



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>

****AMENDED AGENDA****

BOARD OF TRUSTEES MEETING AGENDA

TUESDAY, JUNE 4, 2024

7:00 P.M.

MAPLE PARK CIVIC CENTER

302 WILLOW STREET, MAPLE PARK

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL/QUORUM ESTABLISHED**
4. **PUBLIC COMMENTS** – *Any resident wishing to address the Board may do so according to the guidelines set forth in the “Rules for Public Comments at Public Meetings” handout. Please complete a speaker request form and submit it to the Village Clerk. You may also send an email to villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting. Time Limit: 5 minutes per speaker.*
5. **MOTION TO APPROVE CONSENT AGENDA / ADDITIONS-DELETIONS**

CONSENT AGENDA – OMNIBUS VOTE

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

- A. Approval of Board Minutes
 - Board Meeting Minutes May 7, 2024
 - Committee of the Whole Meeting Minutes May 21, 2024
 - Special Board Meeting Minutes May 7, 2024 and May 21, 2024
- B. Receive and File
 - None
- C. Acceptance of Cash and Investment Report as of April 30, 2024

D. Approval of Bills Payable and Manual Check Register #841

ACCOUNTS PAYABLE:	\$132,194.40
MANUAL CHECKS:	818.64
ACH PAYMENTS	26,836.32
TOTAL:	\$159,849.36

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

- None

6. FINANCIAL REPORT

7. LEGAL REPORT

8. VILLAGE ADMINISTRATOR REPORT

9. POLICE DEPARTMENT REPORT

10. PUBLIC WORKS REPORT

11. ENGINEERING REPORT

12. OLD BUSINESS

13. NEW BUSINESS

A. CONSIDERATIONS

B. MOTIONS

- MOTION TO APPROVE LINTECH ENGINEERING WORK ORDER FOR ASHTON ROAD STORMWATER IMPROVEMENTS FOR A TOTAL COST OF \$17,000.
- MOTION TO AWARD THE 2024 STORM SEWER IMPROVEMENTS PROJECT TO ELLIOTT & WOOD, INC. FOR A NOT TO EXCEED AMOUNT OF \$267,500.

14. RESOLUTIONS

A. RESOLUTION 2024-05 AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT, IN THE FORM OF A NON-EXCLUSIVE LICENSE AGREEMENT, BETWEEN THE COUNTY OF KANE (KANECOMM 9-1-1) AND VILLAGE OF MAPLE PARK

This Resolution authorizes Kane County to install equipment in and on the Maple Park Elevated Storage Tank No. 2 (Water Tower) for use by Kane County KaneComm 9-1-1.

B. RESOLUTION 2024-06 AUTHORIZING THE VILLAGE PRESIDENT OF THE VILLAGE OF MAPLE PARK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT REGARDING THE USE OF A POLICE RECORDS MANAGEMENT SYSTEM AND SERVICES THROUGH KANECOMM

This Resolution authorizes intergovernmental agreement to be entered into for the purpose of operating a shared Tyler / New World Systems Law Enforcement Records Management System (RMS) Solution, between the Village of Maple Park Police Department and Kane County.

15. ORDINANCES

16. VILLAGE PRESIDENT REPORT

17. TRUSTEES REPORT

18. EXECUTIVE SESSION

A. 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.

19. ACTIONS FROM EXECUTIVE SESSION

20. ADJOURNMENT



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BOARD OF TRUSTEES MEETING MINUTES
TUESDAY, MAY 7, 2024
IMMEDIATELY FOLLOWING SPECIAL BOARD MEETING
MAPLE PARK CIVIC CENTER
302 WILLOW STREET, MAPLE PARK

1. CALL TO ORDER

President Fahnestock called the regular meeting of the Board of Trustees to order at 7:14 p.m.

2. PLEDGE OF ALLEGIANCE

President Fahnestock had led everyone in the Pledge of Allegiance at the Special Board meeting immediately prior to the Village Board Meeting.

3. ROLL CALL/QUORUM ESTABLISHED

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

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

Also present were Village Administrator Cheryl Aldridge, Police Chief Randy Endean, Director of Public Works Scot Johnson, Village Attorney Tait Lundgren, Village Engineer Jeremy Lin, and Deputy Clerk/Treasurer Shannon Warford.

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

President Fahnestock confirmed a quorum was established.

4. APPOINTMENTS

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

Motion by Trustee Speare with 2nd by Trustee Groezinger to approve the appointment of Caryn Minor as Village Clerk by Village President Suzanne Fahnestock. On a roll call vote Trustee Groezinger, Trustee Joy, Trustee Peloso, Trustee Simon, Trustee Speare, and Trustee Ward voted yes. Motion carried.

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

Motion by Trustee Speare with 2nd by Trustee Ward to approve the appointment of Shannon Warford as Village Treasurer/Deputy Clerk by Village President Suzanne Fahnestock. On a roll call vote Trustee Joy, Trustee Peloso, Trustee Simon, Trustee Speare, Trustee Ward, and Trustee Groezinger voted yes. Motion carried.

- C. Appointment of Jen Ward as President Pro Temp by Village President Suzanne Fahnestock and motion to confirm appointment.

Motion by Trustee Speare with 2nd by Trustee Groezinger to approve the Appointment of Jen Ward as President Pro Temp by Village President Suzanne Fahnestock. On a roll call vote Trustee Peloso, Trustee Simon, Trustee Speare, Trustee Groezinger, and Trustee Joy voted yes. Trustee Ward abstained. Motion carried.

- D. Appointments of Committee Liaisons by Village President Suzanne Fahnestock and motion to confirm Appointments.

- Finance and Public Relations and Development Committee Liaisons, Trustee JT Peloso

Motion by Trustee Speare with 2nd by Trustee Joy to confirm JT Peloso as Finance Committee Liaison. On a roll call vote Trustee Simon, Trustee Speare, Trustee Ward, Trustee Groezinger, and Trustee Joy voted yes. Trustee Peloso abstained. Motion carried.

- Infrastructure Committee Liaison, Trustee David Simon

Motion by Trustee Speare with 2nd by Trustee Joy to confirm David Simon as Infrastructure Committee Liaison. On a roll call vote Trustee Speare, Trustee Ward, Trustee Groezinger, Trustee Joy, and Trustee Peloso voted yes. Trustee Simon abstained. Motion carried.

- Personnel Committee Liaison, Trustee Tonia Groezinger

Motion by Trustee Speare with 2nd by Trustee Simon to confirm Tonia Groezinger as Personnel Committee Liaison. On a roll call vote Trustee Ward, Trustee Joy, Trustee Peloso, Trustee Simon, and Trustee Speare voted yes. Trustee Groezinger abstained. Motion carried.

5. INTRODUCTION OF POLICE OFFICER

- Police Officer Oliver Wilson

President Fahnestock invited Chief Endean to introduce Maple Park's newest police officer, Oliver Wilson. Chief Endean reported Officer Wilson is a 20-year Army reserve retiree, a full-time Kane County Sheriff's Corrections Officer, a part-time Kane County Forest Preserve Officer, and has formerly worked for two other Police Departments. Chief Endean also reported that Officer Wilson joins the Maple Park

Police Department as a certified taser instructor. Officer Wilson thanked the Board for the opportunity to serve.

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

None.

7. **MOTION TO APPROVE CONSENT AGENDA / ADDITIONS-DELETIONS
CONSENT AGENDA-OMNIBUS VOTE**

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

A. Approval of Board Minutes

- Village Board Minutes: April 2, 2024
- Committee of the Whole Meeting Minutes: April 16, 2024

B. Receive and File

- None

C. Acceptance of Cash and Investment Report as of March 31, 2024

D. Approval of Bills Payable and Manual Check Register #840

ACCOUNTS PAYABLE	<u>\$285,602.04</u>
MANUAL CHECKS	<u>1,509.75</u>
ACH PAYMENTS	<u>6,239.72</u>
TOTAL:	<u>\$293,351.51</u>

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

2024 Dekalb County Law Enforcement Executives Associates – Annual Dues and Pre-paid Meeting Lunches for Randy Endean on April 10, 2024, \$145, and Meeting Lunch for Karen Clifton on April 10, 2024, \$20 (included on April 30, 2024 warrant list to DCLEEA for a payment)

Motion by Trustee Groezinger with 2nd by Trustee Simon to approve the Consent Agenda items A.) through E.) as presented. On a roll call vote Trustee Groezinger,

Trustee Joy, Trustee Peloso, Trustee Simon, Trustee Speare, and Trustee Ward voted yes. Motion carried.

8. FINANCIAL REPORT

Village Treasurer Warford reported that the Village is wrapping up the fiscal year and would begin the audit soon. President Fahnestock asked if there were any questions on the Financial Report. Hearing no questions, she moved to the next agenda item.

9. LEGAL REPORT

President Fahnestock asked if there were any questions for Village Attorney Lundgren. Trustee Joy asked Attorney Lundgren's opinion on the moratorium passed at the Special Board Meeting earlier. Lundgren reported there are legitimate issues that can be addressed by moratoria. He stated that his opinion has not changed based on the research he has done and that the Village should be cautious in how it proceeds to avoid potential litigation, regardless of whether such litigation would have merit or not.

10. VILLAGE ADMINISTRATOR REPORT

Village Administrator Aldridge thanked the trustees for completing their Statements of Economic Interests by the due date. She reported that the vehicle and golf cart stickers are now on sale with 281 vehicle stickers sold to date. Trustee Peloso questioned how many cars are in the Village to be registered. Aldridge said the Village lacked the ability to really articulate accurately that number as the State's report had not been helpful. She continued reporting 20 golf cart stickers have been sold to date. She reminded everyone that the stickers are due by May 31st. She also asked for a consensus of the Board to move forward with the Village's adjudication process to enforce the Village Code. The Board consented.

11. POLICE DEPARTMENT REPORT

Police Chief Endean passed out the Maple Park Police Department's 2023 annual report and the monthly activity report. Endean reported every evening shift will be covered and we are continuing to make progress on staffing. He updated the Board on the Department's training, special events, and noted he will be reporting on community outreach as it comes. Endean advised the Board he is looking into a program for 2024 creating a Books and Badges for story time at the Maple Park Library with the police and fire departments. He reported he has an upcoming meeting with the Lions Club and the American Legion to discuss Funfest and the Maple Park Family Fund.

Police Chief Endean reported Officer Richmeier had a traumatic stop last Friday evening. During the stop, he was in his car on the computer when a driver under the influence hit the squad car and pushed it 9 feet forward. Officer Richmeier was thrown into the passenger side and injured. Sergeant Clifton oversaw the accident while the Chief went to the hospital. The Department will be proceeding with workman's compensation for Officer Richmeier. Trustee Groezinger asked about the ride along and Endean reported she was not injured.

Dekalb County Sheriff's Office handled the investigation rather than State. He noted charges are pending.

12. PUBLIC WORKS REPORT

Public Works Director Johnson noted the grass is growing and reported Mike Miller and Lou Larson are helping with the mowing part time. He reported to the Board on the progress of park upgrades, potholes, pond upkeep, sidewalk repairs, and tree trimming in the Village. Discussion ensued on the Village's progress hiring a public work's worker. Johnson reported on the upkeep behind the townhomes. Discussion ensued on other paving and storm water future projects and funding opportunities.

13. ENGINEERING REPORT

Village Engineer Lin reported on current and future projects. He noted the new elevated water tank is now vertical and the blasting and painting will be started soon in addition to work on the inside of the tank. Estimated completion of the elevated tank is in August of 2024. Discussion continued, and all the Trustees questions were answered.

14. OLD BUSINESS

None.

15. NEW BUSINESS

A. CONSIDERATIONS

None.

B. MOTIONS

- MOTION TO APPROVE LINTECH ENGINEERING WORK ORDER FOR 2024 PAVING IMPROVEMENTS FOR A TOTAL COST OF \$60,000.

Motion by Trustee Speare with 2nd by Trustee Ward to approve Lintech Engineering work order for 2024 paving improvements for a total cost of \$60,000. On a roll call vote Trustee Joy, Trustee Peloso, Trustee Simon, Trustee Speare, Trustee Ward, and Trustee Groezinger voted yes. Motion Carried.

- MOTION TO APPROVE LINTECH ENGINEERING WORK ORDER FOR WWTP AERATION BLOWER IMPROVEMENTS FOR A TOTAL COST OF \$50,000.

Motion by Trustee Speare with 2nd by Trustee Simon to approve Lintech Engineering work order for WWTP aeration blower improvements for a total cost of \$50,000. On a roll call vote Trustee Peloso, Trustee Simon, Trustee Speare, Trustee Ward, Trustee Groezinger, and Trustee Joy voted yes. Motion carried.

- MOTION TO APPROVE SURVEYING WITH ADVANCED SURVEYING & MAPPING FOR THE 2024 PAVING IMPROVEMNTS PROJECT NOT TO EXCEED \$20,000.

Motion by Trustee Groezinger with 2nd by Trustee Speare to approve surveying with Advanced Surveying & Mapping for the 2024 Paving Improvements Project not to exceed \$20,000. On a roll call vote Trustee Simon, Trustee Speare, Trustee Ward, Trustee Groezinger, Trustee Joy, and Trustee Peloso voted yes. Motion carried.

16. RESOLUTIONS

A. RESOLUTION 2024-04 AUTHORIZING THE VILLAGE PRESIDENT OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, COUNTIES OF KANE AND DEKALB, ILLINOIS, TO EXECUTE A LEASE WITH A POSTAGE COMPANY FOR THE USE OF POSTAGE EQUIPMENT

This Resolution authorizes an upgraded postage meter to meet requirements of the United States Postal Service to the Intelligent Mail Indicia (IMI) standard that will go into effect June 30, 2024.

Motion by Trustee Speare with 2nd by Trustee Ward to approve Resolution 2024-04 Authorizing the Village President of the Board of Trustees of the Village of Maple Park, Counties of Kane and DeKalb, Illinois, to execute a lease with a postage company for the use of postage equipment. On a roll call vote Trustee Speare, Trustee Ward, Trustee Groezinger, Trustee Joy, Trustee Peloso, and Trustee Simon voted yes. Motion carried.

17. ORDINANCES

A. ORDINANCE 2024-06 AN ORDINANCE AMENDING TITLE 4, BUSINESS AND LICENSE REGULATIONS CHAPTER 2, LIQUOR CONTROL, SECTION 4-2-16, HOURS OF OPERATION OF THE MAPLE PARK VILLAGE CODE

This Ordinance amends title 4, business and license regulations chapter 2, liquor control, section 4-2-16, hours of operation of the Maple Park Village Code to allow alcohol to be served on Mother's Day, 05/12/24, and Father's Day, 06/16/24, starting at 10 AM provided food is being served.

Motion by Trustee Speare with 2nd by Trustee Groezinger to approve Ordinance 2024-06 an ordinance amending title 4, business and license regulations chapter 2, liquor control, section 4-2-16, hours of operation of the Maple Park village code. Discussion ensued. Trustee Ward shared a desire for 10 a.m. on Sunday to be at bar discretion and felt the current restrictions are antiquated. Trustee Speare amended his motion to change the ordinance to 9 a.m. for Mother's Day and Father's Day 2024 with 2nd by

Trustee Groezinger. On a roll call vote Trustee Ward, Trustee Groezinger, Trustee Joy, Trustee Simon, and Trustee Speare voted yes. Trustee Peloso abstained. Motion carried.

18. VILLAGE PRESIDENT REPORT

President Fahnestock thanked Public Works Director Johnson for Little League Day going so smoothly. She issued a proclamation for May being Motorcycle Awareness Month in conjunction with ABATE. Mr. Mark Garrison was thankful the Board was kind enough to recognize it. He reported two men from his chapter go into high schools locally and help educate teens about motorcycle awareness. He also thanked Law Enforcement for their effort bringing awareness and education.

19. TRUSTEE REPORT

The Trustees thanked Law Enforcement.

20. ADJOURNMENT

Having no further business before the Board, motion by Trustee Simon with 2nd by Trustee Groezinger to adjourn. Motion carried by voice vote.

Meeting Adjourned at 7:54 p.m.

Respectfully Submitted,

Shannon Warford, Deputy Clerk



Village of Maple Park

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**BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING MINUTES
TUESDAY, MAY 21, 2024
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 Suzanne Fahnestock led everyone in the Pledge of Allegiance.

3. ROLL CALL/QUORUM ESTABLISHED

Village Administrator Cheryl Aldridge called the roll call, and the following Board Members were present: Village President Suzanne Fahnestock, Trustee Hillary Joy, Trustee JT Peloso, Trustee Cliff Speare, and Trustee Jen Ward. Trustee Tonia Groezinger and Trustee Chris Simon were absent.

Also present: Police Chief Randy Endean and Village Administrator Cheryl Aldridge.

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 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. DISCUSS TYLER SOFTWARE

Police Chief Randy Endean presented information to the Board on the benefits of connecting the Maple Park Police Department with Kane County’s Public Safety RMS / report writing software, also known as Tyler software or New World Application. There was a consensus of the Board to move the approval of the IGA with Kane County to the June 4, 2024 Board Agenda.

6. OTHER BUSINESS

None

7. ADJOURNMENT

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

Meeting adjourned at 7:31 p.m.

Respectfully Submitted,

Cheryl Aldridge, Village Administrator

DRAFT



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**BOARD OF TRUSTEES
SPECIAL BOARD MEETING MINUTES
TUESDAY, MAY 7, 2024
MAPLE PARK CIVIC CENTER
302 WILLOW STREET, MAPLE PARK
7:00 P.M., PRIOR TO THE MAY BOARD OF TRUSTEES MEETING**

1. CALL TO ORDER

President Fahnestock called the special meeting requested by Trustees Ward, Groezinger, and Speare of the Board of Trustees to order at 7:00 p.m.

2. ROLL CALL/QUORUM ESTABLISHED

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

Members answering present were President Fahnestock, Trustee Groezinger, Trustee Joy, Trustee Peloso, Trustee Simon, Trustee Speare, and Trustee Ward.

Also present were Village Administrator Cheryl Aldridge, Police Chief Randy Endean, Director of Public Works Scot Johnson, Village Attorney Tait Lundgren, Village Engineer Jeremy Lin, and Village Treasurer and Deputy Clerk Shannon Warford.

President Fahnestock confirmed a quorum was established.

3. **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 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.

4. MOTIONS

- **Motion to vote on a commercial building permit moratorium for the B1 zoning district in the West Ashton and County Line Rd corridor.**

Motion by Trustee Speare with 2nd by Trustee Ward to approve the commercial building permit moratorium for B1 zoning district in the West Ashton and County Line Road corridor. Discussion ensued. Trustee Ward discussed her concerns and the need to have an engineering study done to achieve understanding in regard to necessary handling of surface problems and drainage at the end of Ashton. Village Engineer Lin reported the problems had occurred after storm events and steps the Village has and

plans to take to address same. Discussion ensued on the historical account of drainage and storm water flows for this region. If there is a potential drainage issue, then the moratorium is an appropriate way to deal with it. Village Attorney Lundgren reported this would be numbered Ordinance 2024-07. On a roll call vote Trustee Groezinger, Trustee Joy, Trustee Simon, Trustee Speare, and Trustee Ward voted yes. Trustee Peloso voted no. Motion carried.

5. OTHER BUSINESS

None.

6. ADJOURNMENT

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

Meeting adjourned at 7:14 p.m.

Respectfully submitted,

Shannon Warford, Deputy Clerk



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**BOARD OF TRUSTEES
SPECIAL BOARD MEETING MINUTES
TUESDAY, MAY 21, 2024
MAPLE PARK CIVIC CENTER
302 WILLOW STREET, MAPLE PARK
IMMEDIATELY FOLLOWING THE MAY COMMITTEE OF THE WHOLE
MEETING BEGINNING AT 7:00 PM**

1. CALL TO ORDER

Village President Suzanne Fahnstock called the meeting to order at 7:32 p.m.

2. ROLL CALL/QUORUM ESTABLISHED

Village Administrator Cheryl Aldridge called the roll call, and the following Board Members were present: Village President Suzanne Fahnstock, Trustee Hillary Joy, Trustee JT Peloso, Trustee Cliff Speare, and Trustee Jen Ward. Trustee Tonia Groezinger and Trustee Chris Simon were absent.

Also present: Police Chief Randy Endean and Village Administrator Cheryl Aldridge.

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

President Fahnstock confirmed a quorum was established.

- 3. 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 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

4. MOTIONS

- **MOTION TO APPROVE A SPECIAL EVENT PERMIT FOR THE TEMPORARY CLOSURE OF A VILLAGE STREET FOR A MEMORIAL DAY CEREMONY ON MAY 27, 2024**

Motion by Trustee Peloso with 2nd by Trustee Speare to approve a special event permit for the temporary closure of a Village Street for a Memorial Day ceremony on May 27, 2024. On a roll call vote Trustee Joy, Trustee Peloso, Trustee Speare, and Trustee Ward voted yes. Trustee Groezinger and Trustee Simon were absent. Motion carried.

- MOTION TO APPROVE A SPECIAL EVENT PERMIT CHANGE FOR THE NMSS BIKE EVENT TO INCLUDE JUNE 22, 2024, IN ADDITION TO JUNE 23, 2024.

Motion by Trustee Speare with 2nd by Trustee Joy to approve a special event permit change for the NMSS Bike Event to include June 22, 2024, in addition to June 23, 2024. On a roll call vote Trustee Joy, Trustee Peloso, Trustee Speare, and Trustee Ward voted yes. Trustee Groezinger and Trustee Simon were absent. Motion carried.

5. OTHER BUSINESS

None

6. ADJOURNMENT

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

Meeting adjourned at 7:34 p.m.

Respectfully Submitted,

Cheryl Aldridge, Village Administrator

VILLAGE OF MAPLE PARK, ILLINOIS
Schedule of Cash and Investments
April 30, 2024

Fund	Interest Rate	CDs	IPTIP Accounts	Old National	Charles Schwab	Old Second Checking	Total Cash & Investments
Approx							
Operating Funds							
General Fund							
Old Second - Checking Acct	0.00%	-	-	-	-	230,166.44	230,166.44
Illinois Public Treasurer's Pool	5.30%	-	789,568.98	-	-	-	789,568.98
Total General Fund		-	789,568.98	-	-	230,166.44	1,019,735.42
Utility Tax Fund							
Old Second - Checking Acct	0.00%	-	-	-	-	41,507.77	41,507.77
First Midwest Bank	0.04%	-	-	38,574.17	-	-	38,574.17
Certificate of Deposit	4.60%	-	-	325,000.00	-	-	325,000.00
Illinois Public Treasurer's Pool	5.30%	-	236,283.15	-	-	-	236,283.15
Total Utility Tax Fund		-	236,283.15	363,574.17	-	41,507.77	641,365.09
TIF District Fund							
Old Second - Checking Account	0.00%	-	-	-	-	-	-
Old Second - TIF Checking Acct	0.00%	-	-	-	-	34,765.37	34,765.37
Charles Schwab - Wealth Mgmt Acct	2.12%	-	-	-	638,171.62	-	638,171.62
Total Road & Bridge Fund		-	-	-	638,171.62	34,765.37	672,936.99
Road & Bridge Fund							
Old Second - Checking Account	0.00%	-	-	-	-	(32,442.06)	(32,442.06)
Illinois Public Treasurer's Pool	5.30%	-	100,159.53	-	-	-	100,159.53
Total Road & Bridge Fund		-	100,159.53	-	-	(32,442.06)	67,717.47
Motor Fuel Tax Fund							
Old Second - Checking Account	0.00%	-	-	-	-	-	-
Illinois Public Treasurer's Pool	5.30%	-	203,667.22	-	-	-	203,667.22
Total Motor Fuel Tax Fund		-	203,667.22	-	-	-	203,667.22
Water & Sewer Funds							
Operating Accounts							
Old Second - Checking Account	0.00%	-	-	-	-	(10,324.06)	(10,324.06)
Illinois Public Treasurer's Pool	5.30%	-	694,701.58	-	-	-	694,701.58
Total Operating Accounts		-	694,701.58	-	-	(10,324.06)	684,377.52
Water Improvement Account							
Old Second - Checking Account	0.00%	-	-	-	-	(79,060.61)	(79,060.61)
Illinois Public Treasurer's Pool	5.30%	-	168,985.46	-	-	-	168,985.46
Total Water Improvement Accounts		-	168,985.46	-	-	(79,060.61)	89,924.85
Sewer Improvement Account							
Old Second - Checking Account	0.00%	-	-	-	-	18,995.34	18,995.34
Illinois Public Treasurer's Pool	5.30%	-	555,496.51	-	-	-	555,496.51
Total Sewer Improvement Accounts		-	555,496.51	-	-	18,995.34	574,491.85
Total Water & Sewer Funds		-	1,419,183.55	-	-	(70,389.33)	1,348,794.22
Total Village Operating Funds		-	2,748,862.43	363,574.17	638,171.62	203,608.19	3,954,216.41
Escrow Funds							
School Land Cash							
Old Second - Checking Account	0.00%	-	-	-	-	-	-
Developer Escrow Fund							
Old Second - Checking Account	0.00%	-	-	-	-	47,167.90	47,167.90
Total Village Escrow Funds		-	-	-	-	47,167.90	47,167.90
Total Village Cash & Investments		-	2,748,862.43	363,574.17	638,171.62	250,776.09	4,001,384.31

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 815 AUTO 795 810	01-30-5600 01-30-5600	101 BATTERY BATT&FILT 102	642.24	259.75 382.49
01 BANNER UP SIGNS 82861	01-50-5600	DECALS	290.00	290.00
01 CARDIO PARTNERS 3397173	01-40-8200	AED-A-0016	1369.98	1369.98
01 CASEY'S BUSINESS MASTERCARD 0524	01-30-5250	GAS	589.36	589.36
01 CHASE 050324	13-00-8442	INTEREST PMT	20237.78	20237.78
01 COMMONWEALTH EDISON 154174000 0524 154174000 5724 6698894000 0424 6871392222 0424 7824885000 0424 9839628000 0424	01-50-5730 01-50-5730 52-20-5730 52-20-5730 01-20-5730 52-10-5730	STREET LIGHTING STREET LIGHTING LIFT WWTP MEM PK WELL	6077.14	869.34 317.63 156.90 1667.48 212.83 2852.96
01 CONSERV FS, INC. 121023048 121023048 121023048 121023048	01-20-5250 01-50-5250 52-10-5250 52-20-5250	FUEL FUEL FUEL FUEL	526.51	189.54 73.71 189.55 73.71
01 DE LAGE LANDEN PUBLIC FINANCE 82525549 82525549	01-10-5160 01-10-5200	COPIER LEASE COPIER MAINT	487.08	199.82 287.26
01 FOSTER, BUICK, CONKLIN, LUNDGR 54153	01-10-5330	LEGAL SERV	1451.25	1451.25
01 SHAWN GRAY 050424	01-50-5621	TREE REMOVAL	2800.00	2800.00
01 FRONTIER 3710 0524 5039 0524 5069 0524	52-10-5700 52-20-5700 52-20-5700	WELL PHONE WWTP PHONE LIFT PHONE	292.55	101.22 90.11 101.22
01 HAWKINS, INC. 6763181	52-10-5110	AZONE	304.92	304.92
01 HOLMGREN ELECTRIC INC. 10793	01-50-5600	STREET LIGHT FIX	425.06	425.06
01 LORI HUMM 052524	01-00-2103	PK DEP REFUND	100.00	100.00
01 MISSIONSQUARE RETIREMENT 20240331-109	01-10-5390	ANNUAL PLAN FEE	250.00	250.00
01 INT'L ASSOC. OF CHIEFS OF POLI 0350863	01-30-5570	MEMBERSHIP DUES	190.00	190.00
01 JANCO SUPPLY INC. 292581	01-40-5100	SUPPLIES	383.90	111.90

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
292677	01-40-5100	CIV CTR SUPPLIES		272.00
01 KANE COUNTY CHIEFS OF POLICE A 1665	01-30-5570	MEMBERSHIP	50.00	50.00
01 LEXIPOL LLC 11234488	01-30-5550	ANNUAL TRNG BULLETINS	2095.08	2095.08
01 LINTECH ENGINEERING, INC. 5583	54-00-5320	ELEV STOR TNK BILL 10	20000.00	5000.00
5584	56-00-5320	BLOWER IMPRVMT BILL 1		10000.00
5590	01-50-5320	2024 PAV IMPROV ENG SERV		5000.00
01 LOWE'S 0524	01-40-5100	WATER	47.94	47.94
01 MAGUIRE IRON, INC. 11	13-00-8418	EL TANK WORK	62985.00	62985.00
01 MEDIACOM 0524	01-10-5700	INTERNET	249.90	249.90
01 LINTECH ENGINEERING, INC. 5582	52-10-5390	OPER SERV MAY 2024	2600.00	1300.00
5582	52-20-5390	OPER SERV MAY 2024		1300.00
01 RAY O'HERRON CO.,INC 2341230	01-30-5300	UNIFORM/PATCH	269.96	269.96
01 ONE SOURCE MECHANICAL, INC. 6876B	12-00-8102	FINAL HVAC	2244.00	1400.00
6909	01-40-5600	PD BASEBD HEAT & THERM		844.00
01 PACE ANALYTICAL SERVICES, LLC 247203239	52-20-5335	TESTING	318.70	318.70
01 PHYSICIANS IMMEDIATE CARE 4395757	01-30-5900	PREEMPLOYMT	315.00	315.00
01 ROLLKALL TECHNOLOGIES, LLC 696863	01-30-5390	COVERAGE	1008.00	336.00
709085	01-30-5390	COVERAGE		336.00
709211	01-30-5390	COVERAGE		336.00
01 THE SETTLEMENT HOMEOWNERS ASSO 051524	01-00-2103	RENTAL DEP REFUND	100.00	100.00
01 T-MOBILE 981424151 0524	52-10-5700	TMOBILE	309.13	37.24
981424151 0524	01-10-5700	TMOBILE		78.03
981424151 0524	01-30-5700	TMOBILE		88.20
981719329	01-10-5700	TMOBILE		29.92
981719329	01-30-5700	TMOBILE		75.74
01 TRAFFIC CONTROL & PROTECTION I 5016	01-20-5900	PARK SIGNS	252.60	140.20
5017	01-50-5622	STREET SIGNS		112.40
01 OUTDOOR HOME SERVICES HOLDINGS 191275975	01-20-5600	LAWN SERVICE	536.00	536.00
01 USIC LOCATING SERVICES, LLC 656585	01-50-5390	LOCATING SERVICES	889.32	444.66
656585	52-10-5390	LOCATING SERVICES		222.33

SYS DATE:05/30/24

Village of Maple Park
A / P W A R R A N T L I S T
REGISTER # 841

SYS TIME:14:01
[NW1]

DATE: 05/30/24

Thursday May 30, 2024

PAGE 3

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
656585	52-20-5390	LOCATING SERVICES		222.33
01 WILTSE'S FARM PRODUCE, GREENHO 051824	01-20-5600	FLOWERS	96.00	96.00
01 WILTSE GREENHOUSE, LANDSCAPING 5679	01-40-5600	CIV CTR TREE RESTOR	1410.00	1410.00
** TOTAL CHECKS TO BE ISSUED			132194.40	

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01		GENERAL FUND	23632.95	
12		UTILITY TAX	1400.00	
13		TIF DISTRICT	83222.78	
52		WATER & SEWER FUND	8938.67	
54		WATER IMPROVEMENT ACCT	5000.00	
56		SEWER IMPROVEMENT ACCT	10000.00	
*** GRAND TOTAL ***			132194.40	
TOTAL FOR REGULAR CHECKS:			130,006.65	
TOTAL FOR DIRECT PAY VENDORS:			2,187.75	

=====
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 DEKALB COUNTY COLLECTOR		05/07/24	23970	20.00	
130 0524		01-20-5900	PROP TX INSTL 1&2		10.00
130 0524		52-20-5900	PROP TX INSTL 1&2		10.00
01 KANE CO TREASURER		05/07/24	23969	132.90	
130 53124		01-40-5900	PROP TX INST 1&2		132.90
01 AMERICAN BANK & TRUST		05/07/24	23971	665.74	
130 042824K		01-10-5200	CHERYL'S VISA		286.39
130 042824K		01-10-5390	CHERYL'S VISA		65.40
130 042824K		01-10-5550	CHERYL'S VISA		359.76-
130 042824K		01-10-5700	CHERYL'S VISA		138.42
130 042824K		01-10-5900	CHERYL'S VISA		37.59
130 042824K		01-30-5700	CHERYL'S VISA		140.77
130 042824K		01-30-5900	CHERYL'S VISA		29.95
130 042824K		01-30-8210	CHERYL'S VISA		47.98
130 0428240		01-20-5600	SCOT'S VISA		279.00
** TOTAL MANUAL CHECKS REGISTERED				818.64	

=====
REPORT SUMMARY
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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	132194.40	818.64	133013.04
TOTAL CASH	132194.40	818.64	133013.04

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	23632.95	808.64	24441.59
12	1400.00	.00	1400.00
13	83222.78	.00	83222.78
52	8938.67	10.00	8948.67
54	5000.00	.00	5000.00
56	10000.00	.00	10000.00
TOTAL DISTR	132194.40	818.64	133013.04

VILLAGE OF MAPLE PARK
 ACH LISTING
 31-May-24

PAYABLE TO

INVOICE NUMBER	G/L NUMBER	DESCRIPTION	AMOUNT	DISTRIBUTION
CMJ IT SOLUTIONS			3,026.00	
18938	01-10-5390	IT MANAGEMENT & MICROSOFT 365 - MAY		1,406.00
18974	01-10-5390	BLOCK OF TIME		1,620.00
IEPA			18,552.35	
51724	52-10-5886	IEPA PROJECT #L17-1438 PRINCIPAL		15,107.97
51724	52-10-5888	IEPA PROJECT #L17-1438 INTEREST		3,444.38
OLD NATIONAL			4857.97	
51824	12-00-8428	PRINCIPAL PAYMENT		3,224.21
51824	12-00-8429	INTEREST PAYMENT		1,633.76
NEOPOST			400.00	
50223	01-10-5120	POSTAGE - MAY		168.00
50223	01-30-5900	POSTAGE - MAY		4.00
50223	52-10-5120	POSTAGE - MAY		114.00
50223	52-20-5120	POSTAGE - MAY		114.00
TOTAL ACH MAY 2024			26,836.32	26,836.32



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, JUNE 4, 2024

- Budget Report – With the upcoming audit for the end of the fiscal year, the budget report is not included in the packet. The results will need to include audit entries as the prior year is now finished. Work with the auditors is scheduled the week of July 22. 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 May, 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 \$132,194.40, Manual Checks of \$818.64, ACH Payments of \$26,836.32 for a total of \$159,849.36.
 - Chase - \$20,237.78 – interest payment for TIF Bond.
 - Maguire Iron, Inc. – \$62,985.00 – 11th payment for Water Tower work, approved at the August 1, 2023 Board Meeting.
 - Lintech – \$20,000.00 – \$5,000 Elevated Storage Tank Construction Service 10th billing approved at the April 4, 2023 Board Meeting; \$10,000 Engineering for WWTP Aeration Blower Improvements, approved at the May 7, 2024 Board Meeting; \$5,000 Engineering for 2024 Paving Improvement Project approved at the May 7, 2024 Board Meeting.
- Please let me know if you have any questions or concerns.

Estimated Cash Balances for May 31, 2024

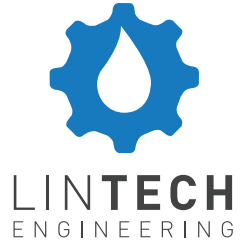
	5/1/23 Balance	Misc	Transfers & Deposits	Manual Checks and Tax Pymts	Payroll	5/31/23 Check Run	Estimated 5/31/23 Balance	
Old Second Checking	216,010.72		148,525.78	(34,781.50)	(26,725.88)	(132,194.40)	170,834.72	0.00%
First Midwest / Old National	38,574.17			(4,857.97)			33,716.20	0.04%
TIF Funds - Old Second	34,765.37		66,777.22				101,542.59	0.00%
Illinois Funds	2,748,862.43		83,636.48				2,832,498.91	6.30%
Old National CD	325,000.00						325,000.00	4.60%
TIF Funds - Wealth Management	638,171.62		(150,000.00)				488,171.62	2.12%
	4,001,384.31	0.00	148,939.48	(39,639.47)	(26,725.88)	(132,194.40)	3,951,764.04	

Village of Maple Park
 Water & Sewer Departments
 As of April 30, 2024

Water Pumped to Billed Statistics

Months	Gallons Pumped	Gallons Billed	% Pumped to Billed	Target* % Pump to Billed	% Variance
March/April 2024 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up	4,606.10 (6.79) (269.30) (15.20) (6.30) 4,308.51	4,504.00	104.54%	90.00%	14.54%
January/February 2024 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up	4,674.60 (8.38) (101.50) (15.20) (4.80) 4,544.72	4,322.14	95.10%	90.00%	5.10%
November/ December 2023 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up	4,887.00 (7.50) (185.00) (15.20) (6.90) 4,672.40	4,390.02	93.96%	90.00%	3.96%
September/October 2023 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up -Maple Ave Project	5,134.10 (9.90) (193.10) (15.20) (9.50) (11.10) 4,895.30	4,687.60	95.76%	90.00%	5.76%
July / August 2023 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up	5,311.40 (7.20) (181.90) (15.20) (8.90) 5,098.20	4,864.00	95.41%	90.00%	5.41%
May / June 2023 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up	6,115.40 (8.66) (229.40) (15.20) (11.20) 5,850.95	5,614.00	95.95%	90.00%	5.95%
March / April 2023 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up -Water Main Break (04/28-est)	5,966.80 (36.32) (213.70) (15.20) (10.90) (280.00) 5,410.68	4,271.50	78.95%	90.00%	-11.05%
January / February 2023 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up	5,539.90 (10.56) (201.40) (15.20) (9.80) 5,302.94	4,457.16	84.05%	90.00%	-5.95%
November / December 2022 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up	5,297.20 (12.77) (197.00) (15.20) (9.40) 5,062.83	4,457.16	88.04%	90.00%	-1.96%
September / October 2022 -Civic Center Use -Back Wash Usage -Chlorine Monitor -Brine Make Up	4,781.90 (27.47) (172.80) (15.20) (8.30) 4,558.13	4,277.04	93.83%	90.00%	3.83%

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



WORK ORDER

Client: Village of Maple Park
Date: May 28, 2024
Project Name: Ashton Rd Stormwater Improvements

Services	Description	Fee
Engineering	Prepare plans and specifications revisions for a new storm sewer on the back side of the Ashton Rd houses to improve offsite drainage into the Village storm sewer. Coordinate new utility easement with surveyor and land owner, Design modification of the storm inlets on Ashton Rd. Prepare bid documents for contractor bid process.	Lump sum fee of \$17,000.

Accepted by:

Village of Maple Park

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

RESOLUTION 2024-05 Approved: _____

**AUTHORIZING THE VILLAGE PRESIDENT TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT,
IN THE FORM OF A NON-EXCLUSIVE LICENSE
AGREEMENT, BETWEEN THE COUNTY OF KANE
(KANECOMM 9-1-1) AND VILLAGE OF MAPLE PARK**

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

WHEREAS, the President and Board of Trustees of the Village finds it is in the best interest of the Village of Maple Park to approve an Intergovernmental Agreement between the Village and Kane County (“KaneComm 9-1-1”) in accordance with and under the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, such agreement is in the form of a non-exclusive license to permit KaneComm 9-1-1 to install and maintain public safety communication equipment upon the Village’s future water tower to be located at the corner of Fulton and Kincaid streets, Maple Park, in accordance with the terms and provisions of such document attached as Exhibit “A.”

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

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

Section 2. That the Intergovernmental Agreement titled “NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE COUNTY OF KANE (KANECOMM 9-1-1) AND VILLAGE OF MAPLE PARK” in substantially the same form as attached to this Resolution and incorporated herein by reference, is approved and accepted by the Village.

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

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on June 4, 2024.

Ayes: _____

Nays: _____

Absent: _____

(SEAL)

Suzanne Fahnestock, Village President

ATTEST:

Caryn Minor, Village Clerk

**NON-EXCLUSIVE LICENSE AGREEMENT
BETWEEN THE COUNTY OF KANE
(KANECOMM 9-1-1) AND VILLAGE OF MAPLE PARK**

THIS AGREEMENT, made and entered into this 4th day of June, 2024, by and between the Village of Maple Park, 302 Willow St, Maple Park, IL, 60151 ("LICENSOR") and the County of Kane (on behalf of KaneComm 9-1-1), 719 Batavia Avenue, Building C, Geneva, Illinois 60134, Kane County, a body corporate and politic ("LICENSEE");

WHEREAS, the Illinois Constitution, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance, and,

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government of this State may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, the LICENSOR is the owner of a certain water tower structure located at Fulton Dr and Kincaid St, Maple Park, DeKalb County, Illinois (the "STRUCTURE"); and,

WHEREAS, the LICENSEE is desirous of installing and maintaining installed public safety related communications equipment, and related equipment thereto ("IMPROVEMENTS") onto and within the STRUCTURE, and,

WHEREAS, the LICENSOR is desirous of granting a license to the LICENSEE for the use of the STRUCTURE upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto hereby agree as follows:

1. GRANT: The LICENSOR agrees to grant, and does hereby grant, to the LICENSEE, the privilege of using prescribed portions of the STRUCTURE solely for the installation, operation, improvement and maintenance of the IMPROVEMENTS, all for a term of ten years beginning the July 1st, 2024 (the "TERM"), unless earlier terminated pursuant to either Section 10 or Section 12 hereof. All plans for the installation of the IMPROVEMENTS shall be subject to the approval of LICENSOR, said approval shall not unreasonably be withheld. The IMPROVEMENTS shall be installed by KaneComm's Technical Staff, or a vendor approved by the LICENSOR, at

LICENSEE's sole expense. The IMPROVEMENTS shall be used solely for the purpose of supporting public safety radio communications as necessary for the operations of the LICENSEE. The locations of the IMPROVEMENTS shall be described in Exhibit "A" attached hereto and incorporated herein.

2. NON-EXCLUSIVE GRANT: The license granted herein is not exclusive and the LICENSOR reserves the right at any time to grant other or similar privileges to use or occupy the STRUCTURE, provided that such additional grants shall not unreasonably interfere with the maintenance and operation of the IMPROVEMENTS.

3. LIENS: The LICENSEE, its agents, independent contractors and/or employees, shall not suffer to permit any mechanic's lien, judgment lien, or other lien of any nature whatsoever to attach or be against the STRUCTURE or any portion thereof of the real estate upon which the STRUCTURE is located.

4. MAINTENANCE OF IMPROVEMENTS: The LICENSEE shall be solely responsible for the installation, maintenance and repair of the IMPROVEMENTS located in or on the STRUCTURE. With the prior written consent of LICENSOR, which consent may not be unreasonably withheld, LICENSEE, its officers, employees, and authorized agents shall at all times have the right of access to the IMPROVEMENTS, with all necessary tools, appliances and materials, in order to maintain and repair the IMPROVEMENTS. All IMPROVEMENTS shall remain the LICENSEE'S property and may be removed by LICENSEE at any time, provided that LICENSEE shall restore the STRUCTURE in accordance with paragraph 11 hereof. Any damage caused to the STRUCTURE or any part thereof which results from the installation, operation, maintenance, repair, replacement or removal of the IMPROVEMENTS shall be promptly repaired or replaced by the LICENSEE at its sole cost and expense.

5. ASSIGNMENT: The LICENSEE shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of the LICENSOR.

6. REPRESENTATIONS AND WARRANTIES: LICENSEE represents and warrants to LICENSOR that the IMPROVEMENTS will not cause or create any interference with the operation or use by any occupant of the STRUCTURE, now or hereafter, or any other party whatsoever, of any transmitting and receiving devices, antennae, televisions, and radios.

In the event any after-installed LESSEE'S IMPROVEMENTS cause such interference, and after LICENSOR has notified LESSEE in writing of such interference, LESSEE

will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such IMPROVEMENTS and later powering up such IMPROVEMENTS for intermittent testing. In the event of a breach of this representation and warranty, LICENSEE shall terminate its operation of the IMPROVEMENTS within three (3) days after notice from LICENSOR.

LICENSOR agrees that LICENSOR and/or its lessees, licensees or assignees as to the STRUCTURE who currently have or in the future take possession of the STRUCTURE or any part thereof will be permitted to install only such equipment and/or devices that are of a type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing IMPROVEMENTS of LICENSEE. This restriction shall only apply to equipment and/or devices installed after execution of the Agreement.

The Parties acknowledge that there may not be an adequate remedy at law for non-compliance with the provisions of this Section and therefore, either Party shall have the right to seek and obtain equitable remedies in court, such as, without limitation, injunctive relief and specific performance.

7. FINANCIAL RESPONSIBILITY: LICENSOR shall have no financial responsibility or obligation to LICENSEE or any third party as a result of LICENSOR'S granting the privileges described herein to LICENSEE.

8. RECORDING; ASSIGNMENT. LICENSEE expressly acknowledges that nothing herein is intended to create a corporal or possessory interest of LICENSEE and, accordingly, this AGREEMENT shall not be construed as a lease, easement or any other interest running with the land. Neither this AGREEMENT nor any summary or memorandum thereof shall be recorded with any public authority. This AGREEMENT shall not be transferred, assigned or conveyed in whole or in part by LICENSEE without the prior written consent of LICENSOR, which consent may be withheld at LICENSOR'S sole discretion.

9. WASTE: In the exercise of the privileges herein granted, the LICENSEE will conduct all of its operations in a careful and proper manner, and will not commit any waste or unnecessary damage to the STRUCTURE or permit any nuisance upon or at the STRUCTURE.

10. TERMINATION: This AGREEMENT may be terminated and/or rescinded upon one hundred and eighty (180) days written notice of either party to the other.

11. REMOVAL OF IMPROVEMENTS: Within thirty (30) days after the rescission or termination of this AGREEMENT, LICENSEE shall, at its expense, remove all of its IMPROVEMENTS from the STRUCTURE and restore those portions of the STRUCTURE that had been used or affected by LICENSEE to substantially the same condition as they were at the commencement of the license term. LICENSOR agrees and acknowledges that all of the IMPROVEMENTS of LICENSEE shall remain the personal property of LICENSEE, whether or not said items are considered fixtures or attachments to real property under applicable law. LICENSEE agrees to the timely removal of the IMPROVEMENTS at the end of the Term.

12. DAMAGE AND DESTRUCTION: LICENSOR and its officers, agents and employees shall not be liable or responsible to LICENSEE for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, or for any damage or inconvenience which may arise through the maintenance, repair or alteration of any part of the STRUCTURE, or any other cause beyond the reasonable control of LICENSOR. In the event the STRUCTURE or any portion thereof is damaged or destroyed, LICENSOR shall have no obligation to repair or rebuild same and LICENSOR shall have the right to revoke this license and terminate this AGREEMENT upon notice to LICENSEE within thirty (30) days after the date of such damage or destruction.

13. ADDITIONAL IMPROVEMENTS: LICENSEE shall not be entitled to install, operate or maintain in or on the STRUCTURE any additional IMPROVEMENTS at any time during the term of this Agreement without the prior written consent of LICENSOR, which consent may not be unreasonably withheld. LICENSEE may in the ordinary course of maintenance of the IMPROVEMENTS replace, upgrade or substitute all or a portion of the IMPROVEMENTS, provided, the IMPROVEMENTS description or list found in Exhibit "A" shall then be modified or updated without other effect on this AGREEMENT. Such replacements, upgrades or substitutions shall be mutually determined prior to installation or construction. In either case, LICENSEE shall apply to the LICENSOR for a building permit, identifying in such application the additional IMPROVEMENTS or the replacements, upgrades or substitutions for IMPROVEMENTS, and the Village's consent or mutual determination, as the case may be, shall be evidenced by the issuance of such permit.

14. RELOCATION: LICENSOR hereby reserves the right at any time and from time to time to require LICENSEE to reasonably relocate the IMPROVEMENTS to a new location in or on the STRUCTURE; or in the case of re-painting of the STRUCTURE, to temporarily remove same to a location adjacent to the STRUCTURE; in either case, upon at least ninety (90) days prior written notice before the date of the required relocation.

15. SUCCESSOR GOVERNMENT ENTITY: This Agreement shall be binding upon and inure to the benefit of any successor governmental entity, which may assume and perform the duties of either party hereto.

16. BREACH. a) In the event there is a breach by LICENSEE with respect to any of the provisions of this Agreement or its obligations under it, LICENSOR shall give LICENSEE written notice of such breach. After receipt of such written notice, LICENSEE shall have thirty (30) days in which to cure any non-monetary breach, provided LICENSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LICENSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LICENSOR may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Paragraph.

b) In the event there is a breach by LICENSOR with respect to any of the provisions of this Agreement or its obligations under it, LICENSEE shall give LICENSOR written notice of such breach. After receipt of such written notice, LICENSOR shall have thirty (30) days in which to cure any such breach, provided LICENSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LICENSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against LICENSOR unless and until LICENSOR has failed to cure the breach within the time periods provided in this Paragraph.

17. MISCELLANEOUS: This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties unless herein otherwise provided. Either party's waiver of any breach or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not in any way affect, limit or

waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

18. GOVERNING LAW: This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Illinois.

19. FEDERAL COMMUNICATIONS RULE COMPLIANCE: As holder of a radio license or licenses with the Federal Communications Commission (FCC) under Part 90, KaneComm shall be responsible for any and all compliance issues that may or may not be under the control of the LICENSOR. As such, the LICENSEE shall ensure technical compliance with all FCC rules and regulations. In the case of other users, tenants or licensees of the STRUCTURE, the LICENSOR shall facilitate and coordinate any compliance issues that may affect all parties. Any costs relating to FCC compliance shall be borne by the LICENSEE.

20. NOTICES: All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. LICENSEE at: County of Kane (KaneComm)
719 Batavia Avenue, Building C
Geneva, Illinois 60134

B. LICENSOR at: Village of Maple Park
302 Willow St
PO Box 220
Maple Park, Il 60151

C. To such other person or place with either party hereto by its written notice shall designate for notice to it from the other party hereto.

21. COUNTERPARTS: This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

--- Signature page next follows this page ---

Village of Maple Park

By:

Title: Board President

ATTEST: _____

COUNTY OF KANE

By:

Title:

ATTEST: _____

EXHIBIT “A”

The License shall apply to the following Improvements / Premises:

1. The Village of Maple Park Elevated Storage Tank No. 2 located on South Kincaid Street, Maple Park, Illinois, identified by DeKalb County as PIN: 09-36-201-005.

2. The Improvements at Location shall consist of the:
 - a. Antenna
 - b. Cables
 - c. Lightning Arrestor
 - d. Antenna Clamp Mount
 - e. Equipment Enclosure Cabinet
 - f. Additional Electronics Equipment
 - g. Ethernet Cables
 - h. Network Router
 - i. Additional Necessary Equipment

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

RESOLUTION 2024-06 Approved: _____

**AUTHORIZING THE VILLAGE PRESIDENT OF THE
VILLAGE OF MAPLE PARK TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT REGARDING
THE USE OF A POLICE RECORDS MANAGEMENT
SYSTEM AND SERVICES THROUGH KANECOMM**

WHEREAS, the Village of Maple Park (the “Village”) is a body politic and corporate, organized under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* and subject to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the President and Board of Trustees of the Village finds it is in the best interest of the Village of Maple Park to approve an intergovernmental agreement with Kane County for the purpose of using Tyler Technology Inc.’s New World Public Safety Law Enforcement Records Management System to facilitate regional public safety communications and the use of emergency 9-1-1 dispatch system deployments.

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

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

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

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

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

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on June 4, 2024.

Ayes: _____

Nays: _____

Absent: _____

(SEAL)

Suzanne Fahnestock, Village President

ATTEST:

Caryn Minor, Village Clerk

***Intergovernmental Agreement for Police Records Management
System and Services***

This Intergovernmental Agreement is made and entered into as of this 4th day of _____ May, 2024, for the purpose of operating a shared Tyler/New World Systems Law Enforcement Records Management System (RMS) Solution, by and between the County of Kane, Illinois (hereinafter referred to as “County”), and the Village of Maple Park Police Department (hereinafter referred to as the “Subscriber”). The foregoing are sometimes also referred to as the “Parties” or “Party”.

WITNESS

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq., and other applicable authority, and;

WHEREAS, the County, wishes to offer Law Enforcement Agencies that are already participating in the regional public safety communications and emergency 9-1-1 dispatch system (hereinafter referred to as “KaneComm”) per Chapter 8, Section 5 of the Kane County Code the option of employing Tyler Technology Inc.’s New World Public Safety Law Enforcement Records Management System (hereinafter referred to as “LERMS”) in conformance with the methods and procedures established by the Kane County Sheriff’s Office;

WHEREAS, any Law Enforcement Agency that elects to participate in LERMS must procure the required technological capabilities and hardware to ensure proper performance.

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:

A. Services to be Provided by Kane County to Subscribers

- a) Kane County shall provide Subscribers access to licenses to utilize LERMS software.
- b) Kane County shall provide the hardware and infrastructure to run LERMS through their primary data center. Kane County shall also provide backup and recovery services for LERMS.
- c) Kane County shall be responsible for any connectivity issues within Kane County’s network.

- d) Kane County Information Technologies shall provide support services to Subscribers for LERMS on County business days from 8:30 a.m. to 4:30 p.m. Any issues that require assistance during outside business hours or is beyond the capabilities of Kane County Information Technologies shall be referred to Tyler Technology Inc. for support services and may be at the additional financial responsibility of Subscriber.

B. Subscriber's Responsibilities

- a) Subscriber shall provide names, employee IDs and expected access levels for all personnel that will be using the RMS.
- b) Subscriber shall be equipped with Subscriber maintained hardware, including but not limited to desktops and/or laptops that meet or exceed the minimum hardware requirements and/or upgrades as determined by Tyler Technologies Inc. for use of LERMS software. Any purchasing of such equipment shall be at the sole expense of Subscriber and any such equipment remains the property of Subscriber.
- c) Subscribers shall have a reliable internet connection to connect to the Kane County Network with a sufficient amount of bandwidth to run LERMS software.
- d) Subscriber shall be responsible for any connectivity issues occurring outside of the Kane County Network.
- e) Subscriber shall input all local ordinances utilized by their jurisdiction and all user profiles, including the appropriate security profile for each user, into LERMS.
- f) Subscriber and its personnel shall use LERMS only for those purposes for which they are authorized by this Agreement and in conformance with the practices of the Kane County Sheriff's Office.
- g) Subscriber shall have a written disciplinary policy for unauthorized use and/or access of LERMS. Upon notice of such activity, the Subscriber's chief agency administrator shall conduct an internal investigation of the alleged violation. The investigating findings and any corrective actions taken by Subscriber shall be reported in writing as soon as practicable but no less than 7days after the conclusion of the investigation and implementation of corrective actions to the Director of KaneComm.

C. Tyler's Responsibilities

Tyler Technology Inc. shall provide initial training to Subscriber's designated Field Based Reporting (hereinafter referred to as "FBR") Trainer(s) on the use of LERMS. Kane

County shall coordinate with Tyler Technology Inc. and Subscribers to set up initial training.

D. Optional Services for Subscribers to be Contracted Directly with Tyler Technology Inc.

- a) Customization of LERMS for Subscriber shall be at the sole expense and discretion of Subscriber.
- b) Importation of historic records into LERMS shall be at the sole expense and discretion of Subscriber.
- c) Training of Subscriber personnel, beyond the initial training, on the use of LERMS shall be at the sole expense and discretion of Subscriber.

DI. Term of the Agreement

- a) The initial term of this Agreement shall be for five (5) years commencing December 1, 2023 and ending on November 30, 2028.
- b) Subscriber’s (estimated) costs for implementation of LERMS and annual fees. The cost for each agency will be added to the annual Subscriber fees and paid in accordance with the Subscriber Agreement (as one fee)

Number of New World RMS Users: 1

NON-Recurring Charges			
Item	Unit	Qty	Extended
New World Agency Setup per RMS User	\$1,694.00	1	\$1,694.00
New World RMS Training	\$4,000.00	1	\$4,000.00
New World Field Reporting Training	\$2,000.00	1	\$2,000.00
RSA Token	\$75.00	1	\$75.00
Virtual PC & Network	\$250.00	1	\$250.00
Microsoft Enterprise Agreement (Core Cal, Windows, Office)	\$800.00	1	\$800.00
NON-Recurring Charges TOTAL			\$8,819.00

ANNUAL Recurring Charges			
Item	Unit	Qty	Extended
New World Software Maintenance	\$294.00	1	\$294.00
Pulse Secure Licensing	\$20.00	1	\$20.00
Microsoft Core Cal Licensing	\$44.00	1	\$44.00
Microsoft Windows Licensing	\$42.00	1	\$42.00
Microsoft Office Licensing	\$91.00	1	\$91.00
RSA Token Licensing	\$25.00	1	\$25.00
Virtual Machine Licensing	\$356.00	1	\$356.00
IT Support M-F 8:30 - 4:30 NON Holiday	\$3,200.00	1	\$3,200.00
ANNUAL Recurring Charges TOTAL			\$3,778.00

Number of New World RMS Users: 2

NON-Recurring Charges

Item	Unit	Qty	Extended
New World Agency Setup per RMS User	\$1,694.00	2	\$3,388.00
New World RMS Training	\$4,000.00	1	\$4,000.00
New World Field Reporting Training	\$2,000.00	1	\$2,000.00
RSA Token	\$75.00	2	\$150.00
Virtual PC & Network	\$250.00	2	\$500.00
Microsoft Enterprise Agreement (Core Cal, Windows, Office)	\$800.00	2	\$1,600.00
NON-Recurring Charges TOTAL			\$11,638.00

ANNUAL Recurring Charges			
Item	Unit	Qty	Extended
New World Software Maintenance	\$294.00	2	\$588.00
Pulse Secure Licensing	\$20.00	2	\$40.00
Microsoft Core Cal Licensing	\$44.00	2	\$88.00
Microsoft Windows Licensing	\$42.00	2	\$84.00
Microsoft Office Licensing	\$91.00	2	\$182.00
RSA Token Licensing	\$25.00	2	\$50.00
Virtual Machine Licensing	\$356.00	2	\$712.00
IT Support M-F 8:30 - 4:30 NON Holiday	\$3,200.00	2	\$6,400.00
ANNUAL Recurring Charges TOTAL			\$7,556.00

F. Resolution

Each Subscriber shall furnish a certified copy of a resolution authorizing the Subscriber to enter into a 911 Service Subscriber Agreement which resolution shall be attached hereto and made a part hereof.

G. Warranties and Insurance

Subscriber acknowledges and agrees that the use of the Software is at Subscriber’s sole risk. The Software and related documentation are provided “AS IS” and without any warranty of any kind and Kane County EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Subscriber shall maintain minimum indemnity limits of not less than \$1M per person, \$2M aggregate and shall name KaneComm/Kane County as an additional insured on a primary and noncontributory basis.

In the event that the participating (subscriber) municipality or unit of government is self-insured or a participant in a risk pool, Kane County/Kane Comm. should be similarly protected by the risk pool or collective liability sharing entity.

Subscribers shall provide to the KaneComm Director proof of liability insurance within thirty (30) days of acceptance of this Agreement. Subscriber shall notify the KaneComm Director in the event of any changes to or cancellation of said liability insurance.

H. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

I. Place of Venue

Any claim, action, suit, or judicial proceeding arising from or relating to this Agreement shall be instituted only in the Sixteenth Circuit Court of Kane County, Illinois.

J. Indemnification and Hold Harmless

Each Party shall, and does agree to, indemnify the other Party and its elected and appointed offices, officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained, arising out of or related in any way to the use of LERMS pursuant to this Agreement. It is expressly understood by both Parties to this Agreement, that the obligation to indemnify each Party as set forth above does not apply to any act, failure to act, or conduct of the other Party, its officers, officials, attorneys, or employees for the negligent or willful or wanton acts and omissions of such persons. Each party agrees to jointly defend against any claim or action brought against any of the Parties related to the use of LERMS to the extent of such Party's relative degree of culpability.

K. Amendments; Waivers.

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly validly authorized, executed, and delivered by all of the Parties hereto.

By notice complying with the foregoing requirements of this Section, each Party shall have the right to change the address or addressee or both for all future notices and communications to such Party, but no notice of such change of address shall be effective until actually received.

L. Assignment

Neither Party shall assign this Agreement or any of the rights and duties hereunder without the prior written consent of the other Party.

M. Severability

If any terms or provisions of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular terms or provision held invalid.

N. Entire Agreement

This is the entire Agreement between the Parties with respect to the subject matter contained in this Agreement. This Agreement supersedes any and all previous agreements for use of LERMS. Except as expressly provided to the contrary, the provisions of this Agreement are for the sole benefit of the Parties and not for the benefit of any other person(s) or legal entity.

O. Notices

a. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:

b. For notices to Kane County:

Executive Director Michelle Guthrie
KaneComm
719 S. Batavia Avenue, Building C
Geneva, Illinois 60134

c. For notices to the Subscriber:

Village of Maple Park Police Department
306 Willow Street, PO Box 148
Maple Park, Illinois 60151

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals on the date first above written.

ON BEHALF OF THE SUBSCRIBER

ON BEHALF OF KANE COUNTY

Signature

Signature

Print Name

Print Name

Suzanne Fahnestock

Title

Title

Village President

Date

Date
