

Maine Township Town Hall
1700 Ballard Road Park Ridge, IL 60068
Tuesday, May 28, 2019 @ 7:30 pm

AGENDA

Bill Review/6:30 in Open Meeting Board Room

- Review of General Assistance, Town Fund, and Road District Expenditures.

Call Regular Meeting to Order/7:30

Pledge of Allegiance

Roll Call

Discussion and Potential Action on the Following Items:

1. Approval of Minutes of April 23, 2019 Bill Pay Review
2. Approval of Minutes of April 23, 2019 Board Meeting
3. Approval of Minutes of May 14, 2019 Special Board Meeting
4. Public Participation
5. Approval of General Assistance Expenditures
6. Approval of Road District Expenditures
7. Approval of General Town Fund Expenditures
8. Victoria J. McGrath/McGrath Human Resources Group; Salary Study Report
9. Old Business
 - Approval of Closed Session Minutes - #1 November 27, 2018
 - Approval of Health Insurance Renewal
10. New Business
 - Attorney Mary E. Dickson of Bond, Dickson and Conway: Speak to Board as to status and all matters of and in any way related to the pending Appeal before the IMRF for which that firm is representing this Board
 - Discussion and Vote regarding Maine Township IMRF Authorized Agent, including but not limited to Resolution appointing the Maine Township IMRF Authorized Agent II and IMRF Form 2.20 (Rev. 10/2014) Notice of Appointment of Authorization
 - TOCC Annual Membership Dues
 - Justifax Contract/Employee Background Checks
 - Capital Fund Proposed Expenditures:
 - Spaceco Engineering Company Services for Parking Lot Excavation & Resurfacing Project - \$5,000 estimate (preparation of bid specs)
11. Officials' Reports
12. Administrator's Report
13. Closed Session
 - Approval of Closed Session Minutes - #2 of November 27, 2018 ILCS5-120-2-(c)(1)
14. Adjournment



ADMINISTRATOR'S REPORT

Date: May, 2019

To: All Elected Officials

From: Dayna Berman, Administrator

This month I met with several vendors, including our insurance representative, Catherine Sbarra, our Republic Services representative, Jacob Diliberto, Dick Barton from Barton Marketing Group and Chris Scalat, our township accountant with Evans, Marshall and Pease to cover a range of township issues.

I had several conversations with Dr. Victoria McGrath, from McGrath Human Resources Group. She has wrapped up the salary survey study and a copy of the Executive Report is now available for your review.

I hope all elected officials who had a chance to attend the senior events, Senior Expo and 90+ Birthday Party, had an enjoyable time. These are two big events for us and bring many residents out to participate in our programs. I know the celebrants of the party always like to socialize with others and appreciate the gathering and the residents who come to Golf Mill for the Expo give feedback that they leave with a lot of information from organizations they didn't have before coming.

A couple events we are gearing up for are the free Document Shredding Event taking place on Saturday, June 1, from 9:00-12:00 and National Night Out on August 6th, starting at 6:30 pm. This is an important event to be included in as it promotes safer neighborhoods and a strong community-police partnership. I have each department represented so residents can ask questions and talk with representatives. They can pick up brochures and other information at the tables as many still do not know all the services we have to offer.

Please note the new color on our building as it was recently painted a beautiful shade of taupe. It has been many years since the outside has been painted and the worn, peeling yellow paint was in need of a cover up. As we wait for some nice warmer weather, we are looking forward to putting in new pavers and having our lot resurfaced. The lot is very important as it floods every time we have a severe downpour; the middle of the lot becomes unusable and we lose many spaces.

Last Friday, we finally replaced our tape recorder with a digital media recorder in our board room. Our tape player had recently stopped working, so this upgrade was just in time. Our old system had become antiquated as we had to listen to tapes that were difficult to hear and transcribe. This new system will enable us to record meetings on a flash drive which can then be backed up or shared easily.

MAINE TOWNSHIP GENERAL TOWN FUND

85%	of the year remaining	MAR	APR	YTD DISBURSE	BUDGET	BALANCE	% Left
		04:21:10 PM					
	REVENUE						
	Property Tax	1,713,950.37	65,583.41	1,779,533.78	4,522,119.00	2,742,585.22	61%
	Interest Income	2,083.10	2,342.53	4,425.63	13,198.00	8,772.37	66%
	MaineStay Fees	2,915.00	2,471.50	5,386.50	14,952.00	9,565.50	64%
	Senior Programs	0.00	0.00	0.00	11,633.00	11,633.00	100%
	MaineStreamers	0.00	14,560.68	14,560.68	312,365.00	297,804.32	95%
	Yard Stickers and Rebates	211.50	2,215.72	2,427.22	11,355.00	8,927.78	79%
	Postage	181.44	430.92	612.36	7,685.00	7,072.64	92%
	Garage Sale	0.00	0.00	0.00	5,700.00	5,700.00	100%
	Passport Fees	4,746.00	9,819.00	14,565.00	69,000.00	54,435.00	79%
	Vehicle Sticker Fees	0.00	0.00	0.00	17,500.00	17,500.00	100%
	Transportation Fees	102.00	63.00	165.00	1,600.00	1,435.00	90%
	Prsnl Prop Replacement Tax	0.00	16,960.42	16,960.42	73,030.00	56,069.58	77%
	Other Income	4,547.72	75.00	4,622.72	2,000.00	-2,622.72	-131%
	NET REVENUE	1,728,737.13	114,522.18	1,843,259.31	5,062,137.00	3,218,877.69	64%

MAINE TOWNSHIP GENERAL TOWN FUND

85%	of the year remaining	MAR	APR	YTD DISBURSE	BUDGET	BALANCE	% Left
	EXPENSES						
	ADMINISTRATION						
	Gross Pay Account	55,345.62	55,698.08	111,043.70	782,450.00	671,406.30	86%
	IDES	0.00	0.00	0.00	1.00	1.00	100%
	Social Security	4,208.05	4,234.34	8,442.39	61,729.00	53,286.61	86%
	IMRF	4,321.55	4,321.57	8,643.12	67,812.00	59,168.88	87%
	Administrative Div. Health Ins.	25,296.00	25,296.00	50,592.00	305,000.00	254,408.00	83%
	Life Insurance	180.70	180.70	361.40	2,255.00	1,893.60	84%
	Dental Insurance	1,685.40	2,278.60	3,964.00	20,000.00	16,036.00	80%
	Accounting Services	1,209.66	4,509.84	5,719.50	30,887.00	25,167.50	81%
	Building & Grounds Maint	558.08	464.93	1,023.01	25,242.00	24,218.99	96%
	Community Info-Support	0.00	3,541.00	3,541.00	47,578.00	44,037.00	93%
	Conferences Meetings	0.00	75.00	75.00	3,570.00	3,495.00	98%
	Special Programs	57.19	0.00	57.19	6,459.00	6,401.81	99%
	Dues Subscriptions	0.00	0.00	0.00	6,316.00	6,316.00	100%
	Equipment Leasing Maint	1,656.25	522.00	2,178.25	18,527.00	16,348.75	88%
	Gen Ins Liability Ins Bond	0.00	0.00	0.00	53,835.00	53,835.00	100%
	Website\Email Host	5,000.00	0.00	5,000.00	14,000.00	9,000.00	64%
	Print Management	320.20	320.20	640.40	4,637.00	3,996.60	86%
	Computer Tech Support	520.00	520.00	1,040.00	8,052.00	7,012.00	87%
	Legal Services	9,937.50	22,865.65	32,803.15	165,000.00	132,196.85	80%
	Mileage-Travel-Lodging Exp	0.00	15.00	15.00	1,630.00	1,615.00	99%
	Police Protection	0.00	0.00	0.00	45,600.00	45,600.00	100%
	Plan Commission	0.00	0.00	0.00	1.00	1.00	100%
	Postage	8,644.43	3,321.57	11,966.00	33,962.00	21,996.00	65%
	Printing Publishing	920.56	6,124.27	7,044.83	38,796.00	31,751.17	82%
	Code Enforcement Expense	25.49	0.00	25.49	673.00	647.51	96%
	Maine Township Rec. Connecti	3,196.68	2,653.66	5,850.34	45,060.00	39,209.66	87%
	Telecommunications	1,991.65	1,877.49	3,869.14	25,519.00	21,649.86	85%
	Staff Training	0.00	0.00	0.00	436.00	436.00	100%
	Transportation/Mainlines	0.00	75.00	75.00	5,281.00	5,206.00	99%
	Utilities	2,853.01	2,242.15	5,095.16	21,100.00	16,004.84	76%
	Miscellaneous (Administr)	0.00	0.00	0.00	500.00	500.00	100%
	Neighborhood Watch	0.00	225.00	225.00	3,029.00	2,804.00	93%
	Office Supplies/Sm. Equipment	0.00	2,182.75	2,182.75	17,500.00	15,317.25	88%
	Operating Supplies Maint	248.05	580.05	828.10	8,500.00	7,671.90	90%
	Vehicle Expense	0.00	25.00	25.00	3,381.00	3,356.00	99%
	Building	0.00	82.67	82.67	10,000.00	9,917.33	99%
	Equipment Purchases	0.00	0.00	0.00	10,000.00	10,000.00	100%
	Capital Fund	3,800.00	4,750.00	8,550.00	250,000.00	241,450.00	97%
	Prov for contingency	0.00	0.00	0.00	1.00	1.00	100%
	Total	131,976.07	148,982.52	280,958.59	2,144,319.00	1,863,360.41	87%

MAINE TOWNSHIP GENERAL TOWN FUND

85%	of the year remaining	MAR	APR	YTD DISBURSE	BUDGET	BALANCE	% Left
	ASSESSOR						
	Assessor Division Salary	14,216.60	14,184.20	28,400.80	179,147.00	150,746.20	84%
	Assessor Division SS	1,005.71	1,003.24	2,008.95	12,813.00	10,804.05	84%
	Assessor Division IMRF	1,326.10	1,326.10	2,652.20	20,009.00	17,356.80	87%
	Health Insurance	9,465.24	9,465.24	18,930.48	110,090.00	91,159.52	83%
	Dental Insurance	185.00	18.00	203.00	5,022.00	4,819.00	96%
	Life Insurance	41.70	41.70	83.40	487.00	403.60	83%
	Conferences Meetings	0.00	225.00	225.00	848.00	623.00	73%
	Cook Cty Assessor Tie-in	0.00	0.00	0.00	1,025.00	1,025.00	100%
	Dues-Subscriptions	0.00	0.00	0.00	300.00	300.00	100%
	Equipment Leasing-Maint	0.00	0.00	0.00	350.00	350.00	100%
	Mileage-Travel-Lodging Exp	0.00	744.21	744.21	1,200.00	455.79	38%
	Postage	0.00	0.00	0.00	1.00	1.00	100%
	Printing-Publishing	0.00	0.00	0.00	151.00	151.00	100%
	Sidwell Maps	0.00	510.00	510.00	707.00	197.00	28%
	Staff Training	0.00	0.00	0.00	116.00	116.00	100%
	Miscellaneous	0.00	0.00	0.00	1.00	1.00	100%
	Office Supplies/Sm Equipment	0.00	0.00	0.00	1.00	1.00	100%
	Total	26,240.35	27,517.69	53,758.04	332,268.00	278,509.96	84%

MAINE TOWNSHIP GENERAL TOWN FUND

85%	of the year remaining	MAR	APR	YTD DISBURSE	BUDGET	BALANCE	% Left
	MAINESTAY						
	MaineStay Salary	25,962.29	25,998.59	51,960.88	362,140.00	310,179.12	86%
	Social Security	1,880.64	1,880.64	3,761.28	27,708.00	23,946.72	86%
	IMRF	2,749.68	2,749.68	5,499.36	46,917.00	41,417.64	88%
	Administrative Div. Health Ins.	14,860.49	14,860.49	29,720.98	160,000.00	130,279.02	81%
	Life Ins.	97.30	97.30	194.60	1,135.00	940.40	83%
	Dental Ins.	838.00	1,633.40	2,471.40	7,000.00	4,528.60	65%
	Conferences-Meetings	0.00	0.00	0.00	823.00	823.00	100%
	Consultation/Staff Training	329.00	224.00	553.00	1,971.00	1,418.00	72%
	Special Programs - MaineStay	236.59	400.00	636.59	10,000.00	9,363.41	94%
	Dues-Subscriptions/Licensures	75.00	718.77	793.77	1,874.00	1,080.23	58%
	Print Management	220.20	220.20	440.40	5,900.00	5,459.60	93%
	Gen Ins Liability Ins Bond	1,032.00	0.00	1,032.00	1,200.00	168.00	14%
	Computer Tech Support	520.00	520.00	1,040.00	6,340.00	5,300.00	84%
	Mileage-Travel-Lodging Exp	0.00	126.54	126.54	924.00	797.46	86%
	Postage	24.05	230.75	254.80	420.00	165.20	39%
	Printing-Publishing	38.25	38.25	76.50	1,391.00	1,314.50	95%
	Community Education	31.84	0.00	31.84	137.00	105.16	77%
	Training Manual & Books	0.00	0.00	0.00	289.00	289.00	100%
	Miscellaneous	0.00	0.00	0.00	45.00	45.00	100%
	Office Supplies/Sm Equipment	139.00	433.40	572.40	4,000.00	3,427.60	86%
	Substance Abuse Program	0.00	0.00	0.00	1.00	1.00	100%
	Youth Recreation Fund	0.00	0.00	0.00	3,000.00	3,000.00	100%
	Summer Youth Camp	0.00	800.00	800.00	10,000.00	9,200.00	92%
	Garage Sale	0.00	0.00	0.00	800.00	800.00	100%
	Total	49,034.33	50,932.01	99,966.34	654,015.00	554,048.66	85%

MAINE TOWNSHIP GENERAL TOWN FUND

85%	of the year remaining	MAR	APR	YTD DISBURSE	BUDGET	BALANCE	% Left
	SENIOR						
	Senior Salary	17,559.24	17,559.24	35,118.48	221,117.00	185,998.52	84%
	Social Security	1,312.80	1,312.80	2,625.60	16,913.00	14,287.40	84%
	IMRF	1,871.82	1,871.82	3,743.64	28,104.00	24,360.36	87%
	Life Ins.	55.60	55.60	111.20	769.00	657.80	86%
	Dental Ins.	1,568.80	24.00	1,592.80	5,787.00	4,194.20	72%
	Administrative Div. Health Ins.	7,321.10	7,321.10	14,642.20	90,000.00	75,357.80	84%
	Conferences-Meetings	0.00	0.00	0.00	866.00	866.00	100%
	Special Programs	0.00	0.00	0.00	9,657.00	9,657.00	100%
	Print Management	245.20	245.20	490.40	3,856.00	3,365.60	87%
	Dues-Subscriptions	0.00	0.00	0.00	125.00	125.00	100%
	Mileage-Travel-Lodging Exp	0.00	0.00	0.00	1,084.00	1,084.00	100%
	Postage	140.25	1,156.20	1,296.45	11,552.00	10,255.55	89%
	Printing-Publishing	0.00	1,037.00	1,037.00	12,197.00	11,160.00	91%
	Telecommunications	2.95	0.00	2.95	25.00	22.05	88%
	Staff Training	0.00	0.00	0.00	600.00	600.00	100%
	Office Supplies/Sm Equipment	0.00	0.00	0.00	4,284.00	4,284.00	100%
	Computer Tech Support	520.00	520.00	1,040.00	10,715.00	9,675.00	90%
	MaineStreamers	0.00	16,703.31	16,703.31	327,000.00	310,296.69	95%
	Total	30,597.76	47,806.27	78,404.03	744,651.00	666,246.97	89%

MAINE TOWNSHIP GENERAL TOWN FUND

85%	of the year remaining	MAR	APR	YTD DISBURSE	BUDGET	BALANCE	% Left
	CLERK						
	Clerk's Division Salary	9,998.70	10,161.13	20,159.83	131,525.00	111,365.17	85%
	Social Security	742.57	757.77	1,500.34	10,062.00	8,561.66	85%
	IMRF	1,083.75	1,104.94	2,188.69	16,717.00	14,528.31	87%
	Administrative Div. Health Ins.	3,687.75	3,687.82	7,375.57	45,000.00	37,624.43	84%
	Life Ins.	27.80	27.80	55.60	324.00	268.40	83%
	Dental Ins.	181.00	326.00	507.00	3,000.00	2,493.00	83%
	Conferences-Meetings	0.00	0.00	0.00	853.00	853.00	100%
	Dues-Subscriptions	30.00	0.00	30.00	332.00	302.00	91%
	Print Management	220.20	220.20	440.40	3,028.00	2,587.60	85%
	Gen Insur Liability Bond	0.00	0.00	0.00	145.00	145.00	100%
	Mileage-Travel-Lodging Exp	0.00	0.00	0.00	996.00	996.00	100%
	Honor Flight	0.00	0.00	0.00	1,000.00	1,000.00	100%
	Computer Tech Support	520.00	520.00	1,040.00	6,340.00	5,300.00	84%
	Postage	998.15	981.50	1,979.65	7,332.00	5,352.35	73%
	Printing-Publishing	0.00	275.12	275.12	847.00	571.88	68%
	Miscellaneous	0.00	0.00	0.00	126.00	126.00	100%
	Office Supplies/Sm Equipment	0.00	17.90	17.90	3,000.00	2,982.10	99%
	Total	17,489.92	18,080.18	35,570.10	230,627.00	195,056.90	85%

MAINE TOWNSHIP GENERAL TOWN FUND

85%	of the year remaining	MAR	APR	YTD DISBURSE	BUDGET	BALANCE	% Left
	OEM						
	Emergency Mgmt Salary	0.00	165.00	165.00	14,722.00	14,557.00	99%
	OEM Social Security	0.00	12.59	12.59	1,206.00	1,193.41	99%
	Uniforms	0.00	0.00	0.00	387.00	387.00	100%
	Conferences-Meetings	0.00	0.00	0.00	100.00	100.00	100%
	Special Programs	0.00	0.00	0.00	200.00	200.00	100%
	Special Events	0.00	0.00	0.00	155.00	155.00	100%
	Citizen Corps Program	0.00	0.00	0.00	1,440.00	1,440.00	100%
	Dues-Subscriptions	0.00	0.00	0.00	50.00	50.00	100%
	Equipment Leasing-Maint	0.00	0.00	0.00	1.00	1.00	100%
	Volunteer Insurance	0.00	591.30	591.30	582.00	-9.30	-2%
	Postage	0.00	0.00	0.00	24.00	24.00	100%
	Computer Tech Support	0.00	0.00	0.00	1.00	1.00	100%
	Printing-Publishing	0.00	0.00	0.00	1.00	1.00	100%
	Utilities	236.57	360.13	596.70	3,976.00	3,379.30	85%
	Telecommunications	272.39	577.02	849.41	2,820.00	1,970.59	70%
	Staff Training	0.00	0.00	0.00	28.00	28.00	100%
	Miscellaneous	0.00	0.00	0.00	1.00	1.00	100%
	Office Supplies/Sm Equipment	0.00	0.00	0.00	500.00	500.00	100%
	Operating Supplies	0.00	0.00	0.00	138.00	138.00	100%
	Disaster Operations Supplies	0.00	200.00	200.00	628.00	428.00	68%
	Building	0.00	315.90	315.90	1,396.00	1,080.10	77%
	Vehicle Expense	0.00	0.00	0.00	614.00	614.00	100%
	Total	508.96	2,221.94	2,730.90	28,970.00	26,239.10	91%

MAINE TOWNSHIP GENERAL TOWN FUND

85%	of the year remaining	MAR	APR	YTD DISBURSE	BUDGET	BALANCE	% Left
	TOTAL OPERATING EXPENSES	255,847.39	295,540.61	551,388.00	4,590,121.00	3,583,462.00	78%

MAINE TOWNSHIP GENERAL ASSISTANCE FUND

85%	of the year remaining	MAR	APR	YTD DISBURSE	BUDGET	BALANCE	% Left
	Monday, May 20, 2019	04:24:25 PM					
REVENUE							
Beginning Balance							
	Property Tax	342,564.56	8,336.31	350,900.87	1,131,362.00	780,461.13	69%
	SS Reimbursement	380.00	0.00	380.00	20,900.00	20,520.00	98%
	Interest Income	599.81	4,979.02	5,578.83	3,685.00	-1,893.83	-51%
	Energy Assistance Revenue	1,146.00	928.00	2,074.00	12,960.00	10,886.00	84%
	Food Pantry Cash Donations	1,190.00	13,086.00	14,276.00	43,269.00	28,993.00	67%
	Miscellaneous	1,007.93	0.00	1,007.93	43,269.00	42,261.07	98%
	NET REVENUE	345,880.37	27,329.33	509,554.05	43,269.00	-466,285.05	-1078%
EXPENSES							
EXPENSES-ADMINISTRATIVE							
	Gross Pay Account	25,899.82	25,899.82	51,799.64	392,586.00	340,786.36	87%
	IDES	0.00	0.00	0.00	1.00	1.00	100%
	Social Security	1,928.96	1,928.96	3,857.92	29,875.00	26,017.08	87%
	IMRF	2,760.92	2,760.92	5,521.84	47,823.00	42,301.16	88%
	Administrative Div. Health Ins.	11,111.36	11,111.36	22,222.72	130,434.00	108,211.28	83%
	Life Insurance	97.30	97.30	194.60	1,191.00	996.40	84%
	Dental Insurance	160.00	328.00	488.00	4,433.00	3,945.00	89%
	Tuition Reimbursement	0.00	0.00	0.00	1.00	1.00	100%
	Accounting Services	433.94	444.94	878.88	8,486.00	7,607.12	90%
	Conferences Meetings	0.00	0.00	0.00	514.00	514.00	100%
	Dues Subscriptions	0.00	0.00	0.00	1.00	1.00	100%
	Print Management	0.00	370.20	370.20	6,500.00	6,129.80	94%
	General Insurance-Liab-Bond	0.00	0.00	0.00	14,941.00	14,941.00	100%
	Legal Services	0.00	0.00	0.00	1.00	1.00	100%
	Mileage-Travel-Lodging	0.00	0.00	0.00	892.00	892.00	100%
	Postage	290.98	226.35	517.33	3,000.00	2,482.67	83%
	Printing Publishing	370.20	1,664.96	2,035.16	1,500.00	-535.16	-36%
	Telecommunication/ISP	0.00	0.00	0.00	1,374.00	1,374.00	100%
	Staff Training	0.00	0.00	0.00	478.00	478.00	100%
	Utilities	0.00	0.00	0.00	2,252.00	2,252.00	100%
	Hearing Officer	0.00	0.00	0.00	1.00	1.00	100%
	Miscellaneous	0.00	0.00	0.00	32.00	32.00	100%
	Office Supplies	0.00	0.00	0.00	6,330.00	6,330.00	100%
	Operating Supplies/Maint	0.00	166.75	166.75	1,150.00	983.25	86%
	Building Maintenance	0.00	0.00	0.00	1.00	1.00	100%
	Computer Software Development	0.00	0.00	0.00	2,350.00	2,350.00	100%
	Comp Tech Support	520.00	520.00	1,040.00	6,290.00	5,250.00	83%
	Admin Contingency	0.00	0.00	0.00	1.00	1.00	100%
	Total	43,573.48	45,519.56	89,093.04	662,438.00	573,344.96	87%
EXPENSES-ASSISTANCE							

MAINE TOWNSHIP GENERAL ASSISTANCE FUND

85%	of the year remaining	MAR	APR	YTD DISBURSE	BUDGET	BALANCE	% Left
	Monday, May 20, 2019	04:24:25 PM					
	Client Insurance	0.00	0.00	0.00	134.00	134.00	100%
	Emergency Assist Program	95.00	95.00	190.00	1,200.00	1,010.00	84%
	Prescription Drugs	0.00	0.00	0.00	2,693.00	2,693.00	100%
	Dental Services	0.00	0.00	0.00	1.00	1.00	100%
	Medical Services	0.00	168.75	168.75	114.00	-54.75	-48%
	Funeral & Burial Services	0.00	0.00	0.00	1.00	1.00	100%
	Client Utilities	961.08	786.31	1,747.39	5,913.00	4,165.61	70%
	Shelter-Rent	4,951.66	5,232.22	10,183.88	71,102.00	60,918.12	86%
	Ambulance Paramedic	0.00	0.00	0.00	1.00	1.00	100%
	Food/Pers essentials	6,000.00	6,000.00	12,000.00	33,887.00	21,887.00	65%
	Transport/Clothing	1,894.00	1,854.00	3,748.00	19,803.00	16,055.00	81%
	Transient	0.00	0.00	0.00	1.00	1.00	100%
	Food Pantry	0.00	0.00	0.00	23,410.00	23,410.00	100%
	Catastro. Med. Insurance	0.00	0.00	0.00	4,200.00	4,200.00	100%
	CWVP	0.00	0.00	0.00	1.00	1.00	100%
	Prov for contingency	0.00	0.00	0.00	1.00	1.00	100%
	Total	13,901.74	14,136.28	28,038.02	162,462.00	134,423.98	83%
	TOTAL OPERATING EXPENSES	57,475.22	59,655.84	117,131.06	830,891.00	713,759.94	86%

MAINE TOWNSHIP ROAD AND BRIDGE FUND

85% of the year remaining **MAR** **APR** **YTD DISBURSE** **BUDGET** **BALANCE** % Left

REVENUE

Property Tax	735,875.84	28,220.37	764,096.21	1,902,125.00	1,138,028.79	60%
Other Income	5,213.86	400.00	5,613.86	55,780.00	50,166.14	90%
Interest Income	795.16	853.25	1,648.41	3,618.00	1,969.59	54%
Permit Fees	0.00	425.00	425.00	14,068.00	13,643.00	97%
Persnl Prop Replacement Tx	0.00	16,961.19	16,961.19	73,033.00	56,071.81	77%
NET REVENUE	741,884.86	46,859.81	788,744.67	2,048,624.00	1,259,879.33	61%

EXPENSES

GENERAL ROAD FUND-ADMINISTRATIVE

Admin Salary Expense	4,659.48	4,659.48	9,318.96	59,000.00	49,681.04	84%
Health Insurance	9,520.80	12,166.19	21,686.99	159,300.00	137,613.01	86%
Life Insurance	55.60	83.40	139.00	1,200.00	1,061.00	88%
Dental Insurance	559.00	129.00	688.00	6,500.00	5,812.00	89%
Alcohol & Drug Testing	0.00	0.00	0.00	540.00	540.00	100%
Payroll Service	323.36	334.36	657.72	4,500.00	3,842.28	85%
Accounting Services	0.00	0.00	0.00	4,500.00	4,500.00	100%
Conferences Meetings	0.00	0.00	0.00	200.00	200.00	100%
Dues Subscriptions	0.00	0.00	0.00	720.00	720.00	100%
Legal Services	0.00	0.00	0.00	3,000.00	3,000.00	100%
Mileage Travel Expense	0.00	0.00	0.00	100.00	100.00	100%
Municipal Replacement Tax	0.00	0.00	0.00	32,664.00	32,664.00	100%
Postage	0.00	0.00	0.00	175.00	175.00	100%
Printing Publishing	0.00	1,323.51	1,323.51	6,000.00	4,676.49	78%
Telephone	459.93	598.96	1,058.89	5,800.00	4,741.11	82%
Training	0.00	0.00	0.00	500.00	500.00	100%
Miscellaneous	0.00	0.00	0.00	0.00	0.00	#DIV/0!
Office Supplies	0.00	21.15	21.15	1,500.00	1,478.85	99%
Office Equipment	0.00	0.00	0.00	5,000.00	5,000.00	100%
Prov for contingency	0.00	0.00	0.00	0.00	0.00	0%
Total	15,578.17	19,316.05	34,894.22	291,199.00	256,304.78	88%

GENERAL ROAD FUND-MAINTENANCE

Maint Salary Expense	16,015.40	0.00	16,015.40	145,000.00	128,984.60	89%
Maintenance-Uniforms	827.59	230.77	1,058.36	4,500.00	3,441.64	76%
Building Maintenance	0.00	0.00	0.00	5,500.00	5,500.00	100%
Equipment Leasing Maint	1,027.60	1,874.64	2,902.24	62,500.00	59,597.76	95%
Landfill Charges - GRF	0.00	0.00	0.00	500.00	500.00	100%
Rentals	0.00	0.00	0.00	1,000.00	1,000.00	100%
Street Lighting	0.00	4,565.16	4,565.16	51,500.00	46,934.84	91%
Tree Removal & Spraying	0.00	391.50	391.50	15,000.00	14,608.50	97%
Utilities	994.79	61.63	1,056.42	8,000.00	6,943.58	87%
Tree Replacement Program	0.00	0.00	0.00	1,000.00	1,000.00	100%

MAINE TOWNSHIP ROAD AND BRIDGE FUND

85% of the year remaining	MAR	APR	YTD DISBURSE	BUDGET	BALANCE	% Left
Gasoline Oil	375.99	1,119.23	1,495.22	30,000.00	28,504.78	95%
Building & Oper Sup Mat 1	0.00	299.71	299.71	4,500.00	4,200.29	93%
Maint Equip & Small Tools	0.00	112.12	112.12	10,000.00	9,887.88	99%
Supplies (Equipment)	619.46	637.44	1,256.90	22,000.00	20,743.10	94%
Supplies Roads GRF	0.00	32.33	32.33	4,500.00	4,467.67	99%
Supplies Snow Removal	0.00	0.00	0.00	50,000.00	50,000.00	100%
Total	19,860.83	9,324.53	29,185.36	415,500.00	386,314.64	93%

PERMANENT ROAD FUND

Labor On Roads	13,003.09	25,827.39	38,830.48	335,000.00	296,169.52	88%
Drainage	0.00	0.00	0.00	15,000.00	15,000.00	100%
Engineering Services	0.00	2,150.00	2,150.00	30,000.00	27,850.00	93%
Landfill Charges - PRF	0.00	0.00	0.00	12,000.00	12,000.00	100%
Project Expenses	0.00	0.00	0.00	3,500.00	3,500.00	100%
Maintenance Roads	0.00	0.00	0.00	405,000.00	405,000.00	100%
Supplies / Roads PRF	50.50	815.68	866.18	50,000.00	49,133.82	98%
Total	13,053.59	28,793.07	41,846.66	850,500.00	808,653.34	95%

EQUIPMENT & BUILDING FUND

Equipment	730.00	0.00	730.00	225,000.00	224,270.00	100%
Building	0.00	0.00	0.00	15,000.00	15,000.00	100%
Storage Building	1,403.75	2,860.29	4,264.04	7,500.00	3,235.96	43%
Total	2,133.75	2,860.29	4,994.04	247,500.00	242,505.96	98%

SOCIAL SECURITY FUND

Social Security	2,502.47	2,258.24	4,760.71	40,500.00	35,739.29	88%
Total	2,502.47	2,258.24	4,760.71	40,500.00	35,739.29	88%

INSURANCE FUND

Workmans Compensation	0.00	0.00	0.00	20,818.00	20,818.00	100%
Unemployment Insurance	0.00	0.00	0.00	535.00	535.00	100%
Gen Ins Liability Ins Bond	0.00	0.00	0.00	37,443.00	37,443.00	100%
Total	0.00	0.00	0.00	58,796.00	58,796.00	100%

IL MUNICIPAL RETIREMENT FUND

IMRF	3,590.07	3,249.90	6,839.97	64,000.00	57,160.03	89%
IMRF Employer ERI Cost	0.00	0.00	0.00	1,000.00	1,000.00	100%
Total	3,590.07	3,249.90	6,839.97	65,000.00	58,160.03	89%

TOTAL OPERATING EXPENSES	56,718.88	65,802.08	122,520.96	1,968,995.00	1,846,474.04	94%

MOTION TO APPROVE PAYROLL FOR PAYDATES OF MAY 3, 2019 AND
MAY 17, 2019 AND ROAD DISTRICT CHECKS #20885 THROUGH
CHECK #20923 IN THE AMOUNT OF \$127,920.08.

Maine Township Road & Bridge Fund

MAY 2019

<u>Check #</u>	<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Amount</u>
20885	May 1	The Lincoln National	May Life Insurance	97.30
20886	May 1	Blue Cross Blue Shield of IL	May Health Insurance	12,741.43
20887	May 1	City of Des Plaines/Water	Utilities	61.63
20888	May 1	The Lincoln National	Vol. Life Insurance	75.68
20889	May 1	Vision Service Plan (IL)	VSP Vol Vision Insurance	6.60
Wire	May 3	Federal Electronic Payroll System	Federal Taxes	4,184.88
Wire	May 3	Illinois Department of Revenue	State Taxes	718.43
S/C	May 3	Paychex	Service Fee	168.65
Dir.Deposit	May 3	Richard A. Brandes	Payroll Check	1,778.44
Dir.Deposit	May 3	Peter Douvalakis	Payroll Check	2,840.83
Dir.Deposit	May 3	Jason D. Fox	Payroll Check	1,450.75
Dir.Deposit	May 3	Dawne Scheel Hayman	Payroll Check	1,529.61
Dir.Deposit	May 3	Peter A. Jimenez	Payroll Check	1,578.67
Dir.Deposit	May 3	Justin E. Mac Intyre	Payroll Check	1,835.75
Wire	May 10	IMRF	Illinois Municipal Retirement Fund	4,694.53
Wire	May 17	Federal Electronic Payroll System	Federal Taxes	3,969.21
Wire	May 17	Illinois Department of Revenue	State Taxes	688.39
S/C	May 17	Paychex	Service Fee	168.65
Dir.Deposit	May 17	Richard A. Brandes	Payroll Check	1,665.84
Dir.Deposit	May 17	Peter Douvalakis	Payroll Check	2,670.88
Dir.Deposit	May 17	Jason D. Fox	Payroll Check	1,537.08
Dir.Deposit	May 17	Dawne Scheel Hayman	Payroll Check	1,529.61
Dir.Deposit	May 17	Peter A. Jimenez	Payroll Check	1,480.77
Dir.Deposit	May 17	Justin E. Mac Intyre	Payroll Check	1,723.00
20890	May 20	Verizon Wireless	Telephone	91.98
20891	May 28	A T & T	Service at Garage	393.83
20892	May 28	A T & T	Telephone & Communications	61.53
20893	May 28	Alexander Equipment Co., Inc.	Safety Equipment	165.90
20894	May 28	Ancel Glink P.C.	Legal Services	180.00
20895	May 28	Cassidy Tire & Service	Equipment Maintenance	282.83
20896	May 28	ComEd - Garage	Utilities - Service at Garage	274.10
20897	May 28	ComEd - Street Lighting	Street Lighting	4,673.66
20898	May 28	ComEd - Traffic Signals	Traffic Signals	5.66
20899	May 28	Conserv FS	Fuel - Gasoline/Oil	1,594.23
20900	May 28	Damiano Diesel Service	Equipment Leasing & Maintenance	1,965.58
20901	May 28	Des Plaines Material & Supply	Supplies for Right of Way Restoration	172.84
20902	May 28	Peter Douvalakis	Telephone	50.00
20903	May 28	Flood Brothers Disposal	Landfill Charges	365.00

20904	May 28	Groot Industries, Inc.	Landfill Charges	770.75
20905	May 28	Golf Mill Ford	Equipment Leasing & Maintenance	197.85
20906	May 28	Grainger Inc.	Equipment Supplies & Parts	207.77
20907	May 28	Capital One Commercial	Equipment Supplies & Parts	101.76
20908	May 28	Illinois Public Works	Annual Membership Dues	250.00
20909	May 28	James Drive Safety Lane, LLC	Equipment Leasing & Maintenance	202.00
20910	May 28	Journal & Topics News	Printing Publishing	234.35
20911	May 28	Judge,James,Hoban & Fisher, LLC	Legal Services	140.00
20912	May 28	MacMunnis Inc. AAF ComEd	Offsite Storage/Building	1,473.93
20913	May 28	Maine Township - Town Fund	April Dental Insurance	129.00
20914	May 28	Metro Federal Credit Union	Office Equipment & Small Tools	167.22
20915	May 28	Nicor Gas	Utilities - Service at Garage	616.45
20916	May 28	Red Wing Shoe Store	Misscellaneous Uniforms	395.49
20917	May 28	Runco Office Supply	Office Supplies	88.06
20918	May 28	Russo's Power Equipment, Inc.	Supplies for Road	190.91
20919	May 28	Security Benefit	Deferred Comp Contributions	890.00
20920	May 28	Spaceco, Inc.	Engineering Services	4,611.25
20921	May 28	State Treasurer	25% of Traffic Signal Maint.	341.64
20922	May 28	Toirma	Workman's Comp & Liability Ins.	57,131.00
20923	May 28	Tredroc Tire Services	Tire Repair	306.90

\$ 127,920.08

We the undersigned members of the Board of Trustees of Maine Township, do hereby certify that we have examined the Payroll for Paydates of May 3, 2019, and May 17, 2019 and Road District Checks #20885 through Checks #20923 and authorize the Supervisor to issue Checks in payment.

WITNESS OUR HANDS AND SEALS THIS 28TH DAY OF MAY, 2019

Supervisor

Attest:

Clerk

Trustees

MOTION TO APPROVE PAYROLL FOR PAYDATES OF MAY 3, 2019 AND
MAY 17, 2019 AND GENERAL TOWN FUND CHECKS #56792 THROUGH
CHECK #56886 IN THE AMOUNT OF \$391,468.35.

Maine Township General Town Fund

MAY 2019

<u>Check #</u>	<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Amount</u>
56792	Apr 30	Loevy & Loevy	Legal Services /Settlement	4,000.00
56793	May 1	The Lincoln National	Vol Life Insurance	104.89
56794	May 1	The Lincoln National	Employer Paid Life Insurance	403.10
56795	May 1	Aflac	Aflac	92.06
56796	May 1	Republic Svc#551	Pick-Up Service 05/01-05/31/2019	277.94
56797	May 1	Blue Cross Blue Shield	May Health Insurance	64,540.23
56798	May 1	COMCAST Business	April 2019 Bus.VoiceEdge Service	314.57
56799	May 1	Des Plaines, City Water	Utilities - Service 1/25-3/25/19	34.45
56800	May 1	Direct Energy Business	Utilities - Service 03/11-04/08/19	1,458.29
56801	May 1	NCPERS Group Life Ins.	IMRF Vol Life Insurance	96.00
56802	May 1	NICOR Gas	Utilities - Service 3/13-04/10/19	576.79
56803	May 1	NICOR Gas	Utilities - OEM Svc. 3/18-4/15/19	88.21
56804	May 2	Vision Service Plan (IL)	VSP Vol Vision Insurance	118.16
Wire	May 3	Deluxe Business Forms	Operating Account / Deposit Slips	65.26
Wire	May 3	Federal Electronic Payroll System	Federal Taxes	15,344.37
Wire	May 3	Illinois Department Of Revenue	State Taxes	2,914.57
S/C	May 3	Paychex	Service Fee	358.53
3361	May 3	Susan Moylan Krey	Payroll Check	625.73
3362	May 3	Walter Kazmierczak	Payroll Check	4,137.92
3363	May 3	David A. Carrabotta	Payroll Check	-
3364	May 3	Dorothy D. Moran	Payroll Check	473.01
3365	May 3	Terrence Donnelly	Payroll Check	446.88
Dir.Deposit	May 3	Laura J. Morask	Payroll Check	715.71
Dir.Deposit	May 3	Peter W. Gialamas	Payroll Check	367.62
Dir.Deposit	May 3	Claire R. McKenzie	Payroll Check	434.81
Dir.Deposit	May 3	Kimberly Jones	Payroll Check	416.73
Dir.Deposit	May 3	Susan Kelly Sweeney	Payroll Check	453.58
Dir.Deposit	May 3	Dayna E. Berman	Payroll Check	2,452.80
Dir.Deposit	May 3	Denise M. Jajko	Payroll Check	1,864.80
Dir.Deposit	May 3	Doriene K. Prorak	Payroll Check	1,543.58
Dir.Deposit	May 3	Jessica M. Fox	Payroll Check	896.91
Dir.Deposit	May 3	Marty Cook	Payroll Check	678.12
Dir.Deposit	May 3	Michael A. Samaan	Payroll Check	1,496.19
Dir.Deposit	May 3	Nader A. Ghazaleh Sr.	Payroll Check	1,116.76
Dir.Deposit	May 3	Nicholas W. Kanehl	Payroll Check	869.90
Dir.Deposit	May 3	Ramsin S. Youkhanes	Payroll Check	72.10
Dir.Deposit	May 3	Sophia R. Nyanue	Payroll Check	154.25
Dir.Deposit	May 3	Stephen T. Basista	Payroll Check	348.40
Dir.Deposit	May 3	Tracy D. Cummings	Payroll Check	1,264.06
Dir.Deposit	May 3	Victoria K. Rizzo	Payroll Check	1,658.60
Dir.Deposit	May 3	Debra A. Babich	Payroll Check	1,403.56

Dir.Deposit	May 3	Elizabeth J. Coy	Payroll Check	1,347.97
Dir.Deposit	May 3	Faris E. Dababneh	Payroll Check	1,029.04
Dir.Deposit	May 3	Mary Dolores Phillips	Payroll Check	567.79
Dir.Deposit	May 3	Anne M. Kolpak-Camarano	Payroll Check	1,269.49
Dir.Deposit	May 3	Anna E. Lydka	Payroll Check	1,482.76
Dir.Deposit	May 3	Branka Mackic-Aleksic	Payroll Check	899.71
Dir.Deposit	May 3	Kristina A. Christie	Payroll Check	908.76
Dir.Deposit	May 3	Naomi J. Bowman	Payroll Check	1,128.84
Dir.Deposit	May 3	Richard D. Lyon	Payroll Check	2,185.80
Dir.Deposit	May 3	Yessenia Cornejo	Payroll Check	1,343.45
Dir.Deposit	May 3	Marie C. Dachniwsky	Payroll Check	1,412.19
Dir.Deposit	May 3	Monika Jaroszewicz	Payroll Check	1,324.01
Dir.Deposit	May 3	Oksana T. Bukaczyk	Payroll Check	1,113.68
Dir.Deposit	May 3	Therese A. Tully	Payroll Check	1,473.93
Dir.Deposit	May 3	Annette Galante	Payroll Check	999.18
Dir.Deposit	May 3	Catherine Fredericksen	Payroll Check	454.21
Dir.Deposit	May 3	Rosalind Luburich	Payroll Check	574.91
Dir.Deposit	May 3	Wieslawa Tytko	Payroll Check	1,587.35
Dir.Deposit	May 3	John Bennett	Payroll Check	135.43
56805	May 6	DISH	Utilities- Service 4/26-5/25/19	48.03
56806	May 8	AQUA Illinois, Inc.	Utilities-Water/Sewer 3/25-4/25/19	336.94
56807	May 8	Access One, Inc.	Pot Line Svc.Alarms,Elevator,Fax	132.84
Wire	May 10	IMRF	Illinois Municipal Retirement Fund	19,756.95
Wire	May 10	Paychex ESR & FSA	Time Attendance Fee	553.65
Wire	May 17	Federal Electronic Payroll System	Federal Taxes	13,399.70
Wire	May 17	Illinois Department Of Revenue	State Taxes	2,581.28
S/C	May 17	Paychex	Service Fee	340.07
3366	May 17	Susan Moylan Krey	Payroll Check	625.78
3367	May 17	Dorothy D. Moran	Payroll Check	522.17
3368	May 17	Terrence Donnelly	Payroll Check	446.88
Dir.Deposit	May 17	Laura J. Morask	Payroll Check	715.71
Dir.Deposit	May 17	Peter W. Gialamas	Payroll Check	367.62
Dir.Deposit	May 17	Dayna E. Berman	Payroll Check	2,452.80
Dir.Deposit	May 17	Denise M. Jajko	Payroll Check	1,864.79
Dir.Deposit	May 17	Doriene K. Prorak	Payroll Check	1,543.58
Dir.Deposit	May 17	Jessica M. Fox	Payroll Check	866.65
Dir.Deposit	May 17	Marty Cook	Payroll Check	632.06
Dir.Deposit	May 17	Michael A. Samaan	Payroll Check	1,496.19
Dir.Deposit	May 17	Nader A. Ghazaleh Sr.	Payroll Check	1,116.76
Dir.Deposit	May 17	Nicholas W. Kanehl	Payroll Check	869.90
Dir.Deposit	May 17	Ramsin S. Youkhanes	Payroll Check	69.92
Dir.Deposit	May 17	Robert M. Carrozza	Payroll Check	72.69
Dir.Deposit	May 17	Sophia R. Nyanue	Payroll Check	112.96
Dir.Deposit	May 17	Stephen T. Basista	Payroll Check	246.82
Dir.Deposit	May 17	Tracy D. Cummings	Payroll Check	1,065.56
Dir.Deposit	May 17	Victoria K. Rizzo	Payroll Check	1,658.60

Dir.Deposit	May 17	Debra A. Babich	Payroll Check	1,403.51
Dir.Deposit	May 17	Elizabeth J. Coy	Payroll Check	1,347.97
Dir.Deposit	May 17	Faris E. Dababneh	Payroll Check	1,029.04
Dir.Deposit	May 17	Mary Dolores Phillips	Payroll Check	848.74
Dir.Deposit	May 17	Anne M. Kolpak-Camarano	Payroll Check	1,269.49
Dir.Deposit	May 17	Anna E. Lydka	Payroll Check	1,482.76
Dir.Deposit	May 17	Branka Mackic-Aleksic	Payroll Check	899.71
Dir.Deposit	May 17	Kristina A. Christie	Payroll Check	908.76
Dir.Deposit	May 17	Naomi J. Bowman	Payroll Check	1,128.84
Dir.Deposit	May 17	Richard D. Lyon	Payroll Check	2,185.80
Dir.Deposit	May 17	Yessenia Cornejo	Payroll Check	1,343.45
Dir.Deposit	May 17	Marie C. Dachniwsky	Payroll Check	1,412.19
Dir.Deposit	May 17	Monika Jaroszewicz	Payroll Check	1,324.01
Dir.Deposit	May 17	Oksana T. Bukaczyk	Payroll Check	1,113.68
Dir.Deposit	May 17	Therese A. Tully	Payroll Check	1,473.93
Dir.Deposit	May 17	Annette Galante	Payroll Check	994.25
Dir.Deposit	May 17	Catherine Fredericksen	Payroll Check	428.65
Dir.Deposit	May 17	Rosalind Luburich	Payroll Check	558.65
Dir.Deposit	May 17	Wieslawa Tytko	Payroll Check	1,587.35
Dir.Deposit	May 17	John Bennett	Payroll Check	135.43
56808	May 20	COMCAST Business	Telecommunications-May Service	1,422.08
56809	May 20	COMED	Utilities-Service 4/9-5/8/19	960.22
56810	May 20	COMED	Utilities-OEM Service 4/5-5/6/19	240.31
56811V	May 21	VOID	Void	-
56812	May 21	Gaelic & Garlic Decorating	Capital Fund-Balance Due/Painting	4,290.00
56813	May 28	Santa's Village Azoosment Park	Summer Camp Field Trip	172.39
56814	May 28	Action Territory	Summer Camp Field Trip	505.78
56815	May 28	A Freedom Flag Co.	USA, POW and Maine Twp Flags	531.95
56816	May 28	John Amburgey	Website/Video/Annual Maint.	3,100.00
56817	May 28	Ancel Glink P.C.	April Legal Services	12,778.75
56818	May 28	Anderson Pest Solutions	May Pest Management Services	96.05
56819	May 28	Avenues To Independence	Grant Payment 2	4,088.00
56820	May 28	Barton Marketing Group	April Retainer Public Info.Services	3,541.00
56821	May 28	Bond, Dickson & Associates, P.C.	IMRF Legal Fees-4/2-4/30/19	1,019.80
56822	May 28	Brickton Art Center	Youth ProgramSpring-Feb.4-Apr.22	900.00
56823	May 28	The Center Of Concern	Grant Payment 3	3,341.00
56824	May 28	Kristina Christie	Mileage Reimbursement	14.62
56825	May 28	COMCAST Cable	Internet/Voice Svc. 5/17-6/16/19	272.02
56826	May 28	Computer Bits, Inc.	VPN Software and Hardware	475.00
56827	May 28	Cook County Sheriff's	Police Protection/Jan.& Feb. 2019	8,000.00
56828	May 28	Yessenia Cornejo	Mileage Reimbursement	15.81
56829	May 28	Elizabeth J. Coy	Mileage Reimbursement	37.74
56830	May 28	Crossfit-88, Inc.	Maine Twp. Recovery Connection	800.00
56831	May 28	Damiano Diesel Service	OEM - Vehicle Service	1,788.77
56832	May 28	Office Equipment Leasing Co.	May Print Management	1,376.00
56833	May 28	Des Plaines Park District	Reilly Bialczak Scholarship Fund	850.00

56834	May 28	District 63 Education	Grant Payment 2	1,875.00
56835	May 28	Evans, Marshall and Pease, PC	Accounting Services	6,095.00
56836	May 28	Gameworks	Summer Camp Field Trip	185.50
56837	May 28	Garvey's Office Products	Office Supplies	411.02
56838	May 28	Graphic Solutions, Inc.	Printing-Publishing Ads - Journal	75.00
56839	May 28	The Josselyn Center	Grant Payment 2	8,650.00
56840	May 28	Journal & Topics Newspapers	Printing-Publishing / Ads /Legals	915.56
56841	May 28	Kim Cleland Yoga, LLC	Maine Twp. Recovery Connection	720.00
56842	May 28	Leyden Family Service &	Grant Payment 2	4,683.67
56843	May 28	Life Span	Grant Payment 2	1,317.00
56844	May 28	Richard Lyon	Mileage Reimbursement Mar/Apr	53.65
56845	May 28	Richard Lyon	Website Management/Maintenance	3,500.00
56846	May 28	Maine Twp High School East	Maine Twp. Recovery Connection	1,330.00
56847	May 28	Maine Twp MaineStreamers	Reimburse.Payment/Super Sr.Award	90.00
56848	May 28	Manzo's Banquets, Inc.	Agency Day Catering/Facility Rental	4,973.70
56849	May 28	Relapse Prevention Counseling Ctr.	Maine Twp. Recovery Connection	300.00
56850	May 28	Maryville Academy (dba) Family	Grant Payment 1	2,350.00
56851	May 28	Medieval Times Dinner	Summer Camp Field Trip	734.72
56852	May 28	Niles Park District	Reilly Bialczak Scholarship Fund	857.00
56853	May 28	Nicor Gas	Utilities-MonthlyHeat 4/11-5/12/19	433.29
56854	May 28	Nicor Gas	Utilities-MonthlyHeat 4/16-5/16/19	98.02
56855	May 28	NW Suburban Day Care Ctr	Grant Payment 3	3,550.00
56856	May 28	Older Adult Services	Grant Payment 1	1,315.00
56857	May 28	Orchard Village	Grant Payment 1	240.00
56858	May 28	Otis Elevator Company	Elevator Service 6/1/19-8/31/19	1,230.25
56859	May 28	City of Park Ridge	Annual Elevator Inspection Fee	60.00
56860	May 28	Park Ridge Park District	Reilly Bialczak Scholarship Fund	350.00
56861	May 28	Park Ridge Stationers	Operating Supplies	891.84
56862	May 28	Peer Services, Inc.	Grant Payment 1	1,583.33
56863	May 28	Pitney Bowes Purchase Power	Passport Postage	499.00
56864	May 28	Doriene Prorak	Reimbursement/Overnight Postage	30.50
56865	May 28	Santa's Village Azoosment Park	Summer Camp Field Trip	172.39
56866	May 28	Security Benefit	Deferred Comp. Contributions	1,220.00
56867	May 28	Shred First, Inc.	Cost of Document Shredding Event	600.00
56868	May 28	Sunrise Grill & Catering, Inc.	Maine Twp. Recovery Connection	280.00
56869	May 28	TOIRMA	Renew Gen Insur.June1,2019-2020	64,301.40
56870	May 28	Twp Supervisors of Illinois	TOI 2019 Membership Dues	35.00
56871	May 28	Oni Risk Partners	3YR Renewal/Crime Policy 5/19-5/22	623.00
56872	May 28	Turning Point Behavioral	Grant Payment 2	3,673.33
56873	May 28	Wieslawa Tytko	Mileage Reimbursement	13.57
56874	May 28	Tom Vaughn-Chapter 13 Trustee	Wage Garnishment	397.00
56875	May 28	Verizon Wireless - Admin	Telecommunications	192.13
56876	May 28	Warehouse Direct	Computer Tech Support	2,600.00
56877	May 28	Metro Federal Credit Union	Office Supplies	92.45
56878	May 28	Metro Federal Credit Union	Maine Twp. Recovery Connection	359.81
56879	May 28	Metro Federal Credit Union	Senior Expo Raffle Prizes	317.85

56880	May 28	Metro Federal Credit Union	Office Supplies	42.88
56881	May 28	Metro Federal Credit Union	Misc./Printing/Dues/SummerCamp	1,361.23
56882V	May 28	VOID	Void	-
56883V	May 28	VOID	Void	-
56884	May 28	Metro Federal Credit Union	Maine Twp. Recovery Connection	2,479.92
56885V	May 28	VOID	Void	-
56886V	May 28	VOID	Void	-
				<u>\$ 391,468.35</u>

We the undersigned members of the Board of Trustees of Maine Township, do hereby certify that we have examined the Payroll for Paydates of May 3, 2019 and May 17, 2019 and General Town Fund Checks #56792 through Check #56886 and authorize the Supervisor to issue Checks in payment.

WITNESS OUR HANDS AND SEALS THIS 28TH DAY OF MAY 2019.

Supervisor

Attest:

Clerk

Trustees



Classification & Compensation Study

Executive Report

For

Maine Township, IL



May 2019



McGrath Consulting Group, Inc.
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Figure 2: BLS Private Sector Wage Change 2006-201815
Figure 3: BLS Public Sector Wage Change 2006-201815

Study Overview

McGrath Human Resources Group, Inc., an organization that specializes in public sector consulting, was commissioned by the Maine Township to conduct a comprehensive classification and compensation study of all positions. The Township requested an evaluation of all Township positions in order to develop a compensation system and ensure employees are being paid a market-base wage.

The purpose of this study is to:

- ✓ Guide the Township in ***creating or confirming your pay philosophy*** including your desired position in the market, recognition of tenure, recruitment and retention priorities, usage of performance-based pay, and other aspects of a sound compensation philosophy.
- ✓ Develop a ***cooperative plan of action*** utilizing the basic methodology outlined in this proposal and ***tailored to your specific project***.
- ✓ Obtain and ***establish compensation within the external market*** through a survey of mutually identified, comparable entities.
- ✓ Obtain information on each job title for a job audit, if necessary, through ***position description questionnaires and existing positions descriptions***.
- ✓ ***Confirm internal equity*** among positions within the Township and make changes to classifications on the pay schedule through a job audit as necessary.
- ✓ Complete an ***analysis of the existing salary schedules and employee movement through their respective schedules*** to identify any existing issues to be addressed during project.
- ✓ Complete a ***compression analysis*** and, if found to be a problem, develop strategies to address compression with the current compensation system or through a new system.
- ✓ Conduct a ***benefit analysis***, for an examination of ***total compensation*** in relation to the external market.
- ✓ ***Support implementation*** of approved changes to a compensation system.
- ✓ Review and recommend ***compensation policy and procedure changes*** that will assure consistent implementation and application of the compensation system.
- ✓ Analyze positions against Fair Labor Standards Act to ***confirm or update appropriate exemption*** status as necessary.

The Consultant would like to extend appreciation to the Township Supervisor, Administrator, and Department Directors for their time, cooperation, and sharing of information and perceptions with McGrath Human Resources Group.

Methodology

Data Collection

The project involved several steps: collection of data, interviews, and data analysis. The first step of this study involved the gathering of data that pertains to current compensation practices within Maine Township. The Consultant received information relating to current salaries, collected market data, specific policies, and current job descriptions. This provided a basis on which to build a compensation system.

Interviews were conducted with the Township's senior staff, including the Township Supervisor, Township Administrator, and Department Directors. The purpose of these meetings was to first, gain an understanding of the Township's current compensation practices and philosophy; second, solicit ideas and input from these stakeholders for future compensation methodologies and practices; and finally, determine if there were any positions within the Township that were difficult to recruit, retain, or were otherwise unique in the position's responsibilities.

To seek clarification on some positions, selected employees were asked to complete a position questionnaire.

Compensation Plan

Compensation deals with establishing a meaningful and acceptable relationship between work and rewards with both the employer and employee in mind. Work performed by employees should assist the organization in achieving the services that the municipality provides to its community.

Many compensation professionals agree that the following elements are 'ideal' for a compensation program that is targeted to attract, retain and motivate employees.

- **Internal Equity:** A measure of how an organization values each of its jobs in relation to one another.
- **External Competitiveness:** A measure of an organization's pay structure and the actual pay delivered compared to that of its competitors and similar types of job functions (skills, education, and job complexity or similar positions).
- **Affordability:** A measure of how costly a compensation program is to an organization.
- **Legally defensible:** Compensation programs must adhere to specific laws designed to provide fairness in how employees are paid.
 - **Gender Equity:** An emerging trend in compensation is the concept of gender equity. In some states, gender equity testing of compensation plans is mandatory. That is not the case, yet, in Illinois. Gender equity means that different aspirations and needs of women and men are considered, valued, and favored equally.
 - **Pay Discrimination:** Pay discrimination can occur when a difference in pay has an unlawful basis, such as race or sex. Thus, discrimination in compensation based on any of the protected classes.
 - **Pay and Merit:** The compensation plan – setting of pay grades, salary ranges, and increases (step or merit) can be subject to all of these forms of discrimination and therefore, must be legally defensible.
- **Understandable:** To be accepted and understood, compensation programs must be communicated and managed effectively.

A pay structure consists of a series of pay ranges, or grades, each with a minimum and maximum pay rate. Jobs are grouped together in ranges that represent similar internal and external worth.

Pay Philosophy

A pay philosophy is an organization's financial commitment to how it values its employees. The goal of a pay philosophy is to attract, retain, and motivate qualified people. A consistent pay

philosophy provides a strong foundation in determining the type of total compensation package to offer employees.

Because the Township has limited financial resources, specific metrics may help identify where dollars are being expended that can be costly. One such cost to the Township is Turnover Cost, the actual financial cost to the Township when an employee vacates, and a new hire is brought in for replacement. Turnover can be calculated as Total Payout Cost + Recruitment Cost + Replacement Compensation/Benefit Cost + Training Cost. Turnover Costs will typically calculate around 1.5 times the cost of the original position, so turnover will cost an organization more than it would to retain the employee; and may also have an impact to operations that can be felt to its constituents over time.

Although turnover is not yet a problem, Millennials account for the largest pool of the workforce. In a 2018 article *Turnover and Retention Rates for Millennials in the Workplace*, 21% of millennials say they have changed jobs in the past year; with over 60% of this population saying they are open to a different job. Couple this with the shrinking workforce, municipal government is only one industry that will be struggling to find and retain qualified workers.

Thus, a compensation philosophy to guide Maine Township has been developed:

The Maine Township considers its staff to be key assets. The salary and benefits program provided to employees of the Township is intended to attract, retain, and motivate highly qualified, enthusiastic, productive, and committed employees. The program is designed to assist the Township in providing high quality services to the public. This objective is attained by providing compensation based on internal equity and external competitiveness within the Maine Township's fiscal capabilities and awarding employees based on performance on the job.

The objectives of the Maine Township's compensation program are to:

- Attract and retain highly qualified, enthusiastic, productive, and committed employees;
- Recognize the internal worth of jobs and pay accordingly;

- Meet competitive pay levels within chosen market and within our available resources – at the 50th percentile;
- Ensure consistent administration and application of pay policies; and
- Ensure that pay plan administration decisions are not based upon nor influenced by an employee’s sex, race, color, age, religion, or any other legally protected personal characteristic.

Compensation Section

Labor Market

To gain information from the external market, the Consultant established a list of comparables from interviews with the Department Directors and Township Administration. Salary data for specific positions was solicited from the comparable organizations. The following organizations were contacted:

Table 1: Comparable Organizations

MUNICIPALITIES	RESPONSES
City of Des Plaines	
City of Evanston	
City of Park Ridge	
Cook County	DNP
Elk Grove Township	
Hanover Township	
New Trier Township	
Niles Senior Center (Township)	
Niles Township	
Northfield Township	
Park Ridge Park District	
Schaumburg Township	
Thornton Township	DNP
Village of Elk Grove	
Village of Lake Zurich	
Village of Morton Grove	
Village of Niles	
Village of Northfield	DNP
Village of Rosemont	
Village of Skokie	

DNP – Did not Participate; nor could data be found on websites

The Consultant was pleased with the response to the survey.

The collection of this compensation data was utilized to analyze the average Market Minimum, Midpoint and Maximum Rates per defined benchmark positions, as well as a comparison of the average salary of the positions to the salary of incumbents within Maine Township. When necessary, evaluation of the comparable organization's job description, when available online, was utilized to resolve conflicts.

The labor market for Maine Township was determined based upon several factors including location, size, recruitment areas, and discussions with Department Directors. During interviews, each Department Director was asked if there were certain municipalities, they felt had similar positions. If so identified, the Consultant sought the salary and benefit data. The goal was to select municipalities that the Township recruited from or considered competition for employment.

The Consultant surveyed 34 positions. In addition to the current positions within Maine Township, the Consultant sought comparable data on positions that might have job responsibilities that are combined in Maine Township but might be separate in other organizations. Also, many positions within Maine Township have the same title despite being different positions. Where possible, these positions were identified and added to the survey. In some cases, the titles were altered to better align with the industry.

All the positions may not be reflected in the data analysis. In some situations, data was not available in the external market; data was insufficient, or there were no Maine Township internal matches at the time of the study. When there are no internal matches, the data is not shown in the report, but utilized by the Consultants for position placement in the compensation schedule.

Market Data Solicited

The market surveys gathered the following information: 2018 Minimum, Midpoint, and Maximum salary for the position as well as the average salary of the incumbents. Salaries were then evaluated, and an average calculated. Upon examination, salaries were eliminated if statistically too high or too low to not skew the average. Then, a new percentile amount was calculated with the remaining salaries. A great deal of time was spent in data analysis to ensure that each position is scrutinized based on the data available as well as how it relates to the responsibilities of the organization.

Pay Range Market Analysis

The Consultant solicited information for the minimum salaries of the comparable organizations. Many of the Townships, similar to Maine Township, do not have a salary schedule. However, with that said, there are a number of organizations from the comparable list that have established salary schedules.

It is standard compensation practice to establish a range around the Minimum or Market Rate to determine if the employee is being compensated 'fairly.' Often, employees assume that if the average Market Rate is \$25,000, then they should be making \$25,000. However, compensation practices look at a range around the Average Market Rate where an employee should be by the time the employee is fully functioning within his/her position. Traditionally, organizations establish a 5-10% range around the market rate. Thus, if an employee is making between 40-60% of the Market Rate, the employee is fairly compensated. To analyze the salaries, a Comp Ratio is used. This is a ratio of the Township's salary in relation to the external market data. A 50% Comp Ratio would mean that it is in line with the external Market. Again, the 10% range is utilized. Thus, if a ratio is within 40-60% the salary is within an acceptable range.

Minimum Salary Comparison

Maine Township does not have a defined salary schedule. Rather, each individual has a wage that is determined by the Township Supervisors or Highway Commissioner during the budget process. Although a comparison between the Township's minimum salary and the average market rate is not possible, the Consultant collected the minimum salaries for a number of positions and used them as a guide in determining the minimum of the recommended salary schedule.

Market Rate Salary Comparison

The next step in developing a compensation structure is to compare the current incumbent's salaries to the average Market Rate. For this purpose, positions where there is more than one (1) incumbent, an *average* of the current employees is utilized. Later in the study, an analysis was conducted for each individual employee in relation to the recommended Market Rate and is submitted under separate cover.

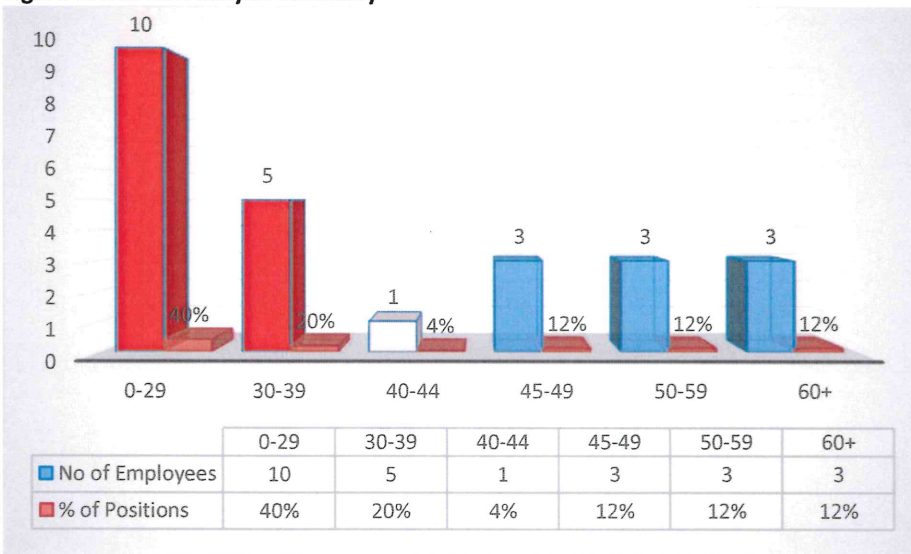
Overall, in comparing the average incumbent(s) salary to the average Market Rate, it appears that the Township's past compensation practices have not maintained salaries with average Market Rate.

When employee salaries are compared to the average Market Rate of employee salaries, the Township is falling below the market. While considering the tenure of employees in single incumbent positions, 60% of the positions with the Township are below the average Market Rate (below the 40% comp ratio). Forty percent (40%) of the positions are at or above the Market. The Table & Figure below are a summary of the Township's standing with the external Market.

Table 2: Market Analysis Summary

Comp Ratio	Percentage
0-29	40%
30-39	20%
40-44	4%
45-49	12%
50-59	12%
60+	12%

Figure 1: Market Analysis Summary



What is interesting to note, that with the tenure of employees, one would expect to see more incumbents above the 50th percentile. This would suggest that individuals’ annual increases are inconsistent with tenure.

Maine to Private Sector

It is very difficult to find private sector market comparables. The Bureau of Labor Statistics is about the only reliable source of obtaining private sector wage data. The following table is a reflection of ‘similar’ types of private sector comparison data.

Table 3: Incumbent - Public/Private Analysis

<u>Job Title Description</u>	<u>Avg Salary of Incumbents</u>	<u>Avg Mkt Rate</u>	<u>Comp Ratio</u>	<u>BLS 2018 Chicago Metro</u>	<u>Comp Ratio</u>
Deputy Assessor	\$46,737.60	\$46,515.60	50%	\$54,890.00	35.15%
Deputy Clerk	\$35,256.00	\$61,119.02	8%	\$48,030.00	23.40%
Family Therapist (MS degree clinician)	\$42,400.00	\$62,250.00	18%	\$84,760.00	0.02%
Maintenance Worker I	\$30,555.00	\$52,629.40	8%	\$48,780.00	12.64%
Program Coordinator	\$50,977.00			\$68,050.00	24.91%
Receptionist	\$39,125.00	\$39,648.78	49%	\$34,270.00	64.17%
Recovery Connection	\$32,489.60			\$70,170.00	-3.70%
Senior & Disability Advocate/Specialist	\$52,849.00	\$65,199.10	31%	\$68,050.00	27.66%
Township/Township Administrator	\$104,184.00	\$170,826.02	11%	\$125,990.00	32.69%
Youth Services Program Coord (BA level)	\$46,751.00	\$53,236.77	38%	\$54,670.00	35.51%

The rate of pay of Maine Township as compared to similar private sector jobs illustrates, first the difficulty in finding positions that are similar to the public sector. With that said, the few positions that might be considered similar still has Maine Township slightly below the private sector market average.

Another concern, in comparing with the external public market data, one needs to be cognizant of the tenure of the individual, when comparing a one-incumbent position to the external market average.

Market Data Summary

In the contiguous, Maine Township is in the minority for municipalities without a defined compensation plan. Overall, when comparing the incumbent’s current salary to the average market rate of similar positions, the Township is lagging behind. Some of this inconsistency in wages is due to the non-existence of a defined compensation plan.

Wage Comparison Private vs. Public

The Bureau of Labor statistics publishes a 12-month percentage change in wages and salaries in the private and governmental sector. The following is an illustration of the percent change in salaries from these two industries.

Figure 2: BLS Private Sector Wage Change 2006-2018

Wages and salaries and benefits in private industry, 12-month percent change, not seasonally adjusted



Hover over chart to view data.
 Note: Shaded area represents recession, as determined by the National Bureau of Economic Research.
 Source: U.S. Bureau of Labor Statistics.



Figure 3: BLS Public Sector Wage Change 2006-2018

Wages and salaries and benefits for state and local government, 12-month percent change, not seasonally adjusted



Hover over chart to view data.
 Note: Shaded area represents recession, as determined by the National Bureau of Economic Research.
 Source: U.S. Bureau of Labor Statistics.



Unfortunately, the table was difficult to copy from the website. Below is the March percentage change comparing private sector to state and local government.

Table 4 : BLS Private to Local Government Wage Percentage Change 2006-2018

	Wages - Private Sector	Wages - State & Local Govt
Mar-06	2.4%	2.8%
Mar-07	3.6%	3.8%
Mar-08	3.2%	3.5%
Mar-09	2.0%	3.0%
Mar-10	1.5%	1.6%
Mar-11	1.6%	1.2%
Mar-12	1.9%	1.0%
Mar-13	1.7%	1.0%
Mar-14	1.7%	1.2%
Mar-15	2.8%	1.8%
Mar-16	2.0%	1.8%
Mar-17	2.6%	2.2%
Mar-18	2.9%	1.8%

Current Compensation Systems

The Township has three (3) compensation entities – the Township, General Assistance and the Highway Department. There is no compensation system – no established minimum to maximum for the positions within any of these budgetary areas. For purposes of this report, the Highway Department is considered a separate entity and can establish its own compensation system. As depicted in the Incumbent Data Analysis, the positions of Maintenance Worker, and the Maintenance Foreman are a handful of positions that are doing well in comparison of the external market.

Total Compensation

Health Insurance

As of the writing of this report, the Township offers an HMO Plan (5% participation) and PPO Health Plan (95% participation). When conducting Total Compensation analysis, the health plan

that is most widely selected is the Plan used. In the case of Maine Township, the PPO Plan is also a Grandfathered Plan under the Affordable Care Act (ACA).

Grandfathered Plans hold certain exemptions from other standard plans, often resulting in significant premium differences over other plans. In order to retain this grandfather status, the employer may not make any major changes to coverage, nor change the employee premium contributions. The challenge of performing a Total Compensation analysis is the premium of the grandfathered plan is \$3,321.14 per month (\$39,852/yr.), of which the employee contributes 5% toward the monthly premium. No other comparables used in this Study identified having a grandfathered plan, so the Analysis would compare this grandfathered plan to standard plans, which will range between \$17,000-\$24,000/year.

As the Trustees know, the grandfather status is awarded to the Township annually by DHHS, thus, this status could be removed on an annual basis (see below for further explanation). So, although the Township could use this as a recruitment/retention tool, the Consultant does not consider this to be a permanent health care plan for Township employees.

Finally, Maine Township's grandfathered status is not entirely common. Currently, approximately 14% of small employers/local government employers nationwide still offer some type of grandfathered plan, and this number decreases each year. Grandfathered plans were intended to be short lived between 2010-2013, in that the plans would terminate with the full implementation of ACA. However, annual extensions continue to be provided by the DHHS today. This means the grandfathered plan for Maine Township must be renewed annually and could be eliminated each plan year. The DOL, DHHS, and Treasury Department requested a public comment period on grandfathered plans in early 2019, so it is not unreasonable to believe changes with grandfathered plans is going to be considered.

With that said, the Consultant understands that the mix between the health care plan and base wages needs to be considered. The Consultant discussed the current and future health plan with the Township's benefit consultant. Through this conversation, both Consultant's (benefit

and compensation) feel that the Township needs to develop a long-term benefit strategy. Moving from the current plan – to one with a high deductible Health Savings Account, would be extremely problematic for employees if done all in one year. Thus, taking a **phased** approach where the Township moves away from the grandfathered plan to one that is similar, then begin a strong education program over the next year to begin move to a plan that is more standard in the area.

Pension

The second area used in a Total Compensation Analysis is employer contributions toward pension. Maine Township participates in the IMRF system. This pension system is made up of tiers. Participation in each tier is based upon participation dates within IMRF. Tier 2 is now used for all hires on or after January 1, 2011. Employer contributions are established with actuarial assumptions and audited every three (3) years based on actual experience. According to the IMRF, each employer rate is dependent upon the following:

Table 5: IMRF Actuarial Rate Categories

Investment Return	Retirement Age
Marital Status	Mortality for active members
Mortality for retired members	Disability
Separation	Payroll increases

As a result, the employer contributions will vary annually for the same defined benefit program. Currently, Maine Township contributes 10.66% toward the IMRF. Comparable organizations contributions range from 6.25%-12.57%. However, given the contribution results in the same type of defined benefit program for employees, whether an employer provides more or less toward a benefit has more to do with the actuarial calculations of the employee pool, not because one may think the benefits offered are more competitive than other comparable organizations. Thus, the employer contribution toward pension does not create a lesser or greater benefit for the employee.

Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act determines whether a position is Exempt (or salaried)– or exempt from overtime; or a Non-exempt (or hourly) employee and eligible for overtime. Per the FLSA, there are certain classifications of employees that can qualify for exempt (salaried) status; however, they must meet the criteria stated in the 2008 FLSA exemption definitions.

There are many exempt classifications; however, there are three (3) that apply to the Township. The first test that applies to all exemption classifications is the salary test. As of the writing of this report, an employee must earn \$455 per week to be considered exempt from overtime. Regardless of the job responsibilities, if the employee does not earn, at minimum, \$455/week, the position is considered hourly and eligible for overtime for all hours worked over 40 hours in a defined workweek. Assuming the salary test is met, then the following classifications would determine if the position was exempt (salaried) or hourly (non-exempt).

Administrative: The employee’s primary duty must be the performance of office or non-manual work directly related to the management or general business operations of the employer or employer’s customers; and the employee’s primary duty includes the exercise of discretion and independent judgement with respect to matters of significance.

Executive: The employee’s primary duty must be managing the enterprise or managing a customarily recognized department or subdivision; the employee customarily and regularly directs the work of at least two or more other full-time employees; and, have the authority to hire or fire employees – or to effectively recommend the hire/fire of an employee.

Professional: The employee’s primary duty must be the performance of work requiring advanced knowledge, defined as work which is predominately intellectual in character and which includes work requiring the consistent exercise of discretion and judgement. The advanced knowledge must be in a field of science or learning; and must be customarily acquired by a prolonged course of specialized intellectual instruction.

If one were to go to the Department of Labor website, there are checklists that can be downloaded that assist in the proper designation of exempt or non-exempt status. Based upon the job descriptions and position questionnaires submitted by employees, the Consultant has evaluated the Maine Township positions as either exempt or non-exempt.

Note: The FLSA requires the organization to follow the law; however, the employer can be more generous than the law. Example, a position is determined to be exempt (salaried), the employer can pay the position overtime – or a greater salary than the law would provide.

Structured Salary Schedule

With the current benefit plan offered, and the concern of Trustees to the cost of total compensation, the Consultant has developed a salary range system. There is a minimum (the lowest rate to be paid to an employee); market (the goal to which employees should be paid when fully capable and competent of performing the responsibilities of the position); and a maximum (the maximum rate of pay for that position).

Employees will move through the salary range with a 'step' or merit adjustment on an annual basis. The Board of Trustees would annually develop a percentage increase that would be given to employees with acceptable performance

A merit-based system works best if there is a human resource professional (or Deputy Administrator) that has oversight of the program to ensure rater consistency. The current process is to have all performance reviews discussed by the Trustees. None of the Trustees are familiar with the employee's performance and this practice should cease. Rather, either the Bookkeeper, or Deputy Administrator should have control over consistency of scores.

The percentage of annual increase can also be adjusted to not only to keep in line with the cost of living – but also, can be adjusted as the Township moves from its grandfathered health plan to more traditional plans and employee contributions increase.

In addition, the salary range has been constructed so that it will take longer than six (6) years to reach the average market rate. The construction of the schedule takes into account the compensation – benefit mix that is currently in place within the Township.

Appendix A is a copy of the structured salary schedule.

Salary Schedule Adjustments

Annually, if adopted, the Salary Schedule should be adjusted for economic reasons. Without maintaining the Salary Schedule, it will fall below the Market and the Township will end up spending dollars to get it updated. Annual Salary Schedule adjustments will keep a competitive, fair, and fiscally sound Salary Schedule. There may be years when the economy cannot support such increases; however, that should be the exception – not the norm. Therefore, there are two (2) increases recommended– one to the overall Salary Schedule (completed March 1); and the other for progression within the Salary Range based on performance on or around September 1st.

Annual Performance Adjustments

The Salary Schedule is based on a premise of annual performance adjustments. Each year, the employee can receive a performance increase if the employee’s immediate supervisor has issued a satisfactory rating on the performance evaluation. Employees without an acceptable rating and are on a performance improvement plan would have their increase held until such time as the parameters of the plan have been met on a consistent basis.

Position Placement

Placement onto the respective Salary Schedule is based upon several criteria:

- Point Factor Analysis
- Market analysis
- Compression analysis
- Internal equity

After considering all these elements, placement of some positions on the Salary Schedule have changed, with some positions now being placed in lower or higher pay grades than on the previous Schedule. This is not an indication that any given position has more or less value, or that a specific position is even to be compared with the other positions in that respective pay grade, so employees are advised not to compare themselves with other positions given the complexity of the factors that are considered during placement of positions.

Employee Placement

For purposes of implementation, employees on the Salary Schedule were placed to the minimum of the new salary range. Years of service or years in the position were not considered for the initial placement. If the salary was already within the range – no adjustment was given as the employee was already within the salary range. The Township, if funding exists, can provide increases to all employees who did not receive an increase based on placement within the salary schedule. In addition, once the schedule is implemented, the Township can evaluate employees' tenure and provide additional increases to move longer tenured employees further within the salary range – moving them closer to the market rate.

Structured Compensation Concerns

When developing a structured salary schedule, not all of the issues that have evolved over time can be corrected in the implementation year. A concern in a salary schedule implementation is the cost of the program. Thus, the Consultant recommended the placement of an employee to the minimum of the pay range (if below the new minimum) as the only implementation strategy. This recommendation does not take into account an employee's tenure within the organization. Therefore, the initial implementation could result in a 10-year employee now earning the same as a 2-year employee.

Another problem is that implementing a structured compensation system also means moving salaries up to a competitive market rate. In some cases, this may mean – in the first year – significant increases for a small number of employees.

When working with Township Administration and Trustees on the compensation plan design, both of these issues were considered problematic. Two solutions are suggested for the problems:

- ***Transition to the Compensation System***
 - For employees that receive a significant increase, reduce the increase in half and provide ½ of the increase at the start of the fiscal year and the other ½ mid-way through the year; or
 - Receive ½ at the start of each fiscal year. The only concern that the Township will have to monitor is that if an employee leaves the Township, a new employee cannot be placed on the salary schedule above the current tenured employee – if so – the problem exacerbates.
 - Create a two – four-year plan to move employees with five (5) or more years of service higher in the pay range through larger increases. Thus, if a 10 year employee is below the market rate for the range, rather than receiving the standard 2.5% increase, would receive a 5% increase until reaching the market rate. Once the market rate is achieved, the scheduled annual increase would only apply.
- ***Eliminate the Structured System***
 - The Township has relied on self-determination of salaries, leaving employees wondering if a salary increase would be received; and/or is there a minimum or maximum to the position. This practice can continue as long as the Township can legally defend its compensation practices. The Consultant has provided the Township Administration the average minimum salaries of positions within the Township. With that information, the Township Supervisor, Administrator and

Trustees could determine which positions, in their belief, need to be increased, or remain the same. Thus, remain at the status-quo.

Other Compensation Issues

Position Titles

Developing titles are always interesting. The report tries to develop consistency in titles – worker, lead, supervisor, manager, and director. However, that is not always possible when there are multiple layers either in a department or the organization. The title of supervisor and/or manager are not utilized for any position that does not supervise people. Those individuals who manage a program will be considered a coordinator or administrator. A few other job title changes are recommended to better reflect the job responsibilities.

Bilingual Compensation

One of the employees had 'bilingual' as part of the job title. This shouldn't be a part of the job title; rather, if needed, part of the job requirements. With that said, in this culturally diverse community, having individuals who can speak a second language can be a huge benefit to the organization. The Consultant recommends two ways in which to compensation an employee for use of these language skills. The first is a single stipend – for example, \$200-\$500 for single translation skills that are required off normal working hours. The second is a larger stipend – example \$1,000 - \$3,000 to be paid for individuals that not only translate on a periodic basis, but also work with the Township on translating documents, the website, and/or works with specific residents on a consistent basis. The amount of each of these stipends would be dependent upon the frequency/type of the translation responsibilities.

The stipend could be paid out at the time of occurrence, or on a set date in the fiscal year.

Life Cycle of Salary Schedule

One of the main concerns of any salary schedule is the ability to keep it current. Often, an organization spends a lot of time and resources to review and re-evaluate their Salary Schedule,

resulting in significant increases to employees or Pay Grades because either the position or the schedule was not in line with the external Market. To avoid this, public sector organizations must build in some mechanism for maintaining the system with the average cost-of-living increases.

A Salary Schedule has a typical life span of five (5) years, at which time market conditions typically necessitate a review. The Township can strive to prolong the life of the Schedule if it commits to maintaining the Schedule to retain its competitiveness with the external Market. Thus, depending upon external market conditions, the Consultant recommends a review of the schedule every three (3) to five (5) years.

Benefit Statements

Employees, especially in government where benefits are typically more generous than those in the private sector, do not realize the true cost to the municipality for providing benefits. The Consultant recommends the Township continue to create an annual benefit statement that details the total cost of compensation for an employee. This often has a dramatic effect on employees who only see their net pay, rather than the total cost an employer actually pays for an employee.

Typical benefits statements include:

- Gross Salary
- Employer cost of FICA, FUTA
- Employer cost of federal and state taxes
- Employer cost of insurances (health, life, LTD, etc.)
- Employer cost for employees to participate in a sponsored Employee Assistance Program or a wellness program
- Employer cost of unemployment
- Employer cost of worker's compensation
- Employer cost of pension fund(s) or other retirement programs
- Employer cost of other benefits provided
- Total compensation for the employee

Compensation Summary

The Consultant was hired to evaluate the market competitiveness of the Township's current salary schedule, along with develop a structured compensation system. To add to the study, the Consultant was to evaluate the current total compensation – health and insurance – in relation to its public sector market comparables. It is evident upon speaking with all elected officials, the issue that needs to be resolved is the Township's combination of health insurance and compensation. Thus, the Township should consider the following recommendations.

Compensation Schedule

- ✓ Based on continued conversations with the Township, the Consultant is not recommending a structured salary schedule. Rather, utilize the recommended structured schedule to increase those employee's whose current salary is significantly below the average market minimum. These positions include:
 - Agency & Program Coordinator
 - Assistant Director - Mainstay
 - Bookkeeper (change to Administrative Services Coordinator)
 - Code Enforcement
 - Family Therapist
 - General Assistance Director
 - Recovery Connection Peer Advocate/Community Outreach
 - Township Administrator

- ✓ Immediately eliminate the discussion of performance evaluations with elected officials. Train the Deputy Administrator in human resources and have this position function as the human resource administrator for the Township. This position would oversee the performance evaluation process.

- ✓ Change titles to those recommended in the salary schedule.

- ✓ Provide annual increases based upon the national consumer price index (CPI-U). Or gather several economic indicators that are consistently utilized. In addition to cost of living increases, utilize performance based increases.

Benefits

Begin to work toward changing from the grandfathered health plan at a time when the cost difference is minimal, and plan designs similar. At that time, the employee's contribution can be increased. The Township should start education on different health designs, including a high deductible with a Health Savings Account that includes a significant employer contribution.

Any health insurance changes cannot be made until such time as wages, especially those below the market rate, are adjusted. Changing any health insurance, without a corresponding increase in wages would be devastating to employees and ultimately the Township.

Definitions

The following are definitions that helped guide the development of the Compensation System for Maine.

Benchmark Position: A job that is commonly found and defined, used to make pay comparisons, either within the organization or to comparable jobs outside the organization.

Classifications: Job titles.

Compensation System: A system developed to compensate employees. This system includes a balance between internal equity and external competitiveness.

Compensation Data: Data derived from information regarding the salary range and the rate of pay of the incumbent(s) holding a benchmark position of the identified labor market.

Comp Ratio: The ratio of an actual pay range to the established position point (or average market rate). The Comp Ratio is used to measure and monitor an individual's actual rate of pay to the Position Point of the established pay range. In Maine, a 50% comp ratio (+/- 10%) indicates an individual is being paid approximate to the established position point (or average market rate).

Compression: Pay differentials too small to be considered equitable. The term may apply to differences between (1) the pay of supervisors and subordinates; (2) the pay of experienced and newly hired personnel of the same job; and (3) pay range midpoints in successive job grades or related grades across pay structures.

CPI-U: Consumer Price Index – Urban: A measure of the average change over time in the prices paid by urban consumers for a market of consumer goods and services. It reflects the spending pattern for three population groups: all urban consumers, urban wage earners, and clerical workers. This group represents approximately 87% of the total U.S. population.

Demotion: The (re)assignment of an employee to a position in a lower pay grade or range in the organization's salary structure.

Labor Market: A location where labor is exchanged for wages. These locations are identified and defined by a combination of the following factors: geography; industry; education, experience and licensing or certification required; and job responsibilities.

Market Data: The technique of creating the financial value of a position based on the "going rate" for benchmark positions in the relevant labor markets.

Minimum Salary Range (Minimum): The minimum amount of compensation the organization has deemed appropriate for a position.

Maximum Salary Range (Maximum): The highest amount of compensation the organization has deemed appropriate for a position.

Market Rate (Market): The organization's best estimate of the wage rate that is prevailing in the external market for a given position.

Market Average: The 'average' market rate; or the 'average' prevailing wage rate in the external market.

Pay Grade: The grade, or placement of a position, within the salary structure.

Pay Grade Evaluation: The (re)assignment of a job to a higher or lower pay grade or pay range in the salary structure due to a job content (re)evaluation and/or significant change in the average market rate in the external labor market.

Performance Increase: An adjustment to an individual's base pay rate based on performance or some other individual measure.

Promotion: The (re)assignment of an employee to a position in a higher pay grade or range in the organization's salary structure.

Salary Schedule Adjustment: An adjustment to the salary structure; the increase or decrease of a pay range, minimum – maximum. This is a method to maintain the salary range in relation to external market conditions.

Step Schedule: Standardized progression pay rates that are established within a pay range. To move to the next step, one must have met acceptable performance standards.

Salary Schedule: The hierarchy of job grades and pay ranges established within an organization.

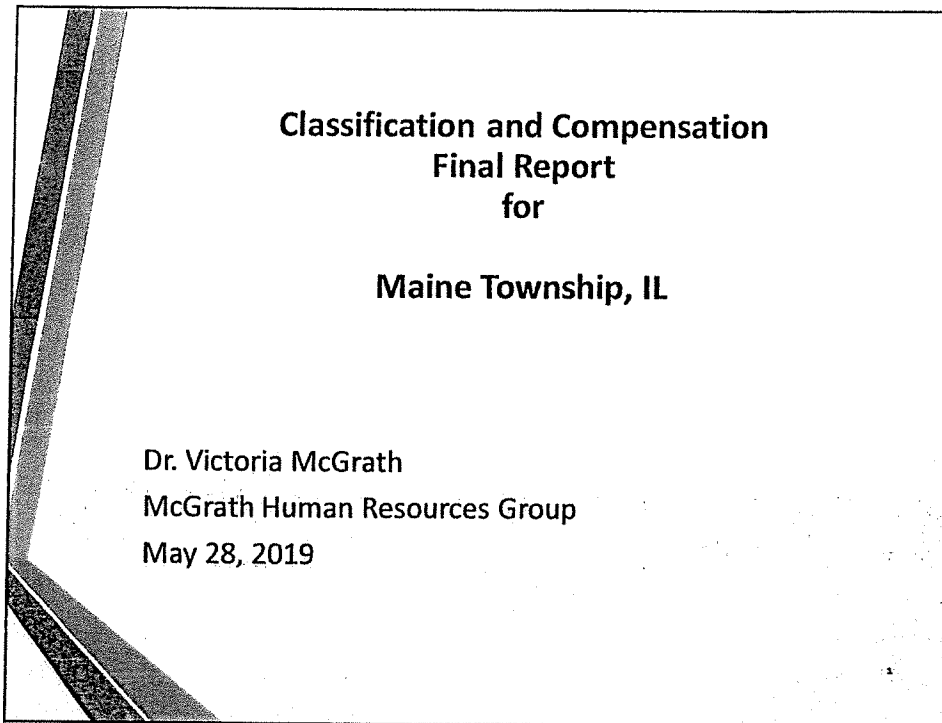
Spread: The range of pay rates, from minimum to maximum, established for a pay grade. Typically used to set individual employee pay rates.

Appendix A: 2019 Recommended Salary Schedule

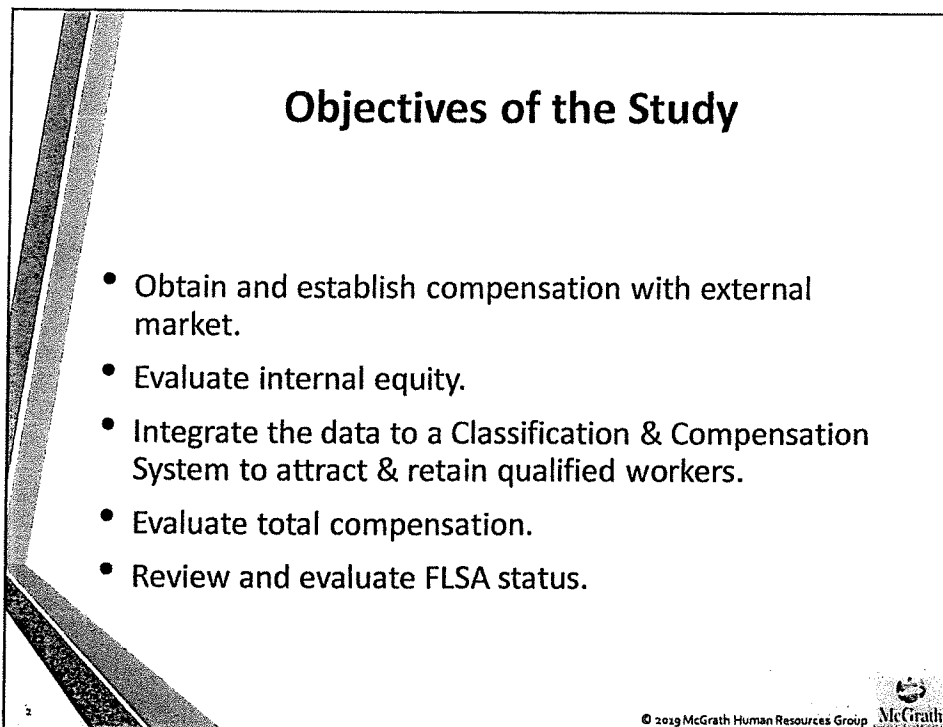
New Pay Grade	FLSA E/NE	Recommended Title	Dept/Div		Min	Mkt	Max
305	NE	Custodian	Admin	Hourly	\$13.39	\$15.00	\$16.07
				Annual	\$27,857.14	\$31,200.00	\$33,428.57
310	NE	Administrative Assistant	Admin		\$18.48	\$20.70	\$22.18
310	NE	Administrative Assistant	GA		\$38,442.86	\$43,056.00	\$46,131.43
315	NE	Accounting Assistant	Admin		\$19.41	\$21.74	\$23.29
315	NE	Code Enforcement Officer	Admin		\$40,365.00	\$45,208.80	\$48,438.00
315	NE	Deputy Clerk	Clerk				
315	NE	Recovery Connection Advocate	Recov Conn				
315	NE	Recovery Connection Advocate	Recov Conn				
320	NE	Administrative Specialist	MainStay		\$20.38	\$22.82	\$24.45
320	NE	Deputy Assessor	Assessor		\$42,383.25	\$47,469.24	\$50,859.90
325	E	Case Manager	GA		\$21.40	\$23.96	\$25.67
					\$44,502.41	\$49,842.70	\$53,402.90
330	E	Agency & Program Coordinator	MainStay		\$23.53	\$26.36	\$28.24
330	NE	Assistant to Supervisor	Admin		\$48,952.65	\$54,826.97	\$58,743.18
330	NE	Food Pantry Coordinator	GA				
330	E	Senior and Disability Specialist	GA				
330	E	Senior and Disability Specialist	GA				
330	NE	Senior Services Program Coordinator	Seniors				
330	E	Sr Case Manager	GA				
330	E	Youth Program Coordinator	MainStay				
335	E	Family Therapist	MainStay		\$25.89	\$29.00	\$31.07
335	E	Family Therapist	MainStay		\$53,847.92	\$60,309.67	\$64,617.50
350	NE	Administrative Services Coordinator	Admin		\$29.77	\$33.34	\$35.73
350	E	Chief Deputy Assessor	Assessor		\$61,925.11	\$69,356.12	\$74,310.13
350	E	Chief Deputy Clerk	Clerk				

New Pay Grade	FLSA E/NE	Recommended Title	Dept/Div		Min	Mkt	Max
355	E	Assistant Director - MainStay	MainStay		\$32.15	\$36.01	\$38.58
355	E	Assistant Director - Senior Center	Seniors		\$66,879.12	\$74,904.61	\$80,254.94
355	E	Deputy Administrator	Admin				
355	E	Maintenance Director	Admin				
355	NE	Recovery Connection Director	Recov Conn				
370	E	Senior Services Program Director	Seniors		\$33.44	\$37.45	\$40.13
370	E	General Assistance Director	GA		\$69,554.28	\$77,900.79	\$83,465.14
370	E	Mainstay Director	MainStay				
450	E	Township Administrator	Admin		\$48.62	\$54.45	\$58.34
					\$101,121.22	\$113,255.77	\$121,345.47

E= Exempt – does not earn overtime; NE= nonexempt/hourly – receives overtime



1



2

Definitions


Classification System - Schedule of Job Titles (positions):

- Reflects the Hierarchy of the organization
- Based on skills, qualifications, education, etc. needed to perform the POSITION
- Assigns the worth of the position – Minimum to Maximum
- May outline a career path

- It is NOT to reward individual behavior/performance/tenure

Compensation System – A system developed to compensate employees.

These systems must balance between internal equity and external competitiveness.


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Methodology

- Individual discussions with Commission members, and Department Heads.
- Review of data from current compensation practices, current job descriptions, and current policies.
- All employees invited to complete a Position Questionnaire (PQ). At least one (1) PQ was required per position.
- Compensation requested from 20 organizations (Minimum, Maximum, and Incumbent Salary) for 34 job titles.
- Reviewed all position placements with Town Supervisor, Town Administrator, and Department Heads,.

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Analysis of Current Systems

No Compensation Structure

- Township Supervisor – with Board of Trustees – determine wage and annual increase.
 - Have utilized salary data from Township websites
 - Doesn't consider geographical competitive market
- Annually – Trustees determine wage increase
 - Increase based on merit – as determined by Trustees

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Market Analysis

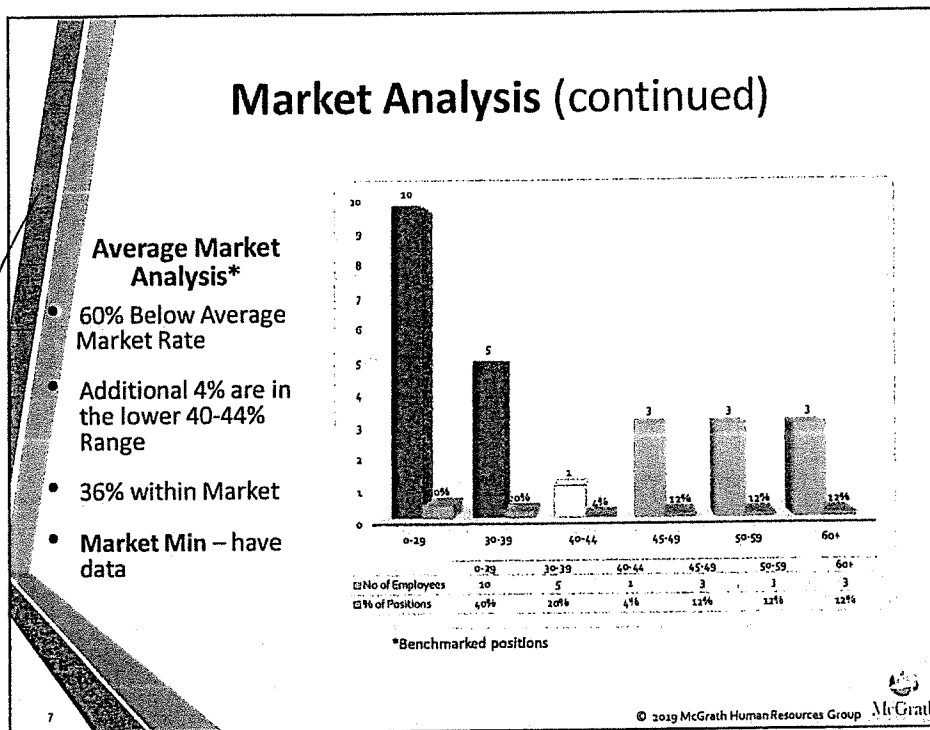
Comp Ratio

- A comparison of the Township's Salary Range and/or salaries to the "Market".
- Average Market Rate: 50%
- Acceptable Comp Ratio Range: 40% - 60%
 - Review positions in lower part of range for risk of falling too low in near future.

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Township vs Private Sector

- Difficulty to find private sector matches
- Those that might align are slightly below the private sector

Job Title Description	Avg Salary of		BLS 2018 Chicago
	Incumbents	Avg Mkt Rate	Metro
Bookkeeper/ Accountant/ HR Support	\$67,317.00	\$59,314.02	\$46,770.00
Deputy Assessor	\$46,737.60	\$46,515.60	\$54,890.00
Deputy Clerk	\$35,256.00	\$61,119.02	\$48,030.00
Family Therapist (MS degree clinician)	\$42,400.00	\$62,250.00	\$84,760.00
Maintenance Worker I	\$30,555.00	\$52,629.40	\$48,780.00
Receptionist	\$39,125.00	\$39,648.78	\$34,270.00
Senior & Disability Advocate/Specialist	\$52,849.00	\$65,199.10	\$68,050.00
Township/City Administrator	\$104,184.00	\$170,826.02	\$125,990.00
Youth Services Program Coord (BA level)	\$46,751.00	\$53,236.77	\$54,670.00

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Total Compensation

Health Insurance

- 14% of organizations still have the grandfathered plan
- Can't compare the Township's plan to comparables – too different

Pension

- Contributions based on actuarial calculations
- Township's contributions do not produce a 'better' benefit

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Recommended Salary Schedules

Option I: Structured Salary System

- Salary Range
 - Minimum – Market – Maximum

Placement Methodology

- Point Factor System - 15 factors (not inclusive)
 - Education
 - Experience
 - Complexity & Judgment
 - Equipment, Materials, Technology & Fiscal Responsibility
 - Personal Contacts
 - Supervision
- External Market
- Internal Comparability
- Compression


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Recommended Salary Schedules

Option II: No Formal Salary Structure


- Adjust a number of identified positions closer to the average market minimum
- Continue to provide each employee an annual merit increase. Increases should be based on CPI-U and/or CPI regional.
 - Utilize a combination of cost of living and merit increases.
 - Merit should be supervised by the Deputy Administrator and Township Administrator – not collectively by the Trustees.
 - Trustees – during the budget, approve the total salary budget
 - Utilize the structured schedule as a guide when hiring employees.

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Operational Guidelines

- Schedule Maintenance – Provided to Town Administrator
 - Annual adjustments to the salary schedule and/or
 - Annual adjustments to employee salaries

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Other Recommendations

Titles

- A number of title changes have been recommended to be consistent within the organization and/or similar to the external market.

FLSA

- Several positions do not qualify for FLSA exempt (salaried) status and must be paid as hourly positions.

Bilingual Pay

- Single project – flat fee
- Translation on regular basis – beyond job

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Benefits

Step 1: Begin to work off the grandfather plan

- Move when a similar plan – increase EE contribution

Step 2: Education on High Deductible/HSA

Develop a multi-year plan- CANNOT move from current to High Deductible without:


- Market based salaries
- Employer Contribution to HSA
- Education

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Summary

- Begin to move employees below the average market minimum closer to the minimum—No structured system
- Use the schedule (guide) for hiring and employee increases
- Annually review the external market (CPI-U) for cost of living and merit increases
 - COLA Increase in March; Performance Increase -September
- Eliminate Trustees reviewing performance evaluations
- Develop a Total Compensation plan to change health insurance with corresponding increases in wages

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**II RESOLUTION 2019-5 APPOINTING THE MAINE TOWNSHIP
IMRF AUTHORIZED AGENT**

WHEREAS, the Maine Township (“Township”) is a township duly organized and existing pursuant to the Township Code, 60 ILCS 5/1-1 *et seq.*; and

WHEREAS, the Township is a participating municipality in the Illinois Municipal Retirement Fund (“IMRF”); and

WHEREAS, as a participating municipality, the Township is required to appoint an individual to serve as the Township’s Authorized Agent for IMRF purposes, in accordance with the Illinois Pension Code, 40 ILCS 5/7-135(a); and

WHEREAS, the Township’s IMRF Authorized Agent is vested with all the powers and duties as set forth in the Pension Code, 40 ILCS 5/7-135(b); and

WHEREAS, the Pension Code provides that the Township Supervisor serves in such position in the absence of an appointment; and

WHEREAS, in accordance with the Pension Code, the Supervisor currently serves in the position of IMRF Authorized Agent, pursuant to a Notice of Appointment of Authorized Agent filed with IMRF in May 2017; and

WHEREAS, the Board of Trustees believes it is necessary and proper and in keeping with the Pension Code, 40 ILCS 5/7-135(a) to appoint its Authorized Agent; and

WHEREAS, the Board of Trustees finds that Trustee Claire R. McKenzie has the necessary skills and authority to serve both the Township and its IMRF members as its Authorized Agent, and that Trustee McKenzie has indicated her willingness to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED BY THE MAINE TOWNSHIP BOARD OF TRUSTEES, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. The recitals set above are incorporated herein and made a part hereof.

SECTION 2. That Claire R. McKenzie be appointed, effective immediately, to serve as the Maine Township IMRF Authorized Agent, and in such capacity, to undertake all of the powers and duties of the position as set forth by law and in accordance with all IMRF adopted rules and regulations.

SECTION 3. That in accordance with this Resolution, the Appointed Agent and the Maine Township Clerk shall execute IMRF Form 2.20, Notice of Appointment of Authorized Agent as attached hereto, and deliver it to IMRF in accordance with the IMRF rules regarding such notice.

SECTION 4. This Resolution shall take effect immediately upon adoption.

SECTION 5. All resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Adopted this ____ day of May, 2019

AYE

NAY

Supervisor Laura J. Morask
Trustee Kimberly Jones
Trustee David A. Carrabotta
Trustee Claire R. McKenzie
Trustee Susan Kelly Sweeney

ATTEST:

Peter Gialamas, Town Clerk



NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/2014)

INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME		EMPLOYER IMRF I.D. NUMBER	
AUTHORIZED AGENT'S SALUTATION	LAST NAME	FIRST NAME	MIDDLE INITIAL JR., SR., II, ETC.
<input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.			
TYPE OF GOVERNING BODY			
DATE APPOINTMENT MADE (MM/DD/YYYY)	EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY)	POSITION TITLE	
<p>Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot):</p> <p>To file Petition for Nominations of an Executive Trustee of IMRF <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>To cast a Ballot for Election of an Executive Trustee of IMRF <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
X SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE		DATE (MM/DD/YYYY)	
CERTIFICATION			
I, _____, do hereby certify that I am _____ <small>NAME</small> <small>CLERK OR SECRETARY</small>			
of the _____ <small>NAME OF EMPLOYER</small>			
and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.			
SEAL		SIGNATURE OF CLERK OR SECRETARY	
BUSINESS ADDRESS			
All correspondence and communications with the Authorized Agent are to be addressed as follows:			
NAME (IF DIFFERENT FROM ABOVE)			
<input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mr. <input type="checkbox"/> Ms.			
BUSINESS ADDRESS			
CITY STATE AND ZIP + 4			
DAYTIME TELEPHONE NO. (with Area Code)		ALTERNATE TELEPHONE NUMBER (with Area Code)	
FAX NO. (with Area Code)		EMAIL ADDRESS	

IMRF

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289

MEMORANDUM

TO: ELECTED OFFICIALS

FROM: VICKI RIZZO

SUBJECT: BACKGROUND CHECKS

DATE: 5/28/19

CC: DAYNA BERMAN

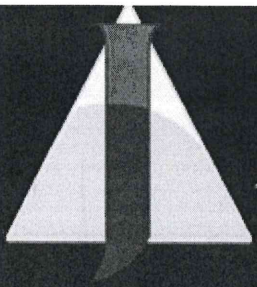
Pursuant to section 2.3.3 of the Maine Township Personnel Policy Manual, Background Check and Job Offer, a background check will be conducted prior to the beginning of employment.

Attached is an agreement with Justifacts, a company that processes background checks. Administrator Berman contacted local townships for references of reputable companies, and provided me with 3 that were recommended.

Of those three, we have selected Justifacts as they do not have a minimum requirement of screenings per year, they provide a low rate per screening, and the process is straightforward and secure.

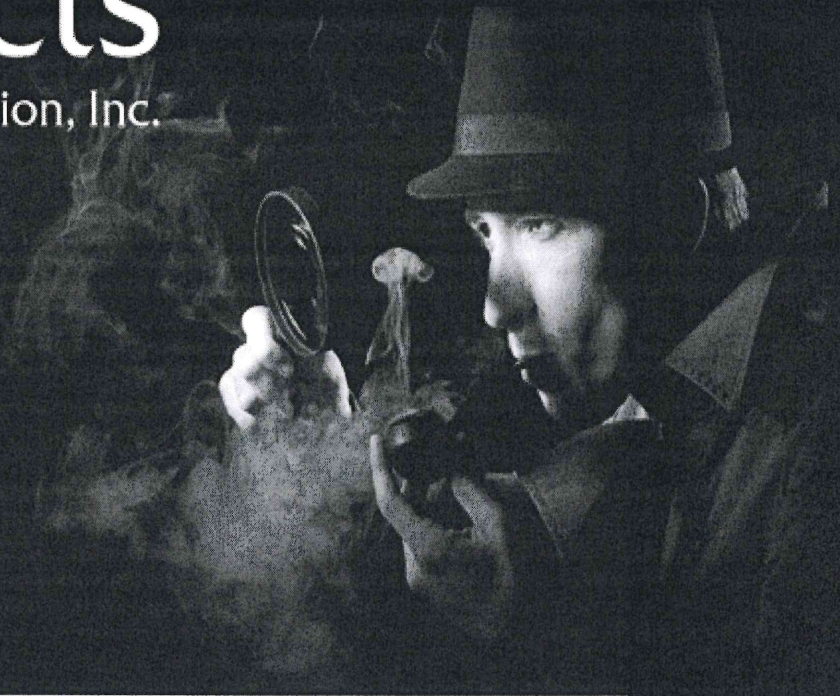
Ancel Glink has reviewed and revised this agreement, and the language changes have been approved by the business office at Justifacts.

Approval of this Credential Verification Service Agreement and exhibits, Client Application and New Client Profile is under New Business on the Agenda.

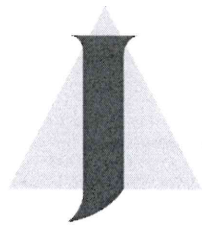


Justifacts

Credential Verification, Inc.



Justifacts Client Startup Package



Justifacts

Credential Verification, Inc.

Justifacts Credential Verification, Inc.

Last Revised on 01-08-2019

Attached you will find documents and information that you will need to get started with Justifacts. These include:

Credential Verification Service Agreement – This agreement needs to be completed and executed prior to initiation of services to client.

Exhibit A - Agreement to Abide By The Fair Credit Reporting Act (FCRA)

Exhibit B - Access Security Requirements

Exhibit C - Fee Schedule

Client Application

New Client Profile – The information you provide on the New Client Profile helps your dedicated account manager and his/her team to understand your company and your background screening preferences.

Information for your files – This information includes standard requirements under the FCRA. *Please carefully review the Notice to Users of Consumer Reports.* If you have questions regarding your obligations under the FCRA, please contact your Sales Manager.

Please complete and return the Credential Verification Service Agreement and exhibits, Client Application and New Client Profile

Remainder is for your records – please save/store for future reference

**Please feel free to call with any questions!
800-356-6885 x1605**

**Tim Hudec – Sales Manager
Justifacts Credential Verification, Inc.**

Justifacts Credential Verification, Inc Credential Verification Service Agreement

This Credential Verification Service Agreement (“Agreement”) is entered into and effective as of _____, 20____ (“Effective Date”), by and between **Justifacts Credential Verification, Inc.** (“Justifacts”), a Pennsylvania Corporation with offices at 5250 Logan Ferry Road, Murrysville PA 15668 and _____ (“Client”).

WHEREAS, Justifacts has certain specialized knowledge, experience and skills related to pre-employment background investigation/credential verification (herein after Verification Services); and

WHEREAS, Client desires to receive such Verification Services in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. OBLIGATIONS OF JUSTIFACTS.

1.1 Compliance with law. During the term of this Agreement, Justifacts will provide Verification Services in accordance with the Fair Credit Reporting Act (“FCRA”) and any applicable state laws. The Verification Services include all activities related to the creation of a consumer report or investigative consumer report, as defined in section 603 of the FCRA, concerning certain individuals who:

- a. Have applied for employment with the Client or who are currently employed by the Client; or
- b. Have entered into a business transaction with Client; or
- c. Have given written instructions specifying the purpose for obtaining a consumer report.

1.2 Service Initiation. Justifacts agrees to perform Verification Services for the Client upon receipt of a properly executed Credential Verification Service Agreement as well as an executed Agreement to Abide by the Fair Credit Reporting Act (Exhibit A). The Verification Services will be initiated by the Client via order entry into Justifacts online Internet based website, Justiweb, or via an integrated and secure connection between Justifacts and Client. Justifacts will only perform those services specifically requested by the Client.

1.3 Product Produced. Justifacts will electronically return a completed Background Screening Report (“Report”) detailing the results of the requested Verification Service(s) to the Client via the online Internet based system, Justiweb, or via an integrated and secure connection between Justifacts and Client.

1.4 Customer Support. Justifacts will provide Client with all levels of customer support, consistent with industry standards. Customer Service will be provided via live online chat,

inbound live telephone calls, inbound mail, inbound email and inbound fax during normal business hours, currently between 8:00 am Eastern time and 8:00 pm Eastern Time.

1.5 Data Security and Privacy. Justifacts shall maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate for the nature and scope of its activities, and the sensitivity of the information provided to Justifacts by Client; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by Client, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. At minimum, Justifacts shall comply with the Access Security Requirements set forth in Exhibit “B”. Justifacts is not responsible for any disclosure or compromise of such data due to Clients acts or omissions or resulting from use of Clients logins and passwords, due to no fault of Justifacts.

1.6 Record keeping. During the term of this Agreement, Justifacts shall maintain Reports on the Justifacts system for a minimum of seven (7) years in the active Justiweb database, and eight (8) to ten (10) years of data will be stored on cold storage. Following the expiration or termination of this Agreement, Justifacts will provide a reasonable opportunity to allow Client to: (i) download copies of any Reports, and/or (ii) obtain from Justifacts, at Justifacts then current fee, a disc or other similar media containing copies of Reports. After ten (10) years, Justifacts shall have no further duty to maintain copies of Reports for access by Client.

2. OBLIGATIONS OF CLIENT.

2.1 Exclusive Use. Client agrees that the information will be requested for Client’s exclusive use and shall not be resold. All consumer information will be held in strict confidence, except as permitted by law. Reports on applicants or employees will be requested only by Client’s designated representatives, identified in writing to Justifacts by Client. Employees of Client shall be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.

2.2 FCRA Compliance. Client will complete the Justifacts Agreement to Abide by the Fair Credit Reporting Act (“Exhibit A”) and acknowledges that they have received the following notices prescribed by the FCRA: (1) Notice to Users of Consumer Reports; (2) Summary of Consumer rights under the FCRA; and (3) Vermont Statute 9 V.S.A. § 2480e

2.3 GLB Act Compliance. The federal Gramm-Leach Bliley Act, 15 U.S.C.A. Section 6801 et.seq (2000), ("GLB Act") was enacted to protect the use and disclosure of non-public personal information, including, in certain instances, the use of identifying information only. Client agrees that it will comply with all GLB Act requirements as they apply to information provided by Justifacts and shall restrict the use of such information for employment or background screening purposes only.

2.4 Data Security and Privacy. Client shall maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Client size and complexity, the nature and scope of its activities, and the sensitivity of the information

provided to Client by Justifacts; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by Justifacts, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. At minimum, Client shall comply with the Access Security Requirements set forth in Exhibit “B”.

2.5 Legal counsel/advice. Client agrees that Justifacts is not engaged to provide legal advice and that it is incumbent upon the Client to engage its own legal counsel to ensure that they are in compliance with all requirements of the FCRA as well as all other applicable state and federal laws. Client acknowledges that Justifacts does not offer opinions on report content and that Client shall base its screening process on its own background screening policy. Any forms provided by Justifacts are for informational purposes only and not for the purpose of providing legal advice. Justifacts recommends that Client have all forms reviewed by legal counsel to determine the suitability for Clients specific situation.

2.6 Record keeping. Because of the unique nature of the Verification Services provided by Justifacts and requirements placed on Justifacts in obtaining information according to federal and state law and third-party contractual obligations, Justifacts may perform periodic audits or be required to supply verification that Client is in compliance with this Agreement. Except for those documents hosted on Justifacts system, Client agrees to maintain in its records a copy of all consent forms, disclosures and pre-adverse and adverse action notices for a minimum of 5 years and Client shall, upon reasonable notice, provide Justifacts or its designated representatives such documents to show compliance with its obligations in this Agreement.

2.7 Account Access. Client shall designate a primary contact (Contact) for the Justifacts account who shall be responsible for the administration and control of Clients account. The Contact shall identify and authorize all Client users and their level of access to the Justifacts system and will promptly notify Justifacts of any changes to users or access privileges.

3. **FEES.** Client agrees to pay Justifacts for providing Verification Services according to the Fee Schedule set forth in Exhibit “C”. If Client requests additional services not initially set forth in the Fee Schedule, such added services will be hereby incorporated into this Agreement at Justifacts then-current rate unless otherwise mutually agreed-upon in writing by the parties. Client acknowledges that it will be responsible for charges resulting from its data input errors, duplicate requests and request cancellations initiated after processing has commenced. Client shall pay all pass-through fees incurred from information sources (including but not limited to The Work#, National Student Clearinghouse, DMV, courts, etc) for release of information or records used in compiling the Verification Services. Such pass-through fees are subject to change without prior notice. If at any time there are any changes in laws or government regulations that increase Justifacts cost to provide services or reasonably requires additional services to be provided by Justifacts, or in Justifacts determination restrict its ability to reasonably continue to provide the service(s) in this Agreement, Justifacts may, upon providing prior written notice to Client: (i) add a reasonable fee or pricing change to cover the added costs of providing the affected service(s), and/or (ii) modify or cease providing the affected service(s). Justifacts will conduct annual audits of Client account to determine order history, number of reports

requested and criminal hit ratio (Number of reports with a criminal record/total number of criminal record reports requested). If the volume of requests does not meet anticipated levels, Justifacts may, upon providing 30-day prior written notice to Client, increase the cost of services provided to meet the actual volume of report requests. If the hit ratio for criminal records exceeds 25%, Justifacts may, upon providing 30-day prior written notice to Client, increase the cost of criminal record search requests to meet the higher rate of criminal records found.

4. **PAYMENTS.** Justifacts shall invoice Client on a monthly basis and Client will promptly review each invoice and notify Justifacts of any errors or disputes on or before the due date of such invoice. Within thirty (30) days of the date of an invoice from Justifacts, Client will submit payment for all undisputed amounts. Accepted forms of payment are check, ACH, and credit card ; funds remitted via credit card will be subject to a 3% fee on the gross invoice amount. If all undisputed amounts are not received by Justifacts by the due date, Justifacts may: (i) suspend Client's account until all delinquent payments are received, and/or (ii) charge Client a finance charge of 1½% per month or a minimum of \$1, whichever is greater, and/or (iii) charge a late fee of \$15 for all undisputed amounts outstanding over 60 days. In the event of a dispute regarding fees or charges, the parties will use reasonable efforts to discuss in good faith and come to an agreement regarding resolution of such dispute. All amounts to be paid herein will be in U.S. Dollars.

5. TERM AND TERMINATION.

5.1 Term. The term of this Agreement will be three (3) years from the date of this Agreement unless otherwise terminated as provided herein. The term of this Agreement shall automatically renew on a month-to-month basis until either party terminates the agreement by giving the other party not less than thirty (30) days written notice of termination before the end of the then current term.

5.2 Material Breach. For the purposes of this Agreement, Justifacts will be deemed to be in material breach of this agreement in that event that; (i) there are consistent or repeated material errors or inaccuracies with regard to the Verification Services provided by Justifacts of which Justifacts has prior notice from Client, and for which an opportunity to cure was provided; or (ii) Client receives repeated complaints from Client users regarding the Verification Services, Justifacts has notice of such complaints and such complaints are not resolved to the satisfaction of Client. For the purposes of this agreement, Client will be in material breach of this agreement in the event that (i) its determined that Client is not in compliance with any federal or state law concerning the request, use or dissemination of information contained in the consumer reports provided by Justifacts, (ii) information is being requested by Client users on themselves or on individuals who have not properly authorized the collection or use of the information (iii) information is being resold or (iv) Client fails to pay invoice within the agreed payment terms. If either party is deemed to be in material breach, the non-breaching party may terminate this Agreement immediately upon written notice that the material breach remains uncured fifteen (15) days after the breaching party's receipt of the written notice of the breach pursuant to Section 5.3 (i) below.

5.3 Termination. This Agreement may be terminated by the parties as follows: (i) Either party may terminate this Agreement at any time in the event of a material breach by the other party of any provision of this Agreement that remains uncured fifteen (15) days after the breaching party's receipt of written notice of the breach; (ii) Either party may terminate this Agreement immediately if the other party becomes insolvent, or is unable to pay its debts or perform its obligations when due, or enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of the United States or any state of the United States or transfers all of its assets to another person or entity.

6. **WARRANTY.** Each party warrants and represents to the other party that it has full power and authority to enter into this Agreement and to carry out its obligations hereunder. Justifacts warrants to Client that (i) Justifacts has the authority to perform the Verification Services; (ii) during the term of this Agreement, Justifacts will comply with all laws applicable to the performance of the Verification Services as well as preparation, content, licensing, distribution and transmission of the products or services offered for sale on the Justifacts website in each jurisdiction where such compliance by Justifacts is necessary. Client warrants to Justifacts during the term of this Agreement, Client will comply with all laws applicable to the Client in respect to the preparation, content, licensing, distribution and transmission and use of the Verification Services provided by Justifacts.

7. **INSURANCE AND INDEMNITY.**

INSURANCE. Justifacts agrees at its sole expense to procure and keep in force during the entire period of this Agreement, insurance of the type and in the amounts as follows:

A. Commercial General and Umbrella Liability Insurance

Justifacts shall maintain commercial general liability (CGL), and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Client shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Client. Any insurance or self-insurance maintained by Client shall be excess of Justifacts's insurance and shall not contribute with it.

If Client has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, Justifacts waives all rights against Client and its officers,

officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Justifacts's work.

B. Workers Compensation Insurance

Justifacts shall maintain workers compensation and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

C. Cyber Liability

Justifacts shall maintain cyber liability insurance. The liability limits shall not be less than \$1,000,000 for each occurrence.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Justifacts shall furnish Client with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Client prior to the cancellation or material change of any insurance referred to therein. Written notice to Client shall be by certified mail, return receipt requested.

Failure of Client to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Justifacts's obligation to maintain such insurance.

Client shall have the right, but not the obligation, of prohibiting Justifacts from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Client.

Failure to maintain the required insurance may result in termination of this Contract at Client's option.

Justifacts shall provide certified copies of all insurance policies required above within 10 days of Client's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Client has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Justifacts's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Client. At the option of the Client, Justifacts may be asked to eliminate such deductibles or self-insured retentions as respects the Client, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. SubContractors

Justifacts shall cause each subcontractor employed by Justifacts to purchase and maintain insurance of the type specified above. When requested by the Client, Justifacts shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

8. Client agrees to defend, indemnify and hold Justifacts harmless from any and all liabilities, damages, claims, and cost of defense or actions arising out of any claim (a) relating to the performance or breach of Clients obligations or responsibilities under this Agreement; (b) relating to the preparation, submission, dissemination or any information contained in a report under dispute by a consumer, provided that Justifacts promptly notifies Client of the consumer dispute and Client takes any adverse action against the consumer prior to receiving notification of the resolution of same from Justifacts. This indemnification and hold harmless provision will extend to damages, costs, and the expense of defending any claim against Justifacts. Justifacts will promptly notify Client of any suit or threat of suit that may obligate Client to indemnify Justifacts under the above provisions and be given reasonable opportunity to defend same. Justifacts will reasonably cooperate with Client with regard to the defense of any suit or threatened suit and Client will have authority to settle, pay or otherwise dispose of any such suit or threatened suit, subject to the approval of Justifacts, which approval will not be unreasonably withheld.

Justifacts agrees to defend, indemnify and hold Client harmless from any and all liabilities, damages, claims, and cost of defense or actions arising out of any claim (a) relating to the performance or breach of Justifacts obligations or responsibilities under this Agreement. This indemnification and hold harmless provision will extend to damages, costs, and the expense of defending any claim against Client. Client will promptly notify Justifacts of any suit or threat of suit that may obligate Justifacts to indemnify Client under the above provisions and be given reasonable opportunity to defend same. Client will reasonably cooperate with Justifacts with regard to the defense of any suit or threatened suit and Justifacts will have authority to settle, pay or otherwise dispose of any such suit or threatened suit, subject to the approval of Client, which approval will not be unreasonably withheld.

9. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, AND

10. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO (I) EACH PARTY'S INDEMNITY OBLIGATIONS HEREUNDER, (II) BREACHES OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 10, AND (III) ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, AND WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. **CONFIDENTIALITY.**

10.1 Confidential Information. “Confidential Information” will mean and refer to information about the disclosing party’s (or its suppliers) business or activities that is proprietary and confidential including but not limited to: (i) any and all information relating to the consumer reports created at the request of Client; (ii) any and all information contained in any usage reports or related to all terms and conditions of this Agreement and all attachments hereto; (iii) all business, financial, technical and other information of a party marked or designated by such party as “*confidential*” or “*proprietary*”; or (iv) information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential.

10.2 Exclusions. Confidential Information will not include information that (i) is in or enters the public domain without breach of this Agreement, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation or (iii) the receiving party knew prior to receiving such information from the disclosing party or (iv) the receiving party develops independently of the other party’s Confidential Information. The parties recognize and acknowledge that this Agreement is a “public record” as that term is defined in the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

10.3 Use and Disclosure Restrictions. Each party agrees (i) that it will not disclose to any third-party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement and (ii) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than a reasonable degree of care. Notwithstanding the foregoing, each party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law or (ii) on a “need-to-know” basis under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors or (iii) to the extent needed to complete the requested Verification Services.

12. GENERAL.

11.1 Modification. Any amendment, modification, supplement, or other change to any provision of this Agreement must be in writing and signed by both parties. All amendments or modifications of this Agreement will be binding upon the parties despite any lack of consideration so long as such amendments or modifications are in writing and executed by the parties.

11.2 Waiver. All waivers must be in a writing signed by the waiving party. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided in this Agreement, will not be considered a waiver for the future exercise of such provision or right. No waiver of any provision or right will affect the right of the waiving party to enforce any other provision or right in this Agreement.

11.3 Independent Parties. The parties to this Agreement are independent parties and nothing herein will be construed as creating an employment, agency, joint venture or partnership relationship between the parties. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, the other party.

11.4 No Assignment. Neither party may assign their obligations or rights under this Agreement without the other party's written consent, provided that either party may assign this Agreement without the other's consent to a successor in interest in the event of a reorganization, merger, consolidation, or sale of all or substantially all of its assets.

11.5 Compliance with Laws. Each party will comply with all laws, rules, and regulations of the United States. This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will be for accommodation only and will not be binding upon the parties hereto. All communications and notices to be made or given pursuant to this Agreement will be in the English language.

11.6 Jurisdiction. The Agreement will be governed by the internal laws of the state of Illinois without regard to conflict of laws provisions. The parties further agree that any court action relating to the enforcement of any judgment or seeking injunctive or other equitable relief will be brought in the Circuit Court of Cook County, Illinois.

11.7 Construction. Except as specifically provided in this Agreement, all notices required hereunder will be in writing and will be effective when received. This Agreement, including any exhibits attached hereto, constitutes the entire understanding and agreement with respect to its subject matter, and supersedes any and all prior or contemporaneous representations, understandings and agreements whether oral or written between the parties relating to the subject matter of this Agreement. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms. The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

The parties have duly executed this Agreement by the authorized signatures below.

Client: _____

Justifacts Credential Verification, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

E-Mail: _____

Date: _____

Date: _____

Exhibit A - AGREEMENT TO ABIDE BY THE FAIR CREDIT REPORTING ACT

Client certifies and agrees:

That it will comply with the Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996 (hereinafter FCRA) and all other applicable statutes, both state and federal.

That each request for a consumer report or an investigative consumer report is being obtained for the following purposes and for no other purpose:

(A) for employment purposes

(B) in connection with a business transaction involving the consumer, which is:

(C) In accordance with the written instructions of the consumer

That information will be requested only for the Clients exclusive use and will not be otherwise distributed or sold. Client shall use each Consumer Report only for one time use and shall hold the report in strict confidence, except to the extent permitted by law. Reports on employees will be requested only by Client's designated representatives. Client users are forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.

That each time a request for a consumer report and/or a investigative consumer report is made of Justifacts for **employment purposes**, Client has complied with §604(b)(1) and §604(b)(2) and will comply with §604(b)(3), §604(b)(4) and §606(a) of the FCRA and that each time a request for an investigative consumer report is made of Justifacts for any **any purpose**, Client will comply with §606(a) of the FCRA:

§604(b): (1) the consumer has been given a clear and conspicuous written disclosure, in advance (in a document that consists solely of the disclosure), that a consumer report may be requested for employment purposes; (2) the consumer has authorized the Client, in writing, to procure the report; (3) the information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation as well as any law providing consumer credit or consumer identity protection; (4) before taking adverse action, based in whole or in part on the report, Client will; (a) provide the consumer a copy of the report and a copy of "The Summary of Your Rights under the FCRA"; (b) allow the consumer a designated period of time to contact Justifacts if the consumer wishes to dispute any information in the consumer report; (c) provide the Justifacts contact information; and (d) provide a final adverse action notice to the consumer if a final adverse employment decision is made.

§606(a): (1) provide the consumer with a clear and accurate written disclosure, no later than three days after the report is requested, that a report may be made including information as to their character, general reputation, personal characteristics and mode of living; (2) provide the consumer a copy of the "Summary of Your Rights under the FCRA"; (3) provide a statement that the consumer has the right to request additional disclosures and to provide these disclosures when requested by the consumer.

That Client has received the following notices prescribed by the FCRA: (1) Notice to Users of Consumer Reports; and (2) Vermont Statute 9 V.S.A. § 2480e. It is incumbent upon the client to engage its own legal counsel to ensure that they are in compliance with all requirements of the FCRA as well as all state and federal employment law.

The individual whose signature appears below represents that they are authorized to enter into this agreement on behalf of the Client.

CLIENT

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACCEPTED BY

Justifacts Credential Verification, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit B - Access Security Requirements

We must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information. It is Clients responsibility to implement these controls. Justifacts reserves the right to make changes to the Access Security Requirements without notification.

Client understands that the access security requirements are comprehensive and that some requirements may not apply if reports are being stored on Justifacts system only and not electronically stored by me. In accessing the services provided by Justifacts, Client agrees to follow these security requirements:

1. Implement Strong Access Control Measures

- 1.1 Do not provide your account Access Codes or passwords to anyone. No one from Justifacts will ever contact you and request your Access Codes or password.
- 1.2 Proprietary or third party system access software must have Access Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Access Code / password be changed immediately when:
 - Any system access software is replaced by system access software or is no longer used;
 - The hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect Justifacts Access Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Access Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
 - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
 - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to Justifacts information systems must be configured with a 30 minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to Justifacts information.
- 1.12 Ensure that personnel who are authorized access to Justifacts information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your client application.
- 1.13 Ensure that you and your employees do not access your own background/credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a business transaction or for another permissible purpose.
- 1.14 Implement a process to terminate access rights immediately for users who access Justifacts information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15 After normal business hours, turn off and lock all devices or systems used to access Justifacts reporting systems and information.
- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain background reporting and credit information.

2. Maintain a Vulnerability Management Program

- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
 - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
 - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
 - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
 - Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
 - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
 - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
 - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All Justifacts background reporting and credit data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all Justifacts reports and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

4. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

5. Build and Maintain a Secure Network

- 5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
- 5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

6. Regularly Monitor and Test Networks

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 6.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access Justifacts systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
 - protecting against intrusions;
 - securing the computer systems and network devices;
 - and protecting against intrusions of operating systems or software.

Exhibit C – Fee Schedule

Justifacts Credential Verification, Inc Background Check solution includes:

Service	Price	
Background Check Package		
County Criminal Court Search*	\$13.00	per name
National Criminal Database** <i>(Includes Sex Offender Registry, OFAC, SAM/EPLS and more)</i>	\$8.00	per name
Federal District Criminal Court Search	\$6.00	per name
Social Security Trace (Name & Address Verification)	\$2.50	

Base Total: **\$29.50**

Individual Options *Add any of the below searches to a package or order individually*

1	Individual County Criminal Court Search*	\$13.00	per name
2	State Criminal Record Check*	\$13.00	per name
3	National Criminal Database Search**	\$8.00	per name
4	Federal District Criminal Court Search	\$6.00	per name
5	Global Vigilance Search	\$1.50	per name
6	Motor Vehicle Record Check*	\$4.25	per record
7	Confirmation of Degree/Education*	\$8.00	per degree
8	Professional License Verification	\$8.00	per license
9	Basic Employment Verification* <i>(dates of employment, job title, salary, reason for leaving, rehire eligibility)</i>	\$11.00	per employer
10	Comp Plus Employment Verification* <i>(Basic Employment plus supervisor interview)</i>	\$15.00	per employer
11	Credit Check (Experian)	\$9.00	per report
12	5 or 10 Panel Drug Test-Urinalysis***	\$32.00	per test

Service	Price
Account set-up and access levels for unlimited Client users	Included
Online report ordering and retrieval	Included
Online Applicant web portal	Included
Online Administrative Reports	Included
Online Adverse Action Letters	Included
Online Resource Center	Included
ATS/HRIS integration	Included
U.S. Based Customer Support (Telephone, email, live chat)	Included
Automated status notifications	Included
Individualized Assessment Tool	Included

Optional Features:

Applicant Tracking System
Electronic I9 System
Employee Monitoring System
Adverse Action Letter Handling
CA applicant check box/AB 1068 report delivery
Order Entry
System Customization options

*Fees levied by Federal, State, County and other governmental agencies for searches undertaken will be passed through to Subscriber in addition to the fees charged by Justifacts. Such fees may include case copies associated with records found, administrative fees, and/or third-party fees. Additional criminal searches including counties added by Subscriber outside of those found by the social trace, including aliases and maiden names will be billed at a la carte rates.

*Fees levied by educational institutions and/or employers and those who have retained third party vendors to respond to requests for verifications of education and employment will be passed through to Subscriber in addition to the fees charged by Justifacts.

**National Criminal Database: if a criminal record is indicated on the National Criminal Database search, the appropriate county criminal record search will *automatically* be added at the additional county search cost.

***Drug/Medical Testing Pricing:

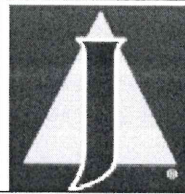
In Network : All drug/medical testing performed at In Network collection facilities (LabCorp or Quest owned Patient Service Centers or other laboratory-owned and managed collection facilities authorized for Subscriber's use, but excluding laboratory preferred third party network collection sites) includes the cost of specimen collection, laboratory testing and MRO review.

Preferred Third Party Network Fee: The "Preferred Network" drug/medical testing service fee is incurred when using a Preferred Clinic Network facility.

Out of Network Fee: The "Out of Network" drug/medical testing service fee is incurred when using collection facilities that are Out of Network (i.e., not pre-established and authorized for Subscriber's program).

There is a one-time \$65 start-up fee and a \$0.25 security/compliance fee per each report requested

Client Application



Justifacts Credential Verification, Inc.
5250 Logan Ferry Road
Murrysville, PA 15668
PH (412) 798-4790 FX (412) 798-4799

Date of Application: _____

Important: All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing.

General Company Information

Company Name: _____ Years in Business: _____ Yrs _____ Mo

Type of Ownership (indicate one): Partnership Sole Owner Nonprofit Corporation LLC LLP

Do you have any other company name(s) or dba? Yes No If Yes, please list: _____

Please describe the nature of your business:

FEIN Number: _____

State of Incorporation: _____

Physical Street Address (no. P.O. box numbers, please): _____

City: _____ State: _____ ZIP: _____ How Long: _____ Yrs _____ Mo

Corporate Phone: (847) 297-2510 Fax: () _____ Is this a **residential** address? Yes No

Previous Address: _____

City: _____ State: _____ ZIP: _____ How Long: _____ Yrs _____ Mo

Do you own or lease the building in which you are located? (please check one) Own Lease

Primary Contact

Contact Name: _____

Title or Position: _____ Phone: () _____

Supervisor Name: _____ Supervisor Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Affiliated or Parent Company Information

Affiliated or Parent Company Name: _____

Contact Name: _____ Title: _____

Address: _____ Phone: () _____

City: _____ State: _____ Zip: _____

**Justifacts Credential Verification
Membership Application – Continued**

Permissible Purpose/Appropriate Use	(Application will not be processed unless this information is provided.)
Please describe the specific purpose for which Justifacts product information will be used. (What will you do with the information obtained?)	
This section <u>MUST</u> be completed. Provide additional Detail if Necessary	
<input checked="" type="checkbox"/> Employment Background Screening	
<input type="checkbox"/> Tenant Background Screening	
<input type="checkbox"/> Other – Provide Detailed Description of Purpose	

I certify that my business is not included on the list of “**Unauthorized End Use Business Types**”. I have read and understand the “**Notice to Users of Consumer Reports**” and the “**Access Security Requirements**” and will take all reasonable measures to enforce them within my facility. I understand that the access security requirements are comprehensive and that some requirements may not apply if reports are being stored on Justifacts system only and not electronically stored by me. I certify that I am the end user of all information provided by Justifacts Credential Verification and will use this information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I will not resell the report to any third party. I understand that if Justifacts’ system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

Company Name

Type or Print Name of Authorized Person

Title

Authorized Signature

Date



Please complete the New Client Profile. As a client of Justifacts, your organization will have an Account Manager that is assigned to process your requests. He or she has a team of research specialists that will handle each facet of your order. The New Client Profile will help the Account Manager process your requests based on your preferences. Once we receive your first job, we will provide you with the name and contact information for your Account Manager.

1. How did you hear about Justifacts?

2. How many employees and or contractors are employed by your company?

3. Approximately how many applicants / existing employees do you anticipate ordering background reports for each month?

4. Does your company extend a job offer to the applicant prior to conducting the background search?

Yes No

5. When do you anticipate sending in your first job?

6. Will you provide us with the applicant's Date of Birth information as requested on the applicant release?

Yes No (please note: With your permission Justifacts will contact the applicant to obtain the date of birth for you. That information will be kept confidential at Justifacts)

7. Will Justifacts have permission to call the applicant when we need information that may be lacking in their application or resume? Yes No

8. Most of Justifacts background search packages include one county and/or state criminal record search. If additional addresses are located on an address information search or indicated by the applicant, would you like your account manager to automatically search criminal records for all addresses lived in the last 7 years at an additional charge? Yes No

9. Would you like Justifacts to conduct a criminal record search for all names and/or alias' used at an additional charge? Yes No

***Note: Justifacts recommends that you conduct criminal record searches for all names to assure an accurate search.**

10. Do you want an email confirming our receipt of your request? Yes No

11. In which State or States will the employees you hire be working? (Please note that State laws governing hiring practices differ in each state. This information will be used to determine which state will impact the information we report.)

12. Do you want an email confirming our receipt of your request and upon completion of the report?

Yes No

13. Do you want Justifacts to notify you when a search you request requires us to use an automated system which results in an additional fee? Yes No

14. How do you prefer to submit your jobs to Justifacts?

Justiweb (online) Electronic Candidate Portal File Upload System Fax

15. Please indicate the name of any specialized HR software used in your hiring process.

16. Beside yourself, will there be any other authorized users of the system? Also, is tiered access needed? If so, please provide the following information, job titles and what capacity they interact. (**Administrative:** can see/retrieve all reports entered by all users. **Regional:** can see/retrieve their own reports and Divisional user reports. **Divisional:** can only see/retrieve orders that they entered.) Please indicate if listed users are authorized to add new users to access the Justiweb system.

Name: _____ **Title:** _____
Email Address: _____
Phone Number: _____ **Fax Number:** _____

Access: Administrative Regional Divisional
Access to Credit Report Information (if requested) Yes No
Authorized to add new users Yes No

Name: _____ **Title:** _____
Email Address: _____
Phone Number: _____ **Fax Number:** _____

Access: Administrative Regional Divisional
Access to Credit Report Information (if requested) Yes No
Authorized to add new users Yes No

(Repeat as necessary)

17. To whom should Justifacts invoices be sent? Please include:

Name: _____ **Title:** _____
Email Address: _____
Phone Number: _____ **Fax Number:** _____
Mailing Address: _____

18. Do you prefer to receive the invoice via email or US Mail?

Email Regular Mail

19. Is your company interested in either a demonstration of or additional information regarding the applicant tracking system that Justifacts offers free of charge to our clients? Yes No

20. Is your company interested in either a demonstration of or additional information regarding the Electronic Form I-9 system that Justifacts offers to our clients? Yes No

21. Does your company utilize any email filters that will potentially block or prohibit your Justifacts account manager from reaching you via email? Yes No

22. How does your company plan on handling the adverse action process?

- We plan on completing the process internally
- We plan on using Justiwebs' built in feature to complete the process
- We plan on having Justifacts complete the process using standard mail (At an additional charge)
- We plan on having Justifacts complete the process using certified mail (At an additional charge)

23. For California, Minnesota and Oklahoma Applicants – Who is responsible for providing a copy of the background report to the applicant if the required Check Box on the Background Investigation Waiver is checked by the applicant requesting a copy of the report?

Client Justifacts (At an additional fee)

Unauthorized End User Business Types

Justifacts periodically utilizes outside services to provide information requested as part of a background investigation. These services require that you provide a certification that you are not one of the following excluded entities. Businesses coming under any of the following categories may be excluded from receiving certain types of information.

Adoption Search Firms
Adult Entertainment service of any kind
Asset Location Services
Business operating out of a residence except where provided in policy
Bail Bond Enforcement or Bounty Hunter
Check cashing
Companies or Individuals identified on Experian Customer Alert List
Condominium/Homeowners Associations(unless acting as a tenant screener)
Country Clubs (Except for Employment screening)
Credit repair companies, Credit Clinics or For Profit Credit Counseling
Credit repair clinic or any type of company involved in credit repair activity
Dating service
Diet Centers
Financial counseling (except housing counseling agencies)
Future services (i.e., health clubs, continuity clubs, etc.), except health clubs (spas) human resource departments for employment screening
Genealogical or heir research firm
Internet People Locator Service
Investigative Companies, including Private Investigators and detective agencies except those licensed for – and exclusively practicing, investigative work for employment purpose
Law Enforcement (Except for Employment Screening)
Loan Modification Companies
Media agencies, News agencies or Journalists
Non-governmental agency or business associated with collection of child support
Pawn shop
Company that handles third party repossession
Company or individual involved in spiritual counseling
Subscriptions (magazines, book clubs, record clubs, etc.)
Timeshare (unless proof of credit extension is procured)
Any company or individual listed as a Specially Designated National on the Office of Foreign Asset Control (OFAC) website



As you may be aware, the information which you request and we provide is classified as a “consumer report” or “investigative consumer report” and is governed by the Fair Credit Reporting Act (FCRA). The FCRA provides protections and responsibilities to those who use information (our Clients), those upon whom the information is about (applicants or “consumers”) and those who provide information (Justifacts). The full text of the FCRA, as amended, may be found on the Internet at: <http://www.ftc.gov/sites/default/files/fcra.pdf>

The following information provides details of your obligations under the FCRA. Please read the information carefully to ensure you understand the requirements that the FCRA places on you when you decide to include background information in your hiring process. Included are:

- Notice to users of consumer reports: Obligations of users under the FCRA
- Summary of Consumer rights under the FCRA
- Vermont Statute 9 V.S.A. § 2480e

When requesting and using a background report, there are specific documents that must be presented to the subject of the report, depending on the purpose being requested. These include the following:

- A. Consumer Report Disclosure
- B. State Law Notices
- C. Authorization to Conduct Background Investigation
- D. Pre-Adverse Action Letter – Re: Employment
- E. Adverse Action Letter

In addition to these documents, depending on the location of your facilities and applicants, there may be additional forms required. These include, but are not limited to:

- Notification and Authorization to Obtain Credit Report in California
- Notice to Obtain Credit Reports in Vermont

Justifacts can provide sample documents upon request. Contact your Sales manager for more information.

Due to the amount of regulation involving consumer reports (FCRA, EEOC, state law, etc), Justifacts strongly recommends that you consult with your legal counsel and other appropriate personnel to develop/review/implement a background screening policy and an adverse action process.

None of the information contained herein should be construed as legal advice, nor is Justifacts engaged to provide legal advice. Although we go to great lengths to make sure our information is accurate and useful, we recommend you consult your attorney or legal department if you require assurance that our information, and your interpretation of it, is appropriate to your particular situation. It is important that you work with your legal counsel to ensure that your policies and procedures related to the information received from Justifacts is in compliance with all applicable state and federal laws.

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's Website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a

telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Consumer Financial Protection Bureau by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's Web site, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

<p>States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:</p> <p>TYPE OF BUSINESS:</p>	<p>CONTACT:</p>
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>

Vermont Statutes

Title 9: Commerce and Trade

Chapter 63: CONSUMER PROTECTION

Sub-Chapter 03: Fair Credit Reporting

9 V.S.A. § 2480e. Consumer consent

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

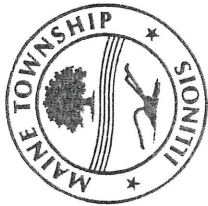
(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission. (Added 1991, No. 246 (Adj. Sess.), § 1.)



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Ph: (800) 356-6885
Fax: (412) 798-4799
www.Justifacts.com

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Peter Gialamas

Clerk

CLERK'S SERVICES FOR THE YEAR 2019

Supervisor
Laura J. Morask

Clerk
Peter Gialamas

Assessor
Susan Moylan Krey

Highway Commissioner
Walter Kazmierczak

Trustees
Kimberly Jones
David A. Carrabotta, Esq
Claire R. McKenzie
Susan Kelly Sweeney

General Offices
1700 Ballard Road
Park Ridge, Illinois 60068
847-297-2510
847-297-1335 Fax

Highway Department
1401 Redeker Road
Des Plaines, Illinois 60016
847-297-5225
847-297-8723 Fax

Month	Voter Registr.	Vehicle Stickers	Handic. Cards	Hunting & Fishing	RTA Passes	Passport Applic.	Neighbor Neighbor	Notary Public	Garbage Stickers	MaineLines Tickets	TOTAL
January	0	126	1	0	12	300	0	6	23	167	635
	1	174	3	0	32	422	0	11	15	110	768
February	0	165	2	0	24	250	0	16	35	102	594
	2	150	5	0	37	304	0	14	16	20	548
March	0	148	3	13	36	340	0	16	89	63	708
	0	190	7	34	15	451	0	17	39	77	830
April	0	142	2	26	29	291	530	32	287	87	1426
	0	133	3	41	23	325	0	15	103	132	775
May											
June											
July											
August											
September											
October											
November											
December											
TOTAL	14	11,380	42	139	373	3,299	1,096	191	2,113	1,363	20,010

* The numbers in the second row indicate services provided in the year 2018

MAINESTAY YOUTH & FAMILY SERVICES

MAY 2019 BOARD REPORT

RICHARD LYON, DIRECTOR

AGENCY DAY

Our 37th annual Maine Township Agency Day was held on Friday, May 3. We met our goal of making this event the first profitable Agency Day in its 37-year history. While we typically spend an average of \$1,800 on the event, this year we made a profit of \$760, a net difference of over \$2,500. We had another record-breaking attendance this year (142 people) with over 90 different organizations represented. By implementing several changes to the program, we have been able to nearly triple attendance over the past four years. This year we accepted credit card payments for the first time. This was an immensely helpful change that received positive feedback from attendees with 83% of registrants paying by credit card. With fewer checks to process or payments to track down, this also significantly reduced staff time spent on the event. Special thanks to Chicago Behavioral Hospital, Des Plaines Community Foundation, Rosecrance Health Network, Gateway Foundation, Trinity Services, Jeffrey A. Rabin & Associates, and Asbury Court for being event sponsors.

Here are select comments from participants:

"I really enjoyed Maine Township Agency Day because it gives me chances to network with other agencies that can help me find services for the people we service."

"Always a great event – Thanks!"

"Great presentation and incredible opportunity to network. Thank you!"

"Thankful for support and for the event. Great networking opportunity."

"Thank you. Dr. Skiba was awesome!"

"Excellent presentation."

"Thank you for organizing this event!"

"Great event & important topic!"

"Thank you for putting on a wonderful event!"

FEATURED STORY OF THE MONTH

We recently conducted an intake by phone with the mother of a high school student who had posted a message on social media about wanting to kill himself on his birthday, which was a few days away. We referred the family to the hospital for further assessment and potential inpatient care and had the student come to our offices to meet in person with our Assistant Director, Anna Lydka, so she could further assess for risk of suicide. We reached out to his school to make sure they were aware of the concern, especially considering the specific nature of the threat, and Anna agreed to take him on as a new client right away in spite of our usual waiting list for services. The school was aware of the situation and his social worker sent us a nice email response (included on next page). The student thankfully did not follow through on the threat and his birthday passed without incident. He was willing to talk about his concerns and accept the help he needed surrounded by support from his family, school, and mental health professionals.



Wed 4/24/2019 7:42 AM

Cris Villalobos <cvillalobos@maine207.org>
[REDACTED]

To: Richard Lyon
Cc: Anna Lydka

Good morning Richard and Anna,

This is great news! Thank you so much for sharing this information and I continue to be so impressed with you and the staff at MaineStay (which is why I like to send my students there).

I will look for the release and please let me know if should have any questions or other concerns.

Have a great day!
Cris

COMMUNITY EDUCATION SEMINARS/PROFESSIONAL DEVELOPMENT WORKSHOPS

On May 7, in recognition of Mental Health Awareness Month, we hosted a community education event in partnership with Mental Health America of the North Shore and NAMI Cook County North Suburban entitled *Voices Found: Teens Talk About Mental Health*. This presentation included research on what teens have to say about mental health; a panel discussion with a teen who has experience with mental health issues, a parent, and a mental health professional; and an audience Q&A period. We collected in-kind donations at this event to support the community programs offered by Mental Health America of the North Shore.

SUMMER CAMP

We are accepting applications for our Adventure Maine Township Summer Camp program for at-risk youth ages 8-13. The first camp session will be held June 17-27, and the second camp session will be held July 8-18. Parents are able to submit their applications and documentation online through our website for the first time this year and we have already received nineteen applications this way.

COUNSELING

MaineStay had 13 new counseling intakes in April. We had 102 ongoing cases and now have a total of 115 cases in our affordable strength-based counseling program. We currently have a waiting list of 18 clients.

PSYCHIATRIC SERVICES

We are currently working with a total of 76 active psychiatric clients.

MAINESTAY E-NEWSLETTER

MaineStay began using email marketing as a cost-effective way of communicating with our community in February 2009. Our first e-newsletter was sent to 247 people and our list has now grown to over 3,700 subscribers.

COMMUNITY INVOLVEMENT

During April, I attended the Des Plaines Ministerial Association Meeting and AITCOY Executive Meeting.

MAINSTREAMERS HIGHLIGHTS

April 2019

Marie Dachniwsky, Director

In the month of April, we had a variety of events planned for our members. A few of the highlighted events are: The “Swing into Spring” Senior Expo and “History of the Little Black Dress”, presented by Leslie Goddard.

Swing into Spring Senior Expo

On April 25th, 90 vendors exhibited their services to seniors who attended this event. This was the MaineStreamers 13th year offering this Senior Expo to township residents, as well as visitors from all over the Northwest suburbs. This year’s Expo featured early bird bingo, sponsored by Athletico, free Zumba class for beginners and a senior scam prevention program, sponsored by the Park Ridge Police Department. Musical performers Denny Diamond and Maureen Christine brought their talents together to put on a wonderful show in the afternoon. The Senior Expo connected 90 vendors with hundreds of residents, providing health screenings, information from businesses and organizations that provide services and products to make senior life better, all under one roof. Residents were able to sign up for raffle drawings, featuring over 20 prizes, such as gift cards to local restaurants, theatre tickets and three \$100 Visa gift cards.

Day Trips - In the month of April we had four fun daytrips.

“*Anastasia*”, members were able to enjoy this beautiful Broadway show at the Oriental Theatre. Prior to the show they enjoyed lunch at Weber Grill in Chicago. 55 members enjoyed the “*Chicago Catholic Gangster Tour*”. This fun tour started at Holy Name Cathedral and learned the history of the relationship between the Catholic Church and the Chicago Mafia. They enjoyed a lunch at the Green Door Tavern, a former speakeasy in the River North neighborhood. Members enjoyed a wonderful evening production of “*Bridges of Madison County*” at Evanston’s new Cabaret Theatre, Theo Ubique. Our final trip for April was “*Menopause the Musical*”, at the Fireside Theatre, Fort Atkinson Wisconsin. This hilarious musical parody, set to classic tunes from the 60’s, 70’s and 80’s, had members laughing and dancing in the aisles.

Informative: “The History of the Little Black Dress” presented by Leslie Goddard

We had 66 members attend this month’s Informative program. The Little Black Dress has become part of fashion history. Leslie Goddard explored the history of this fashion icon, how Chanel helped dissociate black from mourning and how Audrey Hepburn helped establish the Little Black Dress. One of our 96-year-old members actually came dressed in her original 1930’s Little Black Dress.

Matter of Balance Class

Many older adults experience concerns about falling, which may restrict their activities. In April we completed this 7-week class. A “Matter of Balance” is an award-winning program designed to improve fall awareness and increase general activity levels. Monika and Oksana have been certified to teach this class. Attached are evaluations from members that participated in this class.

MAINSTREAMERS 2019 STATISTICAL REPORT - APRIL 2019

	NO. OF PARTICIPANTS	YEAR TO DATE	INCOME	EXPENSES	TOTAL
RECREATIONAL PROGRAMS					
Bingo (Monthly)	40	158	\$200.00	\$140.23	\$59.77
Day at the Races (Monthly)	37	150	\$228.00	\$177.99	\$50.01
Movie of the Month (Monthly)	70	226	\$140.00	\$1.75	\$138.25
Pinochle Tournament/Social	8	67	\$0.00	\$0.00	\$0.00
Women's/Mens Breakfast (Alternating Months)	18	58	\$216.00	\$249.84	(\$33.84)
Twilight Dining Outing (Alternating Months)		87			\$0.00
Fishing Events/Banquet (6 Times a Year)	8	8	\$0.00	\$0.00	\$0.00
Intergenerational Fishing Outing (Twice a Year)					
Book Review (3-Times a Year)					
HEALTH/INFORMATIVE					
History of Little Black Dress/ Springtime Crafting	75	258	\$642.00	\$624.31	\$17.69
FITNESS CLASSES					
Senior Aerobics (8 week sessions)	34	67	\$990.00	\$702.50	\$287.50
Yoga (8 Week-Sessions)	14	28	\$840.00	\$1,000.00	(\$160.00)
Zumba Gold (8 Week Sessions)	31	57	\$1,240.00	\$524.00	\$716.00
Zumba Gold Toning (8 week Sessions)	cancelled	8	\$180.00	\$180.00	\$0.00
Chair Yoga (8 Week Sessions)	13	27	\$481.00	\$444.00	\$37.00
Matter of Balance Exercise Class	7	7	\$135.00	\$30.00	\$105.00
CLASSES/PROGRAMS					
Computer Class (Alternating Months)		12			\$0.00
Matter of Balance (8 Week Class- Bi- Yearly)	15	15	\$270.00	\$227.19	\$42.81
Rules of the Road (3- Times a Year)		20			
Defensive Driving Course (Held Quarterly)		22			
Meditation	cancelled				
LUNCHEONS					
		305			\$0.00
ANNUAL SPECIAL EVENTS					
Senior Expo	800	800	\$18,950.00	\$9,486.18	\$9,463.82
MISCELLANEOUS EVENTS					
		46			
DAY TRIPS					
	177	576	\$16,832.00	\$16,410.70	\$421.30
LONG DISTANCE TRIPS					
	4	8	\$606.88	\$0.00	\$606.88
SENIOR MAILING (Bi-Monthly)					
	24	48	\$0.00	\$45.00	(\$45.00)
NEWCOMERS PRESENTATION (Alternating months)					
	14	52	\$0.00	\$18.00	(\$18.00)
ADVISORY COUNCIL MEETING (Held Quarterly)					
		18			
TOTAL	1389	3128	\$41,950.88	\$30,261.69	\$11,689.19
NEW MEMBERS	35	139	Average Age	71 years old	

Park Ridge, Illinois 60068

April 18, 2019

Maine Township Board

1700 Ballard Road

Park Ridge, Illinois 60068

To Whom It May Concern:

I would like to go on record stating that I have thoroughly enjoyed taking the "Matter of Balance" program/classes. I know that with normal aging, people lose their balancing ability. Kudos to you for recognizing that strengthening balancing skills is important for senior citizens to prevent injury and providing this class. Though I do not have a balancing problem at this time, I took the class in order to strengthen my balance.

The leaders were knowledgeable in the material being presented each week and embellished their lessons by bringing other experts in this area to meet with us. The instructors were very professional, understanding, caring and accommodating to everyone in this class. Monika Jaroszewicz and Oksana Bukaczyk are to be commended for a job well done.

It is my intention to continue with this group through the Balance Exercise Group.

I just took a class "Matter of Balance"

The booklet, the exercises, the information, the discussions but especially the leaders were very good. They helped make us aware of our strengths and our limitations. The exercises are doable and very helpful.

I fully expect to take more classes of this kind in the future.

April 17, 2019

**Maine Township Board
1700 Ballard Road
Park Ridge, IL**

I am writing this note after completing the “A Matter of Balance” class.

I was pleasantly surprised and impressed with the class. Monika and Oksana did a great job of teaching the exercises, but more so in convincing us that doing these will Improve our balance.

It is my intention to continue with the exercises.

Sincerely,

**1491 Ashland Ave
Des Plaines, IL**

General Assistance Monthly Report

April 2019

Austin Kelso

General Assistance:

April 2019 had one new GA client opened and two ongoing clients closed, resulting in our number of active clients fluctuating from 24 to 23.

LIHEAP/CEDA Programs:

We met with individuals 114 times pertaining to LIHEAP and CEDA programs in April 2019. The end of May is generally the deadline for CEDA program appointments unless funds through CEDA are still available into June. We anticipate finishing with the programs at the end of May, concluding this year's LIHEAP season. We are extremely proud of our staff for putting in the hard work of keeping up with all of their LIHEAP appointments. This has resulted in Maine Township keeping our honored tier 1 status with CEDA, due to the experience and low denial percentage that CEDA has come to trust from our staff. A thank you letter from one of our clients showing appreciation for our Assistant Director, Kathy Sabbini is attached at the end of the report (name withheld for anonymity and privacy).

Advocacy/QMB, Snap, and Medicaid:

In April 2019 we had 112 meetings with individuals pertaining to QMB, Medicare, Medicaid, and SNAP (food stamps). 5 meetings were helping individuals through the QMB (supplementing Medicare) program and 107 meetings were pertaining to both SNAP (food stamps) and Medicaid. Separately, we met with individuals 29 times to conduct SHIP, Medicare, and Medicare Part D interviews. This month we also referred individuals to the proper organization on

69 occasions, providing great client service and ensuring that our residents get the best possible help they can with whatever they need.

Access to Care:

We completed one intake interview for Access to Care in the month of April.

Benefit Access:

We met with individuals on 108 occasions pertaining to the Benefit Access program in April, thus ensuring that our eligible clients save money on their license plate stickers and RTA passes. This number is up 14 from the prior month.

MaineLines:

We sold 87 MaineLines vouchers in the month of April. This saved our clients enrolled in the program a total of \$348 on their cab rides to and from the Maine Township area during the month.

The Reilly-Bialczak Scholarship Fund:

Applications pertaining to the Scholarship Fund have been accepted since April 2nd. So far in partnership with MaineStay Youth & Family Services, we are in the process of approving 4 different families and helping them send their children to their local Park District Summer Camps. There are 8 children between these families hoping to attend camp this summer. Our Case Manager, Luz Meneses has been doing a wonderful job helping them through the application process. The opening of this program signals a reminder that summer is fast approaching!

4-10-19

Dear Kathy

Thank you very much for help me
to apply for LIHEAP program.

This has been a challengin time
and I appreciate You so much.

God bless for You and family

STATISTICAL REPORT
GENERAL ASSISTANCE DEPARTMENT
April 2019

I.	<u>GENERAL ASSISTANCE CASES</u>	
	1. CASES OPENED	<u>1</u>
	2. CASES ONGOING	<u>24</u>
	3. CASES PENDING	<u>0</u>
	4. CASES CLOSED	<u>2</u>
	5. TOTAL INDIVIDUALS RECEIVING GENERAL ASSISTANCE	<u>23</u>
II.	<u>ADVOCACY:</u>	
	1. QMB – QUALIFIED MEDICAL BENEFICIARY PROGRAM	<u>5</u>
	2. GENERAL PUBLIC AID ADVOCACY (TO INCLUDE SNAP, CASH ASSISTANCE AND MEDICAID)	<u>107</u>
	3. COMMUNITY RESOURCE ADVOCACY REFERRALS	<u>69</u>
III.	<u>SUBURBAN PRIMARY ACCESS TO CARE INTAKE:</u>	
	1. MONTHLY INTERVIEWS/APPLICATIONS FILED	<u>1</u>
IV.	<u>SENIOR INFORMATION AND ASSISTANCE:</u>	
	1. SHIP, MEDICARE, AND MEDICARE D INTERVIEWS	<u>29</u>
	2. BENEFIT ACCESS MONTHLY APPLICATION INTERVIEWS	<u>108</u>
	3. FREE TELEPHONE /BILL REDUCTION APPLICATION INTERVIEWS	<u>3</u>
	4. VETERANS ADMIN. ASSIST REFERRAL	<u>0</u>
	5. SECTION 8 HOUSING	<u>2</u>
V.	<u>CEDA PROGRAMS/ LIHEAP – ENERGY ASSISTANCE APPLICATION INTERVIEWS</u> (which includes Hardship, Share the Warmth, PIPP, DVP, RA [Reconnect Assistance], Furnace, and Weatherization).	<u>114</u>
VI.	<u>MAINELINES (MAINE TOWNSHIP TAXI CAB VOUCHER PROGRAM)</u>	
	1. NEW APPLICATIONS ACCEPTED	<u>0</u>
	2. MONTHLY INTERVIEWS	<u>6</u>
	3. MAINELINES TICKETS SOLD THIS MONTH	<u>87</u>
	4. TOTAL MONEY COLLECTED FOR TICKETS SOLD (YEAR TO DATE) (MARCH 1 ST -FEBRUARY 28 TH)	<u>\$150</u>



Board Report for April/May 2019

Marty Cook

Friday Night Recovery Meeting Attendance:

- We continue to see strong support for our meeting via community based treatment referrals

April 19 th , 2019	42 Participants
April 26 th , 2019	48 Participants
May 3 rd , 2019	55 Participants
May 10 th , 2019	60 Participants
May 17 th , 2019	40 Participants

Monday Night Community Service, Holy Family Hospital:

- Ten (10) Recovery Connection volunteers spoke with 35 young adult patients in treatment at Holy Family Hospital.

Community Outreach:

- MTRC staff spoke with three (3) parents in the community and advised them on our program as well as alternative solutions for their children we are struggling with addiction
- MTRC Staff and (26) participants attended Game works in Schaumburg for an event after the Friday Night meeting.
- MTRC staff member (Nick Kanehl) shared his experience, strength and hope as well as advised on our program to over 40 patients in recovery at a local treatment centers.
- MTRC staff and (10) participants ran in the local Harry O'Brien 5k Fund run in Park Ridge.
- MTRC staff (Nick Kanehl) found housing for two (1) clients who needed help to find a sober living home.

MTRC continues to see strong attendance at its Friday night pre-meeting therapeutic Yoga:

April 19 th , 2019	8 Participants
April 26 th , 2019	11 Participants
May 5 rd , 2019	9 Participants
May 10 th , 2019	9 Participants
May 17 th , 2019	8 Participants

MTRC continued its partnership with CrossFit Park Ridge with classes every Tuesday, Thursday (5:30 P.M.) and Saturday (Noon) with strong support and growing attendance:

April 16 th , 18 th , 20 th , 2019	25 Participants
April 23 rd , 25 th , 27 th , 2019	22 Participants
April 30 th , May 2 nd , 4 th , 2019	20 Participants
May 7 th , 9 th , 11 th , 2019	24 Participants
May 14 th , 16 th , 18 th	18 Participants

Miscellaneous:

- The MTRC phone list which serves as a resource to young men and women within the recovery community has grown to 382.
- The MTRC weekly email which briefs our participants on our weekly meeting as well as provides information on other sober related events within the community is now sent to 382 members.

**MAINE TOWNSHIP EMERGENCY FOOD PANTRY
MONTHLY STATISTICAL REPORT**

To: Laura Morask
Maine Township Supervisor

From: Carol Langan
Director – Food Pantry

Re: Report of Services Rendered during the Month of April 2019

I. Maine Township Emergency Food Pantry Distribution

a. Family Boxes of Food Distributed	190
1. Adults Receiving	<u>286</u>
2. Children Receiving	<u>41</u>
b. Emergency Family Boxes of Food Distributed	<u>4</u>
1. Adults Receiving	<u>6</u>
2. Children Receiving	<u>1</u>
	<u>TOTAL 194 Boxes</u>

II. Cash Donations and Amounts Received

Resident Donations	\$166.00
Business Donations	\$17,770.57
Total	\$17,936.57

III. Food Collections Received during Calendar Month
Hunger Resource Network 500 lbs Frozen Chicken
St. Luke's Park Ridge Palm Sunday Collection
Niles Community Church Niles

**Maine Township Code
Enforcement Office**

To: Elected Officials
From: Nader Ghazaleh, Code Enforcement Officer
CC: Dayna Berman, Administrator
Date: 5/17/2019

The start of May has been very busy with many calls coming into my office. Construction projects have begun, so patrolling has been very busy. Some examples include water discharging onto the Township right of way, over grown vegetation, and resident pruning back bushes. I have been writing up deficiency's regarding garbage issue and letting residents know that Republic Services will only pick up one bulk item. An abundance of furniture on the parkway has become a problem. I'm reaching out to residents to inform them that they will need to come to Townhall and purchase stickers for bulk items. We had two stop work orders for no construction permits issued. Commercial vehicle parking is still a problem, I have had to ticket four taxis this past month. Many warnings have been given to residents that states it is prohibited to dump garbage into their neighbor's bins. I have been working on a couple projects with Jack Conti, and Pete from the Highway Department on flooding issues within the Township, to come up with solutions.

We had a meeting with Republic Services to go over our issues regarding certain areas which need more attention. We spoke of a pilot project regarding recycling, and adjusting route days for scheduled pickup. We also have agreed to change Sumac garbage pick up day from Wednesday to Tuesday, which will make their drivers a clear path to the bins with no park cars. This will allow the drivers to be more productive, and be able to pick up all items. We discussed how the transitions will be made such as mailers and door hangers. I have distributed approximately 250 Code Enforcement flyers informing residents about refuse, recycling, and yard maintenance. Republic Services and I have touched base on the importance of having active garbage accounts or resident's will be subject to fines up to \$500.00 for non-compliance. We have had a good response from residents so far. Hopefully it will create a positive impact on the community.

May warnings issued: 31

May tickets issued: 15

Wiesia Tytko

*Received:
THUR 4/26/2019*

From: payroll2018@bettergov.org
Sent: Thursday, April 25, 2019 4:25 PM
To: wtytko@mainetown.com
Subject: Payroll FOIA | Maine Township

*Response by
Thursd. 5/2/2019*

To Whom It May Concern:

Pursuant to the Illinois Freedom of Information Act (5 ILCS 140), the Better Government Association requests your government body's full payroll expenditures by individual for the year 2018, including salary and all additional payments. This request for total compensation includes, but is not limited to, the following information:

- Last name
- First name
- Middle name (or initial, if available)
- Suffix (e.g. Sr., Jr., III et al. if available)
- Title
- Department
- Annual Base Salary
- Overtime, holiday pay, bonus compensation and any other additional payments made to employees excluding costs such as insurance, pension or benefit payments
- Start date

Please include annual compensation for any and all elected officials as well. Do not include hourly rates of pay for employees unless it also accompanied by the total compensation for the year.

Please provide these records electronically in a spreadsheet or delimited text format (such as an Excel file, xlsx, xls, csv or txt file extensions). Please do not respond with paper, scanned/photocopied or pdf documents if at all avoidable.

(Section

6(a) of the Illinois Freedom of Information Act states: "When a person requests a copy of a record maintained in an electronic format, the public body shall furnish it in the electronic format specified by the requester, if feasible.")

Finally, please respond by replying directly to this email with the requested files attached.

The Better Government Association is a nonprofit, journalism organization based in Chicago. This is for a possible news story. As such, I ask that any fees be waived as law allows.

Please don't hesitate to contact me if you have any questions about this request or seek clarification in any way. Thank you, in advance, for your assistance in fulfilling this request as soon as possible. Your help is truly appreciated.

Sincerely,

Jared Rutecki
Better Government Association
312-821-9032

#MaineTownship#



CBRE
55 West Red Oak Lane
White Plains, New York 10604
(914) 694-9600 (tel)
(914) 694-1335 (fax)
www.cbre.com/assessment

FOIA REQUEST

Received:
5/8/2019

Response by:
Wed. 5/15/2019

Freedom of Information Act Request for Records

CBRE is performing a Phase I Environmental Site Assessment on the property located at

Address: Landmark of Des Plaines, 9300 West Ballard Road, Des Plaines, Illinois

CBRE is requesting the following records:

Building Department: Certificate of Occupancy, records of open building permits, known building code violations, demolitions of previous improvements, installation of ASTs/USTs/emergency generators, on-site remedial activities, septic systems, wells.

This request is not for commercial purposes.

Thank you,

Jennifer Farris
Project Manager
CBRE, Inc. | Assessment & Consulting Services
1N274 Fanchon Street
Carol Stream, IL 60188
(708) 252-8440
(914) 694-1335 Fax
Jennifer.Farris@cbre.com

Wiesia Tytko

From: Tracy Kunkel <tkunkel@millmanland.com>
Sent: Monday, May 20, 2019 3:00 PM
To: wtytko@mainetown.com
Cc: zoning@millmanland.com
Subject: MZ 17748

*Received
5/20/2019
Response by:
Tues - 5/28/2019*

Good afternoon,

I am writing to request a zoning letter for the property at 9300 Ballard Road, Des Plaines, IL.

- Copies of special permits/variances/site plans or other zoning relief documents
- Copies of certificates of occupancy
- Copies of open zoning/building/fire code violations

Are there any road construction projects planned at the above address, projects that will require additional land from adjacent properties, such as widening the road?

Thank you,

Tracy Clarke | National Planning & Zoning Analyst

tkunkel@millmanland.com

D 234-380-8469 P 800.520.1010 Ex. 243 F 330.342.0834



30650 Pinetree Road
Suite 14
Pepper Pike, Ohio 44124

Ranked by Inc. Magazine as one of America's Fastest Growing Companies

Millman National Land Services is a nationally recognized firm specializing in ALTA/NSPS Land Title Surveys, Zoning, Environmental and Paralegal Support for the commercial real estate market, including wireless communication service