



# *Village of Maple Park*

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

Village Hall: 815-827-3309

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

## **BOARD OF TRUSTEES MEETING AGENDA**

**TUESDAY, MAY 2, 2023**

**7:00 p.m.**

**MAPLE PARK CIVIC CENTER**

**302 LLOW STREET, MAPLE PARK**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL/QUORUM ESTABLISHED**

**4. APPOINTMENTS**

A. Swearing in of the newly elected Trustees by Village President Suzanne Fahnestock and motion to confirm these Appointments

- Trustee Clifford Speare
- Trustee Hillary Joy
- Trustee Jennifer Ward

B. Appointment of Caryn Minor as Village Clerk by Village President Suzanne Fahnestock and motion to confirm Appointment

C. Appointment of Shannon Warford as Village Treasurer/Deputy Clerk by Village President Suzanne Fahnestock and motion to confirm Appointment

D. Appointment of Patricia Lunardon as Planning and Zoning Commission member by Village President Suzanne Fahnestock and motion to confirm Appointment

E. Appointment of Clifford Speare as President Pro Tem by Village President Suzanne Fahnestock and motion to confirm Appointment

F. Appointment of Committee Liaison by Village President Suzanne Fahnestock and motion to confirm Appointment

- Finance Committee Liaison, Trustee JT Peloso
- Infrastructure Committee Liaison, Trustee David Simon
- Personnel Committee Liaison, Trustee Tonia Groezinger

5. **PUBLIC COMMENTS** – *Any resident wishing to address the Board may do so according to the guidelines set forth in the “Rules for Public Comments at Public Meetings” handout. Please complete a speaker request form and submit it to the Village Clerk. You may also send an email to [villageclerk@villageofmaplepark.com](mailto:villageclerk@villageofmaplepark.com) in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting.*

6. **MOTION TO APPROVE CONSENT AGENDA / ADDITIONS-DELETIONS**

**CONSENT AGENDA – OMNIBUS VOTE**

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

A. Approval of Board Minutes

- Board Meeting Minutes April 4, 2023
- Committee of the Whole Meeting Minutes April 18, 2023

B. Receive and File - None

C. Acceptance of Cash and Investment Report as of March 31, 2023

D. Approval of Bills Payable and Manual Check Register # 827.

ACCOUNTS PAYABLE:	<u>\$40,623.87</u>
MANUAL CHECKS:	<u>20,172.87</u>
TOTAL:	<u><u>\$60,796.74</u></u>

E. Approval of Travel, Meals, Lodging for Elected Officials/Employees

None

7. **FINANCIAL REPORT**

8. **LEGAL REPORT**

9. **VILLAGE ADMINISTRATOR REPORT**

10. **POLICE DEPARTMENT REPORT**

11. **PUBLIC WORKS REPORT**

12. **ENGINEERING REPORT**

**13. OLD BUSINESS**

**14. NEW BUSINESS**

**A. CONSIDERATIONS**

**B. MOTIONS**

- Motion to approve the updated employee handbook

**15. RESOLUTIONS**

**A. 2023-11 A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF A VILLAGE STREET FOR A MEMORIAL DAY CEREMONY**

*This Resolution approves the American Legion Post 312 Memorial Day Ceremony and street closure request for Monday, May 30, 2023*

**B. 2023-12 A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO ENTER INTO A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT IN THE AMOUNT OF \$180,000**

*This Resolution approves the Community Development Program Funding Agreement between Kane County, Illinois and The Village of Maple Park*

**16. ORDINANCES**

**A. ORDINANCE 2023-04 AN ORDINANCE ADOPTING THE MAPLE PARK ZONING MAP**

*This Ordinance adopts Exhibit A as the Village's updated Zoning Map.*

**17. VILLAGE PRESIDENT REPORT**

**18. TRUSTEE REPORT**

**19. EXECUTIVE SESSION PURSUANT TO 5 ILCS 120/2 (C) (1)**

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

**20. ACTIONS FROM EXECUTIVE SESSION**

- Approve final payment for an employee

**21. ADJOURNMENT**



# Village of Maple Park

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

Village Hall: 815-827-3309

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

**PUBLIC HEARING MINUTES  
TUESDAY, APRIL 4, 2023  
7:00 P.M.  
MAPLE PARK CIVIC CENTER  
302 WILLOW STREET, MAPLE PARK**

## **1. CALL TO ORDER**

President Fahnestock called the public hearing to order at 7:00 p.m.

## **2. ROLL CALL/ESTABLISH QUORUM**

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

Village Deputy Clerk Caryn Minor called the roll call and the following Board Members were present: President Suzanne Fahnestock, Trustee Tonia Groezinger, Trustee Hillary Joy, Trustee JT Peloso, Trustee David Simon, Trustee Cliff Speare and Trustee Jen Ward.

Also present were Village Administrator Cheryl Aldridge, Police Chief David Krull, Director of Public Works Lou Larson, Village Engineer Jeremy Lin, Village Attorney Kevin Buick and Deputy Clerk Caryn Minor.

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

President Fahnestock confirmed a quorum was established.

## **3. DISCUSSION OF APPROPRIATION ORDINANCE**

Village President Fahnestock reported the Fiscal Year 2024 Fund balance would begin at an estimated \$5,969,243 on May 1, 2023 plus budgeted totals estimated for revenue of \$2,480,706.

The budgeted totals estimated for expenditures of \$6,135,608, and by April 30, 2024 an estimated fund balance of \$2,314,341.

President Fahnestock opened up the floor for discussion and no comments were heard from the Board or Public.

## **4. ADJOURNMENT**

Motion by Trustee Speare with a 2<sup>nd</sup> by Trustee Groezinger to adjourn. Motion carried by voice vote.

Meeting adjourned at 7:02 p.m.

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Board of Trustees Meeting  
April 4, 2023  
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Respectfully submitted,

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Caryn Minor, Deputy Clerk

**BOARD OF TRUSTEES MEETING MINUTES  
TUESDAY, APRIL 4, 2023**

**Immediately Following the Public Hearing**

**1. CALL TO ORDER**

President Fahnestock called the regular meeting of the Board of Trustees to order at 7:02 p.m.

**2. PLEDGE OF ALLEGIANCE**

President Fahnestock led everyone in the Pledge of Allegiance.

**3. ROLL CALL/QUORUM ESTABLISHED**

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

Village Deputy Clerk Caryn Minor called the roll call and the following Board Members were present: President Suzanne Fahnestock, Trustee Groezinger, Trustee Joy, Trustee Peloso, Trustee Simon, Trustee Speare and Trustee Ward.

Also present were Village Administrator Cheryl Aldridge, Police Chief David Krull, Director of Public Works Lou Larson, Village Engineer Jeremy Lin, Village Attorney Kevin Buick and Deputy Clerk Caryn Minor.

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

President Fahnestock confirmed a quorum was established.

**4. RECOGNITION OF JIM AND COLLEEN MACRUNELS FOR THEIR YEARS OF  
TIRELESS SERVICE SUPPORTING SPECIAL OLYMPICS FUNDRAISING**

President Fahnestock stated it was her honor and pleasure to recognize Jim and Colleen MacRunels for their tireless support of the Special Olympics. She noted how many young people had been blessed because of their hard work.

Police Chief David Krull reported Maple Park Police Department once again achieved Number 1 status supporting Special Olympics Fundraising. He agreed it was primarily due to the tireless help and support the Department has received from the MacRunels. He noted the Department could not have achieved this status without them. Chief Krull awarded the MacRunels a plaque reading its inscription out loud for the Board. The MacRunels graciously accepted and stated they could have not achieved this alone and acknowledged the support they had received.

- 5. PUBLIC COMMENTS** – *Any resident wishing to address the Board may do so according to the guidelines set forth in the “Rules for Public Comments at Public Meetings” handout. Please complete a speaker request form and submit it to the Village Clerk. You may also send an email to [villageclerk@villageofmaplepark.com](mailto:villageclerk@villageofmaplepark.com) in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting.*

None

**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 of the Board of Trustees to have an item removed from the Consent Agenda.*

**A. Approval of Board Minutes**

- Board Meeting Minutes March 7, 2023
- Committee of the Whole Meeting Minutes March 21, 2023

**B. Receive and File - None**

**C. Acceptance of Cash and Investment Report as of February 28, 2023**

**D. Approval of Bills Payable and Manual Check Register #826.**

ACCOUNTS PAYABLE:	\$53,680.05
MANUAL CHECKS:	6,223.71
TOTAL:	\$59,903.76

Aldridge briefly reviewed the financial documents included in the agenda packet.

**E. Approval of Travel, Meals, Lodging for Elected Officials /Employees**

- Illinois Association of Chiefs of Police Annual Conference from April 19, 2023 to April 21, 2023 for Police Chief David Krull – Conference including several meals for \$229.00 (included on March 31, 2023 warrant list as a manual check to American Bank & Trust for a Visa payment).

**Motion by Trustee Speare with 2<sup>nd</sup> by Trustee Groezinger to approve the Consent Agenda items A.) through E.) as presented. On a roll call vote Trustee Joy, Trustee Peloso, Trustee Simon, Trustee Speare, and Trustee Ward voted yes. Motion carried.**

**7. FINANCIAL REPORT**

President Fahnestock asked if there were any questions on the Financial Report. Hearing no questions, moved to the next agenda item.

## **8. LEGAL REPORT**

President Fahnestock asked if there were any questions for Attorney Buick. Hearing no questions, moved to the next agenda item.

## **9. VILLAGE ADMINISTRATOR REPORT**

Village Administrator Cheryl Aldridge reported each Trustee should have received an email and request to complete a Statement of Economic Interest document from Kane County and requested if they had not to let her.

Village Administrator reported the vehicle sticker applications would be mailed out this week. She noted the Village would be closed on Friday for Good Friday.

## **10. POLICE DEPARTMENT REPORT**

Police Chief Dave Krull reported the calls were mostly consistent with a small uptick. He reported Jason Wolfe the Village's newest officer had been trained and released to work independently. Police Chief Krull added the Village was also interviewing another promising candidate. He briefly discussed the candidate's experience and noted if hired the police department would be efficiently staffed.

## **11. PUBLIC WORKS**

Public Works Director Lou Larson reported recent street light lamp repairs and a motor replacement at the waste water plant. He noted the other pump at the plant was working fine. Director Larson discussed the power outages caused by the weekend storms had resulted in temporary flooding. He reported well 5 specifically had been knocked out. The outage had been reported to and checked out by MGD Water Solutions. The reported power outages were the cause of well 5 to fail. Village Engineer Jeremy Lin discussed the status of the generator project and reported it would be going out for bid soon. Acknowledging the Village was proceeding in the correct direction. Discussion ensued.

## **12. ENGINEERING REPORT**

Village Engineer Jeremy Lin reported 2 bids would be approved later in the agenda during the item for new business in motions. He reported the treatment plants currently are running fine.

Engineer Lin briefly discussed a storm sewer plan created in 2010 that had resulted from storms causing similar problems in 2007. Discussion ensued.

## **13. OLD BUSINESS**



None

#### **14. NEW BUSINESS**

##### **A. CONSIDERATIONS**

None

##### **B. MOTIONS**

- **MOTION TO APPROVE LINTECH ENGINEERING WORK ORDER FOR ELEVATED STORAGE TANK NO. 2 – CONSTRUCTION SERVICES FOR A LUMP SUM FEE OF \$50,000.00.**

Motion by Trustee Speare with 2<sup>nd</sup> by Trustee Ward to authorize the Village President or her designee to approve a Lintech Engineering work order for elevated storage tank No. 2 – construction services for a lump sum fee of \$50,000. On a roll call vote Trustee Peloso, Trustee Simon, Trustee Speare, Trustee Ward, Trustee Groezinger and Trustee Ward voted yes. Motion carried.

- **MOTION TO APPROVE LINTECH ENGINEERING WORK ORDER FOR PEARL STREET PAVING IMPROVEMENTS – CONSTRUCTION SERVICES FOR A LUMP SUM FEE OF \$20,000.00**

Motion by Trustee Speare with 2<sup>nd</sup> by Trustee Groezinger to authorize the Village President or her designee to approve a Lintech Engineering work order for Pearl Street Paving Improvements – Construction Services for a lump sum fee of \$20,000.00. On a roll call vote Trustee Simon, Trustee Speare, Trustee Ward, Trustee Groezinger, Trustee Joy and Trustee Peloso voted yes. Motion carried.

- **MOTION TO APPROVE LINTECH ENGINEERING WORK ORDER FOR WATER TREATMENT PLANT – EMERGENCY GENERATOR, SITE FENCING DESIGN ENGINEERING FOR A LUMP SUM FEE OF \$20,000.00**

Motion by Trustee Speare with 2<sup>nd</sup> by Trustee Groezinger to authorize the Village President or her designee to approve a Lintech Engineering work order for water treatment plant – emergency generator, site fencing design engineering for a lump sum fee of \$20,000.00. On a roll call vote Trustee Ward, Trustee Groezinger, Trustee Joy, Trustee Peloso, Trustee Simon and Trustee Speare voted yes. Motion carried.

- **MOTION TO AWARD ELEVATED TANK BID TO MAGUIRE IRON, INC. IN THE AMOUNT OF \$3,473,500.00.**

**President Fahnestock distributed a document with an adjusted amount bolded of \$3,393, 500 and requested any questions.**

**Motion by Trustee Speare with 2<sup>nd</sup> by Trustee Groezinger to authorize the Village President or her designee to award elevated tank bid to Maguire Iron, Inc. in the Amount of \$3,393,500. On a roll call vote Trustee Ward, Trustee Groezinger, Trustee Joy, Trustee Peloso, Trustee Simon and Trustee Speare voted yes. Motion carried.**

- **MOTION TO AWARD PEARL STREET PAVING CONTRACT**

**Village Engineer Lin reported the contract was awarded to the lowest bidder acknowledging the bids were all very close in range and the contractors were all familiar and experienced with similar projects. President Fahnestock requested a motion and a second to award the Pearl Street Paving contract to Builders Paving LLC in the amount of \$161, 476.36.**

**Motion by Trustee Ward with 2<sup>nd</sup> by Trustee Speare to authorize the Village President or her designee to award Pearl Street paving contract. On a roll call vote Trustee Groezinger, Trustee Joy, Trustee Peloso, Trustee Simon, Trustee Speare and Trustee Ward voted yes. Motion carried.**

- **MOTION TO AWARD THE WILLOW STREET / COUNTY LINE ROAD SIDEWALK PROJECT TO GREAT SPIRIT CONCRETE IN THE AMOUNT OF \$74,320.00.**

**President Fahnestock reported the Village is recommending the lowest bidder unless there were any objections. No objections heard.**

**Motion by Trustee Speare with 2<sup>nd</sup> by Trustee Simon to authorize the Village President or her designee to award the Willow Street / County Line Road sidewalk project to Great Spirit Concrete in the amount of \$74,320.00. On a roll call vote Trustee Joy, Trustee Peloso, Trustee Simon, Trustee Speare, Trustee Ward and Trustee Groezinger voted yes. Motion carried.**

- **MOTION TO ALLOW VILLAGE ENGINEER TO ISSUE NOTICE TO PROCEED FOR ELEVATED TANK PROJECT**

**Motion by Trustee Speare with 2<sup>nd</sup> by Trustee Peloso to authorize the Village President or her designee to allow village engineer to issue notice to proceed for elevated tank project. On a roll call vote Trustee Peloso Trustee Simon, Trustee Speare, Trustee Ward, Trustee Groezinger and Trustee Joy voted yes. Motion carried.**

- **MOTION TO ALLOW VILLAGE PRESIDENT TO ENTER INTO A CONSTRUCTION AGREEMENT WITH MAGUIRE IRON, INC. FOR RECOMMENDED BID AMOUNT**

Motion by Trustee Groezinger with 2<sup>nd</sup> by Trustee Simon to authorize the Village President Or her designee to allow village president to enter into a construction agreement with MaGuire Iron, Inc. for recommended bid amount. On a roll call vote Trustee Simon, Trustee Speare, Trustee Ward, Trustee Groezinger, Trustee Joy and Trustee Peloso voted yes. Motion carried.

## **15. RESOLUTIONS**

### **A. RESOLUTION 2023-09 A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF A VILLAGE STREET FOR A BIKE EVENT**

*This Resolution allows for the approval of the Special Event Permit for a Bike Event for ABD Cycle Club on April 16, 2023.*

Motion by Trustee Groezinger with 2<sup>nd</sup> by Trustee Peloso to approve Resolution 2023-09 a resolution approving the temporary closure of a village street for a bike event. On a roll call vote Trustee Speare, Trustee Ward, Trustee Groezinger, Trustee Joy Trustee Peloso and Trustee Simon voted yes. Motion carried.

### **B. RESOLUTION 2023-10 A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF A VILLAGE STREET FOR A BIKE EVENT**

*This Resolution allows for the approval of the Special Event Permit for a Bike Event for ABD Cycle Club on September 17, 2023.*

Motion by Trustee Simon with 2<sup>nd</sup> by Trustee Ward to approve Resolution 2023- 09 a resolution approving the temporary closure of a village street for a bike event. On a roll call vote Trustee Ward, Trustee Groezinger, Trustee Joy, Trustee Peloso Trustee Simon and Trustee Speare voted yes. Motion carried.

## **16. ORDINANCES**

### **A. ORDINANCE 2023-02 AN ORDINANCE TO SUPPLEMENT THE APPROPRIATION ORDINANCE FISCAL YEAR ENDING APRIL 30, 2023 FOR THE VILLAGE OF MAPLE PARK, ILLINOIS.**

*This Ordinance would amend Ordinance 2022-10, adopted April 5, 2022.*

**Motion by Trustee Ward with 2<sup>nd</sup> by Trustee Speare to approve Ordinance 2023-02 an ordinance to supplement the appropriation ordinance fiscal year ending April 30, 2023 for the village of Maple Park, Illinois. On a roll call vote Trustee Groezinger, Trustee Joy, Trustee Peloso, Trustee Simon Trustee Speare and Trustee Ward voted yes. Motion carried.**

**B. ORDINANCE 2023-03 AN ORDINANCE ADOPTING THE ANNUAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024 IN THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS.**

*This Ordinance would approve the adoption of the budget for FY2024 (beginning May 1, 2023, and ending April 30, 2024).*

**Motion by Trustee Groezinger with 2<sup>nd</sup> by Trustee Speare to approve Ordinance 2023-03 an ordinance adopting the annual appropriation for the fiscal year beginning May 1, 2023 and ending April 30, 2024 in the Village of Maple Park, Kane and Dekalb Counties, Illinois. On a roll call vote Trustee Joy, Trustee Peloso, Trustee Simon, Trustee Speare Trustee Ward and Trustee Groezinger voted yes. Motion carried.**

**17. VILLAGE PRESIDENT REPORT**

President Fahnestock informed the Trustees the storms and flooding issues would be discussed further at the scheduled April COW Meeting. Trustee Speare inquired about the ordinance updates. Trustee Joy reported she was compiling a list of the ordinances that would be prioritized for the Village to review.

**18. TRUSTEE REPORT**

**19. EXECUTIVE SESSION**

None

**20. ADJOURNMENT**

Motion by Trustee Simon with a 2<sup>nd</sup> by Trustee Speare to adjourn. Motion carried by a voice vote.

Meeting adjourned at 7:36 p.m.

Respectfully submitted,

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Caryn Minor, Deputy Clerk



# Village of Maple Park

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

Village Hall: 815-827-3309

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

**BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING MINUTES  
TUESDAY, APRIL 18, 2023  
MAPLE PARK CIVIC CENTER  
302 WILLOW STREET, MAPLE PARK  
7:00 P.M.**

**1. CALL TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE**

Village President Fahnestock led everyone in the Pledge of Allegiance.

**3. ROLL CALL/QUORUM ESTABLISHED**

Village Deputy Clerk Caryn Minor called the roll call and the following Board members were present: Village President Suzanne Fahnestock, Trustee Tonia Groezinger, Trustee Hillary Joy, Trustee JT Peloso, Trustee Chris Simon, Trustee Cliffe Speare, and Trustee Jen Ward.

Also present: Police Chief Dave Krull, Village Administrator Cheryl Aldridge, Public Works Director Lou Larson, Village Engineer Jeremy Lin, Village Attorney Kevin Buick and Village Deputy Clerk Caryn Minor.

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

President Fahnestock 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 e-mail to [villageclerk@villageofmaplepark.com](mailto:villageclerk@villageofmaplepark.com) in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting. Time Limit: 5 minutes per speaker.*

None

**5. UPDATE ON THE PROPERTY BEHIND DEKALB AVENUE TOWNHOMES**

Village President Fahnestock began the discussion updating the Board and confirmed the Village had intentions to clear the property behind the DeKalb Avenue Townhomes. President Fahnestock and Administrator Aldridge assured the Board there had been a plan in place to begin clearing the vegetation and trees starting on the left side but the weather had not cooperated. Discussion ensued by the Board. Public Work's Director Lou Larson confirmed the HOA for the townhomes supported this project and had contributed resources originally

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working with the Village to clear the area. Larson added the contractor for this project had already been selected and would begin as soon as the weather permitted. Village Engineer Jeremy Lin stated removing the vegetation in this area would allow the detention pond behind the townhomes to operate properly.

### **6. 2023 ZONING MAP**

President Fahnestock acknowledged the 2023 zoning map had been updated and sent to Village Engineer Lin for review. Administrator Aldridge briefly discussed the few modifications. No questions were heard. This item would move to before the Board in May for approval.

### **7. STORMWATER REVIEW INCLUDING THE TELEVISING REPORT**

Village President Fahnestock introduced Village Engineer Lin to discuss the result of the televising recently done. A report was distributed to the Board members for review during the discussion. Engineer Lin reported the highlighted areas identified in the report were locations that needed to be attended to first. Lin briefly reviewed options and modifications that could be done to the system that would improve the drainage in these areas and enable the system to work more efficiently.

Village Engineer Lin reported a storm water plan and design had been previously created in 2010 for Ashton Street. He discussed the removal of berms that had originally been designed in. Those berms had been removed by residents for personal reasons and the result was an altered storm water flow. Discussion ensued. Village President Fahnestock confirmed the Village would work closely with Engineer Lin prioritizing and creating a timeline to bring back to the Board for review and approval.

Engineer Lin acknowledged there had been some funding included for stormwater projects in the FY 2024 budget.

Engineer Lin left at 7:32 p.m.

### **8. DISCUSSION OF EMPLOYEE HANDBOOK**

Village Administrator Aldridge distributed a copy of the current employee hand book with modifications. President Fahnestock discussed specific modifications and requested the Board's opinion on whether to proceed with these changes and move this item before the Board in May for approval. Review and Discussion ensued. Specifically, regarding a cdl license classification requirement for public work's employees, modifications to sections including an alcohol and drug free workplace, concealed and carry, punctuality and attendance. Discussion ensued regarding the cdl classification and on call requirements inclusion for public works. Director Larson confirmed that one employee already had this license class and could operate the Village owned 1998 Ford L850 dump truck. After further discussion it was deemed that it was not currently necessary for all public work's employees to be required to obtain their cdl classification and the Village should consider selling the vehicle this requirement would apply to. The Board reached a consensus to sell the Village's 1998 L850 Truck and not make it a requirement for the Village's public work employees to have a cdl class license.

## MINUTES

Committee of the Whole Meeting

April 18, 2023

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Discussion ensued regarding if the Village should incorporate an active call policy for the public works department. President Fahnestock confirmed if a village employee had been instructed by their supervisor, the expectation was they may have to work for any reason on a scheduled day off the drug and alcohol policy would be in effect for that time period.

Attorney Buick acknowledged the discussion regarding these handbook changes had been good. Buick discussed the importance of having certain policies in place where other things could be handled under the reign of the Village's management. Buick reported his partner, Cassandra Gottschalk was familiar with employee policy law and he had already requested she review these modifications. After her review is complete it would be represented to the Board in May for approval.

Village President Fahnestock added that after the review was complete and an updated handbook was approved it would individually be reviewed with each of the Village's employees by the Village Administrator Cheryl Aldridge.

### 9. OTHER BUSINESS

Village President Fahnestock reported the Village had received a request from a resident wanting to provide a summer camp that would allow residents to drop off their children for short periods of time to do activities for an undisclosed fee. Administrator Aldridge explained the resident would like to utilize a park on Village property for this purpose. Discussion ensued about the State's recommendations, requirements and licensure needed for this type of childcare. Village Attorney Kevin Buick suggested the Village instruct this resident to research and comply with all the requirements prior to Board discussion or approval.

Village President Fahnestock announced that there would be a scheduled Planning Zoning Commission Meeting on May 17, 2023 to discuss a solar development application received and to provide a recommendation.

### 10. ADJOURNMENT

Trustee Simon made a motion to adjourn the meeting, seconded by Trustee Speare Motion was carried by voice vote.

Meeting adjourned at 8:27 p.m.

Respectfully Submitted,

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Caryn Minor, Deputy Village Clerk

VILLAGE OF MAPLE PARK, ILLINOIS  
Schedule of Cash and Investments  
March 31, 2023

Fund	Interest Rate Approx	CDs	IPTIP Accounts	Old National	Charles Schwab	Old Second Checking	Total Cash & Investments
<b>Operating Funds</b>							
General Fund							
Old Second - Checking Acct	0.00%	-	-	-	-	68,078.62	68,078.62
Illinois Public Treasurer's Pool	4.72%	-	844,336.09	-	-	-	844,336.09
Total General Fund		-	844,336.09	-	-	68,078.62	912,414.71
Utility Tax Fund							
Old Second - Checking Acct	0.00%	-	-	-	-	(6,085.38)	(6,085.38)
First Midwest Bank	0.04%	-	-	373,102.61	-	-	373,102.61
Illinois Public Treasurer's Pool	4.72%	-	175,025.65	-	-	-	175,025.65
Total Utility Tax Fund		-	175,025.65	373,102.61	-	(6,085.38)	542,042.88
TIF District Fund							
Old Second - Checking Account	0.00%	-	-	-	-	-	-
Old Second - TIF Checking Acct	0.00%	-	-	-	-	391,685.81	391,685.81
Charles Schwab - Wealth Mgmt Acct	2.12%	-	-	-	2,500,000.00	-	2,500,000.00
Total Road & Bridge Fund		-	-	-	2,500,000.00	391,685.81	2,891,685.81
Road & Bridge Fund							
Old Second - Checking Account	0.00%	-	-	-	-	10,558.93	10,558.93
Illinois Public Treasurer's Pool	4.72%	-	152,924.31	-	-	-	152,924.31
Total Road & Bridge Fund		-	152,924.31	-	-	10,558.93	163,483.24
Motor Fuel Tax Fund							
Old Second - Checking Account	0.00%	-	-	-	-	-	-
Illinois Public Treasurer's Pool	4.72%	-	295,561.37	-	-	-	295,561.37
Total Motor Fuel Tax Fund		-	295,561.37	-	-	-	295,561.37
Water & Sewer Funds							
Operating Accounts							
Old Second - Checking Account	0.00%	-	-	-	-	12,955.38	12,955.38
Illinois Public Treasurer's Pool	4.72%	-	554,959.53	-	-	-	554,959.53
Total Operating Accounts		-	554,959.53	-	-	12,955.38	567,914.91
Water Improvement Account							
Old Second - Checking Account	0.00%	-	-	-	-	4,359.82	4,359.82
Illinois Public Treasurer's Pool	4.72%	-	299,332.83	-	-	-	299,332.83
Total Water Improvement Accounts		-	299,332.83	-	-	4,359.82	303,692.65
Sewer Improvement Account							
Old Second - Checking Account	0.00%	-	-	-	-	2,727.77	2,727.77
Illinois Public Treasurer's Pool	4.72%	-	527,156.59	-	-	-	527,156.59
Total Sewer Improvement Accounts		-	527,156.59	-	-	2,727.77	529,884.36
Total Water & Sewer Funds		-	1,381,448.95	-	-	20,042.97	1,401,491.92
<b>Total Village Operating Funds</b>		-	2,849,296.37	373,102.61	2,500,000.00	484,280.95	6,206,679.93
<b>Escrow Funds</b>							
School Land Cash							
Old Second - Checking Account	0.00%	-	-	-	-	-	-
Developer Escrow Fund							
Old Second - Checking Account	0.00%	-	-	-	-	47,167.90	47,167.90
<b>Total Village Escrow Funds</b>		-	-	-	-	47,167.90	47,167.90
<b>Total Village Cash &amp; Investments</b>		-	2,849,296.37	373,102.61	2,500,000.00	531,448.85	6,253,847.83



DATE: 04/26/23

wednesday April 26, 2023

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 ABD CYCLE CLUB 03172023	01-00-4910	REFUND POLICE COVERAGE	135.00	135.00
01 A&P CAR WASH, INC. 143	01-30-5600	CAR WASHES (11/24/22-03/30/23)	80.00	80.00
01 BANNER UP SIGNS 79950	01-10-5200	NAME PLATES	40.00	40.00
01 CASEY'S BUSINESS 04082023	MASTERCARD 01-30-5250	GASOLINE	685.07	685.07
01 CODE BLUE 2958	01-10-5420	PLUMBLING INSPECTION	150.00	50.00
2958	01-10-5420.02	PLUMBLING INSPECTION		50.00
2958	01-10-5420.03	PLUMBLING INSPECTION		50.00
01 COMMONWEALTH EDISON 01470771920323A	01-50-5730	STREET LIGHTING	4929.03	305.94
0498142046 0323	52-20-5730	LIFT STATION		136.66
0798152002 0323	52-10-5730	WELL		2714.08
1620026021 0323	52-20-5730	WWTP		996.97
4665155040 0423	01-50-5730	STREET LIGHTING		751.55
5778015012 0323	01-20-5730	MEMORIAL PARK POND		23.83
01 DEKALB LAWN & EQUIPMENT 89028	01-20-5600	MOWER MAINTENANCE	1190.37	531.89
89029	01-20-5600	MOWER MAINTENANCE		658.48
01 DEKALB COUNTY ECONOMIC DEVELOP 23.068	01-10-5570	2023 DCEDC CONTRIBUTION	330.00	330.00
01 DE LAGE LANDEN PUBLIC FINANCE 79582402	01-10-5160	COPIER LEASE	487.08	199.82
79582402	01-10-5200	COPIER LEASE		287.26
01 THE ECONOMIC DEVELOPMENT GROUP 04102023	13-00-8417	PROFESSIONAL FEES	1221.00	1221.00
01 CARISSA ELLISON 04212023	01-00-2103	GYM DEPOSIT REFUND	100.00	100.00
01 EXPERT LOCK & SAFE INC. 87242	01-40-5600	DUPLICATE KEYS	156.00	156.00
01 FOSTER, BUICK, CONKLIN, LUNDGR 48856	01-10-5330	GENERAL COUNSEL	1950.00	1950.00
01 GOODENOUGH INC. 631810	52-20-5335	TREATMENT PLANT RPZ TEST	80.00	80.00
01 FRONTIER 8158273710 0423	52-10-5700	WELL HOUSE	250.29	87.84
8158275039 0423	52-20-5700	WWTP		76.23
8158275069 0423	52-20-5700	LIFT STATION		86.22
01 J & R HERRA, INC. 121100	01-40-5600	TOILET REPLACEMENTS	1792.38	1792.38
01 HOLMGREN ELECTRIC INC. 10005	52-20-5600	WWTP ELECTRICAL REPAIR	1302.50	626.00
9998	01-50-5600	LIGHT POLE REPAIRS		676.50

DATE: 04/26/23

wednesday April 26, 2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 INTEGRITY CONCRETE COATINGS			2000.00	
636	01-40-5600	BATHROOM CONCRETE COATINGS		1263.16
636	01-20-5600	BATHROOM CONCRETE COATINGS		736.84
01 JACOB & KLEIN, LTD.			305.25	
04102023	13-00-8417	PROFESSIONAL FEES		305.25
01 JANCO SUPPLY INC.			109.45	
289822	01-40-5100	SUPPLIES		109.45
01 JOSH JORDAN			25.00	
04302023	01-10-5700	CELL PHONE STIPEND		25.00
01 LINTECH ENGINEERING, INC.			10000.00	
4653	15-00-5320	STORMWATER ENGINEERING		5000.00
4654	54-00-5320	GENERATOR ENGINEERING		5000.00
01 BRAD MANNING FORD, INC.			113.22	
FOCS129843	01-30-5600	VEHICLE MAINTENANCE		113.22
01 MCCLLOUD AQUATICS			3000.00	
36217-23	01-20-5600	POND MAINTENANCE		3000.00
01 MEDIACOM			249.90	
04212023	01-10-5700	INTERNET SERVICE		249.90
01 METROPOLITAN INDUSTRIES INC.			2976.00	
INV049090	52-20-5600	PUMP REPAIR		2976.00
01 LINTECH ENGINEERING, INC.			2500.00	
4655	52-10-5390	OPERATION SERVICES		1250.00
4655	52-20-5390	OPERATION SERVICES		1250.00
01 NORTHERN ILL TRAINING ADVISORY			510.00	
2415	01-30-5560	TRAINING		510.00
01 NICOR			1412.26	
331314100040423	01-50-5730	GARAGE GAS		117.89
399087100050423	01-40-5730	CIVIC CENTER GAS		1294.37
01 NORTH EAST MULTI-REGIONAL			475.00	
322470	01-30-5560	TRAINING		475.00
01 PHYSICIANS IMMEDIATE CARE - CH			168.00	
4312751	01-10-5900	PRE EMPLOYMENT SCREENING		168.00
01 QUADIENT, INC.			83.85	
60097642	01-10-5160	POSTAGE METER		83.85
01 QUILL CORPORATION			82.14	
31679535	01-10-5200	OFFICE SUPPLIES		28.48
31812345	01-10-5200	OFFICE SUPPLIES		53.66
01 CURRAN CONTRACTING COMPANY			122.45	
26648	01-50-5620	COLD PATCH		122.45
01 SUBURBAN LABORATORIES, INC.			433.13	
212825	52-10-5335	TEST EXPENSE		86.63
213157	52-20-5335	TEST EXPENSE		346.50
01 DAN SUCHY			20.00	
04122023	01-00-2103	DEPOSITS PAYABLE		100.00
04122023	01-00-4550.04	RENT - GYM USE		80.00-
01 THOMPSON ELEVATOR INSPECTION S			275.00	

SYS DATE:04/26/23

VILLAGE OF MAPLE PARK  
A / P W A R R A N T L I S T  
REGISTER # 827  
wednesday April 26, 2023

SYS TIME:08:14  
[NW1]

DATE: 04/26/23

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
23-0966	01-40-5900	CHAIRLIFT INSPECTION		275.00
01 T-MOBILE			218.54	
981424151 0423	01-10-5700	CELL PHONES		78.00
981424151 0423	01-30-5700	AIR CARDS		88.20
981719329 0423	01-30-5700	CELL PHONES		52.34
01 USIC LOCATING SERVICES, LLC			665.96	
576760	01-50-5390	UTILITY MARKING		332.98
576760	52-10-5390	UTILITY MARKING		166.49
576760	52-20-5390	UTILITY MARKING		166.49
** TOTAL CHECKS TO BE ISSUED			40623.87	

SYS DATE:04/26/23

VILLAGE OF MAPLE PARK  
A / P W A R R A N T L I S T  
REGISTER # 827  
wednesday April 26, 2023

SYS TIME:08:14  
[NW1]

DATE: 04/26/23

PAGE 4

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01	GENERAL FUND		18051.51	
13	TIF DISTRICT		1526.25	
15	ROAD & BRIDGE FUND		5000.00	
52	WATER & SEWER FUND		11046.11	
54	WATER IMPROVEMENT ACCT		5000.00	
***	GRAND TOTAL ***		40623.87	
	TOTAL FOR REGULAR CHECKS:		39,438.61	
	TOTAL FOR DIRECT PAY VENDORS:		1,185.26	

DATE: 04/26/23

wednesday April 26, 2023

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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 CORTLAND FLOORING, INC. 112 1308 A	04/05/23 01-40-5600	23459 BOARD ROOM CARPET	1131.00	1131.00
01 ADAM KOZLOWSKI 112 04132023	04/14/23 01-50-5620	23461 SIDEWALKS ON MAIN STREET	5400.00	5400.00
01 LINTECH ENGINEERING, INC. 112 4648	04/04/23 54-00-5320	23458 GENERATOR DESIGN	10000.00	10000.00
01 MCCLOUD AQUATICS 112 36114	04/17/23 01-20-5600	23462 AERATOR CABLE	2328.00	2328.00
01 AMERICAN BANK & TRUST 112 03282023I	04/06/23 01-50-5620	23460 STREET MAINTENANCE	1313.87	239.40
112 03282023I	52-20-5600	MAINTENANCE & REPAIR		86.80
112 03282023J	01-50-5900	OTHER EXPENSE		84.58
112 03282023J	52-20-5600	MAINTENANCE & REPAIR		5.00
112 03282023K	01-10-5390	OTHER PROFESSIONAL SERVICES		65.40
112 03282023K	01-10-5550	SOFTWARE EXPENSE		191.12
112 03282023K	01-10-5570	DUES AND MEMBERSHIPS		160.00
112 03282023K	01-10-5900	OTHER EXPENSES		169.08
112 03282023K	01-30-5900	OTHER EXPENSE		58.65
112 03282023K	01-40-5600	MAINTENANCE & REPAIR		40.82
112 03282023N	01-10-5700	TELEPHONE		140.13
112 03282023N	01-30-5560	TRAINING		150.00-
112 03282023N	01-30-5700	TELEPHONE		142.89
112 03282023N	01-30-5750	COMMUNICATIONS		80.00

\*\* TOTAL MANUAL CHECKS REGISTERED

20172.87

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

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

## REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	40623.87	20172.87	60796.74
TOTAL CASH	40623.87	20172.87	60796.74

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	18051.51	10081.07	28132.58
13	1526.25	.00	1526.25
15	5000.00	.00	5000.00
52	11046.11	91.80	11137.91
54	5000.00	10000.00	15000.00
TOTAL DISTR	40623.87	20172.87	60796.74



# *Village of Maple Park*

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

Village Hall: 815-827-3309

Fax: 815-827-4040

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

## **FINANCE REPORT TUESDAY, MAY 2, 2023**

- 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 now finished. I will begin working with the auditors next week. Once the results are finalized, I will provide those results to you.

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

- Escrow Accounts – There was no activity for the month of April, so there is no escrow account detail included in the month's packet.
- Cash Accounts – With your Board packet this month, there is an estimated cash balances report. The Village's current position is good and will be closely monitored.
- Warrant List
  - A/P Check run of \$40,623.87, manual checks of \$20,172.87 for a total of \$60,796.74.
    - Adam Kozlowski (Great Spirit Concrete) - \$5,400.00 on Manual Check Listing – for sidewalks on Main Street.
    - Lintech Engineering, Inc. - \$10,000.00 on Manual Check Listing – for Water Treatment Plant Generator Design – work order approved on 04/04/23.
- Please let me know if you have any questions or concerns.

Estimated Cash Balances for April 30, 2023

	04/01/23 Balance	Misc	Transfers & Deposits	Manual Checks and Tax Pymts	Payroll	04/30/23 Check Run	Estimated 04/30/23 Balance	
Old Second Checking	139,763.04	(93.18)	127,873.85	(40,336.29)	(39,666.00)	(40,623.87)	146,917.55	0.00%
First Midwest / Old National	373,102.61						373,102.61	0.04%
TIF Funds - Old Second	391,685.81		(1,526.25)				390,159.56	0.00%
Illinois Funds	2,849,296.37	(4.16)	(42,335.66)				2,806,956.55	4.72%
TIF Funds - Wealth Management	2,500,000.00						2,500,000.00	2.12%
	6,253,847.83	(97.34)	84,011.94	(40,336.29)	(39,666.00)	(40,623.87)	6,217,136.27	



# **VILLAGE OF MAPLE PARK, ILLINOIS**

## **RESOLUTION 2023-11**

### **A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF A VILLAGE STREET FOR A MEMORIAL DAY CEREMONY**

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

**WHEREAS**, American Legion Post 312 is hosting a Memorial Day Ceremony in the Village of Maple Park on Monday, May 29, 2023; and,

**WHEREAS**, American Legion Post 312 will conduct the Memorial Day Ceremony between 11:00 a.m. and 12:30 p.m. with the clean-up taking place after the ceremony; and,

**WHEREAS**, in approving the American Legion Post 312's request this Board's action will require the temporary closure of Main Street from Kennebec Street to Pleasant Street, as indicated on Exhibit A; and,

**WHEREAS**, the logistics of the street closure posting will be the responsibility of the Village of Maple Park; while the American Legion will have responsibility for clean-up of the area after the ceremony.

**SECTION 1.** This street closure shall occur on Monday, May 29, 2023 with the closure of Main Street beginning at 10:00 a.m. and the ceremony taking place between 11:30 a.m. and 12:30 p.m. and,

**SECTION 2.** To the fullest extent permitted by law, the owners shall be responsible for all injuries, to persons or property, and shall indemnify and hold harmless the Village of Maple Park, its officers, employees, and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from, or connected with the exercise of authority granted by the requestor, which is the subject of this resolution. This obligation is binding upon the requestor, regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission, or negligence of the Village of Maple Park or its officers, employees or agents.

**SECTION 3.** American Legion Post 312 shall provide a comprehensive general liability policy and an additional named insured endorsement in the amount of \$2,000,000.00 general aggregate, \$1,000,000.00 per person, which has the Village of Maple Park, its officials, employees, and agents as insureds, and which protects them all from claims arising from the requested road closure. A copy of said policy and endorsement shall be provided to the Village of Maple Park before the streets will be closed.

**PASSED** by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at a Village Board meeting held on the 2<sup>nd</sup> of May 2023.

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

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

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

ABSTAIN: \_\_\_\_\_

**APPROVED** by the Village President on the 2<sup>nd</sup> day of May 2023.

(SEAL)

\_\_\_\_\_  
Suzanne Fahnestock, Village President

**ATTEST:**

\_\_\_\_\_  
Caryn Minor, Village Clerk

EXHIBIT A



**VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS  
RESOLUTION 2023-12**

**AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A COMMUNITY  
DEVELOPMENT PROGRAM FUNDING AGREEMENT  
WITH THE COUNTY OF KANE**

**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**, the Village has determined that it was in the best interest of the Village to submit a 2023 Kane County Community Development Block Grant (CDBG) Application for \$180,000 toward the cost of the Maple Avenue Project; and

**WHEREAS**, the project will make infrastructure improvements to Maple Avenue in the Village of Maple Park, County of Kane; and

**WHEREAS**, on April 23, 2023, the Village received notification that the Kane County Community Development Block Grant (CDBG) approved \$180,000 in matching funds for the Maple Avenue Project; and

**WHEREAS**, the total amount disbursed by Kane County shall not exceed the County's proportional share (50.0%) of the actual cost of the project; and

**WHEREAS**, funds are available in the Village of Maple Park Motor Fuel Tax Fund (Fund 19) to support the fifty percent (50.0%) matching required to receive the Kane County Community Development Block Grant for this project.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Maple Park that the Village President is authorized to enter into a Community Development Program Funding Agreement with the County of Kane for the Community Development Block Grant (CDBG) in the amount of \$180,000 for the Maple Avenue Project.

**PASSED** by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on the 2<sup>nd</sup> of May, 2023.

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

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

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

(SEAL)

\_\_\_\_\_  
Suzanne Fahnestock, Village President

**ATTEST:**

\_\_\_\_\_  
Caryn Minor, Village Clerk

# COUNTY OF KANE

## OFFICE OF COMMUNITY REINVESTMENT Community Development Division

Scott Berger, Director

Josh Beck, Assistant Director for Community Development



Illinois workNet Center

143 First Street

Batavia IL 60510

Fax: 630-966-1172

[www.countyofkane.org](http://www.countyofkane.org)

April 21, 2023

Suzanne Fahnestock, Village President  
Village of Maple Park  
302 Willow Street  
P.O. Box 220  
Maple Park, Illinois 60151

Re: Community Development Fund Award and Funding Agreement

Dear Ms. Fahnestock:

Congratulations! On behalf of Kane County, I am pleased to notify you that your application for Community Development funds has been approved. Specifically, the county has allocated \$180,000 for your project, which involves improvements to Maple Avenue. Your application was selected because of its responsiveness to the goals identified in the county's Consolidated Plan and the evaluation criteria established for the Community Development Program.

The enclosed funding agreement outlines the terms and conditions under which the county will provide Community Development funding for your project. Take some time review the document and feel free to contact us if you have any questions. Otherwise, please sign on page 15, and scan and return that page to me by email. Be advised that until the agreement is fully executed, this letter should not be construed as a final funding commitment. Also, please understand the county's award of funding is conditioned on the village's compliance with applicable federal regulations and county guidelines governing the Community Development Program, as well as commitments made in your application, including those regarding the project's scope, budget, and financing. Changes in these commitments require the county's prior written approval.

Again, congratulations on being awarded Community Development funding! We look forward to working with you to complete this project. If you have any questions, please feel free to contact either Chris Dall at 630-444-3048 or me at 630-444-2960. Thank you and best wishes!

Sincerely,

Joshua C. Beck  
Assistant Director for Community Development

Enclosure



**COMMUNITY DEVELOPMENT PROGRAM FUNDING AGREEMENT  
BETWEEN KANE COUNTY, ILLINOIS  
AND  
VILLAGE OF MAPLE PARK, ILLINOIS**

---

**THIS AGREEMENT** is entered into on June 1, 2023, by and between Kane County, Illinois (herein called the "County"), and the Village of Maple Park, Illinois (herein called the "Project Sponsor"), which has the following DUNS Number: 7670953.

**WHEREAS**, the County is the recipient of Community Development Block Grant (herein called "CDBG") funds from the United States Government to be used for housing and community development activities under Title I of the Housing and Community Development Act of 1974 (herein called the "Act"), Public Law 93-383; and

**WHEREAS**, the Catalog of Federal Domestic Assistance (CFDA) Number for said funds is 14-218 and they were awarded by the U.S. Department of Housing and Urban Development (herein called "HUD") on June 1, 2023, as Award Number B-23-UC-17-0008, to support activities described in the County's Housing and Community Development Annual Action Plan (herein called the "Plan") for Program Year 2023; and

**WHEREAS**, said Plan includes an activity to be undertaken and completed by the Project Sponsor and the County wishes to engage the Project Sponsor in the utilization of said funds for said activity, which shall not include Research and Development.

**NOW, THEREFORE**, the parties agree to the following:

**I. STATEMENT OF WORK**

**A. Project Description, Tasks, Schedule, and Budget**

The Project Sponsor shall complete the project described in Exhibit A. Funds provided herein shall be used in the manner described in said exhibit, which includes a description of the project, the tasks to be performed by the Project Sponsor, a schedule for completing the tasks, and a project budget.

**B. National Objectives**

The County has determined that the project identified herein meets one of the Community Development Block Grant Program's National Objectives as defined in 24 CFR 570.208. The Project Sponsor shall not make changes to the project, including its scope, location, or budget, without the County's prior written approval.

**C. Level of Accomplishment**

The Project Sponsor shall be responsible for completing the project identified herein and shall make all documentation associated with the completion of the project available for inspection by the County.

**D. Staffing**

The Project Sponsor will be responsible for all normal administrative services and expenses not funded under this Agreement but required in order to undertake the project identified herein.

E. Performance Monitoring

The County will monitor the performance of the Project Sponsor against goals and performance standards established herein. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such noncompliance is not taken by the Project Sponsor within the period of time specified by the County in its notification to the Project Sponsor, the County may initiate suspension or termination procedures.

II. TIME OF PERFORMANCE

The work being performed by the Project Sponsor hereunder shall be completed according to the project schedule contained herein. This Agreement shall terminate 60 days after the project completion date. In accordance with the amendment procedures set forth in Paragraph VI, however, the term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Project Sponsor is in control of CDBG funds or other assets, including program income.

III. FUNDING

In consideration of the project to be completed by the Project Sponsor hereunder, the County shall pay to the Project Sponsor up to \$180,000.00 in CDBG funds received from HUD. The total amount disbursed by the County, however, shall not exceed the County's proportional share (50.0%) of the actual cost of the project described in Exhibit A. Further, said funds shall be used for the payment of expenses eligible under the CDBG program and specifically listed in the project budget contained in Exhibit A.

Payments are contingent upon the Project Sponsor's compliance with all applicable uniform administration requirements as set forth in 24 CFR 570.502. The Project Sponsor agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following individuals:

COUNTY	PROJECT SPONSOR
Chris Dall, Project Manager Kane County Office of Community Reinvestment 719 South Batavia Avenue Geneva IL 60134 Phone: 630-444-3048 Email: <a href="mailto:dallchris@countyofkane.org">dallchris@countyofkane.org</a>	Cheryl Aldridge, Treasurer Village of Maple Park P.O. Box 220 Maple Park, Illinois 60151 Phone: (815) 827-3309 Email: <a href="mailto:caldridge@villageofmaplepark.com">caldridge@villageofmaplepark.com</a>

V. GENERAL CONDITIONS

A. General Compliance with Federal Regulations

The Project Sponsor agrees to comply with all applicable requirements of 24 CFR 570 concerning CDBG funds, all applicable portions of OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other federal requirements and policies issued pursuant to federal regulations, including, but not limited to, those set forth in *Sections VIII, IX and X* of this Agreement. The Project Sponsor shall be responsible for complying with all applicable changes or additions to the requirements currently set forth in said regulations. The Project Sponsor agrees to comply with all other applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, create or establish the relationship of employer/employee between the parties. The Project Sponsor shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Project Sponsor is an independent contractor.

C. Hold Harmless

The Project Sponsor shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Project Sponsor's performance or nonperformance under this Agreement.

D. Workers' Compensation

The Project Sponsor shall ensure that Workers' Compensation Insurance coverage is provided for all employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Project Sponsor shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County. The Project Sponsor shall comply with the bonding and insurance requirements of OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

F. Funding Disclosure

The Project Sponsor shall credit the County and HUD for funding the project identified herein by including the following statement on any sign that may be erected at the project site, and in any promotional material that may be published in connection to the project: ***"Support for this project has been provided by the Kane County Board, through its Office of Community Reinvestment, with federal funds from the U.S. Department of Housing and Urban Development."***

VI. AMENDMENTS

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of both parties and approved by either party's governing body to the extent required by state law, local charter or otherwise. In addition, the County may, in its sole discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies and available funding amounts. However, if any such amendments result in a change in the funding, the scope of services, or the scheduling of services to be undertaken as part of this Agreement such modifications will be incorporated only by written amendment signed by both parties.

VII. SUSPENSION AND TERMINATION

Either party may terminate this Agreement at any time by giving written notice to the other party at least thirty (30) days before the effective date of such termination. However, any partial termination of the work to be performed under this Agreement may only occur with the prior approval of the County. The County may also suspend or terminate this Agreement, in whole or in part, if the Project Sponsor materially fails to comply with any



term of this Agreement, or with any of the rules, regulations or provisions referred to herein. In such event, the County may declare the Project Sponsor ineligible for any future participation in County contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Project Sponsor is in noncompliance with any applicable rules or regulations, the County may suspend payment of up to fifteen (15) percent of the Agreement funds until such time as the Project Sponsor is found to be in compliance by the County or is otherwise adjudicated to be in compliance. In the event of any termination, all finished or unfinished documents, data, reports, maps, models, photographs or other materials prepared by the Project Sponsor under this Agreement shall, at the option of the County, become the property of the County. In the event of termination, the Project Sponsor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination. The County shall be entitled to the repayment of any payments made to the Project Sponsor over and above that to which it is entitled as just and equitable compensation for satisfactory work completed.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Project Sponsor agrees to comply with OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Project Sponsor shall administer its program in conformance with OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, for all costs incurred.

B. Documentation and Record Keeping

1. Records To Be Maintained

The Project Sponsor shall maintain all records required by federal regulations as specified in 24 CFR 570.506, as they are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of the activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program, as set forth in 24 CFR 570.208; namely, benefiting low/moderate income persons, aiding in the prevention or elimination of slums or blight, and meeting community development needs that have a particular urgency;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvements, use or disposition of any real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program to the extent applicable;
- f. Financial records as required by 24 CFR 570.502; and
- g. Other records necessary to document any required compliance with 24 CFR 570.600-570.612.

2. Retention

The Project Sponsor shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Contact the County before disposing of any records related to this Agreement.

3. Client Data

The Project Sponsor shall maintain client data demonstrating client eligibility for services provided and any other demographic information requested in the county's quarterly performance report. Such data shall include, but not be limited to, client name, address, income level (or other basis for determining eligibility), demographic information, and description of service provided. Such information shall be made available to the County monitors or their designees for review upon request.

4. Disclosure

The Project Sponsor understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly in connection with the administration of the County's or the Project Sponsor's responsibilities with respect to services provided under this Agreement is prohibited without the written consent of the resident involved and, in the case of a minor, that of a responsible parent/guardian, except to the extent such use or disclosure is required by applicable federal, state or local law.

5. Property Records

The Project Sponsor shall maintain real property inventory records, which clearly identify any properties purchased, improved or sold with project funds. Properties retained shall continue to meet eligibility criteria and shall comply with the "changes in use" restriction specified in 24 CFR 570.503(b)(8).

6. National Objectives

The Project Sponsor agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives (benefit low/moderate income persons; aid in the prevention or elimination of slums or blight; and meet community development needs that have a particular urgency) as defined in 24 CFR 570.208.

7. Close-Outs

The Project Sponsor's obligation to the County shall not end until all close-out requirements are completed, as set forth in 24 CFR 570.509. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unspent cash advances and program income balances to the County), and determining the custodianship of records.

8. Asset Reversion

Upon expiration of this Agreement, the Project Sponsor shall transfer to the County all grant funds in its possession, and any accounts receivable of the project attributable to grant funds.

At the time of project closeout, the County shall determine the appropriate disposition of any equipment purchased with funds provided herein. The County shall permit the Project Sponsor to retain title to such equipment, if the Project Sponsor assures the County that it intends to continue the project for a period of not less than five years following closeout.

Any funds provided herein for the acquisition and/or improvement of property shall be secured by a twenty-year forgivable mortgage instrument recorded on said property. If, prior to the release and satisfaction of said mortgage, the Project Sponsor disposes of or changes the use of such property, or is found to be in default of any term contained therein, the Project Sponsor shall reimburse the County according to the terms and conditions contained in said mortgage.

9. Audits

The Project Sponsor shall comply with OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and shall obtain, at its own expense, any required audit(s). Audits shall be performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits. Audits shall include, in addition to the financial statement(s) of the Project Sponsor, auditor's comments regarding the Project Sponsor's compliance and internal controls pertaining to the expenditure of grant funds. The Project Sponsor shall submit one certified copy of each required audit report to the County no later than six months following the close of the Project Sponsor's fiscal year for single audits; and not later than six months following project closeout for grant audits.

10. Records Inspections

All of the Project Sponsor's records with respect to any matters covered by this Agreement shall be made available to the County, or its designees, or HUD, or its designees, at any time during normal business hours, as often as deemed necessary, in order to audit, examine, or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Project Sponsor within thirty (30) days after receipt by the Project Sponsor. Failure by the Project Sponsor to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Specifically, all rights and remedies regarding performance reviews as set forth in 24 CFR 570.900 - 570.913 shall be available to the County and to HUD or their designees.

C. Reporting and Payment Procedures

1. Payment Procedures

In consideration of the work performed hereunder, the County will pay the Project Sponsor with CDBG funds available under this Agreement for eligible costs, consistent with the project budget contained herein (see Exhibit A), and based on requests submitted by the Project Sponsor on forms provided by the County. Such requests shall be accompanied by the appropriate receipts, invoices, canceled checks, and/or other documentation required by the County. The Project Sponsor may not request the disbursement of CDBG funds under this

Agreement until the funds are needed for the payment of eligible costs. The amount of each request must be limited to the amount needed for such costs at the time the request is submitted to the County. Advance disbursements of CDBG funds are not permitted under this Agreement.

The presentation of requests for the disbursement of CDBG funds on the part of the Project Sponsor shall constitute a warranty and representation by the Project Sponsor to the County that the amounts requested are elements of the project budget contained herein; that all such amounts are required for the payment of eligible costs that were actually incurred by the Project Sponsor; and that the Project Sponsor will use the amounts requested only for eligible purposes under this Agreement. Prior to any disbursement of CDBG funds by the County, it reserves the right to perform an independent review of any and all documentation and/or inspect the project site(s) to independently determine that such disbursement is justified. If the County is dissatisfied with the documentation submitted, or the status of the work performed hereunder, it may require the Project Sponsor to submit further documentation or perform additional work before it makes any further disbursements under this Agreement. The County reserves the right to reduce funds available under this Agreement for any costs incurred by the County on behalf of the Project Sponsor to complete the project to the County's satisfaction. Finally, the County shall not be required to make any disbursements of CDBG funds to the Project Sponsor if the County is not legally capable or permitted by law to make such disbursements.

2. Program Income

Program income, as defined at 24 CFR 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement, shall be remitted by the Project Sponsor to the County within 30 days of receipt by the Project Sponsor.

3. Indirect Costs

If indirect administrative costs are charged, the Project Sponsor will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit the plan to the County for approval prior to the County's payment of any such costs.

4. Performance Reports

The Project Sponsor shall submit quarterly performance reports to the County, using forms provided by the County, for the duration of this Agreement. Said performance reports shall be submitted according to the following schedule:

- a. Report for June 1 through August 31 due on September 15;
- b. Report for September 1 through November 30 due on December 15;
- c. Report for December 1 through February 28/29 due on March 15; and
- d. Report for March 1 through May 31 due on June 15.

D. Procurement

1. Standards of Procurement

The Project Sponsor shall comply with applicable federal, state, and local requirements regarding contracting and the purchase of goods and services necessary to complete the project identified herein. The Project Sponsor shall obtain the County's approval prior to publishing bidding notices, distributing bidding documents, and executing contracts and change orders necessary for the completion of said project. The cover page of all bid packets for work financed

with funds provided herein shall bear the following statement(s): ***"This contracting opportunity has been made possible, in part, by the Kane County Board, through its Office of Community Reinvestment, with federal funds provided by the U.S. Department of Housing and Urban Development. Section 3 Businesses and Minority/Women-Owned Businesses are encouraged to bid on this project."*** If applicable, such statement shall be followed by the following: ***"Federal prevailing wage requirements apply to this contract."***

The Project Sponsor shall maintain an inventory record of any non-expendable personal property procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement in accordance with Section VIII. B. 8. of this Agreement.

2. Travel

The Project Sponsor shall obtain written approval from the County for any travel expenses it intends to cover with funds provided under this Agreement.

3. Relocation, Acquisition and Displacement

The Project Sponsor agrees to comply with 24 CFR 570.606 and OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards relating to the acquisition and disposition of all real property utilizing grant funds and to any displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Project Sponsor further agrees to comply with any applicable ordinances, resolutions and/or policies concerning displacement of individuals from their residences.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Project Sponsor agrees to comply with all the requirements set forth in 24 CFR 570.600, including, but not limited to, compliance with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Executive Order 11063, and Executive Order 11246, as amended by Executive Order 12086. The Project Sponsor also agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

2. Nondiscrimination

The Project Sponsor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570. With regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Project Sponsor shall cause or require a covenant running with the land to be inserted in the deed or lease for such

transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Project Sponsor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Project Sponsor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the disabled in any federally assisted program. The County shall provide the Project Sponsor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Project Sponsor agrees that it shall be committed to carrying out, pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The County can provide affirmative action guidelines to the Project Sponsor to assist in the formulation of such a program.

2. W/MBE

The Project Sponsor will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "Minority and female business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Project Sponsor may rely on written representations by business enterprises in lieu of an independent investigation.

3. Access to Records

The Project Sponsor shall furnish and cause each of its sub-Project Sponsors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated here.

4. Notifications

The Project Sponsor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Project Sponsor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

5. EEO/AA Statement

The Project Sponsor will state that it is an Equal Opportunity or Affirmative Action employer in all solicitations or advertisements for employees placed by it or on its behalf.

6. Subcontract Provisions

The Project Sponsor will include the provision of Section IX. A. (Civil Rights), and B. (Affirmative Action), of this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Project Sponsor or vendor.

C. Employment and Contracting Provisions

1. Prohibited Activity

The Project Sponsor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

2. Anti-Lobbying

The Project Sponsor hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Project Sponsor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Project Sponsor shall require that the language of this certification be included in the award documents for all sub-tier agreements (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-tier parties shall certify and disclose accordingly.

3. OSHA

Where employees are engaged in activities not covered under the Occupations Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

4. Right to Know

Participants employed or trained for inherently dangerous occupations, i.e., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

5. Labor Standards

The Project Sponsor agrees to comply with the requirements of the Secretary of Labor in accordance with Federal Labor Standards Provisions, the Davis-Bacon Act, as amended, the provisions of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Project Sponsor understands that such requirements are not limited to the work for which funding under this Agreement is made available and agrees that all contractors engaged in contracts for construction, renovation or repair of any building or work funded under this Agreement, as well as work related in purpose, time and place to the work funded under this Agreement, shall comply with federal requirements pertaining to such contracts. The Project Sponsor shall cause, or require to be inserted, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph and shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be submitted to the County.

6. Section 3

The Project Sponsor shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 which requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD financial assistance be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to such persons.

The Project Sponsor shall award contracts for work funded in whole or part under this Agreement to the lowest and/or best bidder in accordance with the provisions of Section 3, which allow qualifying business concerns to receive preference in the awarding of such contracts. The Project Sponsor may rely on written representations by business concerns in lieu of conducting independent investigations. The Project Sponsor agrees to include, monitor and enforce the following clause (referred to as the Section 3 Clause) in such contracts where the amount of assistance provided under this Agreement exceeds \$100,000:

SECTION 3 CLAUSE

1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under



this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR, Part 135.
6. Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

If the amount of HUD financial assistance provided under this and other Agreements with the County exceeds \$200,000, the Project Sponsor has the responsibility to comply with Section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not necessarily be limited to measures listed at 24 CFR 135.32, "Responsibilities of the Recipient."

#### D. Conduct

##### 1. Assignability

The Project Sponsor shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to the Project Sponsor from the County under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

##### 2. Hatch Act

The Project Sponsor agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title VI of the United States Code.

##### 3. Conflict of Interest

The Project Sponsor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest. The Project Sponsor further agrees that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the

Project Sponsor. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Project Sponsor or the County, or of any designated public agencies or sub-Project Sponsors which are receiving funds under the CDBG program.

4. Subcontracts

a. Approvals

The Project Sponsor shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such subcontract.

b. Monitoring

The Project Sponsor will monitor all subcontracted services on a regular basis to assure compliance with the terms of this Agreement. Results of monitoring efforts shall be summarized in the Project Sponsor's quarterly written report to the County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Project Sponsor shall cause all of the provisions of this Agreement in their entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Project Sponsor shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.

5. Copyright

If this Agreement results in any copyrightable materials, the County and/or grantor agency reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

6. Religious Organization

The Project Sponsor agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with federal regulations specified in 24 CFR 570.200(j).

7. Drug-Free Workplace

The Project Sponsor shall comply with the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.), and, if applicable, with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.)

X. ENVIRONMENTAL CONDITIONS

The Project Sponsor shall cooperate with the County in its responsibilities pursuant to HUD's Environmental review procedures, 24 CFR 58, as amended, and shall permit the County or its designees or employees to conduct site inspections, conduct appropriate tests, examination of applicable documents, and such other activities as the County deems appropriate in order to fulfill its responsibilities in the implementation of the policies of the National Environmental Policy Act of 1969 and related acts. The County shall not make any payments contemplated under this Agreement until the environmental review process has been completed by the County in accordance with the 24 CFR 58, nor may any costs be incurred by the Project Sponsor until completion of the Environmental Review. The Project Sponsor will be notified by the County when costs may begin to be incurred through the issuance of a written Notice to Proceed.

A. Air, Water & Environment

The Project Sponsor agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

1. The Clean Air Act (42 U.S.C., 1857, et seq.);
2. The Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) as amended;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
4. The National Environmental Policy Act of 1969; and
5. HUD Environmental Review Procedures (24 CFR 58).

B. Flood Disaster Protection

To the extent applicable, the Project Sponsor agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement.

C. Lead-Based Paint

The Project Sponsor agrees that any construction or rehabilitation of structures with assistance provided under this Agreement shall be subject to HUD lead-based paint regulations 24 CFR 35, et. al., dated September 15, 1999.

D. Historic Preservation

The Project Sponsor agrees to comply with the requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. 470), as amended, and the procedures set forth in 36 CFR 800 et seq., insofar as they apply to the performance of this Agreement.

XI. EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this Agreement shall be re-executed by the parties in an original form. No party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

For the County of Kane:

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Signature

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Scott Berger, Director, Office of Community Reinvestment  
Name and Title (Printed)

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Date

For the Project Sponsor:

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Signature

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Name and Title (Printed)

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Date

## KANE COUNTY COMMUNITY DEVELOPMENT PROGRAM

### Exhibit A: Project Description, Tasks, Schedule, and Budget

#### Project Description

The Project Sponsor will complete infrastructure improvements in a residential area of the Village of Maple Park. The project will involve reconstruction of Maple Avenue on the village's east side. The project scope includes reconstruction of the road and replacement of pavement. Said work will be financed in part with CDBG funds provided herein. Additional details concerning the project are described in the Project Sponsor's application, which is on file with the County and incorporated into this Agreement by reference.

#### Tasks

The Project Sponsor shall be responsible for all tasks required to complete the project described herein, including, but not limited to the following:

1. Preparation of the necessary project specifications;
2. Preparation and reproduction of all required bidding documents;
3. Procurement of contractor services through competitive bidding;
4. Supervision of work performed to ensure compliance with the provisions of this Agreement; and
5. Inspection of work performed to ensure satisfactory completion of the project.

#### Project Schedule

The Project Sponsor shall complete the project described herein according to the following schedule:

Prepare Project Plans/Specifications	June 2023
Submit Draft Bidding Documents to County	July 2023
Advertise/Distribute Bidding Documents	July 2023
Award Construction Contract	September 2023
Begin Construction Work	September 2023
Complete Construction Work	December 2023
Complete Project	January 2024

#### Project Budget

Expenses	Project Sponsor Funds/Services*	Kane County CDBG Funds	Totals
Soft Costs (i.e. Engineering, Architectural, Survey)	\$95,000	\$00	\$95,000
Construction Contract	\$85,000	\$180,000	\$265,000
<b>Totals (and Proportional Share of Total Project Cost)</b>	<b>\$180,000 (50.0%)</b>	<b>\$180,000 (50.0%)</b>	<b>\$360,000</b>

\* Project Sponsor certifies to County that the aforementioned funds/services are committed and available for use in completing the project described herein.

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

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**ORDINANCE NO. 2023-04**

**AN ORDINANCE ADOPTING THE MAPLE PARK ZONING MAP**

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

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**Published in pamphlet form by the authority of the Board of Trustees of the Village of  
Maple Park, Kane and DeKalb Counties, Illinois this 2<sup>nd</sup> day of May, 2023.**

**ORDINANCE NO. 2023-04**

**AN ORDINANCE ADOPTING THE MAPLE PARK ZONING MAP**

**WHEREAS**, the Board of Trustees of the Village of Maple Park, Illinois has determined that it is in the best interest and welfare of the citizens of the Village of Maple Park, to adopt the zoning map of the Village of Maple Park, Illinois, DeKalb and Kane Counties.

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

**Section 1.** Pursuant to 65 ILCS 5/11-13-19, the Village of Maple Park shall annually publish the Official Zoning Map of the City. The Official Zoning Map of the Village of Maple Park, as of April 14, 2023, a copy of which is attached to this Ordinance and labeled Exhibit "A," is hereby published.

**Section 2.** The Official Zoning Map shall be filed and available for public purposes in the Office of the Village Clerk.

**Section 3.** This Ordinance shall be in full force and effect upon its passage and approval according to law.

**PRESENTED** to the Board of Trustees of the Village of Maple Park, DeKalb and Kane Counties, Illinois, this 2<sup>nd</sup> day of May, 2023.

**PASSED** by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, this 2<sup>nd</sup> day of May, 2023.

**SIGNED** by the President of the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, this 2<sup>nd</sup> day of May, 2023.

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

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

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

SEAL

\_\_\_\_\_  
Suzanne Fahnestock, Village President  
Village of Maple Park, Illinois

**ATTEST:**

\_\_\_\_\_  
Caryn Minor, Village Clerk

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

## PUBLICATION IN PAMPHLET FORM

I, Caryn Minor, certify that I am the Village Clerk of the Village of Maple Park, Kane and DeKalb Counties, Illinois, and as such officer I am the keeper of the records, files and proceedings of the corporate authorities of said municipality.

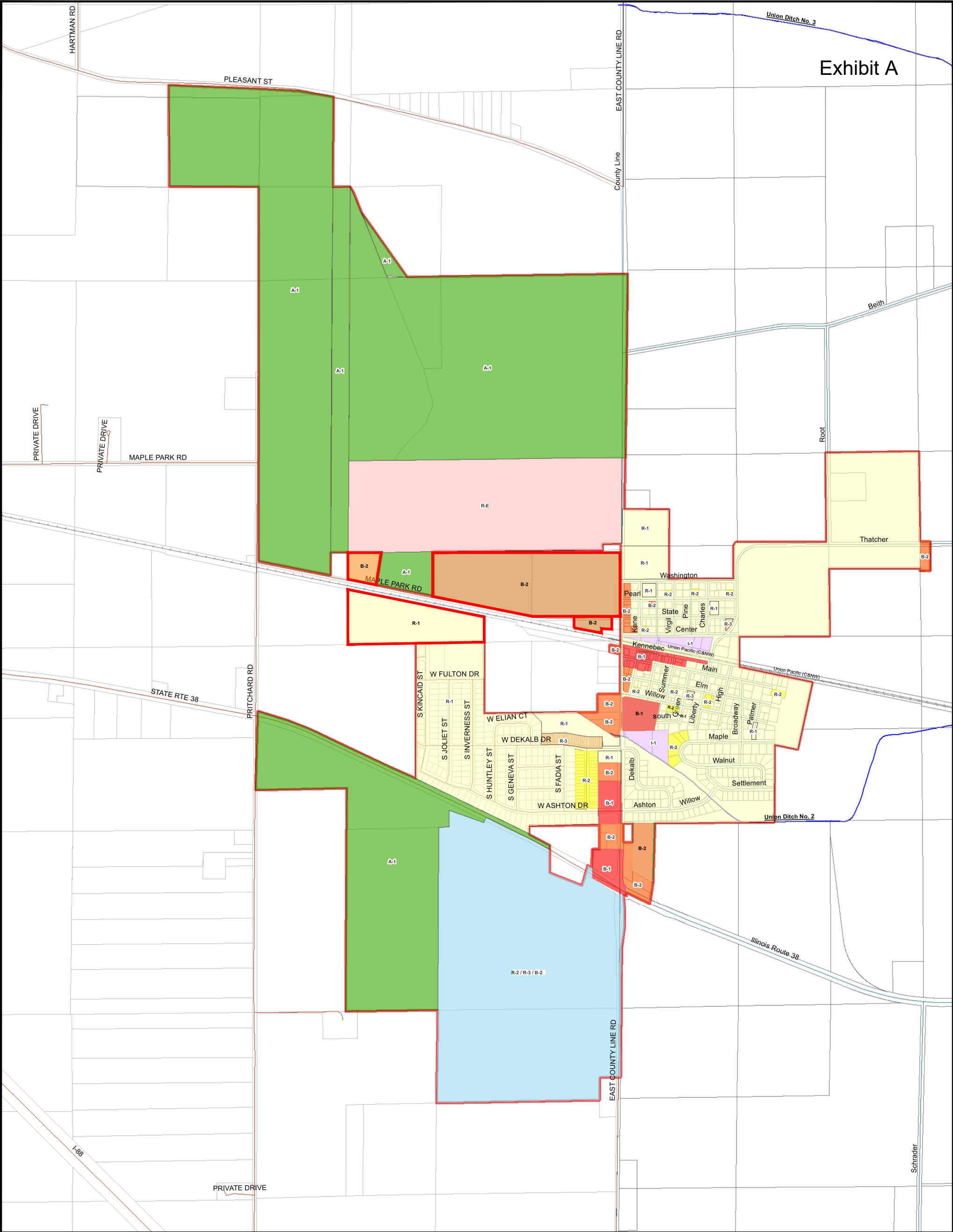
I further certify that, as of the date hereof, Ordinance No. 2023-04, adopted by the corporate authorities on May 2, 2023, entitled “AN ORDINANCE ADOPTING THE MAPLE PARK ZONING MAP,” has been duly published in pamphlet form in accordance with Section 1-2-4 of the Illinois Municipal Code.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and the seal of the municipality this 2<sup>nd</sup> day of May, 2023.

(SEAL)

Caryn Minor, Village Clerk  
Village of Maple Park  
Kane and DeKalb Counties, IL

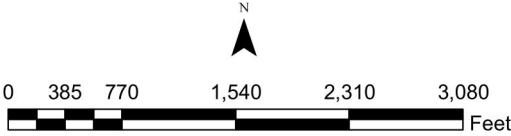




Village of Maple Park, Illinois

Zoning District Map  
Attachment A

Published by the Authority of  
The Board of Trustees of Maple Park,  
DeKalb and Kane County, Illinois



Legend	
	MAPLE PARK - CORPORATE LIMITS
	RAILROAD
Zoning	
Description	
	A-1 AGRICULTURAL
	B-1 CENTRAL BUSINESS DISTRICT
	B-2 GENERAL BUSINESS DISTRICT
	I-1 LIMITED INDUSTRIAL DISTRICT
	R-1 SINGLE FAMILY DISTRICT
	R-2 GENERAL RESIDENCE DISTRICT
	R-3 MULTIPLE FAMILY DISTRICT
	R-E RESIDENTIAL ESTATE DISTRICT
	R-2 / R-3 / B-2 PUD