



Village of Maple Park

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

Village Hall: 815-827-3309

Fax: 815-827-4040

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

BOARD OF TRUSTEES MEETING AGENDA

TUESDAY, JUNE 1, 2021

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. You may also send an email to villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting.

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

- Village Board Meeting – May 4, 2021
- Committee of the Whole – May 18, 2021

b) Acceptance of Cash and Investment Report as of April 30, 2021

c) Approval of Bills Payable and Manual Check Register #804

| | |
|-------------------|--------------------|
| ACCOUNTS PAYABLE: | <u>\$75,706.97</u> |
| MANUAL CHECKS: | <u>\$6,409.42</u> |
| TOTAL: | <u>\$82,116.39</u> |

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

- None

6. FINANCIAL REPORT

7. LEGAL REPORT

8. VILLAGE ADMINISTRATOR REPORT

9. POLICE DEPARTMENT REPORT

10. PUBLIC WORKS REPORT

11. ENGINEERING REPORT

12. OLD BUSINESS

13. NEW BUSINESS

A. CONSIDERATIONS

- Purchase of Village Board Room Furniture
- Purchase of Civic Center Landscaping

B. MOTIONS

- Motion to Direct Staff to Restore Facility Rental Operations, Special Events and Raffle Licensing Processes when the State of Illinois Moves to Phase V
- Motion to Appoint Village President Fahnestock as Primary Representative and Village Administrator Dawn Wucki-Rossbach as Secondary Representative to the DeKalb County Regional Planning Commission

14. RESOLUTIONS

A. RESOLUTION 2021-10 AUTHORIZING VILLAGE PRESIDENT OR HER DESIGNEE TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRIC PROVIDER

This Resolution allows the Village President to enter into an electrical aggregation contract to provide the lowest cost electricity to the Village.

B. RESOLUTION 2021-11 DESIGNATING FREEDOM OF INFORMATION OFFICER FOR THE VILLAGE

This Resolution appoints the Village Administrator as the FOIA Officer until a new Village Clerk is appointed.

15. ORDINANCES

A. ORDINANCE 2021-12 AMENDING TITLE 3, “BOARDS AND COMMISSIONS,” OF THE MAPLE PARK VILLAGE CODE

This Ordinance combines the Plan Commission and the Zoning Board of Appeals into the Planning and Zoning Commission. The combination of the Commission and Board will streamline the Development Review Process.

B. ORDINANCE 2021-13 AMENDING TITLE 7, “PUBLIC HEALTH AND SAFETY,” CHAPTER 7, “NOISE CONTROL,” SECTION 3, “HOURS RESTRICTED,” OF THE VILLAGE OF MAPLE PARK CODE

This Ordinance decreases the decibel levels permitted during daytime and nighttime hours.

16. APPOINTMENTS

- A. President Pro Tem – Trustee Christian Rebone
- B. Finance, Public Relations and Development Liaison – Trustee Jen Ward
- C. Infrastructure Liaison – Trustee Christian Rebone
- D. Personnel and Communications Liaison – Trustee Clifford Speare

17. VILLAGE PRESIDENT REPORT

18. TRUSTEE REPORT

19. EXECUTIVE SESSION

20. ADJOURNMENT



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BOARD OF TRUSTEES MEETING MINUTES

TUESDAY MAY 4, 2021

7:00 p.m.

MAPLE PARK CIVIC CENTER

302 WILLOW STREET, MAPLE PARK

1. CALL TO ORDER

President Curtis called the regular meeting of the Board of Trustees to order at 7:00p.m. and asked for a roll call to establish a quorum.

Members answering present were President Curtis, Trustee Dalton, Trustee Fahnestock, Trustee Harris, Trustee Rebene, Trustee Ward. Trustee Higgins was absent.

Also present were Village Administrator Dawn Wucki-Rossbach, Public Works Director Lou Larson, Police Chief Dean Stiegemeier, Village Attorney Kevin Buick, Village Engineer Jeremy Lin, and Deputy Clerk Cheryl Aldridge.

Members of the public present are found on the meeting sign in sheet.

2. PLEDGE OF ALLEGIANCE

President Curtis led everyone in the Pledge of Allegiance in honor of Jim Turk, a man of God, a man of family, a man of Country.

3. ROLL CALL/QUORUM ESTABLISHED

President Curtis confirmed a quorum was 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. You may also send an email to villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting.*

Luke Goucher - He announced that Soul Loco is now open. There will be a grand opening on May 19, 2021.

Allen Gibson – The following e-mail was read by Deputy Clerk Aldridge from Allen Gibson. “Good afternoon, please forgive me for only addressing returning board members as these are the only e-mails I have. I noticed that the village has resolution 2021-09 up for vote tonight and The Maple Park Pub would like to be included in the resolution allowing temporary dinning on public sidewalks, we were previously granted this option in other resolutions and would like to be included along with Lodi and Sol loco in this resolution to allow dinning and drinks in front of the pub at 221 Main Street while

in phase IV. Mitigation. Sorry for the late response as I did not see this previously on the agenda. Also can the board please include verbiage as to what is allowed and what is not allowed in this resolution? Thank you. Allen. Please let me know if this e-mail suffices in regards to the resolution.”

5. PRESENTATIONS AND PROCLAMATIONS

Presentation

Plaque Honoring Village President Kathleen Curtis for 16 Years as a Public Servant

A plaque honoring Village President Kathleen Curtis was presented for her 16 years as a public servant on the Village Board. She served as the Village President for 12 years and 4 years as a trustee.

Proclamation 2021-01

May Motorcycle Awareness Month

A proclamation was made in honor of Motorcycle Awareness Month.

Proclamation 2021-02

Honoring Trustee Harris Tenure as a Public Servant

A proclamation was made honoring Trustee Brandon Harris for his tenure on the Village Board.

Proclamation 2021-03

Honoring Trustee Higgins Tenure as a Public Servant

A proclamation was made honoring Trustee Chris Higgins for his tenure on the Village Board.

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

- Public Hearing and Village Board Meeting – April 6, 2021

b) Acceptance of Cash and Investment Report as of March 31, 2021

c) Approval of Bills Payable and Manual Check Register #803

| | |
|-------------------|---------------------|
| ACCOUNTS PAYABLE: | \$88,066.15 |
| MANUAL CHECKS: | \$12,986.19 |
| TOTAL: | <u>\$101,052.34</u> |

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

- None

Motion by Trustee Rebone with 2nd by Trustee Dalton to approve the Consent Agenda items a.) through d.) as presented. On a roll call vote Trustee Dalton, Trustee Fahnstock, Trustee Harris, Trustee Rebone, Trustee Ward voted yes. Trustee Higgins was absent. Motion carried.

7. FINANCIAL REPORT

President Curtis asked if there were any questions on the Financial Report submitted by Treasurer Aldridge. Hearing none, moved to the next agenda item.

8. LEGAL REPORT

President Curtis asked if there were any questions for Attorney Buick. Hearing none, moved to next agenda item.

9. VILLAGE ADMINISTRATOR REPORT

Administrator Wucki-Rossbach reminded the Board and residents that vehicle stickers are due at the end of May. She also reminded new and continuing Board members that she would need their biographies. She also informed everyone that the Kane County Rental Assistance Program information would be on the Village's website.

10. POLICE DEPARTMENT REPORT

Chief Stiegemeier gave a brief update on golf cart inspections.

11. PUBLIC WORKS REPORT

Director Larson gave a brief report on items he has been working on.

12. ENGINEERING REPORT

Engineer Lin gave a brief report on the progress being seen with Well 4.

13. VILLAGE PRESIDENT REPORT

President Curtis said that it has been an honor and a privilege to serve on the Village Board. It is bittersweet to leave, but it is being left in good hands. Thank you for giving her the privilege to serve you.

14. TRUSTEES REPORT

Trustee Harris said that it has been an absolute privilege to serve on the Village Board and thanked the staff and others he has served with.

Trustee Dalton wanted to thank everyone as well.

15. OLD BUSINESS

None

16. ADJOURNMENT SINE DIE

Kathy passed her gavel to Village President Elect, Suzanne Fahnestock and a motion for adjournment sine die was made by Trustee Rebone with 2nd by Trustee Dalton to adjourn sine die. Motion carried by voice vote.

ORDER OF BUSINESS (NEW BOARD MEMBERS)

1. SWEARING IN OF THE NEWLY ELECTED TRUSTEES AND VILLAGE PRESIDENT

Pastor Matthew Blackford swore in Suzanne Fahnestock as Village President.

Village Attorney Buick swore in Clifford Speare as Village Trustee.

Village Attorney Buick swore in Tonia Groezinger as Village Trustee.

2. CALL TO ORDER

President Fahnestock called the meeting to order.

3. ROLL CALL/ESTABLISH QUORUM

President Fahnestock asked for a roll call to establish a quorum.

Members answering present were President Fahnestock, Trustee Groezinger, Trustee Rebone, Trustee Speare, and Trustee Ward.

4. NEW BUSINESS

5. MOTIONS

A. Motion to Waive Penalty Fee for Acct# 0070007600 in the Amount of \$47.87

Motion by Trustee Ward with 2nd by Trustee Rebone to waive the penalty fee for account #0070007600 in the amount of \$47.87. On a roll call vote Trustee Groezinger, Trustee Rebone, Trustee Speare, and Trustee Ward voted yes. Motion carried.

6. RESOLUTIONS

A. **RESOLUTION 2021-07 - A RESOLUTION ESTABLISHING A POLICY FOR HONORARY STREET NAME DESIGNATION**

This resolution adopts the Honorary Street Name Designation Policy that allows Streets to be Named after Individuals, Organizations or Events if they Meet Certain Criteria

Motion by Trustee Speare with 2nd by Trustee Ward to approve Resolution 2021-07 A resolution establishing a policy for honorary street name designation. On a roll call vote Trustee Groezinger, Trustee Rebone, Trustee Speare, and Trustee Ward voted yes. Motion carried.

B. RESOLUTION 2021-08 – HONORARILY NAMING CENTER STREET AS KATHLEEN CURTIS WAY

This Resolution Honorarily Designates Center Street as Kathleen Curtis Way

Motion by Trustee Rebone with 2nd by Trustee Speare to approve Resolution 2021-08 honorarily naming Center Street as Kathleen Curtis Way. On a roll call vote Trustee Groezinger, Trustee Rebone, Trustee Speare, and Trustee Ward voted yes. Motion carried.

C. RESOLUTION 2021-09 – A RESOLUTION AUTHORIZING THE TEMPORARY USE OF THE PUBLIC SIDEWALK BY LODI TAP HOUSE, LLC AND SOUL LOCO, LLC

This Resolution authorizes the temporary use of the public sidewalk during the Phase IV Restore Illinois Mitigation Plan

Motion by Trustee Speare with 2nd by Trustee Ward to approve Resolution 2021-09 a resolution authorizing the temporary use of the public sidewalk by Lodi Tap House, LLC and Soul Loco, LLC.

There was a brief discussion of modifications to the resolution and the motion was amended.

The motion was amended to be an updated Resolution 2021-09 a resolution authorizing the temporary use of the public sidewalk by the Main Street and Pleasant Street bars, restaurants, and coffee shop establishments.

On a roll call vote Trustee Groezinger, Trustee Rebone, Trustee Speare, and Trustee Ward voted yes. Motion carried.

7. ORDINANCES

A. ORDINANCE 2021-10 AN ORDINANCE MODIFYING TITLE 4, CHAPTER 2, “LIQUOR CONTROL,” SECTIONS 5 AND 6 OF THE MAPLE PARK VILLAGE CODE

This Ordinance amends the Village Code with regards to the ability to hold a liquor license.

Motion by Trustee Rebone with 2nd by Trustee Groezinger to approve Ordinance 2021-10 an ordinance modifying Title 4, Chapter 2, “Liquor Control,” Sections 5 and 6 of the Maple Park Village Code. On a roll call vote Trustee Groezinger, Trustee Rebone, Trustee Speare, and Trustee Ward voted yes. Motion carried.

B. ORDINANCE 2021-11 AN ORDINANCE AMENDING TITLE 1 “ADMINISTRATION,” CHAPTER 6 “VILLAGE OFFICERS AND EMPLOYEES,” ARTICLE 1 “VILLAGE CLERK,” TO INCLUDE A NEW SECTION 9 ENTITLED “DEPUTY VILLAGE CLERK”

This Ordinance amends the Village Code and officially creates the position of Deputy Village Clerk

Motion by Trustee Ward with 2nd by Trustee Groezinger to approve Ordinance 2021-11 an ordinance amending Title 1 “Administration,” Chapter 6 “Village Officers and Employees,” Article 1 “Village Clerk,” to include a new Section 9 entitled “Deputy Village Clerk”. On a roll call vote Trustee Groezinger, Trustee Rebone, Trustee Speare, and Trustee Ward voted yes. Motion carried.

8. APPOINTMENTS

A. Deputy Village Clerk – Cheryl Aldridge

Motion by Trustee Speare with 2nd by Trustee Ward to confirm the appointment of Deputy Village Clerk Cheryl Aldridge. On a roll call vote Trustee Groezinger, Trustee Rebone, Trustee Speare, and Trustee Ward voted yes. Motion carried.

9. EXECUTIVE SESSION

None

10. ADJOURNMENT

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

Meeting adjourned at 7:34p.m.

Respectfully submitted,

Cheryl Aldridge
Deputy Clerk



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**BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE
MEETING MINUTES
TUESDAY, MAY 18, 2021
7:00 p.m.
MAPLE PARK CIVIC CENTER
302 WILLOW STREET, MAPLE PARK**

1. CALL TO ORDER

Village President Suzanne Fahnstock called the meeting to order at 7:00p.m.

2. ROLL CALL/QUORUM ESTABLISHED

President Fahnstock called for the roll to establish quorum.

Those answering present were Village President Suzanne Fahnstock, Trustee Tonia Groezinger, Trustee Christian Rebore, Trustee Clifford Speare, and Trustee Jen Ward. Quorum was established.

Also present were Village Administrator Dawn Wucki-Rossbach, Chief Dean Stiegemeier, and Deputy Clerk Cheryl Aldridge.

3. PLEDGE OF ALLEGIANCE

President Fahnstock led everyone in the Pledge of Allegiance.

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 villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting.*

No public comments.

5. SWEARING IN OF NEWLY ELECTED TRUSTEES

A. JT Peloso

B. David “Chris” Simon

JT Peloso and David “Chris” Simon were sworn in as Village Trustees by Attorney Jessica Harrill.

6. OTHER BUSINESS

A. Annual Electric Aggregation Renewal – Progressive Energy Group/Arnie Schramel

Arnie Schramel updated the Village Board on the Village's aggregate and how the renewal program works. He explained that residents have the ability to opt in or out at any time without penalty. He also explained that any resident with a net metering account for solar panels will be left out of the aggregate.

B. Discussion of 12-6-1: Cash Contribution for School Park Land Acquisition (Impact Fee)

Village Administrator Dawn Wucki-Rossbach briefed the Village Board about the Cash Contribution for School Park Land Acquisition. She walked the Board through her analysis of the Building Fees. The Board discussed the plans for the Village Parks and how the additional Impact Fees could be spent.

The Village Board consensus was to reinstate the fee on July 1, 2021. There will be a notification send to builders.

7. VILLAGE BOARD ORIENTATION

A. Welcome and Introductions

Village Administrator Dawn Wucki-Rossbach gave a brief overview of what topics would be reviewed this evening and introduced Aaron Golden from IMLRMA.

B. Illinois Municipal League Risk Management Association (IMLRMA) – Aaron Golden
1. Explanation of Insurance Coverage – Type, Deductibles and Limits
2. What Coverage Means for Elected Officials

Aaron Golden from IMLRMA gave the Village Board a brief overview of the insurance coverage the Village has through IMLRMA. IMLRMA covers the Village for liability, property coverage, and worker's compensation. There was an open dialogue regarding the coverage the Village has, industry standards, and how IMLRMA protects the Village, Village employees, and Village Officials.

C. Open Meetings Act – Village Attorney Jessica Harrill

Village Attorney Jessica Harrill walked the Board through the Open Meetings Act and explained how to protect against OMA violations.

D. Freedom of Information Act – Village Attorney Jessica Harrill

Attorney Harrill explained the Freedom of Information Act and what information the Village must provide through a FOIA request.

E. Municipal Code 1-6-9 Ethics – Village Attorney Jessica Harrill

Attorney Harrill explained the Code of Ethics and the responsibility of the Village Board.

F. Distribution of Elected Officials Guide Binders

Village Administrator Dawn Wucki-Rossbach distributed the elected officials guide binders and walked the Board through the various sections in the binder.

G. To be Completed/Distributed at a Later Date:

1. Open Meetings Act Training – To be Determined
2. Sexual Harassment Training – Completed by September 15, 2021
3. Emergency Disaster Preparedness Binder

8. VILLAGE ADMINISTRATOR REPORT

Village Administrator Dawn Wucki-Rossbach reminded the Village Board that Vehicle Stickers are due by the end of May. Please make sure to get your stickers. We have a planned power outage next week that will impact approximately 100 homes. The residents have been notified by letter. There was also a reminder about the grand opening of Soul Loco and the Lodi food truck tomorrow, May 19th.

9. VILLAGE PRESIDENT REPORT

Village President Suzanne Fahnestock updated the Board that she will be at the grand opening of Soul Loco. She also updated the Village Board on the vaccination clinic on Saturday, May 22, 2021. This will be a joint project with the Kane County Board, the Kane County Health Department, VNA, and the Village of Maple Park. There will be 400 appointments available and will be open to Maple Park Residents, Kaneland students, and Kane County Residents. She also wanted to make sure that the Board understood that she is personally purchasing all of the furniture that will be furnishing her office here at the Village Hall.

10. OTHER BUSINESS

No other business was heard.

11. EXECUTIVE SESSION

Probable or Imminent Litigation 5ILCS 120/2 (c) 11

Motion by Trustee Ward with 2nd by Trustee Rebone to move to Executive Session to discuss Probable or Imminent Litigation under 5ILCS 120/2 (c) 11. On a roll call vote Trustee Groezinger, Trustee Peloso, Trustee Rebone, Trustee Simon, Trustee Speare, and Trustee Ward voted yes. Motion carried.

Moved to Executive Session at 9:12p.m.

Motion by Trustee Groezinger with 2nd by Trustee Simon to return to Regular Session. On a roll call vote Trustee Groezinger, Trustee Peloso, Trustee Rebone, Trustee Simon, Trustee Speare, and Trustee Ward voted yes. Motion carried.

Return to Regular Session at 9:36p.m.

12. ADJOURNMENT

Having no further business before the board, motion by Trustee Rebone with 2nd by Trustee Peloso to adjourn. Motion carried by voice vote. Meeting adjourned at 9:37p.m.

Respectfully submitted,

Cheryl Aldridge
Deputy Clerk

VILLAGE OF MAPLE PARK, ILLINOIS
Schedule of Cash and Investments
April 30, 2021

| Fund | Interest Rate | CDs | IP Accounts | First Midwest | Old Second Checking | Total Cash & Investments |
|---|------------------|-----------|----------------|---------------|------------------------|-----------------------------|
| Operating Funds | | | | | | |
| General Fund | | | | | | |
| Old Second - Checking Acct | 0.00% | - | - | - | 134,603.55 | 134,603.55 |
| Illinois Public Treasurer's Pool | 0.07% | - | 254,336.61 | - | - | 254,336.61 |
| Total General Fund | | - | 254,336.61 | - | 134,603.55 | 388,940.16 |
| Utility Tax Fund | | | | | | |
| Old Second - Checking Acct | 0.00% | - | - | - | 12,416.39 | 12,416.39 |
| First Midwest Bank | 0.04% | - | - | 335,507.87 | - | 335,507.87 |
| Illinois Public Treasurer's Pool | 0.07% | - | 137,570.79 | - | - | 137,570.79 |
| First Midwest Bank - CD (for vehicle loan) | 0.50% | 37,000.00 | - | - | - | 37,000.00 |
| Total Utility Tax Fund | | 37,000.00 | 137,570.79 | 335,507.87 | 12,416.39 | 522,495.05 |
| TIF District Fund | | | | | | |
| Old Second - Checking Account | 0.00% | - | - | - | - | - |
| Old Second - TIF Checking Acct | 0.00% | - | - | - | 384,924.10 | 384,924.10 |
| Total Road & Bridge Fund | | - | - | - | 384,924.10 | 384,924.10 |
| Road & Bridge Fund | | | | | | |
| Old Second - Checking Account | 0.00% | - | - | - | 29,050.73 | 29,050.73 |
| Illinois Public Treasurer's Pool | 0.07% | - | 58,481.56 | - | - | 58,481.56 |
| Total Road & Bridge Fund | | - | 58,481.56 | - | 29,050.73 | 87,532.29 |
| Motor Fuel Tax Fund | | | | | | |
| Old Second - Checking Account | 0.00% | - | - | - | - | - |
| Illinois Public Treasurer's Pool | 0.07% | - | 141,166.00 | - | - | 141,166.00 |
| Total Motor Fuel Tax Fund | | - | 141,166.00 | - | - | 141,166.00 |
| Water & Sewer Funds | | | | | | |
| Operating Accounts | | | | | | |
| Old Second - Checking Account | 0.00% | - | - | - | (35,116.57) | (35,116.57) |
| Illinois Public Treasurer's Pool | 0.07% | - | 489,672.97 | - | - | 489,672.97 |
| Total Operating Accounts | | - | 489,672.97 | - | (35,116.57) | 454,556.40 |
| Water Improvement Account | | | | | | |
| Old Second - Checking Account | 0.00% | - | - | - | 25,636.62 | 25,636.62 |
| Illinois Public Treasurer's Pool | 0.07% | - | 292,936.19 | - | - | 292,936.19 |
| Total Water Improvement Accounts | | - | 292,936.19 | - | 25,636.62 | 318,572.81 |
| Sewer Improvement Account | | | | | | |
| Old Second - Checking Account | 0.00% | - | - | - | 34,656.50 | 34,656.50 |
| Illinois Public Treasurer's Pool | 0.07% | - | 510,172.20 | - | - | 510,172.20 |
| Total Sewer Improvement Accounts | | - | 510,172.20 | - | 34,656.50 | 544,828.70 |
| Total Water & Sewer Funds | | - | 1,292,781.36 | - | 25,176.55 | 1,317,957.91 |
| Total Village Operating Funds | | 37,000.00 | 1,884,336.32 | 335,507.87 | 586,171.32 | 2,843,015.51 |
| Escrow Funds | | | | | | |
| School Land Cash | | | | | | |
| Old Second - Checking Account | 0.00% | - | - | - | - | - |
| Developer Escrow Fund | | | | | | |
| Old Second - Checking Account | 0.00% | - | - | - | 48,085.89 | 48,085.89 |
| Total Village Escrow Funds | | - | - | - | 48,085.89 | 48,085.89 |
| Total Village Cash & Investments | | 37,000.00 | 1,884,336.32 | 335,507.87 | 634,257.21 | 2,891,101.40 |

DATE: 05/27/21

Thursday May 27, 2021

PAGE 1

| PAYABLE TO INV NO | G/L NUMBER | DESCRIPTION | AMOUNT | DISTR |
|-----------------------------------|---------------|--------------------------|---------|---------|
| ===== | | | | |
| 01 AEP ENERGY | | | 2971.03 | |
| 3010527038 0521 | 52-10-5730 | WELL | | 1929.68 |
| 3010527049 0521 | 52-20-5730 | WWTP | | 952.11 |
| 3010527050 0521 | 52-20-5730 | LIFT STATION | | 89.24 |
| 01 A&P CAR WASH, INC. | | | 96.00 | |
| 132 | 01-30-5600 | CAR WASH TOKENS | | 96.00 |
| 01 CASEY'S BUSINESS MASTERCARD | | | 513.42 | |
| 05082021 | 01-30-5250 | GASOLINE | | 513.42 |
| 01 CODE BLUE | | | 350.00 | |
| 2915 | 01-10-5420 | PLUMBING INSPECTIONS | | 50.00 |
| 2915 | 01-10-5420.02 | PLUMBING INSPECTIONS | | 250.00 |
| 2915 | 01-10-5420.03 | PLUMBING INSPECTIONS | | 50.00 |
| 01 COMMONWEALTH EDISON | | | 1164.03 | |
| 01470771920421A | 01-50-5730 | STREET LIGHTING | | 209.21 |
| 4665155040 0521 | 01-50-5730 | STREET LIGHTING | | 929.79 |
| 5778015012 0421 | 01-20-5730 | HERITAGE HILLS POND | | 25.03 |
| 01 DE LAGE LANDEN PUBLIC FINANCE | | | 487.08 | |
| 72485958 | 01-10-5160 | COPIER | | 199.82 |
| 72485958 | 01-10-5200 | COPY COSTS | | 287.26 |
| 01 FOSTER, BUICK, CONKLIN & LUNDG | | | 3718.75 | |
| 38727 | 01-10-5330 | GENERAL COUNSEL | | 2581.25 |
| 38727 | 01-10-5900 | DIEHL PC21-001 | | 43.75 |
| 38727 | 01-10-5330 | LIQUOR ISSUES | | 831.25 |
| 38727 | 01-10-5330 | ORDINANCES/RESOLUTIONS | | 262.50 |
| 01 GMJB INC. | | | 2010.00 | |
| 11685 | 01-10-5900 | HYDRANT REPAIR | | 2010.00 |
| 01 FRONTIER | | | 191.72 | |
| 8158273710 0521 | 52-10-5700 | WELL HOUSE | | 67.24 |
| 8158275039 0521 | 52-20-5700 | WWTP | | 57.24 |
| 8158275069 0521 | 52-20-5700 | LIFT STATION | | 67.24 |
| 01 HOLMGREN ELECTRIC INC. | | | 1809.76 | |
| 8229 | 01-50-5600 | STREET LIGHT REPAIRS | | 550.64 |
| 8233 | 01-20-5600 | AERATOR TROUBLESHOOTING | | 270.00 |
| 8266 | 01-50-5600 | STREET LIGHT REPAIR | | 989.12 |
| 01 ILLINOIS MUNICIPAL LEAGUE | | | 70.00 | |
| 421 | 01-10-5900 | CLERK EMPLOYMENT AD | | 35.00 |
| 423 | 01-20-5900 | PW EMPLOYMENT AD | | 17.50 |
| 423 | 01-50-5900 | PW EMPLOYMENT AD | | 17.50 |
| 01 JOSH JORDAN | | | 25.00 | |
| 05312021 | 01-10-5700 | CELL PHONE STIPEND | | 25.00 |
| 01 KANELAND COMM. UNIT SCHOOL DIS | | | 7966.00 | |
| MP21-31 | 70-00-5930 | PAYMENT TO SCHOOLS | | 3200.00 |
| MP21-31 | 28-00-2200.90 | KANELAND FOUNDATION FEES | | 266.00 |
| MP21-31 | 28-00-2200.91 | KANELAND IMPACT FEES | | 4500.00 |
| 01 LEXIPOL LLC | | | 1720.00 | |
| INVLEX1662 | 01-30-5550 | LAW ENFORCEMENT POLICY | | 1720.00 |

| PAYABLE TO INV NO | G/L NUMBER | DESCRIPTION | AMOUNT | DISTR |
|-----------------------------------|---------------|-------------------------------|----------|----------|
| ===== | | | | |
| 01 LINTECH ENGINEERING, INC. | | | 1402.50 | |
| 4439 | 01-10-5320 | ENGINEERING MEETINGS | | 680.00 |
| 4439 | 01-50-5320 | HOA STORMWATER MEETING | | 212.50 |
| 4439 | 01-10-5320 | PLAN REVIEWS | | 510.00 |
| 01 LOWE'S | | | 54.06 | |
| 05172021 | 01-40-5100 | GENERAL SUPPLIES | | 54.06 |
| 01 MAPLE PARK SUPPLY | | | 9.12 | |
| 117167 | 01-50-5600 | SALT BIN CANOPY | | 9.12 |
| 01 MAPLE PARK FIRE PROTECTION DIS | | | 1008.67 | |
| MP21-31 | 28-00-2200.93 | FIRE DISTRICT IMPACT FEES | | 1008.67 |
| 01 MAPLE PARK LIBRARY | | | 1008.67 | |
| MP21-31 | 28-00-2200.92 | LIBRARY IMPACT FEES | | 1008.67 |
| 01 MEDIACOM | | | 176.90 | |
| 05212021 | 01-10-5700 | INTERNET SERVICE | | 176.90 |
| 01 LINTECH ENGINEERING, INC. | | | 2500.00 | |
| 4440 | 52-10-5390 | OPERATION SERVICES | | 1250.00 |
| 4440 | 52-20-5390 | OPERATION SERVICES | | 1250.00 |
| 01 MIKE MILLER | | | 325.00 | |
| 04302021 | 01-20-5390 | PARKS & GROUNDS ASSISTANCE | | 175.00 |
| 05182021 | 01-10-5390 | DELIVER FLYERS | | 150.00 |
| 01 MOTOROLA SOLUTIONS, INC. | | | 36576.00 | |
| 1187051550 | 01-30-8200 | POLICE RADIOS | | 36576.00 |
| 01 NICOR | | | 555.85 | |
| 331314100040521 | 01-50-5730 | GARAGE GAS | | 63.86 |
| 399087100050521 | 01-40-5730 | CIVIC CENTER GAS | | 491.99 |
| 01 QUILL CORPORATION | | | 129.47 | |
| 16372753 | 01-10-5200 | OFFICE SUPPLIES RETURN | | 101.98- |
| 16669956 | 01-10-5200 | OFFICE SUPPLIES | | 79.98 |
| 16799015 | 01-10-5200 | OFFICE SUPPLIES | | 119.99 |
| 16865399 | 01-10-5200 | OFFICE SUPPLIES | | 31.48 |
| 01 QUINLAN'S INC. | | | 154.80 | |
| 30541 | 01-40-5600 | RUG CLEANING | | 154.80 |
| 01 REINDERS, INC. | | | 260.00 | |
| 4064985-00 | 01-20-5600 | STEEL CABLE FOR AERATOR | | 260.00 |
| 01 ROGERS PUMP SALES & SERVICE IN | | | 1649.00 | |
| 36 | 52-10-5600 | GENERATOR MAINTENANCE | | 824.50 |
| 36 | 52-20-5600 | GENERATOR MAINTENANCE | | 824.50 |
| 01 ROSS ELECTRIC, INC. | | | 156.25 | |
| 27407 | 01-20-5600 | TROUBLESHOOT CORD FOR AERATOR | | 156.25 |
| 01 SUBURBAN LABORATORIES, INC. | | | 60.00 | |
| 188352 | 52-10-5335 | WATER TESTING | | 60.00 |
| 01 ULINE | | | 187.36 | |
| 133706719 | 01-10-5200 | DOORKNOB BAGS | | 42.27 |
| 133706719 | 52-20-5100 | COMPLIANCE CENTER | | 88.05 |
| 133851252 | 01-10-5900 | SCISSORS | | 57.04 |
| 01 USIC LOCATING SERVICES, LLC | | | 491.31 | |

SYS DATE:05/27/21

VILLAGE OF MAPLE PARK
A / P W A R R A N T L I S T
REGISTER # 804
Thursday May 27, 2021SYS TIME:09:49
[NW1]

DATE: 05/27/21

PAGE 3

| PAYABLE TO INV NO | G/L NUMBER | DESCRIPTION | AMOUNT | DISTR |
|-----------------------------------|------------|-------------|----------|---------|
| ===== | ===== | ===== | ===== | ===== |
| 436479 | 01-50-5390 | LOCATES | | 245.66 |
| 436479 | 52-10-5390 | LOCATES | | 122.83 |
| 436479 | 52-20-5390 | LOCATES | | 122.82 |
| 01 VERIZON WIRELESS | | | 340.33 | |
| 9880160188 | 01-10-5700 | CELL PHONES | | 159.40 |
| 9880160188 | 01-30-5700 | CELL PHONES | | 70.88 |
| 9880160188 | 01-30-5700 | AIR CARDS | | 110.05 |
| 01 VIRGIL TOWNSHIP ROAD DISTRICT | | | 4776.89 | |
| 2905980647 | 01-50-5175 | ROAD SALT | | 2473.53 |
| 2906014111 | 01-50-5175 | ROAD SALT | | 2303.36 |
| 01 WATER SOLUTIONS UNLIMITED, INC | | | 792.00 | |
| 42518 | 52-10-5110 | CHEMICALS | | 792.00 |
| ** TOTAL CHECKS TO BE ISSUED | | | 75706.97 | |

SYS DATE:05/27/21

VILLAGE OF MAPLE PARK
A / P W A R R A N T L I S T
REGISTER # 804
Thursday May 27, 2021

SYS TIME:09:49
[NW1]

DATE: 05/27/21

PAGE 4

| FUND INV NO | G/L NUMBER | DESCRIPTION | AMOUNT | DISTR |
|----------------|-------------------------------|-------------|-----------|-------|
| 01 | GENERAL FUND | | 57226.18 | |
| 28 | DEVELOPERS ESCROW FUND | | 6783.34 | |
| 52 | WATER & SEWER FUND | | 8497.45 | |
| 70 | SCHOOL LAND CASH FUND | | 3200.00 | |
| *** | GRAND TOTAL *** | | 75706.97 | |
| | TOTAL FOR REGULAR CHECKS: | | 74,430.54 | |
| | TOTAL FOR DIRECT PAY VENDORS: | | 1,276.43 | |

DATE: 05/27/21

Thursday May 27, 2021

PAGE 5

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A/P MANUAL CHECK POSTING LIST

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

| PAYABLE TO REG# INV NO | CHECK DATE G/L NUMBER | CHECK NO DESCRIPTION | AMOUNT | DISTR |
|-----------------------------------|--------------------------|-------------------------------|---------|---------|
| 01 CHERYL ALDRIDGE 87 34871 | 05/04/21 01-10-5900 | 22579 PLAQUE REIMBURSEMENT | 179.10 | 179.10 |
| 01 AMERICAN BANK & TRUST | 05/11/21 | 22582 | 2230.32 | |
| 87 04272021H | 01-30-5100 | GENERAL SUPPLIES | | 149.89 |
| 87 04272021I | 01-20-5600 | MAINTENANCE & REPAIR | | 351.95 |
| 87 04272021I | 52-10-5600 | MAINTENANCE & REPAIR | | 22.33 |
| 87 04272021I | 52-20-5600 | MAINTENANCE & REPAIR | | 22.32 |
| 87 04272021J | 01-20-5600 | MAINTENANCE & REPAIR | | 43.23 |
| 87 04272021J | 52-10-5600 | MAINTENANCE & REPAIR | | 143.64 |
| 87 04272021L | 01-10-5155 | GOLF CART LICENSE EXPENSE | | 95.43 |
| 87 04272021L | 01-10-5200 | OFFICE SUPPLIES | | 437.83 |
| 87 04272021L | 01-10-5390 | OTHER PROFESSIONAL SERVICES | | 55.42 |
| 87 04272021L | 01-10-5550 | SOFTWARE EXPENSE | | 23.88 |
| 87 04272021L | 01-10-5700 | TELEPHONE | | 153.63 |
| 87 04272021L | 01-10-5900 | OTHER EXPENSES | | 149.90 |
| 87 04272021L | 01-30-5700 | TELEPHONE | | 140.67 |
| 87 04272021L | 01-40-5900 | OTHER EXPENSE | | 76.69 |
| 87 04272021L | 15-00-5100 | GENERAL SUPPLIES | | 363.51 |
| 01 WATER WELL SOLUTION IL DIVISIO | 05/11/21 | 22581 | 4000.00 | |
| 87 IL21-03-106A | 54-00-5600 | WELL NO. 4 | | 4000.00 |
| ** TOTAL MANUAL CHECKS REGISTERED | | | 6409.42 | |

=====

REPORT SUMMARY

| CASH FUND | CHECKS TO BE ISSUED | REGISTERED MANUAL | TOTAL |
|--------------|------------------------|----------------------|----------|
| 01 | 75706.97 | 6409.42 | 82116.39 |
| TOTAL CASH | 75706.97 | 6409.42 | 82116.39 |

PAGE 6

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

| PAYABLE TO | | CHECK DATE | CHECK NO | AMOUNT | |
|-------------|--------|------------|-------------|----------|-------|
| REG# | INV NO | G/L NUMBER | DESCRIPTION | | DISTR |
| ===== | | | | | |
| ===== | | | | | |
| DISTR | | CHECKS TO | REGISTERED | | |
| FUND | | BE ISSUED | MANUAL | TOTAL | |
| ===== | | | | | |
| 01 | | 57226.18 | 1857.62 | 59083.80 | |
| 15 | | .00 | 363.51 | 363.51 | |
| 28 | | 6783.34 | .00 | 6783.34 | |
| 52 | | 8497.45 | 188.29 | 8685.74 | |
| 54 | | .00 | 4000.00 | 4000.00 | |
| 70 | | 3200.00 | .00 | 3200.00 | |
| | | ----- | ----- | ----- | |
| TOTAL DISTR | | 75706.97 | 6409.42 | 82116.39 | |



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, JUNE 1, 2021

- Budget Report – With April being the end of the fiscal year, the budget report is not included in the packet. The April results will need to include many audit entries as the year is finished. Once the audit is complete, the FY2022 results will also be updated.

The Village's cash position has been closely monitored and as the year end results from FY2021 are completed, results of the Village's future cash outlook and revenue will be brought to the Board. The Village currently has not needed to use any fund balance (savings) to pay for any operating expenses.

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

- Escrow Accounts – There was no escrow activity in May.
- Warrant List
 - A/P Check run of \$75,706.97, manual checks of \$6,409.42 for a total of \$82,116.39.
 - Motorola Solutions, Inc. - \$36,576.00 – New Police Radios
- Please let me know if you have any questions or concerns.

Estimated Cash Balances for May 31, 2021

| | 05/01/21 Balance | Misc | Transfers & Deposits | Manual Checks and Tax Pymts | Payroll | 05/31/21 Check Run | Estimated 05/31/21 Balance | |
|---------------------|---------------------|------|-------------------------|--------------------------------|-------------|-----------------------|-------------------------------|-------|
| Old Second Checking | 249,333.11 | | 105,723.69 | (38,570.08) | (22,870.66) | (75,706.97) | 217,909.09 | 0.00% |
| First Midwest | 335,507.87 | | | | | | 335,507.87 | 0.04% |
| TIF Funds | 384,924.10 | | 8,718.55 | | | | 393,642.65 | 0.00% |
| Illinois Funds | 1,884,336.32 | | 56,796.21 | | | | 1,941,132.53 | 0.07% |
| First Midwest CD | 37,000.00 | | | | | | 37,000.00 | 0.50% |
| | 2,891,101.40 | 0.00 | 171,238.45 | (38,570.08) | (22,870.66) | (75,706.97) | 2,925,192.14 | |



Village of Maple Park

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


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Fax: 815-827-4040

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

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: May 27, 2021

SUBJECT: DISCUSSION ABOUT PURCHASING NEW VILLAGE BOARD ROOM FURNITURE

BACKGROUND

The Village currently uses folding tables that serve as the dais for the Village Board. Folding tables also serve as the Staff Table and the where the Village Clerk sits during all Village Meetings. The existing tables maybe easier to fold up and move, but are old, are scratched and stained and are becoming more difficult to keep clean. The chairs that the Village Board, Village Staff and the Village Clerk sit on are old and the hydraulics of the chairs do not always raise/lower and the fabric is faded and worn. Plus, the tables and chairs do not present a professional look due to their poor condition.

Looking at replacement tables and chairs, Staff considered purchasing all new tables and chairs, as well as used office furniture. The tables have to be mobile, have grommets and a wire trough through which power cords could be placed through and used during a meeting so there are not any trip hazards in the room. Chairs must have some form of ergonomics capability and not made with bonded leather that cracks and and disintegrates over time.

Staff obtained a quote from National Business Furniture (NBF) in order to obtain a budget figure for furniture replacement for the following:

1. Eight (8) Mobile Folding Tables 30" X 72" tables – Six (6) of the tables will seat the Trustees, two (2) at each table comfortable and the Village President, Village Administrator and Village Attorney fill the fifth and sixth spots. The seventh and eighth tables will seat two (2) staff members comfortably at each table. These tables have a laminated mahogany surface, with a black metal modesty panel. The table contains two (2) grommets through which electric and cabling can be run. There is also a trough behind the modesty panel so power and computer cords cannot be seen. One (1) set of wheels lock so the tables will not move when in use. The tables can be folded vertically and moved wherever they are needed.
2. One (1) 24" X 60" table – Will be for the Village Clerk. This table is made of the same material, it is 12" inches shorter and less deep than the eight (8) other tables because only one person is sitting at this table.
3. Thirteen (13) Mid-Back Fabric Chairs (Black frame/cloth) – These chairs can be adjusted ergonomically.
4. The total cost of Items #1 – 3 is \$7,948.74, this includes shipping and inside delivery. Staff will have to unbox and assemble the chairs.
5. All National Business Furniture comes with a lifetime guarantee, see Quote QM591045 (v8).

Staff was unable to locate any used portable folding tables; however, Staff was able to locate used office chairs. The chairs are from Affordable Office Interiors, they have warehouse in Roselle, Illinois. The cost of thirteen (13) Hawaorth Improve H.E. High Back Chairs, burgundy cloth/black frame at a cost of \$95.00 per chair and a delivery cost of \$450.00, a credit of \$123.50 applied, the total cost of the used chairs is \$1,111.50, Quote 36619. AOI currently has 22 of these chairs, Staff could go and pick the best of these chairs in order to purchase the 13 that are needed.

If the Village wanted to decrease the cost of furniture the Village should consider purchasing the nine (9) tables from NBF and purchase the chairs from AOI. If this was completed, the total cost would be \$5,100.86, which is \$2,847.88 less than if all the furniture purchased were new.

The Village does not have the purchase of the tables and chairs budgeted for in the FY2022 Budget. The Board may consider paying for the furniture through the Utility Tax Fund (12-00-8200 Equipment.) This would require a Budget Amendment because fund balance would need to be used to pay for the furniture. There are sufficient funds in the Utility Tax Fund; however, this would mean dipping below the informal \$500,000 fund balance policy for this fund/account.

RECOMMENDATION

That the Village Board review and discuss the cost of replacing the Board Room tables and chairs. If the Board supports the replacement of the tables and chairs, they should authorize Staff to proceed with signing off on the quote and moving forward with the purchase. If the Board does not agree with the purchase, Staff can move the purchase ahead to next budget seasons.

Attachments

Quote QM591045

Quote 36619



NATIONAL BUSINESS FURNITURE

Quote # QM591045 (v8)

National Business Furniture, LLC

770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x3613 fax: (800) 329-9349

Ship-To Address dwrossbach@villageofmaplepark.com

DAWN WUCKI-ROSSBACH
VILLAGE OF MAPLE PARK
302 WILLOW ST BOX 220
MAPLE PARK, IL 60151
(815) 827-3309

Source: 99
Cat: 46
Cust#: CD3347

Bill-To Address dwrossbach@villageofmaplepark.com

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|--------|-----|----------------------------|--------------------------------|-----------|---------------|----------------|-------------|
| 47000 | 1 | Mobile Folding Table 24X60 | Mahogany Top/Black Frame | 3-4 Wks | \$298.00 | \$280.12 | \$280.12 |
| 47004 | 8 | Mobile Folding Table 30X72 | Mahogany Top/Black Frame | 3-4 Wks | \$339.00 | \$318.66 | \$2,549.28 |
| 50615 | 13 | Mid Back Fabric Chair RTA | Black Solid Fabric/Black Frame | 2-3 Wks | \$279.00 | \$262.26 | \$3,409.38 |
| | 1 | LIFETIME GUARANTEE | | | FREE | | |

Important Information:

HOME EXPRESS - ROOM OF CHOICE: INSIDE DELIVERY TO ROOM OF CHOICE, STAIRS UP TO TWO FLIGHTS, NO UNCARTONING OR DEBRIS REMOVAL.

Price reflects quoted discount, valid for 90 days from 5/27/2021, with the exception of dated sales and promos.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Need a copy of our W-9? Please visit our website at:
<https://www.nbf.com/Customer-Services/FAQs/Duns-and-Federal-Tax-Identification-Numbers>

| | |
|----------------------|-------------------|
| Merchandise | \$6,637.00 |
| Total Discount | 398.22 |
| Merchandise Subtotal | 6,238.78 |
| Shipping & Handling | 1,709.96 |
| Subtotal | 7,948.74 |
| Total Tax | 0.00 |
| Order Total | \$7,948.74 |

| | | | | | | |
|---------------|-------------------------|-----------|--------------|--------|-------------|------------|
| Customer PO#: | Quoted By: KATIE SUMNER | Ext: 3613 | On: 05/27/21 | Page 1 | Order Total | \$7,948.74 |
|---------------|-------------------------|-----------|--------------|--------|-------------|------------|

Quotations & Drawings property of National Business Furniture - MIL. Copyright 2021.

| | |
|--|---------------------|
| | \$7,948.74 |
| | <u>(\$3,409.38)</u> |
| | \$4,539.36 |
| AOI - Purchase 13 Used Haworth Improv Chairs | 1,111.50 |
| Estimated Delivery Charge | <u>450.00</u> |
| | \$5,100.86 |



Mobile Folding Table 60"W x 24"D

Item#: 47000 Brand: MooreCo Collection: Agility

☆☆☆☆☆ 0.0 No Reviews [Write the First Review](#)

\$298.00 List: ~~\$723.23~~ You Save: 59%

Color: Mahogany

[Order Free Color Samples >](#)

Allow 2-3 weeks for delivery.

1

[Add To Cart](#)

[Add To Favorites](#) [Shipping](#)

[Information](#)



Mobile Folding Table 72"W x 30"D

Item#: 47004 Brand: MooreCo Collection: Agility

☆☆☆☆☆ 0.0 No Reviews [Write the First Review](#)

\$339.00 List: ~~\$968.06~~ You Save: 65%

Color: Mahogany

[Order Free Color Samples >](#)

Allow 2-3 weeks for delivery.

1

[Add To Cart](#)

[Add To Favorites](#) [Shipping](#)

[Information](#)





Mid-Back Fabric Chair

Item#: 50615 Brand: [NBF Signature Series](#) Collection: [Landmark](#)

☆☆☆☆ 0.0 No Reviews [Write the First Review](#)

\$279.00 List: ~~\$425.00~~ You Save: 34%

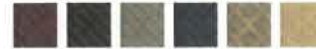
GSA

Upholstery: ~~Black~~

Solid Fabric (Open House):



Print Fabric (Fraternity):



[Order Free Color Samples >](#)

Allow 1-2 weeks for delivery.

1

[Add To Cart](#)

[Add To Favorites](#) [Shipping](#)

[Information](#)





HAWORTH 'Improv® H.E.' High Back Chair

~~\$195.00~~ **\$95.00** 26 in stock

ID#: 0619011S-1

QTY: 26 as of 05-04-21

[REQUEST INFORMATION](#)

[Compare](#)

SKU: 0619011S-1

Categories: All Used Furniture, Today's

Deals, Used Seating

Tags: HAWORTH Improv® H.E. High Back

Chair Used Haworth Task Chair





1954 S. Stoughton Rd Madison, WI 53716
501 S. Gary Ave. Roselle, IL 60172

Proposal

Sold To: Village of Maple Park
302 Willow St
Maple Park, IL 60151

ATTN: Dawn
Phone: 815-827-3309 ext 3
Email:
dwrossbach@villageofmaplepark.c

Install At: Village of Maple Park
302 Willow Street
Maple Park, IL 60151

ATTN: Dawn
Phone: 815-827-3309 ext 3
Email:
dwrossbach@villageofmaplepark.c

Quote #: 36619
Date: 05/27/2021
Customer PO #:
Salesperson: Dave Jung
Terms: 50% DEP NET 15

Chairs

| Qty | Product | Unit | Extended |
|-------|--|-----------|------------|
| 13.00 | USED TASK CHAIRS Used Haworth Improv chairs | \$95.00 | \$1,235.00 |
| 1.00 | CREDIT 25 year 10% off | -\$123.50 | -\$123.50 |



Proposal

| | |
|-----------------|------------|
| Total Product : | \$1,111.50 |
|-----------------|------------|

| | |
|-------------------|------------|
| Order Sub-Total : | \$1,111.50 |
|-------------------|------------|

| | |
|------------------------|-------------------|
| Project Total : | \$1,111.50 |
|------------------------|-------------------|

| | |
|--------------------------|----------|
| Required Deposit 50.0% : | \$555.75 |
|--------------------------|----------|

Thank you for allowing AOI the opportunity to present pricing. If you should have any questions, please contact me at djung@affordableoffice.com or 630-784-7748.

Sincerely,

Dave Jung

BOS Holdings and Affiliated Companies*
TERMS AND CONDITIONS OF SALE

By signing this proposal, Customer, hereinafter referred to as "Purchaser" agrees to the following terms and conditions:

1. **SCOPE:** Unless otherwise agreed in writing by the parties, these Terms and Conditions will apply to all purchases of office furniture, equipment and related services ("the Merchandise") from one or more of the companies listed above) hereinafter referred to as "Dealer") by Purchaser. The quotation/purchase order from Purchaser (once accepted in writing by) and all exhibits thereto will, together with these Terms and Conditions, constitute the "Agreement."
2. **GRANT OF SECURITY INTEREST:** To secure the performance of Purchaser's obligations under the Agreement, including all payment obligations, Purchaser hereby grants Dealer a security interest in the Merchandise. Purchaser agrees that Dealer may prepare and file a UCC financing statement and other instruments necessary to perfect, maintain, defend and enforce its security interest. Purchaser will sign such documents and take such other actions as Dealer may reasonably request to perfect, maintain, defend and enforce its security interest.
3. **CREDIT/PAYMENT TERMS:**
 - a. Credit. This Agreement is subject to credit approval. Credit may be established upon acceptance of satisfactory credit information, including a completed credit application. In the absence of adequate credit, full or partial payment at the time of ordering and/or payment upon delivery will be required.
 - b. Payment Terms. The terms of sale are as indicated on the invoice. All quotes are valid for up to 30 days. All payments will be made in U.S. dollars. Dealer will submit invoices as items are delivered or at the time of order completion. A monthly service charge of 1.5% per month (18% per annum) will be charged on all amounts not paid by Purchaser within fifteen (15) days of the invoice date and will be added to the balance outstanding.
 - c. Deposits. All required deposits must be received prior to the entering of any order. Dealer will apply deposits received pro rata to outstanding invoices. No interest shall accrue against such deposit. Required deposit amount is 50% of the contract amount less the amount required by manufacturers. Additionally, Purchaser shall supply any deposits required by manufacturers.
 - d. Withholding. Purchaser may withhold payment on an invoice only for damaged or non-conforming items of the Merchandise and only to the extent that such damage or failure to conform was expressly noted at the time of delivery, in writing, in accordance with Section 8(e) below. Such withholding shall in no way limit or impair Dealer's right to receive payment in full for all remaining items.
 - e. Credit Cards. Purchaser agrees to pay a convenience fee of 3% of the amount paid via credit card.
4. **ADDITIONAL COSTS**
 - a. Taxes. Purchaser shall pay all taxes, duties and tariffs applicable to any purchase or sale of the Merchandise. If Purchaser claims exemption from the payment of sales tax (or any similar tax that may be applicable to a purchase Purchaser will provide a completed certificate of resale or tax-exempt certificate upon Dealer's acceptance of a sale quotation or purchase order.
 - b. Storage:
 - i. Warehouse Shipments. Merchandise delivered via Dealer's warehouse, subject to space availability, may be held in its warehouse at the Purchaser's request at no charge for thirty (30) days. Storage charges will be invoiced for merchandise stored beyond the initial 30-day period.
 - ii. Direct Shipments. When merchandise is shipped directly to Purchaser from the manufacturer, Dealer will coordinate shipments to arrive at the jobsite at a reasonable time prior to the scheduled installation date. Purchaser shall make all necessary arrangements with landlords, other contractors, and other persons that Dealer can deliver the Merchandise to the jobsite without delay or disturbance. If Dealer is prevented from delivering the merchandise to the jobsite as a result of any cause or event beyond the control of Dealer, the merchandise will be rerouted to another suitable location. Purchaser will pay all additional costs associated with such rerouting, including transportation, handling, and storage charges.
5. **DISCLAIMER OF WARRANTIES:** DEALER HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All new product warranties come solely from the manufacturer. Dealer provides no warranties unless otherwise stated. All used furniture is sold "as is" without any manufacturer or dealer warranties whatsoever.
6. **CANCELLATION/RETURN/CHANGES/ADDITIONS:** All sales are final. No additions, substitutions or cancellations of any order, and no modifications or amendment of these Terms and Conditions shall be effective unless signed by duly authorized officers of Purchaser and Dealer.
7. **JOBSITE CONDITIONS**
 - a. Jobsite Services. Reasonable electric current, light, heat, hoisting and elevator service and reasonable access to suitable unobstructed dock space, trash disposal facilities, and secured staging/storage areas will be furnished by Purchaser without charge to Dealer.
 - b. Condition of Jobsite. Purchaser's jobsite shall be clean, clear, and free of debris prior to installation. Delivery and installation encumbrances that necessitate additional labor will result in extra charges. The jobsite shall also be free of interference and all trades in the work areas, and if jobsite is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. Subject to these conditions, Dealer shall be held harmless and shall not assume liability for job delay.
 - c. Permits, Dock, Elevator Fees, etc.. Purchaser agrees to pay for the cost of village permits, license fees, dock fees, scaffolding and other required items if not otherwise stated in the proposal.
8. **DELIVERY/INSTALLATION**
 - a. Title. Title to the Merchandise will pass to Purchaser upon delivery to the "Ship To" address specified in the Agreement.
 - b. Working Hours. Delivery and installation will be made during normal working hours, unless otherwise agreed in writing. The Purchaser will pay additional labor costs resulting from overtime work performed at the Purchaser's request, at the applicable overtime rate.
 - c. Responsibilities. Dealer may elect to meet direct trailer shipments at the jobsite and install without rehandling.
 - d. Erection and Assembly. If trade regulations in force at the time of installation require employing on-site tradesmen to complete the installation, the labor cost differential will be additionally invoiced to the Purchaser.
 - e. Receipt and Protection of Delivered Goods. Purchaser will inspect and accept the Merchandise immediately upon pickup or delivery, subject to any exceptions for damaged or non-conforming items as noted in writing at that time. If Dealer received notice in accordance with the preceding sentence, it will take all reasonable steps to replace damaged or non-conforming items of Merchandise. After delivery, all risk of loss or damage to the items, including insurance, shall be borne by the Purchaser, and destruction or loss of or damage to the Merchandise shall not affect the obligation of the Purchasers to pay for same.



9. **LIMITATION ON CLAIMS**

a. Claims. Any action by the Purchaser for breach or enforcement of the Agreement must be filed within one (1) year of the time such cause of action arises, after which time the Purchaser shall be forever barred from bringing such action.

10. **GENERAL**

a. Assignment. Purchaser may not transfer or assign any of its rights or obligations under the Agreement without Dealer's prior written consent, which consent may be withheld by Dealer in its sole discretion. Any attempted transfer or assignment will be void. Any assignee of Dealer shall be entitled to all its rights under the Agreement.

b. Force Majeure. Dealer shall not be liable for any conditions resulting from any strike, lockout, work stoppage, accident, act of God, manufacturer or carrier's delay, or other delay beyond its control.

c. Costs. Purchaser shall be responsible for any costs including legal fees incurred by Dealer in connection with the enforcement of the Agreement or the collection of Purchaser's account.

d. Terms and Conditions Controlling. These Terms and Conditions are an essential part of the Agreement. Except as provided in the following sentence, these Terms and Conditions supersede all terms and conditions appearing on Purchaser's purchase order or any other document and all oral communications and understandings relating to the sale, rental or purchase of the Merchandise. To the extent, if any, that these Terms and Conditions are inconsistent with any provision or provisions of an existing agreement between dealer and Purchaser or a tripartite agreement among Purchaser, Dealer and a manufacturer, the latter agreement will control.

e. Governing Law and Authority. This Agreement will be construed and enforced under the laws of the States of Illinois, Wisconsin or Florida depending on the BOS* dealership. The party signing below represents to have the corporate authority to bind the Purchaser to the terms of this agreement

*BOS Holdings and affiliated companies

| Operating Company | Address | City | State | Zip | Legal entity | FEIN |
|--------------------------|-----------------------|-----------|-------|-------|----------------------------------|------------|
| BOS Holdings | 501 S. Gary Avenue | Roselle | IL | 60172 | BOS Holdings, Inc. | 20-1751342 |
| BOS of Illinois | 501 S. Gary Avenue | Roselle | IL | 60172 | BOS of Illinois, Inc. | 36-4060500 |
| AOI of Madison | 1954 S. Stoughton Rd. | Madison | WI | 53716 | Affordable Office Interiors, LLC | 20-1763709 |
| BOS of Orlando | 200 Technology Park | Lake Mary | FL | 32746 | BOS of Florida, Inc. | 47-5547423 |
| BOS of Tampa | 1600 E. Eighth Avenue | Tampa | FL | 33605 | BOS of Florida, Inc. | 47-5547423 |
| Workspace Digital | 501 S. Gary Avenue | Roselle | IL | 60172 | BOS of Illinois, Inc. | 36-4060500 |

Agreed to:

Village of Maple Park / \$1,111.50 / 36619 / 05/27/2021

Purchaser / Project Total / CORE Proposal Number / Date Proposal Issued

Purchaser

Signature / Title

Printed Name / Date





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: May 25, 2021

SUBJECT: DISCUSSION ON PURCHASING CIVIC CENTER LANDSCAPING

BACKGROUND

Currently, the front of the Civic Center needs some tender loving care where the weeds are removed and the mulch is replaced under the trees and the flagpole. It would also be of benefit to plant flowering bushes, directly in front of the building façade, with mulch underneath to control weed growth. By installing the mulch closer to the building, it will mean that Staff will not have to mow behind the bushes. The bushes would bring color to the front of the building and should not block out sunlight to the Library and Drop-Off Center. Staff contacted a local vendor for a quote on weeding around the trees, installing the mulch and planting the bushes. The total cost is \$1,360.00.

The Village has received numerous complaints about the volume of weeds in front of the Civic Center, in the ballfields and parks. The Village does not have the vehicle/sprayer tank or the commercial application license needed to apply an herbicide. Staff has contacted a vendor for a quote on the application of environmentally friendly herbicide to control the weed growth at the Civic Center, ballfields and parks. The total cost of two (2) application to the Civic Center is \$902.00.

The cost for the application of herbicide for the Village's parks is \$2,2337.00. Staff has not budgeted for this expense; however, will examine the budget and inform the Board if the applications can be paid for this fiscal year.

The total cost to complete the work at the Civic Center is \$2,262.00, including weed control. Included in the FY2022 Budget is the replacement of the Civic Center sign. The sign is old and the brick planter base is falling apart. In Account 01-20-5600, Maintenance and Repair, \$4,000 was budgeted for the new sign. The estimated budget cost of the sign did not include installing another brick planter base, it included installing a new sign at ground level, with enough clearance to allow plants to grow under the sign without blocking the sign face. The sign would look like the signs that are going to be placed on Route 38. If the replacement sign does not cost as much as was budgeted, the balance of the funds can be used to purchase the mulching around the trees and flagpole, the installation of bushes and herbicide application otherwise, we can watch expenses or take the balance of the cost from the Utility Tax Fund.

RECOMMENDATION

That the Board review and consider the cost of the landscape/lawn work that needs to be completed around Civic Center and Village Parks. If the Board agrees, they should direct Staff to proceed with the work.

Attachments

Quote from Wiltse's

Quote from True Green

Date



Dwarf Korean Lilac

Syringa meyeri 'Palibin'

SKU #07106

☆☆☆☆☆ Write a review

A dwarf, spreading lilac with reddish purple buds that open to fragrant, pale lilac flowers. Blooms profusely in midseason, typically mid-May, and first flowers at an early age. Use in shrub borders with an evergreen background or plant in groups to form a low hedge. Deciduous.

USDA Zone ⓘ 3 - 7 Your climate might be too cold for this plant: [Change](#)

Light Needs Full sun, Partial sun

Water Needs Water regularly - weekly, or more often in extreme heat.

[Set Zip to See Prices](#)



Quick Fire® Hardy Hydrangea

Hydrangea paniculata 'Bulk' PP #16,812; CPBR #3398

SKU #07460

☆☆☆☆☆ Write a review

Quick Fire blooms about a month before other Hardy Hydrangea varieties and flowers every year! Flowers open white then turn pink as summer progresses. This very hardy flowering shrub is perfect in mixed containers, mass plantings, as a hedge, or cut flower.

USDA Zone ⓘ 3 - 9 ☒ Good to grow! **5** [Change](#)

Light Needs Filtered sun, Full sun, Partial sun

Water Needs Requires regular watering.

In Stores

CHECK RETAILERS FOR AVAILABILITY:



Lowe's
6931 North Lima Road Fort Wayne IN 46818



Lowe's
4430 Illinois Rd. Fort Wayne IN 46804



Lowe's
1929 North Coliseum Blvd. Fort Wayne IN 46805



Lowe's
2495 Jalyrin Street Warsaw IN 46582

Dawn Wucki-Rossbach

From: Burba, David <DavidBurba@trugreenmail.com>
Sent: Friday, May 28, 2021 12:35 PM
To: Dawn Wucki-Rossbach
Subject: 2021 Trugreen Lawn Program Village Maple Park Weed Control Only
Attachments: 2021 Trugreen Lawn Program Village Of Maple Park Weed Control Only.pdf

Dawn,

I very excited to show you what Trugreen & myself can do to turn your locations around this year !

It was nice talking with you today. With all the weed pressures you mentioned on the phone today, I would recommend going with (2) Applications back to back on your (4) locations as weed control has no residual and only works only on contact, this way we can get better control on any weeds that maybe germinating in between applications. Please see pricing below for your sites.

Just Follow the instructions below and I will get this scheduled

Village Of Maple Park

**Civic Center – 302 Willow St Maple Park IL (Weed Control Only)
(2) Applications \$451 each
Total \$902.00**

**Memorial Park – W Fulton Dr Maple Park IL (Weed Control Only)
(2) Applications \$1,012. each
Total \$2,024.00**

**Washington Park - 225 Pearl St Maple Park (Weed Control)
(2) Applications \$104.50 each
Total \$209.00**

**Maple Ave Park – Maple Ave Maple Park (Weed Control Only)
(2) Applications \$52. Each
Total \$104.00**

Total for Sites Above \$3,239.00

By clicking reply and typing the word "Accept" to this email:

- 1. You are telling us that you are authorized to act on behalf of your company in entering into this agreement with TruGreen.**
- 2. You agree to the Terms and Conditions up to and including the payment terms of the attached.**
- 3. You intend to agree with the services, number of services, the price for each service as well as the annual price for all services listed above.**
- 4. You are accepting this Service Agreement without further comment or revision**

Looking forward to working with you again in 2021

Dave Burba

Commercial Account Manager

West Chicago IL, 60185

(847) 812-2125 *Cell*

(855) 967-4290 Office

DavidBurba@trugreenmail.com



Please let us know how we are doing!

<https://feedback.listen360.com/en/1329081940778685441/portal>



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David Burba

Phone : (815) 439-0469

Customer Information

BILL TO:

Village Of Maple Park - Billing Location
302 Willow St PO Box 220
Maple Park, IL
60151
Phone : 8159013244

SERVICE LOCATION:

Civic C enter
302 Willow St
Maple Park, IL
60151 USA
Phone : 8159013244

Detail of Charges

| Service Location | Line Item Description | Round # | Round Description* | Total Price |
|--------------------------|-----------------------|---------|---|-------------|
| Civic C enter | Lawn Service | 2 | Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent) | \$451.00 |
| Civic C enter | Lawn Service | 3 | Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent) | \$451.00 |
| Maple Park | Lawn Service | 2 | Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent) | \$52.00 |
| Maple Park | Lawn Service | 3 | Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent) | \$52.00 |
| Memorial Park | Lawn Service | 2 | Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent) | \$1,012.00 |
| Memorial Park | Lawn Service | 3 | Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent) | \$1,012.00 |
| Washington Park Pavilion | Lawn Service | 2 | Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control | \$104.50 |

| | | | | |
|--------------------------|--------------|---|---|----------|
| | | | (As Needed/Weather Dependent) | |
| Washington Park Pavilion | Lawn Service | 3 | Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent) | \$104.50 |

Subtotal: \$3,239.00

Total Sales Tax Amount: \$0.00

Grand Total: \$3,239.00

Description :

Standard Terms and Conditions

1. **Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. **Price Increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
19. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
20. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
21. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____
REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER



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: May 25, 2021

SUBJECT: **RE-OPENING MAPLE PARK – BRIDGE TO PHASE V – RESTORATION OF VILLAGE FACILITY RENTALS, BUSINESS OPERATIONS AND SPECIAL EVENTS AND RAFFLE LICENSES**

BACKGROUND

On March 18, 2021, Governor Pritzker unveiled the Bridge Phase as a means to transition to Phase V of the Restore Illinois Plan. The Bridge Phase came into effect when 70% of those 65 years old had been vaccinated, and the hospitalizations and deaths decreased and if the State continued to increase vaccination rates and decrease COVID-19 cases over the course of a 28-day period the State could move into Phase 5 on Friday, June 11, 2021. Illinois could revert back to previous phases if there is a resurgence in the pandemic, if over a 10-day monitoring period the following transpires:

1. Hospital admissions for COVID-19 increase above 150 daily average
2. COVID-19 patients increase daily and above 750 per day
3. Mortality increases and is above a 0.1 daily average
4. ICU bed availability <20%

We are going to assume the positive, that Illinois will move into Phase V on Friday, June 11, 2021. Phase V means no capacity limits for businesses and that we may resume “normal” activities with the new health and hygiene practices permanently in place.

On Friday, June 11, 2021, if the State does not have a relapse, the Village will once again be able to open up its facilities for rental, this includes parks, Civic Center rooms, Civic Center restrooms, the kitchen and gym. This also means that events such as block parties and Fun Fest and all its preliminary activities can take place.

Facility Rentals/Special Events

In order to rent Village facilities, the following process needs to be completed:

1. A Facilities Rental Application must be completed
2. If applicable, a schedule of activities must be included

3. A Certificate of Insurance must be submitted and in the “Description of Operations” on the Accord Form that the Certificate is issued on, the Village must be named as an additional insured with the following language, “The Village of Maple Park, its officials, employees, and agents as an additional insured for the use of all (fill in the description of ALL activities covered by the COI) from (start date) to (end date) and Endorsement Form that backs the COI must also be included.
4. Keep in mind, when a homeowner rents a park, they are not able to obtain a Certificate of Insurance like a business or non-profit would. The Village will need a copy of the homeowners insurance policy and proof of health insurance, knowing this would be uncomfortable for the Village and homeowners, the rental applicant could review and sign an affidavit the states that they have homeowners and health insurance coverage. The Village will have to draft the affidavit.
5. If the applicant seeks to have fees waived, a letter to the Village President and Board of Trustees requesting fee waivers should be submitted with the application.
6. If applicable, a letter to the Village President and Board of Trustees, requesting a street closure, and should include the dates and to and from times for the street closure, must also be submitted with the application.
7. Complete an Application for Facility Rental Liquor Permit if there is a request to have alcohol at a Village facility such as a park. No liquor is permitted in the Civic Center.
8. Facilities must be cleaned after use in order for the deposit to be returned.
9. As a reminder, no bounce houses are permitted on Village property.

In the past, the Village has permitted Maple Park Baseball to utilize the Civic Center restrooms, so long as the facility was kept clean and the facility was properly locked up at the end of each use. If the Board would like to reactivate this process, Village Staff could issue the key by requiring it to be signed out by the key holder, and only one (1) person serves as back-up for key use that way, we have accountability for the key. The key should be returned at the end of the season. The men’s softball league has a portable toilet south of the McAdams shed; however, if they were to want to use the gym restrooms, they too could follow the same procedure as Maple Park Baseball.

Raffle Licenses

It should also be noted that each raffle should have a separate Raffle License Application and \$5.00 fee paid, per Chapter 7 Raffles of the Municipal Code. License holders must also report gross receipts, expenses and net proceeds from the raffle and distribution of net proceeds, to the Village. In the past, the Village has let raffle holders only fill out one (1) license permit per year for all raffles, when in fact, there should have been two (2) or more raffle licenses applied and paid for. Also, the Village has not collected the gross receipts, expenses and net proceeds from the raffle and the distribution of net proceed reports from the license holder as required in 4-7-3.E.3. Records must be retained for three (3) years per this section of the Code.

RECOMMENDATION

Assuming the State of Illinois will move into Phase V, the Village Board should consider restoring Village facility rental operations and allowing special events to take place if the proper application documentation, Certificate of Insurance, schedule and fees are paid by the applicant.

If the Board concurs with restoring facility rental operations and allowing special events and raffle licensing requirements, they should motion to direct Staff to:

1. Begin “normal” facility rental operations, including Civic Center restroom usage, and the special events application process when the Governor moves the State of Illinois in Phase V of the Restore Illinois Plan, whatever that may be; and,
2. Properly implement the Raffle License Application, fee and documentation process.

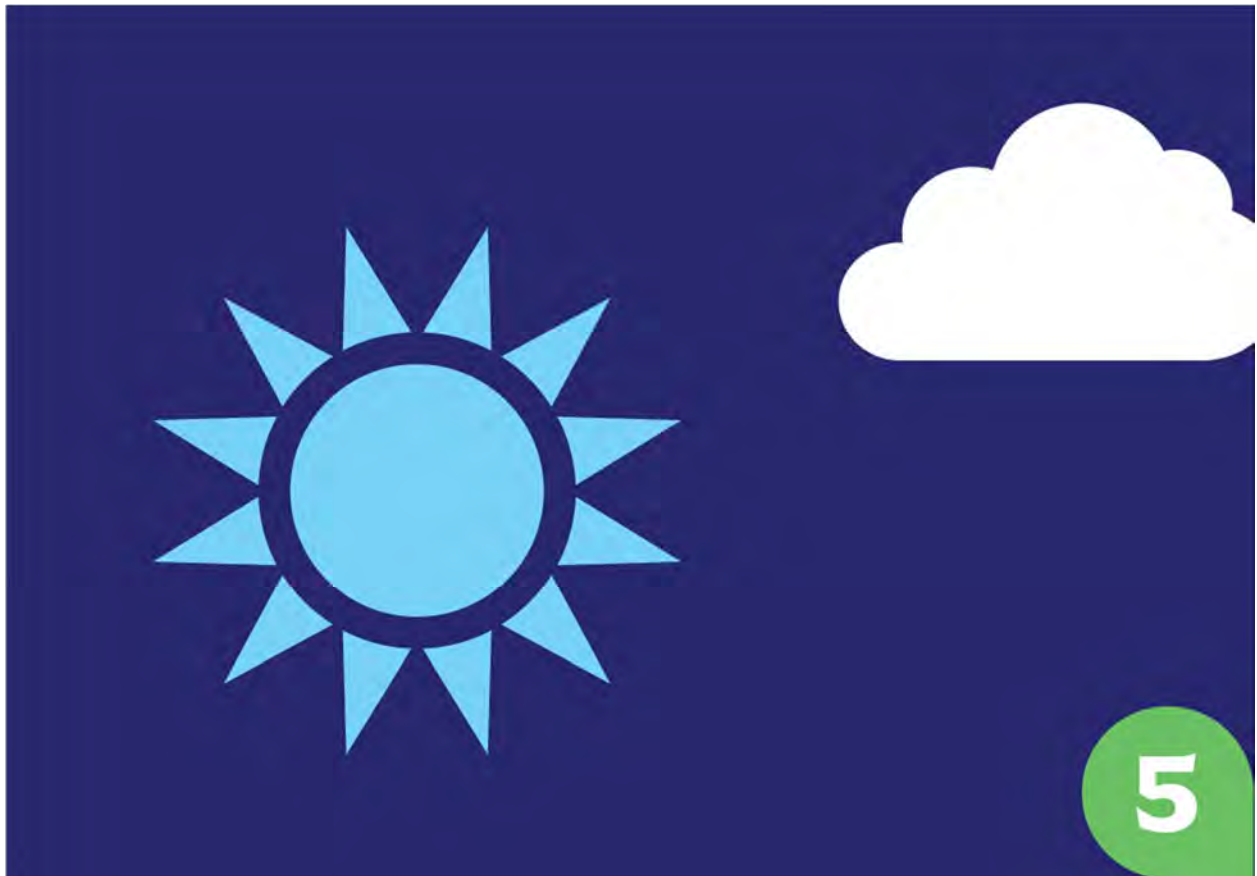
Attachments

State of Illinois Restore Illinois Phase V
Chapter 4-7 Raffles

PHASE 5: ILLINOIS RESTORED

WHAT THIS PHASE LOOKS LIKE

Testing, tracing and treatment are widely available throughout the state. Either a vaccine is developed to prevent additional spread of COVID-19, a treatment option is readily available that ensures health care capacity is no longer a concern, or there are no new cases over a sustained period. All sectors of the economy reopen with new health and hygiene practices permanently in place. Large gatherings of all sizes can resume. Public health experts focus on lessons learned and building out the public health infrastructure needed to meet and overcome future challenges. Health care equity is made a priority to improve health outcomes and ensure vulnerable communities receive the quality care they deserve.



WHAT'S OPEN?

- All sectors of the economy reopen with businesses, schools, and recreation resuming normal operations with new safety guidance and procedures.
- Conventions, festivals, and large events can take place.

CHAPTER 7

RAFFLES

SECTION:

4-7-1: Authorized Licensees; Exemption

4-7-2: License Application

4-7-3: Regulations Governing Licensees

4-7-4: License Fees

4-7-5: Administration; Authority Of Administrator

4-7-1: AUTHORIZED LICENSEES; EXEMPTION:

A. A license to operate a raffle shall be issued only to bona fide religious, charitable, labor, fraternal, educational veterans', or other bona fide not-for-profit organizations that operate without profit to their members and which have been in existence continuously for a period of 5 years immediately before making application for a raffle license and which have during that entire 5-year period been engaged in carrying out their objects, or to a nonprofit fundraising organization that the licensing authority determines is organized for the sole purpose of providing financial assistance to an identified group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster, or to any law enforcement agencies and statewide associations that represent law enforcement officials.

B. No license shall be issued to:

1. Any person who has been convicted of a felony;
2. Any person who is or has been a professional gambler or gambling promoter;
3. Any person who is not of good moral character;
4. Any firm or corporation in which a person defined in subsection B1, B2 or B3 of this section has a proprietary, equitable or credit interest, or in which such a person is active or employed;
5. Any organization in which a person defined in subsections B1, B2 and B3 of this section is an officer, director or employee, whether compensated or not;
6. Any organization in which a person defined in subsections B1, B2 and B3 of this section is to participate, in the management or operation of a raffle as defined by state law. (Ord. 04-08, 6-16-2004; amd. Ord. 2020-03, 2-4-2020)

4-7-2: LICENSE APPLICATION:

A. Application forms shall be furnished by the raffle administrator of the village and shall be filed with the same. Said applications shall show the following:

1. The name and address of the applicant(s);
2. The address or place for the raffle's drawing;
3. A sworn statement attesting to the nonprofit character of the applicant, and the length of time said applicant has been in existence, if applicable;
4. The place and date of incorporation of the applicant, if applicable;
5. The number of members in good standing of the organization, if applicable;
6. The name, address, telephone number, and date of birth of the president or chairperson of the organization;

7. The name, address, telephone number, and date of birth of the raffle's manager;
 8. Designation, by name, address, telephone number, and date of birth, of all member(s) who will be responsible for the conduct and operation of the raffle;
 9. The time period during which the raffle chances will be sold or issued;
 10. The location of raffle ticket sales;
 11. The location at which winning chances will be determined;
 12. The time of the determination of winning chances;
 13. The total retail value of all prizes awarded in a single raffle;
 14. The maximum retail value of each prize awarded in a single raffle;
 15. The maximum price charged for each chance sold; and
 16. If the purpose of the raffle is to provide financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster, the name or names of the group of individuals to be benefited, and a brief description of the illness, disability, accident or disaster giving rise to the financial hardship.
- B. The license application shall contain a sworn statement attesting to the accuracy of the information provided and to the nonprofit character of the prospectively licensed organization. Said statement shall be signed by the presiding officer and the secretary of that organization, or by the raffle manager if the raffle provides financial assistance to an individual or group of individuals suffering extreme financial hardship. (Ord. 04-08, 6-16-2004)

4-7-3: REGULATIONS GOVERNING LICENSEES:

- A. Value Of Prizes:
1. The aggregate retail value of all prizes or merchandise awarded by licensee in a single raffle shall not exceed one hundred twenty thousand dollars (\$120,000.00).
 2. The maximum retail value of each prize awarded by a licensee in a single raffle shall be fifty thousand dollars (\$50,000.00).
 3. The maximum price which may be charged for each raffle chance issued or sold shall be five hundred dollars (\$500.00).
- B. Duration Of Raffle: The maximum number of days during which chances may be issued or sold pursuant to a license under this chapter shall be one hundred eighty (180) days.
- C. Conduct Of Raffles: The conducting of raffles shall be subject to the following restrictions:
1. The entire net proceeds of any raffle must be exclusively devoted to the lawful purposes of the organization permitted to conduct the raffle.
 2. No person except a bona fide director, officer, employee or member of the licensed organization or member of the sponsoring organization may manage or participate in the management of the raffle. No person may receive any remuneration or profit for managing or participating in the management of the raffle.
 3. A licensee may rent a premises on which to determine the winning chance or chances in a raffle provided that the rent is not determined as a percentage of the receipts or profits from the raffle.
 4. Raffle chances may be sold throughout the State, including beyond the borders of the licensing municipality or county.
 5. Winning chances may be determined only at those locations specified on the license.
 6. A person under the age of eighteen (18) years may participate in the conducting of raffles or chances only with the permission of a parent or guardian. A person under the age of eighteen (18) years may be within the area where winning chances are being determined only when accompanied by his or her parent or guardian.

D. Raffles Manager And Bond:

1. All management, operation, and conduct of raffles shall be under the supervision of a single manager designated by the organization.

2. A manager shall give a fidelity bond in the amount of the aggregate retail value of the prizes as set out on the application, in favor of the organization and conditioned upon his or her honesty in the performance of his or her duties. Said bond shall provide that notice shall be given in writing to the licensing authority not less than thirty (30) days prior to its cancellation. Said bond may be waived by the raffle administrator by including a waiver provision in the license.

The governing body of a local unit of government may waive this bond requirement by including a waiver provision in the license issued to an organization under this Act, provided that a license containing such waiver provision shall be granted only by the affirmative vote of the requisite number of members of the licensed organization or, if the licensed organization does not have members, of members of the governing board of the organization, to constitute an affirmative action of the licensed organization.

E. Records:

1. Each licensee shall keep records of gross receipts, expenses and net proceeds for each single gathering or occasion at which winning chances are determined. All deductions for gross receipts for each single gathering or occasion shall be documented with receipts or other records, indicating the amount, a description of the purchased item or service or other reason for the deduction, and the recipient. The distribution of net proceeds shall be itemized as to payee, purpose, amount and date of payment.

2. Gross receipts from the operation of raffles programs shall be segregated from other revenues of the organization including bingo gross receipts, if bingo games are also conducted by the same nonprofit organization pursuant to a license issued by the department of revenue of the state of Illinois, and shall be placed in a separate account. Each organization shall have separate records of its raffles. The person who accounts for gross receipts, expenses and net proceeds from the operation of raffles shall not be the same person who accounts for other revenues of the organization.

3. Each organization licensed to conduct raffles shall, within thirty (30) days of the raffle drawing, report to its membership, and to the village, disclosing its gross receipts, expenses and net proceeds from raffles, and the distribution of net proceeds itemized as required above.

4. Records required by this section shall be preserved for three (3) years, and the licensed organization shall make available said records relating to the operation of raffles for public inspection at reasonable times and places.

F. Unauthorized Gambling: Nothing in this chapter shall be construed to authorize the conducting or operation of any gambling scheme, enterprise, activity or service, other than raffles as herein provided. (Ord. 04-08, 6-16-2004; amd. Ord. 2020-03, 2-4-2020)

4-7-4: LICENSE FEES:

The fee for the license provided for herein shall be five dollars (\$5.00). (Ord. 04-08, 6-16-2004)

4-7-5: ADMINISTRATION; AUTHORITY OF ADMINISTRATOR:

A. The clerk of the village shall be the raffles administrator of the village and shall be charged with the administration of this chapter.

B. After the receipt by the raffles administrator of an application filed under this chapter, he or she shall take action within thirty (30) days from the date of said filing. (Ord. 04-08, 6-16-2004)



Village of Maple Park

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MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: May 25, 2021

SUBJECT: APPOINTMENT TO DEKALB REGIONAL PLANNING COMMISSION

BACKGROUND

The DeKalb Regional Planning Commission is a cooperative organization that consists of representatives, Mayors/Village Presidents and Village Managers/Village Administrators, from 14 municipalities in DeKalb County. The Commission coordinates important regional planning issues and fosters communication between the County and the municipalities and between the municipalities.

In the past, the Village President has attended the meetings; however, the last several years the Village has not participated in the DRPC and felt that participation in Metro West Council of Governments was more beneficial to the Village in terms of representation at the State level when addressing proposed legislation and regional issues. Staff has been participating in the DRPC meetings and would like to do so for a year in order to evaluate the value of the membership to the Village. Membership dues per year is \$500. The Village has paid the dues for this year.

DRPC requires that the Village appoint a primary and a secondary representative from each of the municipalities that participate. For Maple Park, the primary representative would be Village President Fahnestock and the secondary representative would be Village Administrator Dawn Wucki-Rossbach, assuming that the Administrator would attend a majority of the meetings if they do not conflict with Metro West meetings.

RECOMMENDATION

That the Village Board motion to appoint Village President Suzanne Fahnestock as the primary representative and Village Administrator Dawn Wucki-Rossbach as the secondary representative to the DeKalb Regional Planning Commission for this year.



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MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: May 27, 2021

SUBJECT: **AUTHORIZATION TO ENTER INTO ELECTRIC AGGREGATION CONTRACT – RESOLUTION 2021-10 AUTHORIZING THE VILLAGE PRESIDENT TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER**

BACKGROUND

At the May 18, 2021 Committee of the Whole, the Village Board reviewed the most recent electrical aggregation information for the Village of Maple Park. At that time, the Village anticipated that the bid would be awarded the week of July 14, 2021, with an anticipated start date with the next supplier in October 2021. It should be noted that residents with net metering (those with solar panels) will not participate in the Village's electric aggregation program.

Because the bid award date is between Village Board Meetings, Resolution 2021-10 allows the Village President or designee to enter into a contract with an electric energy bidder as long as it meets the following requirements:

- A. A term no longer than twelve (12) months.
- B. Winning electric supplier must utilize ComEd as the billing/invoicing agent.
- C. The contract contains no early termination fees.
- D. Village is to be reimbursed for ComEd program fees and legal fees.
- E. That the contracted rate does not exceed ComEd's rate.

Therefore, approving Resolution 2021-10 is in the best interest of the Village otherwise the Village may lose the competitive pricing achieved through the bidding process.

RECOMMENDATION

That the Village Board approve Resolution 2021-10 Authorizing the Village President or Her Designee to Approve a Contract with the Lowest Cost Electricity Provider.

Attachment
Resolution 2021-10

RESOLUTION NO. 2021-10

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER

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, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price and Commonwealth Edison, will no longer be the sole supplier of electricity in Northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and,

WHEREAS, municipalities across the State now look to enter the market to purchase electric power in order to mitigate some of the economic impact of rising rates, which, on a practical basis, can best be accomplished by using a third party who will serve as a broker for the municipalities and has the knowledge and experience to seek bids from the various electricity providers; and,

WHEREAS, the Village of Maple Park has selected the Progressive Energy Group (PEG) to serve as the Village's broker relative to the acquisition of electrical energy due to PEG municipal experience; and,

WHEREAS, there is no cost to join PEG and no fees will be paid to PEG. PEG acts as a broker by the supplier. The broker fee is embedded in the price that will be presented to/paid by the Village.

WHEREAS, the Village President or designee is given the specific authority to execute a contract with the following limitations:

- A. A term no longer than twelve (12) months.
- B. Winning electric supplier must utilize ComEd as the billing/invoicing agent.
- C. The contract contains no early termination fees.
- D. Village is to be reimbursed for ComEd program fees and legal fees.
- E. That the contracted rate does not exceed ComEd's rate.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF MAPLE PARK, WILL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That Progressive Energy Group (PEG) has been appointed the Village's broker for purposes of obtaining electricity supply for the Village's municipal needs.

Section 2. That the Village President or her designee is authorized to discuss and negotiate energy rates directly with suppliers in an effort to secure lower energy costs for the Village of Maple Park.

Section 3. That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by PEG, the Village President or her designee is hereby authorized to sign the contract with the lowest bidder, provided the bid is at a rate that is less than the rate available from Commonwealth Edison and that the contracts meets the terms listed above in the last “Whereas” stated in this Resolution.

Section 4: The Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on _____, 2021.

Ayes: _____

Nays: _____

Absent: _____

(SEAL)

Suzanne Fahnestock, Village President

ATTEST:

Cheryl Aldridge, Deputy Village Clerk



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MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: May 25, 2021

SUBJECT: **RESOLUTION 2021-11 DESIGNATING A FREEDOM OF INFORMATION OFFICER FOR THE VILLAGE OF MAPLE PARK**

BACKGROUND

Per State Statute, the Village is required to designate a Freedom of Information (FOIA) Officer. Per the Village Clerk Job Description, the Clerk serves as the Village's FOIA Officer. The Police Chief serves as the Village's FOIA Officer for Police related FOIA requests.

The Deputy Village Clerk is to assume all responsibilities of the Village Clerk if the position is vacant or in the Clerk's absence. The Deputy Village Clerk has assumed responsibility for the minutes, finalization of all ordinances and resolutions, seal and attest documents, records retention and agenda assembly and distribution. The Deputy Clerk has assumed these responsibilities in addition to her Village Accountant/Village Treasurer responsibilities. The Village Administrator has more experience with FOIA requests so temporarily appointing the Village Administrator as the FOIA Officer, until a new Village Clerk is appointed, is logical solution to the situation.

Resolution 2021 – Designates the Village Administration as the Village's FOIA Officer. Once a new Village Clerk has been hired and is ready to assume the duties of the FOIA Officer, a Resolution appointing the new Village Clerk as the FOIA Officer for the Village of Maple Park will be presented to the Village Board.

RECOMMENDATION

That the Village Board approve Resolution 2021-11 Designated a Freedom of Information Officer for the Village of Maple Park

Attachments

Resolution 2021-11 Designating a Freedom of Information Officer

RESOLUTION 2021-11

A RESOLUTION DESIGNATING FREEDOM OF INFORMATION OFFICER FOR THE VILLAGE OF MAPLE PARK

WHEREAS, amendments to the Illinois Freedom of Information Act (“FOIA”) 5 ILCS 140/1 *et seq.*, require that the Village designate FOIA Officers who are to receive FOIA requests, ensure that responses to FOIA requests are made in a timely fashion, and perform such other responsibilities as provided for in this Act; and

WHEREAS, FOIA Officers are required to successfully complete an electronic training curriculum developed and administered by the Public Access Counselor of the Illinois Attorney General’s Office (“Public Access Counselor”) as provided in the Freedom of Information Act, and annual training thereafter; and

WHEREAS, Village Administrator, Dawn Wucki-Rossbach, was appointed as FOIA Officer to the Village of Maple Park by a Board of Trustees vote of ___:___ on June 1, 2021; and

WHEREAS, provisions of the amended Freedom of Information Act require the Village to submit to the Public Access Counselor the names of its Freedom of Information Act Officers.

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

SECTION 1: Dawn Wucki-Rossbach, as Village Administrator, and any other individuals who may subsequently hold those positions, are hereby designated as FOIA Officers to whom all initial requests for access to the records of the Village shall be referred. The FOIA Officers shall successfully complete the training curriculum developed and administered by the Public Access Counselor, and annual training thereafter, and perform all other obligations pertaining to FOIA Officers pursuant to the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, as amended from time to time.

SECTION 2: The position of Village Clerk, upon newly appointed, will automatically become a FOIA Officer and all new appointments must complete the electronic training pertaining to the Freedom of Information Act within thirty (30) day after assuming the position.

SECTION 3: The Village Deputy Clerk is directed to submit the names of all designated FOIA Officers to the Public Access Counselor of the Illinois Attorney General’s Office.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ATTEST:

Suzanne Fahnestock, Village President

Cheryl Aldridge, Deputy Village Clerk



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MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: May 22, 2021

SUBJECT: **ORDINANCE 2021-12 AN ORDINANCE AMENDING TITLE 3, “BOARDS AND COMMISSIONS,” OF THE MAPLE PARK VILLAGE CODE**

BACKGROUND

The Village of Maple Park, per Municipal Code, has a Plan Commission and a Zoning Board of Appeals. The Commission and the Board both have seven (7) members, and four (4) members are needed to establish a quorum in order to conduct business. The Commission and Board also have an appointed Chairperson. The Plan Commission also has one (1) Village Board member that serves as ex-officio to the Commission and is non-voting.

Plan Commission Members shall reside within one and one-half (1 ½) miles beyond the Village limits. Plan Commission Members' terms are staggered, three (3) serve for a three (3) year period; three (3) serve for a two (2) year period and one (1) for a one-year period. Zoning Board of Appeals members, per Municipal Code, serve a five (5) year term, terms are staggered; three (3) serve for a three (3) year period; three (3) serve for a two (2) year period and one (1) for a one-year period.

| Duties of the Plan Commission – Recommendations on the Following | Duties of the Zoning Board of Appeals |
|---|---|
| Comprehensive Plan | Hear and Decide any Appeals of any Decisions, order or interpretation by the Zoning Officer. |
| Sign Ordinance | |
| Preliminary and Final Plats of Subdivision | Meetings are held as needed. |
| Planned Unit Developments (PUD) | Chairperson administers the Oath and Compels the attendance of witnesses. |
| Special Use Permits (SUP) | If appeal is filed, there is a stay on all furtherance of action by Zoning Officer until the hearing. |
| Zoning Ordinance | |
| Property Map Amendments (Rezoning) | |

Both the Plan Commission and the Zoning Board of Appeals require the posting and the use of Public Hearing Notices in order to hear text amendments to zoning regulations, zoning variations, PUDs, SUPs, and map amendments. Combining the Commission and the Board will streamline the review process for development and for homeowners and business owners. It will also prevent the possibility of conflicting results being generated by the Commission and Zoning Board of Appeals.

For example, if a property is currently zoning B-1 Business District and would like to be residential and needs variations in order to meet the setback requirements in the R-3 residential zoning district, the applicant must apply to the Plan Commission for a map amendment and to the Zoning Board of Appeals for a variance. There would need to be two (2) public hearing notices published, two (2) signs posted and two (2) sets of required 250' notifications mailed, although Staff would send both notices in one (1) envelope. In the past, the Village has been charging a \$1,500.00 fee and a \$1,000.00 deposit. Then, after expenses such as Village Attorney time, public hearing notices in the newspaper, etc. has been paid, any remaining funds would be returned to the applicant. Currently, Staff has been spending a great deal of time working through map amendment and zoning variation requests and is recommending that the Village retain the \$1,500.00 for Staff time spent and return any unused portion of the \$1,000.00 after all the expenses have been paid.

If the Board passes this ordinance, members of the Plan Commission and Zoning Board of Appeals could be asked to complete an application to be appointed to the new PZC. Appointments to the PZC can be made at the July Village Board Meeting.

In order to finish this process, per the Village Attorney, a public hearing must be held for the text amendments to the Zoning Ordinance 11-11 Administration and Enforcement. The new PZC would hold the public hearing on the text amendment to remove the Zoning Board of Appeals from the chapter. The ordinance will then appear before the Village Board for final consideration.

RECOMMENDATION

That the Village Board review and approve Ordinance 2021-12 an Ordinance Amending Title 3, "Boards and Commissions," of the Village of Maple Park.

Attachment

Ordinance 2021-12 Ordinance Amending Title 3, "Boards and Commissions,"

VILLAGE OF MAPLE PARK

ORDINANCE NO. 2021-12

**AN ORDINANCE AMENDING TITLE 3, “BOARDS AND
COMMISSIONS,” OF THE MAPLE PARK VILLAGE
CODE**

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

Published in pamphlet form by authority of the Board of Trustees of the Village of Maple Park,
Kane and DeKalb Counties, Illinois, this ___ day of May, 2021.

ORDINANCE NO. 2021-12

**AN ORDINANCE AMENDING TITLE 3, “BOARDS AND
COMMISSIONS,” OF THE MAPLE PARK VILLAGE
CODE**

WHEREAS, the Village of Maple Park, DeKalb and Kane Counties, Illinois is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and,

WHEREAS, the President and Board of Trustees of the Village of Maple Park believe it is in the best interest of the health, safety, and welfare of its citizenry to amend the text of the Municipal Code of the Village to combine the Plan Commission and the Zoning Board of Appeals.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Village of Maple Park as follows:

SECTION 1. That Title 3 of the Maple Park Village Code shall be deleted in its entirety and replaced with the following:

**TITLE 3
BOARDS AND COMMISSIONS**

**CHAPTER 1
PLANNING AND ZONING COMMISSION**

SECTION:

3-1-1: Commission Established

3-1-2: Membership

3-1-3: Terms of Office

3-1-4: Vacancies

3-1-5: Compensation

3-1-6: Meetings; Organization

3-1-7: Duties

3-1-1: COMMISSION ESTABLISHED:

A combined Planning and Zoning Commission is hereby created for the Village of Maple Park to carry out the duties of a plan commission and zoning board of appeals, under the authority of the Illinois Municipal Code, 65 ILCS 5/11-14-4 *et seq.* Any ordinance, code, or regulation of the Village or State statutes that reference the plan commission and/or zoning board of appeals shall mean the combined Planning and Zoning Commission.

3-1-2: MEMBERSHIP:

A. Composition: The Planning and Zoning Commission shall consist of seven (7) members, one of whom shall be the chairman.

B. Appointment: Members of the Planning and Zoning Commission shall be appointed by the Village President, subject to the approval of the Board of Trustees.

C. Residency: Members of the Planning and Zoning Commission shall reside within the Village or within territory contiguous to the Village, not more than one and one-half (1¹/₂) miles beyond the corporate limits and not included within any other municipality.

3-1-3: TERMS OF OFFICE:

Of the seven (7) appointed members, three (3) shall serve for a period of five (5) years, three (3) for a period of four (4) years, and one for a period of three (3) years. Thereafter, the members of the Planning and Zoning Commission shall serve for a term of five (5) years, provided that the terms shall be staggered as provided by statute.

3-1-4: VACANCIES:

All vacancies occurring in the Planning and Zoning Commission shall be filled by appointment of the Village President, subject to confirmation of the Board of Trustees, for the remainder of the unexpired term in the same manner as original appointments.

3-1-5: COMPENSATION:

All members of the commission shall serve without compensation except that, if the Board of Trustees deems it advisable, the secretary may receive such compensation as may be fixed from time to time by said Board of Trustees, and provided for in the appropriation ordinance.

3-1-6: MEETINGS; ORGANIZATION:

A. Immediately following their appointment, the members of the Planning and Zoning Commission shall meet, organize, elect such officers as it may deem necessary, and adopt and later change or alter, rules and regulations of organization and procedure consistent with Village ordinances and State laws.

B. Four (4) members of the Planning and Zoning Commission shall be required to establish a quorum.

C. The chairman of the Planning and Zoning Commission shall have the right to vote.

3-1-7: DUTIES:

A. The Planning and Zoning Commission shall keep written records of its proceedings, which shall be open at all times to public inspections.

B. The Planning and Zoning Commission shall also file an annual report with the Village President and Board of Trustees setting forth its transactions and recommendations.

C. Meetings:

1. It shall be the duty of the Planning and Zoning Commission to hear and decide any appeal of any decision, order or interpretation by the officer whose duty it is to enforce this zoning ordinance, and it shall have such other powers and duties as may be delegated to it by statute or ordinance. Provided that it shall have the power to reverse any decision of such officer on a concurring vote of four (4) members.
2. All meetings of the Planning and Zoning Commission shall be held at the call of the chairman and at such other times as the Planning and Zoning Commission may determine. Such chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Planning and Zoning Commission shall be open to the public. The Planning and Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating such fact, and shall also keep records of its examinations and other official actions. Every rule, regulation, every amendment or repeal thereof, and every order, requirement, decision, or determination of the board shall immediately be filed in the office of the Planning and Zoning Commission and shall be a public record.
3. An appeal to the Planning and Zoning Commission may be brought by any person, firm, or corporation, or by an officer, department, board, or bureau of the Village of Maple Park affected by a decision of the zoning code official. Such appeal shall be taken within such time as shall be prescribed by the Planning and Zoning Commission by general rule, by filing with the Planning and Zoning Commission a notice of appeal and specifying the grounds thereof. The Board of Trustees shall forthwith transmit to the Planning and Zoning Commission all the papers constituting the record upon which the action appealed from was taken.
4. An appeal stays all proceedings in furtherance of the action appealed from, unless the board of trustees certifies to the Planning and Zoning Commission after the notice of appeal has been filed with them that by reason of facts stated in the certificate a stay would in their opinion cause imminent peril to life or property in which case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Planning and Zoning Commission, or by a court of record on application upon notice to the Zoning Code Official and on due cause shown.

The Planning and Zoning Commission shall fix a reasonable time for the hearing of the appeal and give due notice thereof to the parties and decide the same within a reasonable time. Upon the hearing, any party may appear in person, or by agent or by attorney.

D. Jurisdiction: The Planning and Zoning Commission shall not have the power to change the classification of property as shown on the "zoning district map", nor to make any changes in the regulations of this title, but shall have the following powers only:

1. To accept from time to time such rules and regulations as may be deemed necessary to carry into effect the powers given the Planning and Zoning Commission pursuant to the provisions of this title;
2. To interpret the provisions of this title and to hear appeals and make recommendations where it is alleged there is an error in any order, requirement, decision, or determination made by the zoning code official in the enforcement of this title;

3. To recommend varying the provisions of this title in specific cases in such a way as to carry out the intent and purpose of the plan as shown upon the map fixing the several districts accompanying and made a part of this title when the street layout actually on the ground varies from the street layout as shown on the map aforesaid;
4. To recommend upon appeal, whenever a property owner can show that a strict application of the terms of this title relating to the use, construction or alteration of buildings or structures or the use of land will impose upon him unusual and practical difficulties or particular hardship, such variations of the strict application of the terms of this title as are in harmony with its general purposes and intent, but only when the Planning and Zoning Commission is satisfied that granting of such variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship or difficulty so great as to warrant a variation from the regulations and criteria as established by this title, and at the same time the surrounding property will be properly protected;
5. To recommend permitting public utility and public service uses and structures in any district when found to be necessary for the public health, convenience, or welfare.
6. To hear applications for amendments, variations and special uses and thereafter submit reports of findings and recommendations thereon to the board of trustees in the manner prescribed in this chapter for amendments and special uses;
7. To initiate, direct and review from time to time, studies of the provisions of this title, and to make reports of its recommendations to the board of trustees not less frequently than once each year; and
8. To hear and decide all matters upon which it is required to pass under the Zoning Code.

SECTION 2. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

PASSED this _____ day of May, 2021, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of May, 2021.

SEAL

Suzanne Fahnestock, Village President

ATTEST:

Cheryl Aldridge, Deputy Village Clerk

CLERK'S CERTIFICATE

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

I, Cheryl Aldridge, certify that I am the duly appointed and acting municipal deputy clerk of Maple Park, DeKalb and Kane County, Illinois.

I further certify that on the ____ day of May, 2021, the Board of Trustees of the Village of Maple Park passed and approved **AN ORDINANCE AMENDING TITLE 3, “BOARDS AND COMMISSIONS,” OF THE MAPLE PARK VILLAGE CODE.**

Dated at Maple Park, Illinois, this _____ day of May, 2021.

(SEAL)

Cheryl Aldridge, Deputy Village Clerk



Village of Maple Park

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


Village Hall: 815-827-3309

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MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: May 25, 2021

SUBJECT: **ORDINANCE 2021-13 ORDINANCE AMENDING TITLE 7, "PUBLIC HEALTH AND SAFETY," CHAPTER 7, "NOISE CONTROL," SECTION 3, "HOURS RESTRICTED," OF THE MAPLE PARK VILLAGE CODE**

BACKGROUND

On March 3, 2020, the Village Board approved Ordinance 2020-04, this ordinance changed the night hours for Friday and Saturdays from 7:00 a.m. to 11:00 p.m., originally the request was from 7:00 a.m. – 11:30 p.m., but the Board compromised and agreed on 11:00 p.m.

The Village has received noise complaints regarding the volume of noise generated on the weekends. The Police Department was directed to conduct noise decibel study. The first set of testing commenced on Friday, May 21, 2021 and concluded on Sunday, May 23, 2021. The second set of testing will commence on Friday, May 28, 2021 and conclude on Monday, May 31, 2021 (Memorial Day.) The results will be provided at the Village Board Meeting on Tuesday, June 1, 2021.

Please see the Chief's memorandum dated May 24, 2021. The memorandum summarizes the results that the greatest number of decibel violations transpired on Saturdays. The closest decibel testing location also experienced the greatest number of violations, compared with those addresses located farther away from Main Street and railroad tracks. Interesting to note that when the train blew its horn, the decibel level was 110 db at the study address closest to the railroad tracks. Also, interesting is the fact that ambient (background) noise was often higher than the permitted decibel levels at many locations. Ambient noise such as regular traffic or motorcycles driving by exceeds permitted decibel levels.

RECOMMENDATION

Several of the times the decibel level was exceeded was generated by a band playing. Maple Park understands the importance of the businesses on Main Street and also understands resident's need to be able to be in their homes where it is peaceful. Staff has not recommended a change in decibel level; the Board should talk about making changes at the Board meeting after the second set of testing is submitted by the Police Department. At that time, the Board should make a determination of whether or not to decrease the decibel level in the ordinance or direct the Police Department to remain vigilant in its enforcement of the Noise Control Ordinance.

Attachments

Chapter 7 Noise Control

05-24-21 Decibel Level Noise Study Memorandum

Ordinance 2021-13 Amending Title 7, Chapter 7, Section 3

CHAPTER 7

NOISE CONTROL

SECTION:

5-7-1: Definitions

5-7-2: Weighted Sound Level

5-7-3: Hours Restricted

5-7-4: Variance Permits

5-7-5: Exemptions

5-7-6: Penalty

5-7-1: DEFINITIONS:

All terminology used in this chapter shall be in conformance with applicable publications of the American National Standard Institute (ANSI) or its successor body. (Ord. 1998-05, 2-3-1998)

5-7-2: WEIGHTED SOUND LEVEL:

This means the sound pressure level decibels as measured on a sound level meter using the "A" weighing network. The level so read is designated dB(A) or dBA. (Ord. 1998-05, 2-3-1998)

5-7-3: HOURS RESTRICTED:

A. Day Hours: No person shall cause or allow the emission of sound during the daytime hours upon the following days of the week:

Sunday through Thursday 7:00 A.M. to 10:00 P.M.

Friday through Saturday 7:00 A.M. to 11:00 P.M.

from any noise source to any receiving residential land which exceeds sixty-five (65) dBA when measured at any point within such receiving residential land; provided, however, that point of measurement shall be on the property line of the complainant.

B. Night Hours: No person shall cause or allow the emission of sound during nighttime hours upon the following days of the week:

Sunday through Thursday 10:00 P.M. to 7:00 A.M.

Friday through Saturday 11:00 P.M. to 7:00 A.M.

from any noise source to any receiving residential land which exceeds fifty (50) dBA when measured at any point within such receiving residential land; provided, however, that point of measurement shall be on the property line of the complainant. (Ord. 1998-05, 2-3-1998; amd. Ord. 2020-04, 3-3-2020)

5-7-4: VARIANCE PERMITS:

A. Conditions For Allowing Variance: Variance permits may be issued by the village to exceed the noise standards set forth in this chapter as follows:

1. A temporary variance permit may be issued upon request; provided, that the work producing such noise is necessary to promote the public health and/or welfare and reasonable steps are taken to keep such noise at the lowest possible practical level.

2. A permanent variance permit may be issued upon request, following an investigation into the source of the noise, including what, if any, measures can be taken to reduce or eliminate the noise; the cost of any such measure; and an overall evaluation of the request including the severity of the problem weighted against the cost of the remedial measures; the benefit of the public, and the impact on the noise source.

MAPLE PARK POLICE DEPARTMENT



To: Dawn Wucki-Rossbach, Village Administrator

From: Chief Stiegemeier

Date: May 24, 2021

Subject: Decibel Level Noise Study

The Maple Park Police Department conducted a decibel level noise study at various locations throughout the village - commencing Friday, May 21, 2021, continuing through Saturday, May 22, 2021, and concluding on Sunday, May 23, 2021.

Officers were instructed to perform tests three times at each location throughout their shift and record their findings on a spread sheet. Officers used a Galaxy Audio Check Mate CM-140 SPL, hand held, battery operated Sound Level Meter to conduct the study.

There was a total of 45 readings taken over the three-day period. Of the 45 readings 14 were in violation of the Village of Maple Park Noise Ordinance. Eight (8) violations of the "day time" noise level (over 65dB) and six (6) violations of the night time noise level (over 50dB)*.

| Address | Times above limit | | Times in Range | |
|---------------------|-------------------|-----------|----------------|-----------|
| | Daytime | Nighttime | Daytime | Nighttime |
| 104 S. Pleasant St. | 4 | 2 | 3 | 0 |
| 101 E. Ashton Dr. | 1 | 1 | 6 | 1 |
| 433 W. Elian Ct. | 0 | 1 | 7 | 1 |
| 623 Walnut Ave. | 1 | 1 | 6 | 1 |
| 603 Center St. | 2 | 1 | 5 | 1 |
| | | | | |
| | 8 | 6 | 27 | 4 |

Saturday had the most violations, ten (10). Friday and Sunday both had two (2) violations.

104 S. Pleasant Street was the location for six of the violations with the highest readings being 75dB. at 8:40 pm on Friday and 73dB. at 9:15 pm on Saturday. Also, on Saturday from the Pleasant Street location, a train horn was recorded at 110dB. and a motorcycle at 80dB.

A reading of 74dB. was recorded on Walnut from a passing train horn.

MAPLE PARK POLICE DEPARTMENT

The management of the Maple Park Pub and Grill, independent of our study, were also monitoring the sound levels in the area of Main and Pleasant Streets on Saturday.

The ambient noise level** at *all five* testing sites was above the current threshold permissible by ordinance for night time hours.

*Daytime (7 AM to 11pm – 7am to 10pm on Sunday – 65dB.)

Night time (after 11pm – 10pm on Sunday – 50dB.)

**In atmospheric sounding and noise pollution, ambient noise level (sometimes called background noise level, reference sound level, or room noise level) is the background sound pressure level at a given location, normally specified as a reference level to study a new intrusive sound source. Ambient sound levels are often measured in order to map sound conditions over a spatial regime to understand their variation with locale.



5/21/2021 5/22/2021 5/23/2021

[illegible]



104 S. Pleasant Street

5/21/2021 5/22/2021 5/23/2021

[illegible]



5/21/2021 5/22/2021 5/23/2021

[illegible]



5/21/2021 5/22/2021 5/23/2021

[illegible]



5/21/2021 5/22/2021 5/23/2021

[illegible]

VILLAGE OF MAPLE PARK

ORDINANCE NO. 2021-13

**AN ORDINANCE AMENDING TITLE 7, “PUBLIC
HEALTH AND SAFETY,” CHAPTER 7, “NOISE
CONTROL,” SECTION 3, “HOURS RESTRICTED,” OF
THE MAPLE PARK VILLAGE CODE**

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

Published in pamphlet form by authority of the Board of Trustees of the Village of Maple Park,
Kane and DeKalb Counties, Illinois, this ___ day of May, 2021.

ORDINANCE NO. 2021-13

**AN ORDINANCE AMENDING TITLE 7, “PUBLIC
HEALTH AND SAFETY,” CHAPTER 7, “NOISE
CONTROL,” SECTION 3, “HOURS RESTRICTED,” OF
THE MAPLE PARK VILLAGE CODE**

WHEREAS, the Village of Maple Park, DeKalb and Kane Counties, Illinois is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and,

WHEREAS, the President and Board of Trustees of the Village of Maple Park believe it is in the best interest of the health, safety, and welfare of its citizenry to amend the text of the Municipal Code of the Village regarding decibel levels within the Village of Maple Park.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Village of Maple Park as follows:

SECTION 1. That Section 5-7-3: Hours Restricted of the Maple Park Village Code shall be deleted in its entirety and replaced with the following:

5-7-3: HOURS RESTRICTED:

- A. Day Hours: No person shall cause or allow the emission of sound during the daytime hours upon the following days of the week:

Sunday through Thursday 7:00 A.M. to 10:00 P.M.

Friday through Saturday 7:00 A.M. to 11:00 P.M.

from any noise source to any receiving residential land which exceeds _____ () dBA when measured at any point within such receiving residential land; provided, however, that point of measurement shall be on the property line of the complainant.

- B. Night Hours: No person shall cause or allow the emission of sound during nighttime hours upon the following days of the week:

Sunday through Thursday 10:00 P.M. to 7:00 A.M.

Friday through Saturday 11:00 P.M. to 7:00 A.M.

from any noise source to any receiving residential land which exceeds _____ () dBA when measured at any point within such receiving residential land; provided, however, that point of measurement shall be on the property line of the complainant.

SECTION 2. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

PASSED this _____ day of May, 2021, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of May, 2021.

SEAL

Suzanne Fahnestock, Village President

ATTEST:

Cheryl Aldridge, Deputy Village Clerk

CLERK'S CERTIFICATE

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

I, Cheryl Aldridge, certify that I am the duly appointed and acting municipal deputy clerk of Maple Park, DeKalb and Kane County, Illinois.

I further certify that on the ____ day of May, 2021, the Board of Trustees of the Village of Maple Park passed and approved **AN ORDINANCE AMENDING TITLE 7, “PUBLIC HEALTH AND SAFETY,” CHAPTER 7, “NOISE CONTROL,” SECTION 3, “HOURS RESTRICTED,” OF THE MAPLE PARK VILLAGE CODE.**

Dated at Maple Park, Illinois, this ____ day of May, 2021.

(SEAL)

Cheryl Aldridge, Deputy Village Clerk