall expire on November 30, 2021 unless extended in writing by the Village of Maple Park.
- **5.** Client shall provide for payment from one or more lawful sources of all sums to be paid to Lintech Engineering, Inc.
- **6.** The following sections are attached to and made part of this Agreement:

Exhibit A – Scope of Services

Exhibit B - Compensation and Rates

Exhibit C – Standard Terms and Conditions

Exhibit D – Meeting and Invoice Schedule

Exhibit E - Correspondence Formatting and Turnaround Dates

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

LINTECH ENGINEERING, INC.	VILLAGE OF MAPLE PARK
Jeremy C. Lin, P.E., BCEE President	Kathy Curtis Village President
Attest	Attest
Address: 8052 Monticello Ave, Suite 210 Skokie, IL 60076	Address: P.O. Box 220 302 Willow Street

Maple Park, IL 60151

Exhibit A - Scope of Services

General Consulting

Meeting attendance required - Village Board

Meeting attendance as requested - Committee of the Whole

Board presentations

Facility planning

Engineering reports and analysis

Loan and grant assistance

Project budgeting

Project bidding

Ordinance development and review

User charge systems

TIF engineering analysis

Developer negotiation, impact fees

Review services

Commercial development review

Subdivision review

Conceptual planning

Preliminary and final plats

Stormwater pollution prevention review

Annexation agreement

Design services

Site plan and grading

Subdivision design and roadways

Water and sewer infrastructure

Lift stations

Treatment plants

Stormwater and detention facilities

Soil and erosion control

Coordination with surveyor

· Construction services

Construction observations and reporting

Pay request review

Material testing

Project closeout and punch list

Project and facility startup

Roadway inspection

Soil and erosion control inspection

Exhibit B - Compensation

1. Schedule of Rates

Category	Hourly Rate
Engineer	\$85.00
CADD Technician	\$75.00
Field Services	\$75.00
Administrative	\$50.00

The hourly rate is charged for actual consulting/engineering work and duration of meetings. No time is charged for travel time to and from the Village.

2. Negotiated Lump Sum

Certain projects may be performed or proposed to be lump sum payments. In these cases, a proposal identifying the scope and lump sum price will be presented to the Village for approval before any work is started.

3. Sub-Consultants

Whenever a sub-consultant is required for a project or consulting, a separate proposal for their services will be presented for Village approval. Engineer subcontract with the sub-consultant and pass the invoices through to the Village for payment.

4. Reimbursable Expenses

Category	<u>Rate</u>
Copies and Plans for Village use	No charge
Phone & Fax	No charge
Out of town travel	Actual costs

Exhibit C - Standard Terms and Conditions

Client Responsibilities

Client shall provide criteria and requirements for the project including objectives and constraints, design and construction standards, and budgetary requirements.

Client agrees to provide Lintech Engineering, Inc. with all the existing available information pertinent to the project in which Lintech Engineering, Inc. shall be entitled to use and rely upon. Such information may include, but not limited to, existing studies and reports, plat of survey and legal descriptions, copies of permits, site information, and other pertinent data.

Client shall arrange for safe access to and make all provisions for Lintech Engineering, Inc. to enter upon public and private property as required for Lintech Engineering, Inc. to perform services under this agreement.

Obtain all approvals, consents, and permits necessary for project. Client shall be responsible for paying all application and permit fees and bear any Incidental costs related to the project.

Payment & Billing

Lintech Engineering, Inc. shall submit a monthly invoice to the Village Accountant no later than 12:00 Noon on the Tuesday prior to a Village Board meeting. The Village will provide Lintech Engineering with an annual schedule of Village Board Meetings and invoice due dates for services rendered and reimbursable expenses occurred. See Exhibit D for 2020 – 2021 Meeting/Invoice Submission Schedule. The Village shall make payment shall be due upon receipt of invoice within 30 days from the date the invoice was received. Payments will be made in accordance with Illinois Prompt Payment Act (50 ILCS 505/1.)

The Client shall pay Lintech Engineering, Inc. for all additional services requested which are not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by Client.

Insurance & Indemnification

Throughout the duration of the project, Lintech Engineering, Inc. shall procure and maintain the following liability insurance listed below; and, shall provide the Client with a Certificate of Insurance (COI) that names the Village of Maple Park as an additional insured with the CG 20260413 Endorsement accompanying the COI.

<u>Liability</u> Worker's Compensation General Liability

Automobile Liability Excess Umbrella Liability Professional Liability Limits of Liability
Statutory Limits
Per Claim: \$2,000,000
Aggregate: \$2,000,000

Aggregate: \$2,000,000
Combined Single Limit: \$1,000,000
Per Claim and Aggregate: \$3,000,000
Per Claim and Aggregate: \$2,000,000

Lintech Engineering, Inc. shall indemnify and hold harmless Client from and against all claims, losses, damage, injury or liability arising directly from the negligent acts or omissions of employees, agent and subcontractors of Lintech Engineering, Inc. Client shall indemnify and hold harmless Lintech Engineering, Inc. from and against all claims, losses, damage, injury or liability arising directly from the negligent acts or omissions of employees, agent and subcontractors of Client. In addition, client shall indemnify and hold harmless Lintech Engineering, Inc. from and against all claims, losses, damages, injury or liability arising out of or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site if Client is knowledgeable of the presence of same at the time of work on project.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Lintech Engineering, Inc. on account of any design defect, error, omission, or professional negligence to actual damages proximately resulting directly from such negligence. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Lintech Engineering, Inc.'s cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

Service Considerations

Lintech Engineering, Inc. is responsible for the quality, technical accuracy, timely completion, and coordination of all professional services furnished under this agreement with the same skill and judgment which can be reasonably expected from similarly situated professionals. Lintech Engineering, Inc. shall not be responsible for delays due to factors beyond its control.

Either party may at any time, upon ten 30 days prior written notice to the other party, terminate this agreement. Upon such termination, Client shall pay all amounts owing to Lintech Engineering, Inc. for all work performed up to the effective date of termination, Including reimbursable expenses.

Warranty

Lintech Engineering, Inc. makes no warranties, expressed or implied, under this Agreement or otherwise in connection with Lintech Engineering, Inc.'s services. Lintech Engineering, Inc. shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' failure to perform according to contract documents.

Correspondence & Response Time

Lintech Engineering, Inc. agrees to submit written correspondence in the formats contained in Exhibit E and within the timeframe listed on the bottom of the correspondence. A Lot Review shall be completed in five (5) working days; A Lot Final Review shall be completed in five (5) working days of the receipt of the request for said Final, unless a specific date is specified by the Client. Work Orders and memorandums for requested projects or analysis work shall be completed by the date agreed to by the Client and Lintech Engineering, LLC.

Ownership & Reuse of Documents

All documents including electronic data and media prepared Lintech Engineering, Inc. are instruments of service, belonging to Client upon payment for same, but Lintech Engineering, Inc. retains ownership of all copyrights. Client may retain copies for reference, but reuse on another project without Lintech Engineering, Inc.'s written consent is prohibited. Said items are not intended to be suitable for completion of a particular project by others.

Any furnishings of additional copies and verification or adaptation of the documents and electronic media will entitle Lintech Engineering, Inc. to claim and receive additional compensation from the Client.

Opinion of Probable Cost

"Construction cost" means total cost of entire project to Client, except for Lintech Engineering, Inc.'s compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are Client's responsibility as provided in this Agreement.

Engineer's opinion of probable cost provided for herein are to be made on the basis of Lintech Engineering Inc.'s experience and qualifications, and represent our best judgment as an experienced and qualified professional generally familiar with the industry. However, since Lintech Engineering, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractors' methods of determining prices, or over competitive bidding or market conditions, Lintech Engineering, Inc. cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the opinion of probable cost.

Extent of Agreement

Neither party shall assign its rights, interests, or obligations under this Agreement without the express written consent of the other party.

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Lintech Engineering, Inc., who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

This Agreement is to be governed by the laws of the State of Illinois.

VILLAGE BOARD & COW MEETING DATES AND INVOICE DUE DATES FOR LINTECH ENGINEERING, INC.

Invoice Due Date – By Noon	Village Board Meeting Date	COW Meeting Date
9/29/2020	10/6/2020	10/20/2020
10/27/2020	11/3/2020	11/17/2020
11/24/2020	12/1/2020	12/15/2020
12/29/2020	1/5/2021	1/19/2021
1/26/2021	2/2/2021	2/16/2021
2/23/2021	3/2/2021	3/16/2021
3/30/2021	4/6/2021	4/20/2021
4/27/2021	5/4/2021	5/18/2021
5/25/2021	6/1/2021	6/15/2021
6/29/2021	7/6/2021	7/20/2021
7/27/2021	8/3/2021	8/17/2021
8/31/2021	9/7/2021	9/21/2021
9/28/2021	10/5/2021	10/19/2021
10/26/2021	11/2/2021	11/16/2021

Exhibit E - Correspondence Formatting and Turnaround Dates

MEMORANDUM



TO:

FROM: Village Engineer Jeremy Lin, P.E. BCEE

DATE:

SUBJECT:

Project Description

Description of the above listed submitted. Includes pictures if applicable. Include estimated time to complete project.

Vendor Budget Proposals

Describe and compare vendor proposal, if applicable, project cost information including, but not limited to, vendor name, proposed cost estimate/quote. Include whether or not any deposits are due up front, etc.

Recommendation

It is our recommendation to

Budget

List vendor name and cost or Village Engineer cost estimate

Due Date: As Agreed upon by Village and Lintech Engineering, Inc.



REVIEW MEMORANDUM

Date:

To: Village of Maple Park

From: Jeremy Lin, Village Engineer

Subject: Subdivision Name – Street address and Lot # Review

Describe review of grading plans and/or final review of lot after home construction.

Due Date for Lintech Engineering, LLC.:

New lot grading plan – Five (5) working days after plans sent to Lintech

Final lot grading – Five (5) working days after request for final has been sent to Lintech



WORK ORDER

Client: Village of Maple Park Date: January 8, 2020

Project Name: Pearl Street and Center Street Paving Improvements

Services	Description	Fee
Engineering	Prepare	Standard hourly rates not to exceed \$ or breakdown by category rates
Accepted by:		
Village of Maple	 Park	



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

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach

DATE: October 22, 2020

SUBJECT: CORONAVIRUS RELIEF - RESOLUTION 2020-25 AUTHORIZING THE VILLAGE

PRESIDENT TO SIGN THE INTERGOVERNMENTAL RECIPIENT AGREEMENT AND DUPLICATION OF BENEFITS CERTIFICATION; AND, ORDINANCE 2020-21 ORDINANCE TO SUPPLEMENT THE APPROPRIATION ORDINANCE FISCAL YEAR

2021

BACKGROUND

On May 29, 2020 Metro West Council of Government submitted a letter to the Kane County Board Coronavirus Relief Fund Task Force, requesting a fair an equitable due process for determining the funding allocated to Kane County. Kane County was one of the Illinois counties directly awarded CARES Act funding. The DeKalb County side of the Village would be obtaining reimbursement through the CURE Program that is being administered by the Illinois Department of Commerce and Economic Opportunity.

The U. S. Treasury allocated Kane County \$92,900,217 in CARES Act Funds. The letter further clarified that the U.S. Treasury had issued guidelines that allowed for reimbursement of payroll expenses related directly to COVID-19. It also addressed the need for an intergovernmental agreement between Kane County and the municipalities for reimbursement, reimbursement was to be based on a per capita basis. METRO, on behalf of the municipalities, requested a meeting with the Coronavirus Relief Fund Task Force to discuss these terms. The Village would like to thank METRO West and our fellow municipalities for their diligence in pushing Kane County to distribute a portion of the CARES Funds to municipalities in Kane County as was intended when the CARES Act was passed.

In July, the Kane County CARES Act Allocation Committee and the County Board met to discuss and the Board voted on the steps to disburse CARES Act funds to municipalities. Reimbursement would include the following reimbursement categories: payroll, commodities and contractual services. The administration and distribution process was turned over to the Kane County State's Attorney's Office (SAO.) The SAO instituted the CARES process and on August 13, 2020, the Village was informed that based on a 2019 U. S. Census Bureau population of 690, our CARES allocation was not to exceed \$40,611.

On September 10, 2020, the Village submitted a COVID-19 Relief Fund Application. Staff worked diligently to assemble the reimbursement costs that included a reimbursement request of \$85,064.31, of which \$49,573.37 was for expenditures (included payroll, commodities and contractual expenses) between March 1, 2020 – August 31, 2020 and \$39,490.94 was for a projected payroll between September 1 – December 31, 2020. However, our allocation remains at \$40,611 and there is no opportunity to seek additional funds to recover the \$44,453.31 balance of expenditures for this time period. The submittal was reviewed and approved by the Kane County Board on October 13, 2020.

In order to finalize the reimbursement process, the Village Board must approve the Intergovernmental Recipient Agreement (IGA) for Coronavirus Relief Funds and sign off on the Duplication of Benefits Certification, the Village received the agreement on October 19, 2020. The IGA must be approved by the Village Board. In order to accept the reimbursement an amendment to the Appropriation Ordinance is also necessary. Ordinance 2020-21 amends the ordinance and accepts the Coronavirus Relief Funds reimbursement. The funds will be placed in 01-00-4910.20 Reimbursement Income – Kane/CARES.

RECOMMENDATION

That the Village Board approve:

- 1. Resolution 2020-25 Authorizing the Village President to Sign the Intergovernmental Recipient Agreement and Duplication of Benefits Certification so that Coronavirus Relief Funds will be Disbursed by the County of Kane, Illinois to the Village of Maple Park; and,
- 2. Ordinance 2020-21 Ordinance to Supplement the Appropriation Ordinance Fiscal Year 2021 approving the acceptance of \$40,611 in revenue

Attachments

August 13, 2020 Coronavirus Relief Fund Award Letter
COVID-19 Relief Fund Application for ID#3825
Intergovernmental Recipient Agreement for Coronavirus Relief Funds
Resolution 2020-25 Authorizing the Village President to Sign the Intergovernmental Recipient Agreement
Ordinance 2020-21 Ordinance to Supplement the Appropriation Ordinance Fiscal Year 2021

Office of the Kane County State's Attorney



JOSEPH H. McMAHON

State's Attorney

Kane County Judicial Center 37W777 Route 38 Suite 300 St. Charles, Illinois 60175 General Offices: (630) 232-3500

August 13, 2020

Kathy Curtis, President 302 Willow Street, PO Box 220 Maple Park, IL 60151

Re: Coronavirus Relief Fund Award

Dear Ms. Curtis,

On behalf of the Kane County Board, I am very pleased to notify you that your municipality has been awarded an allocation of federal funds from the county's Coronavirus Relief Fund. Enclosed is a formal award notification regarding the amount and basis of your award, expenses that are eligible for reimbursement under the program, and the application process you will need to follow in order to receive a funding commitment in the form of an intergovernmental agreement (IGA). Please understand that until you submit a properly completed application, we verify eligibility of your expenses, and enter into an IGA, this letter should not be construed as a final funding commitment.

In order to assist you through the application process, we have scheduled a webinar for next <u>Tuesday</u>. <u>August 18th, at 1:30 pm</u>. Details regarding the webinar can be found in the enclosed instructions. At this time, we encourage you to identify the individual who will be responsible for preparing your municipality's application and overseeing your award. Please supply that person's name and contact information to our office, and have them attend the webinar.

My office has hired Faviola Guzman to handle administrative oversight of the county's Coronavirus Relief Fund and assist applicants seeking funding. She will serve as your primary point of contact with the county throughout the application and implementation phases of this project. Ms. Guzman can be reached at 630-762-2739 or CRF@co.kane.il.us. Please don't hesitate to reach out to her with any questions you might have.

Finally, I want to express, on behalf of Kane County, our gratitude to you and your community for the work you've already done to help prevent the spread of COVID-19 and to keep our residents safe. We hope the availability of relief funds will make it possible to further your good work so that, together, we can put this pandemic behind us. Thank you, in advance, for your participation in our program.

Sincerely,

Joseph H. McMahon

Kane County State's Attorney

Enclosure

cc: Dawn Wucki-Rossback, Village Administrator, and Liz Peerboom, Village of Maple Park

KANE COUNTY CORONAVIRUS RELIEF FUND MUNICIPAL AWARD NOTIFICATION AND INSTRUCTIONS VILLAGE OF MAPLE PARK

The purpose of this document is to provide notification and instructions to the Village of Maple Park regarding the availability of federal funds to reimburse certain costs necessary and specific to the COVID-19 public health emergency.

Background

The U.S. Congress enacted the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") on March 27, 2020 to provide economic relief to State, Local, and Tribal governments responding to the Coronavirus pandemic.

On April 23, 2020, Kane County received an allocation of the U.S. Treasury's Coronavirus Relief Fund (CRF) to address expenditures specific and necessary to the county's response to the COVID-19 Public Health Emergency. The Kane County Board on July 14, 2020 resolved to transfer a certain percentage of Kane County's Coronavirus Relief Fund to units of government within Kane County, including municipalities and other units of local government.

Kane County's Coronavirus Relief Funds have since been allocated by the County Board to municipalities on a per capita basis using the 2019 population data published by the U.S. Census Bureau.

CRF Allocation

For purposes of making an allocation of Kane County's Coronavirus Relief Fund to the Village of Maple Park, the municipality's 2019 population according to the U.S. Census¹ was 690.

Based on a per capita amount of \$58.86, the Kane County Board approved the following Coronavirus Relief Fund allocation for the Village of Maple Park: \$40,611.

Application Process

The transfer of funds will only occur after the following has been completed and approved:

- 1. An online Application for Coronavirus Relief Funds,
- 2. Attachment A Coronavirus Relief Fund Project Budget and Narrative for eligible costs already incurred between March 1, 2020 and August 31, 2020,
- 3. Attachment B Coronavirus Relief Fund Project Budget and Narrative for eligible costs anticipated between September 1, 2020 and December 30, 2020,
- 4. Supporting documentation of the municipality's most recently approved total budget as of March 27, 2020 and any subsequently approved total budget or modifications for expenses through December 30, 2020.

¹https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html#par textimage 739801612

5. Copy of your most recent annual financial statement as audited by a registered CPA

All fillable forms are available at Kane County's webpage: https://www.countyofkane.org/crf.

A municipality that does not submit an Application for Coronavirus Relief funds by September 4, 2020 risks foregoing its formula allocation.

If the municipality does not anticipate expending the full formula allocation by December 30, 2020, please specify on the Application for Coronavirus Relief Funds the portion of funds proposed to be expended during the allowable period. Kane County will work directly with municipalities that do not anticipate fully expending the total allocation by December 30, 2020.

Once the Application and Budgets are approved, Kane County will enter into an Intergovernmental Agreement with the municipality to allow for the transfer of funds. Funds will be transferred through a reimbursement request supported by necessary documentation.

In general, the timeline for reimbursement under the Coronavirus Relief Fund program follows.

General Timeline	Primary Activity
August 18, 2020	Kane County hosts an online orientation about expenses that are eligible for reimbursement by Coronavirus Relief Funds (details and access information can be found at the end of this document)
September 4, 2020	Units of government submit the Application for Coronavirus Relief Funds and required Attachments to Kane County, indicating whether the municipality anticipates fully expending the formula allocation by December 30, 2020
September 24, 2020	Kane County enters into Intergovernmental Agreements with approved Applicants and provides detailed instructions for submitting reimbursement requests
December 30, 2020	The term for eligible expenses under the Coronavirus Relief Fund ends, and final submission of reimbursement requests is due to Kane County

Eligible Expenses

The U.S. Treasury <u>Coronavirus Relief Fund Eligibility Guidelines</u> and <u>Frequently Asked</u> <u>Questions</u> specify that eligible expenses must meet the following:

- 1. The expenses are incurred "due to" the public health emergency and are *necessary* to respond to the public health emergency.
- 2. The expenses were not accounted for in the budget most recently approved as of March 27, 2020. Specifically:
 - a. The cost that is necessary to respond to the public health emergency does not fit within any existing line item in the approved budget as of March 27, 2020, or

- b. The cost is for a substantially different use from any expected use of funds in the originally approved line item, allotment, or allocation.
- 3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Note that the U.S. Treasury Guidelines specify that the "most recently approved budget" prior to March 27, 2020 does not take into account subsequent appropriations or modifications made in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Municipalities may not transfer any portion of their Coronavirus Relief Fund award to other entities, including, but not limited to, businesses and nonprofit organizations. The county is in the process of establishing separate programs aimed at assisting these entities.

Examples of eligible expenses specific to municipalities follow.

Expenditure Type	Examples
Medical expenses	 COVID-19-related expenses of public hospitals, clinics or other facilities Expenses of establishing temporary public medical facilities to increase COVID-19 treatment capacity Costs of providing COVID-19 testing Emergency medical response expenses, including emergency medical transportation, related to COVID-19 Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
Public health expenses	 Expenses for communication and enforcement by unit of government public health orders related to COVID-19 Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and other direct service providers Expenses for disinfection of public areas and other facilities such as nursing homes in response to the COVID-19 public health emergency Expenses for technical assistance to local authorities or other entities on the mitigation of COVID-19-related threats to public health and safety Expenses for public safety measures in response to COVID-19 Expenses for quarantining individuals
Payroll expenses	Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are subsequently dedicated to mitigating or responding to the COVID-19 public health emergency

Expenditure Type	Examples
Expenses related to complying with COVID-19 public health measures	 Expenses for food delivery to residents (e.g., senior citizens and other vulnerable populations) to comply with COVID-19 public health precautions Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 public health precautions Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions Expenses of providing paid sick leave and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions COVID-19-related expenses of maintaining state prisons and county jails, including related to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions

Funds may <u>not</u> be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as specific to the Coronavirus public health emergency². Other examples of ineligible expenses follow:

- 1. Expenses for the State share of Medicaid.
- 2. Damages covered by insurance.
- 3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- 4. Expenses that have been or will be reimbursed under any other federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- 5. Reimbursement to donors for donated items or services.
- 6. Workforce bonuses other than hazard pay or overtime.
- 7. Severance pay.
- 8. Legal settlements.

Eligibility Documentation

Eligible expenses will be subject to an Intergovernmental Agreement with Kane County, as well as an Application, Budget and Budget Narrative specifying which expenses will be requested for reimbursement and why.

²U.S. Treasury Guidance, page 1: Necessary expenditures incurred due to the public health emergency: https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf

Documentation will be required to submit with each reimbursement request for eligible expenses under Kane County's Coronavirus Relief Fund and in accordance with the approved budget and budget narrative. Costs submitted for reimbursement that are not reflected in the approved Coronavirus Relief Fund Project Budget and Narrative may be declined or may require a budget modification. Examples of supporting documentation follows:

- 1. Budget records for 2019 and 2020.
- 2. To support the costs incurred for payroll expenses related to addressing the COVID-19 public health emergency: check copies, payroll journals, pay stubs, signed timesheets, etc.
- 3. Receipts, invoices, check copies or other proof of payment for purchases made specific to the COVID-19 response.
- 4. Copies of contracts entered into using CRF payments and documents related to those contracts for services specific to the COVID-19 response.

Reimbursement requests that do not submit adequate supporting documentation will be delayed and subject to technical assistance from Kane County's contractor, Kerber, Eck & Braeckel LLP (KEB), before the reimbursement request can be processed and approved for payment.

In addition, each unit of government receiving funds under Kane County's Coronavirus Relief Fund must be prepared to obtain and maintain orderly, sufficient documentation of the use of funds for audit purposes should a single audit or program-specific audit be required pursuant to 2 C.F.R. 200.501(a) when the recipient spends \$750,000 or more in federal awards during their fiscal year.

Kane County may also request at any time access to documentation supporting reimbursement requests or other information necessary to support Kane County in meeting the required quarterly reporting to the U.S. Treasury on COVID-19-related costs and allocations to eligible entities.

Resources

Additional guidance is provided in the following:

- 1. U.S. Treasury Coronavirus Relief Fund <u>Guidance for State, Territorial, Local, and Tribal</u> <u>Governments</u>, updated June 30, 2020³
- 2. U.S. Treasury Coronavirus Relief Fund Frequently Asked Questions, updated July 8, 2020⁴

Kane County will issue additional guidance with the Unit of Government Application for Coronavirus Relief Funds.

Also, Kane County and its consultant, KEB, will host a webinar on **Tuesday**, **August 18**, **2020**, **at 1:30 p.m.** for all municipalities to provide an overview of the CRF program, application process, and reimbursement request process.

 $^{{}^3\}underline{https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf}$

⁴ https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf

Zoom Webinar access information for the August 18, 2020 at 1:30 p.m. webinar follows:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join:

https://us02web.zoom.us/s/82135342707?pwd=LzNwa2o1allQZGo4bk1DYWlGS2E5dz09

Passcode: 262493

Or join by phone: +1 312 626 6799

Webinar ID: 821 3534 2707

Passcode: 262493

Any questions, requests for technical assistance or submittal of Applications may be addressed to the following: CRF@co.kane.il.us

Thank you for your assistance in meeting the needs of municipalities during this COVID-19 public health emergency.

COVID-19 Relief Fund Application

ID# 3825

Organization Name	Name of Requesting Official
Village of Maple Park	Dawn Wucki-Rossbach
Organization Type	Submission Date
Municipality	9/10/2020
Contact Number	Email
(815)827-3309	dwrossbach@villageofmaplepark.com
Address	
Street Address	
302 Willow Street	a to provide a ridge of the control
302 Willow Street Address Line 2	
Address Line 2	State / Province / Region
Address Line 2 P.O. Box 220	State / Province / Region Illinois
Address Line 2 P.O. Box 220 City	

neral Information II	
Indicate the total amount requested:	
(project specific and date specific to the extent	
possible)	
\$ 85,064.31	
Request Description and Background Information	
Explain the type of expenditure and what the expend commodities, materials, projects, contracted service	diture has been or will be utilized for (personnel, es, etc.):
See attached with application.	
Yes No If expenditures are FEMA-eligible, has applicant alreexpenditures?	eady requested FEMA reimbursement for such
• Yes © No	
	any other documentation verifying the FEMA award.
Applicant #:	
894660400	
Award letter and any other documentation:	

Required Attachments

Upload Required Attachments

Required Attachments:

- Attachment A Coronavirus Relief Fund Project Budget and Narrative for eligible costs already incurred between March 1, 2020 and August 31, 2020
- Attachment B Coronavirus Relief Fund Project Budget and Narrative for eligible costs anticipated between September 1, 2020 and December 30, 2020
- Your organization's most recently approved total budget as of March 27, 2020 and any subsequently approved total budget or modifications for expenses through December 30, 2020
- Copy of your most recent annual financial statement as audited by a registered CPA

Note: All forms are available for download at https://www.countyofkane.org/crf

Note: Once the Application and Budget are approved and an Intergovernmental Agreement reached, then your organization will be instructed on how to submit eligible expenses for reimbursement with required supporting documentation.

Uploaded Attachments

Project Budget and Narrative document(s)

A1 Attachment Listing Application.pdf	674.4KB
A2 - A5 Payroll.pdf	7.51MB
A6 - A9.pdf	29.93MB
A10 Bank Statements.pdf	3.84MB
Attachment B Estimated.pdf	456.29KB

Approved Budget document(s)

FY2020 Budget.pdf	672.35KB
FY2021 Budget.pdf	693.66KB

CPA Audit document(s)

Audit FY20 FINAL.pdf	2.35MB
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Signature and Certification

- The undersigned hereby certify that they have the authority and approval from the governing body on behalf of the
 applying municipality to submit this application and request reimbursement from Kane County from the allocation of
 the Coronavirus Relief Fund provided to Kane County for eligible expenditures.
- 2. I understand that should this application be approved, an Intergovernmental and Recipient Agreement will need to be executed between the parties.
- 3. I understand Kane County will rely on this certification as a material representation in reviewing and potentially approving this application.
- 4. I certify the use of funds submitted in this application for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
- 5. I understand that eligible expenses which will be reimbursed by Kane County to Applicant are not considered grants but are "other financial assistance" under 2 CFR 200.40 and must comply with provisions of 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards.
- 6. I certify that the Coronavirus Relief Funds received from Kane County will be utilized to supplement rather than supplant funds otherwise available to the Applicant for the same purpose.
- 7. I further certify that no other Federal funds have been received to cover the same costs that will be reimbursed with the Coronavirus Relief Funds provided by Kane County.
- 8. I acknowledge that any allocation made to Village of Maple Park is based upon the 2019 population data published by the United States Department of the Census.
- 9. I understand any award of funds pursuant to this application must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the Applicant or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Kane County.
- 10. I understand any funds provided pursuant to this application and certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
- 11. I understand funds received pursuant to this application and certification cannot be used for expenditures for which the Applicant has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein as well as the application are true and correct to the best of my knowledge.

Authorized Representative (signature)

Authorized Representative (printed name)

Dawn Wucki-Rossbach

Down Wuck - Apriloch

Title

Village Administrator

Date

9/10/2020

VILLAGE OF MAPLE PARK, ILLINOIS

RESOLUTION 2020-25

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN THE INTERGOVERNMENTAL RECIPIENT AGREEMENT AND DUPLICATION OF BENEFITS CERTIFICATION SO THAT CORONAVIRUS RELIEF FUNDS WILL BE DISBURSED BY COUNTY OF KANE, ILLINOIS TO THE VILLAGE OF MAPLE PARK

WHEREAS, the Village of Maple Park (Village) is a non-home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Governor of the State of Illinois on March 9, 2020 has declared a Disaster and on March 26, 2020 the President of the United States has accepted that declaration; and,

WHEREAS, on May 5, 2020 the Governor issued the Restore Illinois Plan in order to begin re-opening the State of Illinois, and on May 20, 2020 the Governor further modified the Restore Illinois Plan and on August 21, 2020 the Governor extended the Disaster Declaration to September 19, 2020; on September 18, 2020 the Governor extended the Disaster Declaration to October 18, 2020 and on October 16, 2020 the Governor extended the Disaster Declaration to November 14, 2020; and,

WHEREAS, the Village deems it is necessary and beneficial to seek reimbursement of the Village's expenditures, such as personnel, commodities, materials, projects and contracted services, etc. associated with combatting the coronavirus; and,

WHEREAS, it is in the best interest of the Village that financial support for these expenditures is provided through the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") which established the Coronavirus Relief Fund (CRF) and that the Village is eligible to receive CRF funds; and,

WHEREAS, the Village is seeking to be reimbursed for COVID expenditures that were not budgeted for in the Fiscal Year 2020 and Fiscal Year 2021 for the period of March 1, 2020 through December 30, 2020; and,

WHEREAS, the Village of Maple Park applied for and has been awarded an allocation of funds from CARES Act/Coronavirus Relief Funds in an amount not to exceed \$40,611; and

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

Section 1. The Village President or a designee is hereby authorized to sign the attached Intergovernmental Recipient Agreement between the Village of Maple Park and Kane County, Illinois for Coronavirus Relief Funds through the CARES Act, and the Duplication of Benefits Certification.

•	ard of Trustees of the Village of Maple Park, Kane and a regular Board meeting held on, 2020.
AYES:	
NIANO	
ABSENT:	
ABSTAIN:	
ADOPTED by the Village Presi (SEAL)	dent on the day of, 2020.
(GETE)	Kathleen Curtis, Village President
ATTEST:	
Theresa D'Amato, Village Clerk	

INTERGOVERNMENTAL RECIPIENTAGREEMENT FOR CORONAVIRUS RELIEF FUNDS

Between COUNTY OF KANE, ILLINOIS and Village of Maple Park (Recipient)

THIS AGREEMENT entered this 13th day of October, 2020, by and between the County of Kane, Illinois, a body politic and corporate of the State of Illinois, (herein_called "Kane County"), and Village of Maple Park (herein called "Recipient") governs disbursement of Coronavirus Relief Funds by Kane County to Recipient. Kane County and Recipient shall sometimes be referred to herein individually as the "Party" and collectively as the "Parties."

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"); and

WHEREAS, the CARES Act established the Coronavirus Relief Fund ("CRF"), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

WHEREAS, Kane County qualified as an eligible local government and received CRF funding from the U.S Department of Treasury as it is a unit of local government with an excess of 500,000 residents; and

WHEREAS, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government provided that such transfer qualifies as a "necessary expenditure" to the Public Health Emergency and meets the criteria of Section 601 (d) of the Social Security Act as added by Section 5001 of the CARES Act; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings, and

WHEREAS, Kane County acknowledges that there are local municipalities and other entities within Kane County that did not directly receive a portion of CRF and Kane County, through the spirit of intergovernmental cooperation, desires to provide a portion of its CRF funding to aid such local municipalities and other entities in addressing the impacts of the COVID-19 Public Health Emergency; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, this agreement is intended to promote the most efficient distribution of resources which have been made available to the State of Illinois and the County of Kane to benefit the citizens of Kane County, and

WHEREAS, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID–19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, in order to reimburse Recipient for funds to pay necessary expenditures which it has incurred due to the COVID-19 public health emergency, the Parties have agreed that Kane County, in its sole and absolute discretion, may reimburse Recipient for eligible expenses as provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM & SURVIVAL OF TERMS

- A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the "Initial Term"). With regard to all dates and time periods set forth, or referred to, in this Agreement, time is of the essence, and Recipient acknowledges it shall comply with its obligations within the required timeframe.
- B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.
- C. Kane County, in its sole and absolute discretion, may terminate this Agreement at any time.
- D. Those terms relating to the parties' obligations to maintain records and provide records, the Recipient's indemnification of Kane County, representations and warrants of the Recipient as to Kane County population count, and all other representations and warrants of the Recipient shall survive the termination of this Agreement, including, but not limited to surviving the time period for conducting any audit(s) or any time periods for concluding other residual responsibilities of Kane County or the Recipient.

II. ACTIVITIES & ELIGIBLE EXPENSES

A. Activities

Recipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Kane County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

B. Eligible Expenses

Kane County, in its sole and absolute discretion, may reimburse and/or provide funding to Recipient for "Eligible Expenses" as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, "Eligible Expenses" shall not include lost revenue. Failure of Recipient to

comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

III. NOTICES

A. Legal Notices

Legal notices to Kane County as required by this Agreement shall be delivered in writing, and addressed to Kane County as set forth below. Legal notices to Recipient as required by this Agreement shall be in writing, and addressed to Recipient as set forth below. All such legal notices shall also be deemed duly given if personally delivered, or if deposited in the Unites States mail, registered or certified return receipt requested.

KANE COUNTY STATE'S ATTORNEY'S OFFICE

ATTN: CIVIL DIVISION

RE: CRF ALLOCATION LEGAL NOTICES

100 S. THIRD STREET, 4th FLOOR

GENEVA, IL 60134

VILLAGE OF MAPLE PARK

ATTN: VILLAGE PRESIDENT

P. O. Box 220

302 WILLOW STREET

MAPLE PARK, IL 60151

B. Communications and Notices, Other than Legal Notices

Other than legal notices, all other communications and notices may be sent between the parties via email or U.S. Mail, as addressed below:

Kane County Coronavirus Relief Fund Program Manager

Attn: Faviola Guzman

100 S. Third Street, 4th Floor

Geneva, IL 60134

crf@co.kane.il.us

Recipient Information for Notices, other than Legal Notices, and all other Communications:

Village of Maple Park

ATTN: Village President

P. O. Box 220

302 Willow Street

Maple Park, IL 60151

Villageclerk@villageofmaplepark.com

IV. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with CRF funds. The County, by and through departments or Third-Party Consultant hired by the State's Attorney's Office, shall process requests for reimbursement received subject to the requirements set forth herein.

A. Compliance with State and Local Requirements

Recipient acknowledges that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Recipient acknowledges that Eligible Expenses reimbursed by Kane County to Recipient are not considered to be grants but are "other financial assistance" under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Recipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Recipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Recipient shall comply with all applicable federal laws and regulations, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Recipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Recipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Recipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Hold Harmless

Recipient shall hold harmless, release, and defend Kane County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement. Recipient agrees to hold Kane County harmless for any evaluation and/or advice which Kane County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of CRF.

D. Indemnification

Recipient shall indemnify Kane County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Recipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Kane County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for Kane County. This indemnification shall include, but is not limited to, instances where Kane County relied upon the certification of the Recipient that such expenses which the Recipient sought to have reimbursed from CRF were eligible, and met all requirements for reimbursement, but where the Office of the Inspector General, or any other federal person, official, or agency which is charged with the auditing and review of expenditures of CRF determines that such expenses and/or reimbursement was not permitted under the CARES Act, the Recipient agrees to indemnify, reimburse, and make whole Kane County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other federal funds owed to Kane County, or otherwise. The Recipient further agrees to indemnify, reimburse, or make whole Kane County for any penalties associated with the federal government seeking to recoup the expended CRF which the County disbursed to the Recipient, including interest, attorney's fees, or any penalty provided by law. Recipient shall reimburse Kane County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Recipient is obligated to indemnify, defend and hold harmless Kane County under this Agreement. Recipient shall also reimburse Kane County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of reimbursements to Recipient by the federal government.

E. Misrepresentations & Noncompliance

Recipient hereby asserts, certifies and reaffirms that all representations and other information contained in Recipient's Kane County Unit of Government Application for Coronavirus Relief Funds (see Section V.J.(1)),, subsequent requests for reimbursement or any agreed-upon budget modifications are true, correct and complete, to the best of Recipient's knowledge. Recipient acknowledges that all such representations and information have been relied on by Kane County to provide the funding under this Agreement.

Recipient shall promptly notify Kane County, in writing, of the occurrence of any event or any material change in circumstances which would make any of Recipient representation(s) or information untrue or incorrect or otherwise impair Recipient's ability to fulfill Recipient's obligations under this Agreement.

F. Workers' Compensation

Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

G. Insurance

Recipient shall carry sufficient insurance coverage to protect any funds provided to Recipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Recipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Kane County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to the CARES Act or regulations promulgated by the Treasury or other federal agency, without need for further written amendment to this Agreement and the Recipient agrees to adhere to any amendments to the CARES Act or related federal regulations.

I. Suspension or Termination

Kane County may suspend or terminate this Agreement if Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

- 1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and federal awarding agency guidelines, policies or directives as may become applicable at any time;
- 2. Failure, for any reason, of Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- 3. Ineffective or improper use of funds provided under this Agreement; or
- 4. Submission by the Recipient to Kane County reports that are incorrect or incomplete in any material respect.

J. Program Fraud & False or Fraudulent Statements or Related Acts

Recipient must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Recipient pertaining to any matter resulting from a contract.

K. Debarment / Suspension and Voluntary Exclusion

- 1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- 2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- L. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- M. The County, by receiving and processing the reimbursement requests of Recipient, does not guarantee approval of the reimbursement requests by the Kane County Board or its authorized agents or committees, the United States Department of Treasury, or the Office of the Inspector General.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Recipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

B. Duplication of Benefits; Subrogation

Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Recipient receives duplicate benefits from another source, Recipient must refund the benefits provided by Kane County to Kane County.

Recipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment B. Recipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including,

without limitation, Recipient's obligation to promptly notify Kane County of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Kane County, or any duly authorized representative of Kane County, shall have the right of access to any records, documents, financial statements, papers, or other records of Recipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Recipient under this Agreement. The right of access also includes timely and reasonable access to Recipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

D. Record Retention

Recipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Recipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of ten (10) years from the date of submission of the final expenditure report.

In circumstances where the reimbursement request has been granted and records are needed to justify the reimbursement to the Office of the Inspector General or any other office, official, or department which may later become responsible for auditing disbursements of CARES Act funds, failure by the Recipient to provide records, for any reason, including but not limited to the prior destruction of records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that the Recipient shall be responsible for repayment of any disbursement which the Office of Inspector General, or its successor, finds improper, unsupported, or unable to be verified. Additionally, the Recipient agrees to indemnify, or make whole Kane County for any penalty assessed against the Kane County based upon the Recipient's failure to retain or provide records.

E. Internal Controls

Recipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Recipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

F. Personally Identifiable Information

Recipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Monitoring & Compliance

Kane County has the right to and shall evaluate the Recipient's risk of noncompliance and monitor the activities of Recipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Recipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by Kane County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Recipient by Kane County.

Kane County has the right to and shall verify that Recipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Kane County may take enforcement action against a noncompliant Recipient as described in 2 C.F.R. 200.338. Remedies for noncompliance of this part and in program regulations.

H. Close-Outs

Recipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Recipient's obligation to Kane County will not terminate until all close-out requirements are completed.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Recipient has control over funding provided under this Agreement.

I. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to Kane County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Recipient within 30 days after notice of such deficiencies by the Recipient. Failure of Recipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Recipient expends \$750,000 or more in total federal awards (all programs) in a single year, Recipient must have a Single Audit or Program-Specific Audit pursuant to 2 C.F.R 200.501(a). Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or Kane County may require return of all funds to Kane County by Recipient.

J. Payment & Reporting Procedures

1. Payment Procedures

Kane County will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with the allocations and disbursement policies established by Kane County. Payments will be made for eligible expenses included in Budget Forms approved by Kane County already incurred since March 1, 2020 that were not included in the most recent approved budget as of March 27, 2020 *and* eligible expenses that will be incurred through December 30, 2020. Recipients must first complete a Kane County Unit

of Government Application for Coronavirus Relief Funds. Once that Application is approved, the Recipient will submit requests for reimbursements of eligible expenses actually incurred by the Recipient. The County shall pay up the Recipient from funds received from the U.S. Department of Treasury and provided herein. Such funds shall be used for payment of expenses eligible under the CARES Act and specifically listed in the budgets attached hereto as Exhibit C.

Recipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Recipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Kane County.

- a. Requests for reimbursement must be submitted through the on-line application processes, at www.countyofkane.org/Pages/CRF.aspx.Incomplete applications may result in a delay in a decision regarding of reimbursement requests.
- b. Upon receipt of the Applications, Kane County will confirm receipt of application by email.
- c. The received application will be reviewed and Recipient will receive a Notification Letter by email indicating denial and/or approval of the request within approximately 10 days.
- d. Notification Letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Recipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Recipient Agreement.
- e. The Recipient must get approval of and retain documentation for any required modifications to the original Kane County Unit of Government Application for Coronavirus Relief Funds and attached budget to account for any eligible expenditures that were not reflected in the original budget.
- 2. Reporting Procedures. Recipient will be required to tender to Kane County records addressing how the funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Recipient.

VI. Personnel & Participation Conditions

1. Hatch Act

Recipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A Eligible Expenses
- Attachment B Duplication of Benefits Certification
- Attachment C Budget forms, to be appended upon approval by Kane County

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

Kane County's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Kane County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. CERTIFICATION

The Recipient hereby certifies that they have the authority and approval from its governing body to execute this Agreement and request reimbursement from Kane County from the allocation of the Coronavirus Relief Fund provided to Kane County for eligible expenditures. The Recipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Recipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the Recipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the Recipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Kane County.

Recipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Recipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the Recipient has received any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense.

XI. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

CFDA Number: 21.019

Title: Coronavirus Relief Fund Federal Awarding Agency: United States Treasury

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Recipient's name (must match the name associated with its unique entity identifier): Village of Maple Park
- Recipient's unique entity identifier (DUNS): 7570953
- Federal Award Identification Number (FAIN): SLT0201
- Federal Award Date: March 27, 2020
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Recipient: \$40,611.00
- Federal Award Program Description:

Kane County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to units of local government. Units of local government may apply for County awarded Coronavirus Relief Funds pursuant to the following procedures and consistent with eligibility guidance. Available funds will be distributed to units of local government consistent with their respective allocations and based on the type of expenditure, the volume of requests, and the balance of funds available.

- Name of Federal Awarding Agency: Department of Treasury
- Name of pass-through entity: County of Kane, Illinois
- Contact Information for pass-through entity:

Kane County Coronavirus Relief Fund Program Manager

Attn: Faviola Guzman

100 S. Third Street, 4th Floor

Geneva, IL 60134

crf@co.kane.il.us

• Award is for Research & Development (R&D): No

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under

this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Kane County's allocation of CRF funding to Recipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Kane County has no legal requirement to provide funding to any Recipient.

VI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of Recipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Recipient must be attached to the Agreement for review by Kane County. The following signatory on behalf of Kane County has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Its Duly Authorized Agent
itle: Village President
Its Duly Authorized Agent
itle:

ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by Kane County and are contingent on their allowance under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Kane County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below are taken directly from the guidance of the U.S. Department of Treasury, as of nonexclusive.

Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- 1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
- 2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- 3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures, which fit within the three CARES Act requirements outlined above, include, but are not limited to, payment for:

- 1. Medical expenses such as:
 - o COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - o Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.

2. Public health expenses such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19related threats to public health and safety.
- o Expenses for public safety measures undertaken in response to COVID-19.

o Expenses for quarantining individuals.

Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency. [NOTE: Kane County will only approve payroll expenses for public safety, public health, health care, human services, or similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency, if those expenses were wholly unbudgeted OR if budgeted, were payroll expenses that were diverted for a substantially different use, i.e., payroll for those employees' whose work was diverted for substantially different functions due to the COVID-19 public health emergency. For administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, if unbudgeted, if budgeted – see above. For administrative convenience, public health and public safety employees are presumed to have been substantially dedicated to mitigating or responding to the COVID-19 public health emergency, if unbudgeted, if budgeted – see above.]

- 3. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- 4. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Recipient's receipt of funds or the commitment of funds by Kane County, Recipient hereby assigns to Kane County all of Recipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Recipient under the Intergovernmental and Recipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Kane County, Illinois, and the Village of Maple Park on October 13, 2020. Any such funds received by the Recipient shall be referred to herein as "additional funds."

Additional funds received by the Recipient that are determined to be a Duplication of Benefits ("DOB") shall be referred to herein as "DOB Funds." Recipient agrees to immediately notify Kane County of the source and receipt of additional funds related to the COVID-19 pandemic. Kane County shall notify the Federal awarding agency of the additional funding reported by Recipient to Kane County. Recipient agrees to reimburse Kane County for any additional funding received by the Recipient if such additional funding is determined to be a DOB by Kane County, the Federal awarding agency or an auditing agency. Recipient further agrees to apply for additional funds that the Recipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Recipient and Kane County.

Recipient acknowledges that in the event that Recipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Recipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, Kane County shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Recipient:	VILLAGE OF MAPLE PARK	
Signed:		
Its	Duly Authorized Agent	
Printed Name	: Kathleen Curtis	Title: Village President
Date:		

ATTACHMENT C – Budget Worksheet Documents, *to be appended upon approval of Kane County

Coronavirus Relief Fund Project Budget Summary

Eligible costs incurred between March 1, 2020 through August 31, 2020

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- 3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Date Received

Recipient Information

Recipient:	Village of Maple Park	DUNS Number:	7670953
	302 Willow St., Box 220, Maple	Federal Employer ID:	36-2524762
Address:	Park, IL 60151	Contact Name:	Dawn Wucki-Rossbach
Phone #:	(815) 827-3309		

		Total Amount Requested by Expense Type
Summary of Expense Types		(amounts will autocalculate from each tab)
Payroll		\$43,512.42
Commodities		\$693.34
Contractual Services		\$5,367.61
Other		\$0.00
	Totals	\$49,573.37

Kar	ne County Use	Recipient Certification and Authorization
Additions:	\$	I hereby certify that I have reviewed the costs contained in this request for reimbursement and represent that, to the best of my knowledge all costs included are true and correct costs incurred by the service provider. I
Deletions:	\$	further certify that all costs included in this request are in accordance with the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), its
Less Deductions:	\$	applicable administrative requirements and the U.S. Treasury's Coronaviru Relief Fund (CRF) and are in compliance with the budget and terms of the
Approved For Payment:	\$	underlying the Recipient's Intergovernmental Agreement and any other contract(s) authorizing the actual costs.
Audited by:		
Approved by:	T	Signature of Authorized Recipient A Date

Signature of Authorized Recipient) AWM IN MADISTAN

Date Submitted to Kane County

9/10/2020

9/10/2020

Eligible costs incurred between March 1, 2020 through August 31, 2020

Instructions: In Column B below, describe each of the payroll expenses (Salaries and Benefits) in detail by including each salary and benefit on its own line. Please be sure to follow the example in gray font below. In Column C, provide a justification for this expense by specifically explaining how the cost was/is used to aid in relief during the COVID-19 Pandemic. In Column D, provide a total expense for each line item for which reimbursement is requested. The total of Column D will be shown once expenses are entered and will be linked to the Budget Summary tab. Please ensure all detail is recorded and calculations are accurate.

Note: Examples are provided in gray font in the cells below. Please delete the examples and enter your organization's actual expenses, justification and amount requested.

Payroll

Eligible Expense Type	Expense and Description	Justification for Eligibility Under the U.S. Department of Treasury Guidelines and Kane County CRF	Amount Requested
	The Police Chief serves as the Village's Emergency Management Agency (EMA) Director and serves as the EMA Advisor to the Village President regarding compliance activities in the Village. He is responsible for relaying the complaints received from the Kane County Health Department via the Sheriff's Office to the restaurant/bar owners and seeks their compliance. (960 Hours Worked = Base Salary (\$25,251.48) + Insurance Stipend (\$3,046.20) + EMA Stipend (\$396.89) + Social Security/Medicare (\$2,195.13) = \$30,889.70)	county State's Attorney's Office. He's also participated in the on-line training conducted by the Kane County Health Department and Kane County Emergency Management Department and by the DeKalb County Health Department. He has been the direct contact with the restaurant/bars owners on Main Street to talk with them about compliance with Governor's Declarations/IDPH Guidelines and Village Ordinances. He is also the final authority on how the Officers operate during the pandemic and has issued directives on Officer safety. If the Coronavirus would not have spread, the Chief would not be participating in these daily and weekly activities and would be spending time on	\$16.049.6°
		other Village goals and objectives.	\$16,049.6
	The Police Sergeant serves as the Administrative Officer for the Police Department. When working, the Sergeant is responsible for Officer scheduling and supervises their activities and payroll processing. She responds to calls when the Chief is unavailable during the daytime hours. (518 Hours Worked = Gross Pay (\$11,946.00) + Social Security/Medicare (\$913.87) = \$12,859.87)	checks (see attached logs sheets), daily sanitization of the Police Department (equipment, office machines, handrails, door knobs and	\$6,681.7;

The Police Officers are the Village's front line of defense in responding to resident and business owner's calls for service and in responding to the Coronavirus pandemic. (1,836.50 Hours Worked = Gross Pay (\$37,153.81) + Social Security/Medicare (\$2,842.27) = \$39,996.08)	Officers face exposure to the Coronavirus when they respond to calls and when they are enforcing	\$20,781.10
	Total	\$43,512,42

Eligible costs incurred between March 1, 2020 through August 31, 2020

Instructions: In Column B, provide a detailed description for each commodity purchased on separate lines or break down each expense withing the description. The description should include the item purchased, cost per unit (if applicable) and any necessary detail. In Column C, provide a justification for this expense by specifically explaining how the cost was/is used to aid in relief during the COVID-19 Pandemic. In Column D, provide a total expense for each line item for which reimbursement is requested. The total of Column D will be shown once expenses are entered and will be linked to the Budget Summary tab. Please ensure all detail is recorded and calculations are accurate.

Note: Examples are provided in gray font in the cells below. Please delete the examples and enter your organization's actual expenses, justification and amount requested.

Commodities

Eligible Expense Type	Expense and Description	Justification for Eligibility Under the U.S. Department of Treasury Guidelines and Kane County CRF	Amount Requested
	2 cases of 10 Masks with release valves at \$32.75 each = 2 x \$32.75 = \$65.50 plus \$13.20 shipping & handling = \$78.70 - Invoice #0437005-IN from Sirchie - As a result of the COVID-19 public health	Necessary to safeguard officers from viruses, per IDPH guidelines. These items were not included in the Fiscal Year 2019-	
	emergency, this item was purchased without competitive bid, due to availability.	2020 Budget or in the recently approved Fiscal Year Budget 2020 – 2021.	\$40.8
	6 boxes of Gloves at \$36.99 = 6 x \$36.99 = \$221.94 plus \$23.02 shipping & handling = \$244.96 - Invoice	Necessary to safeguard officers from	7,000
	#IVC0095646 from Coast to Coast - As a result of the COVID-19 public health emergency, this item was	viruses, per IDPH guidelines. These items were not included in the Fiscal Year 2019-	
	purchased without competitive bid, due to availability.	2020 Budget or in the recently approved Fiscal Year Budget 2020 – 2021,	£127.2
	1 package of 24 safety glasses at \$24.99 - Amazon order #113-9587168-0457862 reimbursed to E. Dean	Necessary to safeguard officers from	\$127.2
	Stiegemeier with Check #22090 - As a result of the COVID-19 public health emergency, this item was	viruses. These items were not included in the Fiscal Year 2019-2020 Budget and in the	
	purchased without competitive bid, due to availability.	recently approved Fiscal Year Budget 2020 – 2021.	\$12.9
	1 package of Clorox Bleach at \$5.29 - Walgreens purchase dated 03/24/20 reimbursed to Kevin	Necessary to safeguard officers from	, , , , , , , , , , , , , , , , , , ,
	Brown with Check #22142 - As a result of the COVID- 10 public health emergency, this item was	viruses, per IDPH guidelines. This item was not included in the Fiscal Year 2019-2020	
	purchased without competitive bid, due to availability	Budget or in the recently approved Fiscal Year Budget 2020 – 2021.	\$2.7
	24 washable face masks at \$9.99 / each = 24 x \$9.99 = \$239.76 - Invoice #24951 from Fully Promoted - As	Necessary to safeguard officers from viruses. These items were not included in	
	a result of the COVID-19 public health emergency, this item was purchased without competitive bid,	the Fiscal Year 2019-2020 Budget or in the recently approved Fiscal Year Budget 2020 –	
	due to availability.	2021. Used to health screen employees and	\$124.5
	1 forehead thermometer - No touch digital infrared thermometer with light indicator for fever for	attendees for Village Board Meetings, Committee Meetings (Infrastructure,	
	\$49.99 - Amazon order #113-4129820-9843426 - paid with American Bank & Trust Visa - As a result of the	Personnel and Finance) Meetings and Plan Commission Meetings. This item was not	
	COVID-19 public health emergency, this item was purchased without competitive bid, due to	included in the Fiscal Year 2019-2020 Budget or in the recently approved Fiscal Year	
	availability. 1 Pressure Washer (and accessories) for a total of	Budget 2020 – 2021. Used to clean and santize Village properties,	\$25.9
	\$395.74 from Blain's Farm & Fleet - paid with American Bank & Trust Visa - As a result of the	including parks prior to opening to the public. This item was not included in the	
	COVID-19 public health emergency, this item was purchased without competitive bid, due to	Fiscal Year 2019-2020 Budget or in the recently approved Fiscal Year Budget 2020 –	
	availability.	2021.	\$205.6

of ti this urg 1 fo the 045 Visa eme	the COVID-19 public health emergency COVID, is item was purchased without competitive bid, gent need and availability. The prehead thermometer - Non-contact for \$195.00 - Amazon order #111-i4164-8321862 - paid with American Bank & Trust are a - As a result of the COVID-19 public health for ergency, this item was purchased without inpetitive bid, due to availability.	the Fiscal Year 2019-2020 Budget or in the recently approved Fiscal Year Budget 2020 – 2021. Used to health screen employees and attendees for Village Board Meetings, Committee Meetings (Infrastructure, Personnel and Finance) Meetings and Plan Commission Meetings. This item was not included in the Fiscal Year 2019-2020 Budget or in the recently approved Fiscal Year Budget 2020 – 2021.	\$51.95 \$101.32 \$693.34
	rail Camera for a total of \$99.99 - Reimbursed to icer Vince Logan with Check #22221 - As a result	19 "hate-crime" committed against a COVID- 19 positive family. Contact Chief Stiegemeier at (815) 827-3286 to obtain verbal description of crime and investigation. This item was not included in	

Eligible costs incurred between March 1, 2020 through August 31, 2020

Instructions: In Column B, provide a detailed description for each service on separate lines. The description should include the service contracted, cost per unit (if applicable) and any necessary detail. In Column C, provide a justification for the contracted service by explaining how the service was/is used to aid in relief during the COVID-19 Pandemic. In Column D, provide a total expense for each line item for which reimbursement is requested. The total of Column D will be shown once expenses are entered and will be linked to the Budget Summary tab. Please ensure all detail is recorded and calculations are accurate.

Note: Examples are provided in gray font in the cells below. Please delete the examples and enter your organization's actual expenses, justification and amount requested.

Contractual Services

Eligible Expense Type	Expense and Description	Justification for Eligibility Under the U.S. Department of Treasury Guidelines and Kane County CRF	Amount Requested
	Service for Zoom Video Communications - Used to host remote Village Board Meetings, Committee Meetings (Infrastructure, Personnel and Finance), and Plan Commission Meetings	Required to host remote meetings to continue Village business to protect the health of the Village Board, Plan Commission, Employees, and Residents	\$77.88
	Legal Fees paid to the Village Attorney for legal opinions regarding Coronavirus legislation that	The Village sought and received legal opinions regarding the legislation regarding the changes in Illinois State Statute regarding the Open Meeting Act, Freedom of Information Act, liquor licenses (curbside pickup/delivery, street closures to allow for expansion to the outdoors in order to maximize space for the businesses on Main Street), water/sewer bill late fee waivers, video gaming and bar/restaurant reopening; review of Employees' Rights, public hearing notice requirements and review of public notices for public hearings during the shelter in place order; shelter in place requirements and contract review of the Village's solid waste contract. We would not	
	affected the Village of Maple Park. (\$175 Hour X 12.50 Hours = \$2,187.50)	have needed these types of legal review if not for the coronavirus.	\$1,136.58

	agreement; however, the pandemic altered the type of work the position completed during the contracted hours of work. The position became responsible for the Village oversight regarding the posting of public information on the Village's website and social media pages, contact with business owners regarding programs available to them for financial relieve such as PPP. This meant that the work the position had been contracted for has been delayed and/or not yet completed, see attached backup documentation regarding Duties and Tasks, GOVTEMPS Employee Leasing Agreements and invoices and ICS 214 forms of tasks performed.	\$4,153.1
	Total	\$5,367.61

	Coronavirus Relief Fund Project Budget and Narrative
	Eligible costs incurred between March 1, 2020 through August 31, 2020
Instructions: In Column B, pr	ovide a detailed description for each purchase on separate lines that did not specifically fall under payroll, commodities or
contractual services. The des	cription should include the purchase, cost per unit (if applicable) and any necessary detail. In Column C, provide a
justification for the expense	by specifically explaining how the cost was/is used to aid in relief during the COVID-19 Pandemic. In Column D, provide a
total expense for each line it	em for which reimbursement is requested. The total of Column D will be shown once expenses are entered and will be
linked to the Budget Summa	y tab. Please ensure all detail is recorded and calculations are accurate.

Other

Eligible Expense Type	Expense and Description	Justification for Eligibility Under the U.S. Department of Treasury Guidelines and Kane County CRF	Amount Requested
	Not Applicable	Not Applicable	\$0.0
Other	постирисаме	Not Applicable	\$0.
		Total	\$0.00

Coronavirus Relief Fund Project Budget Summary

Eligible costs to be incurred between September 1, 2020 through December 30, 2020

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- 3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Recipient Information

Recipient:	Village of Maple Park	DUNS Number:	7670953
	302 Willow St., Box 220, Maple	Federal Employer ID:	36-2524762
Address:	Park, IL 60151	Contact Name:	Dawn Wucki-Rossbach
Phone #:	(815) 827-3309		

Summary of Expense Types		Total Amount Requested by Expense Type
		(amounts will autocalculate from each tab)
Payroll		\$35,490.94
Commodities		\$0.00
Contractual Services		
Other		\$0.00
	Totals	\$35,490.94

Kane County Use		Recipient Certification and Authoriz	Recipient Certification and Authorization	
Additions: Deletions:	\$	I hereby certify that I have reviewed the costs containe reimbursement and represent that, to the best of my k included are true and correct costs proposed to be incl provider. I further certify that all costs included in this	d in this request for nowledge all costs urred by the service request are in	
Less Deductions: Approved For Payment:	\$	accordance with the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), its applicable administrative requirements and the U.S. Treasury's Coronavirus Relief Fund (CRF) and are in compliance with the budget and terms of the underlying the Recipient's Intergovernmental Agreement and any other contract(s) authorizing the actual costs.		
Audited by: Approved by:		Signature of Authorized Recipient	Date	
Date Received		Date Submitted to Kane County	9/10/2020	

Eligible costs to be incurred between September 1, 2020 through December 30, 2020

Instructions: In Column B below, describe each of the payroll expenses (Salaries and Benefits) in detail by including each salary and benefit on its own line. Please be sure to follow the example in gray font below. In Column C, provide a justification for this expense by specifically explaining how the cost was/is used to aid in relief during the COVID-19 Pandemic. In Column D, provide a total expense for each line item for which reimbursement is requested. The total of Column D will be shown once expenses are entered and will be linked to the Budget Summary tab. Please ensure all detail is recorded and calculations are accurate.

Note: Examples are provided in gray font in the cells below. Please delete the examples and enter your organization's actual expenses, justification and amount requested.

Payroll

Eligible Expense Type	Expense and Description	Justification for Eligibility Under the U.S. Department of Treasury Guidelines and Kane County CRF	Amount Requested
	The Police Chief serves as the Village's Emergency Management Agency (EMA) Director and serves as the EMA Advisor to the Village President regarding compliance activities in the Village. He is responsible for relaying the complaints received from the Kane County Health Department via the Sheriff's Office to the restaurant/bar owners and seeks their compliance. (704.00 Hours Estimated = Base Salary (\$18,671.84) + Insurance Stipend (\$2,233.88) + EMA Stipend (\$406.12) + Social Security/Medicare (\$1,630.36) = \$22,942.20)	are doing to prevent the spread of the Coronavirus and tips on enforcement while doing so. He has also been on weekly phone calls with the Kane County Sheriff's Office and the Kane County State's Attorney's Office. He's also participated in the online training conducted by the Kane County Health Department and Kane County Emergency Management Department and by the DeKalb County Health Department and the beauty the light transfer to the beauty the light transfer to the search of the County Health Department.	\$11,920.27
Payroll	the Sergeant is responsible for Officer scheduling and supervises their activities and payroll processing. She responds to calls when the Chief is unavailable, during the daytime hours. (436.50	checks (see attached logs sheets), daily sanitization of the Police Department (equipment,	
			\$5,600.7

Police Officers, in protecting Maple Park residents and businesses and fellow Officers, on a daily basis, must complete daily temperature and wellness checks and must sanitize their patrol wellness checks and must sanitize their patrol vehicles. They have also sanitized areas of the Police Department after it has been used. Officers face exposure to the Coronavirus when they respond to calls and when they are enforcing social distancing and mask compliance. This include Village parks, while outdoor sports activities such as baseball are played. The Officers also complete foot patrols to ensure compliance with outdoor dining restrictions that the bars and restaurants in Maple Park. None of these activities would be undertaken if not for the Coronavirus.	\$17,969.90
Total	\$35,490.94

Coronavirus	Relief Fund	Project Rudo	et and Narrative
COLOUIGALIAS	IZCUCI I WIIG	I I VIECE DUGE	ct and Namative

Eligible costs to be incurred between September 1, 2020 through December 30, 2020

Instructions: In Column B, provide a detailed description for each commodity planned to be purchased on separate lines or break down each expense withing the description. The description should include the item to be purchased, cost per unit (if applicable) and any necessary detail. In Column C, provide a justification for this expense by specifically explaining how the cost will be used to aid in relief during the COVID-19 Pandemic. In Column D, provide a total expense for each line item for which reimbursement is requested. The total of Column D will be shown once expenses are entered and will be linked to the Budget Summary tab. Please ensure all detail is recorded and calculations are accurate.

Note: Examples are provided in gray font in the cells below. Please delete the examples and enter your organization's actual expenses, justification and amount requested.

Commodities

Eligible Expense Type	Expense and Description	Justification for Eligibility Under the U.S. Department of Treasury Guidelines and Kane County CRF	Amount Requested
	Not Applicable	Not Applicable	\$0.0
		Total	\$0.00

Coronavirus Reli	ef Fund Pro	iect Budget	and Narrative
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Eligible costs to be incurred between September 1, 2020 through December 30, 2020

Instructions: In Column B, provide a detailed description for each service on separate lines. The description should include the service to be contracted, cost per unit (if applicable) and any necessary detail. In Column C, provide a justification for the contracted service by explaining how the service will be used to aid in relief during the COVID-19 Pandemic. In Column D, provide a total expense for each line item for which reimbursement is requested. The total of Column D will be shown once expenses are entered and will be linked to the Budget Summary tab. Please ensure all detail is recorded and calculations are accurate.

Note: Examples are provided in gray font in the cells below. Please delete the examples and enter your organization's actual expenses, justification and amount requested.

Contractual Services

Eligible Expense Type	Expense and Description	Justification for Eligibility Under the U.S. Department of Treasury Guidelines and Kane County CRF	Amount Requested
	Not Applicable	Not Applicable	\$0.0
	——————————————————————————————————————		
		Total	\$0.00

	Coronavirus Relief Fund I	Project Budget and Narrative	
Eli	gible costs to be incurred between Se	ptember 1, 2020 through December 30, 2020	
commodities or contractual servi Column C, provide a justification Pandemic. In Column D, provide :	ces. The description should include the p for the proposed expense by specifically a total expense for each line item for whi	d purchase on separate lines that did not specifically fal planned purchase, cost per unit (if applicable) and any r r explaining how the cost will be used to aid in relief dur ich reimbursement is requested. The total of Column D ise ensure all detail is recorded and calculations are acc	necessary detail. In ing the COVID-19 will be shown once
	0	Other	
Eligible Expense Type	Expense and Description	Justification for Eligibility Under the U.S. Department of Treasury Guidelines and Kane County CRF	Amount Requested
Other	Not Applicable	Not Applicable	\$0.00

\$0.00

Total



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

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach

DATE: October 23, 2020

SUBJECT: RESOLUTION 2020-26 AUTHORIZING THE VILLAGE PRESIDENT OR DESIGNEE

TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN, INC. FOR PREPARATION OF A RISK AND RESILIENCE ASSESSMENT AND

EMERGENCY RESPONSE PLAN

BACKGROUND

The Village of Maple Park released a Request for Proposals (RFP) for the Preparation of a Risk and Resilience Assessment and Emergency Response Plan on August 14, 2020. Engineering firms were required to submit questions regarding the RFP in writing via e-mail by 2:00 p.m. on Monday, August 24, 2020. The Village properly noticed the RFP in The Daily Chronical on Friday, August 14, 2020. The RFP was also posted on the Village's website.

The Village received a total of six (6) RFP responses. The following engineering firms submitted their proposals: AARC Consultants LLC; Christopher Burke Engineering, Ltd., Fehr Graham, HR Green, Trotter and Associates, Inc., and Civiltech Engineering. however, two (2) of the five (5) were received after the RFP filing deadline of 12:00 Noon on Friday, September 4, 2020. The two (2) firms whose RFPs were received after the submission deadline are: AARC Consultants and Christopher Burke. Both firms were notified via a telephone call regarding the date and time of the deliveries and the rejection of their submissions. One (1) company, Civiltech, prior to the RFP submittal deadline date, informed the Village that they would not be submitting an RFP on this project.

RFP responses, as stated in the document, were reviewed by the Village's Evaluation Committee based on RFP identified criteria. The Committee reviewed the RFPs, discussed the scores given. Listed below are the scores for the three (3) engineering firms that submitted their RFPs.

Engineering Firm	Evaluation Score	Pricing
HR Green, Inc.	378	\$15,583.50
Trotter & Associates	356	\$24,699.00*
Fehr Graham	343	\$29,250.00

^{*}Originally submitted at \$23,967.00; however, there was a math error in the number of hours and the pricing was adjusted to reflect the increase in hours.

The Committee determined that based on their review of the documentation and the scores given, that there was no need to bring the firms in for an interview. The Committee felt that HR Green presented a straight forward Work Plan and that HR Green, Inc. should be recommended as the best firm to prepare the Village's first Risk

and Resilience Assessment and Emergency Response Plan (RRA/ERP) for Village's water system, and that the Village Administrator should proceed with reference checks for HR Green, Inc. The Village contacted the three (3) references provided. All three (3) references would consider HR Green reliable and would hire them for other projects.

The estimate to complete the RRA/ERP was \$20,000. The Village has been awarded a \$17,500 Kane County Grand Victoria Riverboat Fund Grant and the Village would utilize \$2,500 from the Water Improvement Fund to pay for the difference in the cost of the RRA/ERP and the estimate. The expenditure for this project will be paid for out of 54-00-5600 Maintenance & Repair. This project came in \$4,416.70 below the \$20,000 the Village had included in the FY2021 Budget. It should be noted that the grant, per terms of the grant agreement, will pay 88% of the project cost. This would mean that the Grant would pay \$13,713.30 of the \$15,583.30 and the Village would pay \$1,870, which is \$630 less than \$2,500 the Village would have expended out of the Water Improvement Fund.

At the October 20, 2020 Committee of the Whole Meeting, the Village Board to directed staff to move the award of the Agreement to conduct a Risk and Resilience Assessment and Emergency Response Plan to HR Green, Inc. to the November 3, 2020 Village Board Meeting.

RECOMMENDATION

That the Village Board approve Resolution 2020-26 Authorizing the Village President or Designee to enter into a Professional Services Agreement with HR Green Inc., to prepare a Risk and Resilience Assessment and Emergency Response Plan in an amount not to exceed \$15,583.50.

Attachments

RFP for Risk and Resilience Assessment and Emergency Response Plan Resolution 2020-26 Authorizing the Village President to enter into a Professional Services Agreement Professional Services Agreement between the Village of Maple Park and HR Green, Inc.



Village of Maple Park

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

Village Hall: 815-827-3309 815-827-4040 Fax:

Website: http://www.villageofmaplepark.com

REQUEST FOR PROPOSAL

TO: **Engineering Firms**

Village Administrator Dawn Wucki-Rossbach FROM:

DATE: August 14, 2020

REQUEST FOR PROPOSAL - PREPARATION OF A RISK AND RESILIENCE ASSESSMENT **SUBJECT:**

AND EMERGENCY RESPONSE PLAN (RRA/ERP)

The Village of Maple Park (Village) is seeking a Request for Proposal (RFP) from interested and qualified engineering firms for professional engineering services to assist the Village with preparation of a Risk and Resilience Assessment and Emergency Response Plan (RRA/ERP) to comply with Section 2013 of Senate Bill 3021 (S.3021), America's Water Infrastructure Act (AWIA) of 2018. Enclosed for your consideration is a Request for Proposal (RFP) and a sample professional services agreement.

To be considered for this project, your firm must meet the qualifications and satisfy the requirements set forth in the RFQ. If you are interested in being considered, please:

- 1. Submit your RFP by 12:00 Noon, Friday, September 4, 2020 to the person listed below.
- 2. The submission date for questions, clarifications, or requests for general information is before 2:00 p.m., Monday, August 24, 2020. Any requests received after this date will be returned and not addressed. Note that all questions, clarifications, or request for general information are to be in writing via e-mail or other mail carrier to the Village's Project Manager.
- 3. Obtain the RFP packet from the Village of Maple Park web site: www.villageofmaplepark.org or by calling the Village of Maple Park, 302 Willow Street, Maple Park, IL 60151 at (815) 827-3309.
- 4. Submit entire proposal in a sealed envelope with all original pages intact. Proposal envelopes must be plainly marked and submitted as follows:

"RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN"

The Village of Maple Park Staff will rate the RFPs using the evaluation criteria developed for this project. Said evaluation criteria is included in this RFP. Village Staff may interview one or more firms to further evaluate qualifications. Village Staff will present their recommendations to the Infrastructure Committee and then to the Village Board who will award the Professional Services Agreement for this project.

Any questions and correspondence should be directed to:

Dawn Wucki-Rossbach, Village Administrator Village of Maple Park 302 Willow Street Maple Park, IL 60151 (815) 827-3309

DWRossbach@villageofmaplepark.com

Contact regarding this project with any Village of Maple Park personnel or officials other than Mrs. Wucki-Rossbach or her designated representative after the issue date of this RFP will be grounds for removal of the firm from consideration.

REQUEST FOR PROPOSAL Village of Maple Park Preparation of a Risk Resilience Assessment and Emergency Response Plan (RRA/ERP)

I. INTRODUCTION

A. General

The Village of Maple Park is requesting RFPs from qualified engineering firms to assist the Village in preparing the following plans:

Risk and Resilience Assessment and Emergency Response Plan (RRA/ERP)

There is no expressed or implied obligation for the Village of Maple Park to reimburse responding firms for any expenses incurred in the preparation of an RFP in response to this request. In no event will the Village or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of any RFP, or any other related costs. The prospective firms shall be fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. The RFP submittals will become the property of the Village upon submission and all proposals shall be subject to the Freedom of Information (FOIA) unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act in accordance with the law.

The Village reserves the right to increase or decrease the scope of work related to this project as outlined in the RFQ after a firm is selected to accommodate changes in the needs of the Village and serve the best interest of the Village. The Village further reserves the right to terminate this process and to cancel or modify this solicitation at any time.

Any proposals may be withdrawn at any time prior to the scheduled closing Central Standard Time for receipt of proposals. Any proposals received after the Central Standard Time and date specified will not be submitted.

All entries must be typewritten or clearly completed in ink. Proposal prices shall encompass everything necessary for furnishing the item(s) specified, and in accordance with those specifications shall include proper packing costs and the cost of delivery.

By submitting his/her proposal, the Prospective Proposer agrees to execute the agreement and to provide the specified services within the agreed upon time.

All proposals must be complete, factual, and signed by an authorized Officer of the Prospective Proposer's organization.

Any material alterations to the proposal must be explained or noted over the signature of the Prospective Proposer.

B. Submittal Requirements

To be considered, **5 (five) hardcopies and 1 (one) electronic copy on CD** of the RFP must be received, as outlined in Section III in this RFP, by **September 4, 2020.** The Village of Maple Park reserves the right to reject any or all RFP's submitted.

C. Pricing

Prospective Proposers shall indicate all costs associated with all items necessary for completion of the project. Project cost shall be listed on the Cost Proposal Form. **Provide one (1) copy in a sealed envelope**.

D. <u>Insurance</u>

Proposer's will be required to meet the insurance requirements and indemnification clause as identified in the Sample Professional Services Agreement.

E. <u>Evaluation and Selection</u>

RFP's submitted will be evaluated by a committee consisting of Village of Maple Park Staff and its Village Engineer/Chief Water Operator. During the evaluation process, the Village of Maple Park reserves the right, where it may serve the Village of Maple Park's best interest, to request additional information or clarifications from responders, or to allow corrections or errors or omissions.

Review of Proposals:

- 1. The Staff will review the RFPs at its earliest convenience after the submittal deadline date.
- 2. The RFPs will be reviewed and rated relative to the evaluation criteria established for this project. Said evaluation criteria are attached to this RFP.
- 3. If necessary, the Staff will invite one or more responsive Proposers to make a presentation before Staff. Presentations would be scheduled the week of September 13, 2020.
- 4. After completing the evaluation process, Staff will recommend the Proposer deemed the most qualified to the Infrastructure Committee.
- 5. The Infrastructure Committee will review and make a recommendation to the Village Board.
- 6. The Village Board will consider the Staff and Infrastructure Committee's recommendation at its earliest convenience.
- 7. Following consultant selection, de-briefing meetings with Village Staff will be available only if time permits and will be by appointment with the Village's Project Manager.
- 7. The Village reserves the right to reject any or all Request for Proposal. The highest ranked Respondent(s) may be invited to enter into an Agreement with the Village. A sample Professional Services Agreement can be found at the back of this packet. If an agreement cannot be reached with the highest ranked Respondent, the Village shall notify the Respondent and terminate negotiations. The second highest respondent may be contacted for negotiations. The process may continue until successful negotiations are achieved. The Village reserves the right to terminate negotiations with any and all Respondents should it be in the Village's best interest.

II. NATURE OF SERVICES REQUIRED

A. General

The Village of Maple Park is soliciting the services of qualified consulting engineering firms to accomplish the project outlined in this RFP. This project is to be performed in accordance with the provisions contained in this RFP.

B. Background

The Village of Maple Park, Illinois is an incorporated municipality with a population of approximately 1,310 residents. The Village is located 50 miles from the Village of Chicago, 13 miles for the Village of DeKalb and eight (8) miles from the Village of Elburn, Illinois.

The Village of Maple Park (Village) is requesting a Request for Proposal (RFP) from interested and qualified engineering firms for professional engineering services to assist the Village with preparation of the Risk and Resilience Assessment and Emergency Response Plan (RRA/ERP) to comply with Section 2013 of S.3021, America's Water Infrastructure Act (AWIA). These services will include, but not limited to updating and/or developing a Risk and Resilience Plan and Emergency Response Plan to comply with S.3021.

Although, the Village Maple Park's population is approximately 1,310, it is technically not required by the AWIA to complete an RRA/ERP; however, the Village feels having the assessment and plan completed is in the best interest of the Village. The Village will comply with the certification deadlines established for communities that serve a population between 3,301 – 49,999. AWIA's deadline for the Village to complete the Risk and Resilience Assessment is June 30, 2021. The deadline for the Emergency Response Plan is December 31, 2021. The Village will require the selected firm to meet all required deadlines proposed by the Village and AWIA and purchase published presentations and documents from AWWA that will be of assistance with this project.

C. Scope of Work to be Performed

The selected firm will ensure that the Village of Maple Park implements any and all assessments, plans, and/or certification required by S.3021. The plans should be considered with a review of existing Village documents and other items outlined below.

The Village of Maple Park's Engineer Consultant scope of work will generally be expected to provide the following services on the project:

- 1. Conduct an assessment of existing Village documents, policies, and procedures to evaluate current compliance with AWIA.
- Risk and Resilience Assessment: Conduct a Risk and Resilience Assessment and complete the assessment no later than 90 days from the date the Professional Services Agreement is fully executed to assess the utility's risks to and resilience of its system; develop and present a report of the findings and recommendations, including a plan for implementation; and submit the Certificate to the U.S. Environmental Protection Agency (EPA.) The assessment should consider and include:
 - Current risks to the water system malevolent acts and natural hazards (e.g. all hazards);
 - Resilience of water system/facility infrastructure (including pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer or other automated systems (including the security of such systems) utilized by the system;
 - Monitoring practices of the system;
 - Use, storage, handling of various chemicals by the system;
 - Financial infrastructure of the system (e.g. billing systems);
 - Operation and maintenance of the system;
 - Electronic, computer or other automated systems;

- Unintentional human caused risks, such as hazardous chemical spills, incorrect system operation, critical component failure, etc.;
- Dependency hazard to include utility interruptions (including power outages, communications outages), supply chain, employee/consultant staffing issues (illness, strike), customers, transportation, proximity, etc.
- 3. <u>Emergency Response Plan</u>: Prepare and/or update the Village's Emergency Response Plan complete with the findings from the risk and resilience assessment and an implementation plan. Submit the Certification for the ERP **no later than 30 days from the date the ERP is approved by the Village Board**. The ERP should also consider and include:
 - Strategies and resources to improve resilience
 - Plans and procedures that can be implemented and identification of equipment that can be used in case of a malevolent attack or natural hazard
 - Actions, procedures and equipment that lessen the impact on public health and safety and water supply that can be used in case of a malevolent attack or natural hazard
 - Strategies that aid in detection of a malevolent act or natural hazards that threatens water system security
 - Provide training and implementation tools on the Emergency Response Plan
- 4. A timeline (calendar days) indicating the important milestones of the project beginning with the Village Board approval of the contract. Please include time for contract execution and acquisition of insurance certificates.
- 5. Additional Work The Proposer is encouraged in its proposal to identify any additional work that is not specified in this Scope of Work that be, in its opinion necessary to complete the Project has defined herein. If identified, this Additional Work mut be included and separated out in the Cost Proposal Form.
- 6. Should the Proposer take exception to <u>ANY</u> of the terms and conditions or other content provided in this RFP, they should be identified on a separate page identified as EXCEPTIONS.

III. SUBMISSION OF INFORMATION REQUIRED

Interested and qualified firms or teams are invited to submit one (1) original, five (5) hard copies and one (1) electronic copy of materials on CD that demonstrate their experience in performing a project of this scale and complexity. The RFP shall be submitted by a lead firm but may contain services from subconsultants. A Submission Certification should accompany Proposer's documentation.

- 1. Professional Qualifications 25 Points
 - A. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation, please use the Proposer Identification Form.
 - B. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.

- C. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
- 2. Past Involvement with Similar Projects 35 Points
 - A. The written proposal must include a list of three (3) public agencies of similar size references for which comparable work has been performed. The organizations should demonstrate experience in the project area and indicate proven ability to implement projects. Please use the References Form.
- 3. Proposed Work Plan and Fees 40 Points
 - A. Provide a detailed description of how the Proposer intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the Village of Maple Park, communication and coordination, the working relationship between the consultant and Village Staff, and the company's general philosophy regarding providing the requested services. Detail your initial project execution plan and major milestones to accomplish the scope of services herein.
 - B. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time. Please use the Cost Proposal Form.

Submittals shall EITHER be mailed to:

Ms. Dawn Wucki-Rossbach, Village Administrator
Village of Maple Park
302 Willow Street
Maple Park, IL 60151

OR submittals shall be delivered to:

Ms. Dawn Wucki-Rossbach, Village Administrator
Village of Maple Park
302 Willow Street
Maple Park, IL 60151

All submittals must be received no later than 12:00 Noon on Friday. September 4, 2020.

IV. ADDITIONAL MATERIALS

Any information or material provided beyond that requested in this RFP may not be considered by the Village.

Support for this project has been provided by the Kane County Board, through its Office of Community Reinvestment, with funds from the Grand Victoria Riverboat Casino.

VILLAGE OF MAPLE PARK

RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP)

SUBMISSION FORMS

VILLAGE OF MAPLE PARK

RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP)

SUBMISSION CERTIFICATION

I hereby submit to the Village of Maple Park the following cost proposal for work outlined in plans and specifications entitled "RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP)". All of the following documents (check below) are completed, fully executed, and included in my proposal as required in the RFP documents:

Submission Certification	
Proposer Identification	
Cost Proposal Form	
Project References	
My signature on this Submittal Certification is a completed and executed and are hereby submitted failure to complete and/or submit any of the requirecost proposal.	d with the proposal as required. I understand that
Authorized Signature	Printed Name and Title
Date Signed	Telephone Number

VILLAGE OF MAPLE PARK RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP)

PROPOSER IDENTIFICATION

1.	Legal name of Proposer:			
2.	Street Address:			
2	Mailing Address			
3.	Mailing Address:			
4.	Business Telephone:			
5.	Facsimile Telephone:			
0.	radolitile releptorie.			
6.	Email Address:			
7.	Type of Puginess:			
1.	Type of Business:			
	☐ Sole Proprietor ☐ Partnership ☐ Corporation Other:			
	If corporation, indicate State where incorporated:			
8.	Business License number issued by the municipality where the Proposer's principal place of business is located, if applicable			
	Number:Issuing Municipality:			
9.	Contractors License number and expiration date, if applicable.			
	Number:Expiration date:			
10.	Federal Tax Identification Number:			
11	Proposer's Project Manager			

VILLAGE OF MAPLE PARK

RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP) COST PROPOSAL FORM

[Staff]	\$	per hour \$	x	hours \$	
[Staff]	\$	per hour \$	x	hours \$	
[Staff]	\$	per hour \$	x	hours \$	
[Staff]	\$	per hour \$	x	hours \$	
TOTAL FOR TASK				\$	
ADDITIONAL CHARG	GES (SPEC	IFY)			
(Feel free to add add	ditional she	•		diem, printing, shippin	g, etc.
Address:					_
Email Address:					_
Phone:		Fax			
SIGNATURE:					

VILLAGE OF MAPLE PARK RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP) REFERENCES

Village requests a minimum of three (3) references where work of a similar size and scope has been completed, for <u>public agencies</u>. Submit the appropriate number of subconsultant references on a separate REFERENCES sheet.

1. Public Agency Name:	
Brief Description of Project:	
Completion Date:	
Contact Person:	
Telephone:	Fax:
Email Address:	
2. Public Agency Name:	
Brief Description of Project:	
Completion Date:	
Contact Person:	
Telephone:	
Email Address:	
Public Agency Name:	
Brief Description of Project:	
Completion Date:	
Contact Person:	
Telephone:	
Email Address:	

VILLAGE OF MAPLE PARK

RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP)

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT FOR RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE (RRA/ERP) PLAN PROJECT

This Agreement is entered into by and between the Village of Maple Park, an Illinois Municipal Corporation ("Village"), acting by and through its Village Administrator, and ("Consultant"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."					
ne Parties hereto severally and collectively agree, and bythe execution hereof are bound, to e mutual obligations herein contained and to the performance and accomplishment of the tasks ereinafter described.					
I. DEFINITIONS					
As used in this Agreement, the following terms shall have meanings as set out below:					
"Village" is defined in the preamble of this Agreement and includes its successors and assigns.					
"Consultant" is defined in the preamble of this Agreement and includes its successors.					
"Village Administrator" shall mean the Village Administrator and/or his designee.					
II. TERM					
2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on and terminate on					
2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, Village retains the right to terminate this Agreement at the expiration of each of Village's fiscal year, and any subsequent agreement period is subject to and contingent upon such appropriation.					
III. SCOPE OF SERVICES					
Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in which are incorporated by reference as if written and copied herein.					
All work performed by Consultant hereunder shall be performed to the satisfaction of the Village Administrator. The determination made by Village Administrator shall be final, binding and conclusive on all Parties hereto. Village shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Village Administrator. Village shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be satisfactory to Village Administrator; however, Village shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should Village elect not to terminate.					

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Village Administrator, of all services and activities set forth in this Agreement, Village agrees to pay Consultant an amount not to exceed \$______ as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

- 4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by Village. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the Village.
- 4.3 Final acceptance of work products and services require written approval by Village. The approval official shall be the Village Manager. Payment will be made to Consultant following written approval of the final work products and services by the Village Administrator. Village shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

- **5.1** Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of Village; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.
- 5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, Village has the right to use all such writings, documents and information as Village desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the Village's sole risk and without liability to the Consultant.

VI. RECORDS RETENTION

- 6.1 Consultant and its subagreementors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the Village at their respective offices, at all reasonable times and as often as Village may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by Village and any of its authorized representatives.
- 6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of five (5) (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that Village shall have access to any and all such documents at any and all times, as deemed necessary by Village, during said retention period. Village may, at its election, require Consultant to return said documents to Village prior to or at the conclusion of said retention.
- 6.3 Consultant shall notify Village, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that Village will process and handle all such requests.

VII. TERMINATION

- 7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.
- 7.2 Termination Without Cause. This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article **VIII.** Notice.
- 7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, Village may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
 - 73.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subagreementing.
- 7.4 Defaults with Opportunity for Cure. Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. Village shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, Village shall have the right, without further notice, to terminate this Agreement in whole or in part as Village deems appropriate, and to agreement with another consultant to complete the work required in this Agreement. The Village shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of Village to mitigate its losses to the extent required by law.
 - 74.1 Bankruptcy or selling substantially all of company's assets
 - 7.42 Failing to perform or failing to comply with any covenant herein required
 - 7.4.3 Performing unsatisfactorily
- 7.5 Termination By Law. If any State or Federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to Village or to such person(s) or firm(s) as the Village may designate, at no additional cost to Village, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by Village, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by Village and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.
- 7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to Village its claims, in detail, for the monies owed by Village for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of Village and constitute a **Waiver** by Consultant of any

and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

- 7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subagreementors pursuant to this Agreement.
- 7.9 Termination not sole remedy. In no event shall Village's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of Village's remedies, nor shall such termination limit, in any way, at law or at equity, Village's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for Village, to: Village of Maple Park

Attn: Dawn Wucki-Rossbach

Village Administrator 302 Willow Street Maple

Park, IL 60151

If intended for Consultant, to: Name, Address

IX. INSURANCE

- 9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) to the Village, which shall be clearly labeled "Risk and Resilience Assessment and Emergency Response Plan (RRA/ERP)" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Village will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Village. The Village shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Village. No officer or employee, other than the Village Attorney, shall have authority to waive this requirement.
- 92 The Village reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by Village Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will Village allow modification whereupon Village may incur increased risk.

93 A Consultant's financial integrity is of interest to the Village; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the Village, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Illinois and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

Village of Maple Park Insurance Requirements

Consultant performing work on Village property or public right-of-way for the Village of Maple Park shall provide the Village a Certificate of Insurance (COI) evidencing the coverage provisions identified herein. Consultant shall provide the Village evidence that all subagreementors performing work on the project have the same types and amounts of coverage as required herein or that the subagreementors are included under the agreementor's policy. The Village, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Illinois Department of Insurance to transact business in the State of Illinois and must be acceptable to the Village of Maple Park.

Listed below are the types and amounts of insurance required. The Village reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions		
Commercial General Liability (CGL)	\$1,000,000 per occurrence, \$2,000,000 general aggregate	Village to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage Insurer to provide additional insured endorsements with the Certificate of Insurance Village requires that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors		
Auto Liability	\$1,000,000 combined single limit			
Workers' Compensation & Employers Liability	Statutory Limits required under the Illinois Workers' Compensation Act			
Professional Liability (Errors and Omissions)	\$500,000 per occurrence \$500,000 annual aggregate			

Questions regarding this insurance should be directed to the Village of Maple Park (815) 827-3309. A agreement will not be issued without receipt of the Certificate of Insurance (COI) and the insurer providing the additional insured endorsements with the COI.

9.4 The Village shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the Village, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement COI form to Village at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. COI and endorsements shall be submitted to the:

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

- 95 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
 - Name the Village, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement under terms satisfactory to the Village, as respects operations and activities of, or on behalf of, the named insured performed under agreement with the Village, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the Village of Maple Park where the Village is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the Village.
- Provide thirty (30) calendar days advance written notice directly to Village of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to Village. Village shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 9.7 In addition to any other remedies the Village may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Village shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- 98 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subagreementors' performance of the work covered under this Agreement.
- 99 It is agreed that, excepting Professional Liability, Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the Village of Maple Park for liability arising out of operations under this Agreement.
- 9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- 9.11 Consultant and any of its Subagreementors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the 10.1 VILLAGE and the elected officials, employees, officers, directors, volunteers and representatives of the VILLAGE, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subagreementor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under agreement, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the VILLAGE directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subagreementor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of VILLAGE, its elected officials,

employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

- 102 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, agreementual or otherwise, to any other person or entity. CONSULTANT shall advise the VILLAGE in writing within 24 hours of any claim or demand against the VILLAGE or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.
- 10.3 Duty to Defend Consultant covenants and agrees to hold a DUTY TO DEFEND the VILLAGE and the elected officials, employees, officers, directors, volunteers and representatives of the VILLAGE, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of agreement by the VILLAGE, the VILLAGE'S agent, the VILLAGE'S employee or other entity, excluding the CONSULTANT or the CONSULTANT'S agent, employee or sub-consultant, over which the VILLAGE exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the VILLAGE and those representatives listed above as additional insured under the CONSULTANT'S general liability insurance policy and providing any defense provided by the policy upon demand by VILLAGE.
- 10.4 Employee Litigation In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subagreementor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subagreementor under worker's compensation or other employee benefit acts.
- 10.5 Force Majeure Village agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBAGREEMENTING

- 11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subagreementors of Consultant. Consultant, its employees or its subagreementors shall perform all necessary work.
- 11.2 It is Village's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subagreementors in the performance of this Agreement; any deviation from this subagreementor list, whether in the form of deletions, additions or substitutions shall be approved by Village prior to the provision of any services by said subagreementor.
- 11.3 Any work or services approved for subagreementing hereunder shall be subagreemented only by written agreement and, unless specific waiver is granted in writing by the Village, shall be subject by its terms to each and every provision of this Agreement. Compliance by subagreementors with this Agreement shall be the responsibility of Consultant. Village shall in no event be obligated to any third party, including any subagreementor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subagreementor, indicate only such an entity as has been approved by the Village.
- 11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subagreementing or any other means, without the consent of the Village Board, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subagreementor.
- 11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, Village may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to Village under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to Village, which Village sustains as a result of such violation.

VIII. INDEPENDENT AGREEMENTOR

Consultant covenants and agrees that he or she is an independent agreementor and not an officer, agent, servant or employee of Village; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, agreementors, subagreementors and consultants; that the doctrine of respondent superior shall not apply as between Village and Consultant, its officers, agents, employees, agreementors, subagreementors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between Village and Consultant. The Parties hereto understand and agree that the Village shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the Village.

XII. CONFLICT OF INTEREST

- 13.1 Consultant acknowledges that it is informed that the Charter of the Village of Maple Park and its Ethics Code prohibit a Village officer or employee, as those terms are defined in Section 11.06 of the Ethics Code, from having a financial interest in any agreement with the Village or any Village agency such as Village owned utilities. An officer or employee has a "prohibited financial interest" in a agreement with the Village or in the sale to the Village of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the agreement or sale: a Village officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subagreementor on a Village agreement, a partner or a parent or subsidiary business entity.
- 13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the Village. Consultant further warrants and certifies that it will comply with the Village's Ethics Ordinance.

XIII. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected by amendment, in writing, executed by both Village and Consultant, and, if applicable, subject to formal approval by the Village Board.

XIV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the Village Charter, Village Code, or ordinances of the Village of Maple Park, Illinois, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XV. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVI. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of Village, such changes must be approved by the Village Board, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XVIII. LAW APPLICABLE

- 19.1 This agreement shall be construed under and in accordance with the laws of the State of Illinois and all obligations of the parties created hereunder are performable in DeKalb and Kane Counties.
- 192 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in DeKalb and Kane Counties, Illinois.

XIX. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XX. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXI. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Attachment "A" - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

XXIII. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

XXIV. MISCELLANEOUS VILLAGE CODE PROVISIONS

- 25.1 Representations and Warranties by Consultant. If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Illinois.
- 25.2 **Eligibility Certification.** Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 25.3 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Title 2, *Village of Maple Park Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the Village of Maple Park, State of Illinois or any political subdivision of the State of Illinois regardless of when it arises, until such debt or delinquency is paid in full.

EXECUTED and **AGREED** to as of the dates indicated below.

Village of Maple Park	Consultan
Title	Title
Date	Date

VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES

RESOLUTION 2020-26

AUTHORIZING THE VILLAGE PRESIDENT OR DESIGNEE TO EXECUTE AN AGREEMENT WITH HR GREEN, INC. FOR PREPARATION OF A RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN FOR THE VILLAGE OF MAPLE PARK

- **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 2018 Water Infrastructure Act (AWIA), per Section 2013, requires that community water systems conduct a risk and resilience assessment (RRA) and prepare an emergency response plan (ERP); and,
- **WHEREAS**, Maple Park technically does not have to comply and have an RRA or ERP completed; however, the Village of Maple Park is being proactive in addressing future growth, protecting the aquifer, our water supply, water facilities and our ability to respond to emergency situations by having such an assessment and plan completed; and,
- **WHEREAS**, it was in the best interest of the Village to solicit Request for Proposals (RFP) from qualified engineering firms to conduct an RRA/ERP for the Village in order to protect the Village's water supply; and,
- **WHEREAS**, the Village completed the RFP Process and finds it in the best interest of the Village to award the Professional Services Agreement to conduct a Risk and Resilience Assessment and Emergency Response Plan to HR Green, Inc.
- **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.
- <u>Section 2</u>. That the Professional Services Agreement for Risk and Resilience Assessment and Emergency Response (RRA/ERP) Plan Project is substantially the same form as attached to this Resolution by Exhibit "A" and incorporated herein by reference, is approved and accepted by the Village.
- <u>Section 3</u>. 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.
- <u>Section 4</u>. That this Resolution shall be in full force and effect from and after its adoption and approval.

	of Trustees of the Village of Maple Park, Kane and DeKalb Board meeting held on, 2020.
Ayes:	
Nays:	
Absent:	
(SEAL)	
	Kathleen Curtis, Village President
ATTEST:	
Theresa D'Amato, Village Clerk	<u>k</u>

PROFESSIONAL SERVICES AGREEMENT FOR RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE (RRA/ERP) PLAN PROJECT

This Agreement is entered into by and between the Village of Maple Park, an Illinois Municipal Corporation ("Village"), acting by and through its Village Administrator, and HR Green, Inc. ("Consultant"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"Village" is defined in the preamble of this Agreement and includes its successors and assigns.

"Consultant" is defined in the preamble of this Agreement and includes its successors.

"Village Administrator" shall mean the Village Administrator and/or his designee.

II. TERM

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on _____ and terminate on _____.
- 2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, Village retains the right to terminate this Agreement at the expiration of each of Village's fiscal year, and any subsequent agreement period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services which are incorporated by reference as if written and copied herein Exhibit A.

All work performed by Consultant hereunder shall be performed with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. Village shall be under no obligation to pay for any work performed by Consultant, which does not meet this standard. Village shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not satisfy this standard; however, Village shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should Village elect not to terminate.

IV. COMPENSATION TO CONSULTANT

- 4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, of all services and activities set forth in this Agreement, Village agrees to pay Consultant an amount not to exceed \$15,583.50 as total compensation, to be paid to Consultant as further detailed in Exhibit B.
- 4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by Village. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the Village.
- 4.3 Final acceptance of work products and services require written approval by Village. The approval official shall be the Village Administrator. Payment will be made to Consultant following written approval of the final work products and services by the Village Administrator. Village shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

- 5.1 Any and all original writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement (the "Documents") is the exclusive property of Village; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant. All such Documents are not intended or represented to be suitable for reuse by the Village or others on any other project, and Village agrees to assume sole risk and liability for any reuse or misuse of Documents.
- 5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, Village has the right to use all such writings, documents and information as Village desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the Village's sole risk and without liability to the Consultant.

VI. RECORDS RETENTION

- 6.1 Consultant and its subagreementors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the Village at their respective offices, at all reasonable times and as often as Village may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by Village and any of its authorized representatives.
- 6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of seven (7) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that Village shall have access to any and all

such documents at any and all times, as deemed necessary by Village, during said retention period. Village may, at its election, require Consultant to return said documents to Village prior to or at the conclusion of said retention.

- 6.3 Consultant shall notify Village, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that Village will process and handle all such requests.
- 6.4 Consultant will timely assist the Village, when needed, in responding to Freedom of Information Act (FOIA) request by providing the Village with a copy of the documents held in the possession of the Consultant.

VII. TERMINATION

- 7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.
- 7.2 Termination Without Cause. This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article **VIII.** Notice.
- 7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, Village may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
 - 73.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subagreementing.
 - Failure to complete the RRA and ERP within the 21-week timeframe as identified in the HR Green, Inc. RRP Response.
- 7.4 Defaults with Opportunity for Cure. Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. Village shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, Village shall have the right, without further notice, to terminate this Agreement in whole or in part as Village deems appropriate, and to agreement with another consultant to complete the work required in this Agreement. The Village shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of Village to mitigate its losses to the extent required by law.
 - 7.4.1 Bankruptcy or selling substantially all of company's assets
 - 7.4.2 Failing to perform or failing to comply with any covenant herein required
- 7.5 Termination By Law. If any State or Federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

- 7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to Village or to such person(s) or firm(s) as the Village may designate, at no additional cost to Village, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by Village, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by Village and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.
- 7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to Village its claims, in detail, for the monies owed by Village for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of Village and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.
- 7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subagreementors pursuant to this Agreement.
- 7.9 Termination not sole remedy. In no event shall Village's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of Village's remedies, nor shall such termination limit, in any way, at law or at equity, Village's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by overnight commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for Village, to: Village of Maple Park

Attn: Dawn Wucki-Rossbach

Village Administrator

302 Willow Street Maple Park, IL 60151

If intended for Consultant, to: HR Green, Inc.

Attn: Andrew Marsh, PE

Practice Leader – Water-Potable and WW Private

420 Front Street McHenry, IL 60050

IX. INSURANCE

- 9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) to the Village, which shall be clearly labeled "Risk and Resilience Assessment and Emergency Response Plan (RRA/ERP)" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Village will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Village. The Village shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Village. No officer or employee, other than the Village Attorney, shall have authority to waive this requirement.
- 92 The Village reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by Village Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will Village allow modification whereupon Village may incur increased risk.
- 93 A Consultant's financial integrity is of interest to the Village; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the Village, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis (excluding Professional Liability), by companies authorized and admitted to do business in the State of Illinois and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

Village of Maple Park Insurance Requirements

Consultant performing work on Village property or public right-of-way for the Village of Maple Park shall provide the Village a Certificate of Insurance (COI) evidencing the coverage provisions identified herein. Consultant shall provide the Village evidence that all subagreementors performing work on the project have the same types and amounts of coverage as required herein or that the subagreementors are included under the agreementor's policy. The Village, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Illinois Department of Insurance to transact business in the State of Illinois and must be acceptable to the Village of Maple Park.

Listed below are the types and amounts of insurance required. The Village reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions		
Commercial General Liability (CGL)	\$1,000,000 per occurrence, \$2,000,000 general aggregate	Village to be listed as additional insured and provide 30 days' notice of cancellation Insurer to provide additional insured endorsements with the Certificate of Insurance Village requires that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors		
Auto Liability	\$1,000,000 combined single limit			
Workers' Compensation & Employers Liability	Statutory Limits required under the Illinois Workers' Compensation Act			
Professional Liability (Errors and Omissions)	\$500,000 per occurrence \$500,000 annual claims made			

Questions regarding this insurance should be directed to the Village of Maple Park (815) 827-3309. A agreement will not be issued without receipt of the Certificate of Insurance (COI) and the insurer providing the additional insured endorsements (CG 20260413) with the COI.

9.4 The Village shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the Village. The Village may also request the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests where available at commercially reasonable rates with its current insurance carrier(s) and shall submit a copy of the replacement COI form to Village at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes, but Village agrees that requested changes resulting in more than a de minimus premium adjustment shall be eligible for reimbursement as a direct expense. COI and endorsements shall be submitted to the:

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

- 95 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
 - Name the Village, its officers, officials, employees, volunteers, and elected

- representatives as **additional insured by endorsement under terms satisfactory to the Village**, as respects operations and activities of, or on behalf of, the named insured performed under agreement with the Village, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Village of Maple Park where the Village is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the Village.
- Provide thirty (30) calendar days advance written notice directly to Village of any cancellation, non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium. Should there be a material change in coverage, Consultant agrees to notify the Village in accordance with the provisions of Article VII Notice provisions of any material change in coverage including, but not limited to, occurrence versus claims made coverage.
- 9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to Village. Village shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 9.7 In addition to any other remedies the Village may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Village shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- 98 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subagreementors' performance of the work covered under this Agreement.
- 99 It is agreed that, excepting Professional Liability, Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the Village of Maple Park for liability arising out of operations under this Agreement.
- 9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- 9.11 Consultant and any of its Subagreementors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the VILLAGE and the elected officials, employees, officers, directors, volunteers and representatives of the VILLAGE, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages, including personal or bodily injury, death and property damage, caused by or resulting from an act of negligence, intentional tort, intellectual property

infringement, or failure to pay a subagreementor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under agreement, or another entity over which the CONSULTANT exercises control. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of VILLAGE, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

- 102 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, agreementual or otherwise, to any other person or entity. CONSULTANT shall advise the VILLAGE in writing within 24 hours of any claim or demand against the VILLAGE or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.
- 10.3 Duty to Defend Consultant covenants and agrees to hold a DUTY TO DEFEND the VILLAGE and the elected officials, employees, officers, directors, volunteers and representatives of the VILLAGE, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of agreement by the VILLAGE, the VILLAGE'S agent, the VILLAGE'S employee or other entity, excluding the CONSULTANT or the CONSULTANT'S agent, employee or sub-consultant, over which the VILLAGE exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the VILLAGE and those representatives listed above as additional insured under the CONSULTANT'S general liability insurance policy and providing any defense provided by the policy upon demand by VILLAGE.
- 10.4 Employee Litigation In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subagreementor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subagreementor under worker's compensation or other employee benefit acts.
- 10.5 Force Majeure Village agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third-party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBAGREEMENTING

- 11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subagreementors of Consultant. Consultant, its employees or its subagreementors shall perform all necessary work.
- 11.2 It is Village's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subagreementors in the performance of this Agreement; any deviation from this subagreementor list, whether in the form of deletions, additions or substitutions shall be approved by Village prior to the provision of any services by said subagreementor.
- 11.3 Any work or services approved for subagreementing hereunder shall be subagreemented only by written agreement and, unless specific waiver is granted in writing by the Village, shall be subject by its terms to each and every provision of this Agreement. Compliance by subagreementors with this Agreement shall be the responsibility of Consultant. Village shall in no event be obligated to any third party, including any subagreementor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subagreementor, indicate only such an entity as has been approved by the Village.
- 11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subagreementing or any other means, without the consent of the Village Board, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subagreementor.
- 11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, Village may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to Village under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to Village, which Village sustains as a result of such violation.

VIII. INDEPENDENT AGREEMENTOR

Consultant covenants and agrees that he or she is an independent agreementor and not an officer, agent, servant or employee of Village; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, agreementors, subagreementors and consultants; that the doctrine of respondent superior shall not apply as between Village and Consultant, its officers, agents, employees, agreementors, subagreementors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between Village and Consultant. The Parties hereto understand and agree that the Village shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the Village.

XII. CONFLICT OF INTEREST

- 13.1 Consultant acknowledges that it is informed that the Village of Maple Park and its Ethics Code prohibit a Village officer or employee, as those terms are defined in Section 1-6-9 of the Ethics Code, from having a financial interest in any agreement with the Village or any Village agency such as Village owned utilities. An officer or employee has a "prohibited financial interest" in an agreement with the Village or in the sale to the Village of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the agreement or sale: a Village officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subagreementor on a Village agreement, a partner or a parent or subsidiary business entity.
- 13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the Village. Consultant further warrants and certifies that it will comply with the Village's Ethics Ordinance.

XIII. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected by amendment, in writing, executed by both Village and Consultant, and, if applicable, subject to formal approval by the Village Board.

XIV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the Village Charter, Village Code, or ordinances of the Village of Maple Park, Illinois, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XV. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVI. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of Village, such changes must be approved by the Village Board, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XVIII. LAW APPLICABLE

- 19.1 This agreement shall be construed under and in accordance with the laws of the State of Illinois and all obligations of the parties created hereunder are performable in DeKalb and Kane Counties.
- 192 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in DeKalb and Kane Counties, Illinois.

XIX. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XX. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXI. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Attachment "A" - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

XXIII. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

XXIV. MISCELLANEOUS VILLAGE CODE PROVISIONS

- 25.1 **Representations and Warranties by Consultant.** If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Illinois.
- 25.2 **Eligibility Certification.** Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 25.3 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Title 2, *Village of Maple Park Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the Village of Maple Park, State of Illinois or any political subdivision of the State of Illinois regardless of when it arises, until such debt or delinquency is paid in full.

EXECUTED and **AGREED** to as of the dates indicated below.

Village of Maple Park	HR Green, Inc.
	Andrew Marsh, P.E. Vice President
Title	Title
	10/29/20
Date	Date

Exhibit A – SCOPE OF SERVICES



SCOPE OF SERVICES

1.0 Project Understanding

1.1 General Understanding

The America's Water Infrastructure Act of 2018 (AWIA) requires community water systems serving more than 3,300 people to conduct a Risk and Resilience Assessment (RRA), and to prepare or revise an Emergency Response Plan (ERP). The communities have to submit a certification to the U.S. Environmental Protection Agency (U.S. EPA) for each (RRA and ERP). In general, the AWIA considerations for RRA and ERP include:

RRA

- Risks to the water system from malevolent acts and natural hazards
- Resilience of system components
- Monitoring practices for such things as operations, water quality, energy, and security
- Financial Infrastructure of the Utility
- Use, storage, and handling of various chemicals
- Operations and maintenance

ERP

- Strategies and resources to improve resilience, including physical and cyber security
- Plans and procedures that can be implemented and identification of equipment that can be utilized in the event of a malevolent act or natural hazards that threaten the ability to supply safe drinking water
- Actions, procedure, and equipment to lessen the impact on public health and safety and supply of safe drinking water from a malevolent act or natural hazard
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security of the water system
- Provide training and implementation tools on the Emergency Response Plan (ERP)

In response to the requirements of AWIA, VILLAGE seeks assistance with conducting a RRA and preparation of an ERP. Based on the population served by the VILLAGE, the RRA needs to be completed and certification submitted to U.S. EPA by June 30, 2021. An ERP certification should be submitted within 6 months following RRA submittal, but not later than December 30, 2021. This assessment is to be accomplished in a collaborative manner in which CONSULTANT and appropriate representatives of the VILLAGE would participate. The VILLAGE has retained CONSULTANT to complete an RRA & ERP for the water facilities listed below:

- 1. One (1) Water Treatment Plant
- 2. Two (2) groundwater wells
- 3. One (1) Elevated Storage Tanks

VILLAGE is requesting assistance from CONSULTANT to complete the Risk and Resilience Assessment and development of an ERP per requirements of the AWIA using the previously developed VA and ERP reports as starting point for the required assessments.



1.2 Design Criteria/Assumptions

- The project will follow the Risk Assessment Methodology detailed in AWWA J-100-10: Risk and Resilience Management of Water and Wastewater Systems to complete the Risk and Resilience Assessment (RRA).
- The project will follow AWWA G440-17: Emergency Preparedness Practices and AWWA Manual M-19: Emergency Planning for Water and Wastewater Utilities to complete the Emergency Response Plan (ERP).
- According to the AWWA J-100 methodology, the steps to be completed are as follows:
 - 1. Asset Characterization identify critical assets
 - 2. Threat Characterization select appropriate threats and hazards
 - 3. Consequence Analysis calculate consequences for each threat-asset pair
 - 4. Vulnerability Analysis estimate effectiveness of existing mitigation measures
 - 5. Threat Likelihood Analysis calculate threat likelihood
 - 6. Risk and Resilience Analysis calculate baseline risk and resilience
- Each major task will include specific work products and deliverables.
- Design review workshops will be conducted with the VILLAGE's personnel, key individuals from the CONSULTANT's project team and others as needed at critical milestones as identified in the following section
- Complete RRA using USEPA VSAT Web 2.0 Tool.

2.0 Scope of Services

The VILLAGE agrees to employ CONSULTANT to perform the following services:

2.1 Project Coordination and Management

- CONSULTANT shall provide project management services for duration of the project
- Project Kick-off Meeting: Schedule a project kick-off meeting with the VILLAGE staff to discuss in detail the tasks associated with the RRA and ERP.

2.2 Risk and Resilience Assessment (RRA)

2.2.1 Asset Characterization

The first step in the RRA is asset characterization. As part of the AWIA requirements, each utility must identify critical assets within the following ten asset categories:

- 1. Physical Barriers
- 2. Source water
- 3. Pipes and constructed conveyances, water collection, and intake
- 4. Pretreatment and treatment
- 5. Storage and distribution facilities
- 6. Electronic, computer, or other automated systems (including the security of such systems)
- 7. Monitoring practices
- 8. Financial infrastructure
- 9. The use, storage, or handling of chemicals
- 10. The operation and maintenance of the system



CONSULTANT has the following approach for asset characterization:

- i. CONSULTANT will conduct a system evaluation for the water system assets identified at the above three water facilities. The evaluation will result in documentation of the function, communication, control, power, and existing security measures at each facility. CONSULTANT will provide a photo log within the RRA. Site visits will include not more than two CONSULTANT team members, and one (1) 4-hour day is planned for this effort.
- ii. CONSULTANT staff will identify and document the following items for each facility: SCADA systems, entry control procedures, hazardous chemicals, and interdependences of treatment systems, power systems, and communication systems.
- iii. CONSULTANT will develop a preliminary critical asset characterization based on the site visits. CONSULTANT and VILLAGE will have a workshop to discuss whether the VILLAGE agrees with the preliminary asset characterization and whether any assets should be added or removed. The workshop attendees will include no more than two CONSULTANT team members, and a combined eight (8) hours effort is planned for this workshop.

2.2.2 Threat Characterization

The second step is to perform threat characterization. As a guideline, EPA has identified threat categories for malevolent acts, natural hazards, and dependency/proximity threats. Each critical asset will be assigned the most relevant and probable threats that may adversely affect VILLAGE facilities.

- i. CONSULTANT will first assign 2-3 of the most likely threat scenarios to pair with each critical asset based on the initial site visit and VILLAGE staff discussions.
- ii. CONSULTANT and VILLAGE will have a workshop (see 2.2.1.iii) to discuss whether the VILLAGE agrees with the preliminary threat assignments for each critical asset and whether other threat scenarios should be added. Based on VILLAGE input, CONSULTANT will make adjustments and finalize the threat characterization analysis.

2.2.3 Vulnerability Analysis

The Vulnerability Analysis estimates the likelihood that each specific threat or hazard, given it occurs, will damage the asset while considering the utility's existing countermeasures. Vulnerability analysis involves an examination of existing security capabilities and structural components, as well as counter measures/mitigation measures and their effectiveness in reducing damages from threats and hazards.

 CONSULTANT and VILLAGE will have a workshop (see 2.2.1.iii) to assess the utility's ability to detect, delay, and respond to the threats assigned to each critical asset.

2.2.4 Threat Analysis

Threat analysis estimates the likelihood of malevolent attack, dependency/proximity hazard, or natural hazard based on several factors for threat likelihood.



i. The threat analysis will be developed in-house after obtaining some additional information on threat likelihood factors from the VILLAGE during the workshop discussed in 2.2.1.iii.

2.2.5 Consequence Analysis

Consequence analysis is the identification and estimation of reasonable consequences generated by each specific threat-asset combination. Consequences that are quantified include utility financial consequences (asset replacement costs, remediation costs and revenue lost), regional economic consequences (regional economy impacts due to service outages), and public health impacts (injuries and fatalities).

- If data is available, VILLAGE will provide CONSULTANT with original construction costs associated with all critical assets. CONSULTANT will calculate the present worth of the provided construction cost data to estimate an asset replacement cost.
- ii. If VILLAGE does not have original construction cost data, CONSULTANT will provide approximate cost estimates for critical asset replacement. CONSULTANT will develop the cost estimates as an additional service.
- iii. CONSULTANT will develop a consequence matrix, which will include the assumptions made to quantify consequences.

2.2.6 Risk and Resilience Analysis

Once the above steps are completed, the risk and resilience analysis is conducted. The risk and resilience analysis will calculate a baseline risk for each asset/threat pair, quantified as a monetary value. Risk and Resilience analysis creates the foundation for selecting strategies and tactics to counter or mitigate disabling events by establishing priorities based on the levels of risk and resilience and the extent they can be improved.

2.2.7 Submit Draft RRA to VILLAGE

Upon completion of an internal quality control review, CONSULTANT will submit two hard copies of the draft RRA to VILLAGE for review. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the VILLAGE. A meeting will be held to discuss the results of the RRA and obtain VILLAGE comments.

2.2.8 Finalize RRA and Submittal of Certification to U.S. EPA

The VILLAGE review comments on the draft RRA will be incorporated and final RRA will be submitted to VILLAGE. Two hard copies will be submitted to the VILLAGE. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the VILLAGE. VILLAGE to submit certification to U.S. EPA per Agency guidelines that the RRA has been completed.

2.3 Emergency Response Plan (ERP)

2.3.1 Submit Draft ERP to VILLAGE

Existing ERP will be provided by VILLAGE to CONSULTANT. The recommendations from the RRA will be incorporated into the ERP. CONSULTANT will update the existing ERP with recommendations from the Risk and Resilience Assessment. Upon completion



of an internal quality control review, CONSULTANT will submit two hard copies of the draft ERP to VILLAGE for review. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the VILLAGE. A meeting will be held to discuss and obtain VILLAGE review comments.

2.3.2 Finalize ERP and Submittal of Certification to U.S. EPA

The review comments on the draft ERP will be incorporated and final ERP will be submitted to VILLAGE. Two hard copies will be submitted to VILLAGE. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the VILLAGE. VILLAGE to submit certification to U.S. EPA per Agency guidelines that the ERP has been completed.

3.0 Deliverables and Schedules Included in this Agreement

Notice to Proceed:	TBD by OWNER
Workshop #1 for Risk and Resiliency Assessment (RRA)	6 Weeks after NTP
Submit draft RRA to the OWNER	10 Weeks after NTP
Meeting to discuss draft RRA	11 Weeks after NTP
Submit final RRA to the OWNER	12 Weeks after NTP
Draft ERP	19 Weeks after NTP
Final ERP:	21 Weeks after NTP

This schedule was prepared to include reasonable allowances for review and approval times required by the VILLAGE and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the VILLAGE or for delays or other causes beyond the control of CONSULTANT.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- 1. Develop cost estimates for critical asset replacement.
- Countermeasure Analysis Assessment, which is considered optional by the EPA VSAT Web 2.0 tool.
- 3. Attendance at meetings or public hearings other than those specifically listed in the Scope of Services.

Supplemental services not included in the agreement can be provided by CONSULTANT under separate agreement, if desired.

5.0 Services by Others

N/A

6.0 Village Responsibilities

- 1. Provide access to VILLAGE's facilities for data collection
- 2. Provide timely review of draft submittals



- 3. Provide personnel knowledgeable about operations and maintenance of facilities to be available for discussions, accompany CONSULTANT on site visits, and to answer questions.
- 4. Provide personnel knowledgeable about Village emergency response to be available for discussions, participate in workshops, and to answer questions, as needed.
- 5. Provide data on past construction costs for existing critical assets.
- 6. Submit RRA and certification to US EPA that the RRA has been completed.
- 7. Submit ERP and certification to US EPA that the RRA has been completed.

VILLAGE OF MAPLE PARK

RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP) COST PROPOSAL FORM

[Staff] Andy Lemke . \$ 119	per hour \$ <u>119</u>	x <u>13.5</u> hours	\$1,606.50			
[Staff] Sylwia Kokoszka . \$91	per hour \$ <u>91</u>	x <u>137</u> hours	\$ 12,467.00			
[Staff] Scott Marquardt . \$ 20	0per hour \$ 200	x_2hours	\$400.00			
[Staff] Ravi Jayaraman . \$ 22	2per hour \$ 222	x <u>5</u> hours	\$_1,110.00			
TOTAL FOR TASK			\$_15,583.50			
ADDITIONAL CHARGES (SPE	CIFY)					
The Village will not pay any separate costs for travel, lodging, per diem, printing, shipping, etc. (Feel free to add additional sheets as needed).						
Consultant's Name: HR GREE	N, INC.					
Address: 420 FRONT STREET, MCHENRY, IL 60050						
Email Address: AMARSH@HF	RGREEN.COM					
Phone: 815.385.1778		1781				
SIGNATURE:	>					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

· · · · · · · · · · · · · · · · · · ·							
PRODUCER	1-800-300-0325	CONTACT NAME:	Michelle Gruis				
Holmes Murphy & Assoc - CR		PHONE (A/C, No, Ext):	PHONE (A/C, No, Ext): 319-896-7715 FAX (A/C, No): 866-231-78		31-7822		
201 First Street SE, Suite 700	reet SE, Suite 700		E-MAIL ADDRESS: mgruis@holmesmurphy.com				
,		INSURER(S) AFFORDING COVERAGE			NAIC#		
Cedar Rapids, IA 52401		INSURER A: Zurich American Insurance Company			16535		
INSURED		INSURER B: Travelers Property Casualty Company of 25					
HR Green Inc		INSURER C: XL SPECIALTY INS CO			37885		
8710 Earhart Lane SW		INSURER D :					
		INSURER E :					
Cedar Rapids, IA 52404		INSURER F:					

COVERAGES CERTIFICATE NUMBER: 60580165 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR			ADDL INSD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	х	CLAIMS-MADE X OCCUR			GLO373096710	01/01/20	01/01/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
A	AUT	OMOBILE LIABILITY			BAP373096810	01/01/20	01/01/21	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								,	\$
В	х	UMBRELLA LIAB X OCCUR			ZUP14N8656620	01/01/20	01/01/21	EACH OCCURRENCE	\$ 15,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 15,000,000
		DED X RETENTION \$ 10,000							\$
A		KERS COMPENSATION EMPLOYERS' LIABILITY			WC373096610	01/01/20	01/01/21	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pro	fessional Liability			DPR9952889	01/01/20	01/01/21	Per Claim	5,000,000
	(C)	aims Made Coverage)						Aggregate	6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Maple Park, its officers, officials, employees, volunteers, and elected representatives are included as Additional Insureds on the General Liability, Auto Liability and Umbrella Liability as required by written contract with the insured, per policy terms and conditions. The Workers Compensation includes a Waiver of Subrogation in favor of the additional insureds as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
Village of Maple Park	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
302 Willow Street	AUTHORIZED REPRESENTATIVE
Maple Park, IL 60151 USA	Pauladsuron

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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

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach

DATE: October 23, 2020

SUBJECT: RESOLUTION 2020-27 - RESOLUTION APPROVING THE REVISED MAPLE PARK

TAX INCREMENT FINANCE (TIF) DISTRICT POLICY

BACKGROUND

On August 4, 2020, the Village Board approved Resolution 2020-16, which approved the TIF District Policy for the Village of Maple Park. Since that time the Village President and Village Administrator were approached by two (2) property owners interested in the status of the TIF District and that inquired if TIF funds would be available for business owner applications. The owners were informed that the Village had recently approved the TIF District Policy, and that the General Improvements Assistance Grant (GIAG) was slated to begin in Fiscal Year 2024 and that the process for an GIAG had changed due to the Board changing from a committee structure to a Committee of the Whole structure and the review process for GIAG and TIF Financing Application documentation would need to be changed in the TIF District Policy.

The request was brought before the Committee of the Whole on October 20, 2020. The Committee of the Whole approved moving the implementation of the GIAG from Fiscal Year 2024 to Fiscal Year 2021 and that Staff should make the appropriate text changes in the Policy, GIAG, the TIF Infrastructure Project Priority List and the TIF Financing application.

Staff has made the changes to the policy, the GIAG, TIF Financing Application and the Project Priority List; a mark-up of the previously listed documentation is attached and so is a clean version of the revised TIF District Policy.

RECOMMENDATION

Mark-up of the TIF District Policy, General Improvement Assistance Grant Application, Infrastructure Project Priority List and the TIF Financing Application

Resolution 2020-27 Resolution Approving the Revised TIF District Policy

Revised TIF District Policy

Village of Maple Park



Tax Increment Finance (TIF) District Policy

Approved ______,Revised November 3, 2020

VILLAGE OF MAPLE PARK TAX INCREMENT FINANCE (TIF) DISTRICT POLICY TABLE OF CONTENTS

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TIF SUBMITTAL GUIDELINES

The Village requires certain information from every applicant requesting TIF Funds. The information the Village requests is critical in order to allow the Village to make proper informed decisions. Existing commercial businesses that are interested in making improvements to their interior and exterior façade shall complete the Village of Maple Park General Improvements Assistance Grant Program Application, Attachment C. All General Improvement Assistance Grant Program applications for TIF Funding are on a first come, first serve basis and shall follow the review process identified in Attachment D.

New redevelopment applications for TIF Funding that do not qualify for the General Improvement Assistance Grant Program are also on a first come, first serve basis and shall follow the process listed below.

- 1. Pre-application meeting is held between developer and the Village;
- 2. A Tax Increment Financing Application, see Attachment D, is submitted by the developer to the Village;
- 3. Village Management, and it chosen consultant(s) will conduct a review of the submitted documentation
 - A. Calculate potential sales tax, property tax, utility tax, water revenue, miscellaneous one-time fees (building permits, fee-in-lieu charges, water and sanitary sewer connection fees, etc.)
 - B. Determine if there are any State or County incentives available to coordinate a joint incentive package;
- 4. Presentation of request, management and analysis and recommendation to the Finance Committee Committee of the Whole;
- 5. Village Management prepares draft TIF Assistance/Developer Agreement as recommended by the Finance Committee Committee of the Whole; if applicable;
- 6. Finance Committee The Committee of the Whole recommendation, management recommendation, and draft TIF Assistant/Developer Agreement is forwarded to the Village Board, if applicable; and
- 7. Village Board Meeting for final consideration of TIF assistance request.
- 8. Execution of the TIF Assistance/Developer Agreement between the Village and Developer.
- 9. TIF Assistance/Developer Agreements shall include the following provisions:
 - A. Reimbursement for Failure: The TIF Assistance/Developer Agreement will contain a claw-back provision to the Village for reimbursement of a pro-rates share of the assistance based on specific time periods should a developer associated with the assistance cease to operate during the terms of the agreement or another specified period of time;
 - B. Look-Back Provision: The look back mandates a developer to provide the Village or its Financial/Municipal Advisor with evidence of its annualized cumulative

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Manufacturer/ Work To Be Done																			Construction - Pavement	Hom Installation	Parking Study	General Improvemets Assistance Grants - 5 @ \$3,000 ea.
Desscription	Televise, Root Cut, Jet Storm Sewer - Pearl Street	WWTP Facility (New) - 3.23 Acre Land Purchase, Appraisal, WWTP-0002 Legal/Closing	Water Tower - Engineering	WWTP Facility (New) - Engineering/Design/Permitting	Water Tower - Construction	WWTP Facility (New) Construction	WWTP-0010 Demolish/Remove WWTP Bidg.	150,000 gallon waterspheroid**- Item #1 Blast Clean/Repaint/Containment; Item #6 Coat Foundation; Item #8 Ring Couplings; Items #11, 12 # 13	Decommission/Remove Cesspools at WWTP	150,000 gallon waterspheroid - Items #2 Abrasive Blast Clean; Item #3 Install Clips/Pressure Fitting for Cathodic Protection	WWTP - Generator, ATS, electric, pad, natural gas piping	150,000 gallon waterspheroid - Item #4 Blast Clean Pit Pipe/Repaint, Item #5 Repair Spalling Concrete Foundation	150,000 galton waterspheroid - Item #7 Install Handrail/Painter's Ralling on Roof; Item #9 Replace Globel/Cage for Light Fixture; Install To Install Ladder Extension on Condensate Plat.	150,000 gallon waterspheroid - Item #14 Remove Glandular Expansion Joint Reptc. wRealows: Item #15 Install AL Cover over FIII/Draw Pipe Insulation.	150,000 gallon waterspheroid - Item #16 Install Mud Valve; Item #17 Replace Condensate Drain Line	Civic Center - Space Needs Study	Civic Center - Generator, Pad and ATS	Public Works Garage	of street at	П	Main to Kennebec - Downtown	TIF-0004 through TIF-0008
CIP ID #	TIF-003	WWTP-0002	W-0015	WWTP-0003	W-0022	WWTP-0004 Construction	WWTP-0010	W-0033	WWTP-0011	W-0034	WWTP-0008	W-0035	W-0036		W-0038			Г	LO LO	П	RB-0008	13-00
Fund/Dept.	13-00	56-10	54-00	56-10	54-00	56-10	56-10	52-10	56-10	52-10	56-10	52-10	52-10	52-10	52-10	01-10	01-10	01-10	19-00	13-00	15-00	
Category	Streets	WWTP	Water Improv.	WWTP	Water Improv.	WWTP	WWTP	Water	WWTP	Water	WWTP	Water	Water	Water	Water	Admin	Admin	Admin	MFT	TIF.	Road & Bridge	¥
Work	WA4	WA6	WA1	WA6	WA1	WA6	WAG	WA1	WAG	WA1	WA6	WA1	WA1	WA1	WA1	WA4	WA4	WA4	WA4		WA1	WA4
TIF Priority#	-	2	က	4	2	9	_	80	6	10	Ξ	12	6	14	15	16	17	18	19	20	21	22

Village of Maple Park



TIF District General Improvements Assistance Grant Program

Maple Park Tax Increment Financing (TIF) District

In 2012, the Village of Maple Park established its first Tax Increment Financing (TIF) District an effort to stimulate new private investment, encourage economic development and improve public infrastructure. As a result, the Village now offers various ways of helping property owners and/or tenants located within the Maple Park TIF District area to reduce the costs of residential, commercial and industrial redevelopment projects. The Maple Park General Improvements Assistance Grant Program is one method of helping existing businesses.

Maple Park General Improvements Assistance Grant Program

PURPOSE:

The primary goal of the Village of Maple Park's General Improvements Assistance Grant Program is to visibly enhance, preserve and rehabilitate the commercial properties within Maple Park's Tax Increment Financing (TIF) District, an area which encompasses the historic downtown business district and includes commercial properties located along County Line Road. TIF District was established in 2012 to stimulate private, economic development and while also improving, updating and maintaining our public infrastructure. The Village utilizes TIF resources to annually fund the Maple Park General Improvements Assistance Grant Program, hereinafter "Program", which is outlined in this application.

FUNDING:

This grant covers up to 50% of the TIF Eligible Costs and are awarded on a first come, first served basis. Business and property owners within the Maple Park TIF District may be eligible for a maximum \$5,000.00 reimbursement grant. The Applicant is required to match or exceed any awarded program funding through an investment of their own capital toward the project's total cost.

PROPERTY ELIGIBILITY:

To be eligible for reimbursement of project costs under this Program, the following requirements and conditions shall be met:

- O The property must be a commercial establishment that is located within Maple Park's TIF District (see TIF boundary map on Village's website www.VillageofMaplePark.org; and Properties must not be in arrears of property assessments, municipal utilities, or taxes; and
- o The total project cost must not exceed \$10,000.00; and
- O The Applicant must be either (1) the owner of a building within Maple Park's TIF District, or (2) the owner of a business within Maple Park's TIF District, who has a valid lease of at least a 1-year term and has written permission documentation from the property owner allowing them to make changes to the building; and
- O The improvement project must be for one or more of the items listed as eligible for reimbursement below; and

- O Repair, renovation, or installation projects started prior to the submission of a grant application are ineligible for reimbursement of project costs under this Program; and
- The Property must not have received a grant under this program within the immediately preceding three (3) years.

ELIGIBLE COSTS FOR REIMBURSEMENT:

Grants are issued in the form of reimbursements for eligible expenses once the work has been completed. This program allows for the reimbursement of the following exterior and interior work:

- O Driveway/parking lot paving replacement (excluding new lot driveway patching, Sealcoating) must be replacement or resurfacing the entire lot, if less than 2,000 sq. ft., or a minimum of 2,000 sq. ft. if not entire lot.
- Sidewalk replacement (excluding crack repair, maintenance) connecting to adjacent property sidewalks, commercial properties along Main, County Line Road, and Route 38 must be a minimum of 8 ft. wide and extend to the curb and comply with all other Village requirements.
- o HVAC Replacement
- O Structural Repairs that have framed property unsafe
- o Exterior Windows
- Exterior Doors
- o Exterior Siding
- o Interior ADA Compliance Upgrades
- O Major Interior Remodeling, that includes a removal, additions or moving of walls tomake space more usable.
- Interior Electrical Upgrade to Bring to Code
- Interior Installation or Fire Suppressions System

INELIGIBLE REIMBURSEMENT COSTS:

- o Maintenance
- o Painting
- o Signage

PROGRAM REVIEW AND APPROVAL PROCESS:

All Applicants are on a first come, first serve basis. Applications are limited to one (1) grant per parcel, per fiscal year (Village of Maple Park's fiscal year is May 1st - April 30th.) The Village has established an initial annual program allocation of \$15,000.00 per fiscal year so Applicants are encouraged to file early by December 31 and if approved, execute the improvements as soon as possible. The Village encourages you to employ or purchase services, products and materials available within the Village whenever possible. The Program process is as follows:

- 1. Application submitted along with required supportive documentation and photographs.
- 2. Attend Finance Committee Committee of the Whole mMeeting, under Finance Items to discuss/answer questions about your application and subject property.
- 3. At the same meeting, the Finance Committee Committee of the Whole will review your application and either a) ask for clarification and re-submittal, or b) make a decision as to whether to grant or deny "preliminary approval" and recommend to the Village Board that the application is eligible to proceed.
- 4. Notice to Proceed letter from the Village Clerk. (Steps 3 & 4 confirm your application's place in line for funding as long as the following steps are completed.)

- 5. Applicant will execute improvements within 5-months and <u>be</u> completed within 11-months of Village's notice to proceed. Extension requests must be made in writing. However, the Applicant may risk a depletion of funds within the fiscal year. The Village may modify this time-line on a case-by-case basis based on the project's specific factors.
- 6. After project is completed, submit "close-out" items to Village Clerk and Finance Committee

 Committee of the Whole for review and final approval and the next scheduled Finance

 Committee Committee of the Whole Meeting.
- 7. "Close-out" items include:
 - O Letter stating that the project is now complete and the applicant is seeking reimbursement for a specific dollar amount
 - Written documentation that all inspections have been passed List the following:
 - Date of Inspection
 - Type of Inspection
 - If the inspection passed or failed (will be validated by the Village)
 - Invoices for purchases of goods/services for project costs Invoices should be itemized
 - Invoice payment documentation List the following:
 - Date of Transaction
 - Check # or credit card payment information
 - Bank or credit card statements that confirm payment
 - "After" photos of the completed work Digital and hard copy should be provided with packet.
- 8. Upon recommendation from the Finance Committee Committee of the Whole, the Village Board shall approve the final disbursement of grant reimbursement funds at the following, monthly Village Board mMeeting.
- 9. If the Applicant has not met one or any of these requirements, the Finance Committee Committee of the Whole will re-evaluate the status of the project and may unilaterally rescind or modify the amount of the grant.

For more information and applications relating to the Maple Park General Improvements Assistance Grant Program please contact:

Maple Park Village Hall, 302 Willow Street, PO Box 220, Maple Park, IL 60151-0220; Phone (815) 827-3309

*

TAX INCREMENTAL FINANCING APPLICATION

Please complete and submit the following information to the Village of Maple Park for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) assistance. The application is comprised of four parts: 1) Applicant Information, 2) Project/Property Information, 4) Project Budget/Financial Information, and 4) Attachments.

Where there is not enough space for your response or additional information is requested, please use an attachment. Use attachments only when necessary and to provide clarifying or additional information.

The Finance Committee of the Whole reviews all applications for TIF assistance. Failure to provide all required information in a complete and accurate manner could delay processing of your application and the Finance Committee Committee of the Whole reserves the right to reject or halt processing the application for incomplete submittals.

For further information please refer to the "Village of Maple Park Tax Incremental Financing Policy" document.

Legal Name:				
Mailing Address:				
Phone:				
Legal Entity (check one):	☐ Corporation	☐ Joint Tena ☐ LLC	nts ☐ Tenants in Co	
If not a Illinois corporation /	partnership / LLC, stat	te where organiz	zed:	
Will a new entity be created	for ownership (check	one)? 🔲 Ye	s 🗌 No	
Principals of existing or pro	posed corporation / pa	rtnership / LLC a	and extent of ownership in	nterests:
Name	Address		Title	Interest
		Light Street		
Is any owner, member, stoo or any member of the imme Park (check one)?	diate family of any suc	ch person, an en		
If yes, give the name	e and relationship of th	e employee:		
Have any of the applicants charged or convicted of a m				ver been
If yes, please furnisl	n details:			

Attachments

Summary Letter

Provide a summary of the project in the form of a letter addressed to the Village Administrator. The letter should not exceed two (2) pages in length and should include only the following essential information about the project:

- Description of site or building
- Description of end users
- Profitability
- Overview of private-sector financing
- Summary of increment projections
- Total development costs

- Current and proposed uses
- Project start and end dates
- Description of public benefits, including job creation
- Amount of TIF assistance requested
- Name of developer and owner
- Statement regarding why TIF is essential and why the "but for" provision will be met

Note: In the "but for" discussion, you must clearly describe why TIF is needed to help this project and why the project will not / cannot proceed without such support. Failure to clearly provide the "but for" explanation will delay action on your application.

Project Narrative

Provide an in-depth overview of the project in narrative format. The narrative must include a description of the following aspects of the project:

- Current condition of the site and historical overview that includes the size and condition of any existing structures, environmental conditions, and past uses of the site.
- Proposed use(s) of project (e.g. industrial, commercial, retail, office, residential for sale or rental, senior/assisted housing, etc.).
- Construction information about the project including: size of any existing structure to be demolished or rehabbed; size of any new construction: types of construction materials (structural and finish); delineation of square foot allocation by use; total number and individual square footage of residential units; type of residential units (e.g. for-sale, rental, condominium, singlefamily, etc.); number of affordable residential units; number and type of parking spaces; and construction phasing.
- A summary of the proposed "green" features to be included in the project. All projects that receive TIF assistance are encouraged to include environmentally friendly features.

Filing Requirements

You must provide all of the following items with your signed application:

- Fee: An application fee of 1% for projects with assistance up to \$100,000, 2% for projects with assistance between \$100,000 to \$499,999, or 3% for projects with assistance at \$500,000 or greater. This fee is to cover Village costs associated with evaluating the TIF application. Make your check payable to the Village of Maple Park.
- **Site Maps:** Provide a map that shows the location of the site. Also provide a map that focuses on the project and its immediate surroundings. Both maps should be no larger than 11x17 inches. Larger maps may be required for projects presented to the Plan Commission, Finance Committee Committee of the Whole, or Village Board.

Project Renderings: Provide preliminary architectural drawings, plans, and renderings for the
project. These drawings should be no larger than 11x17 inches. Larger drawings may be required
for projects presented to the Plan Commission, Finance Committee Committee of the Whole, or
Village Board.

Notes

• If the project requires planning and zoning approvals, you must make these applications concurrent with this request.

Agreement

- I, by signing this application, agree to the following:
 - I have read and will abide by all the requirements of the Village for Tax Incremental Financing.
 - The information submitted is correct.
 - I agree to pay all costs involved in the legal and fiscal review of this project. These costs may include, but not be limited to, bond counsel, outside legal assistance, and outside financial assistance, and all costs involved in the issuance of the bonds or loans to finance the project.
 - I understand that the Village reserves the right to deny final approval, regardless of preliminary approval or the degree of construction completed before application for final approval.
 - The undersigned authorizes the Village of Maple Park to check credit references and verify financial and other information.
 - The undersigned also agrees to provide any additional information as may be requested by the Village after filing of this application.

Applicant Printed Name/Title	

RESOLUTION 2020-27

A RESOLUTION APPROVING THE REVISED MAPLE PARK TAX INCREMENT FINANCE (TIF) DISTRICT POLICY

WHEREAS the Village of Maple Park ("The Village") adopted and approved a Tax Increment Allocation Financing and the Redevelopment Project Area for the Maple Park Tax Increment Financing ("TIF") District; and,

WHEREAS, the President and Board of Trustees of the Village of Maple Park believes it is in the best interest of the health, safety, and welfare of its citizenry to move the TIF District forward by approving a TIF District Policy that will assist in the implementation of this economic development tool; and,

WHEREAS, the TIF District Policy will serve as a guideline to the Village and to private development the types of redevelopment projects that may be eligible for TIF Funds and,

WHEREAS, the Village Board approved the Resolution 2020-16 approving the TIF District Policy on August 4, 2020 and has determined that it is in the best interest of the Village to revise the TIF District Policy, TIF District General Improvement Assistance Grant (GIAG) application process and the TIF District Infrastructure Priority List, in order to change the General Improvement Grant Application Process to reflect the Committee of the Whole structure the implemented in October 2020 and to begin the GIAG Program in Fiscal Year 2021 rather than in Fiscal Year 2024; and,

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

Section 1. The Village Board approves the revised Tax Increment Finance (TIF) District Policy

Count	•	of the Village of Maple Park, Kane and ting held on, November 2020
Count	ies, minois at its regular board meet	ing neid on, ivovember 2020
:		
	Kathl	een Curtis, Village President

ATTEST:

Theresa D'Amato, Village Clerk

Village of Maple Park



Tax Increment Finance (TIF) District Policy Revised November 3, 2020

VILLAGE OF MAPLE PARK TAX INCREMENT FINANCE (TIF) DISTRICT POLICY TABLE OF CONTENTS

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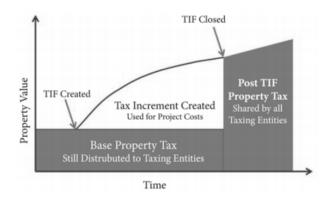


TAX INCREMENTAL FINANCE POLICY

WHAT IS TIF?

A Tax Increment Finance (TIF) is an economic development funding tool used to stimulate redevelopment in the areas with blight where redevelopment would be unlikely without some form of government stimulus. TIF Districts can also be used to provide public improvements such as water and sanitary systems or street improvements. These public improvements, combined with expected private investment, work together to revitalize properties inside the district.

When a TIF District is created property owners within the district continue to pay the same property tax rates as those outside the district. The difference (increment) is the tax collected, over and above the "base value" and that increment is what is placed into a separate fund that is used to pay project costs. The TIF District does not generate the increment through additional taxes. Once all costs incurred by the creation of the TIF are recouped by the additional increment created, the TIF District is closed, any remaining property taxes will be returned to DeKalb and Kane Counties so that they can be distributed back to the other taxing bodies. Taxing bodies include: fire protection, library and school districts; townships and township road districts; colleges, counties and the State. A TIF District expires 23 years from the date the TIF was enacted through a municipal ordinance. The Village's TIF District will expire on December 31, 2035, payable through December 31, 2026. From time-to-time the expiration date of a TIF District may be legislatively extended by the State Legislature, as it requires an Amendment to the TIF Act.



TIF funds can used to finance public infrastructure projects such as a wastewater treatment plant and sanitary sewer system improvements; a new water tower and water system improvements; the construction parking lots and/or decks and of course it can be used for street and storm sewer improvements. It can be used to assist existing business/property owners in rehabilitating their

buildings through façade or lighting improvement programs. It can also be used to assist the redevelopment of the land located within the TIF District. Redevelopment may include assistance to businesses looking to relocate and locate new commercial, light industrial, retail, residential, senior and elder assisting living facilities in Maple Park.

TIF Authority

The State of Illinois permits the formation of a TIF District pursuant to the Tax Increment Allocation Redevelopment Act, 65 ICLA 5/11-74.4 et seq.

On January 3, 2012, the Village of Maple Park enacted the following ordinances establishing the TIF District. Ordinance 2012-01, that approved the Redevelopment Plans and Projects for the Maple Park Tax Increment Finance (TIF) District – Redevelopment Plans and Projects, see the Village's website for the complete plan; Ordinance 2012-02 Designated the Redevelopment Project Area, see Attachment A; and Ordinance 2012-03 Adopts Tax Increment Finance for the Maple Park Tax Increment Financing District.

Purpose

The purpose of the Maple Park TIF District is to redevelop property that is currently underutilized for residential, commercial and light industrial development. The Redevelopment Plan allows the Village the ability to alleviate and/or remove blighted conditions such as the lack of public infrastructure or to repair/replace infrastructure that is in poor condition and it allows for public and private redevelopment projects that will benefit from tax increment financing.

"But For" TIF

The fundamental principle and one which the Village of Maple Park must determine based on the information submitted by the property owners/developers is that the project would not occur "but for" the assistance provided through Tax Incremental Financing. The burden is on the property owner/developer to make their case and not for the Village to make their case for owner/developer. Should the Village determination that the "but for" not be made, Tax Incremental Financing for the project cannot be approved.

TIF REDEVELOPMENT GOALS AND OBJECTIVES

The Maple Park TIF District Redevelopment Plan is expected to include, but is not limited to, the following general long-term goals and objectives:

1. Eliminate or reduce those conditions which qualify the Redevelopment Project Area as a Combination of Blighted and Conservation Areas.

- 2. Facilitate the completion of necessary public infrastructure to encourage residential, commercial and light industrial development within the Village of Maple Park.
- 3. Extend/upgrade storm drainage and sanitary sewer lines throughout the Area.
- 4. Improve and update antiquated and/or inadequate water lines, mains and distribution systems.
- 5. Improve and update streets, street lighting, landscaping, curbs, alleys, parks, public green space, recreational amenities, sidewalks, bike paths and other pedestrian walkways throughout the Redevelopment Project Area.
- 6. Leverages the maximum amount of non-Village funds into a development or redevelopment project back into the community.
- 7. Enhance the tax base for the Village and other taxing districts through coordinated, comprehensive planning efforts by either the public or private sectors which focus on efforts to improve infrastructure, property reuse, and the upgrade of existing buildings.
- 8. Attract new commercial development which complies with Village zoning and land use ordinances, increases assessed valuations and enhances the real estate tax base for the Village and creates additional employment opportunities within the community.
- 9. Attract tourism and retail/commercial businesses through the use of financial incentives offered by Tax Increment Financing and, thereby, increase retail business activity which will lead to an increase in municipal sales taxes for the Village.
- 10. Further improve the overall quality of life, health and well-being of the community.

WHAT REDEVELOPMENT IS TIF ELIGIBLE?

TIF eligible project costs are defined by Illinois State Statute, 65 ILCS 5/11-74.4-1 through 11-74.4-11. The Village believes that redevelopment within the TIF District Area would not occur without the use of tax increment financing; therefore, the Village plans to offer incentives to potential developers in order to encourage commitment and new private investment during the life of the TIF District. For specific incentive information, please refer to the Maple Park TIF District Redevelopment Plan dated January – 2012. Public and private projects that are in the Village's TIF Plan include, but are not limited to the following types of projects:

1. Public Infrastructure improvements that includes: Streets, sidewalks, curbs; water lines/mains and water treatment facility; sanitary sewer lines, lift stations and wastewater treatment facility: storm sewer and drainage facilities (retention ponds and detention basins); new municipal building, engineering, architectural, legal, administrative costs; other professional development, economic development staff, property assembly costs and marketing and capital costs of other taxing districts.

- The Village Board shall establish a TIF Infrastructure Project Priority List (Attachment B.) The list shall be reviewed and may be modified from time-to-time based on project completion and a "pay-as-you-go," strategy; however, that does not prevent the Village Board from issuing general obligation, revenue or other types of bonds to finance the work.
- 2. Commercial projects that consist of new building or rehabilitation or renovation of an existing commercial building.
- 3. Commercial General Merchandise projects that consist of new retail facilities requiring an investment between \$500,000 to \$3,000,000.
- 4. Commercial Convenience Store/Restaurant I project consists of a chain of convenience store/fast food facilities that employs at least three (3) supervisory personnel and 50 60 food service workers.
- 5. Commercial Restaurant II and III projects that construct or renovate an existing building and will employee at least two (2) supervisory personnel and 30 340 food service workers.
- 6. Commercial/Retail Strip Development project that requires a total investment that is projected to be \$5,000,000.
- 7. Commercial Hotel/Motel project that consists of 80 plus rooms, including a small meeting facility.
- 8. Commercial Storage/Mini-Warehouse projects that includes enclosed and/or outdoor miniature warehouse units.
- 9. Commercial Rehabilitation/Renovation for approximately ten (1) properties involving façade renovations, structural rehabilitation/expansion and other repairs to the existing buildings and facilities.
- 10. Light Industrial projects that consist of the construction of manufacturing facilities starting at 5,000 square feet to 100,000 square feet and employ between 10 and 75 employees or more.
- 11. Residential Townhome/Apartment Complex projects between 24 to 48 units with an average fair market value of \$150,000.
- 12. Residential Single-Family Housing Development between 100 to 400 homes phased in over a period between 10 and 15 years.
- 13. Residential Duplex projects that consist of 100 duplex units with a average fair market value of \$125,000.

- 14. Senior Living Facility project that consists of 65 senior housing units and facilities with an average fair market value of \$155,000.
- 15. Elder Assisted/Supportive Living Facility that consists of 10 private pay and 10 government subsidized housing units.
- 16. Residential Rehabilitation/Renovation projects that consist of approximately 24 residential buildings and includes work for such things as exterior siding, roof or other structural repairs.

Project must comply with the following:

- Land use as identified in the Zoning and Subdivision Ordinances.
- Certification of "No Displacement of Residential Units."
- Commitment to fair employment.
- Will require a total investment of the developer of a certain dollar amount or higher, based on the type of project.
- Must generate an increase in real estate tax increment over the life of the TIF District.
- And, depending on the project, must generate a new municipal sales tax increment over the life of the TIF District.

TYPES OF INCENTIVES

The following is a list of potential incentives the Board may consider. Not all incentives will be appropriate for all projects and some projects may necessitate creative incentives that may not be listed below.

- Tax Increment Financing
- General Improvements Assistance Grant Program, see Attachment C For existing commercial establishments located in the Village of Maple Park
- Other
 - Use of Village property and/or right-of-way for development at a reduced or no cost, excluding previously vacated right-of-way.
 - o Contribution toward public improvements or infrastructure
 - o Fee waivers for zoning, permits, etc.
 - Cooperative provision of municipal services

The Village reserves the right to deny any request for TIF assistance. There many important criteria and considerations that must be taken into account when evaluating possible TIF projects. The following a list of criteria a developer, busines owner or resident, should take into account when developing a request for TIF assistance and the Village Board should consider when determining when TIF assistance is warranted:

• Village incentives shall be limited to the minimum amount necessary to make the project feasible. Assistance will not be provided solely to increase the developer or business

- owner's profit margin. It is up to the Village's discretion to determine how many, if any assistance is necessary to make the project feasible;
- The applicant shall demonstrate that the project would not otherwise take place "but for" the incentive;
- A maximum dollar amount and term will be determined. The level of assistance should be awarded at the lowest possible level in the least amount of time by maximizing the use of private debt and equity financing first;
- All projects shall be reviewed on a case-by-case basis. Meeting all the criteria for TIF assistance does not guarantee that assistance will be awarded, nor does the approval or denial of one (1) project set a precedent for approval or denial of another;
- Assistance will be provided by a "pay-as-you-go" method. Up-front financing requests will be considered on a case-by-case basis provided there is sufficient increment generation to meet initial financing and debt service costs;
- Assistance for land/property purchases will not exceed the fair market value of the property. The Village will hire an independent appraiser and the appraisal cost will be reimbursed by the developer;
- Assistance shall not be provided for projects that would result in extraordinary demands on Village infrastructure or services;
- The developer is responsible for providing any additional information, such as market and feasibility studies, and appraisals, which the Village deems necessary to review the need for TIF assistance:
- The developer owner must provide adequate financial guarantees and enter into a TIF Assistance/Developer Agreement with performance measures that ensure completion of the project, and are not limited to letters of credit, cash escrow and personal guarantees. The developer must also demonstrate to the Village's satisfaction, the ability to construct, operate and maintain the proposed project;
- All projects must demonstrate the probability of economic success. The developer shall submit to the Village preliminary sales, data projections, and/or pro forma analyses concerning the subject site. The Village will hire an independent consultant to verify the developer's submissions and the resulting cost will be reimbursed by the developer through an escrow;
- The developer must retain ownership of the overall project until final completion. For projects intended as for-sale developments, individual condominium units may be sold as they are completed. For all other projects, the developer must retain ownership at least long enough to complete the project (as evidenced by the issuance of a final certificate of occupancy), stabilize its occupancy, establish project management and initiate property tax payments based on the increased project value;
- The Village will not provide mortgage guarantees.

Exceptions to TIF Policy. Village reserves the right to amend, modify, or withdraw these policies or require additional statements or information as deemed necessary. Any party requesting waiver from the guidelines found herein or on any other forms provided for TIF assistance may do so on forms provided by the Village with the burden being on the requestor to demonstrate that the exception to these policies is in the best interests of the Village.

TIF SUBMITTAL GUIDELINES

The Village requires certain information from every applicant requesting TIF Funds. The information the Village requests is critical in order to allow the Village to make proper informed decisions. Existing commercial businesses that are interested in making improvements to their interior and exterior façade shall complete the Village of Maple Park General Improvements Assistance Grant Program Application, Attachment C. All General Improvement Assistance Grant Program applications for TIF Funding are on a first come, first serve basis and shall follow the review process identified in Attachment D.

New redevelopment applications for TIF Funding that do not qualify for the General Improvement Assistance Grant Program are also on a first come, first serve basis and shall follow the process listed below.

- 1. Pre-application meeting is held between developer and the Village;
- 2. A Tax Increment Financing Application, see Attachment D, is submitted by the developer to the Village;
- 3. Village Management, and it chosen consultant(s) will conduct a review of the submitted documentation
 - A. Calculate potential sales tax, property tax, utility tax, water revenue, miscellaneous one-time fees (building permits, fee-in-lieu charges, water and sanitary sewer connection fees, etc.)
 - B. Determine if there are any State or County incentives available to coordinate a joint incentive package;
- 4. Presentation of request, management and analysis and recommendation to the Committee of the Whole;
- 5. Village Management prepares draft TIF Assistance/Developer Agreement as recommended by the Committee of the Whole; if applicable;
- 6. The Committee of the Whole recommendation, management recommendation, and draft TIF Assistant/Developer Agreement is forwarded to the Village Board, if applicable; and
- 7. Village Board Meeting for final consideration of TIF assistance request.
- 8. Execution of the TIF Assistance/Developer Agreement between the Village and Developer.
- 9. TIF Assistance/Developer Agreements shall include the following provisions:
 - A. Reimbursement for Failure: The TIF Assistance/Developer Agreement will contain a claw-back provision to the Village for reimbursement of a pro-rates share of the assistance based on specific time periods should a developer associated with the assistance cease to operate during the terms of the agreement or another specified period of time;

B. Look-Back Provision: The look back mandates a developer to provide the Village or its Financial/Municipal Advisor with evidence of its annualized cumulative internal rate of return on the investment (IRRI) at specified periods of time after project completion. The IRRI shall be calculated with equity, revenues, and expenses in accord with generally accepted accounting principles.

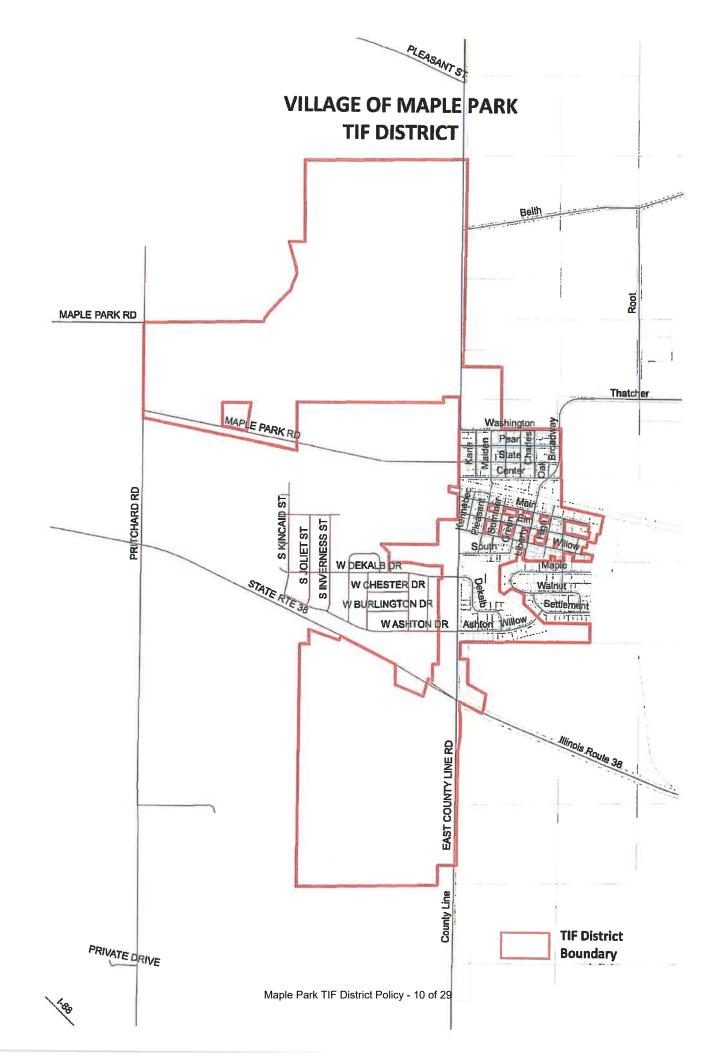
When the developer owns the subject property and rents space to tenants, supporting documentation shall include certified records of project costs and revenues including lease agreements and sales on a per square foot basis. If the records indicate that the developer has received a higher return on equity, a higher return on cost, or a higher internal rate of return than originally proposed to the Village at the time of development agreement, the developer and the Village shall split, on a 50/50 basis, the increase above the originally projected rates of return.

When the subject property is a for-sale development and the IRRI cannot be completed, the developer is to provide financial data after the project is completed. This shall include a calculation of profit on total development costs minus the TIF assistance. If the financial records indicate that the developer has received a higher return on equity, a higher return on cost, or a higher internal rate of return than originally contemplated at the time of development agreement approval, the developer and the Village shall split, on a 50/50 basis, any increase at or above original projected rates of return.

The Village Board has the final authority to negotiate the terms of any economic incentive or to deny approval of an incentive proposal. The proceeding guidelines do not limit Village Board action.



VILLAGE OF MAPLE PARK ATTACHMENT A – TIF DISTRICT MAP





VILLAGE OF MAPLE PARK ATTACHMENT B – TIF INFRASTRUCTURE PROJECT PRIORITY LIST

VILLAGE OF MAPLE PARK TIF DISTRICT - PUBLIC INFRASTRUCTURE PRIORITY LIST

Year 5 FY2025								193,000		22,600		5,300	14.300		009'9							15,000 275,700
Year 4 FY2024		275,000		125,000	1,825,000	5,500,000			275,000		175,000											15,000
Year 3 FY2023																	250,000	120,000				15,000 15,000 15,000 20,000 385,000 8,190,000
Year 2 FY2022																					5,000	
Curent Fiscal Year - Year 1 FY2021	15,930		25,000																			15,000
Past Fiscal Year -																						0
Make/Model																						
Manufacturer/ Work To Be Done																			Construction - Pavement	Horn Installation	Parking Study General Improvemets	Assistance Grants - 5 @ \$3,000 ea.
Desscription	Televise, Root Cut, Jet Storm Sewer - Pearl Street	WWTP Facility (New) - 3.23 Acre Land Purchase, Appraisal, Legal/Closing	Water Tower - Engineering	WWTP Facility (New) - Engineering/Design/Permitting	Water Tower - Construction	WWTP Facility (New) Construction	WWTP-0010 Demolish/Remove WWTP Bldg.	150,000 gallon waterspheroid** - Item #1 Blast Clean/Repaint/Containment, Item #6 Coat Foundation; Item #8 Ring Couplings; Items #11, 12 #	Decommission/Remove Cesspools at WWTP	150,000 gallon waterspheroid - Items #2 Abrasive Blast Clean; Item #3 Install Clips/Pressure Fitting for Cathodio Protection	WWTP - Generator, ATS, electric, pad, natural gas piping	150,000 gallon waterspheroid - Item #4 Blast Clean Pit Pipe/Repaint; Item #5 Repair Spalling Concrete Foundation	150,000 gallon waterspheroid - them #7 install Handrail/Painter's Railing on Rooff; Item #8 Replace Globe/Cage for Light Fixture; Them #10 Install Ladder Extension on Condensate Plat.	150,000 gallon waterspheroid - Item #14 Remove Glandular Expansion Joint Replc. WBellows: Item #15 Install AL Cover over FIII/Draw Pipe	150,000 gallon waterspheroid - Item #16 Install Mud Valve, Item #17 Replace Condensate Drain Line	Civic Center - Space Needs Study	Civic Center - Generator, Pad and ATS	Public Works Garage	Maple - Walnut to end of street at corn field		Main to Kennebec - Downtown	TIF-0004 through TIF-0008
CIP ID #	TIF-003	WWTP-0002	W-0015	WWTP-0003	W-0022	WWTP-0004	WWTP-0010	W-0033	WWTP-0011	W-0034	WWTP-0008	W-0035	W-0036	W-0037	W-0038	A-0016	A-0031	A-0034	MFT-0005	TIF-0002	RB-0008	13-00
Fund/Dept.	13-00	56-10	54-00	56-10	54-00	56-10	56-10	52-10	56-10	52-10	56-10	52-10	52-10	52-10	52-10	01-10	01-10	01-10	19-00	13-00	15-00	
Category	Streets	WWTP	Water Improv.	WWTP	Water Improv.	WWTP	WWTP	Water	WWTP	Water	WWTP	Water	Water	Water	Water	Admin	Admin	Admin	MFT	TIF	Road & Bridge	TIF.
Work	WA4	WA6	WA1	WA6	WA1	WA6	WA6	WA1	WA6	WA1	WA6	WA1	WA1	WA1	WA1	WA4	WA4	WA4	WA4	WA3	WA1	W A4
TIF Priority#	-	2	က	4	2	9	7	ω	6	10	7	12	13	4	15	16	17	18	19	20	21	22



VILLAGE OF MAPLE PARK

ATTACHMENT C – GENERAL IMPROVEMENTS ASSISTANCE GRANT PROGRAM

Village of Maple Park



TIF District General Improvements Assistance Grant Program

Maple Park Tax Increment Financing (TIF) District

In 2012, the Village of Maple Park established its first Tax Increment Financing (TIF) District an effort to stimulate new private investment, encourage economic development and improve public infrastructure. As a result, the Village now offers various ways of helping property owners and/or tenants located within the Maple Park TIF District area to reduce the costs of residential, commercial and industrial redevelopment projects. The Maple Park General Improvements Assistance Grant Program is one method of helping existing businesses.

Maple Park General Improvements Assistance Grant Program

PURPOSE:

The primary goal of the Village of Maple Park's General Improvements Assistance Grant Program is to visibly enhance, preserve and rehabilitate the commercial properties within Maple Park's Tax Increment Financing (TIF) District, an area which encompasses the historic downtown business district and includes commercial properties located along County Line Road. TIF District was established in 2012 to stimulate private, economic development and while also improving, updating and maintaining our public infrastructure. The Village utilizes TIF resources to annually fund the Maple Park General Improvements Assistance Grant Program, hereinafter "Program", which is outlined in this application.

FUNDING:

This grant covers up to 50% of the TIF Eligible Costs and are awarded on a first come, first served basis. Business and property owners within the Maple Park TIF District may be eligible for a maximum \$5,000.00 reimbursement grant. The Applicant is required to match or exceed any awarded program funding through an investment of their own capital toward the project's total cost.

PROPERTY ELIGIBILITY:

To be eligible for reimbursement of project costs under this Program, the following requirements and conditions shall be met:

- o The property must be a commercial establishment that is located within Maple Park's TIF District (see TIF boundary map on Village's website www.VillageofMaplePark.org); and Properties must not be in arrears of property assessments, municipal utilities, or taxes; and
- o The total project cost must not exceed \$10,000.00; and
- O The Applicant must be either (1) the owner of a building within Maple Park's TIF District, or (2) the owner of a business within Maple Park's TIF District, who has a valid lease of at least a 1-year term and has written permission documentation from the property owner allowing them to make changes to the building; and
- O The improvement project must be for one or more of the items listed as eligible for reimbursement below; and

- o Repair, renovation, or installation projects started prior to the submission of a grant application are ineligible for reimbursement of project costs under this Program; and
- The Property must not have received a grant under this program within the immediately preceding three (3) years.

ELIGIBLE COSTS FOR REIMBURSEMENT:

Grants are issued in the form of reimbursements for eligible expenses once the work has been completed. This program allows for the reimbursement of the following exterior and interior work:

- O Driveway/parking lot paving replacement (excluding new lot driveway patching, Sealcoating) must be replacement or resurfacing the entire lot, if less than 2,000 sq. ft., or a minimum of 2,000 sq. ft. if not entire lot.
- o Sidewalk replacement (excluding crack repair, maintenance) connecting to adjacent property sidewalks, commercial properties along Main, County Line Road, and Route 38 must be a minimum of 8 ft. wide and extend to the curb and comply with all other Village requirements.
- o HVAC Replacement
- O Structural Repairs that have framed property unsafe
- o Exterior Windows
- o Exterior Doors
- o Exterior Siding
- o Interior ADA Compliance Upgrades
- o Major Interior Remodeling, that includes a removal, additions or moving of walls tomake space more usable.
- o Interior Electrical Upgrade to Bring to Code
- o Interior Installation or Fire Suppressions System

INELIGIBLE REIMBURSEMENT COSTS:

- Maintenance
- o Painting
- o Signage

PROGRAM REVIEW AND APPROVAL PROCESS:

All Applicants are on a first come, first serve basis. Applications are limited to one (1) grant per parcel, per fiscal year (Village of Maple Park's fiscal year is May 1st - April 30th.) The Village has established an initial annual program allocation of \$15,000.00 per fiscal year so Applicants are encouraged to file by December 31 and if approved, execute the improvements as soon as possible. The Village encourages you to employ or purchase services, products and materials available within the Village whenever possible. The Program process is as follows:

- 1. Application submitted along with required supportive documentation and photographs.
- 2. Attend Committee of the Whole Meeting, under Finance Items to discuss/answer questions about your application and subject property.
- 3. At the same meeting, the Committee of the Whole will review your application and either a) ask for clarification and re-submittal, or b) make a decision as to whether to grant or deny "preliminary approval" and recommend to the Village Board that the application is eligible to proceed.
- 4. Notice to Proceed letter from the Village Clerk. (*Steps 3 & 4* confirm your application's place in line for funding as long as the following steps are completed.)

- 5. Applicant will execute improvements within 5-months and <u>be</u> completed within 11-months of Village's notice to proceed. Extension requests must be made in writing. However, the Applicant may risk a depletion of funds within the fiscal year. The Village may modify this time-line on a case-by-case basis based on the project's specific factors.
- 6. After project is completed, submit "close-out" items to Village Clerk and Committee of the Whole for review and final approval and the next scheduled Committee of the Whole Meeting.
- 7. "Close-out" items include:
 - O Letter stating that the project is now complete and the applicant is seeking reimbursement for a specific dollar amount
 - O Written documentation that all inspections have been passed List the following:
 - Date of Inspection
 - Type of Inspection
 - If the inspection passed or failed (will be validated by the Village)
 - Invoices for purchases of goods/services for project costs Invoices should be itemized
 - o Invoice payment documentation List the following:
 - Date of Transaction
 - Check # or credit card payment information
 - Bank or credit card statements that confirm payment
 - o "After" photos of the completed work Digital and hard copy should be provided with packet.
- 8. Upon recommendation from the Committee of the Whole, the Village Board shall approve the final disbursement of grant reimbursement funds at the following, monthly Village Board Meeting.
- If the Applicant has not met one or any of these requirements, the Committee of the Whole will re-evaluate the status of the project and may unilaterally rescind or modify the amount of the grant.

For more information and applications relating to the Maple Park General Improvements Assistance Grant Program please contact:

Maple Park Village Hall, 302 Willow Street, PO Box 220, Maple Park, IL 60151-0220; Phone (815) 827-3309



Property Owner's Signature if not the same as above.

Village of Maple Park

TIF District General Improvements Assistance Grant Program Application

Business owners within the Maple Park TIF District may be eligible for a *Maple Park TIF District General Improvements Assistance Grant* to improve deteriorated, structures within the Maple Park TIF District Redevelopment Area. General Improvements Grants for 50% of eligible costs up to \$5,000.00 are awarded on a first come, first served basis and are limited to one grant per property within the immediately preceding three (3) years. The *Maple Park TIF District General Improvements Assistance Grant* program is funded annually by the Village of Maple Park and the Village encourages you to buy within the Village whenever possible.

Name o	of Business Owner(s):	Address:
Name o	of Property Owner(s):	Address:
Applic	ant/ContactPerson:	Address:
Applica	ant Daytime Telephone:	E-mail:
- •	Owner Contact Information, if difference Telephoner	
	•	E-mail:
	scription;	
Project Stre	et Address:	Within TIF District? ☐ YES ☐ NO
· · · · · ·		Tax Bill Attached?
1 ,	tems to Include with Your Initial App	
· /	Copy of the most recent, paid propert	
/		u(s) of improvement; exterior wall(s), roofs, doorways, etc.
/	1 1 1	r, provide a simple, hand drawn diagram of the building's footprint
·	•	ension, indicate that respective wall's height (to the best of your ability).
	Include your name and address on thi	
1	•	your project application is an agenda item.
Required (e e	ent (see General Improvement Assistance Grant Program for full list):
1 ✓		oject costs and accounting records validating payment.
✓	"After" photos* of the completed wo	
1		eeting to review and approve project (close-out).
*All photo su	•	\times 11 paper or photographs (3.5×5 or 4×6) The V illage reserves the right to request digita
-	raphs as well as field verify all submitted dimens.	
, , , , ,		
		00.00 \$
	1.1	– 5.00
	, 1	
	, •	+
	Net Grant Amount	\$
IF District		s and a copy of most recently paid property tax bill prior to receiving $Maple\ Park$ s. Village will measure the project and require before-and-after photos of the
D :	Date:	
Busines	ss Owner's Signature Mapl	Village of Maple Park Park TIF District Policy - 17 of 29

Page 2 - Application cont.

ELIGIBLE ITEMS INCLUDE:

Exterior:

- Driveway/parking lot paving replacement (excluding new lot/driveway patching, Sealcoating) must be replacement or resurfacing the entire lot, if less than 2,000 sq. ft., or a minimum of 2,000 sq. ft. if not entire lot.
- Sidewalk replacement (excluding crack repair, maintenance) connecting to adjacent property sidewalks, commercial properties along Main, County Line Road, and Rt 38 must be a minimum of 8 ft. wide and extend to the curb and comply with all other Village requirements.
- HVAC Replacement.
- Structural Repairs that have framed property unsafe.
- Exterior Windows.
- Exterior Doors.
- Exterior Siding

Interior:

- ADA Compliance Upgrades.
- Major Interior Remodeling, that includes a removal, additions or moving of walls to make space more usable.
- Electrical Upgrade to Bring to Code.
- Installation or Fire Suppression System.

NON-ELIGIBLE ITEMS:

- Maintenance
- Painting
- Signage



VILLAGE OF MAPLE PARK ATTACHMENT D – TIF FINANCING APPLICATION

Village of Maple Park

TAX INCREMENTAL FINANCING APPLICATION

Please complete and submit the following information to the Village of Maple Park for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) assistance. The application is comprised of four parts: 1) Applicant Information, 2) Project/Property Information, 4) Project Budget/Financial Information, and 4) Attachments.

Where there is not enough space for your response or additional information is requested, please use an attachment. Use attachments only when necessary and to provide clarifying or additional information.

The Committee of the Whole reviews all applications for TIF assistance. Failure to provide all required information in a complete and accurate manner could delay processing of your application and the Committee of the Whole reserves the right to reject or halt processing the application for incomplete submittals.

For further information please refer to the "Village of Maple Park Tax Incremental Financing Policy" document.

Applicant Information Legal Name: Mailing Address: ____ Email: Phone: Individual(s) Legal Entity (check one): ☐ Joint Tenants ☐ Tenants in Common Corporation □LLC ☐ Partnership Other: If not a Illinois corporation / partnership / LLC, state where organized: Will a new entity be created for ownership (check one)? □No Yes Principals of existing or proposed corporation / partnership / LLC and extent of ownership interests: Address Name Title Interest Is any owner, member, stockholder, partner, officer, or director of any previously identified entities, or any member of the immediate family of any such person, an employee of the Village of Maple Park (check one)? ☐ Yes If yes, give the name and relationship of the employee: Have any of the applicants (including the principals of the corporation / partnership / LLC) ever been charged or convicted of a misdemeanor or felony? □ No If yes, please furnish details:

Project / Property Information Property Summary: Project Narrative Parcel / Land Area: _____ SF Overall Project Summary and Objectives: _____ Building Area: _____SF # of Dwelling Units: _____ # of Stories: _____ # of Parking Spaces: _____ Current and Proposed Uses: Description of End Users: Describe any zoning changes that will be needed: Identify any other approvals, permits, or licenses (i.e. Liquor License, Health Department, etc.): Describe briefly what the project will do for the property and neighborhood:

Project Time	line
Step	Date
Final Plan / Specification Preparation	
Bidding and Contracting	
Firm Financing Approval	
Construction / Rehabilitation	
Landscaping / Site Work	
Occupancy / Lease Up	
Development Team	
Developer:	Architect:
Surveyor:	Contractor:
Other Members:	
Describe Development Team expertise and experience in	developing similar projects:
Other current Development Team projects in development	:
Financial ability of the applicant to complete the project:	
Full and part-time jobs to be created by the proposed project	ect including estimated salary:

Professional Studies

Market Studies: Applications for commercial and residential projects must include a comprehensive market study. The market study must identify target markets, analysis of competition, demographics, market rents, letters of intent/interest from prospective tenants, or for housing developments, sale prices or rental rates of comparable properties.

Appraisal: All projects that involve the transfer of land must include a recent appraisal. Projects that include land as a form of equity or collateral must also submit a recent appraisal. The appraisal must value the property "as is", and the impact on value must be considered for such items as demolition, environmental remediation, relocation of utilities, lease buy-outs, and other work necessary to make the site developable. The property must be valued assuming that the highest and best use is the proposed use.

Project Budget / Financial Information

Identify the sources of funds used to finance the project. Typical sources include equity, lender financing, mezzanine financing, government financing, other anticipated types of public assistance, and any other types or methods of financing.

Use of Funds	Amount (\$)	\$ per SF of Building Area
Land Acquisition		
Demolition		
Environmental Remediation		
Site Clearance and Preparation		
Soft Costs / Fees		
Soft Cost Contingency		
Hard Construction Costs		
Total Projected Costs		

Sources of Funds	Amount (\$)			% of total project costs
Equity				%
Developer Equity				%
Other:				%
Total Equity				%
Loans		Rate	Term	
Construction Financing		%	mos.	
Permanent Financing		%	yrs.	%
TIF Assistance				%
Other:				%
Total Sources of Funds				100%

Source Amount	Terms: Years / Interest	Contact Information
Equity:		
Loans:		
1.		
2.		
3.		
4.		

Detailed Pro Forma (must correspond to line iter	ns for Use of Funds on previous page)
Land Acquisition	\$
Demolition	\$
Site Clearance	
Infrastructure	\$
Utilities / Removal	\$
Utilities / Relocation	\$
Utilities / Installation	\$
Hazardous Materials Removal	\$
Other:	\$
Total Site Clearance and Preparation	\$
Soft Costs / Fees	
Project Management (%)	\$
General Contractor (%)	\$
Architect / Engineer (%)	\$
Developer Fee (%)	\$
Appraisal	\$
Soil Testing	\$
Market Study	\$
Legal / Accounting	\$
Insurance	\$
Title / Recording / Transfer	\$
Building Permit	\$
Mortgage Fees	\$
Construction Interest	\$
Commissions	\$
Marketing	\$
Real Estate Taxes	\$
Other Taxes	\$
Other:	\$
Other:	\$
Sub-Total Soft Costs / Fees	\$
Soft Cost Contingency	\$

Pro Forma Income and Expense Schedule

Applicants whose projects involve the rental of commercial, retail, industrial, or living units must submit project pro formas that identify income and expense projections on an annual basis for a minimum five-year to a maximum eleven-year period. If you expect a reversion of the asset after a holding period please include that in your pro forma as well. Please check with Village staff to determine the time period needed for the pro forma. Identify all assumptions (such as absorption, vacancies, debt service, operational costs, etc.) that serve as the basis for the pro formas. Two sets of pro formas are to be submitted. The first set should show the project without TIF assistance and the second set with TIF assistance.

For owner-occupied industrial and commercial projects, detailed financial information must be presented that supports the need for financial assistance (see below).

Analysis of Financial Need

Each application must include financial analyses that demonstrate the need for TIF assistance. **Two analyses must be submitted: one WITHOUT TIF assistance and one WITH TIF assistance.** The applicant must indicate the minimum return or profit the applicant needs to proceed with the project and rationale for this minimum return or profit. The analyses will necessarily differ according to the type of project that is being developed.

Rental Property: For projects involving rental of space by the developer to tenants (tenants include offices, retail stores, industrial companies, and households), an internal rate of return on equity must be computed with and without TIF assistance based on the proforma of income and expense prepared for the **Income and Expense Schedule** below. The reversion at the end of the ten-year holding period must be based on the capitalized 11th year net operating income. The reversionary value is then added to the 10th year cash flow before discounting to present value. State all assumptions to the analyses.

For Sale Residential: Show profit as a percent of project cost (minus developer fee and overhead and minus sales commissions and closing costs, which should be subtracted from gross sales revenue). Other measure of profitability may be submitted, such as profit as a percent of sales revenue.

Mixed Use Commercial / For-Sale Residential: Provide either separate analyses for each component of the project or include in the revenue sources for the for-sale portion, the sale value of the commercial component based on the net operating income of the commercial space at stabilization. Indicate how the sale value was derived.

Owner-Occupied Commercial: For projects, such as "big-box" retail projects, provide copies of the analyses that the company needs to meet or exceed the company's minimum investment threshold(s) for proceeding with the project.

Competitive Projects: In instances where the Village is competing with other jurisdictions for the project (e.g., corporate headquarters, new manufacturing plant), present detailed analyses that demonstrate the capital and operating cost differential between the proposed location(s) in Maple Park and locations that are seriously being considered by the applicant.

Revenue Projec	ctions – Rental I	Project	
	Year 1	Year 2	>>Year 11
Income rent per sf (or avg.)	\$	\$	\$
Commercial Rent	\$	\$	\$
Commercial Expense Recoveries	\$	\$	\$
Residential Rent	\$	\$	\$
Other Revenue:	\$	\$	\$
Gross Potential Income	\$	\$	\$
Commercial Vacancy%	\$	\$	\$
Residential Vacancy%	\$	\$	\$
Effective Gross Income (EGI)	\$	\$	\$
Expenses			
Maintenance & Repairs	\$	\$	\$
Real Estate Taxes	\$	\$	\$
Insurance	\$	\$	\$
Management Fee	\$	\$	\$
Professional Fees	\$	\$	\$
Other Expense:	\$	\$	\$
Other Expense:	\$	\$	\$
Total Expenses	\$	\$	\$
Net Operating Income (NOI)	\$	\$	\$
Capital Expenses (reserves, tenant improvements, commissions)	\$	\$	\$
Debt Service	\$	\$	\$
Net Cash Flow (before depreciation)	\$	\$	\$
Reversion in Year 10			
Year 11NOI before Debt & Capital Expenses	\$		
Capitalization Rate	%		
Gross Reversion	\$		

	Revenue Proje	ctions – For-Sa	ale Project	
Gross Sales Revenue				
Housing Units	Unit Type*	Number	Price / Unit	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
Total Housing Sales: *affordable units if any				\$
Housing Unit Upgrades:				\$
Commercial Space	Unit Type	Size (SF)	Price per SF	
			\$	
			\$	
			\$	
Total Commercial Sales				\$
Total Gross Sales				\$
Revenue				
Cost of Sales				
Commissions	%	\$		
Marketing	%	\$		
Closing	%	\$		
Other Costs:	%	\$		
Total Costs of Sales	%			\$
Net Sales Revenue				\$

Attachments

Summary Letter

Provide a summary of the project in the form of a letter addressed to the Village Administrator. The letter should not exceed two (2) pages in length and should include only the following essential information about the project:

- Description of site or building
- Description of end users
- Profitability
- Overview of private-sector financing
- Summary of increment projections
- Total development costs

- Current and proposed uses
- Project start and end dates
- Description of public benefits, including job creation
- Amount of TIF assistance requested
- Name of developer and owner
- Statement regarding why TIF is essential and why the "but for" provision will be met

Note: In the "but for" discussion, you must clearly describe why TIF is needed to help this project and why the project will not / cannot proceed without such support. Failure to clearly provide the "but for" explanation will delay action on your application.

Project Narrative

Provide an in-depth overview of the project in narrative format. The narrative must include a description of the following aspects of the project:

- Current condition of the site and historical overview that includes the size and condition of any
 existing structures, environmental conditions, and past uses of the site.
- Proposed use(s) of project (e.g. industrial, commercial, retail, office, residential for sale or rental, senior/assisted housing, etc.).
- Construction information about the project including: size of any existing structure to be demolished or rehabbed; size of any new construction: types of construction materials (structural and finish); delineation of square foot allocation by use; total number and individual square footage of residential units; type of residential units (e.g. for-sale, rental, condominium, singlefamily, etc.); number of affordable residential units; number and type of parking spaces; and construction phasing.
- A summary of the proposed "green" features to be included in the project. All projects that receive TIF assistance are encouraged to include environmentally friendly features.

Filing Requirements

You must provide all of the following items with your signed application:

- Fee: An application fee of 1% for projects with assistance up to \$100,000, 2% for projects with assistance between \$100,000 to \$499,999, or 3% for projects with assistance at \$500,000 or greater. This fee is to cover Village costs associated with evaluating the TIF application. Make your check payable to the Village of Maple Park.
- Site Maps: Provide a map that shows the location of the site. Also provide a map that focuses on the project and its immediate surroundings. Both maps should be no larger than 11x17 inches. Larger maps may be required for projects presented to the Plan Commission, Committee of the Whole, or Village Board.

• **Project Renderings:** Provide preliminary architectural drawings, plans, and renderings for the project. These drawings should be no larger than 11x17 inches. Larger drawings may be required for projects presented to the Plan Commission, Committee of the Whole, or Village Board.

Notes

• If the project requires planning and zoning approvals, you must make these applications concurrent with this request.

Agreement

- I, by signing this application, agree to the following:
 - I have read and will abide by all the requirements of the Village for Tax Incremental Financing.
 - The information submitted is correct.
 - I agree to pay all costs involved in the legal and fiscal review of this project. These costs may include, but not be limited to, bond counsel, outside legal assistance, and outside financial assistance, and all costs involved in the issuance of the bonds or loans to finance the project.
 - I understand that the Village reserves the right to deny final approval, regardless of preliminary approval or the degree of construction completed before application for final approval.
 - The undersigned authorizes the Village of Maple Park to check credit references and verify financial and other information.
 - The undersigned also agrees to provide any additional information as may be requested by the Village after filing of this application.

Applicant Printed Name/Title	
Applicant Signature	Date

VILLAGE OF MAPLE PARK KANE AND DEKALB COUNTIES, ILLINOIS

ORDINANCE NO. 2020-21

AN ORDINANCE TO SUPPLEMENT THE APPROPRIATION ORDINANCE FISCAL YEAR 2021 FOR THE VILLAGE OF MAPLE PARK, ILLINOIS

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

ORDINANCE NO. 2020-21

AN ORDINANCE TO SUPPLEMENT THE APPROPRIATION ORDINANCE FISCAL YEAR 2021 FOR THE VILLAGE OF MAPLE PARK, ILLINOIS

WHEREAS, the Village of Maple Park (Village) is a non-home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Governor of the State of Illinois on March 9, 2020 has declared a Disaster and on March 26, 2020 the President of the United States has accepted that declaration; and,

WHEREAS, on May 5, 2020 the Governor issued the Restore Illinois Plan in order to begin re-opening the State of Illinois, and on May 20, 2020 the Governor further modified the Restore Illinois Plan and on August 21, 2020 the Governor extended the Disaster Declaration to September 19, 2020; on September 18, 2020 the Governor extended the Disaster Declaration to October 18, 2020 and on October 16, 2020 the Governor extended the Disaster Declaration to November 14, 2020; and,

WHEREAS, the Village deems it is necessary and beneficial to seek reimbursement of the Village's expenditures, such as personnel, commodities, materials, projects and contracted services, etc. associated with combatting the coronavirus; and,

WHEREAS, it is in the best interest of the Village that financial support for these expenditures is provided through the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") which established the Coronavirus Relief Fund (CRF) and that the Village is eligible to receive and to accept CRF funds; and,

WHEREAS, the Village is seeking to be reimbursed for COVID expenditures that were not budgeted for in the Fiscal Year 2020 and Fiscal Year 2021 for the period of March 1, 2020 through December 30, 2020; and,

WHEREAS, the Village of Maple Park applied for and has been awarded an allocation of funds from CARES Act/Coronavirus Relief Funds in an amount not to exceed \$40,611; and

WHEREAS, the Village acknowledges that it is in the best interest of the Village to accepts the allocation in Resolution 2020-25 by authorizing the Village President to sign the Intergovernmental Recipient Agreement with for Coronavirus Relief Funds with the County of Kane so the Village can be reimbursed for costs associated with combatting the coronavirus; and,

WHEREAS, the Village Board must amend the Village's Appropriation Ordinance in order to reflect receiving its \$40,611 allocation of Coronavirus Relief Funds.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS AS FOLLOWS:

Section 1: That the below listed Appropriation in the Annual Appropriation Ordinance of the Village of Maple Park, Illinois for Fiscal Year beginning on May 1, 2020 and ending on April 30, 2021, commonly known as Village of Maple Park Ordinance No. 2020-07, is hereby supplemented as follows:

A. CARES/Coronavirus Relief Funds: Line Item 01-00-4910.20 Reimbursement Income - Kane/CARES, the Village will receive \$40,611. The new revenue amount is \$45,611. All other provisions of Village of Maple Park Ordinance No. 2020-07 shall Section 2. remain in full force and effect without change. Section 3. This Ordinance shall be effective immediately upon its passage by the Board of Trustees, its approval by the Mayor, and its publication as provided by law. Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are repealed insofar as they conflict. Section 5. If any section, clause or provision of this Ordinance is declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid, and this Board of Trustees hereby expressly declares that it would have enacted this Ordinance even with the invalid portion deleted. **PASSED** this _____day of ______, 2020, pursuant to roll call vote as follows:

AYES:		
NAYS:		
A R S E M T ·		
	APPROVED this day of, 2020.	
	Kathleen Curtis, Village President	
	(SE	AL)
ATTEST:		
Theresa D'Amato, Village Clerk		

CLERK'S CERTIFICATE

STATE OF ILLINOIS)) SS
COUNTIES OF DEKALB AND KANE) 33
I, Theresa D'Amato, certify that I am the c	luly appointed Village Clerk of Maple Park,
DeKalb and Kane Counties, Illinois.	
I further certify that on theday of	, 2020, the Board of Trustees of the Village
of Maple Park passed and approved Ordinance	2020-21, entitled "AN ORDINANCE TO
SUPPLEMENT THE APPROPRIATION ORDIN	NANCE FISCAL YEAR 2021 FOR THE
VILLAGE OF MAPLE PARK, ILLINOIS."	
The pamphlet form of Ordinance 2020-21 w	as posted in the Village Hall, commencing on
Copies of the Ordinance were also avail-	able for public inspection upon request in the
office of the Village Clerk.	
Dated at Maple Park, Illinois, thisday or	f, 2020.
(SEAL)	
Theresa D'Amato, Village Clerk	<u></u>



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

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach

DATE: October 23, 2020

SUBJECT: ORDINANCE 2020-22 - GRANTING A SIX-MONTH EXTENSION OF THE SPECIAL

USE PERMIT TIME LIMIT TO THE IDEAL UNITED GROUP, INC. IN ACCORDANCE WITH TITLE 11 "ZONING REGULATIONS," CHAPTER 11 "ADMINISTRATION AND ENFORCEMENT," SECTION 11-11-9.A, "VARIATIONS OR SPECIAL USES," FOR THE PROPERTY LOCATED AT 18663 COUNTY LINE ROAD, MAPLE PARK,

ILLINOIS

BACKGROUND

On April 2, 2019, the Village Board approved Ordinance 2019-03 granting a Special Use Permit in the B-2 General Commercial District permitting the operation of a commercial cleaning business for 18663 East County Line Road.

On October 18, 2019, Mr. Mario Mendez of the Ideal United Group, filed a "New Construction Permit Application – MP 19-91," along with site improvement and preliminary demolition documentation and the ordinance required escrow deposit; however, the submission did not include actual building construction plans.

Staff sent Mr. Mendez on April 23, 2020 via letter, asking if additional guidance was needed regarding the site improvement plans and the water and sanitary sewer connection drawings. In the meantime, Mr. Mendez had changed engineers and was working with another firm in order to move his project forward. Staff met with Mr. Mendez and his new firm, via Zoom on May 11, 2020. At that time, Mr. Mendez was advised on the submission requirements needed to move the building permit/site development process along.

A meeting follow-up letter and packet, including an updated engineering review was sent on June 22, 2020. The packet included a letter stating the next steps in the process and included a copy of the demolition permit application and DeKalb County contact information for septic systems. Also, at that time, a reminder that the building permit application documentation needed to be submitted by October 2, 2020, otherwise the 18-month time limitations for permit filing would expire was provided. On July 2, 2020, a 90-day reminder letter regarding the expiration date for the building permit application documentation was sent.

On September 15, 2020 Mr. Mendez was contacted regarding the status of the project. At that time Mr. Mendez stated that he would have the permit information submitted by Friday, September 18; however, the Village did not receive any submission. Mr. Mendez also stated that originally, he intended to file the permit application paperwork in March 2021. Staff informed Mr. Mendez that the Village Attorney would be consulted regarding what would need to transpire if filing is March 2021 was to occur.

The Village Attorney was consulted and instructed that an ordinance extending the time limitations on the building permit application filing deadline from 18 months to 24 months, meaning that a six-month extension was needed and that the applicant should submit, in writing, a request that the Village President and Board of Trustees consider a six-month extension on the building permit application deadline for the property. The proposed ordinance grants an extension of the building permit application submission deadline needed to maintain the viability of the Special Use Permit that was issued for 18663 East County Line Road, as identified in Section 11-11-9.A.:

11-11-9: TIME LIMITATIONS: TIME

A. Variations Or Special Uses: An approval pursuant to the provisions of this title of a variation, special use, or special use for a planned development shall become null and void should a building permit to begin construction not be applied for within eighteen (18) months of the approval of the ordinance, unless this time limit is expressly extended by ordinance, by the board of trustees.

On October 1, 2020, Mr. Mendez submitted a letter to the Village requesting that the Village Board an extension. The letter cited financial conditions and that winter is approaching as two (2) of the reasons for the request. Staff is in support of this extension since the project continues to move forward; the Village Engineer received revised hard copy drawings of the site improvements, including water and sanitary sewer drawings on October 7, 2020. Granting the request would also address the financial conditions that Mr. Mendez by providing more time to space out payments to his firms and would give the whole winter for the remainder of the site improvement and building application process to progress.

Ordinance 2020-22 is attached, if granted the ordinance would grant a six-month extension to Ideal United Group and would mean that the building permit application and site improvement documentation would need to be submitted to the Village by March 30, 2021.

RECOMMENDATION

That the Village Board approve Ordinance 2020-22 an Ordinance granting a six-month time limitations extension to the Ideal United Group, for the property located at 18663 East County Line Road, Maple Park, Illinois.

Attachment

New Construction Permit Application dated October 18, 2019
April 23, 2020 Village Correspondence to Ideal United Group
June 18, 2020 Village Correspondence to Ideal United Group
July 2, 2020 Village Correspondence to Ideal United Group
October 1, 2020 Ideal United Group Request for Extension
Ordinance 2020-22 Ordinance Granting a Six-Month Time Limitations Extension

DATE RECEIVED: BY;	NEW CONSTRUC	CTION PERMIT APPLICATION	PERMIT NO.
10/18/19 G		G PERMIT APPLICATION	MP19-91
SITE ADDRESS 18663 E. COUNTY L	INE Po		
	(If applicable)	Village of Maple	Park
(required)		302 Willow Street, P.O.	
LOT NO	(required)	Maple Park, IL 60	
SQUARE FEET (required)	VALUATION (cost of project)	(815) 827-3309	
74,052	(required)	www.villageofmaplepa	rk.com
TAX PARCEL NO. (required) 69.36.276.628			
EASEMENT INFORMATION ☐ YES ☑ NO		LAND DRAINAGE OR SITE IMPROY ATTACHED? ★YES ☐ NO	VEMENT
☐ Tenant Build-Out? ☐ Site	Improvement Only?	□ PUBLIC OWNERSHIP □ PRIVAT	E OWNERSHIP
TYPE OF ST		USE GROUP (If Mixed Uses,	
☐ Single Family Detached	☐ Townhomes (SF, Attached)		
☐ Duplex	☐ Multi-Family Apts 3-4 Unit		
☐ Multi-Family Apts 5+ Units☐ Industrial Building	☐ Addition – Commercial		
☐ Institutional Building		If building townhomes, condos, or apartm	ents inlease list the
☐ Addition – MF3+	☐ Addition - Institutional	number of units: N/A	ents, prease list the
BRIEF DESCRIPTION OF W	ORK: DEMOLITION D	P BARN AND ACCESSIVEY BUNM, DUMM EXTEND MUNICIPAL	LDINGS,
WATER TO NEW BUI	LIDING AND IZEMANING	BUILDING. CONSTRUCT B50 T DOS ENHANCE LANDSCAPIN	-4 OH
OFFICE AND STOCKED	ounsules of property	14.	
BASICON + DESIGN			
NAME: DEAL UNITED		GENERAL CONTRACTOR Chec	
ADDRESS: 720 CREST		NAME: CONVERGE DEVELOPM ADDRESS: 1424 E. MAIN	
CITY/STATE/ZIP: SCHOUL		CITY/STATE/ZIP: ST. CHARLES	
PHONE: 847 - 770 - 761			AX: N/A
PRINT NAME: MAKEO M	ENDEZ	PRINT NAME: Day Vennes	
SIGNATURE:	DATE:	SIGNATURE: D	ATE: 10.9.19
EXCAVATING CONTRACT	TOD	HVAC CONTRACTOR	
NAME: G. SNOW + SO		NAME: TBD	
ADDRESS: 107 PAUL S		ADDRECC.	
CITY/STATE/ZIP: ELZUEN	1,16019	CITY/STATE/ZIP:	
PHONE: 636 · 365 · 0988	FAX: NA	CITY/STATE/ZIP: F.	AX:
PRINT NAME:	DATE:	PRINT NAME: SIGNATURE: D	ATE
SIGNATURE:	DATE:	SIGNATURE: D	PATE:
ARCHITECT		ELECTRICAL CONTRACTOR	
NAME: WOOLPEIZT		NAME: TBD	
	HET2S RO. STE. 950	ADDRESS:	
PHONE / 3D / 92 / 314	FAX: N/A	CITY/STATE/ZIP: FA	A V.
PRINT NAME: John GO	TAX: N/A	PRINT NAME:	AX:
PRINT NAME: JON GIZ SIGNATURE:	DATE:	PRINT NAME: SIGNATURE: D	ATE:
ENGINEER		PLUMBING CONTRACTOR	
NAME: VIOLPERT		NAME: TBD	
ADDRESS: 1815 5. Me	4E12/20. STE 950	ADDRESS:	
CITY/STATE/ZIP: Ope Br	DOOK TERRACE, IL 60181	CITY/STATE/ZIP:	7 A 37
PHONE: 630-693-63	FAX: N/A	PHONE: F	AX:
PRINT NAME:SIGNATURE:	DATE:	PRINT NAME:I	DATE:

APPLICAN	T SHOULD COMPI	LETE ALL THAT IS	APPLICAB	LE	
	TAL UNITS 3		L1&2 FAMI		
☑ Air Conditioner ☐ K	Litchen Exhaust	☐ 1st Service Up to 200 A	AMP □ 2 nd S	ervice Up to 200 AMI	P
□ Ductwork □ A	ansul Hood	☐ 1st Service 201-401 AM	MP \square 2 nd S	ervice 201-401 AMP	
	Looftop Unit	☐ 1st Service 401+ AMP	\square 2 nd S	ervice 401+ AMP	
	IVAC – Other		ELECTRICAL	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	W - 3
☐ Gas Fire Heater		COMMERCIAL, IN	NDUSTRIAL &	INSTITUTIONAL	
		SIZI	E OF AMP SER	VICE	
	# OF FIXTURES (does not ter heater or softener)	WATER	SERVICE (indic	cate quantity)	
	avatory	Water Tap	Fire Tap	Water Meter	
	oof Drain	3/4"	- The tup	5/8"	
	hower Pan	1"		3/4"	
	illcock			1"	
	ink – Kitchen	1 1/2"			
	ink – Mob or Lab	2"		1 1/2"	
	ump Pump	3"		2"	
☐ Garbage Disposal ☐ T	997(30)	4"		3"	
1 0	rinal	6"		4"	
☑ Gas Piping ☑ W	Vater Closet	8"		6"	
☐ Ice Machine		10"		8"	
	Vater Heater	12"		10"	
☐ Irrigation System ☐ V	Vater Softener			12"	
		CDDINI	VI EDC (: 1:		-
		Fire Sprinkler Heads	KLERS (indicate	quantity) Lawn Sprinkler(s)	
STORM AND SANITARY SEW	ER (1 & 2 FAMILY)	The Spinister Heads		Lawii Spillikiei(S)	
(indicate size in incl					
First Sanitary Sewer & Storm Se	ewer Tap	BASEMENT TYPE: \Box	Full X Slab	Crawl Space	
Second Sanitary Sewer & Storm	Sewer Tap		,	2 Claim Space	
STORM AND SANITAL	RY SEWER	DRIVEWAY & CUR	B CUTS (1 & 2 F	amily Only – List Quantity)
(MF3+, COMMERCIAL, INDUSTRI		1 Number of Driv	eways/Cub Cuts	S	
	orm Sewer				
16 Ceral			16.17.10	}	
Applicant	Signature			Date	
D 1. C					
Permit Cost:					
Date Permitted:					
Date I climitted.					
33.00.3 4.40					
Paid S					

notice for 18663 E County Line Rd

Robeen, Ron < Ron.Robeen@Illinois.gov>

Tue 10/15/2019 1:34 PM

To: Dan Venard <dan@gowithconverge.com>

The notice for this property, and fee, were properly received and filed.

Dan - will this suffice?

Thanks!

Ron Robeen Field Operations Section Manager Illinois EPA, Bureau of Air 1021 N. Grand Ave. East, MC #41 Springfield Illinois 62702

Phone: 217/524-0229 Fax: 217/782-1875

ron.robeen@illinois.gov



Please consider the environment before printing this email

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

STATE OF ILLINOIS DEMOLITION/RENOVATION/ASBESTOS PROJECT NOTIFICATION FORM

Environmental Protection Agency (IEPA): Projects of at least 160 sq./ft or 260 linear ft., or 1 cubic meter and all demolition projects shall be submitted to IEPA. This form shall be submitted for all original notifications and revisions to IEPA (\$150) Attach Illinois E-Pay receipt if paid electronically.

Illinois Department of Public Health (IDPH): Abatement projects greater than 3 sq./ft and or 3 linear ft. up to 160 sq.ft or 260 linear feet and all school projects shall be submitted to IDPH. This form shall be submitted for all original notifications and revisions to IDPH (no fee).

Cook County (excluding the City of Chicago):

The Department of Environment and Sustainability no longer accepts paper notifications. Visit: www.cookcountyil.gov/agency/environmental-control for electronic submission of notifications.

City of Chicago: All projects in the City of Chicago, except residential renovations in buildings with fewer than two dwelling units, must notify the City & IEPA if applicable. This form and appropriate fee shall be submitted for all notifications to the City of Chicago (see bottom pg 2 for fee amount).

Date: 9/18/		ies of this for	m may be too	und at: www.		<u>enviro</u> E-Pay Authorization	on Code
0.10	FICATION: origin	nal 🕅 demolitic	n 🗆 renovati	on cancella		sion ordered	
	oject Below: (Check		ni 🗀 renovani	on 🖂 cancella	tion levis	sion 🔲 ordered	d demolition annua
5.5	oject Non-Friable S		roject Con	nmercial Public Bu	uilding (Friable	& Non-Friable)	
	Contractor Owner					being revised:	
1. FACILITY INF			Standard Communication Street,	200000000000000000000000000000000000000			
Facility name: Ide	al United Group			School	ol Bldg ID: N	J/A	
	tos Containing Mater	rial (ACM) in Str	ucture: N/A				
Bldg Size: 50x70	Sq.Ft.: 3500	#Firs: 1	Age: 40	· · · · · · · · · · · · · · · · · · ·	Present I	Jse: vacant	
Prior Use: Lansca				200		se (demo): Offic	ce & storage
Address: 18663 E	. County Line Rd.		City: N	laple Park		County: IL	Zip: 60151
Contact: Mario M	endez			•		Phone: 847-77	1
2. FACILITY OW	NER OR SCHOOL	DISTRICT: (Tip: Complete 1	for all projects (
	ne: Mario Mendez		p. complete	or an projecto c	Jonnino Giawi	delle er cerreer	5)
Address: 720 Cre	st Ave		City: S	chaumburg		State: IL	Zip: 60193
Contact: Mario Me	endez	E		dealunitedgro		Phone: 847-77	
Copies of abatement submitted for IDPH p	permission and written ublic and private school	verification certification	ation to all buildin	g occupants and	users from the	building owner or	
	ONTRACTOR NA				19 339	ID#:	201 10 10 10 10 10 10 10 10 10 10 10 10 1
Address:			City:			State:	Zip:
Contact:		E	mail:	-	10000	Phone:	<u> </u>
4. DEMOLITION	CONTRACTOR N	AME: G.Snow	& Sons			1	<u> </u>
Address: 107 Pau	ıl St.	- THE STATE OF THE	City: E	lburn		State: IL	Zip: 60119
Contact: Gerry Sr	now	E	mail: gsnow@			Phone: 630-36	
5. ABATEMENT	INFORMATION:			tos Present?	_	⊠ No	
Description of Plan	ned Demolition or Re	novation Work a	and Methods to	be Employed Ir		The state of the s	ation Techniques:
machines to be us			-			av est	
Description of Work	Practice(s) and Eng	ineering Control	s used to Preve	ent Emissions at	t the Demoliti	on or Renovatio	n Site:
wetting material d	uring the process						
6. QUANTITIES:							
	Regulated Asbestos Containing Material to be removed (RACM)	Non-friable as be removed CAT I	sbestos not to (demolition) CAT II	Non-friable to be re CAT I		TO 1	AL ASBESTOS BE REMOVED
Pipes (Ln. Ft.):	N/A						
Surface Area (Sq. Ft.):	N/A						
Volume (Cu. Ft.):	N/A				***************************************		
ACM are considered CA ACM that will be or has	AT II non-friable ACM. (RA	CM) is (a) friable asl a. arindina. cuttina ol	bestos material, (b) r abrading, or (d) C	Category I non-fria Category II non-friab	able ACM that ha	as become friable, (skets. All other non-friable c) Category I non-friable of becoming or has become
7. ABATEMENT S	TART DATE:	4-27	Finish Date:	Work	hours:	AM□ PM□] AM□PM□
AND/OR DEMO	LITION START DA	TE: 10/07/19	Finish Date: 1	0/11/19 Work	hours: 07:0	00 AM 🗵 PM 🗆	
Working Weeker		□ No	We	orking Evenings	? 🗆	Yes 🛛 No	
postmark date or date	n requires at minimum, te received in office by com sed projects will not be ac	nmerciai services or	(Monday-Friday ir hand delivery. IE	ncluding holidays) p PA and City of Chi	orior to the com cago cannot ac	mencement date. Te cept faxed copies,	en days begin with the US however, IDPH will accept

8. PROJECT DESIGNER ID#: 100-	Name:		
Complete Project Design	er Name and License I	D# if this project was design	gned by a Designer.
9. INSPECTOR ID#: 100- 10100		Crunch, Inc Jeff Ocic	
Tip: If procedure utilized is visual inspection, the inspecto 10. PROCEDURE, INCLUDING ANALYTICA On site inspection by State licensed Asbest	AL METHOD, USED	TO DETECT THE PRE	ESENCE OF ASBESTOS
Name of Analytical Testing Laboratory: N/A			
11. ASBESTOS PROJECT MANAGER ID#	f: 100- N/A	News	
12. AIR SAMPLING PROFESSIONAL ID#		Name:	
13. DISPOSAL SITE/LANDFILL NAME: Was		Name:	
Address: 18370 Somonauk Rd.	te Management Den	Contact: Matt H	Hornando Z
City: DeKalb	State: IL	Zip: 60115	
14. WASTE TRANSPORTER/NAME: G.Sno		Zip. 60 1 15	Phone: 800-963-4776
Address: 107 Paul St.	W & 30115	Contact: Gerry	Snow
City: Elburn	State: IL	Zip: 60119	Phone: 630-365-0988
			Filone: 630-365-0988
15. IS DEMOLITION ORDERED BY A GOV (If yes, a signed copy of Order must be attached.)	PERNMENT AGENC	Y?	
Government representative ordering the activity:			W.
Title:	Date of Order:	Order De	molition Date:
16. FOR EMERGENCY RENOVATION:			
Date and hour of emergency (mm/dd/yy): N/A		AM PM D	
Describe sudden unplanned event. (example: boil failure or an unreasonable financial burden. N/A	er explosion) Explain h	ow the event caused unsa	fe conditions or would cause equipment
17. Description of procedures to be followed material becomes crumbled, pulverized or restop work and obtain an Abatement permit	duced to powder.	xpected asbestos is fou	and or previously non-friable asbestos
I certify that at least one representative trained renovation, having in his or her possession for i	in the provisions of 40 nspection, evidence th	CFR Part 61, Subpart M, at the requisite training ha	shall be on site during demolition or as been accomplished.
CERTIFICATE # N	IAME OF TRAINING	OURSE	
I certify the above information is correct.			
Signature of Demolition/Abatement Contract Any person who knowingly makes a false, fictitic Class 4 felony. A second or subsequent offense Tip: All notification forms must be hand signed and dated. Hand accept photocopies. All notifications submitted to IEPA and	ous, or fraudulent mate e after conviction is a C d stamps are not acceptable. I	Class 3 felony. (415 ILCS EPA and Cook County require orion	5/44(h)). sinal signatures on their notification forms. IDPH will
For Cook County Departmental Use Only.			
Date Received CCDES:	Post Mark Date:	Inpu	ut Into Computer:
Inspection Fee Received:		Top High Low	Must be Inspected:
Date(s) of Inspections:	**************************************		
Inspection Report Attached: Yes ☐ No ☐	Violati	on Copies Attached: Ye	es 🗆 No 🗆
he Illinois EPA is authorized to require, and you shall disclose, the info ailure to disclose the requisite information on this Agency form may r	rmation requested on this Agend esult in your notification being of	by form utilizing this form pursuant to lenied, and/or penalties being impos	the Illinois Environmental Protection Act (Act), 415 ILCS 5. sed as provided for in the Act, 415 ILCS 5/42-45.



IL Environmental Protection Agency P.O. Box 19276 MC 41 1021 N. Grand Ave East Springfield, IL 62794-9276 \$150 fee (Attach payment or Illinois E-Pay receipt if paid electronically.)



Submit this form to the appropriate agencies:



IL Department of Public Health 525 W. Jefferson St. Springfield, IL 62761 (FAX: 217-785-5897) Email: DPH.Asbestos@illinois.gov



Cook County Department of Environment & Sustainability no longer accepts the combined form and all notifications must be filed with the Department at the web address below.

www.cookcountyil.gov/agency/environmental-control



Chicago Department of Public Health Permitting and Inspections 333 S. State St., Room 200 Chicago, IL 60604

Fees apply as follows:

Residential Unit with less than 4 units...\$300.00** Residential Units with 4 units or more . . . \$450.00 Commercial/Industrial facilities......\$600.00

** except that asbestos abatement in residential buildings with fewer than two dwelling units are not subject to the notice and fee requirements.



IDEAL UNITED GROUP, INC. 18663 EAST COUNTY LINE RD MAPLE PARK IL 60151 (847)770-7616 Bank of America ACH R/T 081904808 100738

2-50/710 IL 11679

10/16/2019

PAY TO THE ORDER OF

Village of Maple Park

\$*5,000.00

DOLLARS

Village of Maple Park

ē

MEMO

Plans Review

MILLICO Many

①

IDEAL UNITED GROUP, INC. 10/16/2019

Village of Maple Park

100738

5,000.00

IDEAL UNITED GROUP INC.

PERMIT EXTENSION REQUEST

October 1, 2020

Village of Maple park C/O Village Administrator 302 Willow St P.O. Box 220 Maple Park, IL 60151

Dear Dawn Wucki-Rossbach,

Please accept this letter requesting an extension of the Special Use Permit.

This permit is for work at 18663 E. County Line Rd Maple Park IL,60151.

The original thought were that the demolition would be completed prior to winter but due to unforeseen circumstances and the current economic climate, have put the project behind the original anticipated schedule. We will be unable to complete our Demolition within in the time frame that was given on the permit. Our architect mentioned to us that after some comments that were issued, buildings plans were submitted on May to the village to review the issues, architects are waiting to see what else needs to be addressed. Drawings as of today are already paid, we are waiting on them.

We would like to request a 6 month extension so that we will have time to complete all the required documents. We anticipate that the demolition will be complete by March 30,2021. I understand that if the extension for which I am requesting expired, I will be required to obtain a new permit covering the original permit fees.

Thank you for considering our request.

Sincerely,

Mario Mendez

CEO

Ideal United Group Inc. 18663 E. County Line Rd Maple Park, IL 60193

Mario Mendez

Prepared by and Return to:	
Theresa D'Amato, Village Clerk Village of Maple Park 302 Willow Street P.O. Box 220 Maple Park, IL 60115	
DOCUMENT TYPE: Ordinance 2020-22 SPECIAL USE TIME LIMIT EXTENSION FOR 18663 COUNTY LINE ROAD	
DOCUMENT DATE:	
AN ORDINANCE GRANTING A SIX-MONTH EXTENSION OF THE SPECIAL USE PERMIT TIME LIMIT TO THE IDEAL UNITED GROUP, INC. IN ACCORDANCE WITH TITLE 11, "ZONING REGULATIONS," CHAPTER 11 "ADMINISTRATION AND ENFORCEMENT," SECTION 11-11-9.A, "VARIATIONS OF SPECIAL USES," OF THE MAPLE PARK VILLAGE CODE FOR THE PROPERTY LOCATED AT 18663 COUNTY LINE ROAD IN THE VILLAGE OF MAPLE PARK, ILLINOIS	1

VILLAGE OF MAPLE PARK KANE AND DEKALB COUNTIES, ILLINOIS

ORDINANCE NO. 2020-22

AN ORDINANCE GRANTING A SIX-MONTH EXTENSION OF THE SPECIAL USE PERMIT TIME LIMIT TO THE IDEAL UNITED GROUP, INC. IN ACCORDANCE WITH TITLE 11 "ZONING REGULATIONS," CHAPTER 11 "ADMINISTRATION AND ENFORCEMENT," SECTION 11-11-9.A, "VARIATIONS OR SPECIAL USES," OF THE MAPLE PARK VILLAGE CODE FOR THE PROPERTY LOCATED AT 18663 COUNTY LINE ROAD IN THE VILLAGE OF MAPLE PARK, ILLINOIS

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

Published in pamphlet form by the authority of the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois this ____ day of _____2020.

ORDINANCE NO. 2020-22

AN ORDINANCE GRANTING A SIX-MONTH EXTENSION OF THE SPECIAL USE PERMIT TIME LIMIT TO THE IDEAL UNITED GROUP, INC. IN ACCORDANCE WITH TITLE 11 "ZONING REGULATIONS," CHAPTER 11 "ADMINISTRATION AND ENFORCEMENT," SECTION 11-11-9.A, "VARIATIONS OR SPECIAL USES," OF THE MAPLE PARK VILLAGE CODE FOR THE PROPERTY LOCATED AT 18663 COUNTY LINE ROAD IN THE VILLAGE OF MAPLE PARK, ILLINOIS

WHEREAS, a petition was filed by Mario Mendez of Ideal United Group, Inc., for property located at 18663 County Line Road, PIN 09-36-276-028, Maple Park, Illinois, seeking a special use permit allowing the operation of a commercial cleaning business for that property in the "B-2," General Commercial District; and,

WHEREAS, the petition of Ideal United Group for said special use was made in accordance with the provisions of the Village's Zoning Ordinance, §11-7-2-C-4 Building Contractor's Office and Material Storage; and,

WHEREAS, a public hearing before the Planning Commission took place on February 21 and March 7, 2019, and by a vote of 7-0, with a written finding of fact, the Plan Commission recommended favorably the granting of the special use; and,

WHEREAS, on April 2, 2019, the Village Board approved the Ordinance 2019-03 granting a Special Use Permit in the B-2 General Commercial District permitting the operation of a commercial cleaning business for the above identified property; and,

WHEREAS, the applicant, Mario Mendez of the Ideal United Group, initially began the site and building process when a "New Construction Permit Application – MP 19-91" was filed on October 18, 2019. The submittal included site improvement and preliminary demolition documentation and the ordinance required escrow deposit; however, did not include actual building construction plans; and,

WHEREAS, Village Staff and Village Engineer, have subsequently met with and discussed site improvements and engaged in dialogue regarding the building permit application and site improvement process with Mr. Mendez and his designated engineer and architectural firms; and,

WHEREAS, the applicant has continued work with his engineers and architects to complete the site improvement drawings, including water and sanitary sewer connections, and has been preparing to submit the building permit application drawings for 18663 East County Line Road as required per Section 11-11-9.A. but due to financial challenges and economic issues associated with the coronavirus impact on the economic climate will require additional time to finalize these submissions; and,

WHEREAS, on October 1, 2020 the applicant submitted a letter requesting a permit extension for 18663 East County Line Road, citing the coming winter and current economic conditions as the need for the extension; and.

WHEREAS, in an effort to support the redevelopment of this property and Ideal United Group, Staff is in support of the request to extend the building permit application period to March 30, 2021 and to allow the Special Use permit to remain in effect; and

WHEREAS, the Village Board of Trustees finds that granting the requested six-month building permit application extension to allow Ideal United Group, Inc. to maintain its Special Use permit for the property located at 18663 County Line Road is in the best interest of the Village of Maple Park.

NOW THEREFORE BE IT HEREBY ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK THAT:

- 1. The eighteen month time limitation for submitting a building permit to begin construction in order to maintain the viability of the previously issued Special Use Permit associated with operation of a commercial cleaning business at 18663 County Line Road, PIN 09-36-276-028, Maple Park, Illinois (DeKalb County) by Ideal United Group, Inc. shall be extended for an additional six months, such that a complete building permit application, with all appropriate and necessary accompanying submissions, shall be filed with the Village of Maple Park no later than **March 31, 2021**.
- 2. That this Ordinance may be recorded with the County of DeKalb, Illinois to memorialize this extension as deemed necessary or appropriate.
- 3. That in all other respects, the provisions of Ordinance 2019-03 shall remain in full force and effect.

APPROVED by the President and the Board of Trustees of the County, Illinois, on the day of, and deposited and	
Clerk in said Village on that date pursuant to roll call vote as follows:	med in the office of the + mage
AYES:	
NAYS:	
ABSENT:	
Kathleen Curtis, Village President	
	(SEAL)
ATTEST:	
Theresa D'Amato, Village Clerk	

CLERK'S CERTIFICATE

STATE OF ILLINOIS)) SS
COUNTIES OF DEKALB AND KANE)
I, Theresa D'Amato, certify that I am the duly appointed and acting Village Clerk of Maple
Park, DeKalb and Kane Counties, Illinois.
I further certify that on the day of November, 2020, the Board of Trustees of the Village
of Maple Park passed and approved Ordinance 2020-22, entitled "AN ORDINANCE GRANTING
A SIX-MONTH EXTENSION OF THE SPECIAL USE PERMIT TIME LIMIT TO THE IDEAL
UNITED GROUP, INC. IN ACCORDANCE WITH TITLE 11 "ZONING REGULATIONS,"
CHAPTER 11 "ADMINISTRATION AND ENFORCEMENT," SECTION 11-11-9.A,
"VARIATIONS OR SPECIAL USES," OF THE MAPLE PARK VILLAGE CODE FOR THE
PROPERTY LOCATED AT 18663 COUNTY LINE ROAD IN THE VILLAGE OF MAPLE
PARK, ILLINOIS."
The pamphlet form of Ordinance 2020-22 was posted in the Village Hall, commencing on
. Copies of the Ordinance were also available for public inspection upon request
in the office of the Village Clerk.
Dated at Maple Park, Illinois, thisday of November, 2020.
VCE AT)
(SEAL)
Theresa D'Amato, Village Clerk



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

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Treasurer Cheryl Aldridge

DATE: October 27, 2020

SUBJECT: 2020 TAX LEVY – FIRST READING FOR ORDINANCE 2020-XX LEVY

AND COLLECTION OF TAXES

BACKGROUND

The Village of Maple Park will have the first reading/review of the 2020 Tax Levy at it's November 3, 2020 Board Meeting. At the December 1, 2020 meeting, the Board will conduct a Public Hearing and consider the 2020 Tax Levy.

Listed below is a comparison of the 2019 and 2020 Tax Levies.

	Fo	r DeKalb ar	nd Kane Counties
	Amount	t Levied	% Increase/(Decrease)
Description	2019	2020	Over Prior Year
Corporate	121,450	127,312	4.83%
Police	75,000	75,000	0.00%
Audit	10,000	10,000	0.00%
Liability			
Insurance	20,000	20,000	0.00%
TOTAL	\$226,450	\$232,312	2.59%

The levied amount, for a home with an estimated assessed value of \$66,429 will result in an estimated decrease of \$17.00 per year that will be paid by a homeowner for the Village of Maple Park.

The amount being levied in both counties is under the cap permitted per State Statute regarding property tax increases for non-home rule communities. The extension limitation (CPI) cap for 2020 is 2.3%.

RECOMMENDATION

That the Village Board approve the 2020 Tax Levy in the amount of \$232,312 for DeKalb and Kane Counties at the December 1, 2020 Board Meeting.

Attachment – Tax Levy detail/Ordinance 2020-XX Levy and Collection of Taxes

VILLAGE OF MAPLE PARK, ILLINOIS
Assessed Valuations, Tax Levy Limitations, Tax Levies and Tax Rates
2010 - 2019 and 2020 Estimated

2020 Est \$ 15,132,333 17,813,111	46	(92,743)	(92,743)	D 32,032,101
\$ 14,748,295 17,150,566	\$ 31,898,861	(86,768)	5	9
\$ 13,881,172 15,564,844	\$ 29,446,016 5.94%	(151,879)	(151,879)	161,462,62 &
\$ 13,059,473 14,736,646	\$ 27,796,119	(366,738)	(366,738)	100,424,72
\$ 12,413,532 13,387,796	\$ 25,801,328 6.54%	(7,379)	(30,126)	707,11,67
\$ 11,549,624	\$ 24,218,288	91 (90	, 000	\$ 24,218,288
\$ 11,138,942 11,971,536	\$ 23,110,478	(52,784)	(52,784)	\$ 73,037,094
\$ 12,286,261	\$ 25,043,425	25. 181	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	\$ 25,045,425
\$ 13,546,280	\$ 27,859,865	(11,158)	(11,158)	2/,848,/0/
\$ 15,043,548	\$ 30,967,925	(13,639)		\$ 30,946,060
2010 16,739,393	\$ 34,328,489	(16,090)	(16,090)	54,512,399
ASSESSED VALUATIONS Total Kane County A V Total Dayob County A V	Total A V Percentage Change	Less New Growth - Kane County Less New Growth - DeKalb Count	Total New Growth	Base A V

	`				'			2013		7100		3016		2016	2017		9100		0100	2000 Est	
TAX RATE LIMITATION	. 41	2010		7077	41	717		2013		2014		2017		2010	7707		2010		4017	107 OF OF	
Prior Year Exten (W/O B & I)	69	184,431	69	190,002	69	192,987	€	199,692	S	203,513	69	207,385	69	210,982	\$ 214,513	513	\$ 215,9	345 \$	221,623	\$ 226,450	20
X Current Year CPI		2.7%		1.5%		3.0%		1.7%		1.5%		%8.0		0.7%	,,	2.1%	2.	.1%	1.9%	2.	3%
Base Extension		189,411		192,852		198,777		203,087		206,565		209,044		212,458	219,	810	220,4	180	225,834	231,6	58
Divide Base A V / 100		343,124		309,461		278,487		250,434		230,577		242,183		257,712	274,	274,294	292,941	141	318,121	328,527	27
Limiting Tax Rate	69	0.5547	69	0.6232	69	0.7168	69	0.8126	S	0.9109	649	0.8712	69	0.8314	\$ 0.8	1055	\$ 0.75	\$ \$26	0.7099	\$ 0.70	21
TAX LEVY EXTENSION LIMITATION	ATION																				
Liniting Rate X (Total A V / 100)	_	190,426		192,988		199,692		203,513		210,505		210,982		214,513	223,	223,892	221,623	523	226,450	232,312	12
Add Bonds & Interest		86,538		2.00								*		1				1			1
Maximum Extension		276,964		192,988		199,692		203,513		210,505		210,982		214,513	223,	223,892	221,623	523	226,450	232,312	13
TAX LEVY EXTENSIONS	. 41	2010		2011	71	012		2013		2014		2015		2016	2017 Total Ext	Ext	2018		2019	2020 Est	
General Corporate	69	85,000	69	87,987	49	94,692	₩	98,513	S	102,385	69	105,982	€	109,513	\$ 115,	988	\$ 116,6	523 \$	121,450	\$ 127,312	12
Police Protection		75,000		75,000		75,000		75,000		75,000		75,000		75,000	71,	471	75,0	000	75,000	75,0	00
Audit		10,000		10,000		10,000		10,000		10,000		10,000		10,000	6	529	0,01	000	10,000	10,01	00
Liability Insurance		20,002		20,000		20,000		20,000		20,000		20,000		20,000	19,	020	20,0	000	20,000	20,00	00
Totals		190,002		192,987		199,692		203,513		207,385		210,982		214,513	215,	945	221,623	523	226,450	232,3	12
Bonds and Interest (1)		86,538		٠		٠		•		•		٠									4
Total Extension		276,540		192,987		199,692		203,513		207,385		210,982		214,513	215,	215,945	221,623	523	226,450	232,312	12
Percentage Change		0.04%		-30.21%		3.47%		1.91%		1.90%		1.73%		1.67%	Õ	0.67%	2.6	2.63%	2.18%	7.59%	%(
															Adjusted for	for					
(1) Bonds & Interest Tax Levy is based on actual principal and interest requirement.	y is based	on actual prin	cipal ar	id interest requ	irement										Actuals						
																					1

	\$ 0.7051		\$ 0.7051	-0.67%
2019	6602.0		0.7099	-5.68%
	69		649	
2018	0.7526	×	0.7526	-3.12%
	69	-	69	
2017	0.7769		0.7769	-6.56%
	69		69	
2016	0.8314	29	0.8314	-4.56%
	69		69	
2015	0.8712	,	0.8712	-2.92%
	€9		49	
2014	0.8974	×	0.8974	10.43%
	649		69	
2013	0.8126		0.8126	13.37%
	69		69	
2012	0.7168	2	0.7168	15.02%
	69		₩	
2011	0.6232	ŀ	0.6232	-22.64%
	69		64	
2010	0.5535	0.2521	0.8056	5.51%
	69		69	
TAX RATES	Tax Rate W/O Bonds & Interest	Bonds & Interest Rate	Total Tax Rate	% Change

Village of Maple Park Selected Tax Levy Data (Information Only)

Total 32,945,444 (92,743)	32,852,701	31,898,861	2.99%
DeKalb 17,813,111	17,813,111	17,150,566	3.86%
Kane 15,132,333 (92,743)	15,039,590	14,748,295	1.98%
2020 Total Est A V Less 2020 New Growth	Total A V W/O New Growth	2019 Total A V Percentage Change	Without New Growth

| Reconciliation of Tax Levy Increase:
Max 2020 Tax Levy	Levy Levy	Less Actual 2019 Extention	(226,450)
Less Actual 2019 Extention	(226,450)		
2020 Tax Levy Increase	5,862		
Amount Paid By New Growth: (92,743/100 x 50,7051)	654		
Amount Paid By Existing Properties	5,208		

Example of 2019 and 2020 Tax Levies

		2019		2020	
\$64,500 A V In 2019; 2.99% Increase For 2020	69	64,500	69	66,429	2.99%
Total Village Tax Rate per \$100 A V	69	0.7099	69	0.7051	-0.67%
Village Portion Of Taxes W/O Bonds & Interest	69	485	69	468	-3.51%
Village Portion Of Bonds & Interest Taxes		t.			
Total Village Portion Of Taxes	69	485 \$	69	468	-3.51%

ORDINANCE NO. 2020-XX

AN ORDINANCE FOR THE LEVY AND COLLECTION OF TAXES FOR THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES FOR 2020 TAX LEVY, PAYABLE IN 2021

ADOPTED BY
THE PRESIDENT AND
THE BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK, ILLINOIS

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, this ____ day of _______, 2020.

VILLAGE OF MAPLE PARK, ILLINOIS ORDINANCE 2020-XX

AN ORDINANCE FOR THE LEVY AND COLLECTION OF TAXES FOR THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES FOR 2020 TAX LEVY, PAYABLE IN 2021

WHEREAS, the President and the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, have determined that it is in the best interests of said Village and its residents to authorize a levy of Village property taxes for \$232,312.

SECTION 1. That there be, and is hereby levied upon all the taxable property within the corporate limits of the Village of Maple Park subject to tax, for \$226,450.

<u>FUND</u>	AMOUNT LEVIED
Corporate	\$127,312
Police	\$75,000
Audit	\$10,000
Liability Insurance	\$20,000
TOTAL	<u>\$232,312</u>

SECTION 2. That each of the aforesaid sums and the aggregate thereof are deemed necessary by the Board of Trustees of the Village of Maple Park to defray the expenses and liabilities of the said.

SECTION 3. That the Village Clerk of the Village of Maple Park be and is hereby directed to file a certified copy of this Ordinance with the County Clerk of Kane and DeKalb Counties, Illinois, as required by law.

SECTION 4. That, if any part of parts of this Ordinance shall be held to be unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining parts of this Ordinance. The Village Board of the Village of Maple Park hereby declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts would be declared unconstitutional or otherwise invalid.

SECTION 5. That this Ordinance shall be known as Ordinance No. 2020-XX Tax Levy, and shall be in full force and effect from and after its passage and publication in accordance with law.

PASSED this day of , 2020, pursuant to a roll call vote as follo	ws:
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AYES:	
NAYS:	
ABSTAIN:	
ABSENT:	
APPROVED the day of	<u>, 2020</u> .
Kathleen Curtis, President Village of Maple Park Kane and DeKalb Counties, Illinois	_
ATTEST:	
Theresa D'Amato, Village Clerk	_
Theresa D'Amato, Village Clerk Village of Maple Park Kane and DeKalb Counties, Illinois	

CERTIFICATION

STATE OF ILLINOIS COUNTIES OF KANE AND DEKALB

Theresa D'Amato, Village Clerk

TRUTH IN TAXATION CERTIFICATE VILLAGE OF MAPLE PARK

I, the undersigned, hereby certify that I am the Chief Presiding officer of the Village of Maple Park, and as such Presiding Officer I hereby certify that the levy ordinance, a copy of which is appended hereto, was adopted pursuant to, and in all respects in compliance with, the provisions of Section 4 through 7 of the "Truth in Taxation act."

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				1			-		

Applicable or Inapplicable

The notice requirement of Section is:

Applicable or Inapplicable

Kathleen Curtis, Village President	Date
Theresa D'Amato, Village Clerk	Date

Village Seal