



**REGULAR VILLAGE BOARD MEETING
OF THE BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, JULY 13, 2021
AT 7:00 PM
VILLAGE COUNCIL CHAMBERS
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS 60153**

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE TO THE FLAG**
5. **APPROVAL OF MINUTES FOR SPECIAL BOARD MEETINGS OF THE BOARD OF TRUSTEES, TUESDAY, JUNE 1, 2021; TUESDAY, JUNE 8, 2021 AND SPECIAL VILLAGE WORKSHOP MEETING MINUTES SATURDAY, JUNE 26, 2021.** 5
6. **OATHS, REPORTS, PROCLAMATIONS, ANNOUNCEMENTS AND APPOINTMENTS**
7. **FINANCE MANAGEMENT REPORT(S):**
 - A. Approval of the Village of Maywood Warrant List No. 200515 through July 8, 2021 in the amount of \$2,569,758.97. 17
 - B. Discussion pursuant to the Village of Maywood Open Invoices Report as of July 8, 2021 in the amount of \$59,646.92. 39
8. **VILLAGE PRESIDENT REPORT AGENDA ITEM(S):**
 - A. Discussion and consideration on implementing Committees. 55
 - B. Discussion and consideration concerning Mayor's vehicle. 57
 - C. Discussion and consideration for Village of Maywood Fest - 2021. 58
9. **PUBLIC COMMENT:**
10. **VILLAGE MANAGER REPORT AGENDA ITEM(S):**
 - A. Discussion and consideration regarding MPD Proposal No. 09 recommending a citizen representative from the Village of Maywood serve a term of two (2) years as a Village citizen representative for the Eisenhower (IKE) 9-1-1 Emergency Communication Center. Staff recommends Mayor Nathaniel George Booker to serve as the Village's representative. 62
 - B. Discussion and consideration regarding MPD Proposal No. 10 presented at the Village Board Workshop June 26, 2021 and Proposal No. 14 (same as Proposal No. 10) relating to establishing a Department of Homeland Security and Emergency Management agency. Proposal is submitted by staff to update the Emergency Services and Disaster Agency ordinance and replace it with an ordinance for an establishment of a Department of Homeland Security and Emergency Management. 63
 - C. Discussion and consideration regarding MPD Proposal No. 15 seeking an enhancement to Village Ordinance 130.20 (A), (11) which would hold nude and semi-nude entertainment establishments in violation of the Village "Disorderly Conduct" ordinance and create a fine of \$3,000 per offense. 194
11. **VILLAGE ATTORNEY REPORT AGENDA ITEM(S):**
 - A. Memo from Klein, Thorpe and Jenkins, Ltd. dated July 7, 2021 regarding Village of Maywood Code Amendment Separating Community Development Department into the Community Development with a Director and Code Enforcement Department with a Director. 199

B. Memo from Klein, Thorpe and Jenkins, Ltd. dated July 7, 2021 regarding Food Truck Regulation Updates and "Food Truck Alley" Lot Located on East Side of 1st Avenue, Immediately South of Ohio Street and Other Village Lots.	200
12. OMNIBUS AGENDA ITEMS:	
A. Approval of payment to Accu-tron Computer Service for computer consulting services for the month of July 2021 in the amount of \$6,300.00.	231
B. Approval of payment to Allied Waste Service for garbage service provided to the Village of Maywood for the month of May 2021 and Roll-off Services for the month of June 2021 in the amount of \$174,730.68.	233
C. Approval of payment to Baker Tilly Virchow Krause, LLP for services provided to the Village of Maywood Finance Department in connection with the April 30, 2020 Financial Statement Audit in the amount of \$15,336.00.	237
D. Approval of payment to Blue Cross Blue Shield for Health Insurance Premiums provided to Maywood employees for the months of June and July 2021 in the amount of \$620,210.73.	239
E. Approval of payment to Bonnell Industries Inc. for a 4-ton Dump Hot Patch Trailer with diesel for the Public Works Department in the amount of \$8,350.00.	241
F. Approval of payment to City of Chicago for water services provided to the Village of Maywood from April 20, 2021 to May 19, 2021 in the amount of \$304,118.55.	243
G. Approval of payment to City Wide of Chicago for Janitorial Services provided for the Village of Maywood in the amount of \$7,524.52.	246
H. Approval of payment to Fleet Services for retail fuel purchases for the Village of Maywood for the month of May 2021 in the amount of \$18,068.94.	248
I. Approval of payment to H&H Electric for street light maintenance and repair for the Village of Maywood Public Works Department in the amount of \$18,864.41.	250
J. ORDINANCE WITHDRAWING AND TERMINATING EXECUTIVE ORDER NO. 2021-01 REGARDING THE USE OF FACE COVERINGS IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND AMENDING SECTION 92.21(B) (PUBLIC NUISANCE AFFECTING HEALTH) OF CHAPTER 92 (HEALTH AND SANITATION; NUISANCES) OF THE VILLAGE CODE TO ENFORCE THE USE OF FACE COVERINGS DURING THE PENDENCY OF THE DISASTER PROCLAMATION IN THE STATE OF ILLINOIS, with cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 7, 2021.	272
K. ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE TIF DISTRICT FUND, THE WATER AND GARBAGE FUND, AND THE GENERAL FUND TO PAY FOR THE MAYWOOD 2021 ALLEY AND ROADWAY IMPROVEMENTS PROJECT AND AWARD OF CONTRACT TO LOW BIDDER - TRIGGI CONSTRUCTION, INC. (Low Bid Contract Price: \$2,072,926.00), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 7, 2021.	279
L. RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS FOR OBTAINING AN EASEMENT NECESSARY FOR THE FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT IN MAYWOOD, ILLINOIS AT 1718 SOUTH 1ST AVENUE.	296
M. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 7, 2021.	300

N. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN COUNTY OF COOK AND THE VILLAGE OF MAYWOOD (2021 I-290 Corridor Storm Relief Project), with a cover memo from Klein, Thorpe and Jenkins, Ltd., dated July 7, 2021.	335
O. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD AND J. NARDULLI CONCRETE, INC. IN THE AMOUNT OF \$448,081.90 TO COMPLETE THE WARREN ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF CDBG FUNDS AND GENERAL FUNDS TO PAY FOR THE WORK, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 7, 2021.	378
P. A RESOLUTION APPROVING THE CONTENT OF AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD (2020 FULL YEAR REVIEW), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 7, 2021.	395
Q. A RESOLUTION APPROVING THE CONTENT OF AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD (2021 HALF YEAR REVIEW), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 7, 2021.	
R. Statement for Legal Services for April 2021 Pertaining to General Matters, in the amount of \$2,622.00, with a cover memo dated July 7, 2021 from Klein, Thorpe and Jenkins, Ltd.	
S. Statement for Legal Services for April 2021 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of \$16,587.30, with a cover memo dated July 7, 2021 from Klein, Thorpe and Jenkins, Ltd.	
T. Statement for Legal Services for May 2021 Pertaining to General Matters, in the amount of \$2,356.00, with a cover memo dated July 7, 2021 from Klein, Thorpe and Jenkins, Ltd.	
U. Statement for Legal Services for May 2021 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of \$26,368.21, with a cover memo dated July 7, 2021 from Klein, Thorpe and Jenkins, Ltd.	
V. Approval of payment to Hancock Engineering for engineering services rendered for the Village of Maywood Public Works Department in the amount of \$229,436.71.	407
W. Approval of payment to Home Improvements USA, Inc. for materials to be used for the installation of a new roof the apparatus bay floor of Fire Station #1 for the Village of Maywood Fire Department in the amount of \$55,650.00.	422
X. Approval of payment to Insurance Program Managers Group (IPMG) for the 2021 PC/WC Audit/Renewal Deposit for the Village of Maywood in the amount of \$59,895.00.	425
Y. Approval of payment to National Power Rodding for 2021 Sewer Cleaning and Televising Project for the Village of Maywood in the amount of \$14,820.50.	432
Z. Approval of payment to Swallow Construction Corporation for First Avenue Water Main Improvements Project for the Village of Maywood in the amount of \$755,767.71.	438
AA. Approval of payment to Taylor Excavating & Construction, Inc. for Grading Alley Ways May 3, 2021-May 5, 2021 for the Village of Maywood in the amount of \$6,665.00.	449
BB. Approval of payment to the Village of Melrose Park for water services provided to the Village of Maywood 4/20/2021-5/19/2021 in the amount of \$52,828.09.	451
13. NEW BUSINESS ITEM(S):	
A. RESOLUTION AUTHORIZING EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ACCU-TRON COMPUTER SERVICE, INC. AND THE VILLAGE OF MAYWOOD RELATIVE	453

- TO INFORMATION TECHNOLOGY SERVICES, with a cover memo from Klein, Thorpe & Jenkins. dated July 7, 2021.
- B. ORDINANCE AMENDING CHAPTER 72 (STOPPING, STANDING AND PARKING) OF TITLE VII (TRAFFIC CODE) AND SECTION 150.036 (CHRONIC PUBLIC NUISANCES), CHAPTER 150 (BUILDING REGULATIONS) OF TITLE 15 (AND USAGE) OF THE MAYWOOD VILLAGE CODE RELATIVE TO PROPERTY OWNER PARKING RESPONSIBILITY AND CHRONIC PUBLIC NUISANCES, with a cover memo from Klein, Thorpe & Jenkins, Ltd. dated July 7, 2021. 473
- C. ORDINANCE AMENDING TITLE XI (BUSINESS REGULATIONS), CHAPTER 111 (GENERAL BUSINESS REGULATIONS), SECTION 111.10 (FOOD ESTABLISHMENT OPERATORS), SUBSECTION 111.10(B) (CERTIFICATION AND LICENSING) OF THE MAYWOOD VILLAGE CODE TO ALLOW MOBILE CATERING VEHICLES TO OPERATE ON CERTAIN VILLAGE OWNED PROPERTY. 486
- 14. **OLD BUSINESS ITEM(S):**
 - A. Motion to Approve Engagement Letter with Kane, McKenna & Associates (Village TIF Consultant) for the Completion of Feasibility Studies Relative to the Formation of Two or Three New TIF Districts. 491
 - B. Property and Building Management Agreement with Maywood Park District for 200 South 5th Avenue Building and 1100 South 11th Avenue Building, with a cover memo from Klein, Thorpe & Jenkins, Ltd. dated June 17, 2021. 498
 - C. Proposed Operation of the Fred Hampton Pool by the Maywood Park District, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated June 21, 2021. 511
- 15. **BOARD OF TRUSTEES COMMENTS:**
- 16. **FOR DISCUSSION ONLY ITEM(S):**
- 17. **CLOSED MEETING SESSION:**
 - A. Pending Litigation per 5 ILCS 120/2(c)(11)
 - B. Probable and Imminent Litigation (5 ILCS 120/2(c)(11)).
 - C. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body. (5 ILCS 120/2(c)(1)).
 - D. Purchase or lease of real property for use by the village (5 ILCS 120/2(c)(5)).
- 18. **ADJOURNMENT**

cc: Mayor Nathaniel George Booker
 Trustees:
 Isiah Brandon
 Miguel Jones
 Melvin L. Lightford, Sr.
 Aaron Peppers
 Antonio Sanchez
 Shabaun Reyes-Plummer
 Village Clerk Gwaine D. Williams
 Village Manager Chasity Wells-Armstrong

**VILLAGE OF MAYWOOD
BOARD OF TRUSTEES
SPECIAL BOARD MEETING MINUTES
TUESDAY, JUNE 1, 2021**

Call to Order

The Special Board Meeting of Tuesday, June 1, 2021 was call to order by Mayor Nathaniel George Booker at 6.45 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Connie Thompkins, Administrative Clerk, the following answered Present: Mayor Nathaniel George Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon. Absent: None. There being a Quorum present, the meeting was convened.

Mayor Booker asked for motion to go into Closed Session at 6:48 p.m.

Motioned by Trustee Sanchez and Seconded by Trustee Lightford for the purpose of discussing:

- A. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body. 5 ILCS 120/2 (c)(1).
- B. Pending Litigation 5 ILCS 120/2 (c)(11).
- C. Probable and Imminent Litigation 5 ILCS 120/2 (c)(11).

Discussion: None

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: None

Motion Carried

Adjournment: Motioned by Trustee Sanchez and Seconded by Trustee Jones to adjourn the Closed Session Meeting at 8:12 p.m.

Discussion: None

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: None

Motion Carried

The Special Board Meeting of Tuesday, June 1, 2021 was reconvened at 8:12 p.m. by a roll call and the following answered present: Mayor Nathaniel George Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon. Absent: None. There being a Quorum present, the meeting was convened.

Staff Attendance:

Lanya Satchell, Finance Director
John West, Public Works Director
David Myers, Director of Community Development
LaSondra Banks, Human Resources Coordinator
Elijah Willis, Deputy Police Chief
Craig Bronaugh Jr., Fire Chief
Valdimir Talley Jr., Police Chief

Staff Attendance: (cont'd)

- Michael Jurusik, Village Attorney
- William Peterhansen, Village Engineer
- Gwaine Dianne Williams, Village Clerk
- Connie Thompkins, Administrative Clerk

Invocation – Pastor Pelligrino

Pledge of Allegiance to the Flag - Everyone remained standing and recited the Pledge of Allegiance to the Flag of the United States of America.

Approval of minutes for the Special Village Board Meeting of the Board of Trustees on Tuesday, May 18, 2021.

Motioned by Trustee Sanchez and Seconded by Trustee Lightford to approve.

Discussion: None

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: None

Motion Carried

Oaths, Reports, Proclamations, Announcements and Appointments:

- Mayor Booker made announcements of public interests.

Finance Management Report(s):

- A. Approval of the Village of Maywood Warrant List No. 200514 through May 26, 2021 in the amount of \$103,605.26.

Motioned by Trustee Sanchez and Seconded by Trustee Lightford to approve.

Discussion: Trustee Reyes-Plummer questioned Check #104869. Ms. Satchell responded it is the remainder of a previous invoice.

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: None

Motion Carried

- B. Discussion pursuant to the Village of Maywood Open Invoices Report as of May 26, 2021 in the amount of \$1,813,192.97.

Information Only

Village President Report Agenda Items: Theme, “Moving Maywood Forward Together”

- A. Discussion and consideration to approve a quote received from Home Improvements USA for an Apparatus Floor Roof Replacement Proposal for Fire Station No. 1. (Fire Dept.)

Motioned by Trustee Sanchez and Seconded by Trustee Lightford to approve a quote from Home Improvements USA for an Apparatus Floor Roof Replacement Proposal for Fire Station No. 1 with a bid waiver.

Discussion: Discussion ensued.

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: None

Motion Carried

- B. Discussion and consideration regarding Maywood Police Department Proposal No. 07 pursuant to citizens lodging a complaint concerning visibility problems at the intersection of South Twentieth at Madison intersection.

Motioned by Trustee Sanchez and Seconded by Trustee Lightford to approve.

Discussion: Discussion ensued.

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: None

Motion Carried

- C. Mayor Booker’s agenda items for discussion:

- * Discussion on Community Engagement Manager position replacing Mayor’s Administrative Assistant
 - Mayor Booker made comments

- * Discussion on Maywood Collaborative Community Calendar
 - Mayor Booker and Trustee Sanchez made comments

- * Discussion and consideration on Interim Village Manager
 - Mayor Booker moved this item to New Business 13B.

- * Discussion and consideration to hold Special Board Meeting, Tuesday, June 8, 2021
 - Motioned by Trustee Sanchez and Seconded by Trustee Lightford to approve.
 - Discussion: For the purpose of discussing the Interim Village Manager, Lanya Satchell.
 - Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford and A. Peppers
 - Nays: Trustees M. Jones and I. Brandon
 - Abstain: None
 - Absent: None
 - Motion Carried

- * Discussion and consideration for Maywood Board Planning Workshop, Saturday, June 26, 2021.
 - Motioned by Trustee Sanchez and Seconded by Trustee Lightford to approve.
 - Discussion: Mayor Booker mentioned initial strategic planning for the Village. Discussion ensued.
 - Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon
 - Nays: None
 - Abstain: None
 - Absent: None
 - Motion Carried

- * Discussion and consideration on Management Agreement with Maywood Park District.
 - Motioned by Trustee Lightford and Seconded by Trustee Sanchez to approve.
Discussion: For the purpose of reviewing a draft contract between the Village of Maywood and the Maywood Park District. Discussion ensued.
Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford and A. Peppers
Nays: Trustee I. Brandon
Abstain: None
Absent: None
Motion Carried
- * Discussion of Trustee Chaired Commissions
 - Mayor Booker made comments and general recommendations.

Public Comment: Public comments made by – C. Sharp, J. Wilson, G. Clay and E. Perkins. Mayor Booker and Trustee Peppers responded to public comments.

Village Manager Report Agenda Items: None

Village Attorney Report Agenda Items:

- A. Memorandum dated May 26, 2021 from Klein, Thorpe and Jenkins, Ltd. regarding feasibility of forming additional TIF District with the Village, with attachment.

Attorney Jurusik gave an overview on the benefits of instituting additional TIF Districts.

- B. Orientation for Newly Elected Officials, and Board/Committee/Commission Members (set date). No attachments

Discussion Only

Omnibus Agenda Items:

Motioned by Trustee Sanchez and Seconded by Trustee Lightford to approve the Omnibus Agenda Items A – P.

A. Approval of payment to Accu-tron Computer Service for computer consulting services for the month of June 2021 in the amount of \$6,300.00. **B.** Approval of payment to Allied Waste Service for garbage service provided for the Village of Maywood for the month of April 2021 in the amount of \$159,520.00. **C.** Approval of payment to Cook County Department of Public Health for Retail Food Establishment Reports provided to the Village of Maywood Community Development Department for January 2021 in the amount of \$6,600.00. **D.** Approval of payment to Fleet Services for Retail Fuel Purchases provided for the Village of Maywood in the amount of \$19,283.06. **E.** Approval of payment to H&H Electric for streetlight maintenance and repair for the Village of Maywood Public Works Department in the amount of \$34,200.96. **F.** Approval of payment to Municipal Employee V.E.B.A. Trust for the Village of Maywood pursuant to Health and Dental Insurance for the month of May 2021 in the amount of \$105,403.90. **G.** Approval of payment to NeoGov for subscription fees for the Village of Maywood during the period of 3/28/2021 to 3/27/2022 in the amount of \$5,522.90. **H.** Approval of payment to T.P.I. for plumbing and building inspections for the Village of Maywood Code Enforcement Department in the amount of \$8,159.73. **I.** Approval of payment to Triggs Construction for 2020 Alley and Roadway Improvements Project in the Village of Maywood in the amount of \$100,962.77. **J.** Approval of payment to the Village of Melrose Park for water services provided to the Village of Maywood 03/20/2021 to 4/19/2021 in the amount of \$45,650.15. **K.** A Resolution Approving and Authorizing Execution of a 2021 Memorandum of Understanding (Non-Employee Deputization) between the Village of Maywood and the Cook County Sheriff's Office in regard to participation of one Maywood Police Officer on the Cook County High Intensity Drug Trafficking Area Task Force.

L. A Resolution Approving and Authorizing Execution of a 2021 Reciprocal Reporting Agreement Entered into between the Village of Maywood and Maywood-Melrose Park-Broadview School District No. 89. **M.** A Resolution Approving and Authorizing the Execution of a Bid Response and Construction Contract between the Village of Maywood and Suburban General Construction, Inc. in the amount of \$694,293.62 to complete the Madison Street Water Main Improvements Project and Authorizing the Expenditure of TIF Funds to pay for the work. **N.** A Resolution Authorizing Execution of an Intergovernmental Agreement between the Village of Maywood and the Maywood Park District, and the Conveyance of Certain Village-Owned Park Property, Equipment and Facilities, including an Intergovernmental Agreement between the Village of Maywood and the Maywood Park District Relative to the Conveyance off Village-Owned Park Property, Equipment and Facilities (Exhibit "1" to the Resolution). **O.** Statement for Legal Services for March 2021 Pertaining to General Matters, in the amount of \$2,554.00. **P.** Statement for Legal Services for March 2021 Pertaining to Employment and Labor Matters, Economic Redevelopment Matters and Miscellaneous Matters, and Litigation Matters, in the total amount of \$19,100.20.

Discussion: None

Ayes: Mayor Perkins, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: None

Motion Carried

New Business Item(s):

A. A Resolution Approving and Authorizing the Execution of a Resignation and Severance Agreement and Release of all claims (Willie Norfleet, Jr.,) with a cover memo dated May 26, 2021 from Klein, Thorpe and Jenkins, Ltd.

Motioned by Trustee Sanchez and Seconded by Trustee Lightford to approve.

Discussion: Discussion ensued.

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers, M Lightford and I. Brandon

Nays: None

Abstain: None

Absent: None

Motion Carried

B. Motion to appoint an Acting Village Manager per Village Fiscal and Investment Policy. (No attachments)

Motioned by Trustee Sanchez and Seconded by Trustee Brandon to approve.

Discussion: Mayor Booker stated Lanya Satchell, Director of Finance has accepted the temporary position. Discussion ensued.

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers, M Lightford and I. Brandon

Nays: None

Abstain: None

Absent: None

Motion Carried

Old Business Agenda Item(s): None

Board of Trustees Comments: None

For Discussion Only Item(s): None

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Lightford to adjourn the Special Board Meeting at 10:22 p.m. with a roll call of the Board.

Nathaniel George Booker, Mayor

Gwaine Dianne Williams, Village Clerk

cc: Mayor Booker
Board of Trustees
Village Clerk, Gwaine Dianne Williams

**VILLAGE OF MAYWOOD
BOARD OF TRUSTEES
SPECIAL BOARD MEETING MINUTES
TUESDAY, JUNE 8, 2021**

Call to Order

The Special Board Meeting of Tuesday, June 8, 2021 was called to order by Mayor Nathaniel George Booker at 7:00 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Connie Thompkins, Administrative Clerk, the following answered Present: Mayor Nathaniel George Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon (7:03 p.m.). Absent: None. There being a Quorum present, the meeting was convened.

Staff Attendance:

Lanya Satchell, Finance Director
John West, Public Works Director
LaSondra Banks, Human Resources Coordinator
Elijah Willis, Deputy Police Chief
Craig Bronaugh Jr., Fire Chief
Valdimir Talley Jr., Police Chief
Elijah Willis, Deputy Chief Police
Michael Jurusik, Village Attorney
Gwayne Dianne Williams, Village Clerk
Connie Thompkins, Administrative Clerk

Invocation – Trustee Aaron Peppers

Pledge of Allegiance to the Flag - Everyone remained standing and recited the Pledge of Allegiance to the Flag of the United States of America.

Village President Report Agenda Items:

- A. Discussion and consideration regarding MPD Proposal #08 pursuant to experiencing difficulties with successfully hiring Part-Time Officers. Staff recommends utilizing two (2) of the three (3) Part-Time Officers expenditures on budget line item 01-40-40100 and hire one (1) Full-Time Police Officer.

Motioned by Trustee Sanchez and Seconded by Trustee Peppers to approve.

Discussion: Discussion ensued.

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: None

Motion Carried

- B. Discussion and consideration on Protecting Against Covid-19 Community Reopening of Garage Sales, Block Parties, and Village Owned Public Space.

Motioned by Trustee Brandon and Seconded by Trustee Lightford to approve.

Discussion: Discussion ensued.

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: None

Motion Carried

- C. Discussion and consideration to approve Mayor’s vehicle cost not to exceed \$55,000.00. (No attachment)

Discussion ensued. Mayor Booker removed this item from the agenda.

Village Manager Report Agenda Items: None

Village Attorney Report Agenda Items: None

Omnibus Agenda Items: None

Public Comment: Public comments made by – G. Woll, M. Norwell and E. Perkins. Mayor Booker and Attorney Jurusik responded.

New Business Item(s):

- A. A Resolution Approving and Authorizing the appointment of Chasity Wells-Armstrong as Village Manager, and authorizing the Execution of an Employment Agreement for the position of Village Manager with Chasity Wells-Armstrong, with a copy of the Employment Agreement attached as Exhibit “A” , and a cover memo dated June 2, 2021 from Klein, Thorpe and Jenkins, Ltd.

Mayor Booker/Chasity Wells-Armstrong made a PowerPoint presentation.

Motioned by Trustee Sanchez and Seconded by Trustee Lightford to approve a Resolution approving the appointment of Chasity Wells-Armstrong as Village Manager, and authorizing the execution of an Employment Agreement for the position of Village Manager with Chasity Wells-Armstrong.

Discussion: Discussion ensued.

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford and A. Peppers

Nays: Trustees M. Jones and I. Brandon

Abstain: None

Absent: None

Motion Approved

- * Clerk Williams administered the Oath of Office to appointed Village Manager Chasity Wells-Armstrong.

Old Business Agenda Items: None

For Information Only: None

Closed Meeting Session: Canceled

- A. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body (5 ILCS 120/2(c)(11)).

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Sanchez to adjourn the Special Board Meeting at 9:05 p.m. with a roll call of the Board.

Nathaniel George Booker, Mayor

Gwaine Dianne Williams, Village Clerk

cc: Mayor Booker
Board of Trustees
Village Clerk, Gwaine Dianne Williams

**VILLAGE OF MAYWOOD
BOARD OF TRUSTEES
SPECIAL VILLAGE WORKSHOP MEETING MINUTES
SATURDAY, JUNE 26, 2021**

Call Workshop Meeting to Order:

The Special Village Workshop Meeting of Saturday, June 26, 2021 was called to order by Mayor Nathaniel George Booker at 11:29 a.m. at the Lightford Recreation Center at 809 South 9th Avenue, Maywood, IL 60153.

Roll Call:

Upon roll call by Tom Pavlik, Village Deputy Clerk, the following answered Present: Mayor Nathaniel George Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers and I. Brandon. Absent: Trustee M. Lightford. There being a Quorum present, the meeting was convened.

Staff Attendance:

Chasity Wells-Armstrong, Village Manager
Lanya Satchell, Finance Director
John West, Public Works Director
David Myers, Director of Community Development
Angela Smith, Coordinator of Business Development
Elijah Willis, Deputy Police Chief
Valdimir Talley Jr., Police Chief
Theodore Yancy, Police Commander
Michael Jurusik, Village Attorney
Gwaine Dianne Williams, Village Clerk
Tom Pavlik, Village Deputy Clerk
Connie Thompkins, Administrative Clerk

Invocation: Trustee Aaron Peppers

Pledge of Allegiance to the Flag: Everyone stood and recited the Pledge of Allegiance to the Flag of the United States of America.

- Mayor Booker stated the workshop agenda items do not require voting motions and requested two goals from each trustee they would like to see happen in the next two years. Discussion ensued.
- * Mayor Booker called for a recess due to a tornado warning at 11:49 a.m. and reconvened the meeting at 12:17 p.m. with a roll call of Ayes by: Mayor Brooker, Trustees Sanchez, Reyes-Plummer, Jones, Peppers and Brandon. Absent: Trustee Lightford

Village President Report Agenda Items: (11:00 a.m.)

- * Village Pride, Village Wide – Mayor Booker summarized expanding with focus on abandoned homes
- * MyCivic – Mayor Booker mentioned the system allows for accountability from the Village
- * Community Calendar – Mayor Booker gave an overview of the July Calendar
- * Mayor’s Transportation – to be discussed at a later date
- * Board meeting calendar to include Meeting as a Whole – Consensus of the Board is to hold Meeting of the Whole first Tuesday of each month beginning on Tuesday, August 3, 2021.

Community Collaboratives: No Discussion

- * Youth Education & Engagement
- * Workforce Development & Health
- * Faith Leaders
- * Business
- * Community
- * Updates to Boards, Committee & Commissions

Village Manager Presentation Items: (1:00 p.m.) – Presented at 2:38 p.m.

- * Chief Val Talley
 - Discussion and consideration regarding MPD Proposal No. 10 pursuant to updating the Emergency Services and Disaster Agency (ESDA) Ordinance and replace it with an Ordinance for an establishment of a Department of Homeland Security and Emergency Management.
 - Discussion and consideration regarding MPD Proposal No. 11 pursuant to their presentation to the community on June 11, 2021, updating reimagining of public safety.

Chief Talley gave an overview of Proposal 10 regarding establishing a Department of Homeland Security and Emergency Management (DHSEM) involving volunteers that would allow the police to address more urgent calls with a line-item budget of \$25,000; and Proposal 11 involving different measures of community policing for public safety.
- * Community Development (2:00 p.m.) – Presented at 1:40 p.m.
 - Angela Smith, Business Coordinator made a PowerPoint Presentation of new construction/substantial renovations, commercial attractions, village projects and other projects.
- * Mission & Vision (3:00 p.m.) – Recessed at 3:32 p.m. and reconvened at 3:52 p.m.
- * Comprehensive Planning – No discussion
- * TIF's - Engineer Peterhansen provided comments and distributed handouts of TIF Maps for alley improvements, roadway improvements, and TIF considerations. Attorney Jurusik gave additional comments regarding potential TIF Districts. Angela Smith mentioned the importance of working with the Comprehensive Plan. Mayor Booker mentioned the goal is to place this item on the July 13, 2021 agenda.
- * Commercial Corridors – No discussion
- * Finance Report (4:00 p.m.) – Presented at 5:02 p.m.
 - Manager Wells-Armstrong thanked Director Satchell for working with her to restructure how the budget will be presented and focusing on departments staying within their allocations, invoice billing policy, and departmental meetings on a regular basis for forecasting purposes. Director Satchell gave a brief presentation of the financial contents within the handout packet and a memo that summarized the information.
- * Office of the Fire Chief – No discussion
 - Discussion and consideration regarding Home Improvements USA Invoice for the cost of roofing materials to be used in the construction/installation of a new metal roof over the apparatus bay floor of Fire Station No. 1.

Village Attorney Report Agenda Items: No discussion with the exception of Item E moved to Closed Session.

- A. Feasibility of forming New TIF Districts with KTJ memo dated May 26, 2021, KTJ PowerPoint entitled “TIF TIPS: Getting the Most Out of Your TIF District”, and three (3) Related Village Boundary Maps prepared by the Village Engineer.
- B. Property and Building Management Agreement with Maywood Park District for 200 South 5th Avenue Building and 1100 South 11th Avenue Building, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated June 17, 2021. **Note:** This item will be discussed in Closed Session with attachments.
- C. Proposed Food Truck Operation at Village Owned Lot at First Avenue and Ohio Street and Food Truck License Agreement and Related Code Amendments with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated June 16, 2021.
- D. Discussion and consideration regarding the Village of Maywood – Park District Operation Memo and Agreements with a memo dated June 21, 2021 from Klein, Thorpe and Jenkins, Ltd.
- E. Collective negotiating matters between the Village and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees (5 ILCS 120/2(c)(2)).

Public Comments: None

Closed Session Meeting: (Legal & Personnel):

Motioned by Trustee Reyes-Plummer and Seconded by Trustee Sanchez to recess into Closed Session for the purpose of discussing:

- A. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body. (5 ILCS 120/2(c)(1)).
- B. Purchase or lease of real property for use by the Village (5 ILCS 120/2(c)(5)).
- C. Pending Litigation (5 ILCS 120/2(c)(11)).
- D. Probable and Imminent Litigation (5 ILCS 120/2(c)(11)).
- E. Collective negotiating matters between the Village and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees (5 ILCS 120/2(c)(2)).

Discussion: None

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer and A. Peppers

Nays: None

Abstain: None

Absent: Trustees M. Jones, M. Lightford and I. Brandon

Motion Carried

Reconvene to Open Session: Roll call at 6:57 p.m.

Mayor Nathaniel George Booker, Trustees A. Sanchez, S. Reyes-Plummer and A. Peppers. Absent: Trustees M. Jones, M. Lightford and I. Brandon.

Adjournment: Motioned by Trustee Sanchez and Seconded by Trustee Peppers to adjourn the Special Village Workshop Meeting at 6:57 p.m. with a roll call of the Board.

Nathaniel George Booker, Mayor

Gwaine Dianne Williams, Village Clerk

cc: Mayor Booker, Village Manager, Chasity Wells-Armstrong, Board of Trustees, Village Clerk, Gwaine Dianne Williams

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104945	ARTURO CHADIEZ	REFUND OVERPAYMENT OF FINAL BILL	WATER COLLECTIONS	512.10
Total 104945:				512.10
104946	BALDEMERO OLVERA	REFUND DUPLICATE PAYMENTS	WATER COLLECTIONS	76.58
Total 104946:				76.58
104947	BELLWOOD ELECTRIC MOTORS INC.	PUMP 2 SEAL *PACKING	PUMP STATION OPERATIONS	2,200.00
Total 104947:				2,200.00
104948	Betty Gilliam	REFUND 50/50 SIDEWALK CANCELLATION	PUBLIC WORKS	3,192.13
Total 104948:				3,192.13
104949	CITY WIDE OF CHICAGO	POWER WASHING OF CELLS	POLICE	1,790.00
104949	CITY WIDE OF CHICAGO	JANITORIAL SERVICE 4/1/21 - 4/30/21	LAND & BUILDINGS	7,524.52
104949	CITY WIDE OF CHICAGO	JANITORIAL SERVICE 3/1/21 -3/31/21	LAND & BUILDINGS	7,524.52
Total 104949:				16,839.04
104950	COPS TESTING SERVICE	P&F-PRE-EMPLOYMENT SERVICES	POLICE & FIRE COMMISSION	1,899.86
Total 104950:				1,899.86
104951	CORE & MAIN LP	IPERL METERS	WATER & SEWER MAINTENANCE	2,184.00
104951	CORE & MAIN LP	SHORT PAY CHECK #104834	WATER & SEWER MAINTENANCE	20.00
Total 104951:				2,204.00
104952	D&K GREENFIELD LLC	VILLAGE WIDE VILLAGE PRIDE *SHIRTS	SPECIAL EVENT REVENUE	1,435.00
Total 104952:				1,435.00
104953	EDWIN HANCOCK ENGINEERING CO	WASHINGTON BOULEVARD, PHASE II ENGI	PUBLIC WORKS	21,664.71
Total 104953:				21,664.71
104954	GREAT LAKES CONCRETE LLC	PW-SEWER BASIN*SUPPLIES	WATER & SEWER MAINTENANCE	1,255.88
Total 104954:				1,255.88
104955	ILLINOIS DEPARTMENT OF	TRAFFIC SIGNAL MAINTENANCE	PUBLIC WORKS	4,403.16
Total 104955:				4,403.16
104956	M.E. Simpson Company, Inc.	LEAK DETECTION SERVICES	WATER & SEWER MAINTENANCE	475.00
Total 104956:				475.00
104957	Mari Rios	ESCROW RELEASE *914 N 3RD		10,335.00
Total 104957:				10,335.00
104958	MESIROW INSURANCE SERVICES	SURETY BOND *G.WILLIAMS	HUMAN RESOURCES	100.00
104958	MESIROW INSURANCE SERVICES	SURETY BOND *N.BOOKER	HUMAN RESOURCES	100.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104958:				200.00
104959	MUNICIPAL CLERK'S OF ILLINOIS	2021 MEMBERSHIP DUES	VILLAGE CLERK	130.00
Total 104959:				130.00
104960	NATIONAL LEAGUE OF CITIES	MEMBERSHIP RENEWAL 2021-2022	PRESIDENT & TRUSTEES	1,953.00
Total 104960:				1,953.00
104961	NORTH EAST MULTI-REGIONAL	MEMBERSHIP FEES/TRAINING	POLICE	5,130.00
Total 104961:				5,130.00
104962	SHAKESPEARE LAWN SPRAY	VMO-GRASS/TREE/DEBRIS *806 S 19TH		4,800.00
104962	SHAKESPEARE LAWN SPRAY	VMO-ALLEY GRADING 18TH-19TH ADAMS-	PUBLIC WORKS	4,500.00
Total 104962:				9,300.00
104963	SOUTHWESTERN ILLINOIS COLLEGE	POLICE ACADEMY * J * NUNEZ	POLICE	5,452.75
Total 104963:				5,452.75
104964	TAPPED IN INC	ELECTRICAL SERVICES RENDERED 11/21/	LAND & BUILDINGS	2,677.00
104964	TAPPED IN INC	ELECTRICAL SERVICES RENDERED	LAND & BUILDINGS	3,400.00
Total 104964:				6,077.00
104965	THOMAS PAVLIK	REIMB.NOTARY RENEWAL	VILLAGE CLERK	84.00
Total 104965:				84.00
104966	TYLER TECHNOLOGIES	MYCIVIC CITIZEN ENGAGEMENT APP	MANAGEMENT INFORMATION SYSTE	11,000.00
Total 104966:				11,000.00
104967	UNIQUE PLUMBING CO	2020 RESURFACING/WATER MAIN IMPRV P	PUBLIC WORKS	89,244.34
104967	UNIQUE PLUMBING CO	ROOSEVELT ROAD WATER SERVICE TRAN	TIF ADMINISTRATION	228,197.65
Total 104967:				317,441.99
104968	UTILITY SERVICE CO., INC.	TANK-QUARTERLY PEDISPHERE	WATER & SEWER MAINTENANCE	7,444.96
Total 104968:				7,444.96
104969	WINDOM PRODUCTIONS	VILLAGE BOARD MEETING/COMMUNITY N	VILLAGE MANAGER	1,800.00
Total 104969:				1,800.00
104970	FLEET SERVICES	FUEL *PW	PUBLIC WORKS	7,984.79
Total 104970:				7,984.79
104971	PURCHASE POWER	POSTAGE REPLENISHMENT-WATER	WATER COLLECTIONS	1.02
Total 104971:				1.02

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104972	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 5/17-5/28	POLICE & FIRE COMMISSION	800.00
Total 104972:				800.00
104973	ALLIED WASTE SERVICES #551	ROLLOFF SVCS *APR 2021	WATER COLLECTIONS	9,211.40
Total 104973:				9,211.40
104974	ALTA CONSTRUCTION DBA MARTIN I	(2) KUBOTA EQUIPMENT RENTAL 4/20-5/3	PUBLIC WORKS	2,875.25
104974	ALTA CONSTRUCTION DBA MARTIN I	KUBOTA REPAIRS	LAND & BUILDINGS	1,762.12
104974	ALTA CONSTRUCTION DBA MARTIN I	KUBOTA REPAIRS	LAND & BUILDINGS	1,823.08
Total 104974:				6,460.45
104975	Arcos Environmental Services, Inc.	REFUND PERMIT	CORPORATE	300.00
Total 104975:				300.00
104976	CITY OF CHICAGO-	ACCT #432533-432533 3/25-4/20	WATER COLLECTIONS	130,399.26
104976	CITY OF CHICAGO-	ACCT #432533-432533 01/20-2/22	WATER COLLECTIONS	174,292.12
104976	CITY OF CHICAGO-	ACCT #432532-432532 2/22-3/25	WATER COLLECTIONS	161,194.32
Total 104976:				465,885.70
104977	EDWIN HANCOCK ENGINEERING CO	ENGINEER SERVICES RELATED TO 2021 A	COMMUNITY DEVELOPMENT	438.00
104977	EDWIN HANCOCK ENGINEERING CO	ENGINEERING SERVICES RELATED TO PR	COMMUNITY DEVELOPMENT	308.00
Total 104977:				746.00
104978	EVELYN L. BLALOCK	REFUND RENTAL OF VETERAN MEMORIAL	RECREATION SERVICES	100.00
Total 104978:				100.00
104979	EXACTA ILLINOIS SURVEYORS, INC	LAND SURVEY - 1312 S. 4TH AVE.	COMMUNITY DEVELOPMENT	400.00
Total 104979:				400.00
104980	GENE WASHINGTON	P&F-MEETING 5/27/2021	POLICE & FIRE COMMISSION	150.00
Total 104980:				150.00
104981	JAMES T BREWER	P&F-MEETING 5/27/2021	POLICE & FIRE COMMISSION	150.00
Total 104981:				150.00
104982	Jerry Halley	TREE REMOVAL PROGRAM	COMMUNITY DEVELOPMENT	600.00
Total 104982:				600.00
104983	LIVING WATERS CONSULTANTS	SILVER CREEK WATERSHED ANNUAL MEM	COMMUNITY DEVELOPMENT	28.86
Total 104983:				28.86
104984	MAGNUS AND ANDERSON	CUT/DEBRIS 04/25 - 303 S. 10TH AVE.		50.00
104984	MAGNUS AND ANDERSON	CUT/DEBRIS 04/25 - 1010 MAYWOOD DR.		50.00
104984	MAGNUS AND ANDERSON	CUT/DEBRIS 05/03 - 801 S. 9TH AVE.		50.00
104984	MAGNUS AND ANDERSON	CUT/DEBRIS 05/03 - 1201 S. ORCHARD		50.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104984:				200.00
104985	Maria A. Garcia	FIRST AVE. WATER MAIN PROJECT	TIF ADMINISTRATION	900.00
Total 104985:				900.00
104986	MARK DWYER	PLUMBING SERVICES 5/3-5/14/21	CODE ENFORCEMENT	666.65
Total 104986:				666.65
104987	MUNICIPAL EMPLOYEE	HEALTH/DENTAL COVERAGE *JUNE 2021	CENTRAL SERVICES	105,403.90
104987	MUNICIPAL EMPLOYEE	LIFE INS COVERAGE *JUNE 2021	CENTRAL SERVICES	1,429.23
Total 104987:				106,833.13
104988	RJP Holdings	ESCROW RELEASE *1904 S 23RD		2,000.00
Total 104988:				2,000.00
104989	RONEY RILEY	P&F-MEETING 5/27/2021	POLICE & FIRE COMMISSION	150.00
Total 104989:				150.00
104990	The W-T Group LC	IDNR ODLAS POOL EXPENSES - DOCUME	COMMUNITY DEVELOPMENT	387.69
Total 104990:				387.69
104991	UNIQUE PLUMBING CO	EMERGENCY WATER MAIN CONNECTION	PUMP STATION OPERATIONS	105,041.15
104991	UNIQUE PLUMBING CO	ROOSEVELT ROAD WATER SERVICE TRAN	TIF ADMINISTRATION	145,361.31
Total 104991:				250,402.46
104992	VICTOR E. PUSCAS, JR.	ADMINISTRATIVE HEARINGS - 5/7/21 & 5/21	COMMUNITY DEVELOPMENT	750.00
Total 104992:				750.00
104993	VILLAGE OF MELROSE PARK	ACCT #422001-001 02/20-03/19	WATER COLLECTIONS	30,016.84
Total 104993:				30,016.84
104994	VOYA INSTITUTIONAL TRUST CO.	5% CONTRIBUTION *W.NORFLEET	VILLAGE MANAGER	306.03
Total 104994:				306.03
104995	WAYNE WELCH	P&F-MEETING 5/27/2021	POLICE & FIRE COMMISSION	200.00
Total 104995:				200.00
104996	AFTERMATH, INC.	POL-BIO HAZARDOUS CLEANING	POLICE	155.00
Total 104996:				155.00
104997	ASSOCIATED TECHNICAL SERVICE	LEAK DETECTION 2117 S 10TH	WATER & SEWER MAINTENANCE	1,035.00
Total 104997:				1,035.00
104998	BLUE CROSS BLUE SHIELD	HEALTH INS COVERAGE *JUNE 2021	CENTRAL SERVICES	317,226.09

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104998:				317,226.09
104999	BROADVIEW TRUE VALUE HARDWAR	FIR--BUILDING HARDWARE	FIRE	13.29
104999	BROADVIEW TRUE VALUE HARDWAR	FIR--BUILDING HARDWARE	FIRE	48.33
104999	BROADVIEW TRUE VALUE HARDWAR	PW-MAINTENANCE SUPPLIES	PUBLIC WORKS	509.11
Total 104999:				570.73
105000	CARMEN RIVERA	REIMB.CELLPHONE SUPPLIES PURCHASE	POLICE	134.16
Total 105000:				134.16
105001	CINTAS CORPORATION #344	UNIFORM SERVICE	PUBLIC WORKS	340.95
105001	CINTAS CORPORATION #344	UNIFORM SERVICE	PUBLIC WORKS	324.99
Total 105001:				665.94
105002	CLIFFE PRINTING COMPANY	PERMIT CARDS/CONTRACTOR LICENSE F	CODE ENFORCEMENT	310.00
105002	CLIFFE PRINTING COMPANY	FORMS - PAYMENT INSTRUCTIONS	CODE ENFORCEMENT	250.00
105002	CLIFFE PRINTING COMPANY	ENVELOPES/BUSINESS CARDS	PRESIDENT & TRUSTEES	330.00
Total 105002:				890.00
105003	COMCAST	METRA-PHONE/INT SVC 4/13-5/12	PUBLIC WORKS	118.35
Total 105003:				118.35
105004	COMCAST	FIR-PHONE SVCS 4/29-5/28	FIRE	119.30
Total 105004:				119.30
105005	COMCAST	POL-INTERNET SVC 4/12-5/11	POLICE	666.87
Total 105005:				666.87
105006	COMCAST	FIR-PHONE SVC 4/22-5/21	FIRE	437.10
Total 105006:				437.10
105007	COMCAST	P/S-INTERNET/PHONE 4/7/21-3/7/21	PUMP STATION OPERATIONS	222.46
Total 105007:				222.46
105008	COMCAST	INTERNET 6/1-6/30	POLICE	10.51
Total 105008:				10.51
105009	COMCAST	POOL PHONE/INTERNET 4/11-5/10	PUBLIC WORKS	274.25
Total 105009:				274.25
105010	COMED	ELECTRIC SERVICE 11/11-12/14/21	MOTOR FUEL TAX	69.09
105010	COMED	ELECTRIC SERVICE 2/15-3/16	MOTOR FUEL TAX	64.62
105010	COMED	ELECTRIC SERVICE 1/28-3/29	MOTOR FUEL TAX	4,141.55
105010	COMED	ELECTRIC SERVICE 104 S. 1ST 3/16-4/14	MOTOR FUEL TAX	45.87

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 105010:				4,321.13
105011	COMED # 0023058102	ELECTRIC SERVICE 2/15-3/16	MOTOR FUEL TAX	62.88
105011	COMED # 0023058102	STREET LIGHTS PUMP STATION	MOTOR FUEL TAX	72.27
105011	COMED # 0023058102	STREET LIGHTS PUMP STATION 3/16-4/14	MOTOR FUEL TAX	62.08
Total 105011:				197.23
105012	COMED #0031163443	METRA STATION 2/11-3/12	MOTOR FUEL TAX	208.01
Total 105012:				208.01
105013	COMED #0277784031	ELECTRIC SERVICE 12/9-1/12	MOTOR FUEL TAX	1,806.63
Total 105013:				1,806.63
105014	COMED #0511089044	CONTROLLER 1600 MADISON 2/12-3/15	MOTOR FUEL TAX	332.53
105014	COMED #0511089044	ELECTRIC SVC 12/11-01/14	MOTOR FUEL TAX	400.64
105014	COMED #0511089044	STREET LIGHTS 16TH MADISON 3/15-4/13	MOTOR FUEL TAX	261.21
105014	COMED #0511089044	MTRD STREET LIGHTS 3/16-4/14	MOTOR FUEL TAX	156.27
Total 105014:				1,150.65
105015	COMED #0536720000	ELECTRIC SVC 11/11-12/14	PUBLIC WORKS	10.16
105015	COMED #0536720000	ELECTRIC SERVICE 2/15-3/16	PUBLIC WORKS	10.16
105015	COMED #0536720000	ELECTRIC SERVICE 42 MADISON 3/16-4/14	PUBLIC WORKS	10.16
Total 105015:				30.48
105016	COMED #2208042159	ELECTRIC SERVICE 2/25-3/26	MOTOR FUEL TAX	332.99
105016	COMED #2208042159	MTRD STREET LIGHTS RT/25 3/26-4/26	MOTOR FUEL TAX	359.07
Total 105016:				692.06
105017	COMED #3351006000	ELECTRIC SERVICE 2/25-3/26	MOTOR FUEL TAX	1,950.38
105017	COMED #3351006000	MTRD STREET LIGHTS 3/26-4/26	MOTOR FUEL TAX	2,117.56
Total 105017:				4,067.94
105018	COMED #4791088147	ELECTRIC SVC 11/11-12/14	MOTOR FUEL TAX	191.63
105018	COMED #4791088147	ELECTRIC SERVICE 2/15-3/16	MOTOR FUEL TAX	196.28
Total 105018:				387.91
105019	COMED #5490211003	ELECTRIC SERVICE 2/12-3/15	MOTOR FUEL TAX	451.19
105019	COMED #5490211003	ELECTRIC SERVICE 1019 ST. CHARLES 3/1	MOTOR FUEL TAX	404.12
Total 105019:				855.31
105020	COMED #5653018024	ELECTRIC SVC 12/9-1/12	MOTOR FUEL TAX	25.23
Total 105020:				25.23
105021	COMED #6080392012	ELECTRIC SERVICE 2/15-3/16	MOTOR FUEL TAX	106.29
105021	COMED #6080392012	ELECTRIC SERVICE 101 S. 1ST 3/16-4/14	MOTOR FUEL TAX	103.99

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 105021:				210.28
105022	COMED #6164044004	ELECTRIC SERVICE 2/17-3/18	MOTOR FUEL TAX	57.73
105022	COMED #6164044004	ELECTRIC SERVICE 701 S. 6TH 3/18-4/18	MOTOR FUEL TAX	53.60
Total 105022:				111.33
105023	COMED #6584583019	200 BLDG ELECTRIC SERVICE	PUBLIC WORKS	1.09
105023	COMED #6584583019	200 BLDG ELECTRIC SERVICE	PUBLIC WORKS	16.72
105023	COMED #6584583019	200 BLDG ELECTRIC SERVICE	PUBLIC WORKS	32.46
105023	COMED #6584583019	200 BLDG ELECTRIC SERVICE	PUBLIC WORKS	15.95
105023	COMED #6584583019	200 BLDG ELECTRIC SERVICE	PUBLIC WORKS	15.34
105023	COMED #6584583019	200 BLDG ELECTRIC SERVICE	PUBLIC WORKS	63.75
105023	COMED #6584583019	200 BLDG ELECTRIC SERVICE	PUBLIC WORKS	44.24
105023	COMED #6584583019	200 BLDG ELECTRIC SERVICE	PUBLIC WORKS	14.34
Total 105023:				203.89
105024	COOK COUNTY RECORDER OF DEED	LIEN FILINGS	LAW	440.00
Total 105024:				440.00
105025	CORE & MAIN LP	Q24-23NL 5/8" COUPLING	WATER & SEWER MAINTENANCE	804.00
105025	CORE & MAIN LP	MAGNETIC LOCATORS (2)	WATER & SEWER MAINTENANCE	1,803.00
105025	CORE & MAIN LP	510M S/POINT M2 WIRED	WATER & SEWER MAINTENANCE	1,806.00
Total 105025:				801.00
105026	CUOMO CATERING	EMPLOYEE BREAKFAST	HUMAN RESOURCES	83.00
Total 105026:				83.00
105027	DEARBORN NATIONAL	LIFE INS PREM *JUNE 2021	CENTRAL SERVICES	1,813.46
Total 105027:				1,813.46
105028	DEPT.OF CENTRAL MANAGEMENT SV	COMMUNICATION CHARGE	POLICE	978.94
Total 105028:				978.94
105029	DOOR AND WINDOW GUARD	(4) WINDOW RENTAL *809 S 10TH		72.00
105029	DOOR AND WINDOW GUARD	(25) WINDOWS (1) DOOR RENTAL *811 S 10		483.00
Total 105029:				555.00
105030	EDWIN HANCOCK ENGINEERING CO	10TH AVE AND ROOSEVELT RD EMERGEN	TIF ADMINISTRATION	3,502.00
105030	EDWIN HANCOCK ENGINEERING CO	WARREN STREET CDBG IMPROVEMENTS	PUBLIC WORKS	7,225.00
105030	EDWIN HANCOCK ENGINEERING CO	MADISON STREET WATER MAIN IMPROVE	TIF ADMINISTRATION	7,980.00
105030	EDWIN HANCOCK ENGINEERING CO	COOK COUNTY WATER MAIN IMPROVEME	TIF ADMINISTRATION	308.00
105030	EDWIN HANCOCK ENGINEERING CO	2021 GRANT APPLICATION	PUBLIC WORKS	365.00
105030	EDWIN HANCOCK ENGINEERING CO	2021 SEWER CLEANING AND TELEVISION	WATER & SEWER MAINTENANCE	864.00
105030	EDWIN HANCOCK ENGINEERING CO	WASHINGTON BOULEVARD, PHASE II ENGI	PUBLIC WORKS	17,067.23
105030	EDWIN HANCOCK ENGINEERING CO	10TH AVE AND ROOSEVELT RD EMERGEN	TIF ADMINISTRATION	3,502.00
Total 105030:				40,813.23
105031	GREENWOOD TRANSFER	WASTE DISPOSAL	PUBLIC WORKS	44.28

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
105031	GREENWOOD TRANSFER	WASTE DISPOSAL	PUBLIC WORKS	44.28
105031	GREENWOOD TRANSFER	WASTE DISPOSAL	PUBLIC WORKS	402.07
105031	GREENWOOD TRANSFER	WASTE DISPOSAL	PUBLIC WORKS	88.56
Total 105031:				579.19
105032	H&H ELECTRIC COMPANY	STREET LIGHT MAINTENANCE	PUBLIC WORKS	1,911.47
105032	H&H ELECTRIC COMPANY	ELECTRICAL MAINTENANCE	PUBLIC WORKS	9,897.40
105032	H&H ELECTRIC COMPANY	ELECTRICAL MAINTENANCE	PUBLIC WORKS	13,624.28
105032	H&H ELECTRIC COMPANY	ELECTRICAL MAINTENANCE	PUBLIC WORKS	10,679.28
Total 105032:				36,112.43
105033	HACKIE CEMENT CORPORATION	PW-STREET REPAIR 901 N 2ND AVE	PUBLIC WORKS	4,975.00
Total 105033:				4,975.00
105034	HILDEBRAND SPORTING GOODS	(3) DESK PLATES	VILLAGE CLERK	66.00
Total 105034:				66.00
105035	JOHN RICE	PAVEMENT REPAIR 12TH ST. CHARLES	WATER & SEWER MAINTENANCE	4,999.00
Total 105035:				4,999.00
105036	JULIE INC	ANNUAL FAX TRANSMISSIONS	PUBLIC WORKS	1,387.30
Total 105036:				1,387.30
105037	KONICA MINOLTA BUSINESS	WATER-EQUIPMENT LEASE 4/2-5/1	WATER COLLECTIONS	8.27
Total 105037:				8.27
105038	M&J ASPHALT PAVING CO, INC.	2020 MFT ROADWAY IMPROVEMENTS	PUBLIC WORKS	5,000.00
Total 105038:				5,000.00
105039	Maria Elena Sanchez	TREE REMOVAL PROGRAM	COMMUNITY DEVELOPMENT	1,500.00
Total 105039:				1,500.00
105040	MEADE INC.	STREET LIGHT MAINTENANCE 8TH & HUR	PUBLIC WORKS	586.30
105040	MEADE INC.	TRAFFIC SIGNAL MAINTENANCE 5TH & MA	PUBLIC WORKS	1,957.37
Total 105040:				2,543.67
105041	MESIROW INSURANCE SERVICES	SURETY BOND *S.KUPTZ	HUMAN RESOURCES	415.00
Total 105041:				415.00
105042	MEYER- CENTURY LABS	PW-SEWER AID	WATER & SEWER MAINTENANCE	869.36
Total 105042:				869.36
105043	MICRO CENTER	WEB CAMERAS	MANAGEMENT INFORMATION SYSTE	279.95
Total 105043:				279.95

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
105044	MURPHY'S CONTRACTORS EQUIPME	BOBCAT TRACK LOADER RENTAL	PUBLIC WORKS	1,440.00
Total 105044:				1,440.00
105045	NATHANIEL LEONARD	REFUND PAID 2X FOR PARKING CITATION	CORPORATE	70.00
Total 105045:				70.00
105046	NEGOV	SOFTWARE RENEWAL 3/28/21-3/27/22	HUMAN RESOURCES	5,522.90
Total 105046:				5,522.90
105047	NICOR GAS	ACCT #36-31-27-3655 0 11/16-12/20	PUBLIC WORKS	140.07
105047	NICOR GAS	GAS SERVICE 2/16-3/17	PUBLIC WORKS	151.03
Total 105047:				291.10
105048	NICOR GAS 02-24-58-0000 4	GAS/HEAT SERVICE 12/15-1/15/21	PUMP STATION OPERATIONS	343.10
105048	NICOR GAS 02-24-58-0000 4	ACCT #02-24-58-0000 4 *2/15-3/16	PUBLIC WORKS	301.53
Total 105048:				644.63
105049	OFFICE DEPOT	OFFICE SUPPLIES	PUBLIC WORKS	157.92
105049	OFFICE DEPOT	OFFICE SUPPLIES	CODE ENFORCEMENT	80.59
105049	OFFICE DEPOT	OFFICE SUPPLIES	CODE ENFORCEMENT	265.87
105049	OFFICE DEPOT	OFFICE SUPPLIES	POLICE	59.70
105049	OFFICE DEPOT	OFFICE SUPPLIES	POLICE	497.97
105049	OFFICE DEPOT	HR-OFFICE SUPPLIES	HUMAN RESOURCES	154.43
Total 105049:				1,216.48
105050	Phyllis Flowers	TREE REMOVAL PROGRAM	COMMUNITY DEVELOPMENT	1,500.00
Total 105050:				1,500.00
105051	AT&T	FIRZ5311910651 3/17-4/16	FIRE	4,584.37
Total 105051:				4,584.37
105052	SBC GLOBAL SERVICES, INC.	FIR-MAINTENANCE BILLING 4/29-5/28/2021	FIRE	221.45
105052	SBC GLOBAL SERVICES, INC.	FIR-MAINTENANCE BILLING 4/30-5/29/2021	FIRE	175.40
105052	SBC GLOBAL SERVICES, INC.	MAINTENANCE BILLING 5/2-6/1	POLICE	373.94
105052	SBC GLOBAL SERVICES, INC.	MAINT AGREEMENT 6/2-7/1	POLICE	373.94
Total 105052:				1,144.73
105053	SIGNCO	BANNER	POLICE	200.00
105053	SIGNCO	FIR-HOSE DECALS	FIRE	160.00
105053	SIGNCO	FIR-CUSTOM SIGNAGE	FIRE	200.00
Total 105053:				560.00
105054	SIRCHIE FINGER PRINT LAB	POL-EVIDENCE BOXES	POLICE	77.30
Total 105054:				77.30
105055	STANDARD EQUIPMENT CO.	FLEXIBLE HOSE	WATER & SEWER MAINTENANCE	52.58

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 105055:				52.58
105056	SUBURBAN LABORATORIES INC	WATER SAMPLING	PUMP STATION OPERATIONS	915.00
105056	SUBURBAN LABORATORIES INC	DRINKING WATER COLIFORM TESTING	PUMP STATION OPERATIONS	390.00
105056	SUBURBAN LABORATORIES INC	DRINKING WATER COLIFORM TESTING	PUMP STATION OPERATIONS	225.00
105056	SUBURBAN LABORATORIES INC	DRINKING WATER COLIFORM TESTING	PUMP STATION OPERATIONS	975.00
105056	SUBURBAN LABORATORIES INC	DRINKING WATER COLIFORM TESTING	PUMP STATION OPERATIONS	450.00
105056	SUBURBAN LABORATORIES INC	DRINKING WATER COLIFORM TESTING	PUMP STATION OPERATIONS	450.00
105056	SUBURBAN LABORATORIES INC	PW-COLIFORM TESTING	PUMP STATION OPERATIONS	450.00
Total 105056:				3,855.00
105057	T.P.I.	CONTRACTOR/PLUMBING/BUILDING INSP	CODE ENFORCEMENT	8,159.73
Total 105057:				8,159.73
105058	TRANS UNION LLC	EMPLOYEE SERVICES	HUMAN RESOURCES	85.00
Total 105058:				85.00
105059	TREANNA BEGETT	TREE REMOVAL PROGRAM	COMMUNITY DEVELOPMENT	750.00
Total 105059:				750.00
105060	TYCO FIRE & SECURITY	ANNUAL SERVICE CHARGE	PUBLIC WORKS	.02
105060	TYCO FIRE & SECURITY	ANNUAL SERVICE CHARGE	PUBLIC WORKS	.02
105060	TYCO FIRE & SECURITY	SECURITY SYSTEM @ PUMP STATION	PUBLIC WORKS	.02
Total 105060:				.06
105061	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS * A. BROOKS	FIRE	149.75
105061	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS * A. JACKSON	FIRE	42.85
105061	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS * D. ALBANESE	FIRE	44.75
105061	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS * A. JACKSON	FIRE	142.60
105061	VCG UNIFORM/CARLSON MURRAY	FIR-DRESS UNIFORM * M. JONES	FIRE	335.70
105061	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS * A. COKER	FIRE	312.45
Total 105061:				1,028.10
105062	VENUS MEADOWS	REIMB.LERM CONF *MAY 27-29,2021	POLICE	829.04
Total 105062:				829.04
105063	VISION SERVICE PLAN (IV)	VISION CARE PREM *JUNE 2021	CENTRAL SERVICES	2,452.72
Total 105063:				2,452.72
105064	W.S. DARLEY & CO	FIR-NEW SAW BLADES	FIRE	138.43
Total 105064:				138.43
105065	WIGIT'S TRUCK SERVICE	PW-SERVICE CALL FOR BOBCAT	PUBLIC WORKS	1,216.97
105065	WIGIT'S TRUCK SERVICE	SERVICE EQUIPMENT	PUBLIC WORKS	157.50
105065	WIGIT'S TRUCK SERVICE	REMOVE SPREADER #234	LAND & BUILDINGS	241.38
105065	WIGIT'S TRUCK SERVICE	INSTALL BROOMS ELGIN SWEEPER	WATER & SEWER MAINTENANCE	760.00
105065	WIGIT'S TRUCK SERVICE	LOADER REPAIRS	PUBLIC WORKS	225.00
105065	WIGIT'S TRUCK SERVICE	240 REPAIR NO START	PUBLIC WORKS	157.50

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
105065	WIGIT'S TRUCK SERVICE	PW-CONCRETE SAW BATTERY	PUBLIC WORKS	425.82
Total 105065:				3,184.17
105066	WINKLER TREE SERVICE	CHIPPING (VARIOUS)	PUBLIC WORKS	1,440.00
105066	WINKLER TREE SERVICE	TREE TRIMMING VARIOUS015052400	PUBLIC WORKS	1,162.00
105066	WINKLER TREE SERVICE	TREE MAINTENANCE (VARIOUS)	PUBLIC WORKS	1,080.00
105066	WINKLER TREE SERVICE	TREE TRIMMING VARIOUS	PUBLIC WORKS	1,384.00
105066	WINKLER TREE SERVICE	TREE TRIMMING 2110 S. 8TH	PUBLIC WORKS	574.00
105066	WINKLER TREE SERVICE	TREE MAINTENANCE (VARIOUS)	PUBLIC WORKS	3,640.00
105066	WINKLER TREE SERVICE	1921 S. 21ST BRANCH REMOVAL	PUBLIC WORKS	500.00
105066	WINKLER TREE SERVICE	TREE MAINTENANCE (VARIOUS)	PUBLIC WORKS	1,500.00
105066	WINKLER TREE SERVICE	BRANCH REMOVAL 1619 S. 20TH	PUBLIC WORKS	450.00
105066	WINKLER TREE SERVICE	TREE REMOVAL 1921 S. 21ST	PUBLIC WORKS	2,000.00
105066	WINKLER TREE SERVICE	REMOVE FALLEN LIMB	PUBLIC WORKS	300.00
Total 105066:				14,030.00
105067	ZARNOTH BRUSH WORKS, INC.	SWEEPER BROOMS	WATER & SEWER MAINTENANCE	1,178.00
Total 105067:				1,178.00
105068	ACCUTRON	COMPUTER CNSLTING *JUN 2021	MANAGEMENT INFORMATION SYSTE	6,300.00
Total 105068:				6,300.00
105069	AIR ONE EQUIPMENT	AIR TEST/FILTER AIR INTAKE	FIRE	150.00
Total 105069:				150.00
105070	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 5/31-6/11	POLICE & FIRE COMMISSION	800.00
Total 105070:				800.00
105071	ALPHA PRIME COMMUNICATIONS	FIR-EMERGENCY NOTIFICATION PAGER	FIRE	550.00
Total 105071:				550.00
105072	AMERICAN RECYCLING & DISPOSAL	PW-WASTE DISPOSAL SERVICE	WATER & SEWER MAINTENANCE	291.58
Total 105072:				291.58
105073	ANIMAL WELFARE LEAGUE	ANIMAL IMPOUNDMENT *APR 2021	CODE ENFORCEMENT	1,908.00
Total 105073:				1,908.00
105074	ARTISTIC ENGRAVING	FIR-BRONAUGH DRESS BADGE FOR DRES	FIRE	62.75
Total 105074:				62.75
105075	BROADVIEW ANIMAL HOSPITAL	IMPOUNDED ANIMALS - JANUARY 2021	CODE ENFORCEMENT	1,310.00
105075	BROADVIEW ANIMAL HOSPITAL	IMPOUNDED ANIMALS - FEBRUARY 2021	CODE ENFORCEMENT	1,207.00
105075	BROADVIEW ANIMAL HOSPITAL	IMPOUNDED ANIMALS - MARCH 2021	CODE ENFORCEMENT	2,875.00
105075	BROADVIEW ANIMAL HOSPITAL	IMPOUNDED ANIMALS - APRIL 2021	CODE ENFORCEMENT	3,146.00
105075	BROADVIEW ANIMAL HOSPITAL	IMPOUNDED ANIMALS - MAY 2021	CODE ENFORCEMENT	2,848.00
Total 105075:				11,386.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
105076	CARMEN RIVERA	REIMB.BREAKFAST WORKFORCE	HUMAN RESOURCES	110.96
Total 105076:				110.96
105077	CHRISTOPHER BROWN	P&F-MEETING 6/10/2021	POLICE & FIRE COMMISSION	150.00
Total 105077:				150.00
105078	COOK COUNTY RECORDER OF DEED	RECORDING OF LIENS	LAW	704.00
Total 105078:				704.00
105079	CUOMO CATERING	BAL DUE-EMPLOYEE BREAKFAST	HUMAN RESOURCES	100.00
Total 105079:				100.00
105080	EMSAR CHICAGO/MILWAUKEE	FERNO PREVENTIVE MAINT	FIRE	1,548.57
Total 105080:				1,548.57
105081	EST. INC	SEWER FOAM CLEANER	WATER & SEWER MAINTENANCE	521.80
Total 105081:				521.80
105082	FIRE SERVICE INCORPORATED	FIR-AMBULANCE 501 AIR HORN INSTALLAT	FIRE	2,599.38
Total 105082:				2,599.38
105083	GENE WASHINGTON	P&F-MEETING 6/10/2021	POLICE & FIRE COMMISSION	150.00
Total 105083:				150.00
105084	INTERNATIONAL INSTITUTE OF	MEMBERSHIP DUES *C.THOMPkins	VILLAGE CLERK	115.00
Total 105084:				115.00
105085	INTERSTATE BATTERIES	BATTERIES FOR SCBA HARNESSSES	FIRE	120.95
Total 105085:				120.95
105086	JAMES T BREWER	P&F-MEETING 6/10/2021	POLICE & FIRE COMMISSION	150.00
Total 105086:				150.00
105087	JKS VENTURES, INC.	3/4" LIMESTONE	MOTOR FUEL TAX	1,873.00
105087	JKS VENTURES, INC.	PULVERIZED TOP SOIL	LAND & BUILDINGS	324.00
Total 105087:				2,197.00
105088	KONICA MINOLTA BUSINESS	DISPATCH-EQUIPMENT LEASE 3/2/21-4/1/2	POLICE	384.38
Total 105088:				384.38
105089	M.E. Simpson Company, Inc.	LEAK DETECTION SVC 610 12TH AVE	WATER & SEWER MAINTENANCE	475.00
105089	M.E. Simpson Company, Inc.	LEAK DETECTION SERVICES	WATER & SEWER MAINTENANCE	725.00
Total 105089:				1,200.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
105090	MARK DWYER	PLUMBING SERVICES 06/03-6/11	CODE ENFORCEMENT	666.65
Total 105090:				666.65
105091	NAFISCO INC	BARRICADE RENTAL	WATER & SEWER MAINTENANCE	1,097.70
Total 105091:				1,097.70
105092	ON THE MARK	SHUTDOWN & VALVE REPAIR RANDOLPH	WATER & SEWER MAINTENANCE	1,700.00
Total 105092:				1,700.00
105093	PETTY CASH	REIMB.OFFICE SUPPLIES *C.PALMER	CODE ENFORCEMENT	34.94
Total 105093:				34.94
105094	PUBLIC SAFETY DIRECT, INC.	POLICE/STRIP UNIT 117	POLICE	800.00
Total 105094:				800.00
105095	ROMEOVILLE FIRE ACADEMY	FIR-TRAINING W. STICHIA AND H. ZOLO	FIRE	1,100.00
Total 105095:				1,100.00
105096	RONEY RILEY	P&F-MEETING 6/10/2021	POLICE & FIRE COMMISSION	150.00
Total 105096:				150.00
105097	STAPLES ADVANTAGE	FIR-OFFICE SUPPLIES	FIRE	191.58
105097	STAPLES ADVANTAGE	FIR-OFFICE SUPPLIES	FIRE	41.78
Total 105097:				233.36
105098	STATE OF ILLINOIS	BOLILER INSPECTION @ POLICE DEPT.	PUBLIC WORKS	70.00
Total 105098:				70.00
105099	WAYNE WELCH	P&F-MEETING 6/10/2021	POLICE & FIRE COMMISSION	200.00
Total 105099:				200.00
105100	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	306.50
Total 105100:				306.50
105101	AT&T	708 R060166 4321 4/17-5/16	POLICE	1,523.81
Total 105101:				1,523.81
105102	BROADVIEW TRUE VALUE HARDWAR	PW-MAINTENANCE SUPPLIES	PUBLIC WORKS	883.98
Total 105102:				883.98
105103	DOOR AND WINDOW GUARD	811 S 10 (25)WINDOWS, 1 - DOOR RENTAL		483.00
105103	DOOR AND WINDOW GUARD	809 S 10TH (4) WINDOW RENTAL 6/24-7/24		72.00
Total 105103:				555.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
105104	DRIVEN FENCE, INC	6' PANEL CONTRACT EXTENSION 6/9-12/9/	CODE ENFORCEMENT	401.52
Total 105104:				401.52
105105	EMERGENCY MEDICAL PRODUCTS	FIR-MEDICAL SUPPLIES	FIRE	561.04
105105	EMERGENCY MEDICAL PRODUCTS	FIR-MEDICAL SUPPLIES	FIRE	1,672.54
Total 105105:				2,233.58
105106	FIRE SERVICE INCORPORATED	FIR-TRUCK 502 MARKER LIGHTS REPLACE	FIRE	408.95
105106	FIRE SERVICE INCORPORATED	FIR-TRUCK 502 OIL CHANGE AND LUBE / C	FIRE	1,800.00
105106	FIRE SERVICE INCORPORATED	FIR-TRUCK 502 AERIAL REPAIR	FIRE	2,273.36
Total 105106:				4,482.31
105107	GLOBAL SURVELLIANCE.COM, INC.	POLICE/SURVELLANCE SYSTEM	POLICE	2,800.00
Total 105107:				2,800.00
105108	H&H ELECTRIC COMPANY	ELECTRICAL MAINTENANCE 2/23	PUBLIC WORKS	1,195.56
105108	H&H ELECTRIC COMPANY	ELECTRICAL MAINTENANCE 3/1/2021	PUBLIC WORKS	2,551.89
Total 105108:				3,747.45
105109	ILLINOIS CITY/COUNTY MGMT ASSC	MEMBERSHIP DUES *C.WELLS-ARMSTRO	VILLAGE MANAGER	258.13
Total 105109:				258.13
105110	ILLINOIS DEPARTMENT OF	MAINTENANCE OF TRAFFIC SIGNALS	PUBLIC WORKS	4,554.99
Total 105110:				4,554.99
105111	IMPACTOR INC	GARAGE DEMO - 420 S. 5TH AVE.		2,000.00
105111	IMPACTOR INC	GARAGE DEMO - 1112 S. 6TH AVE.		2,300.00
Total 105111:				4,300.00
105112	JUIETTE PAYNE	PHOTOGRAPHY SERVICES	HUMAN RESOURCES	375.00
Total 105112:				375.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 05/31 - 1200(A,B,C) ORCHARD		1,000.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 05/03 - 2105 S. 7TH AVE.		50.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 05/31 - 250 S. 20TH AVE.		100.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 06/06 - 901 S. 4TH AVE.		2,700.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 06/06 - 1716 S. 8TH AVE.		150.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 06/03 - 305 S. 11TH AVE.		2,000.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 06/03 - 914 ST. CHARLES		2,500.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 05/10 - 810 S. 11TH AVE.		50.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 05/10 - 1817 S. 21ST AVE.		60.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 05/10 - 1604 ST. CHARLES		50.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 06/13 - 1938 S. 7TH AVE.		300.00
105113	MAGNUS AND ANDERSON	CUT/DEBRIS 06/13 - 1821 S. 7TH AVE.		2,800.00
Total 105113:				11,760.00
105114	NORCOMM	FIR-EMERGENCY RADIO COMMUNICATION	FIRE	4,846.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 105114:				4,846.00
105115	NU LIFE TIRE SERVICE	2 NEW TIRES #235	LAND & BUILDINGS	362.50
105115	NU LIFE TIRE SERVICE	SWEEPER TIRE REPAIRS	PUBLIC WORKS	145.00
105115	NU LIFE TIRE SERVICE	JOHN DEERE TIRE REPAIRS	LAND & BUILDINGS	70.00
105115	NU LIFE TIRE SERVICE	BACKHOE TIRE REPAIRS	WATER & SEWER MAINTENANCE	145.00
105115	NU LIFE TIRE SERVICE	TIRE REPAIRS #244	PUBLIC WORKS	130.00
105115	NU LIFE TIRE SERVICE	BOBCAT TIRE REPAIRS	PUBLIC WORKS	90.00
105115	NU LIFE TIRE SERVICE	SWEEPER TIRE REPAIRS	PUBLIC WORKS	70.00
105115	NU LIFE TIRE SERVICE	FOAM FILL TIRES JOHN DEERE	PUBLIC WORKS	740.00
105115	NU LIFE TIRE SERVICE	LAWNMOWER TIRE REPAIRS	LAND & BUILDINGS	60.00
105115	NU LIFE TIRE SERVICE	1 TIRE REPAIR-RD SVC	CODE ENFORCEMENT	55.00
105115	NU LIFE TIRE SERVICE	TIRE REPAIRS #253	PUBLIC WORKS	237.50
Total 105115:				2,105.00
105116	PAYLESS AUTO BODY	FIR-UNIT 509 REFURBISHMENT	FIRE	1,572.30
Total 105116:				1,572.30
105117	PEP BOYS	COD-M215213-AC LEAK EVAL/REFRIGERA	CODE ENFORCEMENT	239.85
105117	PEP BOYS	COD-M154883-SWAY BAR/CONTROL ARM/	CODE ENFORCEMENT	1,396.50
105117	PEP BOYS	COD-M161189-SOLARUS/WIPERS/TPMS KI	CODE ENFORCEMENT	672.44
105117	PEP BOYS	COD-M159205-CLEAN BRAKES/WIPERS/BU	CODE ENFORCEMENT	79.84
105117	PEP BOYS	COD-M159206-SHOCKS/WHEEL ALIGN/STE	CODE ENFORCEMENT	1,882.41
Total 105117:				4,271.04
105118	PORTER LEE CORPORATION	BEAST INVENTORY MACHINE	POLICE	954.00
Total 105118:				954.00
105119	RONALD POWELL DBA	REMOVE/INSTALL *MAYOR DECALS	VILLAGE MANAGER	3,910.00
Total 105119:				3,910.00
105120	T.P.I.	PLUMBING/BLDG INSP SVCS 05/2021	CODE ENFORCEMENT	4,809.00
Total 105120:				4,809.00
105121	TAPPED IN INC	POLICE/GARAGE CLEANING	POLICE	3,000.00
Total 105121:				3,000.00
105122	TRI COUNTY BOARD UP	BOARD UP 31 N. 8TH AVE. 4/30		888.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 2019 ST. CHARLES 3/3		275.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 1011 S. 7TH AVE.3/4		75.00
105122	TRI COUNTY BOARD UP	BROAD-UP - 1201 S. 6TH 3/17		145.00
105122	TRI COUNTY BOARD UP	BROAD-UP - 1602 MADISON 3/25		75.00
105122	TRI COUNTY BOARD UP	BROAD-UP - 149 S. 18TH AVE. 4/10		580.00
105122	TRI COUNTY BOARD UP	BROAD-UP - 1602 MADISON 4/10		75.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 914 ST. CHARLES 4/10		215.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 32 S. 15TH AVE 4/10		460.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 426 S. 21ST 4/10		810.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 1006 S. 8TH AVE.5/5		670.00
105122	TRI COUNTY BOARD UP	BOARD UP - 500 S. 5TH AVE. 5/5		85.00
105122	TRI COUNTY BOARD UP	BOARD UP - 624 S. 19TH AVE. 4/30		175.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
105122	TRI COUNTY BOARD UP	BOARD-UP - 305 S. 11TH AVE. 5/7		175.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 29 S. 20TH AVE. 5/7		85.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 426 S. 21ST AVE. 5/10		85.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 518 S. 10TH 5/18		580.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 2025 S. 3RD AVE. 5/17		250.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 2021 S. 3RD AVE. 5/17		140.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 30 MADISON ST 6/2		85.00
105122	TRI COUNTY BOARD UP	BOARD UP - 1014 S. 11TH AVE. 8/28		110.00
105122	TRI COUNTY BOARD UP	BOARD UP - 1418 S. 2ND AVE. 8/28		75.00
105122	TRI COUNTY BOARD UP	BOARD UP - 62 & 54 & 56 S. 19TH AVE. 9/11		225.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 914 ST. CHARLES RD. 9/15		110.00
105122	TRI COUNTY BOARD UP	BOARD UP - 1201 S. 16TH AVE. 9/15		75.00
105122	TRI COUNTY BOARD UP	BOARD UP - 1201 S. 17TH AVE. 9/18		75.00
105122	TRI COUNTY BOARD UP	BOARD UP - 2008 S. 7TH AVE. 9/21		75.00
105122	TRI COUNTY BOARD UP	BOARD UP - 1938 S. 3RD 10/19		110.00
105122	TRI COUNTY BOARD UP	BOARD UP - 1218 S. 1ST AVE. 10/22		75.00
105122	TRI COUNTY BOARD UP	BOARD UP - 1105 S. 1ST AVE. 10/22		145.00
105122	TRI COUNTY BOARD UP	BOARD UP - 1201 S. 16TH AVE. 7/31		122.00
105122	TRI COUNTY BOARD UP	BOARD UP - 32 S. 16TH AVE.		75.00
105122	TRI COUNTY BOARD UP	BOARD UP - 1323 S. 5TH AVE. 12/3		215.00
105122	TRI COUNTY BOARD UP	BOARD UP - 914 ST. CHARLES 12/3		99.00
105122	TRI COUNTY BOARD UP	BOARD UP - 7 S. 20TH AVE. 12/11		285.00
105122	TRI COUNTY BOARD UP	BOARD UP - 1609 S. 2ND AVE. 12/18		180.00
105122	TRI COUNTY BOARD UP	BOARD UP - 426 S. 21ST 3/23		320.00
105122	TRI COUNTY BOARD UP	BOARD UP - 803 S. 4TH AVE 5/25.		140.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 1418 S. 7TH AVE. 2/18		110.00
105122	TRI COUNTY BOARD UP	BOARD-UP - 1600 S. 1ST AVE.1/13		406.00
105122	TRI COUNTY BOARD UP	BROAD UP - 1201 S. 16TH 11/10		110.00
105122	TRI COUNTY BOARD UP	BOARD UP - 317 S. 11TH AVE. 8/11		106.50
105122	TRI COUNTY BOARD UP	BOARD UP - 62 S. 19TH AVE. 7/23		75.00
105122	TRI COUNTY BOARD UP	BOARD UP - 209 S. 15TH AVE. 7/29		110.00
105122	TRI COUNTY BOARD UP	BOARD UP - 828 S. 18TH AVE. 7/1		390.00
105122	TRI COUNTY BOARD UP	BOARD UP - 624 S. 19TH AVE. 5/27		75.00
105122	TRI COUNTY BOARD UP	BOARD UP - 1418 S. 2ND AVE. 5/15		672.00
105122	TRI COUNTY BOARD UP	BOARD UP - 811 S. 10TH 5/15		75.00
Total 105122:				10,568.50
105123	WIGIT'S TRUCK SERVICE	TRUCK#233*STEERING COLUMN*ELECTRI	PUBLIC WORKS	2,912.94
105123	WIGIT'S TRUCK SERVICE	FIR-AMBULANCE 500 OIL CHANGE	FIRE	184.62
Total 105123:				3,097.56
105124	BICYCLE HEATING & AIR INC	HVAC SERVICE CALL*PD	PUBLIC WORKS	780.00
Total 105124:				780.00
105125	Don Garvey	REFUND INSPECTION/NOT REQUIRED	CORPORATE	900.00
Total 105125:				900.00
105126	MAGNUS AND ANDERSON	CUT/DEBRIS 05/03 - 828 S. 17TH AVE.		75.00
105126	MAGNUS AND ANDERSON	CUT/DEBRIS 06/14 - 1711 S. 4TH AVE.		200.00
105126	MAGNUS AND ANDERSON	CUT/DEBRIS 06/21 - 1411 S. 18TH AVE.		2,900.00
105126	MAGNUS AND ANDERSON	CUT/DEBRIS 06/21 - 201 ROOSEVELT		1,800.00
Total 105126:				4,975.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
105127	MURRAY AND TRETTEL, INC	PW-SNOW & ICE STORM WARNING*2020	PUBLIC WORKS	1,050.00
Total 105127:				1,050.00
105128	OLD REPUBLIC TITLE	OVRPMT TRSFR STMP *820 S 14TH	CORPORATE	104.00
Total 105128:				104.00
105129	PETRIT SULKOLLARI	REFUND SALE CANCELLED	CORPORATE	308.00
Total 105129:				308.00
105130	VICTOR E. PUSCAS, JR.	ADMINISTRATIVE HEARINGS - 06/04/21 & 0	COMMUNITY DEVELOPMENT	750.00
Total 105130:				750.00
105131	WESTCHESTER LOCK KEY SVC	NEW LOCKS*MAYOR*MANAGER*CODE	PUBLIC WORKS	400.00
Total 105131:				400.00
105132	Andrea Henderson	FLOOD CONTROL PROGRAM	WATER & SEWER MAINTENANCE	1,750.00
Total 105132:				1,750.00
105133	Jannette Street	FLOOD CONTROL PROGRAM	WATER & SEWER MAINTENANCE	1,500.00
Total 105133:				1,500.00
105134	ALEXANDER EQUIPMENT COMPANY	RADIATOR REPLACEMENT*WEATHER STRI	PUBLIC WORKS	2,935.18
Total 105134:				2,935.18
105135	ALLIED WASTE SERVICES #551	P/U & GARBAGE DISPOSAL *APRIL 2021	WATER COLLECTIONS	159,520.00
Total 105135:				159,520.00
105136	GREAT LAKES CONCRETE LLC	SEWER BASIN SUPPLIES	WATER & SEWER MAINTENANCE	1,255.88
Total 105136:				1,255.88
105137	PLOTE CONSTRUCTION INC. D.B.A.	COLD PATCH 29.95 TON	MOTOR FUEL TAX	4,193.00
Total 105137:				4,193.00
105138	SIRCHIE FINGER PRINT LAB	SHORT PAID INVOICE CHECK #105054	POLICE	18.10
Total 105138:				18.10
105139	AA RENTAL CENTER	SKID STEER LOADER RENTAL	WATER & SEWER MAINTENANCE	462.50
Total 105139:				462.50
105140	Alberto Trevino	POL-INTERNET SERVICE	POLICE	63.15
Total 105140:				63.15
105141	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 6/14-6/25	POLICE & FIRE COMMISSION	800.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 105141:				800.00
105142	ALPHA PRIME COMMUNICATIONS	FIR-ANTENNA REPAIR FOR ENGINE 506	FIRE	188.00
Total 105142:				188.00
105143	AMALGAMATED BANK OF CHICAGO	ADMIN FEE 6/1/21-5/31/22	FINANCE	500.00
Total 105143:				500.00
105144	AMERICAN HEART ASSOCIATION	FIR-CPR TRAINING MATERIALS FOR FD IN	FIRE	297.50
Total 105144:				297.50
105145	ARTISTIC ENGRAVING	FIR-PATCHES FOR UNIFORMS	FIRE	275.00
Total 105145:				275.00
105146	ASHLAND ADDISON FLORIST	SYMPATHY SPRAY *A. SMITH	HUMAN RESOURCES	65.00
Total 105146:				65.00
105147	AUTOMATIC CONTROL SERVICES	REPLACE MCC W OIT COMPUTER	TIF ADMINISTRATION	10,612.00
Total 105147:				10,612.00
105148	AUTOZONE	FIR-MOTOR OIL	FIRE	134.84
105148	AUTOZONE	FIR-CARPORT CHARGER	FIRE	13.79
Total 105148:				148.63
105149	BLUE CROSS BLUE SHIELD	HEALTH INS COVERAGE *JULY 2021	CENTRAL SERVICES	302,984.64
Total 105149:				302,984.64
105150	CARIBE HAND CAR WASH	POLICE-CAR WASHES	POLICE	180.00
105150	CARIBE HAND CAR WASH	POLICE-CAR WASHES	POLICE	214.00
Total 105150:				394.00
105151	CENTURY SPRINGS	WATER EQUIPMENT RENTAL	PRESIDENT & TRUSTEES	110.94
Total 105151:				110.94
105152	CHRISTOPHER BROWN	P&F-MEETING 6/24/2021	POLICE & FIRE COMMISSION	150.00
Total 105152:				150.00
105153	CINTAS CORPORATION #344	UNIFORM SERVICE	PUBLIC WORKS	997.29
Total 105153:				997.29
105154	COMCAST	METRA-PHONE/INT SVC	PUBLIC WORKS	118.35
Total 105154:				118.35
105155	COMCAST	BLDG PHONE SERVICE 700 ST. CHARLES 5	FIRE	438.40

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 105155:				438.40
105156	COMCAST	PUMP STATION PHONE/INTERNET	PUMP STATION OPERATIONS	222.46
Total 105156:				222.46
105157	COMED	ELECTRIC SERVICE	MOTOR FUEL TAX	137.89
Total 105157:				137.89
105158	COMED #0277784031	ELECTRIC SERVICE	MOTOR FUEL TAX	1,732.66
Total 105158:				1,732.66
105159	COMED #5653018024	ELECTRIC SERVICE	MOTOR FUEL TAX	25.19
Total 105159:				25.19
105160	COOK COUNTY	FOOD ESTABLISHMENT INSPECTION FOR	CODE ENFORCEMENT	6,600.00
Total 105160:				6,600.00
105161	Eddie J. Webber Jr.	TREE REMOVAL PROGRAM	COMMUNITY DEVELOPMENT	750.00
Total 105161:				750.00
105162	ESO SOLUTIONS, INC	FIREHOUSE SFTWRE *ANNUAL SPRT	FIRE	716.11
Total 105162:				716.11
105163	GEM ELECTRIC SUPPLY INC	FIR-ELECTRICAL SUPPLIES	FIRE	28.20
Total 105163:				28.20
105164	GENE WASHINGTON	P&F-MEETING 6/24/2021	POLICE & FIRE COMMISSION	150.00
Total 105164:				150.00
105165	H&H ELECTRIC COMPANY	ELECTRICAL MAINTENANCE	PUBLIC WORKS	691.33
105165	H&H ELECTRIC COMPANY	STREET LIGHT MAINTENANCE	PUBLIC WORKS	2,105.94
Total 105165:				2,797.27
105166	HACKIE CEMENT CORPORATION	STREET REPAIR 910 N. 2ND	PUBLIC WORKS	4,975.00
Total 105166:				4,975.00
105167	HINCKLEY SPRINGS	COD-WATER & CUP EQUIPMENT RENTAL	CODE ENFORCEMENT	129.97
Total 105167:				129.97
105168	JAMES T BREWER	P&F-MEETING 6/24/2021	POLICE & FIRE COMMISSION	150.00
Total 105168:				150.00
105169	JKS VENTURES, INC.	3/4" LIMESTONE & PULVERIZED TOP SOIL	MOTOR FUEL TAX	1,493.50
105169	JKS VENTURES, INC.	PW-3/4 LIMESTONE & TOP SOIL	MOTOR FUEL TAX	1,547.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 105169:				3,040.50
105170	Karin Swihart	TREE REMOVAL PROGRAM	COMMUNITY DEVELOPMENT	1,300.00
Total 105170:				1,300.00
105171	LEWIS LAWN SERVICE INC.	CUT GRASS/DEBRIS - 5/31 & 6/21 - 1414 ST.		700.00
Total 105171:				700.00
105172	MAGNUS AND ANDERSON	CUT/DEBRIS 06/21 - 442 S. 16TH AVE.		1,500.00
Total 105172:				1,500.00
105173	MARK DWYER	COD-PLUMBING SVCS 6/15-6/24	CODE ENFORCEMENT	666.65
Total 105173:				666.65
105174	MCCANN INDUSTRIES INC	BACKHOE DIPPER PIN REPAIR	WATER & SEWER MAINTENANCE	657.00
Total 105174:				657.00
105175	MUNICIPAL EMPLOYEE	LIFE INS COVERAGE *JULY 2021	CENTRAL SERVICES	1,429.23
105175	MUNICIPAL EMPLOYEE	HEALTH/DENTAL COVERAGE *JULY 2021	CENTRAL SERVICES	105,403.90
Total 105175:				106,833.13
105176	NATIONAL LEAGUE OF CITIES	MEMBER DUES	VILLAGE MANAGER	1,953.00
Total 105176:				1,953.00
105177	NICOR GAS	ACCT #36-31-27-3655 0 3/17-4/15	PUBLIC WORKS	133.50
Total 105177:				133.50
105178	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	HUMAN RESOURCES	83.50
Total 105178:				83.50
105179	OM SAI Hospitality LLC	HOTEL ACCOMODATIONS FOR JACOB NU	POLICE	128.62
105179	OM SAI Hospitality LLC	HOTEL ACCOMODATIONS FOR JACOB NU	POLICE	128.62
105179	OM SAI Hospitality LLC	HOTEL ACCOMODATIONS FOR JACOB NU	POLICE	64.32
105179	OM SAI Hospitality LLC	HOTEL ACCOMODATIONS FOR JACOB NU	POLICE	128.62
105179	OM SAI Hospitality LLC	HOTEL ACCOMODATIONS FOR JACOB NU	POLICE	64.31
Total 105179:				514.49
105180	ROD OUTS LLC	REPAIR TOILET 2ND FLR. LADIES WASHRO	PUBLIC WORKS	225.00
Total 105180:				225.00
105181	RONEY RILEY	P&F-MEETING 6/24/2021	POLICE & FIRE COMMISSION	150.00
Total 105181:				150.00
105182	SPORTSFIELDS, INC.	BASEBALL FIELD MATERIAL/SPPLS	LAND & BUILDINGS	2,000.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 105182:				2,000.00
105183	STAPLES ADVANTAGE	FIR-OFFICE SUPPLIES	FIRE	36.66
Total 105183:				36.66
105184	STATE INDUSTRIAL PRODUCTS CORP	BLOCK WORX, PIT RAIDER & PRIMEZYME	WATER & SEWER MAINTENANCE	1,133.29
Total 105184:				1,133.29
105185	TRANS UNION LLC	HR-EMPLOYEE SERVICES	HUMAN RESOURCES	85.00
Total 105185:				85.00
105186	VISION SERVICE PLAN (IV)	VISION CARE PREM *JULY 2021	CENTRAL SERVICES	2,349.09
Total 105186:				2,349.09
105187	WAYNE WELCH	P&F-MEETING 6/24/2021	POLICE & FIRE COMMISSION	200.00
Total 105187:				200.00
105188	WINDOM PRODUCTIONS	BOARD MEETINGS/COMMUNITY NEWS	VILLAGE MANAGER	1,925.00
Total 105188:				1,925.00
Grand Totals:				2,569,758.97

VILLAGE OF MAYWOOD

Warrant List #200515 through July 8, 2021

The President and Board of Trustees of the Village of Maywood approve the following Warrant, as stated below and authorize the payment when funds are available.

President

Village Manager

Attest

Clerk

VILLAGE OF MAYWOOD

Open Invoices report as of July 8, 2021.

The President and Board of Trustees of the Village of Maywood approve the following Invoices, as stated below and authorize the payment when, payment is due and funds are available.

President

Village Manager

Attest

Clerk

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
10 A T & T								
	421 7084504471	1	POL-7084504471 04 3/26-4/25	Invoice	04/25/2021	7,792.62	7,792.62	01-19-55400
	Total 708450447104:					7,792.62	7,792.62	
	Total 10 A T & T:					7,792.62	7,792.62	
95 AMERICAN RECYCLING & DISPOSAL								
	621 26941	1	PW-WASTE DISPOSAL SERVICE	Invoice	05/07/2021	511.60	511.60	01-50-52400
	Total 26941:					511.60	511.60	
	621 27091	1	PW-WASTE DISPOSAL SERVICE	Invoice	05/27/2021	546.40	546.40	01-50-52400
	Total 27091:					546.40	546.40	
	Total 95 AMERICAN RECYCLING & DISPOSAL:					1,058.00	1,058.00	
118 ANIMAL WELFARE LEAGUE								
	621 9095	1	ANIMAL IMPOUNDMENT *MAY 2021	Invoice	05/31/2021	898.00	898.00	01-23-60300
	Total 9095:					898.00	898.00	
	Total 118 ANIMAL WELFARE LEAGUE:					898.00	898.00	
179 AT&T								
	521 05252021	1	708 R062981 9386 4/26-5/25	Invoice	05/25/2021	7,792.49	7,792.49	01-40-55400
	Total 05252021:					7,792.49	7,792.49	
	Total 179 AT&T:					7,792.49	7,792.49	
194 AT&T								
	421 04162021	1	FIN-708R0600499513 3/17-4/16	Invoice	04/16/2021	1,717.75	1,717.75	01-14-55400
	Total 04162021:					1,717.75	1,717.75	
	521 05162021	1	FIN-708R0600499513 4/17-5/16	Invoice	05/16/2021	1,717.75	1,717.75	01-14-55400
	Total 05162021:					1,717.75	1,717.75	
	Total 194 AT&T:					3,435.50	3,435.50	
195 AT&T								
	421 04162021	1	FIN-708Z5300597832 3/17-4/16	Invoice	04/16/2021	111.75	111.75	01-14-55400
	Total 04162021:					111.75	111.75	
	521 05162021	1	FIN-708Z5300597832 4/17-5/16	Invoice	05/16/2021	111.75	111.75	01-14-55400
	Total 05162021:					111.75	111.75	
	Total 195 AT&T:					223.50	223.50	
199 AT&T								
	421 04162021	1	FIR-708Z5302258771 3/17-4/16	Invoice	04/16/2021	3,435.50	3,435.50	01-41-55400

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
Total 04162021:						3,435.50	3,435.50	
Total 199 AT&T:						3,435.50	3,435.50	
200 AT&T								
421	04162021	1	FIN-708Z5302511724 3/17-4/16	Invoice	04/16/2021	3,435.50	3,435.50	01-14-55400
Total 04162021:						3,435.50	3,435.50	
521	05162021	1	FIN-708Z5302511724 4/17-5/16	Invoice	05/16/2021	3,435.50	3,435.50	01-14-55400
Total 05162021:						3,435.50	3,435.50	
Total 200 AT&T:						6,871.00	6,871.00	
203 AT&T								
521	05162021	1	FIR-708 Z530 0540 800 1 4/17-5/16	Invoice	05/16/2021	3,047.62	3,047.62	01-41-55400
Total 05162021:						3,047.62	3,047.62	
Total 203 AT&T:						3,047.62	3,047.62	
321 CARIBE HAND CAR WASH								
621	06092021	1	POL-POLICE CAR WASHES	Invoice	06/09/2021	174.00	174.00	01-40-51200
Total 06092021:						174.00	174.00	
Total 321 CARIBE HAND CAR WASH:						174.00	174.00	
340 CDS OFFICE TECHNOLOGIES								
521	INV1377251	1	IT ARBITRATOR MAYWOOD	Invoice	05/03/2021	190.00	190.00	01-40-52400
Total INV1377251:						190.00	190.00	
621	INV1383069	1	IT ARBITRATOR MAYWOOD	Invoice	06/01/2021	190.00	190.00	01-40-52400
Total INV1383069:						190.00	190.00	
Total 340 CDS OFFICE TECHNOLOGIES:						380.00	380.00	
407 CINTAS CORPORATION #344								
621	4086969390	1	UNIFORM SERVICE	Invoice	06/11/2021	324.99	324.99	01-50-61500
Total 4086969390:						324.99	324.99	
Total 407 CINTAS CORPORATION #344:						324.99	324.99	
428 CLIFFE PRINTING COMPANY								
521	12773	1	FIN-TRANSFER STAMP FORMS	Invoice	05/14/2021	290.00	290.00	01-14-52400
Total 12773:						290.00	290.00	
Total 428 CLIFFE PRINTING COMPANY:						290.00	290.00	
442 COMCAST								
521	05082021	1	POL-INTERNET SVC 5/12-6/11	Invoice	05/08/2021	666.87	666.87	01-40-55400

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
Total 05082021:						666.87	666.87	
Total 442 COMCAST:						666.87	666.87	
444 COMCAST								
	421 04252021	1	V/H-PHONE/INTERNET 4/29-5/28	Invoice	04/25/2021	483.76	483.76	01-14-55400
Total 04252021:						483.76	483.76	
	521 05252021	1	V/H-PHONE/INTERNET 5/29-6/28	Invoice	05/25/2021	483.44	483.44	01-14-55400
Total 05252021:						483.44	483.44	
Total 444 COMCAST:						967.20	967.20	
445 COMCAST								
	621 06032021	1	PUMP STATION PHONE/INTERNET	Invoice	06/03/2021	222.46	222.46	41-51-55400
Total 06032021:						222.46	222.46	
Total 445 COMCAST:						222.46	222.46	
454 COMED #0511089044								
	621 05122021	1	ELECTRIC SERVICE (STREETLIGHT	Invoice	05/12/2021	217.42	217.42	12-10-89013
Total 05122021:						217.42	217.42	
Total 454 COMED #0511089044:						217.42	217.42	
459 COMED #0031163443								
	621 05112021	1	STREETLIGHT MAINTENANCE	Invoice	05/11/2021	143.89	143.89	12-10-89013
Total 05112021:						143.89	143.89	
Total 459 COMED #0031163443:						143.89	143.89	
464 COMED #5490211003								
	621 05122021	1	STREETLIGHT MAINTENANCE	Invoice	05/12/2021	414.86	414.86	12-10-89013
Total 05122021:						414.86	414.86	
Total 464 COMED #5490211003:						414.86	414.86	
467 COMED #6080392012								
	621 05132021	1	STREET LIGHT MAINTENANCE	Invoice	05/13/2021	103.72	103.72	12-10-89013
Total 05132021:						103.72	103.72	
Total 467 COMED #6080392012:						103.72	103.72	
481 CONTINENTAL RESEARCH CORPATION								
	621 0026873	1	PW-NO BITE WEARABLE	Invoice	06/08/2021	355.92	355.92	01-50-62200
Total 0026873:						355.92	355.92	
	621 0026936	1	N.S.H.*WEED KILLER	Invoice	06/10/2021	1,994.07	1,994.07	01-50-62200

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
Total 0026936:						1,994.07	1,994.07	
Total 481 CONTINENTAL RESEARCH CORPATION:						2,349.99	2,349.99	
495 CORE & MAIN LP								
421	O017125	1	510M S/POINT M2 WIRED	Invoice	04/07/2021	1,935.00-	1,935.00-	41-52-60600
Total O017125:						1,935.00-	1,935.00-	
421	O017135	1	510M S/POINT M2 WIRED	Invoice	04/08/2021	1,935.00-	1,935.00-	41-52-60600
Total O017135:						1,935.00-	1,935.00-	
621	O153164	1	WATER & SEWER SUPPLIES	Invoice	05/04/2021	1,242.08	1,242.08	41-52-60600
Total O153164:						1,242.08	1,242.08	
621	O301101	1	B-BOX SUPPLIES	Invoice	05/28/2021	440.08	440.08	41-52-60600
Total O301101:						440.08	440.08	
Total 495 CORE & MAIN LP:						2,187.84-	2,187.84-	
587 DEARBORN NATIONAL								
621	07012021	1	LIFE INS PREM *JULY 2021	Invoice	06/25/2021	1,813.46	1,813.46	01-19-58000
Total 07012021:						1,813.46	1,813.46	
Total 587 DEARBORN NATIONAL:						1,813.46	1,813.46	
767 FOREST PRINTING								
421	106209	1	WATER-WINDOW ENVELOPES	Invoice	04/22/2021	934.40	934.40	41-55-55500
Total 106209:						934.40	934.40	
Total 767 FOREST PRINTING:						934.40	934.40	
768 FOREST SECURITY, INC.								
621	118394	1	QUARTERLY EQUIPMENT MAINTENA	Invoice	06/15/2021	1,336.59	1,336.59	01-40-52400
Total 118394:						1,336.59	1,336.59	
Total 768 FOREST SECURITY, INC.:						1,336.59	1,336.59	
857 GREENWOOD TRANSFER								
621	16600024	1	WASTE DISPOSAL	Invoice	06/06/2021	221.40	221.40	01-50-52400
Total 16600024:						221.40	221.40	
Total 857 GREENWOOD TRANSFER:						221.40	221.40	
867 HACKIE CEMENT CORPORATION								
621	INV-202141	1	SEWER REPAIR-1201 ORCHARD	Invoice	05/28/2021	3,975.00	3,975.00	41-52-53400
Total INV-202141:						3,975.00	3,975.00	

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
621	INV-202144	1	APRON REPAIR 1409 S. 2ND	Invoice	05/28/2021	1,800.00	1,800.00	41-52-53400
Total INV-202144:						1,800.00	1,800.00	
Total 867 HACKIE CEMENT CORPORATION:						5,775.00	5,775.00	
1394 ALTA CONSTRUCTION DBA MARTIN IMPLEMENT								
621	SS4/15417	1	KUBOTA REPAIRS S/N 14734	Invoice	05/18/2021	473.32	473.32	01-53-51200
Total SS4/15417:						473.32	473.32	
621	SS4/15541	1	KUBOTA MAINTENANCE REPAIR PUL	Invoice	05/23/2021	395.14	395.14	01-50-51200
Total SS4/15541:						395.14	395.14	
621	SW0616481	1	DAMAGE TO RENTAL MOWERS AFT	Invoice	06/10/2021	1,141.24	1,141.24	01-53-54500
Total SW0616481:						1,141.24	1,141.24	
Total 1394 ALTA CONSTRUCTION DBA MARTIN IMPLEMENT:						2,009.70	2,009.70	
1606 NU LIFE TIRE SERVICE								
621	B0436	1	211 TIRE REPAIR	Invoice	06/04/2021	70.00	70.00	41-52-51300
Total B0436:						70.00	70.00	
621	B0642	1	TIRE REPAIRS #232	Invoice	05/26/2021	115.00	115.00	01-50-51300
Total B0642:						115.00	115.00	
621	B0643	1	EQUIPMENT REPAIRS #199	Invoice	05/26/2021	22.50	22.50	01-53-51200
Total B0643:						22.50	22.50	
Total 1606 NU LIFE TIRE SERVICE:						207.50	207.50	
1616 OFFICE DEPOT								
421	1488254450	1	POL-OFFICE SUPPLIES	Invoice	02/03/2021	295.35	295.35	01-40-60100
Total 148825445001:						295.35	295.35	
421	14919211600	1	POL-OFFICE SUPPLIES	Invoice	02/04/2021	23.67	23.67	01-40-60100
Total 149192116001:						23.67	23.67	
421	1491923720	1	POL-OFFICE SUPPLIES	Invoice	02/04/2021	9.19	9.19	01-40-60100
Total 149192372001:						9.19	9.19	
421	1596138510	1	CASHIERS-OFFICE SUPPLIES	Invoice	03/18/2021	50.39	50.39	41-55-60100
Total 159613851001:						50.39	50.39	
421	1635777690	1	FIN-OFFICE SUPPLIES	Invoice	04/02/2021	16.99	16.99	01-14-60100
Total 163577769001:						16.99	16.99	

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
	421 1635877910	1	FIN-OFFICE SUPPLIES	Invoice	04/02/2021	5.69	5.69	01-14-60100
	Total 163587791001:					5.69	5.69	
	621 1676132990	1	COD-OFFICE SUPPLIES	Invoice	05/04/2021	359.96	359.96	01-23-60100
	Total 167613299001:					359.96	359.96	
	621 1676133570	1	COD-OFFICE SUPPLIES	Invoice	05/04/2021	160.53	160.53	01-23-60100
	Total 167613357001:					160.53	160.53	
	621 1676133590	1	COD-OFFICE SUPPLIES	Invoice	05/05/2021	51.98	51.98	01-23-60100
	Total 167613359001:					51.98	51.98	
	421 1678473050	1	FIN-OFFICE SUPPLIES	Invoice	04/19/2021	8.49	8.49	01-14-60100
	Total 167847305001:					8.49	8.49	
	421 1678495150	1	FIN-OFFICE SUPPLIES	Invoice	04/19/2021	95.45	95.45	01-14-60100
	Total 167849515001:					95.45	95.45	
	421 1688779690	1	FIN-OFFICE SUPPLIES	Invoice	04/20/2021	92.97	92.97	01-14-60100
	Total 168877969001:					92.97	92.97	
	521 1726803980	1	FIN-OFFICE SUPPLIES	Invoice	05/25/2021	155.52	155.52	01-14-60100
	Total 172680398001:					155.52	155.52	
	521 1726803980	1	FIN-OFFICE SUPPLIES	Invoice	05/26/2021	32.99	32.99	01-14-60100
	Total 172680398002:					32.99	32.99	
	521 1729919810	1	HR-OFFICE SUPPLIES	Invoice	05/25/2021	43.25	43.25	01-56-60100
	Total 172991981001:					43.25	43.25	
	521 1729970610	1	HR-OFFICE SUPPLIES	Invoice	05/25/2021	7.79	7.79	01-56-60100
	Total 172997061001:					7.79	7.79	
	521 1735959360	1	POL-OFFICE SUPPLIES	Invoice	05/18/2021	766.01	766.01	01-40-60100
	Total 173595936001:					766.01	766.01	
	621 1735967540	1	POL-OFFICE SUPPLIES	Invoice	06/02/2021	83.98	83.98	01-40-60100
	Total 173596754001:					83.98	83.98	
	621 17362811700	1	C/D-OFFICE SUPPLIES	Invoice	05/28/2021	106.72	106.72	01-54-60100
	Total 173628117001:					106.72	106.72	
	521 1739930310	1	CELLULAR PHONE CASE	Invoice	05/25/2021	28.99	28.99	01-20-55410

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
Total 173993031001:						28.99	28.99	
	521 1739933750	1	CELLULAR PHONE EQUIPMEN T	Invoice	05/25/2021	64.98	64.98	01-20-55410
Total 173993375001:						64.98	64.98	
	521 1743748990	1	FIN-OFFICE SUPPLIES	Invoice	05/18/2021	227.85	227.85	01-14-60100
Total 174374899001:						227.85	227.85	
	521 1743961040	1	HR-OFFICE SUPPLIES	Invoice	05/20/2021	87.96	87.96	01-56-60100
Total 174396104001:						87.96	87.96	
Total 1616 OFFICE DEPOT:						2,776.70	2,776.70	
1619 OFFICE TEAM								
	621 57857236	1	VMO-TEMP WORKER WK END *06/11	Invoice	06/15/2021	907.50	907.50	01-56-52400
Total 57857236:						907.50	907.50	
	621 57900555	1	VMO-TEMP WORKER WK END *06/18	Invoice	06/22/2021	1,295.25	1,295.25	01-56-52400
Total 57900555:						1,295.25	1,295.25	
Total 1619 OFFICE TEAM:						2,202.75	2,202.75	
1634 OTIS ELEVATOR COMPANY								
	621 1004003721	1	MAINTENANCE AGREEMENT VILLAG	Invoice	05/09/2021	861.18	861.18	01-50-51100
Total 100400372189:						861.18	861.18	
Total 1634 OTIS ELEVATOR COMPANY:						861.18	861.18	
1673 PAYLESS AUTO BODY								
	421 3049	1	POLICE/REPAIR OLD MAYOR'S CAR	Invoice	03/24/2021	2,706.99	2,706.99	01-40-51200
Total 3049:						2,706.99	2,706.99	
	421 3050	1	POLICE-M213621-PCV HOSE/START	Invoice	03/24/2021	449.97	449.97	01-40-51200
Total 3050:						449.97	449.97	
	421 3051	1	POLICE-MP14635-REMOVE PANEL/T	Invoice	02/10/2021	95.00	95.00	01-40-51200
Total 3051:						95.00	95.00	
	421 3052	1	POLICE/UNIT 111-MODULE/ALTERNA	Invoice	03/05/2021	1,481.39	1,481.39	01-40-51200
Total 3052:						1,481.39	1,481.39	
	421 3053	1	POLICE/M204552-SPARK PLUGS/COI	Invoice	03/15/2021	1,504.61	1,504.61	01-40-51200
Total 3053:						1,504.61	1,504.61	
	421 3077	1	FIR-UNIT 509 RESTORATION TO UND	Invoice	03/19/2021	2,994.90	2,994.90	01-41-51300

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
Total 3077:						2,994.90	2,994.90	
Total 1673 PAYLESS AUTO BODY:						9,232.86	9,232.86	
1701 PITNEY BOWES								
621	3104764818	1	FIN-EQUIPMENT RENTAL 5/30-8/29/2	Invoice	06/02/2021	886.65	886.65	01-14-54500
Total 3104764818:						886.65	886.65	
Total 1701 PITNEY BOWES:						886.65	886.65	
1702 PITNEY BOWES INC								
421	1017970003	1	POSTG.MTR.RNTL.SUPPLIES/POL	Invoice	04/19/2021	113.02	113.02	01-14-54500
Total 1017970003:						113.02	113.02	
521	1018103912	1	POSTG.MTR.RNTL.SUPPLIES/POL	Invoice	05/11/2021	226.04	226.04	01-14-54500
Total 1018103912:						226.04	226.04	
Total 1702 PITNEY BOWES INC:						339.06	339.06	
1750 QUICKET SOLUTIONS, INC.								
820	0000624	1	ANNUAL HARDWARE LEASE	Invoice	06/25/2020	4,752.00	4,752.00	01-40-52400
820	0000624		Chk No: 103202 (2)	Calculated	08/27/2020			01-10-20000
Total 0000624:						4,752.00	4,752.00	
820	000623	1	ANNUAL SUBSCRIPTION	Invoice	06/25/2020	24,000.00	24,000.00	01-40-52400
820	000623		Chk No: 103279 (2)	Calculated	09/03/2020			01-10-20000
Total 000623:						24,000.00	24,000.00	
Total 1750 QUICKET SOLUTIONS, INC.:						28,752.00	28,752.00	
1751 QUILL CORPORATION								
521	15877244	1	CASHER-OFFICE SUPPLIES	Invoice	05/20/2021	21.59	21.59	41-55-60100
Total 15877244:						21.59	21.59	
421	15899108	1	FIN-W2 FORMS	Invoice	04/08/2021	17.19	17.19	01-14-60100
Total 15899108:						17.19	17.19	
421	15905834	1	FIN-OFFICE SUPPLIES	Invoice	04/08/2021	115.96	115.96	01-14-60100
Total 15905834:						115.96	115.96	
421	16178247	1	WATER-OFFICE SUPPLIES	Invoice	04/20/2021	201.14	201.14	41-55-60100
Total 16178247:						201.14	201.14	
421	16210789	1	FIN-OFFICE SUPPLIES	Invoice	04/21/2021	21.98	21.98	01-14-60100
Total 16210789:						21.98	21.98	

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
	421 16303942	1	OFFICE EQUIPMENT	Invoice	04/26/2021	100.97	100.97	01-18-60100
	Total 16303942:					100.97	100.97	
	421 16408220	1	OFFICE EQUIPMENT	Invoice	04/29/2021	269.97	269.97	01-18-60100
	Total 16408220:					269.97	269.97	
	Total 1751 QUILL CORPORATION:					748.80	748.80	
1772 RAMROD DISTRIBUTORS, INC								
	621 784632-2	1	JANITORIAL SUPPLIES	Invoice	05/24/2021	52.13	52.13	01-53-60300
	Total 784632-2:					52.13	52.13	
	621 785808	1	JANITORIAL SUPPLIES	Invoice	05/24/2021	2,274.30	2,274.30	01-53-60300
	Total 785808:					2,274.30	2,274.30	
	Total 1772 RAMROD DISTRIBUTORS, INC:					2,326.43	2,326.43	
1809 RICHMOND & SONS, INC.								
	621 06172021	1	PEST CONTROL SERVICE (PW)	Invoice	06/17/2021	1,050.00	1,050.00	01-50-51100
	Total 06172021:					1,050.00	1,050.00	
	621 06172021-2	1	PEST CONTROL SERVICE (PD)	Invoice	06/17/2021	1,250.00	1,250.00	01-50-51100
	Total 06172021-2:					1,250.00	1,250.00	
	Total 1809 RICHMOND & SONS, INC.:					2,300.00	2,300.00	
1883 AT&T								
	421 SB194785	1	POL-MAINT BILLING 12/2-1/1/21	Invoice	11/18/2020	373.94	373.94	01-40-55400
	Total SB194785:					373.94	373.94	
	Total 1883 AT&T:					373.94	373.94	
1884 SBC GLOBAL SERVICES, INC.								
	521 SB212540	1	FIR-MAINT BILLING 5/30-6/29	Invoice	05/17/2021	175.40	175.40	01-41-55400
	Total SB212540:					175.40	175.40	
	Total 1884 SBC GLOBAL SERVICES, INC.:					175.40	175.40	
1938 SHRED - IT US JV LLC								
	421 8181858466	1	FNI-DOCUMENT SHRED SERVICE	Invoice	04/22/2021	303.14	303.14	01-14-52400
	421 8181858466	2	COD-DOCUMENT SHRED SERVICE	Invoice	04/22/2021	177.52	177.52	01-23-52400
	Total 8181858466:					480.66	480.66	
	521 8182051771	1	FIN-DOCUMENT SHRED SVC	Invoice	05/22/2021	309.26	309.26	01-14-52400
	521 8182051771	2	COD-DOCUMENT SHRED SERVICE	invoice	05/22/2021	171.40	171.40	01-23-54500
	Total 8182051771:					480.66	480.66	

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
Total 1938 SHRED - IT US JV LLC:						961.32	961.32	
1965 SPORTSFIELDS, INC.								
	621 2021319	1	BASEBALL INFIELD MIX	Invoice	05/28/2021	962.51	962.51	01-50-62200
Total 2021319:						962.51	962.51	
Total 1965 SPORTSFIELDS, INC.:						962.51	962.51	
2000 SUPERCO SPECIALTY PRODUCTS								
	621 PSI402351	1	SUPPLIES*GRAFFITI REMOVER	Invoice	06/23/2021	398.54	398.54	01-50-62200
Total PSI402351:						398.54	398.54	
Total 2000 SUPERCO SPECIALTY PRODUCTS:						398.54	398.54	
2082 THOMPSON ELEVATOR INSPECTION								
	621 21-1504	1	ELEVATE INSPECTION - SEMI ANNU	Invoice	06/04/2021	559.00	559.00	01-23-51800
Total 21-1504:						559.00	559.00	
	621 21-1623	1	6 SEMI ANNUAL ELEVATOR CODE R	Invoice	06/11/2021	344.00	344.00	01-23-51800
Total 21-1623:						344.00	344.00	
	621 21-1668	1	ELEVATOR INSPECTION - SEMI ANN	Invoice	06/18/2021	430.00	430.00	01-23-51800
Total 21-1668:						430.00	430.00	
Total 2082 THOMPSON ELEVATOR INSPECTION:						1,333.00	1,333.00	
2103 TONY'S LAWNMOWER								
	521 0114265	1	JOHN DEERE 855 W/LOADER*TUNE	Invoice	05/12/2021	2,078.00	2,078.00	01-53-51200
Total 0114265:						2,078.00	2,078.00	
	621 0115272	1	ZTRAK737*OIL*FILTER*SPARK PLUG	Invoice	06/16/2021	717.65	717.65	01-53-51200
Total 0115272:						717.65	717.65	
Total 2103 TONY'S LAWNMOWER:						2,795.65	2,795.65	
2182 VERIZON CONNECT FLEET USA, INC								
	521 3280000145	1	DRIVER ID SUBSCRIPTIONS	Invoice	06/15/2021	216.00	216.00	01-40-52400
Total 328000014582:						216.00	216.00	
Total 2182 VERIZON CONNECT FLEET USA, INC:						216.00	216.00	
2197 VILLAGE OF BROADVIEW								
	421 04152021	1	ACCT #9800100000 3/15-4/15	Invoice	04/15/2021	20.38	20.38	41-55-57302
	421 04152021	2	ACCT #9800200000 3/15-4/15	Invoice	04/15/2021	18.60	18.60	41-55-57302
Total 04152021:						38.98	38.98	
	521 05142021	1	ACCT #9800100000 4/15-5/14	Invoice	05/14/2021	22.30	22.30	41-55-57302
	521 05142021	2	ACCT #9800200000 4/15-5/14	Invoice	05/14/2021	22.30	22.30	41-55-57302

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
Total 05142021:						44.60	44.60	
Total 2197 VILLAGE OF BROADVIEW:						83.58	83.58	
2243 WESTCHESTER LOCK KEY SVC								
621	5382	1	SERVICE CALL*6/17/21*CODE ENTR	Invoice	06/17/2021	816.00	816.00	01-50-51100
Total 5382:						816.00	816.00	
Total 2243 WESTCHESTER LOCK KEY SVC:						816.00	816.00	
2251 WIGIT'S TRUCK SERVICE								
621	111097	1	#253*TRAILER PLUG REWIRE	Invoice	06/01/2021	537.53	537.53	01-50-51300
Total 111097:						537.53	537.53	
621	111111	1	REPAIR NO START VACTOR TRUCK	Invoice	06/07/2021	247.62	247.62	41-52-51300
Total 111111:						247.62	247.62	
621	111113	1	VEHICLE MAINTENANCE #210	Invoice	06/08/2021	115.48	115.48	41-51-51300
Total 111113:						115.48	115.48	
621	111135	1	#231*RADIATOR*CONDENSOR*COO	Invoice	06/10/2021	1,719.65	1,719.65	01-50-51300
Total 111135:						1,719.65	1,719.65	
621	111150	1	#231*REPAIR TAILGATE	Invoice	06/16/2021	115.00	115.00	01-50-51300
Total 111150:						115.00	115.00	
Total 2251 WIGIT'S TRUCK SERVICE:						2,735.28	2,735.28	
2638 BI RENTAL								
521	108100-1	1	LAWN MOWER RENTAL	Invoice	05/25/2021	2,160.00	2,160.00	01-53-54500
Total 108100-1:						2,160.00	2,160.00	
Total 2638 BI RENTAL:						2,160.00	2,160.00	
Total :						114,357.49	114,357.49	
Current period checks for future period invoices.								
78 ALPHA PRIME COMMUNICATIONS								
921	117596		Chk No: 105142 (1)	Calculated	07/01/2021		188.00-	01-10-20000
Total 117596:						.00	188.00-	
Total 78 ALPHA PRIME COMMUNICATIONS:						.00	188.00-	
168 ARTISTIC ENGRAVING								
821	16903		Chk No: 105145 (1)	Calculated	07/01/2021		275.00-	01-10-20000
Total 16903:						.00	275.00-	

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
Total 168 ARTISTIC ENGRAVING:						.00	275.00-	
226 AUTOZONE								
	821 2692348869		Chk No: 105148 (1)	Calculated	07/01/2021		134.84-	01-10-20000
Total 2692348869:						.00	134.84-	
	821 2692358897		Chk No: 105148 (1)	Calculated	07/01/2021		13.79-	01-10-20000
Total 2692358897:						.00	13.79-	
Total 226 AUTOZONE:						.00	148.63-	
428 CLIFFE PRINTING COMPANY								
	422 17002		Chk No: 105002 (1)	Calculated	06/11/2021		330.00-	01-10-20000
Total 17002:						.00	330.00-	
Total 428 CLIFFE PRINTING COMPANY:						.00	330.00-	
443 COMCAST								
	821 05182021		Chk No: 105155 (1)	Calculated	07/01/2021		438.40-	01-10-20000
Total 05182021:						.00	438.40-	
Total 443 COMCAST:						.00	438.40-	
679 EDWIN HANCOCK ENGINEERING CO								
	422 21-0304		Chk No: 105030 (1)	Calculated	06/11/2021		3,502.00-	73-10-20000
Total 21-0304:						.00	3,502.00-	
	422 21-0305		Chk No: 105030 (1)	Calculated	06/11/2021		7,225.00-	01-10-20000
Total 21-0305:						.00	7,225.00-	
	422 21-0309		Chk No: 105030 (1)	Calculated	06/11/2021		7,980.00-	72-10-20000
Total 21-0309:						.00	7,980.00-	
	422 21-0310		Chk No: 105030 (1)	Calculated	06/11/2021		308.00-	72-10-20000
Total 21-0310:						.00	308.00-	
	422 21-0311		Chk No: 105030 (1)	Calculated	06/11/2021		365.00-	01-10-20000
Total 21-0311:						.00	365.00-	
	422 21-0312		Chk No: 105030 (1)	Calculated	06/11/2021		864.00-	41-10-20000
Total 21-0312:						.00	864.00-	
	422 21-0344		Chk No: 105030 (1)	Calculated	06/11/2021		17,067.23-	01-10-20000
Total 21-0344:						.00	17,067.23-	
	422 21-0398		Chk No: 105030 (1)	Calculated	06/11/2021		3,502.00-	73-10-20000

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
Total 21-0398:						.00	3,502.00-	
Total 679 EDWIN HANCOCK ENGINEERING CO:						.00	40,813.23-	
715 ESO SOLUTIONS, INC								
	821 ESO-55404		Chk No: 105162 (1)	Calculated	07/01/2021		716.11-	01-10-20000
Total ESO-55404:						.00	716.11-	
Total 715 ESO SOLUTIONS, INC:						.00	716.11-	
751 FIRE SERVICE INCORPORATED								
	821 35537		Chk No: 105106 (1)	Calculated	06/24/2021		2,273.36-	01-10-20000
Total 35537:						.00	2,273.36-	
	821 35558		Chk No: 105106 (1)	Calculated	06/24/2021		1,800.00-	01-10-20000
Total 35558:						.00	1,800.00-	
	821 35711		Chk No: 105106 (1)	Calculated	06/24/2021		408.95-	01-10-20000
Total 35711:						.00	408.95-	
Total 751 FIRE SERVICE INCORPORATED:						.00	4,482.31-	
802 GEM ELECTRIC SUPPLY INC								
	821 B875658		Chk No: 105163 (1)	Calculated	07/01/2021		28.20-	01-10-20000
Total B875658:						.00	28.20-	
Total 802 GEM ELECTRIC SUPPLY INC:						.00	28.20-	
825 GLOBAL SURVELLIANCE.COM, INC.								
	522 2278		Chk No: 105107 (1)	Calculated	06/24/2021		2,800.00-	01-10-20000
Total 2278:						.00	2,800.00-	
Total 825 GLOBAL SURVELLIANCE.COM, INC.:						.00	2,800.00-	
1673 PAYLESS AUTO BODY								
	821 3078		Chk No: 105116 (1)	Calculated	06/24/2021		1,572.30-	01-10-20000
Total 3078:						.00	1,572.30-	
Total 1673 PAYLESS AUTO BODY:						.00	1,572.30-	
1977 STAPLES ADVANTAGE								
	821 8062432995		Chk No: 105183 (1)	Calculated	07/01/2021		36.66-	01-10-20000
Total 8062432995:						.00	36.66-	
Total 1977 STAPLES ADVANTAGE:						.00	36.66-	
2178 VCG UNIFORM/CARLSON MURRAY								
	821 27279		Chk No: 105061 (1)	Calculated	06/11/2021		335.70-	01-10-20000

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
Total 27279:						.00	335.70-	
821	27377		Chk No: 105061 (1)	Calculated	06/11/2021		312.45-	01-10-20000
Total 27377:						.00	312.45-	
Total 2178 VCG UNIFORM/CARLSON MURRAY:						.00	648.15-	
2629 EMERGENCY MEDICAL PRODUCTS								
821	2254047		Chk No: 105105 (1)	Calculated	06/24/2021		1,672.54-	01-10-20000
Total 2254047:						.00	1,672.54-	
821	2255627		Chk No: 105105 (1)	Calculated	06/24/2021		561.04-	01-10-20000
Total 2255627:						.00	561.04-	
Total 2629 EMERGENCY MEDICAL PRODUCTS:						.00	2,233.58-	
Total Current period checks for future period invoices.:						.00	54,710.57-	
Grand Totals:						114,357.49	59,646.92	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-10-20000	28,752.00	67,306.57-	38,554.57-
01-14-52400	902.40	.00	902.40
01-14-54500	1,225.71	.00	1,225.71
01-14-55400	11,497.20	.00	11,497.20
01-14-60100	791.08	.00	791.08
01-18-60100	370.94	.00	370.94
01-19-55400	7,792.62	.00	7,792.62
01-19-58000	1,813.46	.00	1,813.46
01-20-55410	93.97	.00	93.97
01-23-51800	1,333.00	.00	1,333.00
01-23-52400	177.52	.00	177.52
01-23-54500	171.40	.00	171.40
01-23-60100	572.47	.00	572.47
01-23-60300	898.00	.00	898.00
01-40-51200	6,411.96	.00	6,411.96
01-40-52400	30,684.59	.00	30,684.59
01-40-55400	8,833.30	.00	8,833.30
01-40-60100	1,178.20	.00	1,178.20
01-41-51300	2,994.90	.00	2,994.90
01-41-55400	6,658.52	.00	6,658.52
01-50-51100	3,977.18	.00	3,977.18
01-50-51200	395.14	.00	395.14
01-50-51300	2,487.18	.00	2,487.18
01-50-52400	1,279.40	.00	1,279.40
01-50-61500	324.99	.00	324.99
01-50-62200	3,711.04	.00	3,711.04

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-53-51200	3,291.47	.00	3,291.47
01-53-54500	3,301.24	.00	3,301.24
01-53-60300	2,326.43	.00	2,326.43
01-54-60100	106.72	.00	106.72
01-56-52400	2,202.75	.00	2,202.75
01-56-60100	139.00	.00	139.00
12-10-89013	879.89	.00	879.89
41-10-20000	.00	864.00-	864.00-
41-51-51300	115.48	.00	115.48
41-51-55400	222.46	.00	222.46
41-52-51300	317.62	.00	317.62
41-52-53400	5,775.00	.00	5,775.00
41-52-60600	1,682.16	3,870.00-	2,187.84-
41-55-55500	934.40	.00	934.40
41-55-57302	83.58	.00	83.58
41-55-60100	273.12	.00	273.12
72-10-20000	.00	8,288.00-	8,288.00-
73-10-20000	.00	7,004.00-	7,004.00-
Grand Totals:	146,979.49	87,332.57-	59,646.92

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
08/20	33,504.00	4,752.00-	28,752.00
09/20	24,000.00	24,000.00-	.00
04/21	29,476.14	3,870.00-	25,606.14
05/21	24,553.05	.00	24,553.05
06/21	35,446.30	52,879.57-	17,433.27-
07/21	.00	1,831.00-	1,831.00-
Grand Totals:	146,979.49	87,332.57-	59,646.92

Village of Maywood Proposal on Commissions & Committees

Proposal for new committees' structure:

- Each Trustee would serve as Chair and Co-Chair of a committee
- Mayor will appoint Chair. Co-Chair roles will be appointed through board discussion to ensure all roles are covered.
- Committees will consist of 2 Trustees and 1 Department Head
- Residents and Community Advocates will participate in committees and/or ad-hoc committees of interest voluntarily.

Commissions to stay with reapplication and appointment of all officers:

- Fire & Police
- Liquor Authority
- Planning & Zoning
- Historic Preservation

Current Commissions to be consolidated.

Committee Name and Department Head Partner	Current commissions via website and/or village code
Planning & Development Director of Community Development	Economic Development Graffiti Beautification
Fiscal Accountability & Government Transparency Director of Finance	Finance Police Pension Fire Pension
Community Policing & Public Safety Chief of Police Chief of Fire	Traffic & Safety Accessibility
Engagement & Communications Director of Community Engagement	Special Events & Public Relations Youth Senior Citizens Community Relations
Infrastructure & Sustainability Director of Public Works	Water Review Water Transmission Exploration Energy & Environment
Ordinance & Policy Village Clerk	

Village of Maywood Proposal on Commissions & Committees

The Village of Maywood's committees assist the mayor and village board in developing and reviewing various policies. Committees are not meant to administer the day-to-day operations of the village or departments, which is the duty of the village manager and village staff. Where the responsibilities or objectives of a committee may overlap regarding a specific project or event, the mayor determines which committee or committees shall work on that project or event.

In no instance shall a committee member meet to discuss committee business without informing the other committee members of the time and purpose of the meeting, as well as the results of the meeting if the other member could not attend. Committees shall not send written correspondence to any person, other than a department head, without prior approval by the mayor.

The following committees hold regular meetings with department heads to ensure that the department conforms with the village's policies and planning and fully understands the operations of the department:

Planning & Development

Works on business, residential, capital improvement, inspections, code enforcement, zoning, reviews budget and public property.

Fiscal Accountability and Government Transparency

Reviews budget, audits, insurance (employee and village), risk management, labor negotiations, accounts payable, purchasing policies and cost-saving measures.

Community Policing & Public Safety

Works with Police and Fire departments, reports and events, increasing community policing engagement, traffic safety and reviews budget.

Engagement & Communications

Works with health, education, recreation, youth and seniors; reports and assists with the library, park district, school district and other organizations. Reports on special events, social interests, community groups, clubs, website and public relations.

Infrastructure & Sustainability

Works with Public Works, Street & Water departments, community service and village engineers; reviews budget, garbage/sewer, alleys, maintenance, equipment, sidewalks, lighting and personnel.

Ordinance & Policy

Works with Clerk's Office, building & code, and other departments to identify areas of innovation, updating, and/or recommendations of new village practices. Reports on current ordinances, update recommendations, and introduction of new ordinances and policy.

Dear Board of Trustees,

Joe Rizza has currently agreed to take the current leased vehicle back at a \$1,000 restocking fee and no penalty due to the low mileage. The current issue at hand:

My personal vehicle:

- Cannot be insured by the village
- Cannot hold government tags
- Cannot have a maintenance plan under the village

The wear and tear on my personal vehicle as mayor should not be happening. Recently while on duty, my personal car was hit and run side swiped and I now have to pay out of pocket and/or do a personal insurance claim, the village is not responsible. As mayor, I am entitled to a village vehicle, with village tags, insurance, and maintenance plan. I would like to not drive a mid-size sedan as I am the owner of a Ford Explorer Truck.

Even with doing two 4 year leases of a Ford Fusion with anticipated increase in car pricing the village would spend \$60,000 in leases over the same period I am proposing a no more than \$55,000 purchase. The lease option would also come up as an issue again during my current term if not addressed now.

Current Agreement:

2020 Ford Fusion 4-year Lease

\$28,000 lease (ends July 2024) at \$469 per month

New Lease Set to Begin July 2024 – July 2028

\$32,000 lease (\$625 per month)

Proposed Agreement #1

2021 Ford Explorer Purchase (\$55,000)

- \$9,166 annually (\$763.83 per month) 6-year car loan

Anticipated Years of Service in Mayor's Office (8-years is 2029)

- 2 years with no car note makes the purchase \$6,875 annually measures out to \$572.92 monthly.
- The vehicle would still be property of the village and directed to another department for use

Any budget adjustments that are necessary will be updated during the September 2021 amended budget

Welcome to Maywood Fest 2021



Maywood Festival Friends of the Festival Sponsorship Information Brochure *a Unity in the Community Experience*

Maywood Festival was born out of an idea to create some fun activities to do in Maywood Park. The festival began as a simple community picnic with residents and a few activities. Since then, the festival has grown to three full days of over 20 vendors, a wide variety of entertainment and a host of activities for the entire family.

Currently, Maywood Festival has become the largest community event in the Village of Maywood.

The average attendance consists of over 5000 patrons per day. The festival has something for everyone! Attendees are certain to enjoy a wide variety of food; kids will have access to a fun zone, get face paintings, and gaming. Music lovers will be delighted with two stages packed with music, live entertainment and much more.

Friday, September 10 - Sunday, September 12, 2021

September 10th - 3:00pm to 10:00pm

September 11th - 11:00am to 10:00pm

September 12th - 12:00pm to 8:00pm Festival

Maywood Park located at 5th - Avenue & Oak Street Maywood, IL 60153



“We are excited to bring back the Maywood Fest to our community. We look forward to your sponsorship and partnership as we Move Maywood Forward Together”

Mayor Nathaniel George Booker



Welcome to Maywood Fest 2021 Entertainment Potential & More



DJ Phantom



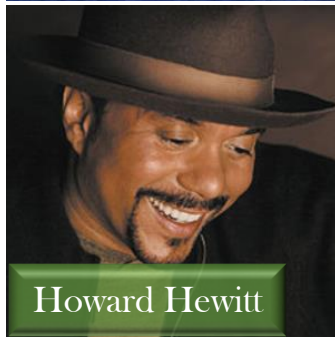
Walt Whitman



Crucial Conflict



Howard Hewitt



Shining Star



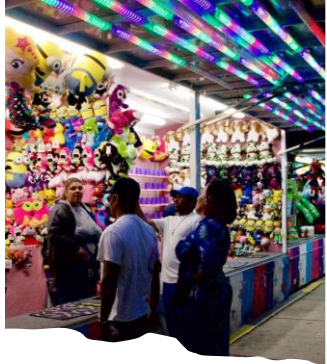
Why Should You Become a “Friend of the Festival”

The festival began as a simple community picnic with residents and a few activities, since then, the festival has grown to three full days of over 30 vendors and a wide variety of entertainment and all sorts of activities for the whole family.

Today it has become the largest community events in the Village of Maywood with the average attendance of over 5000 patrons per day. Our festival has something for everyone!! Attendees will enjoy a wide variety of food; kids can bounce on inflatables, get face paintings, and gaming. Music lovers will be delighted with two stages packed with music, live entertainment and much more.

The coming together of people with a common interest binds communities, strengthens friendships, and exposes people to new ideas and directions. Events help communities grow and thrive. The Village of Maywood and the Maywood Park District see community events as being vital in weaving the fabric that is our community. But local government can't do it alone - we need partners who can help present these events to the community - in lots of ways.

59“Friend of the Festival”



Sponsorship Packages

	Premier	Platinum	Gold	Silver	Bronze
Pre-Event Marketing	\$10,000 or more	\$5000 - \$9999	\$3000 - \$4999	\$2000 - \$2999	\$1000 - \$1999
Social Media campaign mentions	❖	❖	❖	❖	❖
Email Messaging	❖	❖	❖	❖	❖
Festival Flyer	❖	❖	❖	❖	❖
Logo on all print ads	❖	❖			Negotiable
Logo w/link on festival website?	❖	❖	❖	❖	❖
Option for video as on festival sponsor page.	❖				Negotiable
Festival Program	Full Page	Full Page	1/2 Page	1/2 Page	Negotiable
ON SITE RECOGNITION	Color Ad	Color Ad	Color Ad	Color Ad	
Festival Map	❖	❖	❖	❖	❖
Logo on T-Shirt	❖	❖			
Marketing display/booth space	❖	❖	❖	❖	❖
Branded Zone Banner Sign	❖	❖	❖		❖
Stage Mentions	❖	❖	❖	❖	❖
VIP & Staff Benefits					
Hospitality Suite Passes	10	8	6	4	2
Parking Passes	6	4	4	2	2
Swag Bags	10 60	8	6	4	



For additional information regarding sponsorship and in-kind opportunities, please contact the Events Team:

Lonette C. Hall
Executive Director
 Maywood Park District
 921 S. 9th Avenue
 708-344-4740 ext.1
Director.hall@maywoodparkdistrict.org

LaSondra M. Banks
Director of Community Engagement
 Village of Maywood
 40 Madison Street
 Maywood, IL 60153
 708-450-6302
Lbanks@maywood-il.org





Village of MAYWOOD


POLICE DEPARTMENT



125 SOUTH FIFTH AVENUE • MAYWOOD, ILLINOIS 60153 • (708) 450-4470

June 2, 2021

To: Mrs. Lanya Satchell
Interim Maywood Village Manager

From: Valdimir Talley, Jr. 
Maywood Chief of Police

Ma'am:

The attached proposal is being forwarded to your attention for consideration and for submission to the Regular Village Board Meeting which is scheduled to begin 7:00 pm on June 8, 2021.

MPD Proposal #09

A citizen representative is needed for the Eisenhower (IKE) 9-1-1 Emergency communication Center. Under the current Memorandum of Understanding (MOU) between the Village of Broadview and the Village of Maywood, our Village's citizen representative will serve a term of two (2) years. Staff recommends Mayor Nathaniel George Booker to serve as the Village's representative.

MPD would like the Board to approve the request and authorize the appointment. Thank you for your support.

No Attachment



Village of MAYWOOD

POLICE DEPARTMENT



125 SOUTH FIFTH AVENUE • MAYWOOD, ILLINOIS 60153 • (708) 450-4470

MEMORANDUM

June 28, 2021

To: Mrs. Chasity Wells-Armstrong
Maywood Village Manager

From: Valdimir Talley, Jr.
Maywood Chief of Police

Ma'am:

The attached proposal is being forwarded to your attention for consideration and for submission to the Regular Village Board Meeting which is scheduled to begin 7:00 pm on July 13, 2021.

MPD Proposal #14

The Maywood Police Department delivered a presentation to the Village Board of Trustees and President at a workshop on June 25, 2021, and related to establishing a Department of Homeland Security and Emergency Management agency. We would like to formalize the request and ask the Board discuss and action this matter during the July 13, 2021 Regular Village Board meeting.

Your consideration is appreciated. Thank you for your support.

Attachment



Village of MAYWOOD


POLICE DEPARTMENT



125 SOUTH FIFTH AVENUE • MAYWOOD, ILLINOIS 60153 • (708) 450-4470

June 17, 2021

To: Mrs. Chasity Wells-Armstrong
Maywood Village Manager

From: Valdimir Talley, Jr. 
Maywood Chief of Police

Ma'am:

The attached proposal is being forwarded to your attention for consideration and for submission to the Village Board Workshop Meeting which is scheduled to begin 10:00 am on June 26, 2021.

MPD Proposal #10

Village staffing of the Emergency Services and Disaster Agency (ESDA) has been vacant since 2014. Following the death of a citizen in Minneapolis, Minnesota, law enforcement agencies throughout the globe had to manage series of threats to their communities. While our Village remained safe during these events, if the Village President or President Pro Tem called for a local disaster declaration, our Village would be absent ESDA coordination. Staff holds concerns and humbly submits a proposal to update the Emergency Services and Disaster Agency ordinance and replace it with an ordinance for an establishment of a Department of Homeland Security and Emergency Management.

MPD would like to recommend the Board approve this measure as an immediate undertaking. A presentation has been prepared and should not take more than ten minutes. I would be available to respond to Board questions. Thank you for your support.

Attachments

cc: File Chapter 37



Maywood, Illinois
Police Department

Chief Valdimir Talley, Jr.

[MPD Department OF HOMELAND SECURITY ANALYSIS]

An analysis and staff recommendation for modifying Village Ordinances and establishing a Village Department of Homeland Security and Emergency Management.

MAYWOOD, ILLINOIS POLICE DEPARTMENT ANALYSIS: HOMELAND SECURITY AND EMERGENCY MANAGEMENT

HISTORY AND STATEMENT

The United States Department of Homeland Security is our national law enforcement agency that was born from the commitment and resolve by Americans across the country, in the wake of the September 11, 2001 terrorist attacks, to improve the management of either natural or man-made disasters or emergencies. Many cities and villages have created their own versions of Homeland Security agencies to carry out similar purposes.

A near neighbor to the Village of Maywood, the Village of Bellwood, Illinois, has an established homeland security department. It is their mission “to prepare, protect and assist the citizens of the Village of Bellwood through planning, prevention, training, mitigation, response and recovery to all hazards, natural or man-made; and to enhance the safety and security of Bellwood by working to prevent, protect against, mitigate the effects of, respond to and recover from all incidents, through a whole community, all hazards approach.”

Melrose Park, Illinois is another neighboring Village of Maywood. They also have a homeland security department with a mission “to provide well trained professionals and volunteers to respond to any emergency situation in need of assistance.” Melrose Park also provides their residents with public information to prepare them in the event of a disaster or an emergency.

Maywood’s emergency response is currently a combined effort between both the Police Department and Fire Department. Village Ordinance for Civil Emergencies (Chapter 37), Section 37.05, already exists and established an Emergency Services and Disaster Agency (ESDA) to “prevent, minimize, repair, and alleviate injury or damage” due to an emergency or hazard or actions against the country or state. There is no ESDA coordinator to manage Village interests and the position has been vacant since 2013. The last emergency plan was approved in 2014 and requires updates. In the event of an emergency, we both, Police and Fire, would have to manage that event and manage both of our perspective missions. An enhancement to an emergency response would be the formation of a homeland security department like our neighbors. These men and women who form this particular assignment would work cooperatively with police and fire services to protect our citizens. An ESDA coordinator position would then cease to exist.

Our Village can implement a “Homeland Security” entity by including similar features observed in Melrose Park and Bellwood. Selecting volunteers and providing them with specific training in all areas of hazards, threats, and incident planning, offer an opportunity for the Village to have an improved response in emergency circumstances.

MAYWOOD, ILLINOIS POLICE DEPARTMENT ANALYSIS: HOMELAND SECURITY AND EMERGENCY MANAGEMENT

GOAL

Establish a Department of Homeland Security and Emergency Management (DHSEM) for the Village of Maywood, Illinois as a replacement for Emergency Services and Disaster Agency (ESDA).

Commentary: Maywood's Emergency Services and Disaster Agency (ESDA) exists for the Village and was formed in accordance with the Illinois Emergency Management Act (20 ILCS 33005/1 et seq) as an ordinance and passed September 1, 2004, with an amendment passing September 20, 2004. The Maywood Police Department, and the Maywood Fire Department, is seeking concurrence with the Village Board to establish a Department of Homeland Security and Emergency Management to enhance the emergency response to natural disasters and natural or man-made threats (refer to attachment 1).

ACTION REQUIRED

The President and Board of Trustees need to vote on discontinuing the Emergency Services and Disaster Agency (ESDA) and cause the establishment of the Department of Homeland Security and Emergency Management (DHSEM).

Commentary: DHSEM will operate in a para-military format under its own established policies and directives. It is being proposed that an initial start up will accommodate one (1) employee who will be paid by the Village and six (6) employees who will be volunteers for a total department staffing of seven (7). To carry out the unique roles, all DHSEM members shall become Auxiliary Police Officers which is allowable under Chapter 32, Section 32.05(refer to attachment 2).

STAFF RECOMMENDATION

Change Village Ordinance found in Chapter 37 and which established an Emergency Services and Disaster Agency (ESDA) to form a Department of Homeland Security and Emergency Management (DHSEM) entity. Authorize a start up budget not to exceed \$25,000 with \$15,000 as Department Head Compensation and \$10,000 as start-up expenses.

Commentary: The former ESDA Coordinator would become a Department Head for DHSEM and serve in the role of Chief. Other personnel would be volunteers and would not receive any compensation.

LOCATION

Vacant Village property located at 2120 South Fifth Avenue (near the corner of Fifth and Roosevelt) is a location suitable for the newly created Village Department. The site requires remediation prior to use.

MAYWOOD, ILLINOIS POLICE DEPARTMENT ANALYSIS: HOMELAND SECURITY AND EMERGENCY MANAGEMENT

Commentary: Until a site evaluation and repair can be completed, the new Department could utilize space at the Police sub-station located in the 1100 block of Madison. As auxiliary policing staff, the DHSEM staff could assist with the area police mission. The President and Board hold the authority to identify and provide a location under Chapter 37, Section 37.05 (E). The same authority would exist under the newly formed department (refer to attachment 3).

PROPOSED FISCAL YEAR 2022 (FY22) BUDGET

Staff is recommending a start-up budget of \$25,000 with three budget lines:

Personnel: \$15,000 (Department Head)

Equipment: \$5,000 (Tools and gear)

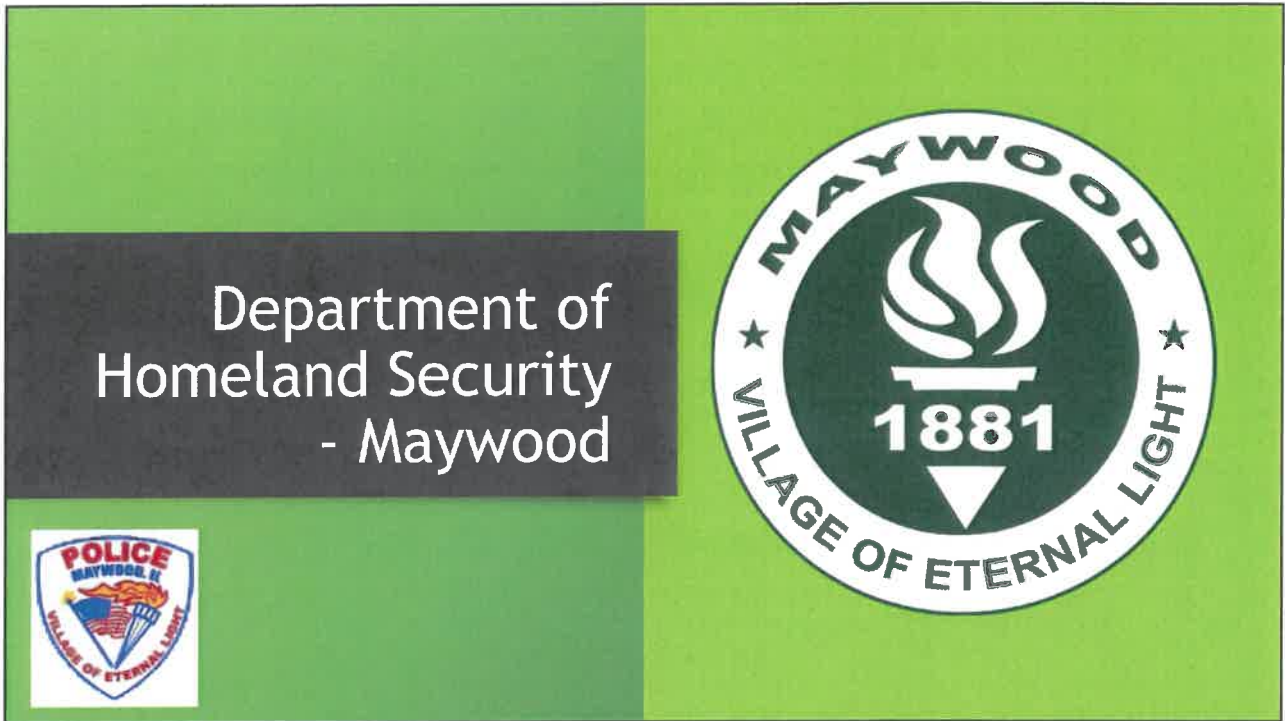
Contractual: \$5,000 (Training and Supplies)

Commentary: The Maywood Police Department (MPD) will identify two (2) administrative vehicles to serve as initial DHSEM fleet start-up equipment. In the next budget planning cycle, the selected Department head can identify additional equipment needs and requirements. The President and Board members should be aware the Department will be requiring approximately two (2) buses, two (2) emergency rescue units (ambulances), two (2) portable generators, and two portable lighting systems as a minimal equipment base. MPD will be looking into the assisting the newly formed Department with securing the equipment from the Law Enforcement Support Office (LESO) which facilitates the transfer of excess Department of Defense property under the authority of 10 United States Code 2576a, and before it is destroyed. MPD does recommend DHSEM secure a crew cab long bed four wheel drive vehicle to tow portable emergency equipment. If equipment from LESO is unavailable, quality pre-owned vehicles and equipment may be acquired from a variety of vendors. As an example, squad cars may be purchased at Chicago Motors, Incorporated (refer to attachment 4).



DEPARTMENT POLICY AND PROCEDURE

If the President and Board concur with establishing the new Department, staff recommends the adoption of position descriptions for Village Human Resource requirements, and a specific Policy Manual for the entity.

Commentary: Both the Maywood Police Department and the Maywood Fire Department supports language contained in a draft policy manual for DHSEM. The section labeled "Annex C" on page 53 of the manual should remain; however, at this time, MPD will not authorize firearms. All DHSEM members shall be unarmed (refer to attachment 5). Position descriptions have been updated to give the President and Board an improved understanding of titles and duties (refer to attachment 6).



Department of
Homeland Security
- Maywood



1

Department of Homeland Security &
Emergency Management

- ESDA - Chapter 37
- DHSE - Recommended to replace
- DHSEM - Chapter Title (37)

2

Department of Homeland Security & Emergency Management

- Changed to Para Military Function
- Chief and six volunteers
- Housed at 2120 S. 5th Avenue, Maywood
 - needs repair
 - Temporary location available at 1100 block of Madison

3

Department of Homeland Security & Emergency Management

- Start-up cost
- Policy and procedures
- Nexus to Police

4

Department of Homeland Security & Emergency Management

Equipment Needs

- Six (6) automobiles
- Two (2) buses
- Two (2) rescue units
- Two (2) portable light towers
- Two (2) portable generators
- Fourteen (14) uniforms (two sets per volunteer)

5

Generators



6

Mobile Lighting



7

City Bus



8

Ambulance



9

Department of Homeland Security - Maywood

QUESTIONS?

Thank you

10

ATTACHMENT

1



Village of MAYWOOD

POLICE DEPARTMENT



125 SOUTH FIFTH AVENUE • MAYWOOD, ILLINOIS 60153 • (708) 450-4470

June 17, 2021

Mayor Nathaniel George Booker
40 Madison
Maywood, Illinois 60153

Re: **Department of Homeland Security and Emergency Management Proposal**

Dear Mayor Booker:

On behalf of the Office of the Chief of Police and the Maywood Police Department, we humbly request for you, and the Village Board of Trustees, to act toward decommissioning the Emergency Services and Disaster Agency (ESDA) and replace it with a Department of Homeland Security and Emergency Management (DHSEM).

Activating this type of operation can support the overall mission of the Police Department and carry out the functions assigned to ESDA as outlined in Village Ordinance. The Maywood Police Department does support this change for an enhanced public safety measure.

We appreciate your willingness to consider the enhancement and hope it becomes a reality. I will make myself available to both you and Board members for questions. Thank you for your attention to this important public safety matter.

Respectfully,

Valdimir Talley, Jr.
Chief, Maywood Police Department

cc: Mrs. Chasity Wells-Armstrong, Village Manager
Chief Craig Bronaugh, Fire Department
Director Layna Satchell, Finance Department
Director LaSondra Banks, Human Resources
Attorney Michael T. Jurusik, Village Attorney

Village of



MAYWOOD

FIRE DEPARTMENT

700 ST. CHARLES ROAD, MAYWOOD, ILLINOIS 60153 • 708-681-8861 • FAX 708-681-8840

FIRE CHIEF - CRAIG BRONAUGH, JR.

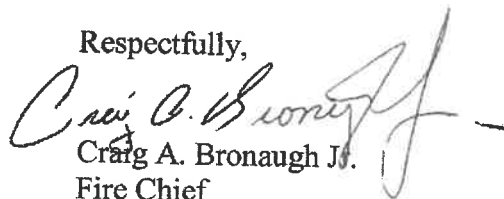
June 10, 2021

Village of Maywood
Attn: Office of the Mayor / Village Manager
125 South Fifth Avenue
Maywood, Illinois 60153

**RE: Letter of Recommendation / Maywood Department of Homeland Security and
Emergency Management**

On behalf of the Office of the Fire Chief and the Maywood Fire Department, this humble submittal serves as a formal request to initiate all necessary action(s) to activate for operation(s) the Maywood Department of Homeland Security and Emergency Management Division. The activation and operation of this division can be of support to the Fire Department during unusually present and or extensive Fire Department and Village-related emergencies. This division can also be of service for non-emergency village events/functions as well. In the event of any questions pertaining to or beyond this subject, your office has my full attention. Thank you for any consideration in advance.

Respectfully,


Craig A. Bronaugh Jr.
Fire Chief

C C: Office of the Mayor
Office of the Village Manager
Office of the Finance Manager
Office of the Police Chief
File

ATTACHMENT

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CHAPTER 32: POLICE DEPARTMENT

Section

- 32.01 Department established
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- 32.20 Administrative booking fee
- 32.21 Authority to dispose of lost, stolen or abandoned personal property

Cross-reference:

Police and fire lateral hiring program, see § 35.12

§ 32.01 DEPARTMENT ESTABLISHED.

There is created and established a Police Department consisting of 1 Chief of Police, 3 Lieutenants, 6 Sergeants and 54 Patrol Officers (who

shall be regarded as officers of the Village) and such other personnel, such as Deputy Chief of Police and 1 or more Police Commander(s) and other employees of the Police Department, as may be from time to time provided for by the corporate authorities.

(1997 Code, § 4.01) (Ord. 89-2, passed - -; Am. Ord. 89-6, passed 5-22-1986; Am. Ord. passed 5-13-1993; Am. Ord. passed 8-30-1994; Am. Ord. C0-03-18, passed 9-8-2003)

§ 32.02 OFFICES CREATED.

There are created the respective offices of Chief of Police, Deputy Chief of Police, Commander, Lieutenant, Sergeant and Patrol Officer. (1997 Code, § 4.02) (Ord. 86-6, passed 5-22-1986; Am. Ord. passed 8-30-1994)

§ 32.03 REGULATIONS.

The Police Chief shall make such rules and regulations for the conduct and guidance of the Police Department personnel as he shall deem advisable and such rules and regulations, when approved by the Village Manager, shall be binding on the members. (1997 Code, § 4.04)

§ 32.04 BONDS.

Before entering upon the duties of their respective offices each officer shall execute a bond to the Village in amounts to be prescribed by the Board of Police and Fire Commissioners at the time of their appointment. (1997 Code, § 4.05)

**§ 32.05 AUXILIARY POLICE OFFICERS;
PART-TIME POLICE OFFICERS.**

(A) The Village Manager, upon the recommendation and request of the Chief of Police, may appoint auxiliary and part-time police officers in such numbers as are deemed necessary from time to time, provided that the Village has sufficient funds available for such appointments. The qualifications of each auxiliary and part-time police officer shall, upon appointment, be forwarded to the Board of Trustees by the Village Manager.

(B) Auxiliary police officers shall not be members of the regular Police Department of the Village. Such auxiliary police members shall be assigned to aid or direct traffic within the Village, to aid in control of natural or manmade disasters, to aid in case of civil disorder as directed by the Chief of Police, and in those cases which render it impractical for members of the regular Police Department to perform the normal regular police duties, the Chief of Police is authorized to assign auxiliary police officers to perform such normal and regular police duties.

(C) Auxiliary police officers shall wear such identification symbols as shall be different and distinct from those symbols used by members of the regular Police Department.

(D) Auxiliary police officers shall at all times during the performance of their duties be subject to the direction and control of the Chief of Police.

(E) Auxiliary police officers shall not carry firearms except with the permission of the Chief of Police and while in uniform and in the performance of their duties. Such auxiliary police officers when on duty shall also be conservators of the peace and shall have the powers of conservators of the peace, including all arrest powers, as set forth in Illinois Municipal Code, 65 ILCS 5/3.1-15-25, as amended.

(F) Auxiliary police officers shall, prior to entering upon their duties, receive a course of training in the use of weapons and other police procedures as shall be appropriate in the exercise of the powers

conferred upon them. The training and course of studies shall include that mandated by the Illinois Law Enforcement Training Standards Board.

(G) Prior to their appointment, candidates for appointment to the position of auxiliary or part-time police officer shall have their fingerprints taken and shall be subject to a background check by the Police Department. No candidate may be appointed as an auxiliary or part-time police officer if that person has been convicted of a felony or other crime involving moral turpitude, as defined by the Illinois Police Training Act (50 ILCS 705/6.1), as amended. Further, candidates who might be found ineligible for the position of regular patrol officer under the criteria set forth in Chapter II, Section 3 of the Rules and Regulations of the Board of Fire and Police Commissioners of the Village of Maywood, as amended, shall be ineligible for appointment to the position of auxiliary or part-time police officer.

(H) Auxiliary and part-time police officers shall not be civil service employees of the Village and may be dismissed at any time by the Village Manager.

(I) Part-time police officers shall be members of the regular police department except for pension purposes. Part-time officers shall have all the responsibilities of a full-time officer and such specific duties as delineated in the general orders of the Police Department, but the number of hours a part-time officer may work within a calendar year is restricted. Part-time police officers shall not be assigned under any circumstances to supervise or direct full-time police officers. Part-time police officers shall not be used as permanent replacements for permanent full-time police officers.

(J) Part-time police officers shall be under the disciplinary jurisdiction of the chief of police. Part-time police officers shall comply with all applicable rules and general orders of the Police Department.

(K) Any person employed as a part-time police officer must meet the following standards:

(1) Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.

(2) Be at least 21 years of age.

(3) Pass a medical examination.

(4) Possess a high school diploma or GED certificate.

(5) Possess a valid State of Illinois driver's license.

(6) Possess no prior felony convictions.

(7) Any individual who has served in the U.S. military must have been honorably discharged.

(L) Part-time police officers shall be trained in accordance with the Illinois Police Training Act (50 ILCS 705/1 et seq.), the Intergovernmental Law Enforcement Officer's In-Service Training Act (50 ILCS 720/1 et seq.) and in accordance with the procedures for part-time police officers established by the Illinois Law Enforcement Training Standards Board. A part-time police officer who has not been certified under § 8.2 of the Illinois Police Training Act (50 ILCS 705/8.2) shall be directly supervised while on duty.

(1997 Code, § 4.06) (Ord. CO-02-12, passed 6-3-2002; Am. Ord. CO-2012-19, passed 6-5-2012)

§ 32.06 EXECUTION OF ORDERS OF DIRECTOR OF COMMUNITY DEVELOPMENT.

The Chief of Police shall execute all orders directed to him by the Director of Community Development so far as they relate to the preservation of the health of the Village.

(1997 Code, § 4.07) (Am. Ord. CO-09-27, passed 10-6-2009)

§ 32.07 REPORTS.

The Chief of Police shall prior to the first meeting of the Board of Trustees in January of each year make an annual report in writing to the Village Manager of the state of the Police Department with a detailed report of the transactions of the Department for the preceding year, with such statistics and suggestions in regard to the requirements of the Department as he may deem advisable; and shall also make reports of any matter or thing concerning such Department, whenever requested by the President or Board of Trustees.

(1997 Code, § 4.08)

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Maywood - Administration

§ 32.08 RECORD OF PERSONS ARRESTED.

It shall be the duty of the Chief of Police to keep a record of the names of all persons arrested or committed to the Village jail or county jail in a book to be provided for such purpose. Such record shall show the date of arrest or committal, the number of days imprisoned, the amount of the fine, when and to whom paid, the date of discharge or other disposition of such persons.

(1997 Code, § 4.09)

§ 32.09 POLICE SERVING PROCESS.

Any regular member of the Police Department, or auxiliary police officers, shall have power and authority, and it shall be his duty, in the Village, to serve and execute warrants and other processes for the apprehension and commitment of persons charged with the violation of any Village ordinance or any crime, misdemeanor or offense against the peace of the state or the Village, or held for examination or trial, or taken on execution for the commission of any crime, misdemeanor, or violation of any law or ordinance of the Village.

(1997 Code, § 4.10) (Ord. 56-1, passed 3-1-1956)

§ 32.10 INTERFERENCE WITH POLICE OFFICERS.

No person in the Village shall resist any member of the Police Department or any other person duly authorized to perform police duty, in the discharge of his duties, or shall in any way interfere with, prevent or hinder him in the discharge of his duty as such member, or shall offer or endeavor to do so. No person shall assist any person in the custody of any member of the Police Department to escape or attempt to escape from such custody, or attempt to rescue any person from custody.

(1997 Code, § 4.11)

§ 32.11 AID TO FIRE DEPARTMENT.

It shall be the duty of the Police Department to aid the Fire Department by giving alarms in case of

fire and clearing the streets or grounds in the immediate vicinity of the fire, so that the members of the Fire Department shall not be hindered or obstructed in the performance of their duties.

(1997 Code, § 4.12)

§ 32.12 AUTHORITY TO ARREST.

Members of the Police Department are severally authorized to arrest with or without process, or on view, any person who shall break the peace or is found violating any ordinance of the Village or any criminal law of the state, and to take such person before a proper magistrate, or if necessary, detain such person in custody over night or Sunday in the Village jail, or any other safe place, until he can be brought before a proper magistrate or court.

(1997 Code, § 4.13)

§ 32.13 ARRESTING OFFICERS AS WITNESSES.

All officers making arrests shall attend as witnesses before the court where the trial may be had and shall procure all necessary evidence in their power and furnish a list of witnesses to the court and the Corporation Counsel, and no Village officer shall be entitled to any witness fees to be taxed against the Village in any action for the violation of an ordinance where the Village is plaintiff.

(1997 Code, § 4.14)

§ 32.14 ASSISTANCE TO POLICE.

It shall be the duty of every citizen in the Village between the ages of 18 and 55, when called upon by any member of the Police Department, in case of exigency, to promptly aid and assist such officer in the execution of his police duties. Any person who shall refuse to give aid and assistance shall be punished as provided by this Code.

(1997 Code, § 4.15)

§ 32.15 POLICE PENSION FUND.

The Police Pension Fund shall operate under the provisions of 40 ILCS 5/3-101 et seq. (1997 Code, § 4.16)

§ 32.16 VILLAGE JAIL.

The place in the Village established and used as the jail, or any other place which may hereafter be established by the Board of Trustees for that purpose, is declared to be the jail. The Chief of Police shall be keeper of the jail and shall have custody of all persons confined therein and of all property pertaining thereto. (1997 Code, § 4.17)

§ 32.17 MEDICAL AND HOSPITAL CARE.

(A) Whenever the President and Board of Trustees shall appropriate a sum or sums of money for the payment of medical care and hospital treatment in case of an accident resulting in an injury to or death of a police officer (as defined in this section), employed by the Village while in the performance of his duties, in accordance with the provisions of an act of the General Assembly entitled "An Act authorizing cities and Villages to provide for the payment of allowances of money to the families or dependents of policemen and firemen killed or fatally injured while in the performance of their duties and authorizing such cities and Villages to provide medical care and hospital treatment in case of accident to policemen and firemen," approved June 27, 1921, as amended, the same shall be paid, disbursed and recouped in accordance with the following provisions.

(B) The Committee on Finance of the Village Board of Trustees is authorized, directed and empowered to provide for payment for proper medical care and hospital treatment for injuries sustained by any police officer (as defined in this section), while in the performance of his duties, and to that end may recommend to the Village Board of Trustees the authorization for payment of any such necessary expenses.

(C) It shall be the duty of the Chief of Police in the case of a police officer (as defined in this section), upon the occurrence of any injury in the performance of duty, to have immediate medical care and hospital treatment given to such officer, to make or cause to be made a complete and careful investigation of all facts surrounding the occurrence; to obtain the statements of all material witnesses; and to present a report thereof without delay to the Committee on Finance for consideration and action thereon, which consideration shall include the determination by said committee as to whether or not such injury was occasioned by the negligence of any person or by any agent or servant of such other person. Such report shall show the actual date and hour of the injury, the place of occurrence, the names and addresses of witnesses, and the apparent nature and extent of the injury. Such report shall also show all items of expense, with bills attached, together with a certificate by a doctor appointed by the Village as to the reasonableness of charges made for the services rendered, and the recommendation of the Chief of Police as to payment of such items of expense by the Village.

(D) In the event that the Committee on Finance is of the opinion, from all facts and circumstances presented to it in the report or otherwise ascertained by it, that such injury was occasioned by the negligence of some other person, or by the negligence of any agent or servant of such other person, the Committee on Finance shall so notify the Corporation Counsel; and it shall be the duty of the Corporation Counsel forthwith to demand from such other person reimbursement for the amount expended by the Village for the necessary medical care and hospital treatment of such police officer, and in default of payment of such amount so expended, the Corporation Counsel shall institute proceedings to recoup for the Village the amount so expended, as provided in the aforesaid act of the General Assembly.

(E) No payment shall be made under the provisions hereof unless satisfactory proof shall have been presented to said Committee on Finance that such injury was sustained by such police officer while in the performance of his duty.

(F) **POLICE OFFICER** is defined, for purposes of this section only, as the Chief of Police, Deputy Chief, Commanders' Lieutenants, Sergeants, Patrol Officers, Marshals, and Deputy Marshals, regardless of gender.

(G) The ordinance codified in this section supersedes any prior ordinances passed by the Board of Trustees entitling police officers to Workers' Compensation benefits, and where any provision herein is found to be in conflict with any prior ordinance regarding the same, this section and its provisions shall prevail.

(H) No common law or statutory right to recover damages against the Village for injury or death sustained by any police officer while engaged in the line of duty other than the payment of the medical care and hospital treatment provided in this section shall be available to any police officer who is covered by the provisions of this section, or to anyone wholly or partially dependent upon such police officer or to the legal representative of the estate of such police officer, or to anyone who would otherwise be entitled to recover damages for such injury or death.

(I) This section supersedes any prior ordinances passed by the President and Board of Trustees regarding the above described chapters and sections of the Maywood Village Code, and where any provision herein is found to be in conflict with any prior ordinance regarding the same, this section and its provisions shall prevail.

(40 ILCS 5/22-301 et seq.) (1997 Code, § 4.18)
(Ord. passed 5-13-1993)

§ 32.18 PAYMENT OR ALLOWANCE TO FAMILIES OR DEPENDENTS OF POLICE OFFICERS KILLED OR FATALLY INJURED IN PERFORMANCE OF THEIR DUTIES.

(A) Whenever the President and Board of Trustees shall appropriate a sum or sums of money for the payment to families or dependents, in case of a police officer (as defined in this section) who is killed or fatally injured while in the performance of his duties, in accordance with the provisions of an act of the General Assembly entitled "An Act authorizing

cities and Villages to provide for the payment of allowances of money to the families or dependents of policemen and firemen killed or fatally injured while in the performance of their duties and authorizing such cities and Villages to provide medical care and hospital treatment in case of accident to policemen and firemen," approved June 27, 1921, as amended, the same shall be paid, disbursed and recouped in accordance with the following provisions.

(B) The Committee on Finance of the Village Board of Trustees is authorized, directed and empowered to provide for payment or an allowance to said family or dependents of police officers (as defined in this section) who are killed or fatally injured, while in the performance of their duties, and to that end may recommend to the Village Board of Trustees the authorization for said payment.

(C) It shall be the duty of the Chief of Police in the case of a police officer (as defined in this section), upon the occurrence of any death or fatal injury while said officer was in the performance of duty, to make or cause to be made a complete and careful investigation of all facts surrounding the occurrence, to obtain the statements of all material witnesses and to present a report thereof without delay to the said Committee on Finance for consideration and action thereon, which consideration shall include the determination by said Committee as to whether or not such injury was occasioned by the negligence of any other person or by any agent or servant of such other person. Such report shall show the actual date and hour of the injury, the place of occurrence, the names and addresses of witnesses, and the apparent nature and extent of the injury. The Chief of Police shall make a recommendation to the Committee on Finance as to whether the decedent's family or dependents meet the requirements for the allowance espoused in this section.

(D) In the event that the Committee on Finance is of the opinion, from all facts and circumstances presented to it in the report or otherwise ascertained by it, that such injury was occasioned by the negligence of some other person, or by the negligence of any agent or servant of such other person, the Committee on Finance shall so notify the Corporation Counsel; and it shall be the duty of the Corporation

Counsel forthwith to demand from such other person reimbursement for the amount expended by the Village; and in default of payment of such amount so expended, the Corporation Counsel shall institute proceedings to recoup for the Village the amount so expended, as provided in the aforesaid act of the General Assembly.

(E) No payment shall be made under the provisions hereof unless satisfactory proof shall have been presented to said Committee on Finance that such death or fatal injury was sustained by such police officer while in the performance of his duty.

(F) Such payment to the decedent's family or dependents shall not exceed \$15,000 and payable only in case the injury arises from violence or other accidental cause and death is directly due to such cause and results within one year after such injury.

(G) The payment or allowance to the beneficiaries of the decedent officer shall be made according to the procedure delineated in 40 ILCS 5/22-302 and 22-305.

(H) **POLICE OFFICER** is defined, for purposes of this section only, as the Chief of Police, Deputy Chief, Commanders, Lieutenants, Sergeants, Patrol Officers, Marshals, and Deputy Marshals, regardless of gender.

(I) The ordinance codified in this section supersedes any prior ordinances passed by the Board of Trustees entitling police officers to Workers' Compensation benefits, and where any provision herein is found to be in conflict with any prior ordinance regarding the same, this section and its provisions shall prevail.

(J) No common law or statutory right to recover damages against the Village for injury or death sustained by any police officer while engaged in his line of duty other than the payment of the allowances of money and of the medical treatment provided in this section shall be available to any police officer who is covered by the provisions of this section, or to anyone wholly or partially dependent upon such police

officer or to the legal representative of the estate of such police officer, or to anyone who would otherwise be entitled to recover damages for such injury or death.

(40 ILCS 5/22-301 et seq.) (1997 Code, § 4.19)
(Ord. passed 5-13-1993)

§ 32.19 FALSE SECURITY SYSTEM ALARM RATES.

(A) In the event that any Village police officer responds to a security system alarm at any premises in the Village and the responding police officer or other Police Department personnel determines that the alarm was a false alarm in that the alarm system was defective or malfunctioned, the alarm was inadvertently and/or mistakenly activated by an owner, occupant or visitor to the premises, or was otherwise activated for any other reason other than an apparent attempt to enter, or entrance, onto the premises by an unauthorized person, the Police Department shall keep a log of the subject premises address and the date of each false alarm per month. If police units responding to an alarm and checking the protected premises, do not discover any evidence of unauthorized entry, or criminal activity, there shall be a rebuttable presumption that the alarm is false. Police Department records shall be prima facie evidence of the facts stated therein with regard to alarms and responses.

(B) If the alarm, when communicated to the Police Department before an officer is dispatched to investigate, is clearly identified to the Department as resulting from authorized entry, authorized system test or noncriminal cause, or any other related incident where the system operated properly, it shall not be considered a false alarm.

(C) By the fifteenth day of each month, the Police Department shall submit to the Village Finance Department a copy of the false alarm log for the previous month. On a quarterly basis, the Village Finance Department shall send an invoice to the owner(s) of the subject premises at the owner's last known address demanding payment for false alarms in accordance with the following fee schedule:

(1) First 3 false security alarms: no charge;

(2) Fourth through seventh false alarm: \$75 per false alarm;

(3) Each subsequent false alarm: \$150 per false alarm.

(D) The owner shall pay the full invoice amount to the Village Cashier within 30 days of the invoice date.

(E) If the owner fails to cause the full invoice amount to be paid to the Village Cashier within 30 days of the invoice date, the Village Finance Director or the Finance Director's designee may issue a violation notice pursuant to Chapter 39 for the owner's failure to remit payment pursuant to division (D) of this section.

(40 ILCS 5/22-301 et seq.) (Ord. CO-00-35, passed 12-4-2000; Am. Ord. CO-2013-33, passed 4-30-2013)

§ 32.20 ADMINISTRATIVE BOOKING FEE.

An administrative fee of \$30 shall be imposed upon an arrestee when posting bail or bond for any criminal, Village ordinance or other bookable arrest, including, but not limited to, warrants. The arrestee shall be advised, in writing, prior to such release, of the following procedure:

(A) An administrative booking fee of \$30 is imposed upon all persons, who are processed (photographed or fingerprinted) for any criminal, Village ordinance or other bookable arrest, to recoup the Police Department's cost for that service.

(B) The fee must be paid prior to release on bail or bond. In the event that the individual does not possess sufficient funds to pay the fee, the individual will be released after being provided a document stating that the fee is due and owing, and subject to collection. An individual will not be detained solely for his or her inability to pay the fee.

(C) Prior to release, the individual may request to speak with a supervisor to contest whether or not there was probable cause for the arrest.

(D) Refunds.

(1) If a court or other adjudicative body finds that there was no probable cause for the arrest or that the individual was not guilty on all charges, or if all charges are withdrawn by the prosecuting authority (non-suit, *nolle prosequi*, etc.), the individual shall be entitled to a refund of the fee.

(2) A disposition of supervision shall be considered equivalent to a conviction and not a dismissal of charges.

(3) Applications for a refund must be made in writing to the Office of the Chief of Police within 14 days of the finding or withdrawal of all charges, as described in division (D)(1) above. The Chief of Police shall designate an employee to determine the validity of the application. Refund of the fee shall be without interest.

(Ord. CO-07-11, passed 4-3-2007; Am. Ord. CO-2013-09, passed 3-13-2013)

§ 32.21 AUTHORITY TO DISPOSE OF LOST, STOLEN OR ABANDONED PERSONAL PROPERTY.

(A) The Law Enforcement Disposition of Property Act (765 ILCS 1030/0.01 et seq.) (the "Act") is adopted and incorporated by reference into this section, and the provisions of the Act shall apply to the disposition of personal property outlined in this section, except as amended in this section. Where there is a conflict between the provisions of the Law Enforcement Disposition of Property Act and the provisions of this section enacted pursuant to the Village's home rule authority, the provisions of this section shall control.

(B) The Village Police Department may dispose of all personal property of possessed by it when

possession was transferred to the Village Police Department under circumstances supporting a reasonable belief that such property was abandoned, lost or stolen or otherwise illegally possessed. Property seized during a search and retained and ultimately returned, destroyed or otherwise disposed of pursuant to order of court is not subject to this section. Property that the Chief of Police reasonably believes was abandoned, lost or stolen or otherwise illegally possessed, may be disposed pursuant to the following:

(1) Such property shall be retained in custody by the Chief of Police or his designee, who shall make reasonable inquiry and efforts to identify and notify the owner or other person, entitled to possession thereof, and shall return the property after such person provides reasonable and satisfactory proof of his ownership or right to possession and reimburses the Police Department for all reasonable expenses of such custody.

(2) Weapons that have been confiscated as a result of having been abandoned or illegally possessed may be transferred, in accordance with written direction from the Chief of Police, to the Department of State Police for use by the crime laboratory system, for training purposes, or for any other application as deemed appropriate by the Department, if no legitimate claim is made for the confiscated weapon within 6 months of the date of confiscation or within 6 months of final court disposition if such confiscated weapon was used for evidentiary purposes.

(3) If the identity or location of the owner or other person entitled to possession of the property has not been ascertained within 6 months after the Police Department obtains such possession, the Chief of Police shall effectuate the sale of the property for cash to the highest bidder at a public auction, notice of which (including time, place and a brief description of such property) shall be published at least once in a newspaper of general circulation in Cook County at least 10 days prior to such auction. However, if the Chief of Police determines that the interests of the

public would best be served thereby, he may donate property that is worth less than \$100, if the donation is approved by the Board of Trustees, to a charitable organization, rather than effectuating the sale of the property by public auction.

(4) Property offered but not sold at such public auction may be offered and sold at a subsequent public auction without further published notice.

(5) Proceeds of the sale of the property at public auction shall be deposited in the treasury of the Village for the use and benefit of the operation of the Police Department.

(6) The owner or other person entitled to possession of such property may claim and recover possession of the property at any time before its sale at public auction, upon providing reasonable and satisfactory proof of ownership or right to possession and reimbursing the Police Department for all reasonable expenses of custody thereof.

(7) Paper currency or coins that hold no historical or monetary value other than the value indicated on the face of such currency, that the Police Department has obtained and reasonably believes to be abandoned, lost or stolen or otherwise illegally possessed, shall not be subject to the auction provisions of division (B)(3) above. The Chief of Police shall make a reasonable inquiry to identify and notify the owner or other person entitled to possession of the paper currency or coins. If the identity or location of the owner or other person entitled to possession of the currency or coins has not been ascertained within 6 months after the Police Department obtains possession of the currency or coins, the Chief of Police shall deposit the paper currency or coins in the treasury of the Village, for the use and benefit of the operation of the Police Department.

(8) The Chief of Police shall maintain a written record of all personal property retained and disposed of by the Police Department under this section, which shall include:

(a) A complete inventory of the personal property, including a picture and brief description of each item or group of items;

(b) All efforts to identify and notify the owner or other person entitled to possession of such personal property;

(c) All claims made by any person that they are the owner or are otherwise entitled to the possession of such personal property;

(d) All auctions for the sale of such personal property, including the date, time, location and outcome of said auctions; and

(e) The amount of proceeds deposited into the treasury of the Village by the Police Department from the sale of such personal property.

(9) The Chief of Police shall provide a monthly report to the Village President and Board of Trustees summarizing any updates to the records required under division (B)(8) above.

(10) No person shall be responsible for consequential damages to another occasioned by an act or omission in compliance with this section.
(Ord. CO-2015-13, passed 5-19-2015)

ATTACHMENT

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§ 37.05 EMERGENCY SERVICES AND DISASTER AGENCY.

(A) *Establishment.* Under this section, the Village establishes the Emergency Services and Disaster Agency (ESDA) to prevent, minimize, repair, and alleviate injury or damage resulting from the explosion of atomic or other means from without or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, telecommunications failure, or other natural or technological causes, in accordance with the Illinois Emergency Management Act (the Act) (20 ILCS 3305/1 et seq.).

(B) *Composition.* The ESDA shall consist of the Coordinator thereof and any additional members as may be selected by the Coordinator, with the advice and consent of the President and Board of Trustees. The Coordinator and members of the ESDA serve on a voluntary basis. The Chief of Police and Chief of the Fire Department shall be permanent members of the ESDA.

(C) *Coordinator.* The Coordinator of the ESDA shall be appointed by the Village President and shall serve until removed by same. The Coordinator shall have direct responsibility for the organization, administration, training, and operations of the ESDA, subject to the direction and control of the Village President as provided by statute.

(D) *Oath.* Every person appointed to serve in any capacity in the ESDA organization shall, before entering upon his duties, execute a written oath in substantially the form set forth in Section 20 of the Act (20 ILCS 3305/20), before the Coordinator or other person authorized to administer oaths in the state (20 ILCS 3305/20). The oath shall be filed with the Coordinator.

(E) *Office space.* The Village President and Board of Trustees are authorized to designate space in a Village building, or elsewhere, as may be provided for by the Village President and Board of Trustees, for the ESDA as its office.

(F) *Functions and duties.* The ESDA shall perform all ESDA functions within the Village as prescribed in and by the Act (20 ILCS 3305/1 et seq.), the State Emergency Operations Plan, and programs, orders, rules, and regulations as may be promulgated by the Illinois Emergency Management Agency (IEMA) and by local ordinance, and, in addition, shall perform those duties outside the corporate limits as may be required pursuant to any mutual aid agreements with other political subdivisions as provided by the Act (20 ILCS 3305/1 et seq.). The Coordinator shall be responsible for preparing and updating the Village's Emergency Operations Plan, which plan shall be approved by resolution of the President and Board of Trustees.

(G) *Service as mobile support team.* All or any members of the ESDA organization may be designated as members of a mobile support team created by the Director of the IEMA as provided by law, to aid and to reinforce the IEMA and emergency services and disaster agencies in areas stricken by disaster. Personnel of a mobile support team, while on duty pursuant to such a call or while engaged in regularly scheduled training exercises, shall, if they are an employee of the Village, have the powers, duties, rights, privileges and immunities, and receive the compensation incidental to their employment, and if not an employee of the Village, shall be entitled to at least \$1 per year compensation from the state.

(H) *Emergency action.* A proclamation of a disaster by the Governor shall activate the State Emergency Operations Plan and the Village's Emergency Operations Plan, and shall be authority for the deployment and use of any forces that the plan applies and for use or distribution of any supplies, equipment, and materials and facilities assembled, stockpiled, or arranged to be made available under the Act (20 ILCS 3305/1 et seq.) or other provision of law relating to disasters.

(I) *Local disaster declaration.* Only the Village President, President Pro Tem, or the President's emergency interim successor may declare a local disaster. It shall not be continued or renewed for a period in excess of 7 days except by or with the consent of the Board of Trustees. Any order or proclamation declaring, continuing, or terminating a local disaster shall be given prompt and general publicity and shall be filed promptly with the Village Clerk. The effect of a declaration of a local disaster is to activate the emergency operations plan of the ESDA and to authorize the furnishing of aid and assistance thereunder.

(J) *Mutual aid agreements.* The Coordinator of the ESDA may, in collaboration with other public agencies within the immediate vicinity, develop or cause to be developed mutual aid arrangements with other political subdivisions in the state for reciprocal disaster response and recovery assistance in case a disaster is too great to be dealt with unassisted. The mutual aid shall not, however, be effective unless and until approved by each of the political subdivisions. The arrangements shall be consistent with the State Emergency Operations Plan and state emergency management program, and, in the event of a disaster, it shall be the duty of each emergency management agency to render assistance in accordance with the provisions of the mutual aid agreements.

(K) *Reimbursement by state.* The State Treasurer may receive and allocate to the appropriate fund, any reimbursement by the state to the Village for expenses incident to training members of the ESDA as prescribed by the State Director of IEMA, compensation for services and expenses of members of a mobile support team while serving outside the Village in response to a call by the Governor or State Director, as provided by law, and any other reimbursement made by the state incident to ESDA activities as provided by law.

(L) *Purchase and expenditures.* The Village President and Board of Trustees may, on recommendation of the Coordinator or on their own motion, enter into contracts or incur obligations necessary to place the Village in a position to effectively combat any disaster, as defined in Section 4 of the Act (20 ILCS 3305/4), and to protect the public health and safety, protect property, and provide emergency assistance to victims of disasters. In the event of a disaster, the Village President and Board of Trustees may exercise the above powers, in the light of the exigencies of the disaster and, excepting mandatory constitutional requirements, without regard to the procedures and formalities normally prescribed by

law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, and the appropriation, expenditure, and disposition of public funds and property, as authorized by Section 10(j) of the Act (20 ILCS 3305/10(j)).

(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

§ 37.06 EMERGENCY SUCCESSION.

(A) In the event of an attack upon the United States or a natural or manmade disaster in the Village resulting in the unavailability of both the Village President and the elected President Pro Tem, or the unavailability of the Village President when no President Pro Tern has been elected, the duties and all of the rights and powers of the office of Village President shall be discharged by the designated emergency interim successors in the order specified below. Emergency interim successors for the office of Village President are hereby designated as follows:

- (1) Most senior Trustee available.
- (2) Village Manager.
- (3) Chief of Police.

(B) Other than taking the oath of office required in order to exercise the rights and powers and discharge the duties of the office of Village President, an emergency interim successor hereunder shall not be required to comply with any other provision of law relative to taking office. The emergency interim successor shall exercise the rights and powers and discharge the duties of the office of Village President until such time as either the President or previously elected President Pro Tem are available to resume the duties of office, or the Board of Trustees elects a President Pro Tem.

(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

§ 37.07 EMERGENCY POWERS AND SPENDING AUTHORITY.

In the event that a state of emergency exists within the Village, the Village President, President Pro Tem, or emergency interim successor to the office of Village President, may, by executive order and without the approval of the Board of Trustees, exercise such powers of the corporate authorities, including spending up to \$50,000 in Village funds, as may be reasonably necessary to respond to the emergency. For purposes of this section, a state of emergency is defined as an attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the Village in any manner by sabotage or by the use of bombs, missiles, shellfire, or atomic, radiological, chemical, bacteriological or biological means or other weapons or processes, or a disaster involving an occurrence or threat of catastrophic and widespread injury or loss of life to Village residents or property in the Village resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, epidemic and explosion. The Village President, President Pro Tem, or emergency interim successor may not exercise the emergency spending authority granted herein without first declaring that an emergency, as defined above, exists, by setting forth, in writing and under oath, a declaration of emergency describing the nature of the emergency and detailing facts to substantiate such finding. The declaration of emergency shall be filed with the Village Clerk as soon as is practicable. The declaration of emergency, and concurrent spending and other authority, shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of emergency is declared.

(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

§ 37.06 EMERGENCY SUCCESSION.

(A) In the event of an attack upon the United States or a natural or manmade disaster in the Village resulting in the unavailability of both the Village President and the elected President Pro Tem, or the unavailability of the Village President when no President Pro Tem has been elected, the duties and all of the rights and powers of the office of Village President shall be discharged by the designated emergency interim successors in the order specified below. Emergency interim successors for the office of Village President are hereby designated as follows:

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(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

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2552 W. Chicago Ave
Chicago, IL 60642

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2013 Dodge Charger 3.6L V6 Police



Photo Viewer
51 Images


Price \$10,795



 Engine	3.6L V6 DOHC 24V
 Transmission	5-SPEED AUTOMATIC
 Drive	RWD
 VIN	2C3CDXAG9DH613648
 Mileage	60,319
 Exterior	WHITE
 Interior	BLACK
 Stock NO	R-6330
 Fuel economy	

Comments

Vehicle History

 No Accident or Damage Reported

 CARFAX 1-Owner



 Service History

 Government Use

Features

Inquire about this vehicle

Vehicle interested in: **2013 Dodge Charger 3.6L V6 Police**

If you have questions about this vehicle, please enter them below.

First name:

Last name:

Email:

Phone:

Message:

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Disclaimer: All advertised prices exclude government fees and taxes, any finance charges, any dealer document preparation charge, and any emission testing charge. Vehicle availability is not guaranteed and subject to prior sale. All vehicle details advertised are true to our best knowledge, but not guaranteed. It is the customer's sole responsibility to verify the existence and condition of any equipment listed. The dealership is not responsible for misprints on prices or equipment. It is the customer's sole responsibility to verify the accuracy of the prices with the dealer. Pricing are subject to change without notice. Any advertised down, monthly, bi-weekly, and weekly payments are estimated examples and / or approximate payments only and subject to credit check and approvals.

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Chicago, IL 60642

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2014 Dodge Charger 3.6L V6 Police, Blue Lightbar, Partition Console Equipped



Photo Viewer
55 Images

Price **\$13,795**




100

[Copy Link](#) [Email](#) [Print](#)

 Engine	3.6L V6 DOHC 24V
 Transmission	5-SPEED AUTOMATIC
 Drive	RWD
 VIN	2C3CDXAG6EH252378
 Mileage	46,446
 Exterior	WHITE
 Interior	BLACK
 Stock NO	R-6011
 Fuel economy	

Comments

Vehicle History

 Accident Reported

 CARFAX 1-Owner



 Service History

 Government Use

Features

Inquire about this vehicle

Vehicle interested in: **2014 Dodge Charger 3.6L V6 Police, Blue Lightbar, Partition Console Equipped**

If you have questions about this vehicle, please enter them below.

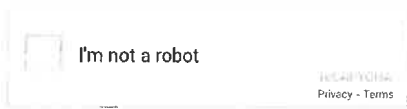
First name:

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Email:

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Message:



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Chicago, IL 60642

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2017 Ford Explorer Police AWD



Photo Viewer
49 Images


Price \$16,795



 Engine	3.7L V6 DOHC 24V
 Transmission	6-SPEED AUTOMATIC
 Drive	4WD
 VIN	1FM5K8AR7HGB54229
 Mileage	80,732
 Exterior	WHITE
 Interior	BLACK
 Stock NO	R-6012
 Fuel economy	

Comments

Vehicle History

 No Accident or Damage Reported

 CARFAX 1-Owner



 Service History

Vehicle Use

Features

Inquire about this vehicle

Vehicle interested in: **2017 Ford Explorer Police AWD**

If you have questions about this vehicle, please enter them below.

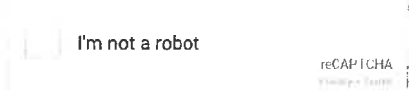
First name:

Last name:

Email:

Phone:

Message:



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Disclaimer: All advertised prices exclude government fees and taxes, any finance charges, any dealer document preparation charge, and any emission testing charge. Vehicle availability is not guaranteed and subject to prior sale. All vehicle details advertised are true to our best knowledge, but not guaranteed. It is the customer's sole responsibility to verify the existence and condition of any equipment listed. The dealership is not responsible for misprints on prices or equipment. It is the customer's sole responsibility to verify the accuracy of the prices with the dealer. Pricing are subject to change without notice. Any advertised down, monthly, bi-weekly, and weekly payments are estimated examples and / or approximate payments only and subject to credit check and approvals.

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Chicago, IL 60623

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2015 Chevrolet Silverado 2500HD Crew Cab Long Bed 4WD



Photo Viewer
55 Images

Price: \$38,795



 Engine	6.0L V8 OHV 167 HP
 Transmission	6-SPEED AUTOMATIC
 Drive	4WD
 VIN	1G01KUG7FF590330
 Mileage	23,441
 Exterior	WHITE
 Interior	JET BLACK/DARK ASH
 Stock NO	R-6135
 Fuel economy	

Comments

Vehicle History

 No Accident or Damage Reported

Number of Owners

 Service History

Vehicle Use



Features

- ✓ Child Safety Door Locks
- ✓ 4WD/AWD
- ✓ Vehicle Stability Control System
- ✓ Side Head Curtain Airbag
- ✓ Tilt Steering
- ✓ Trip Computer
- ✓ Daytime Running Lights
- ✓ Power Windows
- ✓ Power Door Locks
- ✓ Electronic Brake Assistance
- ✓ Front Side Airbag
- ✓ Cruise Control
- ✓ Steering Wheel Mounted Controls
- ✓ Second Row Folding Seat
- ✓ Full Size Spare Tire
- ✓ Locking Pickup Truck Tailgate
- ✓ ABS Brakes
- ✓ Driver Airbag
- ✓ Air Conditioning
- ✓ Tilt Steering Column
- ✓ Front Split Bench Seat
- ✓ Pickup Truck Cargo Box Light
- ✓ Vehicle Anti-Theft
- ✓ Traction Control
- ✓ Passenger Airbag
- ✓ Tachometer
- ✓ Tire Pressure Monitor
- ✓ Automatic Headlights
- ✓ Steel Wheels

INQUIRE ABOUT THIS VEHICLE

Vehicle interested in: **2015 Chevrolet Silverado 2500HD Crew Cab Long Bed 4WD**

If you have questions about this vehicle, please enter them below.

First name:

Last name:

Email:

Phone:

Message:

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Disclaimer: All advertised prices exclude government fees and taxes, any finance charges, any dealer document preparation charge, and any emission testing charge. Vehicle availability is not guaranteed and subject to prior sale. All vehicle details advertised are true to our best knowledge, but not guaranteed. It is the customer's sole responsibility to verify the existence and condition of any equipment listed. The dealership is not responsible for misprints on prices or equipment. It is the customer's sole responsibility to verify the accuracy of the prices with the dealer. Pricing are subject to change without notice. Any advertised down, monthly, bi-weekly, and weekly payments are estimated examples and / or approximate payments only and subject to credit check and approvals.

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GMC K3500 Sierra (1990)

Sale price: US \$9,995.00



[Contact the seller](#) 🇺🇸🇺🇸🇺🇸🇺🇸

Up for sale is a very unique truck with several uses. It was purchased new by a small shoreline town in Connecticut. Used as a off road rescue truck. It was always garaged in the firehouse and has very very low miles. The truck is 4 wheel drive with a 454 big block V8. Equipped with a Kohler 7CKM21 7500 watt generator, 8 ton winch, 4-500 watt adjustable flood lights, Marion body, Kevlar tires and working sirens and P.A. system. This is truck comes with a binder of all the books and manuals. This truck was always maintained. Here is your chance to get a very special truck with low low miles at a fraction of the original cost. Connecticut residents must pay Connecticut sales tax. We can issue out of state buyers an in transit plate if needed. You can fly in and drive home. If you have any questions or if you would like to see this truck in person feel free to contact us through Ebay or by calling 203-469-9901. Thank you for your interest.

Free Nationwide Shipping
SafcoFurniture2Go



Click image to enlarge

More GMC
Emergency & Fire
Trucks

Free Nationwide Shipping
SafcoFurniture2Go

Condition: Seller Notes:

Used

"This was owned since new by a small shoreline town in Connecticut. Always garaged inside the firehouse. This truck can be used for numerous applications. Use your imagination!"

Year: 1990

VIN (Vehicle Identification Number): 16DUK34N1LE542247

Mileage: 31,000

Number of Axles: Single

Make: GMC

Engine Make: Chevrolet

Model: K3500 Sierra

Fuel Type: Gas

Type: Off Road Rescue/Brush Truck

For Sale By: Dealer

Class: Class 3 (10,001-14,000 lbs.)

Transmission Type: Automatic

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<https://jingletruck.com/1990-gmc-k3500-4x4-108549>

1/2



Contact Us

Office : 256.776.7786
Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 13521
Price: \$21,500

2011 Ford F-350 Emergency Paramedic Ambulance

- 2011 Ford F-350 Emergency Paramedic Ambulance
- F-350 Ford Chassis
- 6.7L Diesel Engine
- Automatic Transmission
- Mileage: 195,721
- Additional equipment not included with purchase unless otherwise listed.



Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com



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Contact: Jeff Milster • jmilster@carpenterbus.com • 800-370-6180 x244

Stock #203214

Quote created: 6/16/2021 12:04:46 PM

Description:

- 2014 Ford F550 Glaval Entourage
- Length: 31'
- Capacity: 23 +2WS/25
- Engine: 6.8L V-10 Gas
- Color: Solid White
- Status: In Stock
- Mileage: 21,400



Sale Price

Price: ~~\$49,900~~

\$48,270

CP=Co-Pilot Seat | LR=Luggage Rack | PS=Perimeter Seating | RRR=Rear Removable Row | RS=Rear Storage (no wall) | RSW=Rear Storage with Wall | WS=Wheelchair Station

Features

- New Tires
- New Exterior Paint
- Automatic Transmission
- Dual Rear Wheels
- Fast Idle
- Tilt Wheel
- Cruise Control
- Power Heated Exterior Mirrors
- MorRyde Rear Suspension
- AM/FM/CD
- Back Up Alarm
- Back Up Camera
- Deluxe Driver Seat with Cracked Ice Blue Cover
- Mid-Back Cracked Ice Blue Cloth Seats with Armrests and Seat Belts
- 80" Interior Headroom
- Electric Entrance Door
- Front & Rear A/C and Heat
- Dual Compressors with Skirt Mounted Condenser
- Altro Storm Flooring with Yellow Step Nosing
- Stainless Steel Wheel Inserts
- Driver's Running Board
- Braun Century Wheelchair Lift with 2 Sets of Restraints
- One Double Foldaway Seat on Rear Row
- Overhead Hand Rail
- Driver Modesty Panel

All Used buses are sold "as is" except those with remaining warranty.

To hold this bus for 5 days, please sign the Intent to Buy below. Price is F.O.B. Waco, TX and does not include Sales Tax. This Quote is a Net Quote. All applicable Rebates have been applied to arrive at this price. To finalize the sale, request a Bill of Sale for Net Pricing Details, including Rebates.

Purchaser Signature: _____ Date: _____

(Before you buy, please confirm with salesman that pictures and features shown here accurately represent the actual bus you intend to buy.)



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Stock #203114

Quote created: 6/16/2021 12:05:25 PM

Description:

- 2014 Ford F550 Glaval Entourage
- Length: 31'
- Capacity: 23 +2WS/25
- Engine: 6.8L V-10 Gas
- Color: Solid White
- Status: In Stock
- Mileage: 17,500



Sale Price

~~\$49,900~~
\$48,420

Price: ~~\$49,900~~

CP=Co-Pilot Seat | LR=Luggage Rack | PS=Perimeter Seating | RRR=Rear Removable Row | RS=Rear Storage (no wall) | RSW=Rear Storage with Wall | WS=Wheelchair Station

Features

- New Tires
- New Exterior Paint
- Automatic Transmission
- Dual Rear Wheels
- Fast Idle
- Tilt Wheel/Cruise Control
- Power Heated Exterior Mirrors
- MorRyde Rear Suspension
- AM/FM/CD
- Back-Up Alarm
- Back-Up Camera
- Deluxe Driver Seat with Cracked Ice Blue Cover
- Mid-Back Cracked Ice Blue Cloth Seats with Armrests and Seat Belts
- 80" Interior Headroom
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Purchaser Signature: _____ Date: _____

(Before you buy, please confirm with salesman that pictures and features shown here accurately represent the actual bus you intend to buy.)



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Est. total **\$2,760.48**

Check out (2)



DuroMax XP12000EH Durable 12000 Watt 18 HP Portable Hybrid Gas Propane Generator

Size: XP12000EH

Sold & shipped by Factory Authorized Outlet

\$1,299.00 ea

\$2,598.00

Delivery

Add-on services (1 selected)

✓ 4 years Walmart Protection Plan - \$81.24

Qty 2 **\$162.48**

[Edit](#)

Qty:

2 ▾

[Remove](#) | [Save for later](#)

"DuroMax XP12000EH Durable 12000 Watt 18 HP Portable Hybrid Gas Propane Generator" has been removed. [Undo](#)

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Customers also bought these products



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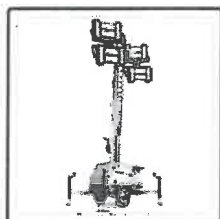
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Hover to zoom



Generac PLT240-STD - LINKTower™ LED Light Tower (120V) w/ Manual Winch

Model: PLT240-STD2

GENERAC ☆☆☆☆☆ (0) Write a Review

\$5,999.00

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Factory items ship direct from the manufacturer. Shipping times vary.

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Qty. 1

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Features

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Checkout

Call 800-800-3317

1. Shipping Address

* Required

Email Address

Apatterson@maywoodpolice-il.org

* First Name

* Last Name

Company Name

* Street Address

Apt / Suite

City

MAYWOOD

IL - Illir

Zip

Code

0000

* Phone Number

Delivery Number

Send me text updates about my order

Purchase Order Number

Use this as my Billing Info & Address

Create an Account

It's easy, just enter a password below and gain access to:

- Quicker Checkout
- Order History
- Special Offers
- And More...

Enter Your F

Verify Your F

Sign up for our weekly newsletter

[Continue To Payment Method](#)

2. Payment Method

3. Review & Place Order

Order Summary (2 Items)

Sub-Total	\$11,998.00
Estimated Shipping	\$0.00
Estimated Tax	\$1,019.84
Shipping & Tax for MAYWOOD, IL	▼
Total	\$13,017.84

By placing this order, you agree to our [Privacy](#) and [Return Policies](#)

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Monday - Thursday: 8am - 5pm CST, Friday: 9am - 5pm CST

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Important notice from Lightning X Products regarding the COVID-19 virus [CLICK HERE](#)



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Lightning X Premium First Responder Bag w Fill Kit C - Orange

PRICE

~~\$209.99~~

QUANTITY

- 2 +

SUBTOTAL

\$419.98

UPDATE CART

coupon code

APPLY COUPON

CART TOTALS

SUBTOTAL

\$419.98

SHIPPING

Free shipping

Continental US Standard: ~~\$19.99~~

Continental US Expedited: ~~\$24.99~~

Continental US Two-Day: ~~\$32.99~~

Continental US One-Day: ~~\$54.99~~

Shipping to

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ATTACHMENT

5

Maywood Department of Homeland Security and Emergency Management Policy Manual



Effective July 2021

Maywood Department of Homeland Security and
Emergency Management
Policy Manual

Nathaniel George Booker Mayor of Maywood

**Kendall Silas, Chief, Maywood Department of Homeland
Security and Emergency Management**

Kendall Silas, Chief _____

Maywood Department of Homeland Security and Emergency Management Policy Manual

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Section 1 General Information

Maywood Department of Homeland Security and Emergency Management Policy Manual

This policy manual was developed to provide assistance with the day to day operations of the Maywood Department of Homeland Security and Emergency Management as a guideline for administrating operations, equipment, personnel, and to provide rules and regulations for the Maywood Department of Homeland Security and Emergency Management.

These policies are to be regarded as guidelines for emergency situations where in may be necessary to deviate from the policies and procedures stated in this manual.

These policies may be amended and updated at any time by the Chief and command Staff of the Maywood Department of Homeland Security and Emergency Management or the Village Board of Trustees.

Statement of Purpose for the Maywood Department of Homeland Security and Emergency Management.

In the event of an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or manmade cause, this “political subdivision” must be prepared to act in such a manner as to:

Save the maximum number of lives and minimize injures

Protect property

Preserve functioning of Civil Government, to maintain and support economic activities essential for the survival and eventual recovery from the emergency or disaster.

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The Maywood Department of Homeland Security and Emergency Management is responsible for the response and recovery phases of the emergency management life cycle. The Department of Homeland Security and Emergency Management is also responsible TO ASSIST various Village Departments in situations where those Departments are taxed beyond their resources or when needed. Some examples of duties and responsibilities include but not limited to:

1. Assist with traffic
2. Crowd control
3. Lighting as needed for investigations
4. Minor exterior support operations
5. Clearing streets/ Debris removal
6. Removal of fallen trees on Village property
7. Flood control including: Sandbagging and Closing of streets
8. Transport to the Office of Forensic Science
9. Assist Village with planned events
10. Rehab and Communications/Command vehicles as required for any Village Department or entities.
11. Conduct surveys to determine the types of emergency-related needs that will need to be addressed in disaster planning or provide technical support to others conducting such surveys.
12. Design and administer emergency/disaster preparedness training courses that teach people how to effectively respond to major emergencies and disasters
13. Consult with officials of local and area governments, schools, hospitals, and other institutions to determine their needs and capabilities in the event of a natural disaster or other emergency
14. Develop and maintain liaisons with municipalities, county departments, and similar entities to facilitate plan development, response effort coordination, and exchanges of personnel and equipment.
15. Develop and perform tests and evaluations of emergency management plans in accordance with state and federal regulations.
16. Attend meetings, conferences, and workshops related to emergency management to learn new information and to develop working relationships with other emergency management specialists.

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General Orders

1. A general order will be posted by the Chief and or Deputy Chief when a new policy or procedure must be added to this policy manual on a temporary basis. It may be considered as an addition to this policy manual later at which time it will be added as a change to the policy manual and entered on the “Record of Changes” page.
2. The Chief and or Deputy Chief may at any time post a General Order. The general order will be read and passed out to all officers and considered a part of the Policy Manual.

Safety

1. Safety of all personnel is MDHSEM’s top priority. No member should engage in any unsafe acts of behavior.
2. Any member observing an unsafe action or condition should immediately report such act or condition to an Officer or Acting Officer.
3. All officers will use seatbelts in any vehicle while that vehicle is in motion.
4. Any member has the authority to stop any other member engaging in a potential and immediate life or injury threatening action.
5. No personally owned vehicles will be used to respond to scenes unless directed to by the Chief or Deputy Chief of MDHSEM.
6. All officers are required to act as a Safety Officer.

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Sexual Harassment

MDHSEM will follow the Village of Maywood Sexual Harassment policy which can be found in Annex B-1 of the policy

Drug Policy

1. No member can consume alcohol or drugs while in uniform or while in the station. No member is to report to a detail or emergency call while under the influence of alcohol, drugs, or medication that will alter their ability to perform.
2. All officers will voluntarily submit to drug or alcohol testing at the Chief's discretion following any accident or injury while on duty or in the station.
3. Any member convicted of a criminal drug statute violation will notify the Chief of the Maywood Department of Homeland Security and Emergency Management no later than five (5) days after such conviction. The Maywood Department of Homeland Security and Emergency Management will take one of the following actions within thirty (30) days of receiving such notice with respect to any employee who is convicted:
 - a. Requiring the member to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, Local Health, Law Enforcement, or other appropriate agency.
 - b. Taking appropriate disciplinary action against a member such as suspension for an extended period or termination.

MDHSEM will follow in addition to the items listed above the Village Drug Policy which can be found in Annex A of this manual.

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Visitor Policy

1. Visitors will be allowed in the station only when accompanied by an active member in good standing.
2. Visitors will not be allowed in the station between the hours of 2200 (10PM) and 0700 (7AM) except at the discretion of the Command Staff with the approval of the Chief.

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Section 2 Officers Requirements

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Officers Requirements

An individual applying for a position with the Maywood Department of Homeland Security and Emergency Management must be able to perform the following duties:

1. Must have a valid Illinois Driver's License.
2. Must be 18 years of age by the end of the probationary period.
3. Must be 21 years of age to drive Village vehicles or operate Village equipment. Unless given approval by the chief of the department.
4. Must be a citizen of the United States.
5. Must meet minimum proficiency levels as defined in training section.
6. Must not be a member of another active emergency management agency.
7. Must have completed basic orientation.
8. Must have completed all necessary applications and paperwork.
9. Must have passed a background check.
10. Must have completed an initial interview.

Maywood Department of Homeland Security and Emergency Management will not limit officers regarding race, color, creed, origin, sex, or handicap.

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General Responsibilities of Officers

1. Every member is responsible for having a working knowledge of the content of this Policy Manual and any updates posted by the Chief and or Deputy Chief. Officers will be required to sign an affidavit to that effect.
2. Officers who receive a moving violation must notify the Chief Deputy Chief or command staff within 72 hours.
3. Officers will respond to emergency calls when available.
4. Officers will participate in planned events.
5. Every member will be trained to the minimum proficiency level specified in the Training Section of the manual.
6. Every member and officer will assist with the general housekeeping duties and building maintenance.
7. Every member will understand and follow the chain of command.
8. Every member is responsible for maintenance and the safe operation of their equipment issued by the MDHSEM.
9. Every member is responsible for the safe operation of all equipment and apparatus owned, operated, and or leased by the Village of Maywood and will report any problems to the senior officer on duty.
10. Officers will not misuse their position or misrepresent themselves.
11. Every member must complete a minimum of 52 hours of work (house duties, details, training, calls, etc.) within the probationary period.
12. Any member who loses any of the MDHSEM issued equipment will be responsibility for replacing the same.

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Probationary Period

1. All new officers will complete a one (1) year probationary period after approval of initial application, completion of initial interview, and satisfactory completion of background check.
2. A probationary member will respond to emergency calls and planned details only under the direct supervision of an Officer or Acting Officer.
3. Any member serving their probationary period will not misrepresent their selves on the officership application.
4. An Officer's meeting will be held prior to the end of the probationary period to either accept or terminate the member. Probationary officers who successfully pass their probation will be considered active officers.
5. Any leave of absence during the probationary period will not be counted towards successful completion of the probationary period except for medical leave.
6. Probationary officers will not be given keys, door codes. Access to the building will only be with an active member.
7. Probationary officers must report to an Officer or Acting Officer whenever they are in the building.
8. Probationary officers maybe subject to periodic reviews during the probation period.
9. Probationary officers are required to complete at least 52 hours of work (calls, details, house duties, training, etc.) within the one (1) year period.
10. Probationary officers are required to meet the minimum proficiency level of training specified in the training section of this manual.
11. Probationary officers will participate in all general member duties under the supervision of an Officer, Acting Officer, or a member in good standing, except for those areas they have not been properly trained in or those duties they don't meet age or other restrictions.

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Uniform Requirements

1. The specifications for the standard uniform are as follows:

Black (officers)/white (officers) long or short sleeve shirt with Department patch on the left sleeve and Village patch/American flag on the right sleeve. With badge above left pocket. (Class A)

Black trousers

Black socks

Black shoes or boots of appropriate style in good repair and shined for the detail. (Appropriate style will be a shoe that will cover the entire foot and has a heel not to exceed one inch in height, and not of the athletic or gym style.)

Black Garrison style belt.

Silver (officers) or Gold (Officers) nameplate above right breast pocket consisting of rank (if applicable), first initial and last name.

Department patch above the left breast pocket on class B uniforms.

2. **Optional additions to the standard uniform are as follows:**

Designation of rank on collar or sleeve.

Chief will use 3 stars

Deputy chief will use 2 stars

Commander one Eagle for collar device.

Captains will use two gold bars for collar device.

Lieutenants will use one gold bar for collar device

Sergeants will use gold sergeant chevron for collar device or three stripes on sleeves.

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Any other appropriate pins of honor or achievement may be worn with the approval of the Chief.

Years of service rocker under nameplate
White or black T-shirt under uniform shirt.

3. Officers reporting for training, work details, planned events or emergency calls will be appropriately dressed. The following items are prohibited:

- Open toed or high heel shoes
- Sandals
- Shorts (unless worn under bunker pants)
- Halter tops
- Dangling earrings
- Any clothing with obscene (either stated or implied) markings.

4. Long hair will be pulled back while on duty or details. All officers will be clean shaven or facial hair will be neatly groomed while on details.
5. Officers will not misuse or misrepresent themselves while in uniform; violators are subject to disciplinary action and or termination.
6. Any MDHSEM issued uniforms including Tee Shirts will be worn only on callouts, training, work, or special details.
7. A directive will be issued and passed out when there are any uniform changes.

7. Classes of uniform

Class A uniform will consist of:

Dress Coat	Dress long sleeve shirt
Dress trousers	Black issued tie
Black shoes	Black socks
Black belt	

Class B uniform

Dress shirt
Duty trousers

Class C uniform

MDHSEM polo or t-shirt
Work Pants

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Black shoes
Black socks
Black belt

Work Shoes

Badges

Any badges purchased by the department or by an individual for the intended use while working for the MDHSEM will be consider property of the village of Maywood and upon Termination from the unit said badges shall be returned to the department. Special consideration will be given on a case by case event.

Any independent uniform purchase must be approved by the Chief, Deputy Chief or Commander. This includes but not limited to badges, shirts, hats, coats, and any embroidery.

Protective Clothing

1. Protective clothing for the Maywood Department of Homeland Security and Emergency Management will consist of the following:

Helmet with face shield and or eye protection (black for Lieutenants, Sergeants and below, White for Commander Captains, Chief, Deputy Chief and Operations)

Black turnout coat with lining and Scotch lite, and department identification on the back

Black bunker pants with lining and Scotch lite

Bunker boots with steel toe and shank protection

Leather or otherwise approved gloves

Self-Contained Breathing Apparatus in hazardous environments (if available)

Hard hats

Bullet resistant vest

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2. Optional equipment includes:

Flashlight or lantern

Protective hood

Ear protection

Respirator

CPR mask & glove pouch

3. Protective clothing must be worn in any environment with falling or thrown debris, environments involving hazardous materials, while operating power tools, and while performing any duties on a fire scene.
4. Traffic vests will always be worn when directing traffic. Traffic wands will be used during times of darkness while directing traffic.
5. Universal precautions will be utilized in any situation that may involve the chance of contact with blood borne pathogens or involve body substance isolation.
6. The above are only guidelines, the determination of the need for protective clothing fall upon the officers.

Insurance

1. All officers are covered by the Village of Maywood's Workman's Compensation while on emergency calls, planned details, while in training sessions, or performing standby duty.
2. All officers are covered by the State of Illinois's Workman's Compensation during major incidents, including mutual aid calls, and major training exercises and drills.
3. All officers are covered by the Village of Maywood Insurance when

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authorized to operate a Village vehicle.

4. A member will not utilize their personal vehicle at a scene or a call unless authorized by the Chief.

On the Job Injury

1. Any injury regardless of severity must have the appropriate form detailing the events completed in a timely manner.
2. Any injury regardless of severity, must be reported to an officer and in turn, to the Chief or Deputy chief.
3. Medical attention will not be withheld while attempting to contact the Chief or Deputy Chief.
4. Medical attention will be sought at an approved facility.

Light Duty

1. A member may request light duty due to medical conditions regarding them unable to perform certain duties (including pregnancy).
2. The exact specifications of light duty will be determined by the Chief. Duties may include:

Dispatching
Call taking during emergency calls
General office assistance
Driving

3. Any member with a physician's notice specifying light duty, or any member who requests light duty in writing to the Chief, will be granted light duty subject to the Chief's approval.
4. Any member returning from light duty must have a physician's written notice and the Chief's approval.

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Medical Leave of Absence

1. Any member requesting a medical leave of absence will present a valid physician's notice, specifying the nature of illness or injury, the estimated return to duty date and restrictions of duty (if applicable).
2. If a member is granted full leave from duty, that member will not participate in any manner with training, details, or emergency calls.
3. Officers requesting reinstatement to full duty following a medical leave of absence will have a valid physician's notice, stating that the member is fit for duty without restrictions.
4. Return to full duty without physician's notice and approval by the Chief violates medical leave of absence and is subject to disciplinary action or termination.

Leave of Absence

1. Any member may request a leave of absence for any reason, and at any time.
2. Any member requesting a leave of absence will inform the Chief in writing of the effective date and proposed date of return to duty or until further notice.
3. Any member on a leave of absence requesting an earlier return to full duty must inform the Chief in writing at least one week in advance, subject to approval by the Chief.
4. While on a leave of absence, the member will not attend any training, planned details, emergency calls, or meetings.
5. Extended periods of leave of absence may result in the loss of seniority rights or termination.
6. While on leave of absence, and you want to extend the leave you must notify and request in writing an extension to the leave of absence or face disciplinary actions for failure to do so.

Military Leave

Officers going on military leave will notify the Chief in writing stating the time frame in which they will be gone.

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Section 3 Conduct and Advancement

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Conduct

1. Any member engaging in consumption of mind-altering substances (*unless under a physician's direction) while in uniform is subject to immediate disciplinary action.
2. Any member responding to details, attending meetings, or any other organized function while under the influence of any mind *altering substances is subject to immediate disciplinary action.
3. Theft of any property or service belonging to the Village of Maywood or the Maywood Office of Emergency Management from any scene or another member of guest will not be tolerated. Violators are subject to termination and prosecution by local authorities.
4. Any member convicted of a felony is subject to immediate termination.
5. Any member engaging in behavioral misconduct or behavior unbecoming a member either in uniform, on duty or not may be subject to disciplinary action.
6. No member will display insubordination behavior to any other member or argue in public with another member or member of the public.
7. Any member who displays any form of disrespect or insubordination to a Superior Officer Acting Officer, Senior Member, or any person in a supervisory position is guilty of Insubordination and Conduct unbecoming a member and will not be tolerated. The penalty for insubordination and conduct unbecoming is termination.
8. No member will abuse or misuse the privilege of possessing a Department Badge, Commission, or I.D. card, or misrepresents themselves as any Official other than that intended by the Maywood Department of Homeland Security and Emergency Management.

Officers and or Administration may determine whether an absence is excused or unexcused. Maternity leave, Medical leave, Military leave, will be considered as excused absences.

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Write ups

1. Any member may complete a write up of another member to report misconduct or misuse of equipment within twenty-four hours of the incident. The member will retain one copy, submit one copy to an Officer and submit the original of the report to Administration.
2. An investigation of the incident will be initiated within seven (7) days of receiving the report.
3. The Officer receiving the incident report, if personally unable to investigate the incident within the seven-day period, will give the Administration notice within twenty-four hours.
4. Following a write up, the member(s) involved will read and sign the report, or the refusal to sign will be noted on the report.
5. A member will have the option to counter any accusation in writing accompanying the write up.
6. A member receiving one write up resulting in disciplinary action within a one-year period, will receive a verbal warning. A report of the verbal warning will be placed in their personnel file.
7. A member receiving two write ups resulting in disciplinary action within a one-year period will receive a written warning accompanied by a report in their personnel file.
8. A member receiving three write ups resulting in any disciplinary action within a one-year period is eligible for suspension the length of which will be determined by the Chief.
9. A member receiving four write ups resulting in any disciplinary action within a one-year period is eligible for termination.

Cell Phones

1. While on any active scene or detail no member shall be on their cell phone during the performance of their duties. If the call must be taken the member will be relieved from their post by another officer.

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2. Under no Circumstances are member allowed to use their cell phone while driving a Village vehicle. Any member found on their phone will be subject to disciplinary action.

Member Relief of Duty and Suspension

1. An Officer may relieve a member of duty until the next meeting.
2. Any member relieved of duty will receive a write up.
3. A member may receive a suspension for a period determined by the Chief.
4. Any suspension given to any officer must be approved by the Chief.
5. Any member that is on active suspension, is not allowed access in the MDHSEM building or any details unless granted permission by the Chief.

Board of Review

A Board of Review will be established consisting of the Chief, Deputy Chief and officers appointed by the Chief. This Board recommends individuals eligible for promotion, demotion, or termination. The Chief may also consult the Board for any other recommendations. The Chief may substitute individuals who may have a conflict of interest in each situation or add two general officers.

Promotion Requirements

1. Any member who is a candidate for promotion to any rank will satisfy the following general requirements:
 - Exhibit good interpersonal communication skills
 - Exhibit a high level of commitment to the Department
 - Exhibit strong leadership and management qualities
 - Must be competent in all areas of operation and training levels
 - Must have met all the training requirements for each level of supervision
2. Promotions to Deputy Chief and other Command, General, and Administrative positions are made at the Chief's discretion.

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3. Promotions to Sergeant, Lieutenant, Captain, and Commander will be given to candidates who have completed the qualifications listed above and others in this section. Final approval rests with the Chief
4. Additional requirements for promotion per rank:

Sergeant: notify the Chief of interest in position, at least 5 years as an active member, completed any NIMS compliance training for the supervisory level.

Lieutenant: notify the Chief of interest in position, at least 3 years as a Sergeant, completed any NIMS compliance training for the supervisory level.

Captain: notify the Chief of interest in position, at least 3 years as Lieutenant, completed any NIMS compliance training for the supervisory level.

Commander: notify the Chief of interest in position, at least 3 years as Captain, completed any NIMS compliance training for the supervisory level. Possess Illinois Professional Development Series

Demotions

Any Officer found guilty of offenses or unable to uphold the standards of their rank, may be brought before a Board of Review at the Chief's discretions.

Termination

1. A member who is eligible for termination will be brought before a Board of Review. The charged member may add an additional member to the Board of their choice.
2. The Board of Review must convene within seven to ten days of notification of charges.
3. The Chief retains the final decision after the Board's recommendation.

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Section 4 Procedures

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Daily Command Structure

1. The Maywood Department of Homeland Security and Emergency Management has adopted the National Incident Management System (NIMS) for daily operations and emergency incidents.
2. During normal daily operations in quarters, the senior Member or Officer by default will be the Duty Officer until the arrival of a more senior Officer. Their primary responsibility is to ensure that personnel and equipment are prepared to respond to any manner of incident. They are also responsible for carrying out any maintenance that may be required in quarters.
3. If the Duty Officer is not available to command, command in quarters will default to the following personnel:
 - a. The highest-ranking Sergeant in quarters.
 - b. The highest-ranking Officer in quarters.
 - c. The most senior Member in quarters.

Incident Command Structure

1. The Officer or ranking Member of the first arriving unit at any incident assumes command for MDHSEM. Notification of who command is will be made.
2. The MDHSEM Officer in Charge (OIC) will report to the overall Incident Commander and work under the Incident Command System already in place.
3. The MDHSEM OIC is responsible for utilizing personnel and equipment to accomplish the task at hand in a safe and efficient manner.
4. Upon arrival of a higher ranking MDHSEM Officer, a change of command may take place.
5. A transfer of command may take effect after a briefing between the outgoing OIC and the incoming OIC.

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General Response Procedures

1. All officers and officers will respond directly to the station without using emergency lights and will be dispatched to the scene at the request of the Officer in Command unless otherwise instructed by the Chief.
2. Vehicle and manpower requirements will be determined by the MDHSEM OIC at the scene.
3. Privately owned vehicles will not respond to any emergency scene unless authorized by the Chief.
4. Officers will not leave their post without permission of the MDHSEM OIC.
5. A detail report will be filled out after all calls regardless of type of call.

1. Standby Duty

In case of impending inclement weather, officers are encouraged to respond to the station for standby duty. If severe weather is expected or approaching a call out may be initiated for a standby at the station. The Chief, Deputy Chief, and Commander will be notified prior to and on all call outs.

2. Wires Down

The main responsibility of MDHSEM is to protect the Public from down wires by controlling access to the involved area. Any downed wire will be considered live and dangerous, regardless of whether the wire appears to be electrical, telephone, or cable television. No member of this department will attempt to move or touch any downed wire under any circumstance.

3. Trees Down

The main responsibility of MDHSEM is to clear streets and sidewalks for vehicles and pedestrians. MDHSEM does not move or remove any trees or branches from private property. Officers will not remove branches hanging from high positions or in contact with power lines. Trees that are on or have caused damage to vehicles will not be moved until the Police have been called and a police report filed.

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4. Sandbags

MDHSEM has the responsibility for the availability of sandbags to the residents and business of Maywood. Individuals picking up sandbags will identify themselves as Maywood residents by showing their Driver's License. Limitations on the number of sandbags per person will be determined on a case by case basis. Industries in Maywood will have sandbags filled by their personnel.

5. Floods

The main responsibility of MDHSEM is to close streets that are flooded and are considered impassable. Barricades will be placed at both ends of a close street in a visible manner. In addition, the water level of the river should be checked and reported.

Response Procedures: Traffic

1. All personnel performing any traffic control duties will always wear a traffic vest and carry a traffic wand during darkness.
2. Vehicles will be placed in a safe manner with the emergency lights operating so that the vehicle is visible to traffic.
3. Flares may be placed on the ground for use as markers and will never be carried or used as a traffic wand for directing traffic at any time. Flares will not be placed in the area of any liquids.
4. Traffic barricades may be placed to detour traffic to the nearest intersection available.
5. Vehicles may be used to block major intersections with a minimum of two trained personnel.
6. Officers will not leave their assigned post without permission of the MDHSEM OIC.

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Response Procedures: Fires

1. The primary responsibility of MDHSEM is traffic control near a fire scene and other assistance is secondary. No MDHSEM member will perform interior attacks. The appropriate protective equipment will be worn while performing any task. All MDHSEM will remain with their vehicle unless directed by the MDHSEM OIC.
2. The Maywood Department of Homeland Security and Emergency Management will respond to all 2nd alarm fires occurring in the Village of Maywood. The Chief, Deputy Chief, Commander and all other MDHSEM Officers will be notified on all fire responses.
3. Officers will remain with any vehicle they take to a scene unless directed by the MDHSEM OIC.

Response Procedures: Morgue Runs

For transports to the Cook County Institute of Forensic Medicine (CCIFM):

1. A Maywood Police Officer will accompany the transporting vehicle to CCIFM to complete any paperwork. MDHSEM personnel will not be responsible for any CCIFM or Police Department paperwork, MDHSEM will not be responsible for any of the personal property of the deceased.
2. Due to the chain of evidence MDHSEM personnel are not to assist in placing the body in a body bag,
3. The following information must be recorded on the detail report:
 - a. Then name and badge number of the accompanying Police Officer.
 - b. The Morgue number of the body and copy of the Morgue report.
 - c. The deceased's name address, and date of birth (if known).
 - d. A brief description of what was done on the call

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Building Maintenance

1. All officers regardless of rank or position are expected to participate in the upkeep and maintenance of the station.
2. Officers may be asked to assist with building improvements or remodeling projects at the Chief's, Deputy Chief's or other Officer's discretion and direction.
3. The following is a general list of cleaning requirements for the station.
 - a. Areas around the building will be cleared of any snow, leaves, or trash.
 - b. The offices, communications room, and maintenance room will be cleaned on a regular basis by the occupants of those areas.
 - c. All floors, carpets, windows, fixtures, garbage cans and tables will be swept, vacuumed, washed, emptied and liners replaced, dusted, bathrooms cleaned and restocked.
 - d. Other duties as needed or requested.

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General Rules for Apparatus

1. Any member wishing to operate a vehicle owned, operated, or leased by the Maywood Department of Homeland Security and Emergency Management must satisfy the following requirements:

Hold the appropriate class license for the vehicle.

Be at least 21 years of age.

May not be serving a probationary period, unless directed to by an Officer.

2. All passengers in any vehicle will be seated and seatbelts fastened while in the vehicle.
3. Be an approved driver (See Deputy Chief Section).
4. No person will leave their vehicle without the permission of a MDHSEM Officer or Acting Officer.
5. ONLY ONE PERSON will assist the driver in backing up their vehicle.
6. Smoking in MDHSEM vehicles is prohibited. Anyone eating or drinking in a vehicle is responsible for making sure no garbage is not left in vehicle or face disciplinary actions.
7. Visitors will not ride in any vehicle except at the discretion of the Chief or Deputy Chief. Then they must ride in an enclosed vehicle and use seatbelts.

Driver Responsibilities

1. The driver of any vehicle owned, operated, or leased by MDHSEM will be responsible for the safe operation of that vehicle and the safety of all personnel aboard.
2. The driver of any vehicle will not travel more than the posted speed limit under any circumstances.
3. Vehicles can use emergency lights and siren. The drivers of these vehicles will operate the vehicles in a safe manner and make sure intersections are clear before entering the

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intersection. At major intersections, the driver will come to a complete stop and check in all directions before continuing.

4. When a MDHSEM vehicle is involved in an accident, the driver will notify the Chief, Deputy Chief, Commander and the MDHSEM OIC immediately. All personnel involved in the accident will complete a general incident report and a Police Report. Fault will not be admitted to anyone and the incident will be discussed with MDHSEM Command Officers and Police Department personnel only. All parties involved in the accident will be sent to the hospital emergency dept.
5. If any damage is done to a vehicle, the Officer in Charge must be notified, and a general incident report completed. The OIC will notify the Chief and Deputy Chief.
6. Drivers will not leave the station for a response without knowing where they are going and how to get there.
7. The driver of any MDHSEM vehicle is responsible for making sure all passengers are using seatbelts.
8. The driver will check the fuel level in their vehicle before leaving the station and when returning. If the fuel level is at one-half (1/2) or below the Chief or Deputy Chief must be notified so the vehicle can be refueled as soon as possible.
9. The driver will make sure that all doors to the station are closed and locked when the apparatus leaves the station.
10. The driver is responsible for the return, proper storage and cleanliness of all equipment and the apparatus.
11. The driver will always remain with their vehicle unless directed otherwise by the OIC.
12. Lights and sirens may be used when responding to a call when authorized by the Chief or Deputy Chief.

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Personal Vehicles

1. Emergency lights will not be used by any member on their personally owned vehicles (POV) unless authorized by the Village of Maywood by an authorization letter which will contain a twenty-four-hour contact number of the authorizing Official.
2. Any MDHSEM member using emergency lights on their POV will be subject to disciplinary action unless given authorization to do so.
3. Any member using emergency lights would assume personal responsibility when responding to the station.
4. POV's are not to be used on emergency calls or details unless authorized by the Chief.

Equipment Regulations

1. Any power equipment used by the MDHSEM will be operated by officers 21 years of age or older, unless under direct supervision of the command staff.
2. Protective clothing including head, eye, and ear protection will be worn while operating power equipment. The operator of any equipment should be aware of their surroundings and operate in a safe manner for the environment.
3. All equipment will be cleaned, refueled (if applicable), and stored properly after each use.
4. Equipment will be checked for good condition and repair prior to use. Any equipment found in disrepair will be reported to an Officer and will be taken out of service immediately.

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Section 5 Communications

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Communications: Handheld/Mobile Radios

1. MDHSEM owned radios are kept locked in the main Communications Room until needed. When needed an Officer will release the radios as needed with Command personnel having priority. Any officer or member issued a radio will be responsible for the radio until returned.
2. Only radio traffic relating to the incident will be allowed and will be kept to minimum.
3. Any personal traffic between officers will be done on cell phone.
4. Officers will use the mobile radio to identify their vehicle in service, on the scene, returning, and back in quarters.
5. Personal radios are permitted if they are type accepted.
6. Use of profanity on the radio is illegal and prohibited.
7. No member will use any radio or frequency unless authorized to do so.
8. No MDHSEM officers will contact any Village Department to ask if they require our assistance, this is considered self-dispatching and is not allowed. Only the Chief, Deputy Chief and authorized Officers can dispatch MDHSEM personnel.
9. only personnel designated by the Chief or Deputy Chief can work on communications equipment. Any member finding equipment that is not working will tag and report to an Officer.
10. Communications with other Agencies is allowed. The usage of any radios capable of operating on the Public Safety bands either in your vehicle or portables; you are authorized to operate on, you are allowed to contact other agencies, if you feel you must report an accident or another emergency you are authorized to do so.
11. when on a MDHSEM call or detail, either on the scene or dispatching all officers will have only one radio (handheld, mobile, and base) which will be on the MDHSEM or assigned detail frequency with no scanning of frequencies or other radios on. This is to allow officers to hear our communications we need to hear without being disrupted by traffic that does not concern our operation at the time.

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12. While reporting to a detail or call the officers will only be allowed to have one radio that will be on the departments primary channel unless given prior approval by the chief.
13. Only department approved radios are to be used on all details and calls.

Communications: Amateur Radio

1. The use of non-type accepted equipment (i.e. amateur equipment) will not be used on Public Safety frequencies, i.e. ESMARN, Fire, IFERN, Police, and MDHSEM.
2. Only licensed Amateur Radio Operators will operate the amateur equipment within their license privileges and FCC regulations.
3. All amateur radio operators will submit a copy of their license to be posted in the Communications Room before being permitted to use the equipment.
4. Non-licensed personnel may use the amateur equipment only under the direct supervision of a licensed amateur operator in accordance with FCC regulations.
5. The amateur radio area will be neat and clean.

I am responding

1. All officers shall respond to every planned event or call with their responding status
2. If a member cannot respond they should show their status as not available in the app or contact their immediate supervisor of their status.

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Section 6
Job Descriptions

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Maywood Department of Homeland Security and Emergency Management

Chief:

The Chief of the Maywood Department of Homeland Security and Emergency Management (MDHSEM) is appointed by the Village President by and with the advice of the Village Board of Trustees.

The Chief will have direct responsibility for the organization, administration, training, and operation of the MDHSEM subject to the direction and control of the Village President as approved by statute.

Deputy Chief

The Deputy Chief is appointed by and serves at the discretion of the Chief. The Deputy Chief assists the Chief in their duties both in planning and in an operational capacity and is the Chief's second Deputy chief for the EOC CMT.

The Deputy Chief will develop an EOC training program in coordination with the Training Officer. The Deputy Chief will prepare plans and guidelines for EOC operations as well as preparing displays, equipment, and furnishings to outfit the EOC. The Deputy Chief will stock administrative supplies and equipment, develop, and maintain a schedule of testing, maintenance, and repair of the equipment used in the EOC.

The Deputy Chief is responsible for the management and coordination of EOC operations and activities.

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Commander

The Commander is appointed and serves at the discretion of the Chief. The Commander is considered by the County to be the 3rd Deputy chief of the Chief for the EOC CMT.

The Commander assists the Chief and Deputy Chief in their duties in planning, operations, and other assigned duties.

The Commander(s) is appointed by the Chief and is responsible for the training of all Officers. The Commander maintains and implements an organized training program and maintains the training records for MDHSEM and appoints assistant instructors.

The Commander has other duties as assigned i.e.

Manage all emergency operations

Responsible for the safe operation and maintenance of all department equipment and vehicles.

Responsible for the maintenance and improvement of the building.

Responsible for approving officers for vehicle training and operation.

Lieutenant

The Lieutenant is appointed by recommendation and approval of the Chief. The Lieutenant is responsible for day to day operations and the safety of the personnel and is a liaison between the officers and the upper levels of command.

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Sergeant

The Sergeant is appointed and approved by the Chief. The Sergeant is responsible for the safety of the personnel. The Sergeant is the first “officer” in the chain of command structure.

Acting Officer

The Acting Officer is a Senior officer who will be in charge until relieved by a member of the command staff and will assume the duties of the command staff.

Communications Supervisor

The Communications Supervisor (Com Sup) is appointed by the Chief and is responsible for all MDHSEM communication equipment. The Com Sup will describe any special procedures for the operation and maintenance of all communication equipment. The Com Sup and the Training Officer are responsible for ensuring the proper training of radio operations.

Officers

Officers duties are listed under General Responsibilities of Officers.

Probationary Officers

Probationary Officers (Candidates) are responsible to the Superior Officers and Officers within the Chain of Command. Candidates perform the duties as listed in the Probationary Officers section.

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Section 7
Training

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Training Program

The primary objective of the Maywood Department of Homeland Security and Emergency Management training program is to educate all personnel in the skills necessary to maintain the effectiveness, efficiency, and safety of MDHSEM.

The following is a list of areas that all officers must be trained in.

- Rules, Regulations, Procedures, and Policy Manual
- Building and Equipment Familiarization
- Safety
- The National Incident Management (NIMS) System
- Communications
- Traffic Control
- First Aid
- CPR
- Blood borne Pathogens
- Storm Duty
- Vehicle Operations

Each officer must successfully complete the appropriate requirements for each area which may include a written and or practical exam.

Probationary officers must complete these areas before completing the probationary period to be considered a regular member.

- Additional training:
 - Shelter Operations
 - Emergency Operations Center
 - Search, Rescue/Recovery
 - Hazardous Materials Awareness

Course Coverage

Storm Duty

- Downed power lines
- Flooding

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- Sandbagging
- Chain saw operations
- Response procedures
- Severe weather monitoring

Communications

- Telephone procedures
- Radio procedures
- Dispatching
- Report writing
- Equipment operation
- Amateur radio

Safety

- Safety in and around quarters
- Safety on emergency scenes
- Safe operation of equipment
- Safe operation of vehicles

National Incident Management System

Incident Command Classes as required by NIMS compliance.

At present (2020), IS-100c; IS-200c; IS-700b; IS-800d; 300; 400

Additional Course

FEMA Independent Study Courses

Shelter Operations

- Need for shelters
- Types of shelters
- Operation of shelters
- Outside assistance with shelters

Emergency Operations Center

- Description of EOC
- Purpose of EOC
- Operation of EOC

Traffic Control

- Procedures & tactics
- Safety procedures

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Vehicle Operations

- Map reading
- Town and vehicle familiarization
- Safe response procedures
- Vehicle placement at scenes
- Proper driving techniques
- Special vehicle operations

Search, Rescue/Recovery

- Purpose
- Procedures

Breathing Apparatus

- Types
- Terminology
- Proper use
- Donning procedures
- Testing
- Care and cleaning

Radiological Monitoring

- Purpose
- Types of Radiation
- Equipment
- Use of Equipment

First Aid

- First aid
- CPR
- Blood borne pathogens
- AED (if available in the department)

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Section 8
Firearms

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(01) Members of the Maywood DHSEM are considered to be Auxiliary Police Officers, and as such, are charged with their own safety as well as the safety of their fellow Officers. In light of the current climate of violence against any uniformed personnel at any time it is the policy of the agency to allow qualified members to carry firearms for their own defense as well as the defense of others. While such Officers are not charged with arresting any citizens for any non-forcible felonies, they are allowed to defend themselves.

Therefore:

- a. Officers who are permitted by the State of Illinois to carry a concealed firearm are hereby allowed to also carry a concealed firearm while on uniformed duty.
- b. The Officer will inform the DHSEM OIC that they are suitably armed.
- c. Officers who have successfully completed the Illinois Peace Officers 40 hour firearms training are allowed to carry a concealed firearm while on uniformed duty.
- d. An annual qualification course will be administered by a qualified range officer for any individual desiring to carry a firearm while on duty in Maywood. The record of successful passage will be maintained in the personnel records.

(02) Any Officer designated by the Police Chief as an Auxiliary member of the Police Department shall be permitted to carry a duty firearm in a belt holster while on any uniformed duty in support of the Village of Maywood.

- a. An annual qualification course will be administered by a qualified range officer for any carrying a firearm while on duty as per the policies of the Maywood Police Department.

(50 ILCS 710/0.01) (from Ch. 85, par. 514)

Sec. 0.01. Short title. This Act may be cited as the Peace Officer and Probation Officer Firearm Training Act.

(Source: P.A. 98-725, eff. 1-1-15.)

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(50 ILCS 710/1) (from Ch. 85, par. 515)

Sec. 1. Definitions. As used in this Act:

(a) "Peace officer" means (i) any person who by virtue of his office or public employment is vested by law with a primary duty to maintain public order or to make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses, and who is employed in such capacity by any county or municipality or (ii) any retired law enforcement officers qualified under federal law to carry a concealed weapon.

(a-5) "Probation officer" means a county probation officer authorized by the Chief Judge of the Circuit Court to carry a firearm as part of his or her duties under Section 12 of the Probation and Probation Officers Act and Section 24-2 of the Criminal Code of 2012.

(b) "Firearms" means any weapon or device defined as a firearm in Section 1.1 of "An Act relating to the acquisition, possession and transfer of firearms and firearm ammunition, to provide a penalty for the violation thereof and to make an appropriation in connection therewith", approved August 3, 1967, as amended.

(Source: P.A. 98-725, eff. 1-1-15.)

(50 ILCS 710/2) (from Ch. 85, par. 516)

Sec. 2. Training course for peace officers and probation officers.

(a) Successful completion of a 40 hour course of training in use of a suitable type firearm shall be a condition precedent to the possession and use of that respective firearm by any peace officer or probation officer in this State in connection with the officer's official duties. The training must be approved by the Illinois Law Enforcement Training Standards Board ("the Board") and may be given in logical segments but must be completed by a peace officer within 6 months from the date of the officer's initial employment and by a probation officer before possession and use of a firearm in connection with the probation officer's official duties. To satisfy the requirements of this Act, the training must include the following:

(1) Instruction in the dangers of misuse of the firearm, safety rules, and care and cleaning of the firearm.

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- (2) Practice firing on a range and qualification with the firearm in accordance with the standards established by the Board.
- (3) Instruction in the legal use of firearms under the Criminal Code of 2012 and relevant court decisions.
- (4) A forceful presentation of the ethical and moral considerations assumed by any person who uses a firearm.
- (b) Any officer who successfully completes the Basic Training Course prescribed for recruits by the Board shall be presumed to have satisfied the requirements of this Act.
- (c) The Board shall cause the training courses to be conducted twice each year within each of the Mobile Team Regions, but no training course need be held when there are no police officers or probation officers requiring the training.
- (d) (Blank).
- (e) The Board may waive, or may conditionally waive, the 40 hour course of training if, in the Board's opinion, the officer has previously successfully completed a course of similar content and duration. In cases of waiver, the officer shall demonstrate his or her knowledge and proficiency by passing the written examination on firearms and by successfully passing the range qualification portion of the prescribed course of training.

(Source: P.A. 97-1150, eff. 1-25-13; 98-725, eff. 1-1-15.)

(50 ILCS 710/2.5)

Sec. 2.5. Annual range qualification. The annual range qualification for peace officers and probation officers shall consist of range fire approved by the Illinois Law Enforcement Training Standards Board.

(Source: P.A. 98-725, eff. 1-1-15.)

(50 ILCS 710/3) (from Ch. 85, par. 517)

Sec. 3. The Board is charged with enforcing this Act and making inspections to insure compliance with its provisions, and is empowered to promulgate rules necessary for its administration and enforcement, including those relating to the annual certification of retired law enforcement officers qualified under federal law to carry a concealed weapon. All units of government or other agencies which employ or utilize peace officers, probation officers, or that certify retired law enforcement officers qualified under federal law to carry a concealed weapon,

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shall cooperate with the Board by furnishing relevant information which the Board may require. The Executive Director of the Board shall report annually, no later than February 1, to the Board, with copies to the Governor and the General Assembly, the results of these inspections and provide other related information and recommendations as it deems proper.

(Source: P.A. 98-725, eff. 1-1-15.)

(50 ILCS 710/4) (from Ch. 85, par. 518)

Sec. 4. The mandatory provisions of this Act apply only to these peace officers who assume their official duties after January 1, 1976.

(Source: P.A. 79-652.)

(50 ILCS 710/5) (from Ch. 85, par. 519)

Sec. 5. This Act does not apply to any home rule unit.

(Source: P.A. 79-652.)

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Annex A
Village Drug Policy

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Annex B
Village Harassment/Sexual Harassment Policy

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Annex C Firearms Policy

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(430 ILCS 66/75)

Sec. 75. Applicant firearm training.

(a) Within 60 days of the effective date of this Act, the Department shall begin approval of firearm training courses and shall make a list of approved courses available on the Department's website.

(b) An applicant for a new license shall provide proof of completion of a firearms training course or combination of courses approved by the Department of at least 16 hours, which includes range qualification time under subsection (c) of this Section, that covers the following:

- (1) firearm safety;
- (2) the basic principles of marksmanship;
- (3) care, cleaning, loading, and unloading of a concealable firearm;
- (4) all applicable State and federal laws relating to the ownership, storage, carry, and transportation of a firearm; and
- (5) instruction on the appropriate and lawful interaction with law enforcement while transporting or carrying a concealed firearm.

(c) An applicant for a new license shall provide proof of certification by a certified instructor that the applicant passed a live fire exercise with a concealable firearm consisting of:

- (1) a minimum of 30 rounds; and
- (2) 10 rounds from a distance of 5 yards; 10 rounds from a distance of 7 yards; and 10 rounds from a distance of 10 yards at a B-27 silhouette target approved by the Department.

(d) An applicant for renewal of a license shall provide proof of completion of a firearms training course or combination of courses approved by the Department of at least 3 hours.

(e) A certificate of completion for an applicant's firearm training course shall not be issued to a student who:

- (1) does not follow the orders of the certified firearms instructor;
- (2) in the judgment of the certified instructor, handles a firearm in a manner that poses a danger to the student or to others; or
- (3) during the range firing portion of testing fails to hit the target with 70% of the rounds fired.

(f) An instructor shall maintain a record of each student's performance for at least 5 years, and shall make all records available upon demand of authorized personnel of the Department.

(g) The Department and certified firearms instructors shall recognize up to 8 hours of training already completed toward the 16 hour training requirement under this Section if the training course is submitted to and approved by the Department. Any remaining hours that the applicant completes must at least cover the classroom subject matter of paragraph (4) of

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subsection (b) of this Section, and the range qualification in subsection (c) of this Section.

(h) A person who has qualified to carry a firearm as an active law enforcement or corrections officer, who has successfully completed firearms training as required by his or her law enforcement agency and is authorized by his or her agency to carry a firearm; a person currently certified as a firearms instructor by this Act or by the Illinois Law Enforcement Training Standards Board; or a person who has completed the required training and has been issued a firearm control card by the Department of Financial and Professional Regulation shall be exempt from the requirements of this Section.

(i) The Department and certified firearms instructors shall recognize 8 hours of training as completed toward the 16 hour training requirement under this Section, if the applicant is an active, retired, or honorably discharged member of the United States Armed Forces. Any remaining hours that the applicant completes must at least cover the classroom subject matter of paragraph (4) of subsection (b) of this Section, and the range qualification in subsection (c) of this Section.

(j) The Department and certified firearms instructors shall recognize up to 8 hours of training already completed toward the 16 hour training requirement under this Section if the training course is approved by the Department and was completed in connection with the applicant's previous employment as a law enforcement or corrections officer. Any remaining hours that the applicant completes must at least cover the classroom subject matter of paragraph (4) of subsection (b) of this Section, and the range qualification in subsection (c) of this Section. A former law enforcement or corrections officer seeking credit under this subsection (j) shall provide evidence that he or she separated from employment in good standing from each law enforcement agency where he or she was employed. An applicant who was discharged from a law enforcement agency for misconduct or disciplinary reasons is not eligible for credit under this subsection (j).
(Source: P.A. 98-63, eff. 7-9-13; 98-600, eff. 12-6-13.)

(430 ILCS 66/65)

Sec. 65. Prohibited areas.

(a) A licensee under this Act shall not knowingly carry a firearm on or into:

(1) Any building, real property, and parking area under the control of a public or private elementary or secondary school.

(2) Any building, real property, and parking area under the control of a pre-school or child care facility, including any room or portion of a building under the control of a pre-school or child care facility. Nothing in this paragraph shall prevent the operator of a child care facility in a family home from owning or possessing a firearm in the home or license under this Act, if no child under child care at the home is present in the home or the firearm in the home is stored in a locked container when a child under child care at the home is present in the home.

(3) Any building, parking area, or portion of a building under the control of an officer of the executive or legislative branch of government, provided that nothing in this paragraph shall prohibit a licensee from carrying

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a concealed firearm onto the real property, bikeway, or trail in a park regulated by the Department of Natural Resources or any other designated public hunting area or building where firearm possession is permitted as established by the Department of Natural Resources under Section 1.8 of the Wildlife Code.

(4) Any building designated for matters before a circuit court, appellate court, or the Supreme Court, or any building or portion of a building under the control of the Supreme Court.

(5) Any building or portion of a building under the control of a unit of local government.

(6) Any building, real property, and parking area under the control of an adult or juvenile detention or correctional institution, prison, or jail.

(7) Any building, real property, and parking area under the control of a public or private hospital or hospital affiliate, mental health facility, or nursing home.

(8) Any bus, train, or form of transportation paid for in whole or in part with public funds, and any building, real property, and parking area under the control of a public transportation facility paid for in whole or in part with public funds.

(9) Any building, real property, and parking area under the control of an establishment that serves alcohol on its premises, if more than 50% of the establishment's gross receipts within the prior 3 months is from the sale of alcohol. The owner of an establishment who knowingly fails to prohibit concealed firearms on its premises as provided in this paragraph or who knowingly makes a false statement or record to avoid the prohibition on concealed firearms under this paragraph is subject to the penalty under subsection (c-5) of Section 10-1 of the Liquor Control Act of 1934.

(10) Any public gathering or special event conducted on property open to the public that requires the issuance of a permit from the unit of local government, provided this prohibition shall not apply to a licensee who must walk through a public gathering in order to access his or her residence, place of business, or vehicle.

(11) Any building or real property that has been issued a Special Event Retailer's license as defined in Section 1-3.17.1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special Event Retailer's license, or a Special use permit license as defined in subsection (q) of Section 5-1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special use permit license.

(12) Any public playground.

(13) Any public park, athletic area, or athletic facility under the control of a municipality or park district, provided nothing in this Section shall prohibit a licensee from carrying a concealed firearm while on a

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trail or bikeway if only a portion of the trail or bikeway includes a public park.

(14) Any real property under the control of the Cook County Forest Preserve District.

(15) Any building, classroom, laboratory, medical clinic, hospital, artistic venue, athletic venue, entertainment venue, officially recognized university-related organization property, whether owned or leased, and any real property, including parking areas, sidewalks, and common areas under the control of a public or private community college, college, or university.

(16) Any building, real property, or parking area under the control of a gaming facility licensed under the Illinois Gambling Act or the Illinois Horse Racing Act of 1975, including an inter-track wagering location licensee.

(17) Any stadium, arena, or the real property or parking area under the control of a stadium, arena, or any collegiate or professional sporting event.

(18) Any building, real property, or parking area under the control of a public library.

(19) Any building, real property, or parking area under the control of an airport.

(20) Any building, real property, or parking area under the control of an amusement park.

(21) Any building, real property, or parking area under the control of a zoo or museum.

(22) Any street, driveway, parking area, property, building, or facility, owned, leased, controlled, or used by a nuclear energy, storage, weapons, or development site or facility regulated by the federal Nuclear Regulatory Commission. The licensee shall not under any circumstance store a firearm or ammunition in his or her vehicle or in a compartment or container within a vehicle located anywhere in or on the street, driveway, parking area, property, building, or facility described in this paragraph.

(23) Any area where firearms are prohibited under federal law.

(a-5) Nothing in this Act shall prohibit a public or private community college, college, or university from:

(1) prohibiting persons from carrying a firearm within a vehicle owned, leased, or controlled by the college or university;

(2) developing resolutions, regulations, or policies regarding student, employee, or visitor misconduct and discipline, including suspension and expulsion;

(3) developing resolutions, regulations, or policies regarding the storage or maintenance of firearms, which must include designated areas where persons can park vehicles that carry firearms; and

(4) permitting the carrying or use of firearms for the purpose of instruction and curriculum of officially recognized programs, including but not limited to military science and law enforcement training programs, or in any

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designated area used for hunting purposes or target shooting.

(a-10) The owner of private real property of any type may prohibit the carrying of concealed firearms on the property under his or her control. The owner must post a sign in accordance with subsection (d) of this Section indicating that firearms are prohibited on the property, unless the property is a private residence.

(b) Notwithstanding subsections (a), (a-5), and (a-10) of this Section except under paragraph (22) or (23) of subsection (a), any licensee prohibited from carrying a concealed firearm into the parking area of a prohibited location specified in subsection (a), (a-5), or (a-10) of this Section shall be permitted to carry a concealed firearm on or about his or her person within a vehicle into the parking area and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area. A licensee may carry a concealed firearm in the immediate area surrounding his or her vehicle within a prohibited parking lot area only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk. For purposes of this subsection, "case" includes a glove compartment or console that completely encloses the concealed firearm or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box, or other container.

(c) A licensee shall not be in violation of this Section while he or she is traveling along a public right of way that touches or crosses any of the premises under subsection (a), (a-5), or (a-10) of this Section if the concealed firearm is carried on his or her person in accordance with the provisions of this Act or is being transported in a vehicle by the licensee in accordance with all other applicable provisions of law.

(d) Signs stating that the carrying of firearms is prohibited shall be clearly and conspicuously posted at the entrance of a building, premises, or real property specified in this Section as a prohibited area, unless the building or premises is a private residence. Signs shall be of a uniform design as established by the Department and shall be 4 inches by 6 inches in size. The Department shall adopt rules for standardized signs to be used under this subsection.

(Source: P.A. 101-31, eff. 6-28-19.)

CHAPTER 37: DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

Section

- 37.01 Definitions
- 37.02 Establishment; composition
- 37.03 Chief
- 37.04 Functions; duties
- 37.05 Mobile support teams
- 37.06 Mutual aid agreements with other cities
- 37.07 Duties and authority of the Chief
- 37.08 Local disaster declarations
- 37.09 Cooperation
- 37.10 Purchases and expenditures
- 37.11 Oath of members
- 37.12 Office space
- 37.13 Immunity
- 37.14 Compensation

§ 37.01 DEFINITIONS.

Unless the context requires otherwise, the following terms will have the meaning given. All other terms shall be interpreted consistently with Federal and state statutes unless otherwise noted herein:

DHSEM. For the purposes of ***DHSEM*** and as used herein, the title “Chief,”.

DISASTER. An occurrence or threat of widespread damage, injury or loss of life or property resulting from any natural or technological cause, including, but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels, internet connectivity, and energy, explosion, riot, hostile or paramilitary action, public health emergencies, or acts of foreign or domestic terrorism (720 ILCS 5/29D-10 L)

EMERGENCY. Any natural or man caused situation that results in or may result in injury or harm to the population or widespread damage to, or loss of property, and shall also include all circumstances described in state statutes.

EMERGENCY MANAGEMENT. Includes management of emergency, public health, and disaster.

(Ord. 18-06, passed 3-21-18)

§ 37.02 ESTABLISHMENT; COMPOSITION.

(A) There is hereby created the Village of Maywood Department of Homeland Security and Emergency Management (DHSEM) (hereinafter referred to as the agency) in accordance with ILCS Ch. 20, Act 3305, §§ 1 *et seq.*, the State Emergency Management Agency Act, as may be amended from time to time.

(B) The Village DHSEM shall consist of the Chief who will manage the day-to-day operations for the village and additional members to be selected by the Chief to include a Deputy Chief of Homeland Security and a Deputy Chief of Emergency Management.

(C) The Chief under the supervision of the Mayor or his designee shall assist in the coordination of all the village's department resources (Police, Fire, Public Works, Animal Care Control, Public Health, Water Management) when an emergency or disaster occurs.

(D) The Chief under the supervision of the Mayor or his designee shall possess all powers and duties set forth for the Chief by statute and in this chapter, including the authority to designate emergency vehicles as proved in the Illinois Vehicle Code, ILCS Ch. 625, Act 5, § 12-215.

(E) The Village of Maywood may exercise any and all powers, rights and duties available to it under the Illinois Emergency Management Act for emergency management duties and under other non-specific standard operating procedures for Homeland Security: even if not specifically enumerated in this chapter.

(F) Field personnel and any tactical resources of the Agency will be referred to as the Department of Homeland Security and Emergency Management (DHSEM) and its liaisons.

(G) The Deputy Chief of Emergency Management will train and direct a Village of Maywood Emergency Response Team (ERT) as per Illinois Emergency Management Agency and Citizens Corp directives.

(H) Members of the Department of Homeland Security and Emergency Management will be Auxiliary Police Officers in accordance with the Village of Maywood Auxiliary Police Ordinance. The Chief of Police shall have sole discretion pertaining to the recommendation of those individuals selected to serve as auxiliary police officers.

(Ord. 18-06, passed 3-21-18)

§ 37.03 CHIEF.

(A) The Chief of the Agency shall be appointed by the Mayor, with the advice and consent of Board of Trustees.

(B) The Chief shall have direct responsibility for the organization, administration, training and operation of the Agency, subject to the direction and control of the Mayor.

(C) The Chief shall report to the Mayor or his/her designee.

(D) In the event of the absence, resignation, death or inability to serve as the Chief, the Deputy Chief shall be and act as Chief until a new appointment is made as provided in this chapter.

(E) The Mayor shall annually notify the State Emergency Management Agency of the manner of which the village is providing emergency management and identify the executive head, i.e. Chief of the agency.

(Ord. 18-06, passed 3-21-18)

§ 37.04 FUNCTIONS; DUTIES.

(A) The agency shall perform emergency management and homeland security functions as assigned as well as the responsibility for assessments of, and planning for protection, prevention, mitigation, and response to threats to critical infrastructure village officials, or persons in the village as prescribed by state (such as, but not limited to 720 ILCS 5/29D-20) and Federal statutes. It will act in concert with the State Emergency Management Agency and in accord with the National Incident Management System where applicable. The agency, in addition, shall perform functions outside the corporate limits as may be required pursuant to any mutual aid agreement, or joint cooperation with any other party pursuant to the State Emergency Management Act or any other local, county, state, Federal or tribal agency.

(B) DHSEM auxiliary police officers shall not supplant the members of the regular police department of any municipality in the performance of their assigned and normal duties, except as otherwise provided by municipal ordinance or Intergovernmental Agreement approved by the Village Board. DHSEM auxiliary police officers shall normally only be assigned to perform the following duties:

- (1) To aid or direct traffic within the municipality as directed by the Chief of Police.
- (2) To aid in control of natural or man-made disasters as directed by the Chief of Police.
- (3) To aid in case of civil disorder as directed by the Chief of Police.
- (4) Provide protection and security for elements of DHSEM in performance of their duties
- (5) Assist police with transporting and processing prisoners, completing reports and entering citations into the police department computer system
- (6) Enforcing ordinances
- (7) Assisting with parking enforcement

(8) When it is impractical for members of the regular police department to perform those normal and regular police duties, however, the Chief of Police at his/her sole discretion may assign DHSEM auxiliary police officers to perform those normal and regular police duties.

(Ord. 18-06, passed 3-21-18)

§ 37.05 MOBILE SUPPORT TEAMS.

Mobile support teams to aid and reinforce the agency may be created pursuant to the State Emergency Management Act and shall be subject to the terms thereof.

(Ord. 18-06, passed 3-21-18)

§ 37.06 MUTUAL AID AGREEMENTS WITH OTHER CITIES.

The Chief, under the direction of the Mayor, may assist the Village Attorney in the negotiations of mutual aid agreements with other municipal corporations, political subdivisions of the state, or the Federal government. Any negotiated recommended mutual aid agreement must be approved by the Mayor and Board of Trustees.

(Ord. 18-06, passed 3-21-18)

§ 37.07 DUTIES AND AUTHORITY OF THE CHIEF.

The Chief, under the direction of the Mayor or his/her designee, shall have direct responsibility for the organization, administration, training and operation of the agency. The Chief also shall be responsible for preparing and distributing to all appropriate officials, in written form, a clear and complete statement of the emergency responsibilities of all the local departments and officials in the disaster chain of command. The Chief, with the input of each village department, shall prepare and maintain an emergency operating plan which outlines the responsibility of each village department in any type of emergency/disaster and how they will operate jointly with other village departments to combat the situation. Each village department shall comply with the plan and submit to the Chief's authority in implementing the plan in the event of an emergency or disaster. The plan is to be reviewed by the Chief annually and updated by the Chief every two years. The Chief shall be responsible for ensuring that the Agency complies with all state or federally mandated accreditation and requirements. The Chief shall have powers to conduct criminal background checks of prospective Agency employees or volunteers commensurate with those authorized to the Chief of the Police Department. The Chief shall have the authority to issue appropriate credentials, including identification cards, uniforms and badges, to employees and volunteers.

(Ord. 18-06, passed 3-21-18)

§ 37.08 LOCAL DISASTER DECLARATIONS.

(A) A local disaster may be declared only by the Mayor, or his/her interim emergency successor. It shall not be continued or renewed for a period in excess of seven days except by or with the consent of the Board of Trustees. The Chief shall present a written disaster order or proclamation to the Mayor, or his/her interim emergency successor, to

execute as soon as is practical, though it shall not be a prerequisite to the declaration of a local disaster, nor shall the failure or inability to execute a written disaster declaration impede or waive any rights under this chapter or state or Federal law. Any order or proclamation declaring, continuing, or terminating a local disaster shall be given prompt and general publicity and shall be filed promptly with the Village Clerk.

(B) The effect of a declaration of a local disaster is to activate the emergency operating plan of the village and to authorize the furnishing of aid and assistance thereunder.

(C) The Mayor may at his/her discretion also issue a declaration of an "Event of Local Significance" that may require an Incident Action Plan (IAP) to coordinate all Village resources and any mutual aid as necessary. Village Departments will assist in any planning and preparation as necessary to implement the IAP.

(Ord. 18-06, passed 3-21-18)

§ 37.09 COOPERATION.

(A) If the Governor of the state proclaims that a disaster emergency exists, or in the event of a disaster, the Agency shall cooperate fully with the State Emergency Management Agency, with the Governor and with any other municipal corporation or political subdivisions of the state or Federal government in the exercise of emergency powers as provided by law.

(B) In the event of a local disaster declaration under § 37.07, or in the implementation of any negotiated recommended mutual aid agreement under § 37.05, the Agency shall cooperate fully with any assisting municipal corporation or political subdivisions of the state or Federal government.

(Ord. 18-06, passed 3-21-18)

§ 37.10 PURCHASES AND EXPENDITURES.

(A) Funds to prepare for and meet disasters may be made available as from time to time designated by the Board of Trustees within budgetary limits.

(B) It is the Board of Trustees intent that the first recourse shall be to funds regularly allocated to the agency. If the Mayor finds that demands placed upon budgeted funds in coping with a particular disaster are unreasonably great he or she may make application for funds from the state or federal government levels. If monies available from the state or Federal government levels are insufficient and if the Mayor finds that other sources of money to cope with the disaster are not available or are insufficient he/she shall issue a call for an immediate session of the Board of Trustees for the purpose of enacting ordinances as the Board may deem necessary to transfer and expend monies appropriated for other purposes or borrow monies from the United States government or other public or private sources to the extent that the corporate authorities of the village determine that it can incur said costs. If less than a quorum of the members of the Board of Trustees is capable of convening in session to enact ordinances for the transfer, expenditure or loan of monies, the Mayor is authorized to carry out these decisions until a time as a quorum of the Board of Trustees can convene.

(C) Nothing contained in this section shall be construed to limit the Mayor's authority to apply for, administer and expend grants, gifts or payments in aid of disaster mitigation, preparedness, response and recovery.

(D) The Board of Trustees may enter into contracts and incur obligations necessary to place it in a position to effectively combat disaster emergencies, to protect the health and safety of persons, to protect property, and to provide emergency assistance to victims of those disasters. If a disaster occurs, the agency only upon consent of the Mayor or his/her interim emergency successor may exercise the powers vested under this chapter in light of the exigencies of the disaster and, excepting mandatory constitutional requirements, without regard to the procedures and formalities normally prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, and the appropriation, expenditure and disposition of public funds and property.

(E) The Board of Trustees may make appropriations for emergency management operations in the manner provided by law for making appropriations for the ordinary expenses of the village.

(Ord. 18-06, passed 3-21-18)

§ 37.11 OATH OF MEMBERS.

Each person appointed to serve in any capacity in the Agency shall, before entering upon his or her duties, subscribe to the following oath, in writing, which shall be filed with the Chief:

I, _____ do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during the time as I am affiliated with the Maywood Department of Homeland Security and Emergency Management. I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence.

(Ord. 18-06, passed 3-21-18)

§ 37.12 OFFICE SPACE.

The Mayor is authorized to designate space in a village building, or elsewhere, as may be provided for by the Mayor, for the agency as its office and equipment.

(Ord. 18-06, passed 3-21-18)

§ 37.13 IMMUNITY.

Neither the village, nor the Mayor, the Village Trustees, the Chief, or the officers, employees, volunteers or representatives engaged in any homeland security/ emergency management response or recovery activities, while complying with or attempting to comply with this chapter or any rule or regulations promulgated pursuant to this chapter is liable for the death of or any injury to persons, or damage to property, as a result of that activity. This section does not, however, affect the right of any person to receive benefits to which he or she would otherwise be entitled under this chapter under the Workers' Compensation Act, being ILCS Ch. 820, Act 305, §§ 1 *et seq.*, or the Workers' Occupational Diseases Act, being ILCS Ch. 820, Act 310, §§ 1 *et seq.* or under any pension law, and this section does not affect the right of any person to receive any benefits or compensation under any Act of Congress.

(Ord. 18-06, passed 3-21-18)

§ 37.14 COMPENSATION.

The Mayor is authorized to establish compensation for training time in accordance with ILCS. Members who are paid employees of the Village of Maywood, if called for training by the State of Illinois or The Federal Emergency Management Agency, shall receive for the time spent in such training the same rate of pay as is attached to the position held. Members who are not such village employees shall receive for time training compensation as established by the Mayor.

(Ord. 18-06, passed 3-21-18)

A line item within the Agency budget may be added to compensate the membership for emergency callouts, training hours, and Village event per diems. The Agency administrative language shall spell out the nature of the compensation. The Village Board has ultimate authority whether to appropriate funds requested.

Dear Mayor Nathaniel George Booker and Board of Trustees:

We support the proposed Code amendments to update our emergency management regulations and allow the creation of a new emergency management team in the form of the Maywood Department of Homeland Security and Emergency Management. A Maywood DHSEM would not only help enhance the well-being of our residents in times of emergency by promoting broader community engagement in preparedness; it would unify our threat management and disaster planning and training, offer trained personnel able to stand up, manage and staff an emergency operations center when necessary, and provide much needed rearguard support to the public safety departments, including public works in times of emergency. The fact that the amendments allow for development of an auxiliary police unit is an additional benefit that could serve the Village well in the future.

Sincerely,

Chief Valdimir Talley Jr.

Chief Craig Bronaugh

ATTACHMENT

6

Maywood Job Descriptions: DHSEM

Chief:

The principal executive officer of the agency nominated by the elected mayor and confirmed by the trustees, is vested with all powers necessary to carry out duties specified in ordinance, law and statute.

Drafts and maintains the Emergency Operation Plan and its Annexes.

Represents the Village in matters of Homeland Security, Emergency Management, and preparedness, so that the Maywood may better Prevent, Protect against, Mitigate, Respond to, and Recover from disasters.

Advocates for, recruits, causes to be trained, and leads all personnel of the Agency in exercise, tactical, and disciplinary matters.

Provides the strategic vision of the Agency and plans and nurtures its future growth.

Is the public face of the Agency where needed, and shapes the unified voice in matters of HSEM.

Is the driving force in creating a regime of steadily expanding exercises that will test, evaluate and improve Village responses to disaster.

Negotiates, and recommends for ratification by the elected officials, Inter-Governmental-Agreements, and Memoranda of Understanding with partners, neighboring municipalities, and higher levels of government..

Provides for budget requests and justifications thereof; to carry out the mission assigned to the Agency.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,
Five years in an Emergency Management role at or a level below the commanding officer
FEMA/IEMA Professional Development Series
Possession of, or ability to acquire within the next IEMA training cycle, an Illinois
Professional Emergency Manager certificate; IPEM.
ICS 100, 200 300,400, 700, 800
Background Investigation, Fingerprint, and Driving Records Check

Deputy Chief (Homeland Security):

Serves as a responsible officer to act as Chief in his/her absence.

Provides relief for the Chief in the event of on-going operations.

Is the Subject Matter Expert on, and is responsible for, Homeland Security specific functions and training as delegated by the Chief.

Is tasked with developing all ongoing training programs, officer development and continuity of government planning.

Serves as the liaison with other Homeland Security partners in matters of information sharing and analysis.

Oversees the Threat, Hazard Identification, and Risk Assessment program of the Agency.

Conducts ongoing investigation of trends, technology, and any items of interest in carrying out the mission of the Agency.

Provides the Commander with direction on carrying out the day-to-day operations of the Agency.

Is responsible for any Incident Action Plans required to respond to any anticipated event.

Prepares and provides any necessary or requested briefings on Incident Action Plans, and any threats or relevant information that may come to the Agency's attention to Elected Officials, or other Department Heads.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,

Three years in a Homeland Security role at, or a level below, Deputy Chief

Prior Law Enforcement role a plus

FEMA/IEMA Professional Development Series

Possession of, or ability to acquire within the next IEMA training cycle, an Illinois Professional Emergency Manager certificate; IPEM.

ICS 100, 200 300,400, 700, 800

Background Investigation, Fingerprint, and Driving Records Check

Public Information Officer:

Provides for unified and efficient messaging of the Agency to the Elected Officials, other Agencies, and the residents.

Responds to queries from Elected Officials regarding Agency operations and serves as the Agency representative in any Joint Information Centers.

Briefs the Chief and or his/her designee on the unified message to be conveyed, and any questions likely from media or interested parties during any media availabilities.

Crafts the overall plan for media briefings including physical layout, background, and any “talking points” that will assist in providing the most beneficial outcome for the Agency and Village.

Serves as the focal point for the “social media” presence of the Agency including ongoing publicity, information, and outreach to village residents, groups and other interested parties.

Recommended Qualifications:

Experience operating in a military/para-military command structure,

Three years in an Emergency Management role.

Basic and Advanced PIO certifications a plus

FEMA/IEMA Professional Development Series

Possession of, or ability to acquire within the next IEMA training cycle, an Illinois

Professional Emergency Manager certificate; IPEM. also a plus

ICS 100, 200, 700, 800

Background Investigation, Fingerprint, and Driving Records Check

Commander:

Serves as the day-to-day Operations Officer of the Agency.

Carries out the direction of the Deputy Chiefs.

Provides relief to the Deputy Chief/s in the event of ongoing operations.

Manages personnel and staffing assignment on an on-going basis to allow for the continuing mission of the Agency.

Provides direction and information sharing with the Captains on an ongoing basis.

Resolves any issues relating to vehicle, and or resource assignment for any operations.

Receives, reviews and files the Captain's reports on activities completed. Prepares summaries for the Deputy Chiefs by division.

Assures that information regarding hours worked and resources expended is accurate and reported.

Serves as the conduit for conveying any information up or down the Chain of Command in briefings, situation reports, and Activity or Incident Reports.

Fulfills the Point-of-Contact function for citizen comments or complaints regarding operations.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,

Three years in a Emergency Management role at, or a level below, Commander

FEMA/IEMA Professional Development Series

ICS 100, 200 300,400, 700, 800

Background Investigation, Fingerprint, and Driving Records Check

Captain (Homeland Security/Emergency Management):

Is responsible for all officers and equipment assigned to the specified division of the Agency.

Serves as the Incident Commander for Agency resources deployed.

Assures accountability of location and activity of officers on any detail through the Lieutenants and Sergeants assigned.

Fulfills the role of Safety Officer to protect the Officers assigned to any detail and assures that any protective equipment required is issued, and deployed in an effective manner.

Is an advocate for the Officers assigned, as well being a fair umpire for disputes arising on any detail.

Communicates clearly the Commander's Intent to all Officers assigned, and what is expected of them. Asks questions if he doesn't understand.

Provides for needs of Officers assigned especially on any prolonged operations, especially relief and rotation of posts if possible.

Collects and reviews reports submitted from the Lieutenants, Sergeants or Officers, and assures that they are submitted in a timely fashion. Creates a Captain's report for the Commander outlining activities performed on a regular basis.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,

Three years in a Emergency Management role at, or a level below, Captain

FEMA/IEMA Professional Development Series

ICS 100, 200 300,400, 700, 800

Background Investigation, (Fingerprint depending on role), and Driving Records Check

Lieutenant (Homeland Security/Emergency Management):

Is responsible for all officers and equipment assigned to the company of the specified division the Agency.

May serve as the Incident Commander for Agency resources deployed.

Assures accountability of location and activity of officers on any detail through Sergeants assigned.

Fulfills the role of Safety Officer to protect the Officers assigned to any detail and assures that any protective equipment required is issued, and deployed in an effective manner.

Is an advocate for the Officers assigned, as well being a fair umpire for disputes arising on any detail.

Communicates clearly the Commander's Intent to all Officers assigned, and what is expected of them. Asks questions if he doesn't understand.

Provides for needs of Officers assigned especially on any prolonged operations, especially relief and rotation of posts if possible.

Collects and reviews reports submitted from the Sergeants or Officers, and assures that they are submitted in a timely fashion.

May be assigned as an Equipment Lieutenant responsible for issuing, tracking, and recovering any individual equipment provided to any Officer.

May be assigned as a training Officer to provide for ongoing instruction.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,

Three years in a Emergency Management role at, or a level below, Lieutenant

FEMA/IEMA Professional Development Series

ICS 100, 200 300, 700, 800

Background Investigation, (Fingerprint depending on role), and Driving Records Check

Sergeant (Homeland Security/Emergency Management):

Is responsible for all officers and equipment assigned to the platoon of the specified company of the Agency.

May serve as the Incident Commander for Agency resources deployed.

Assures accountability of location and activity of officers on any detail.

Fulfills the role of Safety Officer to protect the Officers assigned to any detail and assures that any protective equipment required is issued, and deployed in an effective manner.

Is an advocate for the Officers assigned, as well being a fair umpire for disputes arising on any detail.

Communicates clearly the Commander's Intent to all Officers assigned, and what is expected of them. Asks questions if he doesn't understand.

Assures that records of any activity are promptly completed and submitted, including any equipment used or expended.

Provides for needs of Officers assigned especially on any prolonged operations, especially relief and rotation of posts if possible.

May be assigned as Motor Pool Sergeant responsible for the care and maintenance of the vehicle fleet.

May be assigned as Equipment Sergeant responsible for the care and maintenance of any common equipment.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,

Two years in a Emergency Management role at, or a level below, Sergeant

ICS 100, 200 300, 700, 800

Background Investigation, (Fingerprint depending on role), and Driving Records Check

Officer:

Is responsible for the safe and efficient operation of the Agency and as such has the ultimate responsibility for carrying out the Commander's Intent.

Must ask questions if they do not understand what is expected of them.

Must be accountable for their actions, must stay where they are assigned, and communicate clearly any problems that they have.

Must operate in a safe manner at all times, and use required equipment as directed and designed.

Must communicate with members of the public with respect and treat them with the dignity that they deserve

Must also be fully aware of their own surroundings and the actions of the public in their vicinity.

Recommended Qualifications:

Experience operating in a military/para-military command structure a plus,
ICS 100, 200, 700, 800

Background Investigation, (Fingerprint depending on role), and Driving Records Check



Village of MAYWOOD

POLICE DEPARTMENT




125 SOUTH FIFTH AVENUE • MAYWOOD, ILLINOIS 60153 • (708) 450-4470

MEMORANDUM

July 2, 2021

To: Mrs. Chasity Wells-Armstrong
Maywood Village Manager

From: Valdimir Talley, Jr. 
Maywood Chief of Police

Ma'am:

The attached proposal is being forwarded to your attention for consideration and for submission to the Regular Village Board Meeting which is scheduled to begin 7:00 pm on July 13, 2021.

MPD Proposal #15

The Maywood Police Department holds the strong belief that a business is operating within Village limits absent of a license and engages in entertainment activities in lewd and semi states of nudity. Currently, our Village does not have an ordinance to address nude entertainment establishments.

This property is already in our administrative process through code enforcement. MPD seeks an enhancement to Village Ordinance 130.20 (A),(11) which would hold nude and semi-nude entertainment establishments in violation of our "Disorderly Conduct" ordinance and create a fine of \$3000 per offense. We would like to request and ask the Board to discuss and action this matter. Their action would include authorizing the Village Attorney to craft language and create a resolution.

Your consideration is appreciated. Thank you for your support.

Attachment

§ 130.20 DISORDERLY CONDUCT.

(A) No person shall engage in disorderly conduct in the Village. Any of the following acts constitute disorderly conduct:

(1) Making, aiding or assisting in making any improper noise, riot, disturbance, breach of the peace or diversion tending to a breach of the peace;

(2) Assaulting, striking or deliberately injuring another person;

(3) Engaging in or aiding or abetting any fight, quarrel or other disturbance;

(4) Intentionally disturbing any religious service, funeral, public or private meeting, place of amusement, or assembly of persons;

(5) Resisting or obstructing the performance of one known to be a police officer or any authorized act within the police officer's official capacity, or impersonating a police officer;

(6) Assisting any person in custody of police to escape or furnishing any weapon, drugs or liquor to any such person;

(7) Assembling with 2 or more other persons for the purpose of using force or violence to disturb the public peace;

(8) Failing to obey a lawful order of dispersal by a person known to be a peace officer, where 3 or more persons are committing acts of disorderly conduct in the immediate vicinity, which acts are likely to cause substantial harm or serious inconvenience, annoyance or alarm;

(9) Engaging in any fraudulent scheme, device or trick to obtain money or other valuable thing, or other scheme to obtain money or other value;

(10) Giving any false alarm of fire, danger or disturbance to any person, or false information to any peace officer or fireman or any Village officer;

(11) Engaging in obscene or indecent activities or entertainment, or any lewd or lascivious behavior, or appearing in public in a state of nudity;

(12) Prostitution and gaming houses.

(a) Maintaining a house of ill fame or gaming house;

(b) Being in a house of ill fame or gaming house;

(c) Engaging in or soliciting unlawful sexual actions;

(d) Knowingly taking, directing or transporting, or offering to take, direct or transport, any person for immoral purposes to any other person;

(e) Knowingly assisting any person by any means to seek or to find any prostitute or other person engaged in immoral practices, or any brothel, bawdy house or any other place of ill fame; or

(f) Responding to beckoning of a prostitute in a public place by inquiring about, negotiating for, accepting an offer of or engaging in an act of prostitution, or by allowing another into his or her motor vehicle for purposes of inquiring about, negotiating for, accepting an offer of or engaging in an act of prostitution;

(13) Using any obscene, profane, threatening or inciting language in any public place;

(14) Throwing stones or missiles in public places or at any person or property, or using, brandishing or threatening to use any missile, or dangerous weapon or object;

(15) Damaging or defacing trees, bushes, gardens, fences, windows, signs, buildings, monuments or vehicles or engaging in any acts of vandalism;

(16) Abusing, beating or cruelly injuring any animal, or attempting to kill or wound any bird other than a sparrow, crow or blackbird.

(17) Appearing on any public property (including streets, sidewalks or busses) in the Village of Maywood, in a state that exposes any portion of a person's buttocks, pubic area, genitals and/or undergarments. Pants and shorts worn by any person, regardless of age, shall be secured at the waist to prevent the pants or shorts from being worn in a manner that exposes the person's buttocks, pubic area, genitals and/or the person's undergarments.

(a) If a violation of this subsection occurs, a citation shall be issued to the person and the person shall be subject to a civil penalty of not less than \$25 on the first offense, not less than \$100 for a second offense and not less than \$250 for each subsequent offense. In addition to the civil penalty, the court may order such person to participate in up to 40 hours of court approved community service activities. A violation of this section shall not be deemed a criminal offense; and thus, violators shall not be subject to arrest, imprisonment or other criminal penalty for violation of this section.

(b) If the person violating this subsection is under the age of 18 ("minor"), the parents or legal guardians of that minor will be sent notice of the violation, which shall include notice that any subsequent violations by the minor will subject the parents or legal guardians to fines. If the minor commits a subsequent offense, the parent or legal guardian shall be subject to a civil penalty of \$100 for the second offense and \$250 for each subsequent offense.

(B) *Disorderly street gang conduct.*

(1) For the purpose of this subsection, **STREET GANG** or **GANG** is defined as any ongoing organization, association in fact or group of 3 or more persons, whether formally or informally organized, or any sub-group or affiliated group thereof, having as one of its activities the commission of criminal or illegal acts, including by way of example only and not in anyway limiting or specifying illegal drug distribution, and whose members individually or collectively engage in or have engaged in a pattern of criminal or illegal acts, and which group frequently, though not necessarily, claim 1 or more particular geographic territory or "turf" exclusively as its realm of influence and operations.

(2) It shall be unlawful for any person within the Village to knowingly use, display or wear colors, emblems or insignia on or about their person in public for the purpose of promoting any street gang activity.

(3) It shall be unlawful for any person within the Village to knowingly do or make any act, utterance, gesture or display for the purpose of communicating membership of, affiliation with, association with, support of, identification with, sympathy toward or affront or insult toward any street gang, or with actual knowledge that the subject act, utterance, gesture or display is used and recognized as communicative of street gang membership, affiliation, association, support, identification, sympathy or affront.

(4) Any person violating this division (B) shall be fined not less than \$400 for each offense and be responsible for the Village's cost of prosecution, including attorney fees incurred by the Village. Each day that a violation continues shall be considered a separate offense.

(C) *Intoxicating liquor.*

(1) Any police officer having personal knowledge or reasonable information that intoxicating liquors are being kept in violation of law in any place shall search such suspected place, and if such police officer finds upon the premises intoxicating liquors he shall seize the same, together with the vessels in which they are contained and all implements and furniture used in connection with such liquors in the illegal keeping, bargaining, selling, exchanging, giving away or carrying the same, and any wagon, automobile, vehicle, contrivance, thing or device used in conveying the liquors or kept for the purpose of violating this division (C), and shall arrest any person or persons in charge of such place, or aiding in any manner in carrying on the business conducted in such place.

(2) Consumption or possession of any alcoholic liquors, including beer and wine, at any time in any public park, street, alley or public place owned, controlled or operated by the Village is prohibited.

(3) Any person violating this section shall be fined not less than \$400 for each offense and be responsible for the Village's costs of prosecution, including attorney fees incurred by the Village. Each day that a violation continues shall be considered a separate offense.

(D) *Loitering.*

(1) It shall be unlawful for any person to loiter in or near any thoroughfare, place open to the public or private place in a manner under circumstances manifesting the purpose to engage in drug related activity contrary to any of the provisions of this Code or the State of Illinois Criminal Code of 1961, as amended.

(2) Among the circumstances which may be considered in determining whether such purpose is "manifested" shall include but not be limited to:

(a) Such person is a known unlawful drug user, possessor or seller. For purposes of this provision, a **KNOWN UNLAWFUL DRUG USER, POSSESSOR OR SELLER** is a person who has, within the knowledge of the arresting officer, been convicted in any court within this state of any violation involving the use, possession or sale of any of the controlled substances referred to in the Illinois Criminal Code of 1961, as amended, or such person who has been convicted of any violation of the provisions of the Illinois Criminal Code of 1961, as amended, or substantially similar laws of any political subdivision of this state or of any other state; or a person who displays the physical characteristics of drug intoxication or usage, such as "needle tracks" or a person who possesses drug paraphernalia as defined in the Illinois Municipal Code of 1961, as amended; or

(b) Such person is currently subject to an order prohibiting his presence in a high drug activity geographic area; or

(c) Such person behaves in a manner as to raise reasonable suspicion that he is about to engage in or is then engaged in any unlawful drug related activity, including, by way of example only, such person acting as a "lookout"; or

(d) Such person is physically identified by the officer as a member of a "gang" or association which has as one of its purposes illegal drug activity; or

(e) Such person transfers small objects or packages for currency in a furtive fashion; or

(f) Such person takes flight upon the appearance of a police officer; or

(g) Such person manifestly endeavors to conceal upon himself or herself any object which reasonably could be involved in an unlawful drug related activity; or

(h) The area involved is by public repute known to be an area of unlawful drug use and trafficking; or

(i) The premises involved have been reported to law enforcement as a place of suspected gang activity; or

(j) Such person possesses any instrument, article or thing whose customary or primary purpose is for the sale, administration or use of controlled substances such as, but not limited to, crack pipes, push wires, chore boys, hand scales, hypodermic needles, razor blades or other cutting tools;

(k) Any vehicle involved is registered to a known unlawful drug user, possessor or seller, or a person for whom there is an outstanding warrant for a crime involving drug-related activity.

(1997 Code, § 42.01) (Am. Ord. CO-96-06, passed 6-13-1996; Am. Ord. C0-09-07, passed 3-3-2009; Am. Ord. CO-2012-37, passed 10-2-2012)

Cross-reference:

Graffiti, see § 130.02

Web Images Video Local

Strip Clubs near Maywood, IL

Scores Chicago Strip Club
Adult Club, Social Club \$\$\$ Open 65 on Yelp
4003 W Lake St. Stone Park, IL (708) 343-2000

Gen's Lounge
Adult Club, Bar & Pub \$ Closed 17 on Yelp
1735 N Mannheim Rd. Stone Park, IL (708) 410-0977

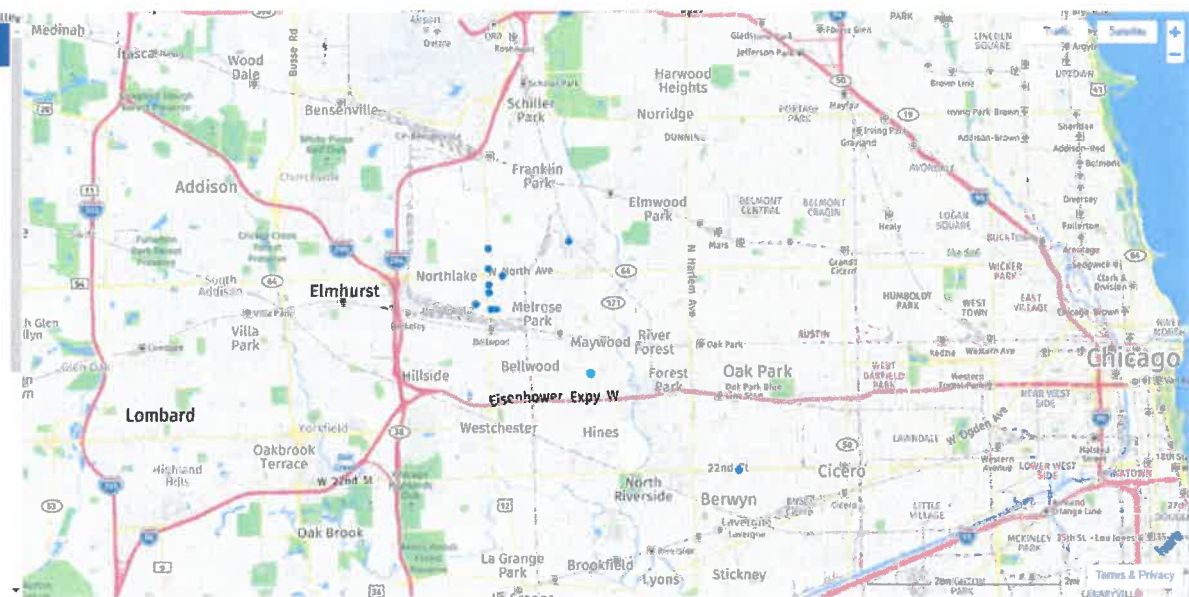
Dreamboys Chicago
Adult Club Closed
3601 W Lake St. Stone Park, IL (773) 216-3213

The Gold Room Chicago Gentlemen's Club
Adult Club, Night Club \$\$\$ Closed 05 on Yelp
3815 W Lake St. Stone Park, IL (708) 375-1111

Red Light Nites
Adult Club
2121 N 15th Ave. Melrose Park, IL (331) 209-5913

J's Sports Bar
Sports Bar, Bar & Pub \$ Closed 4 on Yelp
2101 N Mannheim Rd. Melrose Park, IL (847) 455-2433

Club 64
Bar & Pub 3 on TripAdvisor
3600 W North Ave. Stone Park, IL (657) 378-5110



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mtjurusik@ktjlaw.com
DD 312-984-6432

www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: July 7, 2021
RE: Village of Maywood Code Amendment Separating Community Development Department into the Community Development Department with a Director and Code Enforcement Department with a Director

As requested by the Village Board, Klein, Thorpe and Jenkins, Ltd. is working on a draft Code Amendment Ordinance to separate the Community Development Department into two Departments: the Community Development Department with a Director and the Code Enforcement Department with a Director.

This proposed amendment will involve reworking Section 31.05 (Department of Community Development) of the Village Code, as well as reviewing references to the Community Development Department and its Director throughout the Village Code to determine which references should be changed to the Code Enforcement Department and its Director. Prior to bringing the draft Code Amendment Ordinance to the Village Board for review, consideration and action, we will provide a copy of the Ordinance to Village Manager Chasity Wells-Armstrong to make sure the proposed amendments meet the goals and objectives of this Department reorganization. The Code Amendment Ordinance will be ready for the Board's review, consideration and action at the August 17, 2021 Village Board Meeting.

If there are any questions, please contact me

Mike

cc. Gwaine Dianne Williams, Village Clerk
Chasity Wells-Armstrong, Village Manager
Angela Smith, Acting Community Development Director
Michael A. Marrs, KTJ

KTJKLEIN, THORPE & JENKINS, LTD.
Attorneys at Law20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444mtjurusik@ktjlaw.com
DD 312.984.643215010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506www.ktjlaw.com**MEMORANDUM**

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood

FROM: Michael T. Jurusik

DATE: July 7, 2021

RE: Food Truck Regulation Updates
"Food Truck Alley" Lot Located on East Side of 1st Avenue, Immediately South of Ohio Street and Other Village Lots

At the request of Mayor Nathaniel George Booker, I have enclosed the following documents regarding food truck regulation for review and discussion by the Village Board during the June 26, 2021 Special Workshop Village Board Meeting:

1. ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING CHAPTER 120 OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE REGARDING DEPOT FOOD TRUCK ZONE
2. ORDINANCE ADDING CHAPTER 125 (FOOD TRUCKS) TO TITLE XI (BUSINESS REGULATIONS) OF THE PEOTONE VILLAGE CODE REGARDING THE REGULATION OF FOOD TRUCKS
3. ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF FOX RIVER GROVE TO ADOPT STANDARDS PERTAINING TO MOBILE FOOD VENDORS
4. LICENSE AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR NON-EXCLUSIVE, TEMPORARY USE PERMIT FOR USE OF VILLAGE-OWNED PROPERTY (Village Property: "Food Truck Alley" Lot on East Side of 1st Avenue, South of Ohio Street) (Food Truck Operator: _____)
5. Section 111.10 (FOOD ESTABLISHMENT OPERATORS) of the Maywood Village Code ("MVC").

As a home rule community, the Village of Maywood has the authority to regulate the permitting and operating of food trucks. The Village already regulates food trucks under Section 111.10 of the MVC, a copy of which is enclosed, but Mayor Booker would like to see those regulations replaced or updated with a set of regulations to create food truck corridors or food truck lots on certain Village-owned property.

For reference purposes, I have provided several copies of Ordinances from other communities that KTJ has prepared to regulate the permitting and operation of food trucks. These regulations typically consist of: (a) Definitions; (b) Registration Required; Fees; (c) Vending Stations; (d) Regulations; Health And Safety Standards; (e) Vehicle Appearance And Maintenance; (f) Liability Insurance Required; and (g) Penalty provisions. If the Village Board wants to allow food trucks to operate within its boundaries on a permanent basis, the Village Code should be updated similar to these other communities.

Food trucks can be allowed to operate in accordance with the enclosed copy of the Village's standard template License and Release, Hold Harmless And Indemnification Agreement For Non-Exclusive, Temporary Use Permit For Use Of Village-Owned Property on a temporary basis while the Village Code is being updated or on a limited trial basis. This template Agreement has been updated to allow food truck operators to temporarily use the Village-owned property located on the East Side of 1st Avenue, immediately South of Ohio Street. The business corporation name, "d/b/a" or assumed business name and corporate address and the permit fee dollar amount, insurance amount, and the assigned location on the Lot will need to be filled in on the template form.

In a recent Illinois Appellate court decision, LMP Services, Inc. v. City of Chicago, 2019 IL 123123 (May 23, 2019) Cook Co. (BURKE) Appellate court affirmed, the City of Chicago's home rule authority was upheld in regard to its regulation of food trucks. In the LMP Services, Inc. case, Plaintiff filed a complaint alleging that portions of the City food truck ordinance, prohibiting food trucks from parking within 200 feet of the entrance of a ground-floor restaurant and requiring food truck owners to permanently install a GPS device on their vehicles, were constitutionally invalid. The Court ruled that the City has a legitimate governmental interest in encouraging long-term stability and economic growth of its neighborhoods, and that the food truck ordinance helps promote brick-and-mortar restaurants, and is rationally related to its legitimate interest. The Court also upheld the GPS tracking requirement of the ordinance, finding that it does not affect a search of food trucks, and does not require food trucks to make the location data transmitted to their service provider accessible to the public. The Court ruled that the GPS tracking system provides the City with a means of obtaining a food truck's location to effectuate inspections, and that the City has a legitimate interest in having a reliable means of locating a food truck in the event of a public health emergency.

If there are any questions, feel free to contact me.

Mike

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
Chasity Wells-Armstrong, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
David Myers, Community Development Director (w/ encls.)
Val Talley, Police Chief (w/ encls.)
Craig Bronaugh, Fire Chief (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

ORDINANCE NUMBER 19 - __

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING CHAPTER 120 OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE REGARDING DEPOT FOOD TRUCK ZONE

WHEREAS, the Village of East Dundee (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village desires to amend the Village Code to allow for and regulate food trucks within the Depot/Depot Park area of the Village; and

WHEREAS, the President and Board of Trustees of the Village have deemed it to be in the best interests of the Village that the Village of East Dundee Village Code (“Village Code”) be amended to allow for the operation and regulation of food trucks within the Depot/Depot Park area of the Village;

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Village Code Amendments. That the Village Code is hereby amended as follows:

Section 120.08 is hereby added to the Village Code to read in its entirety as follows:

120.08 DEPOT FOOD TRUCK ZONE.

- A) For purposes of this Chapter the Depot Food Truck Zone shall be defined as the area designated by the Village for temporary non-mobile vending units which is located within the furthest north parking spaces on the west side of River Street and adjacent to Depot Park. The Depot Food Truck Zone is depicted below:

- H) Rental of the designated Depot Food Truck Zone will be permitted on Fridays, Saturdays, and Sundays only.
- I) The hours of operation of a vending unit within the Depot Food Truck Zone are 8:00AM to 10:00 PM on Fridays and Saturdays and 8:00AM to 8:00 PM on Sundays. These hours may be extended or reduced at the discretion of the Village Administrator or his/her designee.
- J) A vending unit must be sponsored by a local business or nonprofit organization serving the residents of East Dundee in order to rent the Depot Food Truck Zone. The determination of whether a vending unit meets this requirement shall be at the discretion of the Village Administrator or his/her designee. No business or nonprofit may sponsor more than twenty-four (24) food truck days per year.
- K) The rental fee and deposit for the Depot Food Truck Zone shall be set pursuant to Chapter 37.
- L) The window of the vending unit where food sales are made shall be facing west adjacent to the Depot lawn for the safety of the patrons. The patrons shall not be permitted to stand in the street.
- M) The sale of liquor from any vending unit shall be prohibited.
- N) Rental of the designated Depot Food Truck Zone is at the discretion of the Village Administrator and may be denied by the Village for any reason.
- O) At its discretion, the Village may issue a vending unit license for the Depot Food Truck Zone to a vending unit for any community event sponsored by the Village regardless of the day of the week or hours of operation.

SECTION 3: Continuation. That all provisions of the Village Code not amended herein shall remain in full force and effect.

SECTION 4: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 5: Repeal. This ordinance shall be repealed on December 31, 2019.

SECTION 6: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this ___th day of _____, 2019 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ___th day of _____, 2019.

Lael Miller, Village President

ATTEST:

Katherine Holt, Village Clerk

Published in pamphlet form this ___th day of _____, 2019, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2019.

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 125 (FOOD TRUCKS) TO TITLE XI (BUSINESS REGULATIONS) OF THE PEOTONE VILLAGE CODE REGARDING THE REGULATION OF FOOD TRUCKS

WHEREAS, the Village of Peotone (“Village”) is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970: and

WHEREAS, the Village has an interest in allowing food trucks to operate within the Village subject to certain regulations; and

WHEREAS, the President and Board of Trustees of the Village of Peotone have determined that it is in the best interests of the Village to amend the Village Code to set forth the requirements for operating a food truck within the Village limits, by making certain additions to Title XI (Business Regulations), Chapter 125 (Food Trucks) of the Village Code of the Village of Peotone (“Peotone Village Code”) to authorize food trucks within the Village as set forth below (the “Code Amendments”).

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Peotone, Will County, Illinois, as follows:

SECTION 1: Each whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The following new Chapter and Section headings for Chapter 125 “Food Trucks” and Sections 125.01 through 125.07, under a subheading entitled “Food Trucks,” shall be added to the index at the beginning of the Peotone Village Code:

Food Trucks

- 125.01 DEFINITIONS
- 125.02 REGISTRATION REQUIRED; FEES
- 125.03 VENDING STATIONS
- 125.04 REGULATIONS; HEALTH AND SAFETY STANDARDS
- 125.05 VEHICLE APPEARANCE AND MAINTENANCE
- 125.06 LIABILITY INSURANCE REQUIRED
- 125.07 PENALTY

SECTION 3: A new Chapter 125 entitled “Food Trucks” is added to Title XI “Business Regulations” of the Peotone Village Code, to read in its entirety as follows:

CHAPTER 125: FOOD TRUCKS

§ 125.01 DEFINITIONS.

FOOD TRUCK VENDOR. A person engaged in the business of selling food or nonalcoholic beverages from a self-contained motorized vehicle or a self-contained enclosed trailer with valid license plates and registration.

§ 125.02 REGISTRATION REQUIRED; FEES.

- (A) *Registration required.* No person shall operate as a food truck vendor without having first registered with the Village for each vehicle to be operated within the Village. A certificate from the County Health Department stating that the food truck vendor is authorized to sell/distribute food must be provided to the Village at the time of registration. Proof of registration must be displayed in or on each vehicle to be used in the operation of any such business.
- (B) *Registration fee.* The non-refundable fee for registration required by this chapter shall be twenty-five (25) dollars.
- (C) *Duration of Registration.* Valid registration under this Chapter is valid for one calendar year and subject to renewal on April 1 of each year.
- (D) *Safe Driver Requirement.* The Village of Peotone may revoke any food truck vendor's registration if the driver of said vehicle is convicted of a moving traffic law violation occurring while operating a food truck or trailer in the Village of Peotone.

§125.03 VENDING STATIONS.

- (A) *Public Property.* Sales occurring on public property by food truck vendors are permitted only from designated food truck vendor areas. Maps of these designated places of sales are available in the Village Clerk's Office and on the Village's website. The issuance of an annual food truck vendor registration does not in any way reserve or designate space in the food truck vendor areas. Availability will be on a first come, first serve basis.
- (B) *Private Property.* Food truck vendors may operate from private property in the same manner as provided for private property operators. Food trucks shall be located in designated parking spaces and shall not be allowed in fire lanes, drive aisles, or handicapped parking spaces, nor impede traffic flow or emergency access or have an adverse effect on other activities on the property. No more than three (3) food trucks shall be allowed on a property at any given time, and no tables or chairs may be set up alongside a food truck. Appropriate refuse and recycling containers shall be provided for proper disposal of waste. Said property shall have the required number of parking spaces as stipulated in the zoning ordinance to accommodate the food truck(s).

(C) Food truck vendors must have permission from the property owner as well as any adjacent property owner(s) to operate on private property.

§ 125.04 REGULATIONS; HEALTH AND SAFETY STANDARDS.

(A) Food truck vendors shall not be permitted to utilize amplified sound.

(B) Food truck vendors are not permitted to utilize Village water, electric, or other utility to conduct business. When operating as a private property operator, electricity may be utilized with the permission of the property owner.

(C) No tents, tables, chairs, or other displays shall be placed at the designated vending area.

(D) Signage shall be limited to signs permanently or magnetically affixed to the vehicle. One A-frame sign shall also be permitted. This sign must be within ten feet (10') of the vehicle and shall be limited to six (6) square feet per side (2 sides permitted).

(E) A motorized food truck shall not sit idle while serving food unless its operation is essential to producing the product sold.

(F) Food truck vendors shall only permit sales from the curb side of the vehicle when parked on a Village street.

(G) No service area for the operation of a food truck or trailer shall block, obstruct, or interfere with vehicular, bicycle, or pedestrian traffic flow. Food truck vendors must maintain a minimum four foot (4') wide clear walkway on all public sidewalks.

(H) Food truck vendors may operate at one location for a minimum of thirty (30) minutes and a maximum of four (4) consecutive hours and may not return to that same location for a minimum of two (2) hours after leaving, unless affiliated with an approved temporary special event and meet proper water storage needs on the truck per health code requirements.

(I) Food truck operators must provide the addresses of the businesses or facilities at which any fat, oil or grease generated during the operation of the food truck or food trailer is disposed of, including the contact information for the individual or business responsible for the operation of each such business or facility. Any change in the businesses or facilities used for the

disposal of such fat, oil and grease shall be reported to the Village Clerk in writing by the food truck vendor within three (3) business days of the first use of the new business or facility. No oil may be disposed of on public property or in the sewer system.

§ 125.05 VEHICLE APPEARANCE AND MAINTENANCE.

Vehicles utilized for food truck vending shall be kept in good mechanical and structural condition. Vehicles shall have a clean exterior and interior and shall be equipped with signs to alert traffic to proceed with caution past the truck while it is serving customers. Each vehicle shall have the company name affixed to it in a professional, workmanlike manner and in letters that are a minimum of six inches (6") high. The company name shall be affixed to each side and rear of the vehicle. Public Works and the Peotone Fire Department will conduct annual inspections of food truck vendor vehicles to ensure compliance with health and safety issues.

§ 125.06 LIABILITY INSURANCE REQUIRED.

Any application for a food truck vendor registration requiring a vehicle shall be accompanied by proof of liability insurance in a minimum sum of one million dollars (\$1,000,000.00) and issued by companies licensed to do business in the State of Illinois. Such insurance certificate shall contain an agreement signed by the insurance company that, prior to modification, cancellation or termination of the subject policy, written notice shall be sent to the Village by said insurance company.

§ 125.07 PENALTY.

Any person, firm or corporation violating any of the provision of this Chapter shall be fined not less than \$75 or more than \$750 for each offense. A separate and distinct offense shall be deemed committed for each day on which a violation occurs or continues.

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Except as to the Code provisions set forth above in this Ordinance, all chapters and sections of the Peotone Village Code, as amended, shall remain in full force and effect.

SECTION 7: To the extent necessary, all table of contents, indexes, headings and internal references or cross-references to sections contained in the Peotone Village Code, as amended, that have been deleted or amended by the Code Amendments set forth above, shall be amended by the Village's codifier so as to be consistent with the Code Amendments of this Ordinance.

SECTION 8: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

ADOPTED this _____ day of _____, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President this _____ day of _____, 2020, and attested to by the Village Clerk this same day.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, Donna Werner, Clerk of the Village of Peotone, in the County of Will and State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

AN ORDINANCE ADDING CHAPTER 125 (FOOD TRUCKS) TO TITLE XI (BUSINESS REGULATIONS) OF THE PEOTONE VILLAGE CODE REGARDING THE REGULATION OF FOOD TRUCKS

which Ordinance was passed by the Board of Trustees of the Village of Peotone at a Regular Village Board Meeting on the ___ day of _____, 2020, at which meeting a quorum was present, and approved by the President of the Village of Peotone on the ___ day of _____, 2020.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Peotone was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Peotone, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Peotone, this ___ day of _____, 2020.

Village Clerk

[SEAL]

VILLAGE OF FOX RIVER GROVE

ORDINANCE NO. 2021 - __

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF
FOX RIVER GROVE TO ADOPT STANDARDS PERTAINING TO MOBILE FOOD
VENDORS**

Published in pamphlet form by authority of the
President and Board of Trustees of the Village of
Fox River Grove, McHenry and Lake Counties,
Illinois this 16th day of February, 2021.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF FOX RIVER GROVE TO ADOPT STANDARDS PERTAINING TO MOBILE FOOD VENDORS

WHEREAS, the Village Board desires to amend the Village Code to establish reasonable regulations regarding the mobile food vendors; and

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Fox River Grove, McHenry and Lake Counties, Illinois, as follows:

SECTION ONE. AMENDMENT TO CHAPTER 12.

Chapter 12 of the Code of Ordinances of the Village of Fox River Grove is hereby amended to add the following new article:

ARTICLE XI. MOBILE FOOD VENDORS

Sec. 12-200. Definitions.

Food cart. A commercially manufactured mobile food unit designed to be towed behind a vehicle, and from which food may be cooked, wrapped, packaged, processed, or portioned and sold for immediate consumption to the general public.

Food truck. A commercially manufactured, motorized mobile food unit from which food may be cooked, wrapped, packaged, processed, or portioned and sold for immediate consumption to the general public.

Government facility. A parking lot or designated area owned and / or operated by a unit of government. Entities covered by this definition include but are not limited to: the Village, School District 3, Fox River Grove Memorial Library, Fox River Grove Fire Protection District, and Metra. Government facilities do not include right-of-way.

Ice cream truck. A commercially manufactured, motorized mobile food unit from which ready-to-eat frozen sweets are sold for immediate consumption and open to the general public.

Vendor. The owner of a food cart or truck.

Sec. 12-201. License required.

- a. It shall be unlawful for any person to operate any food cart or food truck, as defined in this Chapter, unless the Vendor has first:
 - i. Obtained a current County Health Department permit, and
 - ii. Applied for and obtained a business license from the Village.

Sec. 12-202 Permit required.

a If sales for the food cart or food truck are to take place at a government facility or within Village-owned right-of-way, the Vendor must obtain a Public Way Permit from the Village and comply with the following:

- i. A permit fee of \$100 shall be submitted with the application. This fee is in addition to any required fees associated with a business license.
- ii. A hold harmless statement, prepared by the Village, shall be executed and submitted with the application.
- iii. A certificate of insurance evidencing \$1,000,000 comprehensive general liability coverage per occurrence, naming the Village as an additional insured through an endorsement (on a primary and noncontributory basis) shall be provided with the business license application.
- iv. A permit shall expire with the expiration of the business license.

Sec. 12-203. Transfer of permit.

A permit issued pursuant to this Article shall not be transferrable.

Sec. 12-204. Locations not allowed.

No Vendor shall operate in a location that, in the sole discretion of the Village::

- a. would substantially obstruct a public way;
- b. would impair the movement of pedestrians or vehicles;
- c. would pose a hazard to public safety;
- d. is within thirty (30) feet of an intersection;
- e. is within three (3) feet of a curb cut;
- f. is directly in front of a property entryway;
- g. within right-of-way owned by the State of Illinois;
- h. any other location prohibited by the Village.

Sec. 12-205. Operations allowed without permit.

Vendors shall be allowed to operate without a permit in the following circumstances:

- a. when located completely on private property with the permission of the property owner;
- b. when located in the Village solely during a planned and specifically designated community event / festival.

Sec. 12-206. Ice cream trucks allowed.

Ice cream trucks are allowed to operate on Village streets from 9:00 AM to 9:00 PM on a daily basis without a mobile food vendor permit. A business license is required to operate an ice cream truck within the Village.

Sec. 12-207. Rights reserved.

The Village reserves the exercise of the following rights in order to provide for the health, safety and welfare of the community:

- a. to deny a permit request;
- b. to suspend or revoke a permit;
- c. to require a Vendor to move a food cart or food truck to another location within the Village;
- d. to restrict the dates on which a Vendor may operate within the Village.

Sec. 12-208. Miscellaneous

- a. All street sales from Vendors and Ice Cream Trucks shall occur from the side of the vehicle or cart that is next to the curb.
- b. Vendors must provide trash & recycling receptacles and remove all trash and recycling from the location at the end of the day.
- c. The Vendor may not place any trash in a Village receptacle or dumpster.
- d. Amplified sound is not permitted in association with Vendors.
- e. Separate signage not attached to cart / truck is not permitted in association with Vendors.
- f. Tables & chairs are not permitted in association with Vendors.

SECTION TWO. INVALIDITY.

That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION THREE. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

ADOPTED this 16th day of February, 2021, pursuant to a roll call vote as follows:

	AYES	NAYS	ABSENT
Curtiss	_____	_____	_____
Fleischmann	_____	_____	_____
McLaughlin	_____	_____	_____
Migdal	_____	_____	_____
Schladt	_____	_____	_____
Wall	_____	_____	_____

Robert J. Nunamaker, Village President

ATTEST:

Shelley J. Caesar, Village Clerk

TEMPLATE form for "Food Truck Alley"

**LICENSE AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
FOR NON-EXCLUSIVE, TEMPORARY USE PERMIT FOR USE OF VILLAGE-OWNED PROPERTY
(Village Property: "Food Truck Alley" Lot on East Side of 1st Avenue, South of Ohio Street)
(Food Truck Operator: _____)**

This License and Release, Hold Harmless and Indemnification Agreement ("Agreement") has been entered into this ___ day of _____, 2021, by the Village of Maywood, an Illinois municipal corporation (the "Village") and _____, an Illinois for-profit corporation, d/b/a _____, with its principal place of business located at _____, _____, Illinois (the "LICENSEE"), in regard to the following. (The Village and the LICENSEE are at times referred to herein individually as a "Party" and collectively as the "Parties".)

WHEREAS, the Village owns a vacant parcel of real estate located on East Side of 1st Avenue, immediately South of Ohio Street, Maywood, Illinois 60153 (the "Village Property"); and

WHEREAS, LICENSEE desires to use the Village-assigned portion of the Village Property, as noted below, to operate a food truck to sell food at retail to the public (the "Activity") on the following dates and times (collectively, the "Activity Dates and Times"), subject to modification by the Village Manager as provided in this Agreement:

- **Food Truck Parking Space:** **TBD by the Village Manager**
- **Dates and Times:** **TBD by the Village Manager**

WHEREAS, the use of the Village Property by the LICENSEE shall be non-exclusive in that the Village intends to allow other food trucks to also use the Village Property on the same dates and at the same times as the LICENSEE's use of the Village Property; and

WHEREAS, it shall be a violation of this Agreement and unlawful for LICENSEE, or any of its owners, employees or contractors, to operate any food truck under this Agreement, unless the LICENSEE has first:

- i. Obtained and maintains a current County Health Department permit relative to the preparation and service of food from the food truck; and
- ii. Applied for, obtained and maintains a business license from the Village.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Village grants the LICENSEE a permit for the non-exclusive, temporary use of the Village Property for the Activity on the Activity Dates and Times, subject to the following terms and conditions:

1. Term and License Fee; Suspension; Termination. The above Whereas clauses are incorporated into this Section 1 by reference. In consideration of the **payment of \$_____ (Temporary Use Permit Fee)** by the LICENSEE, the Village authorizes the temporary, non-exclusive use of the Village Property by the LICENSEE only for the uses described above as the Activity and only on the Dates and Times described above as the Activity Dates and Times. The temporary, non-exclusive Temporary Use Permit and License granted under this Agreement to use the Village Property for the Activity terminates or may be suspended as follows:

- A. Upon twenty-four (24) hours prior verbal or written notice to the LICENSEE, the Village Manager at any time may temporarily suspend the LICENSEE's right to use the Village Property for one or more days for any public health and safety purpose, municipal purpose. Any public health and safety purpose, municipal use or other usage of the Village Property by the Village takes priority over the LICENSEE's use of the Village Property under this Agreement.**

- C. Upon five (5) days prior written notice to the LICENSEE, the Village Manager may permanently modify the LICENSEE's right to use the Village Property by changing the above referenced Activity Dates and Times to accommodate any other public health and safety purpose, municipal purpose or use. In such case, the Village Manager will provide the LICENSEE with a letter that modifies this Agreement that states the new Activity Dates and Times.
- D. Either Party may immediately terminate this Agreement for any reason at any time during the Term of this Agreement upon delivery of written notice to the other Party. The termination shall be effective immediately or on the termination date set forth in the termination notice.

In addition, the obligations of the LICENSEE set forth in Section 3 (Care, Maintenance and Restoration) shall survive the termination of this Agreement until those obligations are fully satisfied by the LICENSEE.

2. **Use and Condition of Premises.** The LICENSEE accepts the Village Property in "AS-IS, WHERE-IS" condition as existing on the date of the execution of this Agreement. The LICENSEE acknowledges that it has inspected the Village Property and acknowledges that it is in good condition. **THE VILLAGE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE CONDITION OF THE VILLAGE PROPERTY.** The LICENSEE acknowledges that the Village has made no representations or promises to LICENSEE to alter or otherwise improve the condition of the Village Property.

3. **Care, Maintenance and Restoration.** The LICENSEE shall, at its own expense and at all times, be responsible for maintaining the Village Property, as well as the areas used for activities associated with the Activity, in good condition and free from litter and other debris generated by the Activity. The LICENSEE shall, at its own expense, hire personnel to clean-up all litter and debris from participants, patrons and attendees of the Activity, to wash the Village Property in order to remove any food, drink or paint residue (if necessary), and to repair or replace any damage to the Village's personal property and the Village Property caused during the Activity. Upon termination of this Agreement, by lapse of time or otherwise, the LICENSEE, at its own expense, shall return and restore the Village Property to as good condition as immediately prior to the execution of this Agreement, ordinary wear and tear excepted. The Village Manager shall direct the LICENSEE to make such repairs and restorations as the Village deems necessary in order to restore the Village Property to its previous condition.

4. **Interference With Access.** The LICENSEE represents and warrants that its use of the Village Property shall not interfere in any way with the use of the public rights-of-way or property owned by the Village, the State or the County.

5. **Assignment and Subletting.** This Agreement may not be assigned or subletted by LICENSEE without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of the LICENSEE's unauthorized assignment or subletting, this Agreement shall immediately terminate.

6. **Village Entry and Inspection.** The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Village Property, as well as the areas used for activities associated with the Activity, at any time and with or without prior notice, for all lawful purposes.

7. **Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification.** LICENSEE covenants and agrees as follows:

- A. **Hold Harmless and Indemnification.** The LICENSEE agrees to protect, indemnify, save and hold forever harmless **the Village of Maywood and its officers, current/past/future appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates")** from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the LICENSEE, and their officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees arising out of or relating to the Activity, LICENSEE's use, the Activity attendees' use or the public's use of the Village Property or the areas used for activities associated with the Activity, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.
- B. **Risk Of Injury.** The LICENSEE assumes the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees or members of the public who attend the Activity may sustain arising out of or relating to the Activity, LICENSEE's use, Activity attendees' use or the public's use of the Village Property or the areas used for activities

associated with the Activity, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.

- C. **Waiver Of Claims.** The LICENSEE agrees to waive and relinquish any and all claims or causes of action of any kind that it or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees may have against the Village and the Village Affiliates arising out of or relating to the Activity, LICENSEE's use, the Activity attendees' use or the public's use of the Village Property or the areas used for activities associated with the Activity, or any matters arising out of or relating to matters covered under this Agreement.
- D. **Release From Liability.** The LICENSEE fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which LICENSEE or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees or members of the public may have or which arise out of or relate to the Activity, LICENSEE's use, the Activity attendees' use or the public's use of the Village Property or the areas used for activities associated with the Activity, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.

8. Insurance. During the term of this Agreement, the LICENSEE agrees to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Activity for the purposes stated herein. The LICENSEE shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

Insurance Coverage:

- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- B. Umbrella Coverage – \$1,000,000
- C. Property Damage – \$500,000 per occurrence
- D. Workers' Compensation – Statutory

The LICENSEE shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Agreement (as defined below in Section 21), copies of which are incorporated herein and attached hereto as **Exhibit "1"** and made a part hereof. The LICENSEE shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. The LICENSEE shall also carry, during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The LICENSEE's policy or policies of insurance shall specifically recognize and cover the LICENSEE's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the LICENSEE shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the LICENSEE's insurance.

All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon the LICENSEE's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the LICENSEE shall be primary to the Village's own insurance.

9. Alterations. The LICENSEE shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Village Property, which consent may be withheld in the discretion of the Village. It is expressly understood by LICENSEE and its agents that if the LICENSEE performs any alterations to the Village Property, LICENSEE agrees to indemnify, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or

causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including the LICENSEE or its officers, employees, volunteers, agents, contractors, subcontractors, the Activity attendees or members of the public, may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village's Village Property to the full extent possible under the provisions of Section 7 of this Agreement (Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification).

10. Default. Each of the following acts or omissions of the LICENSEE or occurrences shall constitute an "Activity of Default":

- A. Failure or refusal by the LICENSEE to comply with any of the obligations of the LICENSEE set forth in this Agreement; and
- B. Failure or refusal by the LICENSEE to hold the Activity or use the Village Property.

11. Village's Remedies on Default. If the LICENSEE defaults in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Activity of Default, the Village shall give the LICENSEE written or verbal notice of such default; and if the LICENSEE does not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement. Upon termination of this Agreement, the LICENSEE shall promptly remove its personal property, equipment and materials from the Village Property and shall not conduct activities associated with the Activity.

12. Non-Waiver. Failure by the LICENSEE or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the LICENSEE and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

13. Attorneys' Fees. In case suit should be brought by the Village for recovery of the Village Property, or because of any act, which may arise out of the use or possession of the Village Property or to enforce the terms of this Agreement, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

14. Notices. Any notice which either Party may or is required to give shall be given by mailing the same, by Personal Delivery or United States Registered or Certified Mail, postage prepaid, to LICENSEE at its current business address listed above at Page 1, or to the Village at 40 Madison Street, Attention Village Manager, Maywood, Illinois 60153, or to such other places as may be designated by the Parties from time to time.

15. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Right to Terminate. In addition to the termination rights set forth above in Section 1 (Term and License Fee; Suspension; Termination), the Village may suspend or terminate the operation of the Activity or terminate this Agreement at any time and for any reason relating to the exercise of any Village governmental purposes or the Village's decision to sell, lease, license or otherwise permit another person or public entity to occupy the Village Property or to ensure the public safety or for a violation of applicable federal, state, county or Village laws or this Agreement, upon written notice or verbal notice to the LICENSEE. In the event the Village exercises its right to terminate this Agreement, the LICENSEE shall not be entitled to a return of the Temporary Use Permit Fee and agrees to restore the Village Property to its condition, as required above by Section 3 (Care, Maintenance and Restoration). If this Agreement is terminated by the Village, the temporary, non-exclusive license to use the Village Property shall terminate at the same time. Otherwise, this Agreement shall terminate as provided in Section 1 above, except that the release, hold harmless and indemnification provisions of Section 7 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of the LICENSEE set forth above in Section 3 (Care, Maintenance and Restoration) shall survive the termination of this Agreement until those obligations are fully satisfied by the LICENSEE.

17. Compliance With Laws. The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

- A. Certification.** Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
- B. Non-Discrimination.** Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).
- C. Illinois Freedom Of Information Act.** The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, each Party must maintain and make available to the other Party, upon request, their records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the FOIA.

18. Venue. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

19. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by LICENSEE or by a third party in connection with or on account of any of the

matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

20. Authority to Bind. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

21. Effective Date: This Agreement shall become effective upon the date of execution by the last signatory below.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the dates listed below.

VILLAGE OF MAYWOOD

LICENSEE: _____ d/b/a _____

By: _____

By: _____

Name: _____
Village President or Village Manager

Name: _____
Title: _____
Authorized Officer

Date: _____, 2021

Date: _____, 2021

Exhibit "1"

Certificate of Insurance obtained by LICENSEE

(as required in this Agreement)

(attached)

§ 111.10 FOOD ESTABLISHMENT OPERATORS.

(A) Definitions. For the purpose of this section, the following definitions apply unless the context clearly indicates or requires a separate meaning.

AMBULATORY FOOD ESTABLISHMENT. Mobile food dispenser vehicles and mobile catering vehicles.

APPROVED FOOD SANITATION COURSE. Any training course that meets the minimum requirements of the State Department of Public Health.

CERTIFICATE. The document issued by the state to a person after attending an approved food sanitation course and successfully passing a written examination or by successfully passing a special written examination conducted by the state. This person shall be recognized as a certified operator.

EMPLOYEE. Any person who handles food or drink during preparation, processing, packaging, storing, handling, transporting or serving, or who comes in contact with any eating or cooking utensils, or who is employed in a room in which food or drink is prepared or served.

FOOD SERVICE ESTABLISHMENT. Any place where food that is intended for individual service and consumption is routinely provided completely prepared. The term includes any such place, regardless of whether consumption is in, on, or off the premises, and regardless of whether there is a charge for the food. The term does not include a private home where food is prepared for individual family consumption, and it does not include the location of food vending machines. Home kitchen operations, as defined in § 95.04 (Home Kitchen Operation) of the Village Code are excluded from this definition of FOOD SERVICE ESTABLISHMENT.

FOOD. All articles used for food, drink, confectionery or condiment whether simple, mixed or compound, and all substances or ingredients used in the manufacture and preparation thereof.

MOBILE FOOD DISPENSER VEHICLE. Any ambulatory vehicle other than a mobile catering vehicle, from which food or other substances for human consumption are sold, offered for sale, manufactured, stored, dispensed or otherwise handled. A mobile food dispenser vehicle is a cart, automobile or truck which is used principally for the retail sale of candy, ice cream, ice milk, ice cream novelties or similar products.

MOBILE CATERING VEHICLE. Any ambulatory vehicle from which food or other substances for human consumption are sold, offered for sale, manufactured, stored, dispensed or otherwise handled and which has been licensed by the Village as a mobile catering vehicle. A mobile catering vehicle is a cart, automobile or truck which is used principally for the retail sale of food that is consumed for breakfast, lunch or dinner. A mobile catering vehicle also includes any vehicle used for the retail sale of fresh or frozen food in bulk quantities (e.g., cheese, deli meats, hamburgers, steaks, etc.).

OPERATOR. Any owner, manager, operator or primary operator who has the responsibility for the supervision of the food operation and employees during all or part of the hours of operation. If no individual is the apparent operator, then any employee present will be considered the operator.

UTENSILS. Any kitchenware, tableware, glassware, cutlery, containers or other equipment with which food or drink comes in contact during storage, transportation, preparation or serving.

(B) Certification and licensing.

(1) (a) It shall be unlawful for any person who does not possess a valid license to operate a food service establishment or an ambulatory food establishment within the Village. Only persons who comply with the requirements of this section and all other provisions of the laws of the state, and the Village regarding the operation of food service establishments and ambulatory food establishments shall be entitled to receive and retain such a license. The license fee for ambulatory food establishments shall be as set forth in § 110.13 for itinerant vendors. The license fee for food service establishment shall be as set forth in § 110.13 for restaurants.

(b) Any person desiring a license to maintain or operate a food service establishment or an ambulatory food establishment shall make written application for a license to do so in the manner hereinafter prescribed. Upon the

completion of all inspections, tests, and examinations required by this Code, and any other applicable laws, rules and regulations, the Director of Community Development shall transmit the application to the Village President, or his or her designee, together with his or her recommendation for a grant or denial of the license. If the applicant is of good character and reputation, and, in the case of food service establishments, the premises for which such license is sought is proper and suitable for the operation of a sanitary and healthful food service establishment, and, in the case of ambulatory food establishments, if the vehicle for which such license is sought is suitable for the operation of a sanitary and healthful ambulatory food establishment, the Village President, or his or her designee, shall, upon payment of the license fee by the applicant, upon verification of compliance with all other applicable licensing requirements, direct that a license be issued by the Village Clerk in accordance with such application.

(2) It is mandatory that at least 1 operator of each food service establishment hold a valid certificate issued by the state. A certified operator shall be on the premises for direct supervision of the food service establishment during the hours of operation. Certification shall be achieved by successfully completing a food service establishment examination conducted or monitored by the State Department of Public Health.

(3) In food service establishments, both the Village license and the Illinois Operator's Certificate shall be displayed at all times in a prominent place readily visible to the public. The village license for ambulatory food establishments shall be displayed in a prominent place readily visible on the ambulatory vehicle for which the license has been issued.

(4) The Village shall issue separate licenses for mobile catering vehicles and mobile food dispenser vehicles. There shall be no more than 7 mobile food dispenser licenses issued on an annual basis to operators of mobile food dispenser vehicles which are used principally for the sale of candy, ice cream, ice milk, ice cream novelties or similar products. Each operator who receives a mobile food dispenser license shall be permitted to operate no more than 2 mobile food dispenser vehicles within the Village, provided that the required business license fees are paid in full, the vehicles pass inspection and the required state certification is obtained.

(5) There shall be no limitation on the number of mobile catering vehicle licenses that can be issued by the Village and no limitation on the number of mobile catering vehicles that can be operated by an operator holding a Village-issued mobile catering vehicle license, provided that the required business license fees are paid in full, the vehicles pass inspection and the required state certification is obtained. Mobile catering vehicles may not sell any item while parked or stopped on a Village street. Items may be sold from a mobile catering vehicle only when the vehicle is parked on privately-owned property in an area of the Village which is zoned for business, commercial or industrial use. Mobile catering vehicles shall sell items only at those locations where the owner or tenant of the property on which the mobile catering vehicle is parked or stopped has given its permission to the owner or operator of the mobile catering vehicle to sell items from the vehicle. Mobile catering vehicles must follow a schedule which sets forth the times and locations at which items will be sold from the vehicle. A current copy of this schedule must be filed with the Village's Department of Community Development. No items shall be sold from a mobile catering vehicle while it is within 2 blocks of the lot line of any primary or secondary school.

(1997 Code, § 32.11) (Ord. 84-32, passed 5-10-1984; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2011-02, passed 2-15-2011; Am. Ord. CO-2014-14, passed 4-1-2014; Am. Ord. CO-2020-26, passed 10-6-2020) Penalty, see § 111.99

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, Accu-tron Computer Service

SPECIFIC ACTION REQUESTED: Payment approval of the invoice dated #INV212083 for computer consulting services for the month of July 2021.

RECOMMENDATION: It is recommendation that the total payments of \$6,300.00 be approved for payment. The expense account to be charged: 01-18-51700.

Invoice

DATE: 07/07/2021

INVOICE #: 212083

BILL TO: Village of Maywood
40 Madison Street
Maywood, IL 60153

P.O. NO. TERMS

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
IT Support	1	Computer Consulting Service for the Month of July 2021	6,300.00	6,300.00
		Computer Consulting Services for the week ending July 9, 2021		
		Computer Consulting Services for the week ending July 16, 2021		
		Computer Consulting Services for the week ending July 23, 2021		
		Computer Consulting Services for the week ending July 30, 2021		
Recommended To Be Paid:				
Expense Acct: _____				
Date: _____ PO # _____				
Dept. Head: <i>[Signature]</i>				

232

CUSTOMER MESSAGE

TOTAL 6,300.00
 PAYMENTS APPLIED 0.00
 BALANCE DUE 6,300.00

MEMO

Save & Close

Save & New

Revert

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, Allied Waste Service

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for garbage service for the month of May 2021 and roll off services for the Month of June 2021.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
0551-015172843	05/31/2021	\$167,232.00
0551-015201677	06/30/2021	\$7,498.68

RECOMMENDATION: It is recommendation that the total payments of \$174,730.68 be approved for payment. The expense account to be charged: 41-55-574.00.



5050 W. Lake Street
Melrose Park IL 60160-27666

Customer Service (708) 345-7050
RepublicServices.com/Support

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Account Number 3-0551-0010051
Invoice Number 0551-015172843
Invoice Date May 31, 2021
Past Due on 05/31/21 \$469,310.00
Payments/Adjustments -\$309,790.00
Current Invoice Charges \$167,232.00

Total Amount Due	Payment Due Date
\$326,752.00	Past Due

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 05/05	104825	-\$154,895.00
Payment - Thank You 05/05	104825	-\$154,895.00

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Contract: 10051 Village Of Maywood (C4)				
Disposal/Recycling 05/31		1.0000	\$50,462.00	\$50,462.00
Recycling Service 05/01-05/31		1.0000	\$15,750.00	\$15,750.00
Residential Service 05/01-05/31		1.0000	\$83,010.00	\$83,010.00
Yardwaste Service 05/01-05/31		1.0000	\$18,010.00	\$18,010.00

CURRENT INVOICE CHARGES, Due by June 25, 2021 **\$167,232.00**

Recommended To Be Paid:

Expense Acct: _____
Date: *07/01/21* PG. # _____
Dept. Head: *Public Works*

Simple account access at your fingertips.

Download the Republic Services app or visit RepublicServices.com today.



Past Due	30 Days \$159,520.00	60 Days \$0.00	90+ Days \$0.00
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5050 W. Lake Street
Melrose Park IL 60160-27666

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

VILLAGE OF MAYWOOD
ATTN: TANIKA
40 MADISON ST
MAYWOOD IL 60153-2323

Total Amount Due \$326,752.00
Payment Due Date Past Due
Account Number 3-0551-0010051
Invoice Number 0551-015172843

For Billing Address Changes
Check Box and Complete Reverse

Make Checks Payable To:

REPUBLIC SERVICES #551
PO BOX 9001154
LOUISVILLE KY 40290-1154



5050 W. Lake Street
Melrose Park IL 60160-276666

Customer Service (708) 345-7050
RepublicServices.com/Support

Important Information

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Account Number 3-0551-3003652
Invoice Number 0551-015201677
Invoice Date June 30, 2021
Past Due on 06/30/21 \$22,213.46
Payments/Adjustments -\$9,211.40
Current Invoice Charges \$7,498.68

Total Amount Due \$20,500.74	Payment Due Date Past Due
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PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 06/14	104973	-\$9,211.40

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Vlg Of Maywood Police Dep Temp 125 S 5th Ave Maywood, IL Contract: 10051 (C2)				
1 Waste Container 20 Cu Yd, On Call Service				
Pickup Service 06/07 Receipt Number 21785	Tish Powell	1.0000	\$523.00	\$523.00
Vlg Of Maywood Police Dep Temp 125 S 5th Ave Maywood, IL Contract: 10051 (C2)				
1 Waste Container 20 Cu Yd, On Call Service				
Pickup Service 06/21 Receipt Number 29849	Tish Powell	1.0000	\$523.00	\$523.00
Vlg Of Maywood Public Works 2nd Ave & Wilcox Rd CSA S158602 Maywood, IL Contract: 10051 (C2)				
1 Waste Container 20 Cu Yd, On Call Service				
Extra Tonnage 06/02 Receipt Number 20392	1042188	5.4600Tons	\$59.75	\$326.24
Extra Tonnage 06/02 Receipt Number 20394	1042204	1.9600Tons	\$59.75	\$117.11
Extra Tonnage 06/02 Receipt Number 20395	1042233	.1600Ton	\$59.75	\$9.56
Pickup Service 06/02 Receipt Number 20392	Tish	1.0000	\$523.00	\$523.00
Pickup Service 06/02 Receipt Number 20394	Tish	1.0000	\$523.00	\$523.00
Pickup Service 06/02 Receipt Number 20395	Tish	1.0000	\$523.00	\$523.00
Extra Tonnage 06/08 Receipt Number 25031	1043137	3.7700Tons	\$59.75	\$225.26

Past Due	30 Days \$8,812.42	60 Days \$0.00	90+ Days \$4,189.64
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5050 W. Lake Street
Melrose Park IL 60160-276666

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

Total Amount Due \$20,500.74
Payment Due Date Past Due
Account Number 3-0551-3003652
Invoice Number 0551-015201677

For Billing Address Changes
Check Box and Complete Reverse

Make Checks Payable To:



VILLAGE OF MAYWOOD (TEMP)
40 MADISON ST
MAYWOOD IL 60153-2323

00164071
MSP 389



REPUBLIC SERVICES #551
PO BOX 9001154
LOUISVILLE KY 40290-1154



5050 W. Lake Street
Melrose Park IL 60160-27666

Account Number
Invoice Number
Invoice Date

3-0551-3003652
0551-015201677
June 30, 2021

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Pickup Service 06/08	Full	1.0000	\$523.00	\$523.00
Receipt Number 25030				
Pickup Service 06/08	Full	1.0000	\$523.00	\$523.00
Receipt Number 25033				
Pickup Service 06/08	Full	1.0000	\$523.00	\$523.00
Receipt Number 25031				
Pickup Service 06/08	Full	1.0000	\$523.00	\$523.00
Receipt Number 25032				
Extra Tonnage 06/15	1044222	.2100Ton	\$59.75	\$12.55
Receipt Number 28389				
Extra Tonnage 06/15	1044236	.1500Ton	\$59.75	\$8.96
Receipt Number 28386				
Pickup Service 06/15	Tish	1.0000	\$523.00	\$523.00
Receipt Number 28389				
Pickup Service 06/15	Tish	1.0000	\$523.00	\$523.00
Receipt Number 28386				
Pickup Service 06/15	Tish	1.0000	\$523.00	\$523.00
Receipt Number 28388				
Pickup Service 06/15	Tish	1.0000	\$523.00	\$523.00
Receipt Number 28387				

CURRENT INVOICE CHARGES, Due by July 25, 2021

\$7,498.68

Recommended To Be Paid:

Expense Acct: _____

Date: 07/01/2021 PO # _____

Dept. Head: [Signature]

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, Baker Tilly Virchow Krause, LLP

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for services in connection with the April 30, 2020, financial statement audit.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
BT1763588	02/27/2021	\$15,336.00

RECOMMENDATION: It is recommendation that the total payments of \$15,336.00 be approved for payment. The expense account to be charged: 01-14-52400.

Baker Tilly US, LLP
 1301 West 22nd Street • Suite 400
 Oak Brook, IL 60523 • 630 990 3131



Village of Maywood
 40 Madison St
 Maywood, IL 60153

Invoice Date: February 27, 2021
Invoice Number: BT1763588
Client Number: 48514

INVOICE

AMOUNT

Fees	
Services in connection with April 30, 2020 financial audit:	\$15,336.00
WIP Incurred through February 24, 2021 \$21,908.75	
Rate discount applied to WIP (\$6,572.75)	
Discounted amount due \$15,336.00	
Fees Total:	\$15,336.00
Expenses Total:	\$0.00
Invoice Total:	\$15,336.00

Recommended To Be Paid:

Expense Acct: _____
 Date: 02/26/21 PO # _____
 Dept. Head: [Signature]

For questions, comments or suggestions, please contact Anna Wiszowaty at 630 990 3131.

Balance is payable upon receipt or previously agreed upon terms.

To pay by Credit Card or EFT (Electronic Funds Transfer) visit www.bakertilly.com/payment

Please ACH or wire payment to: US Bank, Milwaukee, WI Routing No: 075000022 Account No: 312220280 Reference #: BT1763588	Or send payment to: Baker Tilly US, LLP Box 78975 Milwaukee, WI 53278-8975 238	Reference: Client Number: 48514 Invoice Number: BT1763588 Amount Enclosed: \$ _____
---	---	---

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, Blue Cross Blue Shield

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice for health insurance premiums for the months of June & July 2021.

<u>Invoice Date</u>	<u>Amount</u>	<u>Service Date</u>	
05/14/2021	\$317,226.09	6/1/2021-6/30/2021	*This invoice has already been paid.
06/14/2021	\$302,984.64	7/1/2020-7/31/2021	*This invoice has already been paid.

RECOMMENDATION: It is recommendation that the total payments of \$620,210.73 be approved for payment. The expense account to be charged: 01-19-58000.

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, Bonnell Industries Inc

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #0150117 dated 06/03/2021 for a 4-ton dump hot patch trailer with diesel.

RECOMMENDATION: It is recommendation that the total payments of \$8,350.00 be approved for payment. The expense account to be charged: 01-50-51300.



1385 Franklin Grove Rd
 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
 www.bonnell.com * info@bonnell.com

INVOICE

Invoice Number: 0150117
Invoice Date: 6/3/2021



Bill To: 0000115
 VILLAGE OF MAYWOOD
 40 MADISON PLAZA
 MAYWOOD, IL 60153-1307

Ship To:
 VILLAGE OF MAYWOOD
 40 MADISON PLAZA
 MAYWOOD, IL 60153-1307

Phone: (708) 450-4482 Fax: (708) 450-4422
 Confirm To: JOHN WEST

Phone:
 Fax:

Comment:

Customer P.O. Ship VIA F.O.B. Terms
 Net 30 Days

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	B-2968	8,100.00	8,100.00
Location: 710 USED, STEPP MFG 4 TON DUMP HOT PATCH TRAILER WITH DIESEL FIRED BURNER AND AUTO TEMP CONTROL. THIS UNIT HAS A HEATED OIL JACKETED FLOOR AND SIDES FOR EVEN HEAT DISPLACEMENT, ELECTRIC BRAKES, TANDEM AXLES, STAINLESS STEEL TOOL HOLDERS, SHOVEL CLEANING COMPARTMENT, BATTERY CHARGER, MANUAL TOP AND REAR DOORS AND BURNER TIMER SERIAL # 4S9PHD3Y2CS1270 Location: /TITLE TITLE PROCESSING & REGISTRATION FOR MUNICIPALITY				
(1.00)		/TRADE IN USED, STEPP HOT PATCH TRAILER	100.00	-100.00

4 8,350.00
 Recommended To Be Paid:

Expense Acct: 01-50-51300
 Date: 6/7/21 PO #
 Dept. Head: [Signature]

QDA

15% RESTOCKING FEE ON RETURNED ITEMS

NO RETURNS ON ELECTRICAL ITEMS

JRB

Net Order: 8,350.00
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
 Order Total: 8,350.00
 Less Deposit: 0.00
 Order Balance: 8,350.00

Please Pay From Invoice
 1-1/2% Per Month (18% Annual Rate) Finance Charge Will Be Added to Past Due Accounts

242

Salesperson: 0009 Joey Bonnell

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, City of Chicago

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for water services from April 20, 2021, to May 19, 2021.

<u>Account</u>	<u>Date</u>	<u>Amount</u>
432532-432532	06/09/2021	
432533-432533	06/09/2021	\$304,118.55

RECOMMENDATION: It is recommendation that the total payments of \$304,118.55 be approved for payment. The expense account to be charged: 41-55-57300.



City of Chicago
 Department of Finance-Utility Billing
 P.O. Box 6330
 Chicago, Illinois 60680-6330



WATER, SEWER, GARBAGE, TAX BILL

Bill Date: Jun-09-2021

Customer: MAYWOOD VILLAGE COLLECTOR
 Service Address: S 9TH AVE & W IOWA
 Account Number: 432533-432533

Recommended To Be Paid:

Expense Acct: _____
 Date: *6/30/21* PO # _____
 Dept. Head: *[Signature]*

Your Total Service Cost: \$435,242.47
To Avoid Penalties, Pay By: Jun-30-2021

Pay online: www.cityofchicago.org/finance

Pay by mail: Send a check and the bottom portion of this page to the P.O. Box address listed at the top left corner

Pay over the phone: Call 312-744-4426

Pay in person: Visit Department of Finance Payment Centers or EZ Pay Stations

Metered Account Bill Summary

Bill Period: Apr-20-2021 - May-19-2021

Previous Balance	\$613,770.64
Adjustments	\$0.00
Payments	\$328,716.54
Current Water	\$144,228.10
Current Sewer	\$0.00
Current Penalty	\$5,960.27
TOTAL DUE	\$435,242.47

Additional Information

View your bills, sign up for paperless billing, enroll in a payment plan or AutoPay at: www.cityofchicago.org/finance. Please see the back of this bill for more details.

**Need a Payment Plan?
 Have a Question? Call 312-744-4426**



City of Chicago
 Department of Finance-Utility Billing
 P.O. Box 6330
 Chicago, Illinois 60680-6330

Account:	Due Date:	Total Due:
432533-432533	Jun-30-2021	\$435,242.47

Important! Make checks payable to City of Chicago - Utility Billing. Be sure to include your account number on check and include bottom portion of this bill with payment.

10540 1 MB 0.447 10540

 MAYWOOD VILLAGE COLLECTOR
 40 MADISON ST
 MAYWOOD, IL 60153-2323

Amount Enclosed: \$ _____

244

06302021 0004325330432533 2 0043524247 0043524247 6



City of Chicago
 Department of Finance-Utility Billing
 P.O. Box 6330
 Chicago, Illinois 60680-6330



WATER, SEWER, GARBAGE, TAX BILL

Bill Date: Jun-09-2021

Customer: MAYWOOD VILLAGE COLLECTOR
 Service Address: S 9TH AVE & W IOWA
 Account Number: 432532-432532

Your Total Service Cost: \$131,123.92 CREDIT
To Avoid Penalties, Pay By: Jun-30-2021

Pay online: www.cityofchicago.org/finance

Pay by mail: Send a check and the bottom portion of this page to the P.O. Box address listed at the top left corner

Pay over the phone: Call 312-744-4426

Pay in person: Visit Department of Finance Payment Centers or EZ Pay Stations

Metered Account Bill Summary

Bill Period: Apr-20-2021 - May-19-2021

Previous Balance	\$314,438.88
Adjustments	\$0.00
Payments	\$594,731.50
Current Water	\$146,756.28
Current Sewer	\$0.00
Current Penalty	\$2,412.42
TOTAL DUE	\$131,123.92 CREDIT

Additional Information

View your bills, sign up for paperless billing, enroll in a payment plan or AutoPay at: www.cityofchicago.org/finance. Please see the back of this bill for more details.

**Need a Payment Plan?
 Have a Question? Call 312-744-4426**

You have a credit balance on this bill. Please see additional details in stub below.



City of Chicago
 Department of Finance-Utility Billing
 P.O. Box 6330
 Chicago, Illinois 60680-6330

Account:	Due Date:	Total Due:
432532-432532	Jun-30-2021	\$0.00

Important! Make checks payable to City of Chicago - Utility Billing. Be sure to include your account number on check and include bottom portion of this bill with payment.

This account currently has a credit balance. No payment is due at this time.

10539 1 MB 0.447 10539

 MAYWOOD VILLAGE COLLECTOR
 40 MADISON ST
 MAYWOOD, IL 60153-2323

245

06302021 0004325320432532 9 0013112392 0013112392 2

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, City Wide of Chicago

SPECIFIC ACTION REQUESTED: Payment approval of the invoice of attached invoice for janitorial services for the Village of Maywood.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>	<u>Service dates</u>
32025000108	05/01/2021	\$7,524.52	5/1/2021-5/31/2021

RECOMMENDATION: It is recommendation that the total payments of \$7,524.52 be approved for payment. The expense account to be charged: 01-53-52400.



City Wide Facility Solutions
666 Dundee Rd Ste 308
Northbrook, IL 60062-2726

INVOICE

Total Due: \$7,524.52
Invoice Number: 32025000108
Invoice Date: 5/1/2021
Due Date: 5/31/2021
Phone: (847) 239-5811
Email: jlarimore@gocitywide.com

Bill To: City of Maywood
Oliva Brown
40 Madison St
Maywood, IL 60153-2323
USA

Ship To: City of Maywood
Oliva Brown
40 Madison St
Maywood, IL 60153-2323
USA

PO #	Customer ID	FSM	Payment Terms	Service Dates	
CON004715	01025100067	Lori Holmes	Net 30 days	05/01/21 to 05/31/21	
Item #	Description	Contract / Order #	Qty	Unit Price	Ext. Price
	JANITOR SERVICE	31025100034	1	7,524.52	7,524.52

Subtotal: 7524.52
Sales Tax: 0.00
Total Due: \$7,524.52

~~\$~~ 7,524.52

RECOMMENDED TO BE PAID

DATE: 5/27/21

DEPT HEAD: JMB

EXPENSE ACCT: 01-53-52400

PO# _____

CWA

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021,
SUBJECT: Payment Approval, Fleet Services

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for retail fuel purchases for the Village of Maywood.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
72002016	05/31/2021	\$18,068.94

RECOMMENDATION: It is recommendation that the total payments of \$18,068.94 be approved for payment. The expense account to be charged: Various Departments.

Invoice Statement

INVOICE NUMBER: 72002016
 ACCOUNT NAME: VILLAGE OF MAYWOOD (04)

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-653291-5	49800.00	31	MAY-31-2021	JUN-22-2021	18068.94

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
MAY-04-2021	Payment - Thank You		18457.52
MAY-24-2021	Payment - Thank You		19283.06
MAY-31-2021	Fuel Purchases	15386.93	
MAY-31-2021	Other Purchases	6.60	
MAY-31-2021	Other Adjustments this Period	2675.41	

REMINDER
 PLEASE BE SURE TO INCLUDE REMITTANCE
 STUB WITH PAYMENT. MAIL TO THE
 ADDRESS SHOWN IN THE RIGHT PORTION
 OF THE REMITTANCE STUB.

Recommended To Be Paid:

Expense Acct: _____
 Date: 07/02/2021 PO # _____
 Dept. Head: [Signature]

The Finance Charge is determined by applying a periodic rate of 7.99%

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
37740.58	37740.58	18068.94	0.00	18068.94

CALL CUSTOMER SERVICE TO PAY BY PHONE
 FEDERAL TAX ID: 841425616

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
 TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Fleet Universal


P.O. Box 639
 Portland, ME 04104-0639

TANIKA SKIPPER
 VILLAGE OF MAYWOOD (04)
 40 MADISON ST
 MAYWOOD, IL 60153-2323

ACCOUNT NAME	VILLAGE OF MAYWOOD
ACCOUNT NUMBER	0496-00-653291-5
INVOICE NUMBER	72002016
BILL CLOSING DATE	MAY-31-2021
AMOUNT DUE	18068.94
AMOUNT ENCLOSED	
PAYMENT DUE DATE	JUN-22-2021

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

Make check payable to: WEX BANK
 To avoid processing delays, remit all payments to:


WEX BANK
P.O. BOX 4337
CAROL STREAM IL 60197-4337

249

04960065329150000001806894 210622

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, H&H Electric

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for attached invoices for street light maintenance and repair for the Village of Public Works Department.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
36153	12/31/2020	\$5,645.05
36670	03/3/2021	\$13,219.36

RECOMMENDATION: It is recommendation that the total payments of \$18,864.41 be approved for payment. The expense account to be charged: 01-50-51200.

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36153
 Invoice Date: 12-31-2020
 Draw ID: 582
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	PROJECT TITLE: VILLAGE OF MAYWOOD - STREET LIGHTING AND TRAFFIC SIGNAL MAINTENANCE.				
	LOCATION: VARIOUS - STREET LIGHTING & TRAFFIC SIGNALS				
	H&H WORK ORDER #: 15360.				
	NOTE: ALL L.E.D. COBB LAMPS WERE SUPPLIED BY VILLAGE OF MAYWOOD,				
	DATE: MONDAY, DECEMBER 7, 2020 - COMPLETED THE FOLLOWING WORK:				
1	LAKE ST. & 8TH AVE. - NORTH EAST CORNER - REPLACED 10 AMP FUSE.				
2	600 LAKE ST. - REPLACED 29 WATT L.E.D. COBB LAMP AND 10 AMP FUSE.				
3	512 LAKE ST. - REPLACED (2) 10 AMP FUSES AND 45 WATT L.E.D. COBB LAMP.				
4	40 MADISON ST. - REPLACED (2) 10 AMP FUSES.				
5	MADISON ST. & 1ST AVE. - NORTH EAST CORNER - REPLACED (2) 10 AMP FUSES.				
6	2ND AVE. & LAKE ST. - REPLACED (2) 10 AMP FUSES.				
7	LAKE ST. & DES PLAINES AVE. - NORTH EAST CORNER - REPLACED (2) 10 AMP FUSES.				
8	2ND AVE. & LAKE ST. - NORTH EAST CORNER - REPLACED FUSE KIT AND (2) 10 AMP FUSES.				
9	4TH AVE. & LAKE ST. - REPLACED FUSE KIT AND 10 AMP FUSE.				

continued

Page: 1

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36153
 Invoice Date: 12-31-2020
 Draw ID: 582
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
10	5TH AVE. & MAIN ST. - SOUTH EAST CORNER - REPLACED (2) 10 AMP FUSES AND MEDIUM BASE SOCKET.				
11	611 LAKE ST. - REPLACED 10 AMP FUSE.				
12	10 N. 5TH AVE. - REPLACED 45 WATT L.E.D. COBB LAMP AND 10 AMP FUSE.				
13	134 5TH AVE. - REPLACED 10 AMP FUSE.				
14	200 5TH AVE. - REPLACED 10 AMP FUSE.				
15	308 5TH AVE. - REPLACED 10 AMP FUSE.				
16	319 5TH AVE. - REPLACED 10 AMP FUSE.				
17	502 5TH AVE. - REPLACED 10 AMP FUSE.				
18	PUBLIC WORKS PARKING LOT - UNLOADED (20) ALUMINUM POLES WITH H&H CRANE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	12.00	HOUR	85.80	1,029.60
	Subtotal				1,029.60
	10 AMP TIME DELAY FUSE.	24.00	EACH	3.28	78.72
	MEDIUM BASE SOCKET.	1.00	EACH	4.9344	4.93
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	2.00	EACH	5.55	11.10
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT.	4.00	EACH	1.53	6.12
	Subtotal				100.87
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	100.87	25.22
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	9.00	HOUR	46.00	414.00
	H&H EQUIPMENT #0398 - DIGGER DERRICK/CRANE TRUCK.	3.00	HOUR	76.71	230.13
	Subtotal				1,799.82

DATE: TUESDAY, DECEMBER 8, 2020 - LOCATED AND MARKED JULIE DIG TICKET#:

continued

Page: 2

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36153
 Invoice Date: 12-31-2020
 Draw ID: 582
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	X3391137 - 1409 6TH AVE.				
2	X3430074 - 1910 6TH AVE.				
3	A3423248 - 1711 9TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	1.50	HOUR	85.80	128.70
	Subtotal				128.70
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	2.90	2.90
	RED MARKING FLAGS (H&H).	10.00	EACH	.1390	1.39
	Subtotal				4.29
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	4.29	1.07
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.50	HOUR	46.00	69.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.50	HOUR	6.90	10.35
	Subtotal				213.41

DATE: WEDNESDAY, DECEMBER 9, 2020 -
 LOCATED AND MARKED JULIE DIG TICKET#:

- 1 X3430074 - 1910 6TH AVE.
- 2 A3430787 - 1001 MADISON ST.
- 3 A2542068 - ROOSEVELT RD. & 8TH AVE.
- 4 A2542074 - ROOSEVELT RD. & 6TH AVE.
- 5 A2542077 - ROOSEVELT RD. & 4TH AVE.
- 6 A2542123 - 2126 1ST AVE.
- 7 A2542110 - 101 ROOSEVELT RD.
- 8 A2542092 - ROOSEVELT RD. & 2ND AVE.
- 9 A2542087 - ROOSEVELT RD. & 2ND AVE.
- 10 A2542083 - ROOSEVELT RD. & 2ND AVE.
- 11 A2542068 - ROOSEVELT RD. & 8TH AVE.
- 12 A2542059 - ROOSEVELT RD. & 10TH AVE.
- 13 X3421379 - 806 18TH AVE.

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36153
 Invoice Date: 12-31-2020
 Draw ID: 582
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
14	X3420789 - 915 2ND AVE.				
15	A3280103 - 5TH AVE. & MAIN ST.				
16	X3430248 - 311 WASHINGTON BLVD.				
17	A3423248 - 1711 9TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.00	HOUR	85.80	514.80
	Subtotal				514.80
	UTILITY MARKING PAINT - RED (20 OZ CAN).	9.00	EACH	2.90	26.10
	RED MARKING FLAGS (H&H).	65.00	EACH	.1390	9.04
	Subtotal				35.14
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	35.14	8.79
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	6.00	HOUR	46.00	276.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	6.00	HOUR	6.90	41.40
	Subtotal				876.13

DATE: THURSDAY, DECEMBER 10, 2020 - COMPLETED THE FOLLOWING WORK:

- 1 LOCATED AND MARKED JULIE DIG TICKET#: A3442052 - 41 21ST AVE. (EMERGENCY).
- 2 LOCATED AND MARKED JULIE DIG TICKET#: X3441883 - 199 20TH AVE.
- 3 LOCATED AND MARKED JULIE DIG TICKET#: A3450950 - 425 19TH AVE.
- 4 800 5TH AVE. - REPLACED (2) 10 AMP FUSES.
- 5 12 5TH AVE. - REPLACED MEDIUM BASE SOCKET AND 45 WATT L.E.D. COBB LAMP.
- 6 914 5TH AVE. - REPLACED 10 AMP FUSE.
- 7 LEGION ST. & 5TH AVE. - NORTH WEST CORNER - REPLACED 10 AMP FUSE.

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36153
 Invoice Date: 12-31-2020
 Draw ID: 582
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
8	1304 5TH AVE. - REPLACED 10 AMP FUSE.				
9	1500 5TH AVE. - REPLACED 10 AMP FUSE.				
10	1301 5TH AVE. - REPLACED 10 AMP FUSE.				
11	1209 5TH AVE. - REPLACED 10 AMP FUSE.				
12	1109 5TH AVE. - REPLACED 45 WATT L.E.D. COBB LAMP.				
13	1101 5TH AVE. - REPLACED 10 AMP FUSE.				
14	900 MADISON ST. - REPLACED 10 AMP FUSE.				
15	243 MADISON ST. - REPLACED MEDIUM BASE SOCKET.				
16	401 MADISON ST. - REPLACED 10 AMP FUSE.				
17	901 5TH AVE. - REPLACED 10 AMP FUSE.				
18	8TH AVE. & OAK ST. - NORTH EAST CORNER - REPLACED 10 AMP FUSE.				
19	WASHINGTON AVE. & 5TH AVE. - SOUTH WEST CORNER - REPLACED 10 AMP FUSE.				
20	1606 MADISON ST. - REPLACED 34 WATT L.E.D. COBB LAMP.				
21	1506 MADISON ST. - REPLACED 34 WATT L.E.D. COBB LAMP.				
22	1500 MADISON ST. - REPLACED 34 WATT L.E.D. COBB LAMP & 35 WATT L.E.D. COBB LAMP.				
23	1607 MADISON ST. - REPLACED 45 WATT L.E.D. COBB LAMP.				
24	1801 MADISON ST. - REPLACED 34 WATT L.E.D. COBB LAMP.				
25	1901 MADISON ST. - REPLACED 45 WATT L.E.D. COBB LAMP.				
26	1725 MADISON ST. - REPLACED 45 WATT L.E.D. COBB LAMP.				
27	1000 17TH AVE. - REPLACED 45 WATT L.E.D. COBB LAMP.				

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28	LOCATED AND MARKED JULIE DIG TICKET#: A3451002 - 1111 WASHINGTON BLVD. (EMERGENCY). STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS). OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	19.50	HOUR	85.80	1,673.10
		.50	HOUR	128.70	64.35
	Subtotal				1,737.45
	10 AMP TIME DELAY FUSE.	14.00	EACH	3.28	45.92
	MEDIUM BASE SOCKET.	1.00	EACH	4.2235	4.22
	UTILITY MARKING PAINT - RED (20 OZ CAN).	6.00	EACH	2.90	17.40
	RED MARKING FLAGS (H&H).	30.00	EACH	.1390	4.17
	Subtotal				71.71
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	71.71	17.93
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	13.50	HOUR	46.00	621.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	4.00	HOUR	6.90	27.60
	Subtotal				2,475.69

DATE: FRIDAY, DECEMBER 11, 2020 -
 COMPLETED THE FOLLOWING WORK:
 1 5TH AVE. & MADISON ST. - SOUTH EAST CORNER
 - REPLACED 10 AMP FUSE.
 2 215 MADISON ST. - REPLACED 220 VOLT WHIP
 AND 10 AMP FUSE.
 3 807 5TH AVE. - REPLACED 10 AMP FUSE.
 4 125 5TH AVE. - REPLACED 10 AMP FUSE.
 5 6TH AVE. & MADISON ST. - CHECKED AND
 FIXTURE HAD WRONG PLUG.

continued

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 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	85.80	171.60
	Subtotal				171.60
	10 AMP TIME DELAY FUSE.	4.00	EACH	3.28	13.12
	Subtotal				13.12
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	13.12	3.28
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	46.00	92.00
	Subtotal				280.00
Invoice Total:					5,645.05

5,645.05

Recommended To Be Paid

Dept. Head: *JMB*

Expense Acct: *01-50-52100*

Date: *5/26/21* PO # _____

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 2830 COMMERCE STREET
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Invoice ID: 36670
 Invoice Date: 03-31-2021
 Draw ID: 589
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
PROJECT TITLE: VILLAGE OF MAYWOOD - STREET LIGHTING AND TRAFFIC SIGNAL MAINTENANCE.					
LOCATION: VARIOUS - STREET LIGHTING & TRAFFIC SIGNALS.					
H&H WORK ORDER #: 15655.					
DATE: MONDAY, MARCH 8, 2021 - LOCATED AND MARKED JULIE DIG TICKET#:					
1	X0670621 - 1015 11TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	85.80	171.60
	Subtotal				171.60
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	2.90	2.90
	RED MARKING FLAGS (H&H).	8.00	EACH	.1390	1.11
	Subtotal				4.01
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	4.01	1.00
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	46.00	92.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				106.80
DATE: TUESDAY, MARCH 9, 2021 - COMPLETED THE FOLLOWING WORK:					
1	11TH AVE. & WASHINGTON BLVD. - NEAR SCHOOL DROP OFF. INVESTIGATED OPEN HOLE WITH ABANDONED ELECTRICAL IN IT.				
2	WORKED WITH VILLAGE EMPLOYEE AND FILLED WITH STONE.				

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Invoice ID: 36670
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H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
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 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
3	VILLAGE TO FOLLOW UP WITH ASPHALT OR COLD PATCH. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS). AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	85.80	257.40
	Subtotal				395.40
DATE: TUESDAY, MARCH 9, 2021 - LOCATED AND MARKED JULIE DIG TICKET#:					
1	X0671552 - 2114 S 6TH AVE.				
2	A0641360 - 510 N 3RD AVE.				
3	X0640979 - 15 N 1ST AVE.				
4	A0641763 - 1903 S 18TH AVE. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	5.00	HOUR	85.80	429.00
	Subtotal				429.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	5.00	EACH	2.90	14.50
	RED MARKING FLAGS (H&H).	45.00	EACH	.1390	6.26
	Subtotal				20.76
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	20.76	5.19
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	5.00	HOUR	46.00	230.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	5.00	HOUR	6.90	34.50
	Subtotal				269.69

DATE: WEDNESDAY, MARCH 10, 2021 - COMPLETED THE FOLLOWING WORK:

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Invoice ID: 36670
 Invoice Date: 03-31-2021
 Draw ID: 589
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	6TH AVE. & WASHINGTON BLVD. - TROUBLESHOT A LOST LEG OF 240 VOLT AT POLES. - WORKED WAY BACK TO CABINET AND FOUND SPAN IN TROUBLE. - 6TH AVE. & MAPLE ST. - FOUND CABLES PULLED APART IN POLE AT SOUTH EAST CORNER. RESPLICED AND VERIFIED WORKING. - 8TH AVE. & HURON ST. - TROUBLESHOT NO POWER TO POLE. BREAKER WAS TRIPPING IN CABINET. - TROUBLESHOT AND ISOLATED SPAN IN TROUBLE. CUT LAST SPAN IN CLEAR ON MAIN ST. EAST OF 9TH AVE.. - ALL OTHER STREET LIGHTS NOW WORKING. SPAN IN TROUBLE WILL REMAIN OUT UNTIL REPAIR.				
2	LOCATED AND MARKED JULIE DIG TICKET #: X0671552 - 2114 S 6TH AVE.				
3	LOCATED AND MARKED JULIE DIG TICKET #: X0680280 - 1404 S 4TH AVE.				
4	LOCATED AND MARKED JULIE DIG TICKET #: X0680288 - 1512 S 3RD AVE.				
5	LOCATED AND MARKED JULIE DIG TICKET #: X0680291 - 1212 S 2ND AVE.				
6	LOCATED AND MARKED JULIE DIG TICKET #: X0680308 - 1203 S 4TH AVE.				
7	LOCATED AND MARKED JULIE DIG TICKET #: X0680299 - 1605 S 3RD AVE.				
8	LOCATED AND MARKED JULIE DIG TICKET #: X0680318 - 1406 S 4TH AVE.				
9	LOCATED AND MARKED JULIE DIG TICKET #: X0680322 - 1700 S 4TH AVE.				

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10	LOCATED AND MARKED JULIE DIG TICKET #: A0680494 - 227 N 3RD AVE.				
11	LOCATED AND MARKED JULIE DIG TICKET #: A0680689 - 109 S 9TH AVE.				
12	LOCATED AND MARKED JULIE DIG TICKET #: A0680936 - 1929 S 19TH AVE.				
13	LOCATED AND MARKED JULIE DIG TICKET #: A0681374 - 514 W ERIE ST.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	10.00	HOUR	85.80	858.00
	Subtotal				858.00
	BLUE WIRE NUTS.	6.00	EACH	.4375	2.63
	UTILITY MARKING PAINT - RED (20 OZ CAN).	8.00	EACH	2.90	23.20
	RED MARKING FLAGS (H&H).	60.00	EACH	.1390	8.34
	Subtotal				34.17
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	34.17	8.54
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	10.00	HOUR	46.00	460.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	7.00	HOUR	6.90	48.30
	Subtotal				516.84

DATE: THURSDAY, MARCH 11, 2021 - COMPLETED
 THE FOLLOWING WORK:

- 1 7TH AVE. & WILCOX ST. - INSTALLED USED
STEEL HANDHOLE COVER (OLD COVER HAD
DETERIORATED).
- 2 10TH AVE. & 11TH AVE. ON WARREN ST. -
FABRICATED DOOR AND SECURED IT ON POLE.
- 3 8TH AVE. & MADISON ST. - INSTALLED
UNIVERSAL POLE DOOR ON SOUTH SIDE.

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4	809 MADISON ST. - INSTALLED UNIVERSAL POLE DOOR.				
5	9TH AVE. & MADISON ST. - INSTALLED UNIVERSAL POLE DOOR ON SOUTH EAST MAST ARM.				
6	9TH AVE. & GREEN ST. - FABRICATED AND SECURED DOOR.				
7	1109 9TH AVE. - BANDED EXISTING DOOR ON POLE.				
8	9TH AVE. & PRAIRIE PATH - SECURED UNIVERSAL POLE DOOR ON WEST SIDE.				
9	9TH AVE. & LEGION ST. - FABRICATED AND SECURED POLE DOOR.				
10	9TH AVE. & QUINCY ST. - FABRICATED AND SECURED POLE DOOR.				
11	MADISON AVE. BETWEEN 7TH. AVE. & 8TH AVE. - NORTH SIDE DRILLED AND TAPPED NEW DOOR HARDWARE.				
12	MADISON AVE. & 8TH AVE. - NORTH SIDE INSTALLED UNIVERSAL POLE DOOR.				
13	1427 13TH AVE. - BANDED EXISTING POLE DOOR.				
14	9TH AVE. & WARREN AVE. - FABRICATED AND SECURED POLE DOOR.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	8.00	HOUR	85.80	686.40
	Subtotal				686.40
	ALUMINUM HANDHOLE COVER FOR STREET LIGHTING POLE.	1.00	EACH	20.50	20.50
	UNIVERSAL PLASTIC HANDHOLE DOOR FOR STREET LIGHTING POLE.	5.00	EACH	14.58	72.90

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	2" WIDE X 10' LENGTH X 1/8" THICK ALUMINUM STOCK FLAT BAR.	1.00	EACH	31.9125	31.91
	Subtotal				125.31
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	125.31	31.33
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	8.00	HOUR	46.00	368.00
	Subtotal				399.33
	DATE: THURSDAY, MARCH 11, 2021 - COMPLETED THE FOLLOWING WORK:				
1	9TH AVE. & MAIN ST. - REMOVED BROKEN CONCRETE STREET LIGHT POLE. CLEARED CABLES AND BROUGHT ARM AND FIXTURE BROUGHT BACK TO H&H YARD.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	85.80	257.40
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.50	HOUR	46.00	69.00
	H&H EQUIPMENT #0398 - CRANE/DIGGER DERRICK TRUCK.	1.50	HOUR	76.53	114.80
	Subtotal				441.20
	DATE: FRIDAY, MARCH 12, 2021 - COMPLETED THE FOLLOWING WORK:				
1	8TH AVE. & CONGRESS ST. - REMOVED CONCRETE STREET LIGHTING BUTT AND INSTALLED NEW STREET LIGHTING POLE. VILLAGE SUPPLIED POLE AND FIXTURE.				

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2	1437 VAN BUREN AVE. - REMOVED CONCRETE STREET LIGHTING BUTT AND INSTALLED NEW STREET LIGHTING POLE. VILLAGE SUPPLIED POLE AND FIXTURE.				
3	15 N. 9TH AVE. - REMOVED CONCRETE STREET LIGHTING BUTT AND INSTALLED NEW STREET LIGHTING POLE. VILLAGE SUPPLIED POLE AND FIXTURE.				
4	FOUND CABLE TROUBLE AND REPAIRED CABLES. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	17.50	HOUR	85.80	1,501.50
	Subtotal				1,501.50
	2-1/C#10AWG XLP/USE-2 CABLE.	70.00	FOOT	.6553	45.87
	BUSSMANN #HEX-AA SCREW TYPE FUSEHOLDER WITH RUBBER BOOTS, 30AMP RATING.	3.00	EACH	21.10	63.30
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT.	6.00	EACH	1.53	9.18
	10 AMP TIME DELAY FUSE.	3.00	EACH	3.28	9.84
	PHOTOCELL CONTROL - TWIST LOCK TYPE - 105-305VOLTS.	2.00	EACH	11.2590	22.52
	T&B#HS12-6L - HEAT SHRINK TUBE (#12AWG TO #6AWG) (8 INCH LENGTH).	7.00	EACH	1.9755	13.83
	#6 AWG (BLUE) TWO WAY CONNECTOR - LONG BARREL TYPE.	7.00	EACH	.4375	3.06
	Subtotal				167.60
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	167.60	41.90
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	9.50	HOUR	46.00	437.00
	H&H EQUIPMENT #0398 - CRANE/DIGGER DERRICK TRUCK.	8.00	HOUR	76.53	612.24
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	8.00	HOUR	6.90	55.20

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	Subtotal				1,146.34
	DATE: FRIDAY, MARCH 12, 2021 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A0691385 - 1701 S 6TH AVE.				
2	A0691386 - 1417 S 6TH AVE.				
3	A0691414 - 1515 S 5TH AVE.				
4	A0691391 - 1317 S 7TH AVE.				
5	A0691433 - 1019 S 9TH AVE.				
6	A0691455 - 1708 S 8TH AVE.				
7	A0691466 - 1514 S 8TH AVE.				
8	A0691585 - 2127 S 8TH AVE.				
9	X0692355 - RANDOLPH ST. & 1ST AVE.				
10	X0701037 - 807 S 1ST AVE.				
11	X0701118 - 2110 S 4TH AVE.				
12	A0701032 - 1236 S 20TH AVE.				
13	X0701943 - 100 W MADISON ST.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	8.00	HOUR	85.80	686.40
	Subtotal				686.40
	UTILITY MARKING PAINT - RED (20 OZ CAN).	8.00	EACH	2.90	23.20
	RED MARKING FLAGS (H&H).	48.00	EACH	.1390	6.67
	Subtotal				29.87
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	29.87	7.47
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	5.00	HOUR	46.00	230.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	5.00	HOUR	6.90	34.50
	Subtotal				271.97

continued

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H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36670
 Invoice Date: 03-31-2021
 Draw ID: 589
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	DATE: MONDAY, MARCH 15, 2021 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X0740393 - 822 S 18TH AVE. (EMERGENCY) STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	1.00	HOUR	85.80	85.80
	Subtotal				85.80
	UTILITY MARKING PAINT - RED (20 OZ CAN).	.50	EACH	2.90	1.45
	RED MARKING FLAGS (H&H).	5.00	EACH	.1390	.70
	Subtotal				2.15
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	2.15	.54
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	46.00	46.00
	DATE: TUESDAY, MARCH 16, 2021 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A0742237 - 401 S 18TH AVE.				
2	X0741543 - 1824 S 19TH AVE.				
3	A0740729 - 1420 N MAYWOOD DR.				
4	A0740437 - 1230 S 11TH AVE.				
5	A0711535 - 1615 S 15TH AVE.				
6	X0740987 - 901 W LAKE ST. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	7.00	HOUR	85.80	600.60
	Subtotal				647.14
	UTILITY MARKING PAINT - RED (20 OZ CAN).	7.00	EACH	2.90	20.30
	RED MARKING FLAGS (H&H).	35.00	EACH	.1390	4.87
	Subtotal				25.17
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	25.17	6.29
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	7.00	HOUR	46.00	322.00

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Invoice ID: 36670
 Invoice Date: 03-31-2021
 Draw ID: 589
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	7.00	HOUR	6.90	48.30
	Subtotal				376.59
	DATE: THURSDAY, MARCH 18, 2021 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A0742755 - 820 S 18TH AVE.				
2	A0750819 - 121 S 5TH AVE.				
3	X0751767 - 1718 S 4TH AVE.				
4	X0751768 - 418 S 20TH AVE.				
5	X0751771 - 1624 S 17TH AVE.				
6	X0751772 - 640 S 18TH AVE.				
7	A0751932 - 1311 MAYBROOK DR.				
8	A0711869 - 1900 S 25TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	7.50	HOUR	85.80	643.50
	Subtotal				643.50
	UTILITY MARKING PAINT - RED (20 OZ CAN).	7.00	EACH	2.90	20.30
	RED MARKING FLAGS (H&H).	50.00	EACH	.1390	6.95
	Subtotal				27.25
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	27.25	6.81
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	7.50	HOUR	46.00	345.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	7.50	HOUR	6.90	51.75
	Subtotal				403.56
	DATE: FRIDAY, MARCH 19, 2021 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A0772410 - 10TH AVE. & VAN BUREN ST. EMERGENCY.				

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Invoice ID: 36670
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H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
2	13TH AVE. & FILMORE ST. - CLEARED SHORT STREET LIGHTING POLE THAT WAS KNOCKED DOWN. NOTHING WAS SALVAGABLE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	4.00	HOUR	85.80	343.20
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.50	HOUR	128.70	193.05
	Subtotal				536.25
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	2.90	2.90
	Subtotal				2.90
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	2.90	.73
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	5.50	HOUR	46.00	253.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				267.53
	DATE: SATURDAY, MARCH 20, 2021 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A0782037 - 2122 S 3RD AVE.				
2	A0740729 - 1420 N MAYWOOD DR.				
3	X0780317 - 400 S 20TH AVE.				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	2.00	HOUR	128.70	257.40
	Subtotal				257.40
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	2.90	2.90
	Subtotal				2.90
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	2.90	.73

continued

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Invoice ID: 36670
 Invoice Date: 03-31-2021
 Draw ID: 589
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	46.00	92.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				99.63
	DATE: MONDAY, MARCH 22, 2021 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X0800234 - 1117 S 9TH AVE.				
2	A0790345 - 611 N 7TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	1.50	HOUR	85.80	128.70
	Subtotal				128.70
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.50	EACH	2.90	4.35
	RED MARKING FLAGS (H&H).	5.00	EACH	.1390	.70
	Subtotal				5.05
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	5.05	1.26
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.50	HOUR	46.00	69.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.50	HOUR	6.90	10.35
	Subtotal				80.61
	DATE: TUESDAY, MARCH 23, 2021 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X0821435 - 50 W MADISON ST.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	85.80	171.60
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	46.00	46.00

continued

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 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36670
 Invoice Date: 03-31-2021
 Draw ID: 589
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				224.50
	DATE: TUESDAY, MARCH 23, 2021 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A0771721 - 815 S 16TH AVE.				
2	X0780317 - 400 S 20TH AVE.				
3	X0810735 - 10TH AVE & ROOSEVELT AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	85.80	257.40
	Subtotal				257.40
	UTILITY MARKING PAINT - RED (20 OZ CAN).	2.00	EACH	2.90	5.80
	RED MARKING FLAGS (H&H).	25.00	EACH	.1390	3.48
	Subtotal				9.28
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	9.28	2.32
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.50	HOUR	46.00	69.00
	H&H EQUIPMENT #0400 - PICKUP TRUCK.	1.50	HOUR	21.86	32.79
	Subtotal				104.11
	DATE: THURSDAY, MARCH 25, 2021 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A0842879 - 1614 ST. CHARLES RD. (EMERGENCY).				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	2.00	HOUR	128.70	257.40
	Subtotal				257.40
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	2.90	2.90
	RED MARKING FLAGS (H&H).	6.00	EACH	.1390	.83

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Invoice ID: 36670
 Invoice Date: 03-31-2021
 Draw ID: 589
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

Item	Description	Units	Unit of Measure	Unit Price	Amount
	Subtotal				3.73
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	3.73	.93
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	46.00	92.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				106.73
	DATE: THURSDAY, MARCH 25, 2021 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X0820923 - 1203 S 4TH AVE.				
2	X0820902 - 1404 S 4TH AVE.				
3	X0820930 - 1406 S 4TH AVE.				
4	X0820909 - 1512 S 3RD AVE.				
5	X0820913 - 1605 S 3RD AVE.				
6	X0820938 - 1700 S 4TH AVE.				
7	A0833178 - 808 S 9TH AVE.				
8	A0820332 - 109 S 9TH AVE.				
9	A0833434 - 230 S 11TH AVE.				
10	A0821014 - 1424 S 18TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.50	HOUR	85.80	300.30
	Subtotal				300.30
	UTILITY MARKING PAINT - RED (20 OZ CAN).	5.00	EACH	2.90	14.50
	RED MARKING FLAGS (H&H).	40.00	EACH	.1390	5.56
	Subtotal				20.06
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	20.06	5.02
	H&H EQUIPMENT #0400 - PICKUP TRUCK.	3.50	HOUR	21.86	76.51

\$ 13,219.36
 Recommended To Be Paid:

Expense Acct: 01-50-52100
 Date: 6/24/21 PO # _____
 Dept. Head: Jacob Dea

Invoice Total: 13,219.36



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
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mtjurusik@ktjlaw.com
DD 312-984-6432

www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: July 7, 2021
RE: Withdrawal and Termination of Village Executive Order No. 2021-01 (Local Mask Mandate)

Per the direction of Village Manager Chasity Wells-Armstrong, I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

AN ORDINANCE WITHDRAWING AND TERMINATING EXECUTIVE ORDER NO. 2021-01 REGARDING THE USE OF FACE COVERINGS IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND AMENDING SECTION 92.21(B)(14) (PUBLIC NUISANCES AFFECTING HEALTH) OF CHAPTER 92 (HEALTH AND SANITATION; NUISANCES) OF THE VILLAGE CODE TO ENFORCE THE USE OF FACE COVERINGS DURING A DISASTER PROCLAMATION IN THE STATE OF ILLINOIS

On March 9, 2020, Governor JB Pritzker issued a disaster proclamation in the State of Illinois related to the COVID-19 pandemic as well as numerous related Executive Orders. Governor Pritzker has issued successive disaster proclamations, most recently on June 24, 2021, in response to the COVID-19 pandemic. The most recent State-issued Executive Orders did not extend the state-wide mask mandates except on public transportation and certain specialty employers, which did not include municipalities.

Village Board approval of the enclosed Ordinance will repeal enforcement of its local mask mandate, similar to the action the State of Illinois took. The Village Code Amendment will also allow the Village to enforce a future mask mandate if a Federal, State or Village regulation calls for a mask mandate.

If there are any questions, please contact me.

Mike

Enclosure

cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)
Chasity Wells-Armstrong, Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Valdimir Talley, Chief of Police (w/encl.)
Craig Bronaugh, Fire Chief (w/ encl.)
John West, Public Works Director (w/encl.)
Angela Smith, Acting Director of Community Development (w/encl.)
Bill Peterhansen, Village Engineer (w/ encl.)

Draft 7.7.2021
ORDINANCE NO. CO-2021- _____

**AN ORDINANCE WITHDRAWING AND TERMINATING EXECUTIVE ORDER NO. 2021-01
REGARDING THE USE OF FACE COVERINGS
IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS
AND AMENDING SECTION 92.21(B)(14) (PUBLIC NUISANCES AFFECTING HEALTH)
OF CHAPTER 92 (HEALTH AND SANITATION; NUISANCES)
OF THE VILLAGE CODE TO ENFORCE THE USE OF FACE COVERINGS
DURING A DISASTER PROCLAMATION**

WHEREAS, Section 11-1-6 of the Illinois Municipal Code (65 ILCS 5/11-1-6) provides that the corporate authorities of each municipality may, by ordinance, grant to the Village President the extraordinary power and authority to exercise, by executive order, during a state of emergency, such of the powers of the corporate authorities as may be reasonably necessary to respond to the emergency; and

WHEREAS, such an ordinance must establish the standards to be relied upon for the Village President to determine when a state of emergency exists; and

WHEREAS, Section 8-10-5 of the Illinois Municipal Code (65 ILCS 5/8-10-5) provides that, after an emergency affecting public health or safety has been declared by an affirmative vote of a majority of the corporate authorities of a municipality, where the nature of the danger to the public health or safety has been identified, the corporate authorities may authorize the letting of contracts to the extent necessary to resolve such emergency without public advertisement; and

WHEREAS, on March 9, 2020, Governor JB Pritzker issued a disaster proclamation in the State of Illinois related to the COVID-19 pandemic. The Governor has continued to issue successive disaster proclamations as each has expired, most recently on June 24, 2021, as well as numerous related Executive Orders, which impacted how local public bodies conduct its business; and

WHEREAS, on March 10, 2020, the President of the Cook County Board of Commissioners issued a disaster proclamation in Cook County, Illinois related to the COVID-19 pandemic; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 virus a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a nation-wide emergency under Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 52 U.S.C. 5121, *et seq.*, related to the COVID-19 pandemic; and

WHEREAS, the COVID-19 pandemic is a contagious disease that is likely to cause loss of life, loss of productivity, hardship and suffering to persons residing in or doing business in and around the Village; and

WHEREAS, in response to Governor JB Pritzker's actions on March 17, 2020, the Village President and Board of Trustees of the Village of Maywood approved Ordinance No. CO-2020-07: An

Ordinance Authorizing The Village President To Declare A State Of Emergency Should The Need Arise And Authorizing Purchase Contracts As Necessary To Resolve A State Of Emergency Without Public Advertisement Within The Village Of Maywood; and

WHEREAS, the Village President of Maywood declared a State of Emergency in the Village of Maywood on March 17, 2020, in order to allow the Village to assist in preventing the loss of life and injuries, and alleviating damages, loss, hardship and suffering related to the COVID-19 pandemic. On June 2, 2020, the Village President issued DECLARATION NO. 2020-2: DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS (COVID-19 – JUNE 2, 2020) (Disaster Declaration and Remote Meeting Rules), which authorized the Village President to declare a state of emergency in the Village pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6); and

WHEREAS, on April 3, 2020, the Center for Disease Control recommended that all people wear cloth face coverings in public settings where other social and physical distancing measures are difficult to maintain; and

WHEREAS, on April 10, 2020, the United States Surgeon General recommended that people wear face coverings in order to mitigate the further spread of COVID-19; and

WHEREAS, on February 18, 2021, the Village President of the Village of Maywood issued EXECUTIVE ORDER NO. 2021-01: EXECUTIVE ORDER REQUIRING THE USE OF FACE COVERINGS UNDER DECLARATION NO. 2020-02: DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS (COVID-19 – JUNE 2, 2020); and

WHEREAS, on June 25, 2021, Governor JB Pritzker issued Executive Order No. 2021-14 to not extend the State mask mandate; and

WHEREAS, the Village President and the Board of Trustees of the Village of Maywood desire to amend Section 92.21(B)(14) (Public Nuisances Affecting Health) of Chapter 92 (Health And Sanitation; Nuisances) of the Maywood Village Code to enforce the use of face coverings during the pendency of the Gubernatorial Disaster Proclamation in the State of Illinois related to the COVID-19 pandemic; and

WHEREAS, the Village President and the Board of Trustees of the Village of Maywood have determined that it is in the best interests of the Village and its residents to enact this Ordinance, which will contribute to the protection of the public's health, safety and welfare regarding the COVID-19 pandemic.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each of the Whereas paragraphs above are incorporated into Section 1 of this Ordinance as material terms hereof.

SECTION 2: Based on the June 25, 2021 action to not extend the State mask mandate by Governor JB Pritzker under Executive Order No. 2021-14, the Village President and Board of Trustees of the Village of Maywood approve the withdrawal and termination of EXECUTIVE ORDER NO. 2021-01: EXECUTIVE ORDER REQUIRING THE USE OF FACE COVERINGS UNDER DECLARATION NO. 2020-02:

DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS (COVID-19 – JUNE 2, 2020).

SECTION 3: Sub-subsection (14) of Subsection 92.21(B) (Public Nuisances Defined; Public Nuisances Affecting Health) of Chapter 92 (Nuisances) of Title IX (General Regulations) of the Maywood Village Code is amended in its entirety to read as follows:

“(14) Failing to comply with a mask mandate imposed by Maywood Executive Order, Illinois Declaration of A State of Emergency or Executive Order, or Federal Government Regulation during its pendency.

SECTION 4: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village’s codifier so as to be consistent with the terms of this Ordinance.

SECTION 5: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. If any Section, paragraph or provision of this Ordinance shall conflict with any part of the Village of Maywood Village Code, this Ordinance shall prevail.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

SECTION 8: This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

ADOPTED this 13th day of July, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this 13th day of July, 2021.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this ___ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE WITHDRAWING AND TERMINATING EXECUTIVE ORDER NO. 2021-01
REGARDING THE USE OF FACE COVERINGS
IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS
AND AMENDING SECTION 92.21(B)(14) (PUBLIC NUISANCES AFFECTING HEALTH)
OF CHAPTER 92 (HEALTH AND SANITATION; NUISANCES)
OF THE VILLAGE CODE TO ENFORCE THE USE OF FACE COVERINGS
DURING A DISASTER PROCLAMATION IN THE STATE OF ILLINOIS**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 13th day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 13th day of July, 2021.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]



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mtjurusik@ktjlaw.com
DD 312-984-6432

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood

FROM: Michael T. Jursik

DATE: July 7, 2021

**RE: 2021 Alley and Roadway Improvements Project ("Project") --
Ordinance Authorizing Certain Expenditures from the Madison Street / 5th Avenue
Tax Increment Financing Redevelopment Project Area Fund, the Water and Garbage
Fund, and the General Fund to Pay For the Maywood 2021 Alley and Roadway
Improvements Project And Award Of Contract To Low Bidder (Triggi Construction, Inc.)**

Per the request of the Village Engineer, I have enclosed the following documents for review, consideration and action at the July 13, 2021 Village Board Meeting:

1. AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE TIF DISTRICT FUND, THE WATER AND GARBAGE FUND, AND THE GENERAL FUND TO PAY FOR THE MAYWOOD 2021 ALLEY AND ROADWAY IMPROVEMENTS PROJECT AND AWARD OF CONTRACT TO LOW BIDDER – TRIGGI CONSTRUCTION, INC. (Low Bid Contract Price: \$2,072,926.00)
2. Hancock Engineering Memorandum dated July 1, 2021, regarding the Bid Opening Results and Recommendation for the Maywood 2021 Alley and Roadway Improvements Project (attached to the Ordinance as part of Group Exhibit "A").

Project and Scope of Work

See enclosed Village Engineer’s Memorandum dated July 1, 2021 for the Project and Scope of Work (attached to the Ordinance as part of Group Exhibit "A").

Eligibility of Project for TIF Reimbursement

The costs associated with the Project are eligible for payment from the Madison / Fifth Avenue TIF District Fund because: (1) applicable alleys and roadways to be reconstructed are located within the Madison / Fifth Avenue TIF District; and (2) the costs are the type of improvements that are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q). Specifically, the proposed Project falls within the following categories of reimbursable TIF-eligible redevelopment project costs:

- (q) "Redevelopment project costs", except for redevelopment project areas created pursuant to subsections (p-1) or (p-2), means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs

incidental to a redevelopment plan and a redevelopment project. Such costs include, without limitation, the following:

- (4) Costs of the construction of public works or improvements,

The Project is primarily located within the boundaries of the Madison Street / Fifth Avenue TIF District. Certain streets are located outside of the Madison Street / Fifth Avenue TIF District and as such they will need to be paid for through use of the General Fund. The water main improvements along Bataan Drive are eligible to be paid for through the Water and Garbage Fund. A Project breakdown of funding eligibility is as follows:

Madison Street / Fifth Avenue TIF:	70.7%
General Fund:	7.2%
Water and Garbage Fund:	22.1%

Compliance with the Madison Street / Fifth Avenue TIF Plan

The following pages or sections of the Plan support the use of TIF Funds for the Project:

- Page 14 of the Plan. Section B (Redevelopment Improvements and Activities). Subsection 4 (Provision of Public Works or Improvements) (Village may provide public improvements and facilities that are necessary to service the Project Area per the TIF Plan and the Comprehensive Plan for the development of the Village as a whole).
- Pages 18 to 19 of the Plan. Section D (Redevelopment Project Costs). Subsection (c), which is the same as cited under the TIF Act above.

The enclosed Ordinance approves and authorizes the appropriation and expenditure of the Madison / Fifth Avenue TIF District Funds to pay for a portion of the Project.

Mike

Enclosures

- cc. Gwaine Dianne Williams, Village Clerk (w/ encls.)
- Chasity Wells-Armstrong, Village Manager (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Angela Smith, Acting Community Development Director (w/ encls.)
- Bill Peterhansen, Village Engineer (w/ encls.)
- Michael A. Marrs, KTJ (w/ encls.)

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM
THE MADISON STREET / 5TH AVENUE TIF DISTRICT FUND,
THE WATER AND GARBAGE FUND, AND THE GENERAL FUND TO PAY FOR
THE MAYWOOD 2021 ALLEY AND ROADWAY IMPROVEMENTS PROJECT
AND AWARD OF CONTRACT TO LOW BIDDER – TRIGGI CONSTRUCTION, INC.
(Low Bid Contract Price: \$2,072,926.00)**

WHEREAS, the President and Board of Trustees (the “Corporate Authorities”) of the Village of Maywood, Cook County, Illinois (the “Village”), in an effort to revitalize the Village’s local economy and provide for the comprehensive and coordinated development of an underutilized and blighted area within the Village, have adopted a redevelopment plan and project, designated a redevelopment project area, and adopted the use of tax increment financing (“TIF”) in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the “Act”), for the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area (the “Project Area”); and

WHEREAS, the Corporate Authorities have determined that, in order to encourage private investment and restore and enhance the tax base of the Village and affected taxing districts, certain blighting and adverse conditions within the Project Area must be removed, certain infrastructure improvements must be made, and the Project Area must be redeveloped; and

WHEREAS, the removal of blight and adverse conditions, the completion of infrastructure improvements and the redevelopment of the Project Area require the expenditure of redevelopment project costs as defined in the Act, as summarized in the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project and Plan (the “Plan”) by the Village; and

WHEREAS, under Ordinance No. CO-2013-12, approved at a public meeting on March 13, 2013, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2020, subject to receipt of year 2020 incremental real estate tax revenues during calendar year 2021; and

WHEREAS, under Ordinance No. CO-2020-39, Ordinance No. CO-2020-40 and Ordinance No. CO-2020-41, approved at a public meeting on December 29, 2020, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2032, subject to receipt of year 2032 incremental real estate tax revenues during calendar year 2033; and

WHEREAS, it is necessary to consider and approve the use of TIF Funds during calendar year 2021 to complete certain infrastructure improvement projects in order to stimulate reinvestment in the Project Area. The Corporate Authorities have identified and approved the completion of the following infrastructure improvement project(s) within the Project Area (collectively, the “Infrastructure Improvement Projects”), using TIF Funds to pay for such Infrastructure Improvement Projects, in whole or in part:

- A. 2021 Alley and Roadway Improvements Project:** Consisting of the improvements as more fully described in the Village Engineer’s Memorandum dated July 1, 2021, and attached hereto as part of Group Exhibit “A”

The funding sources for the Project are the Madison Street / 5th Avenue Tax Increment Financing District Fund (“Madison Street / 5th Avenue TIF District Funds”), the Village’s Water System and Garbage Enterprise Fund, and the General Fund. Based on the location of the Project work, the funding allocation for the Project costs shall be split as follows: 70.7% shall be paid with Madison Street / 5th Avenue TIF District Funds, 22.1% shall be paid with the Village’s Water System and Garbage Enterprise Fund, and 7.2% with the General Fund.

WHEREAS, based on a competitive bidding process, Triggs Construction, Inc. of West Chicago, Illinois (the “Contractor”) was the lowest, responsive, qualified bidder, who submitted a bid to perform the Project work for an amount “not to exceed” Two Million Seventy-Two Thousand Nine Hundred Twenty-Six and 00/100 Dollars (\$2,072,926.00) (“Low Bid Price”); and

WHEREAS, the Corporate Authorities find that it is desirable and in the best interests of the Village residents, property owners, businesses and the public to authorize and cause the expenditure of TIF Funds to complete the Project Improvements within the Project Area, which expenditures will be paid on or after the date of passage of this Ordinance (the “Expenditures”).

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Recitals. The statements set forth in the preambles of this Ordinance are found to be true and correct and are adopted as part of this Ordinance.

SECTION 2: Authority. The Village is a duly constituted and organized home rule municipality, as described in Division 6 of Article VII of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. This Ordinance is adopted in connection with implementing the Plan in accordance with the Act.

SECTION 3: Estimate of Expenditures. The Village intends to incur Expenditures in connection with Project within the Plan and Project Area including, but not limited to, the following:

1. The amount of the Low Bid Price to pay for the costs of construction of the Project.
2. Costs for professional services related to the Project, including but not limited to legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

A Preliminary Estimate of Expenditures to be incurred and reimbursed, in connection with the Project, as provided by the Village Engineer and/or the Village Manager, is as follows: Based on a competitive bidding process, the Contractor submitted the low bid to perform the Project work for an amount "not to exceed" Two Million Seventy-Two Thousand Nine Hundred Twenty-Six and 00/100 Dollars (\$2,072,926.00).

The Bid Opening Results and Recommendation, as set forth in a Memorandum dated July 1, 2021 and prepared by the Village Engineer for the Project, is attached hereto as Group Exhibit "A" and made a part hereof.

SECTION 4: Authorization of Expenditures; Award of Contract. The expenditure of funds from the TIF Fund is authorized up to the amounts set forth in Section 3, or such additional amounts necessary to complete any additional work related to the Project as subsequently approved or authorized by the Corporate Authorities. The President and Board of Trustees award the contract for the Project to the Contractor, the lowest, responsive, qualified bidder, in an amount not to exceed Two Million Seventy-Two Thousand Nine Hundred Twenty-Six and 00/100 Dollars (\$2,072,926.00) ("Low Bid Price").

SECTION 5: Execution and Delivery of Contract and Other Documents. The President and Board of Trustees of the Village of Maywood also authorize the approval and execution of the Construction Agreement, a copy of which is incorporated herein by reference as part of Group Exhibit "A" attached hereto, for the purposes set forth in this Ordinance. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the Construction Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Construction Agreement. The President and Board of Trustees of the Village of Maywood further authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Construction Agreement. The Village Clerk, or his/her designee, shall transmit executed originals or certified copies of all documents, including the Construction Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Construction Agreement.

SECTION 6: Repealer. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 7: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 8: Ratification. All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 9: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

ADOPTED this ____ day of July, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President, and attested to by the Village Clerk, on the ____ day of July, 2021.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this ____ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

Group Exhibit "A"

Bid Opening and Recommendation for the Project

Memorandum dated July 1, 2021

and prepared by the Village Engineer (Edwin Hancock Engineering Company)

(attached)

and

**Construction Agreement with Triggi Construction, Inc.
of West Chicago, Illinois (the "Contractor")**

(incorporated herein by reference)

July 1, 2021

Ms. Chasity Wells-Armstrong
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: 2021 Alley, Roadway and Water Main Improvements Project
Bid Opening Results and Recommendation

Dear Ms. Wells-Armstrong:

Proposals were received for the 2021 Alley, Roadway and Water Main Improvements Project on June 30, 2021 at the Village Clerk's office. Eleven (11) prospective bidders obtained plans and specifications for the project, with the Village receiving proposals from four (4) of the companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Triggi Construction, Inc.	\$ 2,072,926.00
J. Nardulli Concrete, Inc.	\$ 2,113,236.60
M & J Asphalt Paving Company, Inc.	\$ 2,229,943.50
Swallow Construction Company	\$ 2,610,432.18
Engineer's Estimate	\$ 2,439,053.50

The lowest responsive, responsible bidder for this project was Triggi Construction, Inc., of West Chicago, Illinois. Triggi Construction, Inc. is a contractor that has completed work of similar scope recently within the Village of Maywood in 2016, 2018, 2019 and 2020, as well as surrounding communities, including the Village of Oak Park, Village of Carpentersville, and Village of Elmwood Park.

The contract specifies goals for the use of Disadvantaged Business Enterprise (DBE), which provides for contracting opportunities to minority owned businesses (MBE) and women owned businesses (WBE). The DBE Utilization Plan submitted by Triggi Construction, Inc. has been reviewed, and has adhered to the stated contract DBE goal requirements.

Based on previous experience with this contractor, the interview of contractor and subcontractor supplied references from other communities, and the review of their current work under contract, we find that the contractor is qualified to complete the work specified. The contractor also maintains the capacity to complete the project within the specified completion date of December 18, 2021. *We recommend that the Contract for the improvements be awarded to Triggi Construction, Inc., in the amount of Two Million, Seventy-Two Thousand, Nine Hundred Twenty-Six Dollars, and 00/100 (\$2,072,926.00).*

Scope of Improvements - Alley

The scope of work involving alleys includes the installation of an eight-inch (8") concrete pavement over a six-inch (6") aggregate base course and geotechnical fabric, concrete garage aprons and entry sidewalks, drainage improvements including catch basins and storm sewers connecting to the Village system, and landscape restoration.

The alley to be improved consists of the following:

Alley #200 – "L" Shaped Alley between 17th Avenue, 16th Avenue, North Maywood Drive, and Madison Street

Scope of Improvements – Roadway

The scope of work involving roadways includes resurfacing or full pavement reconstruction (dependent upon need), removal and replacement of concrete curb and gutter, replacement of concrete driveways, intermittent replacement of deteriorated sidewalk, placement of ADA compliance roadway crossings, repair/replacement of utility structures as needed, repairs to the combined sewer, replacement of drainage structures and sewer laterals at intersections, landscaping restoration, pavement markings, and other related improvements.

The roadways to be improved consist of the following, with highlights:

1. 3rd Avenue – Prairie Path to Wilcox Street
Approximately 400' linear feet of pavement will be reconstructed. The pavement reconstruction will include the installation of a geotechnical fabric, six-inches (6") of aggregate base course, and an eight-inch (8") thick Portland Cement Concrete pavement designed to carry industrial truck traffic loading. Complete curb and gutter replacement, sidewalk replacement, and parkway restoration will be performed.
2. School Street – 9th Avenue to 6th Avenue
Approximately 900' linear feet of pavement will be reconstructed. The pavement reconstruction will include the installation of geotechnical fabric, six-inches (6") of aggregate base course, and a six-inch (6") hot-mix asphalt pavement section. Complete curb and gutter replacement will be performed, along with driveway aprons.
3. South Maywood Drive – 19th Avenue to 17th Avenue
Approximately 600' linear feet of pavement will be reconstructed. The pavement reconstruction will include the installation of a geotechnical fabric, six-inches (6") of aggregate base course, and a six-inch (6") hot-mix asphalt pavement section. Complete curb and gutter replacement will be performed.
4. Warren Street – 5th Avenue to 4th Avenue
The pavement will be reconstructed between 5th Avenue and the alley east of 5th Avenue, with installation of geotechnical fabric, six-inches (6") of aggregate base course, and six-inches (6") of hot-mix asphalt, with the focus being to address on-street parking needs. Complete curb and gutter, and sidewalk replacement will be performed. The pavement

east of the alley to 4th Avenue will be patched as needed with an eight-inch (8") concrete base course, and then resurfaced with hot-mix asphalt.

5. 7th Avenue – Chicago Avenue to Rice Street, 4th Avenue – Lexington Street to Bataan Drive
Approximately 700' linear feet of pavement will be resurfaced to address an asphalt surface that has failed. The existing pavements will be milled down to the brick base course and resurfaced with 1" of hot-mix asphalt leveling binder and 2" of hot-mix asphalt surface course. The concrete curbs and driveways were recently replaced (1990's) and may remain in place without the expenditure of additional Village Funds.

Scope of Improvements – Water Main Improvements

The water main to be replaced consists of the following, with highlights:

1. Bataan Drive – 13th Avenue to 9th Avenue
Approximately 1,400' linear feet of existing six-inch (6") diameter water main in poor condition will be replaced with a new ten-inch (10") diameter water main. This section of water main has experienced numerous breaks in recent years. It is desired to improve the chokepoint on the Village system and provide improved circulation throughout the south section of town. The new water main will be placed beneath the south sidewalk / south parkway, and abandoning the existing water main in place. New valves, water main connections, fire hydrants, and other related appurtenances will be installed. Restoration of sidewalks, driveways, and landscaping within the south parkway will be performed.

Note that Alley #136 (North-South Alley between 5th Avenue, 4th Avenue, Quincy Street, and Adams Street) has been designed, and will be constructed in 2022 due to the need to relocate ComEd poles within the Right-of-Way and associated timeframe for ComEd to complete the work.

Costs

The project is primarily located within the boundaries of the Madison Street TIF. Certain streets are located outside of the Madison Street TIF and as such they will need to be paid for through use of the general fund. The water main improvements along Bataan Drive are eligible to be paid for through the water fund. A project breakdown of funding eligibility is as follows:

Madison Street TIF:	70.7%
General Fund:	7.2%
Water Fund:	<u>22.1%</u>
	100.0%

We have enclosed a copy of the complete bid tabulations for this project. We are also returning the original bids with a copy of this letter to the Village Clerk.

If you should have any questions, please call our office at your convenience.

July 1, 2021
Page 4 of 4

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

cc: Mr. John West, Director of Public Works
Ms. Gwaine Dianne Williams, Village Clerk

Attachments



VILLAGE OF: Maywood
 BID DATE AND TIME: June 30, 2021 @ 11:00 AM
 PROJECT: 2021 Alley, Roadway and Water Main Improvements
 ENGINEER'S ESTIMATE OF COST: \$2,439,053.50

No.	Items	Unit	Quantity	ENGINEER'S EOC		TRIGGI CONSTRUCTION, INC.		J. NARDULLI CONCRETE, INC.		M & J ASPHALT PAVING COMPANY, INC.		SWALLOW CONSTRUCTION CORPORATION	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	10" Diameter, PVC Water Main (Trench)	Foot	1400	100.00	140,000.00	150.00	210,000.00	150.00	210,000.00	150.00	210,000.00	90.00	126,000.00
2	8" Diameter, Ductile Iron Pipe, Class 52, Water Main	Foot	150	105.00	15,750.00	100.00	15,000.00	100.00	15,000.00	100.00	15,000.00	61.00	9,150.00
3	6" Diameter, Ductile Iron Pipe, Class 52, Water Main	Foot	40	95.00	3,800.00	100.00	4,000.00	100.00	4,000.00	100.00	4,000.00	32.00	1,280.00
4	10" Gate Valve	Each	3	3,000.00	9,000.00	3,750.00	11,250.00	3,750.00	11,250.00	3,750.00	11,250.00	5,500.00	16,500.00
5	8" Gate Valve	Each	4	2,000.00	8,000.00	3,500.00	14,000.00	3,500.00	14,000.00	3,500.00	14,000.00	4,500.00	18,000.00
6	Valve Vault, Type A, 5' Diameter, Type 1 Frame, Closed Lid	Each	3	3,500.00	10,500.00	3,500.00	10,500.00	3,500.00	10,500.00	3,500.00	10,500.00	2,050.00	6,150.00
7	Valve Vault, Type A, 4' Diameter, Type 1 Frame, Closed Lid	Each	4	3,000.00	12,000.00	3,000.00	12,000.00	3,000.00	12,000.00	3,000.00	12,000.00	1,700.00	6,800.00
8	Fire Hydrant with Auxiliary Valve and Box	Each	4	6,000.00	24,000.00	8,500.00	34,000.00	8,500.00	34,000.00	8,500.00	34,000.00	7,500.00	30,000.00
9	Special Ductile Iron Fittings	Pound	3500	4.00	14,000.00	0.10	350.00	0.01	35.00	0.01	35.00	0.01	35.00
10	Restrained Joint, 12"	Each	8	85.00	680.00	1.00	8.00	1.00	8.00	1.00	8.00	0.01	0.08
11	Restrained Joint, 10"	Each	50	80.00	4,000.00	1.00	50.00	1.00	50.00	1.00	50.00	0.01	0.50
12	Restrained Joint, 8"	Each	40	75.00	3,000.00	1.00	40.00	1.00	40.00	1.00	40.00	0.01	0.40
13	Restrained Joint, 6"	Each	45	70.00	3,150.00	1.00	45.00	1.00	45.00	1.00	45.00	0.01	0.45
14	Viton Gasket, 12"	Each	6	225.00	1,350.00	100.00	600.00	100.00	600.00	100.00	600.00	250.00	1,500.00
15	Viton Gasket, 10"	Each	65	200.00	13,000.00	100.00	6,500.00	100.00	6,500.00	100.00	6,500.00	35.00	2,275.00
16	Viton Gasket, 8"	Each	40	175.00	7,000.00	100.00	4,000.00	100.00	4,000.00	100.00	4,000.00	25.00	1,000.00
17	Viton Gasket, 6"	Each	45	150.00	6,750.00	100.00	4,500.00	100.00	4,500.00	100.00	4,500.00	45.00	2,025.00
18	Fire Hydrant to be Removed and Replaced	Each	2	8,000.00	16,000.00	7,000.00	14,000.00	6,950.00	13,900.00	6,950.00	13,900.00	7,500.00	15,000.00
19	Long Water Service, 1" (Open Cut)	Each	1	4,000.00	4,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	2,800.00	2,800.00
20	Water Main Connections at 13th Avenue	Each	1	6,000.00	6,000.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	12,500.00	12,500.00
21	Water Main Connection at 12th Avenue	Each	1	6,000.00	6,000.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	11,500.00	11,500.00
22	Water Main Connection at 11th Avenue	Each	1	6,000.00	6,000.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	11,500.00	11,500.00
23	Water Main Connections at 10th Avenue	Each	1	6,000.00	6,000.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	25,000.00	25,000.00
24	Water Main Connection at 9th Avenue	Each	1	6,000.00	6,000.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	11,500.00	11,500.00
25	Pressure Testing and Disinfection	LS	1	2,500.00	2,500.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	5,800.00	5,800.00
26	Leak Detection	LS	1	5,000.00	5,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,500.00	3,500.00
27	12" Line Stop	Each	2	6,000.00	12,000.00	3,500.00	7,000.00	3,500.00	7,000.00	3,500.00	7,000.00	5,050.00	10,100.00
28	6" Line Stop	Each	4	5,000.00	20,000.00	2,000.00	8,000.00	2,000.00	8,000.00	2,000.00	8,000.00	3,000.00	12,000.00
29	12" Diameter, PVC Combined Sewer Pipe Replacement	Foot	96	275.00	26,400.00	375.00	36,000.00	375.00	36,000.00	375.00	36,000.00	370.25	35,544.00
30	15" Diameter, PVC Combined Sewer Pipe Replacement	Foot	21	350.00	7,350.00	385.00	8,085.00	385.00	8,085.00	385.00	8,085.00	179.75	3,774.75
31	Additional 12" Diameter, PVC Combined Sewer Pipe Replacement	Foot	56	75.00	4,200.00	5.00	280.00	5.00	280.00	5.00	280.00	86.00	4,816.00
32	Additional 15" Diameter, PVC Combined Sewer Pipe Replacement	Foot	8	75.00	600.00	5.00	40.00	5.00	40.00	5.00	40.00	93.50	748.00
33	12" Diameter, PVC Storm Sewer Pipe Replacement	Foot	53	100.00	5,300.00	55.00	2,805.00	55.00	2,805.00	55.00	2,805.00	134.50	6,859.50
34	10" Diameter, PVC Storm Sewer Pipe Replacement	Foot	100	50.00	5,000.00	55.00	5,500.00	55.00	5,500.00	55.00	5,500.00	104.00	10,400.00
35	8" Diameter, PVC Storm Sewer Pipe Replacement	Foot	7	45.00	315.00	65.00	455.00	65.00	455.00	65.00	455.00	125.00	875.00
36	6" Diameter, PVC Sanitary Sewer Service Pipe	Foot	10	50.00	500.00	5.00	50.00	5.00	50.00	5.00	50.00	50.00	500.00
37	Sanitary Service Connection	Each	2	650.00	1,300.00	235.00	470.00	235.00	470.00	235.00	470.00	2,450.00	4,900.00
38	10" Diameter, DIP Storm Sewer Pipe	Foot	110	90.00	9,900.00	75.00	8,250.00	75.00	8,250.00	75.00	8,250.00	83.50	9,185.00
39	12" Diameter, DIP Storm Sewer Pipe	Foot	15	100.00	1,500.00	55.00	825.00	55.00	825.00	55.00	825.00	140.25	2,103.75
40	10" Diameter, PVC Storm Sewer Pipe	Foot	260	65.00	16,900.00	55.00	14,300.00	55.00	14,300.00	55.00	14,300.00	83.75	21,775.00
41	12" Diameter, PVC Storm Sewer Pipe	Foot	115	75.00	8,625.00	55.00	6,325.00	55.00	6,325.00	55.00	6,325.00	118.75	13,656.25
42	8" Diameter, PVC Combined Sewer Pipe Replacement	Foot	34	200.00	6,800.00	350.00	11,900.00	350.00	11,900.00	350.00	11,900.00	200.00	6,800.00
43	Additional 8" Diameter, PVC Combined Sewer Pipe Replacement	Foot	16	50.00	800.00	5.00	80.00	5.00	80.00	5.00	80.00	80.00	800.00
44	Trench Backfill	CuYd	1447	40.00	57,880.00	1.00	1,447.00	1.00	1,447.00	1.00	1,447.00	40.00	57,880.00
45	Frames and Lids to be Adjusted	Each	19	400.00	7,600.00	100.00	1,900.00	100.00	1,900.00	100.00	1,900.00	575.00	10,925.00
46	Structure to be Reconstructed	Each	3	2,000.00	6,000.00	2,650.00	7,950.00	2,650.00	7,950.00	2,650.00	7,950.00	2,500.00	7,500.00
47	Structure to be Removed	Each	3	400.00	1,200.00	100.00	300.00	100.00	300.00	100.00	300.00	750.00	2,250.00
48	Structure to be Abandoned	Each	21	400.00	8,400.00	100.00	2,100.00	100.00	2,100.00	100.00	2,100.00	750.00	15,750.00
49	Restricted Depth Combined Manhole, 4' Diameter, Type 1 Frame, Closed Lid	Each	5	7,500.00	37,500.00	7,000.00	35,000.00	6,950.00	34,750.00	6,950.00	34,750.00	6,500.00	32,500.00
50	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	16	4,500.00	72,000.00	4,000.00	64,000.00	4,000.00	64,000.00	4,000.00	64,000.00	2,800.00	44,800.00
51	10" x 4" Catch Basin Trap and Restrictor	Each	6	600.00	3,600.00	450.00	2,700.00	450.00	2,700.00	450.00	2,700.00	300.00	1,800.00
52	Connection to Existing Structure	Each	13	600.00	7,800.00	50.00	650.00	50.00	650.00	50.00	650.00	3,500.00	45,500.00

53	Frames and Lids	Each	23	400.00	9,200.00	275.00	6,325.00	275.00	6,325.00	275.00	6,325.00	431.00	9,913.00
54	Inlet Filters	Each	44	125.00	5,500.00	100.00	4,400.00	100.00	4,400.00	100.00	4,400.00	125.00	5,500.00
55	Valve Vault to be Abandoned	Each	4	400.00	1,600.00	200.00	800.00	200.00	800.00	200.00	800.00	650.00	2,600.00
56	Exploratory Excavation	Hour	33	500.00	6,500.00	25.00	325.00	25.00	325.00	25.00	325.00	525.00	6,825.00
57	Removal and Disposal of Regulated Substances	CuYd	2240	75.00	168,000.00	0.10	224.00	50.00	112,000.00	71.50	160,160.00	5.00	11,200.00
58	Combination Curb and Gutter Removal	Foot	5080	6.00	30,480.00	7.50	38,100.00	5.10	25,908.00	5.00	25,400.00	2.50	12,700.00
59	Sidewalk Removal	SqFt	19900	2.00	39,800.00	2.00	39,800.00	1.10	21,890.00	1.10	21,890.00	1.00	19,900.00
60	Driveway Pavement Removal	SqYd	975	12.00	11,700.00	15.00	14,625.00	12.00	11,700.00	11.00	10,725.00	5.75	5,606.25
61	Pavement Removal	SqYd	705	15.00	10,575.00	15.00	10,575.00	15.00	10,575.00	12.00	8,460.00	15.00	10,575.00
62	Pavement Removal (Reconstruction)	SqYd	6650	15.00	99,750.00	15.00	99,750.00	12.00	79,800.00	9.00	59,850.00	18.00	119,700.00
63	Pavement Removal (Parking)	SqYd	380	15.00	4,500.00	15.00	4,500.00	15.00	4,500.00	10.00	3,000.00	11.00	3,300.00
64	Earth Excavation	CuYd	1600	42.00	67,200.00	45.00	72,000.00	42.00	67,200.00	33.00	52,800.00	75.00	120,000.00
65	Earth Excavation (Special)	CuYd	90	42.00	3,780.00	50.00	4,500.00	45.00	4,050.00	45.00	4,050.00	65.00	5,850.00
66	Undercut Excavation	CuYd	510	45.00	22,950.00	1.00	510.00	25.00	12,750.00	35.00	17,850.00	15.00	7,650.00
67	Porous Granular Embankment, 3"	CuYd	510	45.00	22,950.00	1.00	510.00	20.00	10,200.00	35.00	17,850.00	15.00	7,650.00
68	Hot-Mix Asphalt Surface Removal, Variable Depth	SqYd	3340	6.00	18,840.00	5.00	15,700.00	5.75	18,055.00	3.50	10,990.00	5.00	15,700.00
69	Incidental Hot-Mix Asphalt Surface Removal	SqYd	130	25.00	3,250.00	17.50	2,275.00	17.00	2,210.00	4.00	520.00	2.25	292.50
70	Class D Patches, 12"	SqYd	275	115.00	31,625.00	110.00	30,250.00	102.00	28,050.00	84.00	23,100.00	116.00	33,900.00
71	Combination Curb and Gutter, Type B-6.12 (Modified)	Foot	5080	30.00	152,400.00	25.00	127,000.00	22.00	111,760.00	26.00	132,080.00	30.00	152,400.00
72	Concrete Curb, Type B	Foot	275	30.00	8,250.00	35.00	9,625.00	30.00	8,250.00	33.00	9,075.00	31.50	8,662.50
73	Portland Cement Concrete Sidewalk, 5"	SqFt	19900	6.50	129,350.00	6.50	129,350.00	5.25	104,475.00	6.25	124,375.00	7.00	139,300.00
74	Detectable Warnings	SqFt	530	35.00	18,550.00	25.00	13,250.00	27.00	14,310.00	28.00	14,840.00	36.00	19,080.00
75	Portland Cement Concrete Driveway Pavement, 7"	SqYd	750	60.00	45,000.00	55.00	41,250.00	58.00	43,500.00	57.00	42,750.00	65.00	48,750.00
76	Portland Cement Concrete Driveway Pavement, 8"	SqYd	385	65.00	25,025.00	60.00	23,100.00	60.00	23,100.00	65.00	25,025.00	67.25	25,891.25
77	Portland Cement Concrete Alley Pavement, 8"	SqYd	475	70.00	33,250.00	65.00	30,875.00	62.00	29,450.00	94.00	44,650.00	72.00	34,200.00
78	Portland Cement Concrete Pavement, 8" (Jointed)	SqYd	2875	75.00	215,625.00	60.00	172,500.00	56.00	161,000.00	79.00	227,125.00	66.75	191,962.50
79	Portland Cement Concrete Base Course, 8"	SqYd	395	65.00	25,675.00	55.00	21,725.00	55.00	21,725.00	67.00	26,465.00	63.50	25,082.50
80	Aggregate Base Course, Type B, 6"	SqYd	7125	8.00	57,000.00	8.50	60,562.50	7.85	55,911.25	8.00	57,000.00	22.00	156,750.00
81	Aggregate Base Course, Type B, 8"	SqYd	300	11.00	3,300.00	10.00	3,000.00	10.00	3,000.00	13.00	3,900.00	18.00	5,400.00
82	Geogrid for Ground Stabilization	SqYd	7525	4.50	33,862.50	2.50	18,812.50	4.15	31,228.75	4.50	33,862.50	4.50	33,862.50
83	Hot-Mix Asphalt Leveling Binder (Machine Method), 1"	Ton	234	92.00	21,528.00	95.00	22,230.00	85.00	19,850.00	81.00	18,954.00	92.00	21,528.00
84	Hot-Mix Asphalt Binder Course, IL 19.D, NS0, (Parking Pavement), 3"	Ton	60	92.00	5,520.00	95.00	5,700.00	94.00	5,640.00	81.00	4,860.00	92.75	5,565.00
85	Hot-Mix Asphalt Binder Course, IL 19.D, NS0, 4"	Ton	940	90.00	84,600.00	78.50	73,790.00	74.00	69,560.00	72.00	67,680.00	78.00	71,880.00
86	Hot-Mix Asphalt Surface Course, Mix D, NS0, 2"	Ton	911	88.00	80,168.00	80.00	72,880.00	78.50	71,513.50	78.00	71,058.00	80.00	72,880.00
87	Hot-Mix Asphalt - Longitudinal Joint Sealant	Foot	1930	5.00	9,650.00	4.00	7,720.00	3.77	7,276.10	3.80	7,334.00	4.00	7,720.00
88	Temporary Hot-Mix Asphalt Pavement	Ton	10	250.00	2,500.00	350.00	3,500.00	225.00	2,250.00	250.00	2,500.00	10.25	102.50
89	Incidental Hot-Mix Asphalt Surfacing	Ton	115	125.00	14,375.00	175.00	20,125.00	175.00	20,125.00	81.00	9,315.00	170.00	19,550.00
90	Bituminous Materials (Tack Coat) SS-1	Gallon	1410	1.50	2,115.00	3.50	4,935.00	2.90	4,089.00	3.00	4,230.00	3.50	4,935.00
91	White Wax Compound	SqYd	4470	1.00	4,470.00	0.10	447.00	1.00	4,470.00	1.00	13,410.00	2.25	10,057.50
92	Topsoil Placement, 4"	SqYd	3660	5.00	18,300.00	5.00	18,300.00	4.00	14,640.00	6.00	21,960.00	2.25	12,735.00
93	Sodding	SqYd	5660	12.00	67,920.00	8.00	45,280.00	8.00	45,280.00	10.00	56,600.00	13.00	73,580.00
94	Remove and Reset Existing Brick Pavers	SqFt	575	10.00	5,750.00	10.00	5,750.00	15.00	8,625.00	18.00	10,350.00	14.25	8,193.75
95	Thermoplastic Pavement Marking - Line 4"	Foot	220	2.00	440.00	3.00	660.00	2.50	550.00	2.00	440.00	3.00	660.00
96	Thermoplastic Pavement Marking - Line 6"	Foot	850	4.00	3,400.00	4.00	3,400.00	3.80	3,230.00	3.00	2,550.00	4.00	3,400.00
97	Thermoplastic Pavement Marking - Line 24"	Foot	210	8.00	1,680.00	16.00	3,360.00	15.00	3,150.00	12.00	2,520.00	16.00	3,360.00
98	Polyurea Pavement Marking, Type I - Line 12"	Foot	75	8.00	600.00	65.00	4,825.00	79.00	5,925.00	50.00	3,750.00	65.00	4,875.00
99	Tree and Brush Removal from along East Side of 3rd Avenue	LS	1	10,000.00	10,000.00	5,000.00	5,000.00	18,000.00	18,000.00	7,500.00	7,500.00	3,000.00	3,000.00
100	Fence Removal and Replacement along East Side of 3rd Avenue	LS	1	10,000.00	10,000.00	15,000.00	15,000.00	25,000.00	25,000.00	29,120.00	29,120.00	8,500.00	8,500.00
101	Sign Panel, Type 1	SqFt	110	25.00	2,750.00	25.00	2,750.00	42.00	4,620.00	15.00	1,650.00	24.00	2,640.00
102	Telescoping Steel Sign Support	Foot	200	15.00	3,000.00	15.00	3,000.00	18.00	3,600.00	11.50	2,300.00	16.50	3,300.00
103	Remove and Reinstall Existing Light Pole	Each	3	600.00	1,800.00	3,750.00	11,250.00	3,698.00	11,094.00	1,350.00	4,050.00	4,500.00	13,500.00
104	Light Standard, Aluminum, 15ft M.H. with Post Top LED Luminaire	Each	1	1,500.00	1,500.00	5,250.00	5,250.00	5,101.00	5,101.00	5,420.00	5,420.00	6,500.00	6,500.00
105	Unit Duct, with 2-1/2" # 8 & 1/2" # 8 Grd, 600V (XLP-Ty Use), 1" Dia. Polyethylene	Foot	700	10.00	7,000.00	22.50	15,750.00	20.60	14,420.00	17.50	12,250.00	21.75	15,225.00
106	Furnish and Install Post Top LED Luminaire on Existing Light Pole	Each	1	600.00	600.00	2,000.00	2,000.00	1,950.00	1,950.00	880.00	880.00	2,500.00	2,500.00
107	Remove Existing Light Pole, No Salvage	Each	1	400.00	400.00	1,000.00	1,000.00	880.00	880.00	700.00	700.00	1,500.00	1,500.00
108	Maintenance of Lighting System	LS	1	750.00	750.00	10,000.00	10,000.00	8,800.00	8,800.00	17,000.00	17,000.00	8,800.00	8,800.00
109	Traffic Control and Protection	LS	1	100,000.00	100,000.00	95,000.00	95,000.00	90,000.00	90,000.00	62,830.00	62,830.00	297,000.00	297,000.00
				TOTAL AMOUNT OF BID		\$2,439,053.50	\$2,072,926.00	\$2,113,236.60	\$2,229,943.50	\$2,610,432.18			

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
TRIGGI CONSTRUCTION, INC. RELATIVE TO
2021 ALLEY, ROADWAY AND WATER MAIN IMPROVEMENTS PROJECT**

AGREEMENT made this ____ day of _____, 2021, by and between the VILLAGE OF MAYWOOD, Cook County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "VILLAGE") and Triggs Construction, Inc., 1975 Powis Rd., POB 235, West Chicago, Illinois 60186-0235, an Illinois Corporation (hereinafter referred to as the "CONTRACTOR").

The VILLAGE and CONTRACTOR agree as set forth below:

1. The CONTRACTOR, for the considerations hereinafter set forth, hereby agrees to and with the VILLAGE, that it will furnish and provide all labor, materials, equipment and services and do all else required to perform and complete the 2021 Alley, Roadway, and Water Main Improvements Project, Village of Maywood, Illinois, Cook County (the "Project"), as set forth in any clarifications or addendums, the Project Specifications and Bidding Documents, and the Project Plans entitled "2021 Alley, Roadway, and Water Main Improvements Project, Village of Maywood, Illinois", prepared by Edwin Hancock Engineering Co., consisting of twenty-five (25) sheets with the latest revision date of June 16, 2021, attached hereto, made a part hereof, and designated as Exhibit "A" and Exhibit "B" respectively (the "Work"). In the event of any conflict or inconsistency between this Agreement and Exhibits the terms of this Agreement shall control.
2. The effective date of this Agreement is the date the VILLAGE executes the Agreement by signing below. The Agreement shall remain in effect until the completion of the Project or until mutually terminated by the parties. The work to be performed under this Agreement shall be commenced within fifteen (15) days of the date of this Agreement and shall be completed on or before December 18, 2021. Upon satisfactory completion of the Project, the VILLAGE'S only continuing obligation is to pay the CONTRACTOR for the work performed in accordance with the terms of this Agreement;
3. The VILLAGE shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, and subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the sum of Two Million Seventy-Two Thousand, Nine Hundred Twenty-Six Dollars and no/100 (\$2,072,926.00). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated June 30, 2021;
4. If the rate of progress is satisfactory to the VILLAGE, payment requests will be submitted by the Contractor to the VILLAGE once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the CONTRACTOR once all required waivers of lien for material suppliers and subcontractors have been submitted to the VILLAGE. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages;
5. This Agreement provides for the performance of a Project within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.";

6. CONTRACTOR will indemnify and hold harmless, protect and defend, at CONTRACTOR'S own cost and expense, the VILLAGE, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the VILLAGE, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of CONTRACTOR, its officers, agents and/or employees, including any of its subcontractors, or arising out of or in performance of any provision of this Agreement or the performance of the work in completing the Project, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree;
7. During the term of this Agreement, CONTRACTOR shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:
 - a. Comprehensive General Liability - \$1,000,000 per occurrence;
 - b. Workers' Compensation - Statutory
 - c. Employer's Liability: \$500,000 per incident.
 - d. Umbrella Coverage - \$1,000,000 per occurrence.
 - e. Automobile Coverage - \$1,000,000 per occurrence.

CONTRACTOR shall furnish to the VILLAGE, prior to commencing any activities under this Agreement, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall list the VILLAGE OF MAYWOOD and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, and EDWIN HANCOCK ENGINEERING COMPANY and its agents and employees as additional insureds on all required insurance policies.

8. Contractor certifies as follows:
 - a. That any work to be performed by it or its contractors on VILLAGE-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
 - b. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
 - c. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).
 - d. In the performance of its obligations pursuant to this Agreement, it shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the foregoing Acts) in the operations conducted by the CONTRACTOR

hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the VILLAGE.

- e. That it shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees, including the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by CONTRACTOR in all its contracts and agreements with any of its subcontractors for work to be performed pursuant to this Agreement. Any contracts entered into by Contractor with subcontractors for work to be performed pursuant to this Agreement must adhere to and require compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- f. CONTRACTOR also agrees to require any subcontractor doing work under this Agreement to agree to adhere to the requirements of this Section.

- 9. CONTRACTOR shall maintain a current, valid VILLAGE business license and shall post with the VILLAGE and keep on file and in force for the duration of this Agreement a contractor's license bond in the amount required by the Village Code.
- 10. The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
- 11. After this Agreement has been signed by CONTRACTOR, the Agreement shall be deemed dated and become effective on the date that the Village President signs the Agreement.

THIS AGREEMENT executed the day and year first written above.

TRIGGI CONSTRUCTION, INC.,
an Illinois corporation

VILLAGE OF MAYWOOD, an Illinois
municipal corporation

By: _____
Title:

By: _____
Nathaniel George Booker, Village President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Title:

By: _____
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK’S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM
THE MADISON STREET / 5TH AVENUE TIF DISTRICT FUND,
THE WATER AND GARBAGE FUND, AND THE GENERAL FUND TO PAY FOR
THE MAYWOOD 2021 ALLEY AND ROADWAY IMPROVEMENTS PROJECT
AND AWARD OF CONTRACT TO LOW BIDDER – TRIGGI CONSTRUCTION, INC.
(Low Bid Contract Price: \$2,072,926.00)**

which was passed by the Board of Trustees of the Village of Maywood at a Regular Meeting of the Board of Trustees held on the ____ day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ____ day of July, 2021.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ____ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

SEAL

RESOLUTION NO. _____

**A RESOLUTION APPROVING EXPENDITURE OF
MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS
FOR OBTAINING AN EASEMENT NECESSARY
FOR THE FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT
IN MAYWOOD, ILLINOIS AT 1718 SOUTH 1ST AVENUE**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") have previously approved, on March 5, 2019, Resolution No. 2019-06: A Resolution Approving And Authorizing Execution Of a Plat of Easement and Expenditures of Madison Street/5th Avenue Tax Increment Financing District Funds for Obtaining the Easements Necessary for the First Avenue Water Main Improvements Project in Maywood, Illinois (Harrison Street to Washington Boulevard); and

WHEREAS, the Village has since obtained signed easements from property owners authorized by the Board and necessary to construct the First Avenue Water Main Improvements Project (the "Project"), has made payments based on recommendations from the Village Engineer, and has bid out the Project; and

WHEREAS, the Project will replace aging water infrastructure and provide properties on First Avenue between Harrison Street and Washington Boulevard with increased water pressure and flow, as well as provide an enhanced water supply to fire hydrants to improve the ability of the Maywood Fire Department to fight fires on First Avenue; and

WHEREAS, while the easements for the most part are straight and adjacent to the sidewalk, the easement the Village seeks on 1718 South 1st Avenue (former Checkers property) (the "1718 South 1st Easement") is more extensive and involves significantly more square footage, and is set back further into the property than others in order to coordinate with IDOT's proposed improvements in the area and so that it would not need to be relocated in coming years; and

WHEREAS, the Village has a particular interest in obtaining the 1718 South 1st Easement to complete the work at 1718 South 1st Avenue in order to reduce Village liability and to reduce the potential for and costs of future emergency water repairs. An emergency water repair (depending upon magnitude) at the present location of the water main could cost between \$15,000 and \$20,000 in emergency traffic control alone due to associated detour requirements of IDOT's Bureau of Traffic, and due to the convergence of Harrison Street, I-290 and 1st Avenue. Additionally, the crew time to make the repair and patch the roadway to IDOT standards could be similar in costs. As a result of the particular interest of the Village in obtaining the 1718 South 1st Easement, and the intrusive nature of the 1718 South 1st Easement on the property compared to other easement properties related to the Project, the Village Engineer has recommended payment of an additional amount of \$6,855.25 to the owner of

1718 South 1st Avenue over and above the \$10,644.75 originally authorized by Resolution No. 2019-06 in order to accomplish the Village's Project goals; and

WHEREAS, in order to obtain the 1718 South 1st Easement from the property owner at 1718 South 1st Avenue, the Village Engineer recommends utilization of funds from the Madison Street / 5th Avenue Tax Increment Financing District Funds ("Madison TIF District Funds") in an amount not to exceed Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00). The cost to the property owner for the 1718 South 1st Easement is an eligible expense that can be paid for with Madison TIF District Funds pursuant to the applicable provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act"); and

WHEREAS, the Project is located entirely within the boundaries of the Madison TIF District; and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the above-referenced sums from the Madison TIF District Funds for the purpose of paying the costs of obtaining the 1718 South 1st Easement, which is necessary for construction of the Project; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve the Plat of Easement and the expenditure of its Madison TIF District Funds for the eligible costs associated with obtaining the 1718 South 1st Easement for the Project pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, and finds that approving the additional funds for the 1718 South 1st Easement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the expenditure of Madison TIF District Funds in an amount not to exceed Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00) to pay for the 1718 South 1st Avenue Easement.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, negotiate, execute and deliver all instruments,

payments and documents that are necessary to facilitate the signatures and payments necessary to obtain the 1718 South 1st Avenue Easement.

ADOPTED this ___ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of _____, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

**A RESOLUTION APPROVING EXPENDITURE OF
MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS
FOR OBTAINING AN EASEMENT NECESSARY
FOR THE FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT
IN MAYWOOD, ILLINOIS AT 1718 SOUTH 1ST AVENUE**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the ___ day of _____, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of _____, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of _____, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

K T J

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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: July 7, 2021
RE: Intergovernmental Agreement with The Metropolitan Water Reclamation District Of Greater Chicago For Design, Construction, Operation And Maintenance Of The Combined Sewer Separation Improvements Project

I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS (Cost Sharing For 2021 I-290 Corridor Storm Relief Project)
(Note: The Agreement is attached to the Resolution as Exhibit "A")

Summary of Agreement, Project and Project Funding

The Agreement with the Metropolitan Water Reclamation District Of Greater Chicago ("District" or "MWRDGC") is a cost sharing arrangement relating to the design, construction, operation and maintenance of the I-290 Corridor Storm Relief Project (the "Project"). The Project consists of sewer designing and engineering for the installation of storm relief sewers in the central area of the Village of Maywood, Illinois. The estimated construction cost of the Project is Five Million Four Hundred Forty Thousand and 00/100 Dollars (\$5,440,000.00).

Under the Agreement, the cost sharing allocation for the construction costs of the Project is a 100% (MWRDGC) / 0% (Village) split. The MWRDGC agrees to reimburse the Village for one hundred percent (100%) of the total construction cost of the Project.

Please note that a redlined version of the Agreement is enclosed for review and action by the Village Board. The District will provide a clean, final version for execution by the Village officials.

A summary of the "Key Provisions and Village Obligations Set Forth in the Agreement" is attached at the end of this Memorandum, which imposes very specific compliance requirements, obligations and penalties on the Village as part of receiving and using the District funds for the Project. Failure to comply with the terms of the Agreement will subject the Village to a denial of Project funds or the return of the District's Project funding.

The Agreement has the following attached Exhibits (some of which contain compliance obligations for the Village):

- Exhibit 1: Project Vicinity Map and Project Conceptual Drawing
- Exhibit 2: MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24
- Exhibit 3: MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA")
- Exhibit 4: Affirmative Action Ordinance, Revised Appendix D
- Exhibit 5: Veteran's Business Enterprise Contracting Policy, Appendix V
- Exhibit 6: M/W/SBE Utilization Plan
- Exhibit 7: VBE Commitment Form
- Exhibit 8: Affirmative Action Status Report
- Exhibit 9: Operation and Maintenance Plan, Inspection Log
- Exhibit 10: Project site property interest documents or Affidavit

If there are any questions, please contact me.

Mike

Enclosures

- cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
- Chasity Wells-Armstrong, Village Manager (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Angela Smith, Acting Director of Community Development (w/ encls.)
- John West, Public Works Director (w/ encls.)
- Bill Peterhansen, Village Engineer (w/ encls.)

**2020 INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE
OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS**

Summary of Key Provisions and Village Obligations Set Forth in the 2020 Intergovernmental Agreement:

NOTE: The Agreement imposes very specific compliance requirements, obligations and penalties on the Village as part of receiving and using the MWRD funds for the Project. Failure to comply with the terms of the Agreement will subject the Village to the return of the District's Project funding. The Agreement has eight (8) attached Exhibits **(some of which contain compliance obligations for the Village):**

Exhibit 1:	Project Vicinity Map and Project Conceptual Drawing
Exhibit 2:	MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24
Exhibit 3:	MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA")
Exhibit 4:	Affirmative Action Ordinance, Revised Appendix D
Exhibit 5:	Veteran's Business Enterprise Contracting Policy, Appendix V
Exhibit 6:	M/W/SBE Utilization Plan
Exhibit 7:	VBE Commitment Form
Exhibit 8:	Affirmative Action Status Report
Exhibit 9:	Operation and Maintenance Plan, Inspection Log
Exhibit 10:	Project site property interest documents or Affidavit

Article 1. Incorporation of Recitals - No Comments.

Article 2. Scope of Work

Section 2: The Village, at its cost, shall prepare the Construction Documents (e.g., drawings, specifications, and details).

Section 4: The Village will provide MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for MWRDGC's approval as to the Public Benefit.

Section 5: Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to MWRDGC on (1) the status and progress of Project design; and (2) the schedule for Bid Advertisement and Award for the Project.

Section 7: Upon award of any Project-related construction contracts, the Village will provide monthly updates to MWRDGC as to (1) construction progress; and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the construction project.

Section 8: After construction, the Village will provide MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.

Section 11: To the extent practicable, the Village, its agents, contractors, or employees will use MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, MWRDGC will provide biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.

Sections 12 and 13: The Village shall publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village.

- The Village shall comply with the applicable standards of the District's Purchasing Act, 70 ILCS 2605/11.1-11.24, and Multi-Project Labor Agreement (See, Exhibits 2 and 3 of the Agreement) when advertising and awarding the construction contracts.
- The Village shall require a "payment bond" and a "performance bond" for all Project-related construction contracts consistent with the applicable standards of Exhibit 2 of the Agreement. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event shall the Village requirements fall below the District's applicable general standards.
- The Village need not include the attached Exhibit 2 as part of its bid documents. However, the Village is responsible for ensuring that these applicable minimum requirements are met. **[NOTE: Exhibit 2 and their obligations should be referenced in and attached to the bid documents.]**

Sections 14 and 17: The Village shall comply with the District's Affirmative Action goals with respect to that portion of the cost of the Project for which the District has contributed funds.

- The determination as to whether the Village has complied with these Affirmative Action goals is solely in the District's discretion. If the Village's fails to fully comply with these Affirmative Action goals, as determined by the District, the District may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to meet the Affirmative Action goal(s).

Section 15: The Village shall comply with the applicable portions of District's Affirmative Action Requirements and Affirmative Action Ordinance (See Exhibit 4 of the Agreement).

- Affirmative Action goals for the Project are: 20% of the total amount of reimbursement to be provided by the District for the Project for Minority-Owned Business Enterprises, 10% of the total amount of reimbursement to be provided by the District for the Project for Women-Owned Business Enterprises, and 10% of the total amount of reimbursement to be provided by the District for the Project for Small Business Enterprises. **[NOTE: Exhibit 4 and its obligations should be referenced in and attached to the bid documents.]**

Section 16: The Village should meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement to be

provided by MWRDGC for the Project should be applied to work performed by Veteran-owned Small Business Enterprises (“VBE”).

Section 18: The Village must comply with the applicable portions of MWRDGC’s Veteran’s Business Enterprise (“VBE”) Contracting Policy Requirements (attached to this Agreement as Exhibit 5).

Section 19: In order to evidence compliance with the District’s Affirmative Action Requirements, the Village must submit the following items to the District’s Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan (**See Exhibit 6 of the Agreement**); and (2) a letter from a certifying agency that verifies the vendors’ MBE/WBE/SBE/VBE status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.

Section 20: Together with each and every Reimbursement Request, the Village must submit to MWRDGC the following: (1) a MBE/WBE/SBE and VBE Status Report (“Status Report”), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.

Section 21: The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

Section 22: The Village, at its cost, shall provide the final design of the Project, land acquisition and remediation, and construction oversight and administrative support for the Project.

Section 23: The Village shall submit an Operation and Maintenance Plan (hereinafter the “O&M Plan”) for the District’s review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 9.

Sections 24 and 25: The District shall reimburse the Village for one hundred and 00/100 percent (100.0%) of the total construction cost of the Project, but in no event will that amount exceed Five Million Four Hundred Forty Thousand and 00/100 Dollars (\$5,440,000.00) (the “Maximum Reimbursement Amount”). All reimbursement provided by the District shall be used exclusively for the construction of the Project. The Village will be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, “construction” shall mean all work necessary to build the Project as depicted in the Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The District shall disburse funds to the Village in accordance with the following schedule:

- a. Twenty-five percent (25%) at receipt of invoices for twenty-five percent (25%) completion of construction of the Facilities.
- b. Twenty-five percent (25%) at receipt of invoices for fifty percent (50%) completion of construction of the Facilities.
- c. Twenty-five percent (25%) at receipt of invoices for seventy-five percent (75%) completion of construction of the Facilities.

Every 30 days from the start of construction until its completion, the Village must submit to the District’s Diversity Administrator the following: (1) an Affirmative Action Status Report (“Status Report”) attached to this Agreement as Exhibit 7; (2) full or partial lien waivers from the participating

MBE/WBE/SBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.

Article 3. Permits and Fees – No Comments.

Article 4. Property Interests

Section 2: Prior to construction, the Village shall acquire any temporary or permanent easements, license agreements, or fee simple title as may be necessary for construction, maintenance, and access to the Project. Any property interests acquired by the Village must be consistent with the District's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5. **[NOTE: Are there any land acquisition issues for the Project?]**

Section 3: Should acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorney fees.

Section 4: The Village shall record all easements, licenses or deeds acquired for the Project.

Section 5: The Village shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for the District in any part of the Project.

Article 5. Maintenance

Section 1: The Village, at its sole cost and expense, will perpetually maintain the separate storm sewers and any other associated appurtenances in accordance with the O&M plan approved by the District.

Section 2: The Village shall conduct annual inspections to ensure adequate maintenance of the Project. The Village shall prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended public benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to the District within thirty (30) days of completion.

Section 3: The District shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.

Section 4: In the event of failure of the Village to maintain the Project as described above to the satisfaction of the District, the District may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, the District may cause such maintenance to be performed and the Village shall pay the District the entire cost the District incurred to perform the required maintenance.

Section 5: In the event of failure of the Village to maintain or operate the Project to provide the intended public benefit, the District may demand that some or all of the funding it provided under this Agreement be returned to the District.

Section 6: In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

Section 1: Bid Advertisement. The Village will provide the District with thirty (30) days' notice prior to Bid Advertisement for the Project.

Article 7. Termination by the Village - No Comments

Article 8. Termination by the District - No Comments

Article 9. Effective Date - No Comments

Article 10. Duration. Subject to termination by the parties, the Agreement remains in full force and effect for perpetuity.

Article 11. Non-Assignment - No Comments

Article 12. Waiver of Personal Liability - No Comments

Article 13. Indemnification - No Comments

Article 14. Representations of the Village - No Comments

Article 15. Representations of the District - No Comments

Article 16. Disclaimers - No Comments

Article 17. Waivers - No Comments

Article 18. Severability - No Comments

Article 19. Necessary Documents

Upon the completion of the Project, the Village shall provide the District with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 20. Compliance With Applicable Laws and Deemed Inclusion of the Same - No Comments

Article 21. Entire Agreement - No Comments

Article 22. Amendments - No Comments

Article 23. References to Documents - No Comments

Article 24. Judicial and Administrative Remedies - No Comments

Article 25. Notices - No Comments

Article 26. Representatives - No Comments

Article 27. Interpretation and Execution - No Comments

Article 28. Exhibits and Attachments - No Comments

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS
(Cost Sharing For 2021 I-290 Corridor Storm Relief Project)**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board" or the "Village"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII, Sections 6 and 6(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (the District" or the "MWRDGC") desires to provide financial assistance to the Village to encourage the completion of the Project because of the public benefits of the stormwater management and flood reduction in this area, which will benefit the MWRDGC's waterworks systems; and

WHEREAS, the estimated cost to complete the Project is Five Million Four Hundred Forty Thousand and 00/100 Dollars (\$5,440,000.00). Under the Agreement (as defined below), the cost sharing allocation for the construction costs of the Project is a 100% (MWRDGC) / 0% (Village) split. The MWRDGC agrees to reimburse the Village for one hundred percent (100%) of the total construction cost of the Project; and

WHEREAS, the Village and the MWRDGC desire to enter into a document entitled, "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS (Cost Sharing For 2021 I-290 Corridor Storm Relief Project)" (the "Agreement"), which will govern the funding of the design and construction of the Project. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to approve and enter into an agreement with the Metropolitan Water Reclamation District of Greater Chicago ("District") entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS (Cost Sharing For 2021 I-290 Corridor Storm Relief Project)" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Board of Commissioners of the District desire to approve and enter into the attached Agreement (Exhibit "A") with the Village; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement (**Exhibit "A"**) and to approve the expenditure of its General Funds, or such other eligible, available public funds, to pay for the construction, operation and maintenance of the Project in accordance with the terms of the Agreement pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and find that entering into the Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood authorize the approval and execution of an agreement with the Metropolitan Water Reclamation District of Greater Chicago ("District") entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS (Cost Sharing For 2021 I-290 Corridor Storm Relief Project)" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees also agree to appropriate and authorize the expenditure of all funds necessary to pay the Village's share of the Project, including the construction, operation and maintenance of alleys, as required by the Agreement. The source of funds to pay for the Village's Project obligations is the Village General Funds or such other eligible, available public funds that the Village appropriates and allocates to the Project.

SECTION 3: The President and Board of Trustees authorize and direct the Village President and Clerk, or their designees, to execute the final version of the Agreement, which may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. The President and Board of Trustees further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Agreement, to the District and all other parties and agencies that are entitled to receive such documents under the Agreement and as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 13th day of July, 2021 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President, and attested by the Village Clerk, on the 13th day of July, 2021.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS
(Cost Sharing For 2021 I-290 Corridor Storm Relief Project)**

(attached)

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION
AND MAINTENANCE OF THE ~~I-290 CORRIDOR VAN BUREN & 5TH AREA~~
STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois (“MWRDGC”), and the Village of Maywood, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (“Village”). Together, MWRDGC and the Village may be referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County is under the general supervision of MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County; and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to Division 110 of Article 11 of the Illinois Municipal Code the Village is empowered to construct and maintain stormwater infrastructure and manage water, sewers, and stormwater within its corporate limits; and

WHEREAS, the Village proposes installing proposed separate storm sewers in an existing combined sewer area that does not have any storm relief in Maywood, Illinois, for the public benefit of reducing flooding in the general area (“Public Benefit”). The proposed storm sewers will reach into a residential area that will be tributary to a future large diameter trunk

storm sewer (to be constructed by IDOT in future years along with a dedicated outfall to the Des Plaines River); and

WHEREAS, the Village intends to design, construct, operate, maintain, and own the proposed stormwater infrastructure; and

WHEREAS, the Village’s plans to construct the proposed stormwater infrastructure may be accomplished more effectively, economically, and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on _____, MWRDGC’s Board of Commissioners authorized MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on _____, the President and Board of Trustees of the Village of Maywood, Cook County, Illinois authorized the Village to enter into an intergovernmental agreement with MWRDGC; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the Village and MWRDGC agree as follows:

Article 1. Incorporation of Recitals

The above recitals are incorporated by reference and made a part of this Agreement.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of the **separate storm sewers**. These improvements (“Project”) are categorized by MWRDGC as “local stormwater infrastructure.”
2. The Village, at its sole cost and expense, will prepare construction drawings, specifications, and details (“Construction Documents”) for the Project.

3. The Project will realize the Public Benefit of helping to alleviate flooding within and around the Project area, as shown in Exhibit 1.
4. The Village will provide MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for MWRDGC's approval as to the Public Benefit.
5. Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to MWRDGC on (1) the status and progress of Project design; and (2) the schedule for Bid Advertisement and Award for the Project.
6. MWRDGC will review and provide written comments to the Village as to the Public Benefit within thirty (30) calendar days of receipt of the thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents. The Village will incorporate MWRDGC's review comments into the Construction Documents.
7. Upon award of any Project-related construction contracts, the Village will provide monthly updates to MWRDGC as to (1) construction progress; and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the construction project.
8. After construction, the Village will provide MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.
9. MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based on MWRDGC's review of the final Construction Documents—including any addenda, change orders, shop drawings, or field changes—it determines that the Project will not provide the intended Public Benefit.
10. Although MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project, which the Village will construct in accordance with the final Construction Documents.
11. To the extent practicable, the Village, its agents, contractors, or employees will use MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, MWRDGC will provide biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.

12. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village will consider and act in general accord with the applicable standards of MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 2), when advertising and awarding the construction contracts. The Village will also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event will the Village's requirements fall below MWRDGC's applicable general standards. Although the Village need not include the attached Exhibit 2 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.
13. The Village agrees that the Project is a "Covered Project" as defined in MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the Village agrees to be obligated as MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the standards for "Covered Projects" detailed in it. Although the attached Exhibit 3 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.
14. The Village must comply with the applicable portions of MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority- and Women-owned Small Business Enterprises (attached to this Agreement as Exhibit 4). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Small Business Enterprises (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to as "participation goals."

15. The Village **must** meet the following participation goals applicable to the Project before construction is completed:
- a. twenty percent (20%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises (“MBE”); and
 - b. ten percent (10%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Women-owned Business Enterprises (“WBE”); and
 - c. ten percent (10%) of the total amount of reimbursement to be provided by MWRDGC for the Project must be applied to work performed by Small Business Enterprises (“SBE”).
16. The Village **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement to be provided by MWRDGC for the Project should be applied to work performed by Veteran-owned Small Business Enterprises (“VBE”).
17. The determination as to whether the Village has complied with the requirements of this Agreement by attaining MWRDGC’s participation goals is solely in MWRDGC’s discretion. If the Village fails to attain each goal as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the participation goal(s).
18. The Village will provide MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Village’s compliance with MWRDGC’s participation goals and requirements.
19. To evidence compliance with MWRDGC’s participation goals, the Village must submit the following items to MWRDGC’s Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE/SBE participation, attached to this Agreement as Exhibit 6 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7; and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/SBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE/SBE Utilization Plan and/or VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or

Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form or certifying letter may result in a payment delay or denial.

20. Together with each and every Reimbursement Request, the Village must submit to MWRDGC the following: (1) a MBE/WBE/SBE and VBE Status Report (“Status Report”), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.
21. The Village will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor’s official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.
22. The Village, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.
23. The Village will submit an Operation and Maintenance Plan (hereinafter the “O&M Plan”) for MWRDGC’s review and approval. The O&M Plan will be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village will operate and maintain the Project in accordance with the O&M Plan.
24. MWRDGC will reimburse the Village for one hundred and 00/100 percent (100.0%) of the total construction cost of the Project, but in no event will that amount exceed Five Million Four Hundred Forty Thousand and 00/100 Dollars (\$5,440,000.00) (the “Maximum Reimbursement Amount”). For purposes of this Agreement, “construction” will mean all work necessary to build the Project as depicted in the Construction Documents. The Village will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the Project. All funding provided by MWRDGC will be exclusively to reimburse the Village for construction of the Project.

25. MWRDGC will disburse funds to the Village in accordance with the following schedule:

- a. ~~Fifteen~~ ~~Twenty-five~~ percent (~~21~~5%) at receipt of Reimbursement Request for fifteen ~~twenty-five~~ percent (125%) completion of construction;
- b. ~~Fifteen~~ Twenty-five percent (~~21~~5%) at receipt of Reimbursement Request for ~~thirty~~fifty percent (~~3~~50%) completion of construction;
- c. ~~Twenty-five~~ ~~Fifteen~~ percent (~~21~~5%) at Receipt of Reimbursement Request for ~~for~~seventy-five percent (475%) completion of construction;
- d. Fifteen percent (15%) at Receipt of Reimbursement Request for sixty percent (60%) completion of construction;
- e. Fifteen percent (15%) at Receipt of Reimbursement Request for seventy-five percent (75%) completion of construction;
- f. Fifteen percent (15%) at Receipt of Reimbursement Request for ninety percent (90%) completion of construction;
- e.g. Ten percent (10%) at Receipt of Reimbursement Request for one hundred percent (100%) completion of construction; and

~~d.h.~~ Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover one hundred and 00/100 percent (100.0%) of the Project cost will be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.

The Village must submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting its respective completion percentage, through seventy-five percent (75%) completion, and within sixty (60) calendar days of final completion for the final reimbursement cost. MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. MWRDGC may opt to not pay any late Reimbursement Request or invoices.

26. MWRDGC's Maximum Reimbursement Amount under this Agreement is based on the funding amount that MWRDGC's Board of Commissioners approved and appropriated for the calendar year in which the Agreement is executed. Any additional funding from MWRDGC beyond that which was approved and appropriated for the initial calendar year is subject to the approval of MWRDGC's Board of Commissioners.

27. The Village is responsible for all other Project costs including engineering, property acquisition, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by MWRDGC.
28. As a condition for reimbursement, the Village must submit copies of construction invoices to MWRDGC for review along with the respective Reimbursement Requests.
29. MWRDGC may terminate this Agreement if: ~~(a) the Village does not award construction of the Project within one (1) year from the date of execution of the IGA; or (b) the Project is not completed in accordance with the Construction Documents within two (2) years of the Village's initial award of a construction contract related to the Project.~~ four (4) years from the date of execution of the IGA. If the MWRDGC elects to terminate this Agreement based on expiration of the ~~two (2)~~ four (4) year completion period, then the Village must return all funds provided by MWRDGC within fourteen (14) calendar days of termination. In its sole discretion, MWRDGC may approve an extension prior to the expiration of the ~~four (4)~~ one (1) ~~year award period or two (2)~~ year completion period for delays outside the Village control and where the Village made good faith efforts to advance the project.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village will obtain all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

1. If the Project Site is located entirely within a right of way or perpetual easement or on other property represented to be owned solely by and within the Village, prior to execution of this Agreement, the Village must have an enforceable property interest in the Project site and provide proof of that interest to MWRDGC. If the Project site is situated entirely in a right of

way or perpetual easement or on other property owned solely by and within the Village, and no proof of dedication, perpetual easement, or ownership is available, the Village may request and submit the form affidavit that MWRDGC will provide which must be executed by an authorized officer of the Village. Acceptance of the affidavit is at the MWRDGC's discretion. Exhibit 10 appended to this Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.

2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Village will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project site as well as construction and maintenance of the Project. Any property interests acquired by the Village must be consistent with MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5 of this Agreement.
3. Should acquisition of property interests via condemnation be necessary, the Village will incur all associated costs, including purchase price and/or easement fee as well as any attorney's fees.
4. The Village will record all easements, licenses, or deeds acquired for the Project.
5. The Village will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for MWRDGC in any part of the Project.
6. The Village may not lease the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third-party during the term of the IGA without the MWRDGC's prior written approval. The Village must provide the MWRDGC with at least sixty (60) days' written notice of the date on which it intends to execute a lease.
7. The Village may not sell or transfer ownership of the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, during the term of the IGA without the MWRDGC's prior written approval. The Village must provide the MWRDGC with sixty (60) days' written notice of the date on which it intends to sell or transfer the property.

Article 5. Maintenance

1. The Village, at its sole cost and expense, will perpetually maintain the **separate storm sewers** and any other associated appurtenances in accordance with the O&M plan approved by MWRDGC.
2. The Village must conduct annual inspections to ensure adequate maintenance of the Project. The Village will prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report must either be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to MWRDGC within thirty (30) calendar days of completion, and the Village must submit annual reports to MWRDGC by December 31st of each following year.
3. MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of MWRDGC, MWRDGC may issue a thirty (30) day written notice by certified or registered mail or electronic mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, MWRDGC may cause such maintenance to be performed and the Village will pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance.
5. In addition to paragraph 4 above, if the MWRDGC determines that the Village has failed to maintain the Project's improvements to provide the intended Public Benefit, MWRDGC may require the Village to repay some or all the funding that MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of the MWRDGC.
6. In performing its obligations under this Article, the Village will comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

1. Bid Advertisement. The Village will provide MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.

2. Construction. The Village will provide MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:

- Start of work
- Substantial completion
- Completion of work

Article 7. Termination by the Village

Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to MWRDGC in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project. The Village will return all Project-related funds received from MWRDGC no later than fourteen (14) calendar days following its termination of the Agreement.

Article 8. Termination by MWRDGC

Prior to Bid Advertisement of the Project, MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Effective Date

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

Article 10. Duration

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement will remain in full force and effect for perpetuity.

Article 11. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

Article 12. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 13. Indemnification

The Village will defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents (“MWRDGC Party”) from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 14. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village’s allocated funds as described in Article 2 are separate from and in addition to the funds MWRDGC will provide under this Agreement.

Article 15. Representations of MWRDGC

MWRDGC covenants, represents, and warrants as follows:

1. MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of MWRDGC are duly authorized to sign on behalf of and to bind MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of

the terms or provisions of or constitute a default under any agreement of MWRDGC or any instrument to which MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 16. Disclaimers

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between MWRDGC and any party other than the Village.

Article 17. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 18. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 19. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village will provide MWRDGC with a full-sized copy of "As-Built" drawings for the Project. The drawings will be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 20. Compliance with Applicable Laws and Deemed Inclusion of Same

The Parties agree to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement will comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.

Article 21. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

Article 22. Amendments

This Agreement cannot be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 23. References to Documents

All references in this Agreement to any exhibit or document will be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 24. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent Amendment will be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is an appropriate court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of MWRDGC or the Village will be cumulative, and election by MWRDGC or the Village of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 25. Notices

Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices will be sent by personal delivery, overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent electronically by email, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the project by stating as follows: "IGA between the Village of Maywood and MWRDGC for the Van Buren & 5th Area Storm Relief Project."

The Parties must address all notices referred to in this Agreement, or that either Party desires to give to the other, as set forth in Article 26, unless otherwise specified and agreed to by the Parties.

Article 26. Representatives

Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement.

For MWRDGC:
Director of Engineering
Metropolitan Water Reclamation District of
Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
Email: oconnorc@mwrdd.org

For the Village:
Planner / Zoning Officer
Edgar Lara

40 West Madison Street
Maywood, IL 60153
Phone: (708) 450-4411
Email: elara@maywood-il.org

Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative’s name, address, telephone number, and email address.

Article 27. Interpretation and Execution

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement in quadruplicate with original signatures unless the Parties otherwise agree.

Article 28. Exhibits and Attachments

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- Exhibit 1:** Project Vicinity Map and Project Conceptual Drawing
- Exhibit 2:** MWRDGC’s Purchasing Act, 70 ILCS 2605/11.1-11.24
- Exhibit 3:** MWRDGC’s Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) (“MPLA”)
- Exhibit 4:** Affirmative Action Ordinance, Revised Appendix D
- Exhibit 5:** Veteran’s Business Enterprise Contracting Policy, Appendix V
- Exhibit 6:** M/W/SBE Utilization Plan

- Exhibit 7:** VBE Commitment Form
- Exhibit 8:** Affirmative Action Status Report
- Exhibit 9:** Operation and Maintenance Plan, Inspection Log
- Exhibit 10:** Project site property interest documents or Affidavit

The Metropolitan Water Reclamation District of Greater Chicago and the Village of Maywood, have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the last attested date.

VILLAGE OF MAYWOOD

BY: Nathaniel George Booker ~~Name of~~

~~Authorized Officer and Title~~

ATTEST:

~~Name and Title~~ Gwaine Dianne Williams, Village Clerk —

Date _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Executive Director

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS
(Cost Sharing For 2021 I-290 Corridor Storm Relief Project)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 13th day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 13th day of July, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this __ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

MEMO

Date: July 6, 2021

To: Village of Maywood

Attn: Ms. Chasity Wells-Armstrong, Village Manager

Cc: Mr. John West, Director of Public Works
Ms. Angela Smith, Interim Director of Community Development

From: Bill Peterhansen, P.E., CFM

Re: Flood Mitigation
Cook County Subrecipient Agreement
MWRD Intergovernmental Agreement

The Village has received Agreements from both MWRD and Cook County with proposed funding in an effort to address flooding issues in the Village.

Background and Need

A series of meetings have been held between the Village of Maywood, Cook County, IDOT, and MWRD, going back to 2016. Over the past 5+ years, we have continued to request funds and governmental programs to address the need for separate storm sewers in the Village of Maywood. Basement backups from the combined sewers are the most common type of flooding that the community experiences, particularly in areas without storm sewers. The existing combined sewer system does not have the capacity to handle typical rain events. The sections of the Village between Harrison Street and the Illinois Prairie Path as well as the area between Harvard Street/Bataan Drive/1st Avenue/13th Avenue are in dire need as they are not served by storm relief sewers. The need also correlates with information obtained from FEMA's flood claim database and historical record of flood claims.

Recent Activity

- The Village submitted an application to **Cook County** for CDBG-Disaster Relief funds (CDBG-DR) as relates to the April 17-18, 2013 storm event where approximately seven (7) inches of rain fell over the course of 18 hours.
- The Village submitted an application to **MWRD** for the Stormwater Partnership Program, which also documented the residential losses from the April 2013 storm event.
- Furthermore, **IDOT** has completed its Preliminary Engineering Study of the I-290 Improvements and has provided a letter of intent outlining the installation of a large diameter trunk storm sewer (at no cost to the Village) along both Harrison Street and Bataan Drive to both serve I-290 drainage needs

as well as the adjacent areas of the Village. IDOT's storm sewer will discharge to the Des Plaines River.

The intention has been to reach a partnership with all of the above entities and thereby piece together a large scale drainage improvement program for the Village of Maywood, with limited cost to the Village.

The proposed CDBG-DR Subrecipient Agreement provides \$639,000 (100%) of funding for preliminary and design engineering to study the entire area described above and depicted on the attached "Storm Sewer Concept Plan" (Phases I through IV), with no Village match required. The agreement also includes 100% completion of final design plans, specifications, and construction bidding documents for Phase I.

The proposed MWRD IGA provides \$5,440,000 (100%) of funding to construct separate storm sewers within the Phase I boundaries, with no Village match required.

The above work could be performed in advance of IDOT completing the I-290 Improvements, and allow for the Village local extension storm sewers to be connected to IDOT's proposed storm sewer when fully operational in future years. The above IGA's would address the first of many steps in a long term project. Note that there are three (3) other phases of storm sewer separation to occur upon funding availability as depicted in the attachment, with a total remaining construction cost of 17.4 million dollars.

Benefit

The primary benefit of the project is to significantly reduce basement sewer backups. The secondary benefit is to reduce street flooding. There are approximately 1,605 residential households that would directly serve to benefit from storm sewer improvements as proposed within the entire area of study, with 336 residential structures located within the Phase I area. Note the entire area of study and future improvement includes 46,500 linear feet or 8.8 miles.

Note that the benefit would be realized in future years when the new storm sewers can be connected to the IDOT trunk sewer. The IDOT trunk sewer has been designed to carry a 10% annual chance storm (10 year storm), with tributary area reaching north to Van Buren Street and south to Lexington Street. For reference, a 10% annual chance storm includes 2.42" of rain over 1 hour or 5.15 of rain over 24 hours. Due to the recent increase in rainfall intensities over the past 10 years, the rainfall data has been revised by the Illinois State Water Survey and the industry will be "upsizing" design volumes accordingly. The capacity of storm sewer extensions to the north and south of those limits will be further reviewed in the Hydraulic Analysis portion of the preliminary engineering. It is expected that some pavement ponding would be anticipated in storm events greater than the 5% to 10% annual chance range, however the storm water would be better served to pond on the street pavement for a short duration instead of entering basements.

Other benefits include a reduction in losses and presumed increase in property values. The surrounding areas of the Village would also serve to benefit by the increased EAV, lack of disruption, reduced health risks, and reduction in demand of municipal public services. A reduction in burden on Public Works would be realized and allow for their focus on other important items such as maintenance of the water system, roadways, and lighting.

Furthermore, by completing the preliminary and design engineering, the project would be considered "shovel ready" and more attractive to receiving additional grants for construction in the years to come.

A majority of the area of improvement is located in low-to-moderate income census tract blocks that are considered in need per Cook County.

Schedule

The preliminary and design engineering will need to be completed within eighteen (18) months from the receipt of the Authorization to Incur Grant Costs from the County.

The construction portion needs to be completed within four (4) years from date of execution of IGA with MWRD.

Anticipated Schedule:

Village to enter Qualification Based Selection (QBS) process for professional services:	July 2021
IGA and Subrecipient Agreement Approval:	September 2021
Engineering Agreement Approval:	October 2021
Begin Preliminary and Design Engineering:	November 2021
Complete Preliminary and Design Engineering:	March 2023
Begin Construction:	April 2023
Complete Phase I Construction:	August 2024

Funding

The funding will come at 100% for both agreements with no Village match required. The Village will need to be able to pay for costs up front with reimbursement obtained incrementally in areas as outlined in the agreements. Note that the Construction Engineering portion of the project is currently unfunded and will require funds at that time.

Action

At this time the agreements are in the attorney review phase. We, along with the Village attorney have reviewed and provided minor comments for the concurrence of MWRD and Cook County. Upon final response from MWRD and Cook County, the agreements may be brought forward to the Board for consideration and approval via resolution.



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mtjurusik@ktjlaw.com
DD 312-984-6432

www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: July 7, 2021
**RE: Community Development Block Grant Program ("CDBG") --
CDBG Grant Subrecipient Agreement between County of Cook and the Village of
Maywood for Design Engineering Services for the Maywood Relief Storm Sewer
Program**

I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

1. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF COOK AND THE VILLAGE OF MAYWOOD (Note: The Agreement is attached to the Resolution as Exhibit "A").
2. Hancock Memorandum dated April 30, 2021 regarding the Agreement.

The enclosed Resolution approves a subrecipient agreement with Cook County for an allocation of funds from the 2020 Program Year of the Community Development Block Grant Program ("CDBG") to pay for design engineering services by the Village Engineer for the installation of storm relief sewers that will benefit the Village of Maywood in the area of: North of the Eisenhower Expressway bounded by Harrison Street, South Maywood Drive/Prairie Path, 21st Avenue and 1st Avenue, as well as South of the Eisenhower Expressway bounded by Harvard Avenue, Bataan Drive, 13th Avenue and 1st Avenue (the "Project"). The engineering work will allow the Village to move to the construction phase for the relief sewers. IDOT, at its cost, is planning to install a main trunk line storm sewer that the Village will be able to connect its storm relief sewers to. The estimated cost of the engineering services for the Project is Six Hundred Thirty-Nine Thousand and 00/100 Dollars (\$639,000.00). Under the Agreement, the cost sharing allocation for the Project is a 100% (CDBG) / 0% (Village) split.

If there are any questions, please contact me.

Mike

Enclosures

- cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
Chasity Wells-Armstrong, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Angela Smith, Acting Director of Community Development (w/ encls.)
John West, Public Works Director (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)

MEMO

Date: April 30, 2021

To: Village of Maywood

Attn: Mr. Willie Norfleet, Jr., Village Manager

Cc: Mr. John West, Director of Public Works
Mr. David Myers, Director of Community Development

From: Bill Peterhansen, P.E., CFM

Re: Sewer Separation Funding - Flood Mitigation
Cook County Subrecipient Agreement
MWRD Intergovernmental Agreement

The Village has received Agreements from both MWRD and Cook County with proposed funding in order to address flooding issues in the Village.

Background and Need

A series of meetings have been held between the Village of Maywood, Cook County, IDOT, and MWRD, going back to 2016. Over the past 5+ years, we have continued to request funds and governmental programs to address the need for separate storm sewers in the Village of Maywood. Basement backups from the combined sewers are the most common type of flooding that the community experiences, particularly in areas without storm sewers. The existing combined sewer system does not have the capacity to handle typical rain events. The sections of the Village between Harrison Street and the Illinois Prairie Path as well as the area between Harvard Street/Bataan Drive/1st Avenue/13th Avenue are in dire need as they are not served by storm relief sewers. The need also correlates with information obtained from FEMA's flood claim database and historical record of flood claims.

Recent Activity

- The Village submitted an application to **Cook County** for CDBG-Disaster Relief funds (CDBG-DR) as relates to the April 17-18, 2013 storm event where approximately seven (7) inches of rain fell over the course of 18 hours.
- The Village submitted an application to **MWRD** for the Stormwater Partnership Program, which also documented the residential losses from the April 2013 storm event.
- Furthermore, **IDOT** has completed its Preliminary Engineering Study of the I-290 Improvements and has provided a letter of intent outlining the installation of a large diameter trunk storm sewer (at no cost to the Village) along both Harrison Street and Bataan Drive to both serve I-290 drainage needs

as well as the adjacent areas of the Village. IDOT's storm sewer will discharge to the Des Plaines River.

The intention has been to reach a partnership with all of the above entities and thereby piece together a large scale drainage improvement program for the Village of Maywood, with limited cost to the Village.

The proposed CDBG-DR Subrecipient Agreement provides \$639,000 (100%) of funding for preliminary and design engineering to study the entire area described above and depicted on the attached "Storm Sewer Concept Plan" (Phases I through IV), with no Village match required. The agreement also includes completion of final design plans, specifications, and construction bidding documents for Phase I.

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Benefit

The primary benefit of the project is to significantly reduce basement sewer backups. The secondary benefit is to reduce street flooding. There are approximately 1,605 residential households that would directly serve to benefit from storm sewer improvements as proposed within the entire area of study, with 336 residential structures located within the Phase I area. Note the entire area of study and future improvement includes 46,500 linear feet or 8.8 miles.

Note that the benefit would be realized in future years when the new storm sewers can be connected to the IDOT trunk sewer. The IDOT trunk sewer has been designed to carry a 10% annual chance storm (10 year storm), with tributary area reaching north to Van Buren Street and south to Lexington Street. For reference, a 10% annual chance storm includes 2.42" of rain over 1 hour or 5.15 of rain over 24 hours. Due to the recent increase in rainfall intensities over the past 10 years, the rainfall data has been revised by the Illinois State Water Survey and the industry will be "upsizing" design volumes accordingly. The capacity of storm sewer extensions to the north and south of those limits will be further reviewed in the Hydraulic Analysis portion of the preliminary engineering. It is expected that some pavement ponding would be anticipated in storm events greater than the 5% to 10% annual chance range, however the storm water would be better served to pond on the street pavement for a short duration instead of entering basements.

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Anticipated Schedule:

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Complete Phase I Construction:	August 2024

Funding

The funding will come at 100% for both agreements with no Village match required. The Village will need to be able to pay for costs up front with reimbursement obtained incrementally in arears as outlined in the agreements. Note that the Construction Engineering portion of the project is currently unfunded and will require funds at that time.

Action

At this time we are in the process of providing comments to the terms of the agreements and have provided these documents to the Village Attorney for his review and comment. Upon completion of the attorney review period, the agreements may be brought forward to the Board for consideration and approval via resolution.

RESOLUTION NO. R-2021 - _____

**A RESOLUTION
AUTHORIZING AND APPROVING THE EXECUTION OF
A COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF COOK AND THE VILLAGE OF MAYWOOD
(2021 I-290 Corridor Storm Relief Project)**

WHEREAS, the Village of Maywood (the "Village" or the "Recipient") has been awarded a grant (the "Grant") from Cook County for an allocation of funds during the 2020 Program Year under the Community Development Block Grant Program ("CDBGP") in order to complete a capital improvement within the Village described as follows: Design and Engineering for Maywood relief storm sewer program in the central section of the Village, and consists of designing and engineering for the installation of storm relief sewers in the central area of the Village; installation of a tributary storm sewer and providing temporary connection to the combined sewer until the main trunk line storm sewer is completed (the "Project"); and

WHEREAS, the total estimated Project cost is \$639,000.00. Under the attached Community Development Block Grant Disaster Recovery Program Subrecipient Agreement (the "Subrecipient Agreement"), the Village will receive \$639,000.00 of CDBGP Funds, which can be used only to pay for the Project's construction work. The Village is obligated to pay a \$00.00 matching contribution relative to the Project construction work and also pay \$00.00 for the design engineering services and construction management services fees associated with the Project. The Village's matching and contribution funds for the Project will be paid with General Corporate Funds of the Village; and

WHEREAS, the Village agrees to approve and enter into the attached Subrecipient Agreement with Cook County, wherein Cook County agrees to provide CDBGP Funds to the Village in an amount not to exceed Six Hundred Thirty-Nine Thousand and No/100 Dollars (\$639,000.00), which shall be used for completion of the Project, all in accordance with the terms and conditions set forth in the Subrecipient Agreement. A copy of the Subrecipient Agreement is attached hereto as Exhibit "A" and is on file with the Village Clerk's Office; and

WHEREAS, the Village will use the Grant Funds solely and exclusively for eligible activities in connection with the Project and for no other purpose; and

WHEREAS, the President and Board of Trustees of the Village deem it to be in the best interests of the Village, its residents, business owners, property owners and the public to accept the Grant and enter into the Subrecipient Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village authorize the approval and execution of the Community Development Block Grant Disaster Recovery Program Subrecipient Agreement (the "Subrecipient Agreement") (Exhibit "A") to be entered into with Cook County for the purposes stated in the Subrecipient Agreement, and further approve the expenditure of the CDBGP Funds and the General Corporate Funds to pay for the Project construction costs and the professional engineering services to be performed by the Village Engineer in regard to the Project.

SECTION 3: The President and Board of Trustees of the Village of Maywood further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, accept the Grant Funds and execute and deliver such additional documents, instruments and certificates as may be necessary or desirable for the Village to perform its obligations under the Subrecipient Agreement. The Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, are authorized and directed to transmit executed originals or certified copies of all documents, including the Subrecipient Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Subrecipient Agreement.

SECTION 4: The President and Board of Trustees of the Village ratify, authorize, confirm and approve all documents and instruments executed in connection with the Grant and the Subrecipient Agreement, including those acts taken prior to the date hereof.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 13th day of July, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 13th day of July, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwiane Dianne Williams, Village Clerk

Exhibit "A"

**COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM SUBRECIPIENT AGREEMENT
(2021 I-290 Corridor Storm Relief Project)**

(attached)

**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
PROGRAM SUBRECIPIENT AGREEMENT**

THIS SUBRECIPIENT AGREEMENT, made and entered into as of the _____ day of _____, 2021, by and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and the Village of Maywood, a municipal corporation and home rule unit of local government organized and existing under Article VII section 6 of the 1970 Constitution of the State of Illinois (hereinafter referred to as the "Subrecipient").

W I T N E S S E T H:

WHEREAS, the United States government has appropriated funds to provide assistance for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 USC 5121 et seq.) ("Stafford Act"). Furthermore, the Disaster Relief Appropriations Act, 2013 (Pub. L 113-2, approved January 29, 2013) ("Appropriations Act") made funds from Community Development Block Grant Funds to be administered through the United States Department of Housing and Urban Development ("HUD") also known as Community Development Block Grant Disaster Recovery ("CDBG-DR"); and

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive funds pursuant to the Appropriations Act; and,

WHEREAS, the COUNTY plans for the CDBG-DR funds to be used in the following core aspects of disaster recovery – planning, housing, infrastructure, and economic development, all projects shall be subject to the following Federal Registers: 78 FR 14329 Published March 5, 2013; 78 FR 23578 Published April 19, 2013; 78 FR 32262 Published May 29, 2013; 78 FR 69104 Published November 18, 2013; 78 FR 76154 Published December 16, 2013; 79 FR 17173 Published March 27, 2014; 79 FR 31864 Published June 3, 2014; 79 FR 40133 Published July 11, 2014; 80 FR 1039 Published January 8, 2015; 80 FR 17772 Published April 2, 2015; 80 FR 26942 Published May 11, 2015; 80 FR 72102 Published November 18, 2015; 81 FR 7567 Published February 12, 2016; and 81 FR 54114 Published August 15, 2016, as amended from time to time and which are incorporated herein by reference as if fully set out herein; and

WHEREAS, the Subrecipient is a Municipality, it derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.); and

WHEREAS, the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; and

WHEREAS, the County has the authority to enter into such agreements under the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. which authorizes public agencies, which includes units of local government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and [Delete these paragraphs if non-profit]

WHEREAS, the Subrecipient, with a DUNS Number **074381526** has elected to participate in the County's Community Development Block Grant Disaster Recovery ("CDBG-DR") Program under the aforesaid Appropriations Act and the County has the right and authority under said Act to allocate a portion of its

funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the following purpose (including any special provisions) and has approved the project (hereinafter "Project") as described in the Subrecipient's Project Summary, attached hereto as Exhibit "B" which includes a detailed description of the work, a complete budget and schedule for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **Project numbers 2013-DR-IN-R4-10.**)

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Exhibits and Attachments.

A The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. Certificate of Lobbying (Exhibit "A")
2. Project Summary (Exhibit "B") – contains Scope and Budget
3. Subrecipient Agreement Amendment(s), as applicable (Exhibit "C")
4. Schedule, as applicable (Exhibit "D")
5. Content, as applicable (Exhibit "E")

Execution of this Agreement by the Subrecipient means agreement and compliance with the certifications, assurances and administrative requirements contained in herein.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Disaster Recovery Program Procedures and Operations Guide (hereinafter referred to as the "Guide"), as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Guide or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG-DR Program, the term "Subgrantee" as used in forms, documents, other agreements, and contracts or as used in the Guide shall mean Subrecipient.

3. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A The uniform administrative requirements set out in 24 CFR 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR 570.604 and 24 CFR Part 52.
- C. Financial Management
 1. Accounting Standards. The Subrecipient agrees to comply with 24 CFR 85.20-28 [NOTE: use this for UGLGs; change to reference 24 CFR 84.20-26 for non-profits] and agrees to

adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principals. The Subrecipient shall administer its program in conformance with Omni-Circular Title 2 CFR Part 200 et. al. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

D. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG-DR assistance;
- e. Records required to document compliance with 24 CFR 570.606 regarding acquisition, displacement, relocation and replacement housing;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR Program;
- g. If applicable, documentation to demonstrate compliance with the citizen participation requirements under 24 CFR Section 91.105.
- h. Financial records as required by 24 CFR 570.502, and 24 CFR 85.20-26;
- i. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Disclosure

The Subrecipient understands that client information collected under this contract is confidential and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, written consent of a responsible parent/guardian.

3. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: a.) making final payments, b.) disposing of program assets (including the return of all unused materials, equipment, and accounts receivable to the County, and c.) determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-DR funds, including program income.

The Subrecipient must report on the expenditure of all funds provided by the County, and if applicable, the Subrecipient's required matching funds. The Subrecipient is responsible for taking the necessary steps to correct any deficiencies disclosed by the Final Performance Report required below, including such action as the County, based on its review of the Report, may direct.

4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and Omni Circular.

E Reporting and Payment Procedures

1. Program Income

If applicable, the Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-DR funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will reimburse the Subrecipient from funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Performance Reports

- a. In addition to any other documents specified in this Agreement, the Subrecipient must submit the following reports and information in accordance with the provisions hereof.
- b. Performance Reports. Beginning with the third month of each quarter after the Subrecipient Agreement was signed (i.e., April, July, October and January), the Subrecipient must submit a Performance Report, in a format provided by the County, accounting for expenditures and project activity incurred for the three months prior. Grants in excess of \$25,000 require, at a minimum, the filing of quarterly reports

describing the progress of the program, Project, or use and the expenditure of the funds related thereto. These reports are due no later than the 10th day of the month and will be necessary every three months until the Project is complete. Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the County.

- c. Final Performance Report. The Subrecipient must complete and submit a Final Performance Report on forms provided by the County with the final payment request. This report must summarize expenditure of all Funds and activities completed during the term of the Agreement. The Subrecipients's failure to comply with the Close-out requirements set forth herein will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Funds disbursed to the Subrecipient. The Subrecipient's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the County or in any other legal proceeding.
- d. Additional Information Upon request by the County, the Subrecipient must, within the time directed by the County, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to back up other information provided by the Subrecipient (i.e., cost estimates, timesheets for invoices, change order information, procurement results and award recommendations etc.).
- e. Failure to Submit Reports. In the event the Subrecipient fails to timely submit any reports required under this Agreement, the County may withhold or suspend the distribution of funds until said reports are filed and approved by the County.

F. Procurement

1. Requirements

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of Omni Circular Title 2 CFR Part 200 et. al, and 24 CFR 85.36.

The Subrecipient shall comply with County policy concerning maintaining inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

2. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

G. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR Sections 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG-DR program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-DR funds used to acquire the equipment]. This applies to any materials salvaged from demolition and other activities funded under this Grant.

4. Agreement to Undertake the Project; Grant Award.

- A. The Subrecipient agrees to undertake the work and activities described herein and in its Project Summary (See Exhibit B and/or Exhibit C).
- B. The County hereby agrees to make a grant for a sum not to exceed the CDBG-DR budget amount identified in Exhibit B (or Exhibit C as applicable upon amendment of this Agreement). The Subrecipient agrees to abide by the Housing and Community Development Act of 1974, as amended (the "Act") and to use said funds solely for the purpose of paying for Project numbers **2013-DR-IN-R4-10** in accordance with the approved Project Summary attached hereto as Exhibit B (or Exhibit C). NO FUNDS MAY BE INCURRED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE AUTHORIZATION TO INCUR GRANT COSTS.

5. Assurances.

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also, the Subrecipient gives assurances and certifies with respect to the grant that:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program and that it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;
- B. Prior to submission of its application to Cook County, if applicable, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR 91.105.
- C. It has developed a housing and community development plan, if applicable, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D. It is consistent with the County's currently adopted Consolidated Plan (Con Plan) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of the Housing and Community Development Act of 1974 and the Cranston-Gonzalez National Affordable Housing Act, as amended, and that any activities to be assisted with CDBG-DR funds be consistent with the Con Plan.

- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program and in accordance with the County's Anti-Displacement and Relocation Plan.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee under Section 108 of the Housing and Community Development Act of 1974, as amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.
- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
 - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
 - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
 - 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
 - 3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
 - 4. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
 - 5. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Part 60, as amended;
 - 6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;
 - 7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
 - 8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 - 9. The labor standards requirements as set forth in 24 CFR 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not

- limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 11. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
 12. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.
- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR 570.608, as both are now or hereafter amended.
- L. No CDBG-DR funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- M. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations. The Subrecipient certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- N. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).
- O. The Subrecipient will comply with the Duplication of Benefits requirements under 42 U.S.C. 5155 and 76 FR 71060 prohibiting any person, business or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which he has received financial assistance under any program or from insurance or any othersource.
- P. The Subrecipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4)
- Q. The Subrecipient certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of Cook County or the State of Illinois, nor has Subrecipient or any of its employees made an admission of guilt of such conduct.
- R. The Subrecipient will monitor construction to assure that necessary contractor's affidavits and waivers of mechanics' liens are obtained prior to release of County funds to such contractors and subcontractors.

- S. The Subrecipient agrees to adhere to the requirements of County Ordinance, Section 34-369, "Required compliance with child support orders by applicants". Any financial assistance provided to an individual benefitting from this Agreement requires that each individual complete a child support affidavit and the Subrecipient shall submit the completed affidavit to the County for verification and approval before releasing funds to that individual.

6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.

- A. **EQUAL EMPLOYMENT OPPORTUNITY.** The signatory to this Agreement understands and agrees that it is a Subrecipient of the CDBG-DR program of the County of Cook and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the United States Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, national origin, ancestry, marital status, handicap or unfavorable discharge from military service, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein, as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient shall adhere to the following requirements:

1. The requirements of Title VIII of Civil Rights Act of 1968, 42 U.S.C. 3601-3619 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d) and implementing regulations issued at 24 CFR Part 1, as amended.
2. The prohibitions against discrimination on the basis of age under the Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101-6107); the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8; and the prohibitions against discrimination against those with disabilities under the Americans with Disabilities Act (42 U.S.C. Section 12101, et. seq.).
3. The requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued under the Order at 41 CFR Part 60.
4. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 135, as amended from time to time.
5. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.
6. The Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).
7. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work, provided, however, that if the Subgrantee so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.
8. It will assist and cooperate actively with the County or HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development, State of Illinois, and the County.

9. It will furnish the County or HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County or HUD in the discharge of primary responsibility for securing compliance.
10. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and 24 CFR Part 24.
11. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD.
12. In the event that it fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, or may refer the case to HUD or other appropriate agency for appropriate legal proceedings.
13. It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).
14. Pursuant to 24 CFR 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Part 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.
15. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of this section and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants foremployment.

B. MINORITY AND WOMEN OWNED BUSINESSES. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process in compliance with 24 CFR 85.36(e). The construction shall be done by bonded contractors acceptable to the CDBG Program and must comply with the affirmative goal of using minority and women-owned businesses (MBE/WBE) which is currently set at 24% MBE and 10% WBE for public works or capital projects and 25% MBE and 10% WBE for all other projects, based upon the current County ordinance. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals; and National Objective.

- A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws,

rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements.

- B. The Subrecipient understands and agrees that their activities and programs under the CDBG-DR program are designed to address the needs of low-income areas or individuals, if applicable, and that their performance and progress will be measured to that end. Performance reports are due to the County as described in Section 3.E.subparagraph 4 of this Agreement, at a date determined by the County. The Subrecipient is required to submit the final performance report with the last payment request. The Subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG-DR funding requests in jeopardy. The County reserves the right to deny requests for future funding, in part or in whole, due to the failure to comply with the stated rules and regulations.
- C. **National Objectives.** Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG-DR funds must meet one of three national objectives pursuant to 24 CFR 570.208, and Sections 101(c), 104(b)(3) and 105(c) of the Housing and Community Development Act of 1974.
 - 1. Benefit low and moderate income people in the following categories;
 - a. Area benefit activities
 - b. Limited clientele activities
 - c. Housing activities
 - d. Job creation
 - 2. Aid in the prevention or elimination of slum and blight; and
 - 3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate- income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

- D. Subrecipient may assess reasonable fees for the use of the facilities or services associated with this project; however such fees must not be excessive as to exclude low and moderate income persons from making use of the facilities or services. (24 CFR 570.200(b)(2).

8. Conflict of Interest.

A conflict of interest exists if a Subrecipient's officers, directors, agents, employees or family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Subrecipient must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

- A. The Subrecipient understands and agrees that no director, officer, agent or employee (or their family members) of the Subrecipient may:
 - 1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;

2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract.

- B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee (or their family members) of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minutes of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

For the purposes of this paragraph, pursuant to 24 CFR 570.611(b), these conflict of interest provisions applies only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG-DR activities assisted under the County program;
 2. are in a position to participate in a decision making process or gain inside information with regard to such activities;
 3. may obtain personal or financial interest or benefit from the activity; or
 4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.
- C. The Subrecipient agrees and understands that it and its officers, agents or employees (or their family members) must abide by all provisions of 24 CFR 570.611, and of 24 CFR 85.36 or 24 CFR 84.42, as applicable.
- D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this paragraph 8 in all contracts or subcontracts entered into pursuant to this Agreement.
- E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to paragraph 22 of this Agreement and may take any of the actions set out therein.
- F. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR 570.611(C).
- G. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

9. Environmental Review Procedures; Authority to Use Grant Funds.

The County and the Subrecipient shall adhere to the following schedule, as applicable:

- A. The County Planning and Development staff will undertake the required environmental review for the Project, except as specifically provided herein.
- B. Upon completion of the environmental review under 24 CFR Part 58, the County shall assume the responsibility for obtaining the request for release of funds ("RRF") pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.
- C. Upon receipt of the "Authority to Use Grant Funds" from U.S. Department of Housing and Urban Development under 24 CFR Part 58, the County shall notify the Subrecipient.
- D. After issuance of the "Authority to Use Grant Funds", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Disaster Recovery Program Procedures and Operations Guide, and, where necessary, the handbooks set out in section 2.B. of this Agreement.

10. Lobbying.

The Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
- C. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- D. Lobbying Certification

Located in Exhibit A is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Hatch Act: Davis Bacon.

- A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq.) and The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5.

12. Copyright.

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

13. Religious Activities.

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibit by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

14. Environmental Conditions.

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air, 42 U.S.C., 7401, et seq;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Watershed Management

The Subrecipient certifies that the Project will adhere to all requirements set forth with the Metropolitan Water Reclamation District's (MWRD) Watershed Management Ordinance. The Subrecipient acknowledges that the MWRD may, from time to time, inspect the Project to ensure continued compliance with the aforementioned Act or any permit issued thereunder. In the event that the Project does not remain in compliance with the Ordinance or any permit issued thereunder, such noncompliance shall constitute a breach of this Agreement, and failure to cure the breach within (sixty 60) days after notice thereof may result in the termination of this Agreement.

D Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it nor its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, leach, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the property in violation of any currently applicable environmental laws.

The Subrecipient agrees to confirm that in relation to any property funded under this Grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable environmental laws from the property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of environmental laws nor any request for information pursuant to section 204(e) of the Comprehensive Environmental Response, Compensation, and Liability Act with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the property if removal or remediation is prudent), all cost of determining whether the property is in compliance

and causing the property to be in compliance with all applicable environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

F. Green Construction

The Subcontractor agrees that for all competitive Bids for Public Works Contracts budgeted for \$2,000,000.00 or more, the Bid Documents shall comply with the requirements of County Ordinance Chapter 30, Environment, Article IX, Green Construction, Section 30-952, Emission Reduction, and any Contract resulting therefrom shall include all provisions required by Chapter 30, Article IX, Section 30-955.

15. Time to Start Project; Time to Finish Project.

The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Authorization to Incur Grant Costs" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "Authorization to Incur Grant Costs" is issued.

The Subrecipient represents to the County that the aforesaid Project shall be completed within twelve (12) months from the receipt of the "Authorization to Incur Grant Costs" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County.

16. Records Maintenance.

- A. The Subrecipient shall maintain during the term of this Agreement and for a period of five (5) years after close-out of the Grant as provided in paragraph 25 below complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: a general ledger that supports the costs charged to the CDBG-DR program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).
- B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG-DR funds to necessitate such reviews and audits.

17. Return of Funds and Accounts Receivables; Expiration of Project.

The Subrecipient agrees that, upon the expiration of this Agreement, it shall transfer to the County all CDBG-DR funds on hand and all accounts receivable attributable to the use of CDBG-DR funds which funds and accounts receivable are traceable to this Agreement.

18. Prohibition on Assignment or Transfer of Agreement or Funds.

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 22 of this Agreement including any of the actions set out therein.

19. Blank Forms and Documents.

The Subrecipient shall, upon request of the County, submit any and all forms, documents, agreements and contracts to the County for review to determine compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

20. Obligation for Costs and Future Projects.

- A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the Grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG-DR funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.
- B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.
- C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.
- D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 22 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.

21. Indemnification.

- A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection

with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

- B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.
- C. The Subrecipient shall, at its expense, defend the County against all claims asserted by any person that anything provided by the Subrecipient under this Agreement infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.
- D. The indemnification obligations under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.
- E. If the County is the prevailing party in any proceeding to enforce the terms of this Agreement, the County has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant funds.

22. Suspension or Termination of Agreement.

- A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:
 - 1. has not complied with or is not complying with;
 - 2. has failed to perform or is failing to perform; or
 - 3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, the County may:
 - a. suspend or terminate this Agreement in whole or in part by written notice, and/or;
 - b. demand refund of any funds disbursed to the Subrecipient;
 - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
 - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
 - e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - f. withhold further awards for the program;
 - g. take other remedies legally available; or
 - h. take appropriate legal action.

- B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph C.
- C. The County may send written notice to the Subrecipient suspending or terminating the Agreement, in whole or in part effective immediately, if it determines, in its sole discretion that the Subrecipient has including but not limited to:
 - 1. used or is using fraudulent, coercive or dishonest practices;
 - 2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
 - 3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit B hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.
- D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:
 - 1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or
 - 2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Sections 85.43 or 85.44(a) and demand a refund of any funds disbursed to the Subrecipient .
- E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.
- F. The Subrecipient agrees that upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Subrecipient or their contractors under this Contract shall, at the option of the County, become County (and/or County designee) property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Further, all work completed under this Agreement becomes the property of the County (and/or County designee) upon expiration or termination of this Agreement.

23. Notice.

Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. Notice and communications under this Agreement shall be sent to the respective parties as follows:

TO THE COUNTY: Susan Campbell, Director
Cook County Department of Planning and Development
69 W. Washington, 29th Floor
Chicago, IL 60602

TO THE SUBRECIPIENT: Edwenna Perkins, Mayor
125 South 5th Avenue
Maywood, Illinois 60153

24. Signage.

The Subrecipient shall prepare and erect appropriate signage to indicate the County's participation in the Project and the source of funds for the Project, subject to the prior approval of the County. If this Agreement provides funding from HUD, such signage shall be consistent with criteria established by HUD. In general, this requirement is anticipated to apply to capital improvement and residential development projects. The Subrecipient will ensure that signs are prepared according to the requirements and specifications for signage set forth in the Cook County Community Development Block Grant Disaster Recovery Program Procedures and Operations Guide. The Subrecipient shall include such requirements and specifications in any bid documents with contractors who shall prepare and erect all signage according to such specifications.

25. Effective Date; Close Out of Grant.

This Agreement shall be effective on the date noted above, and shall continue in effect for all periods in which the Subrecipient has control over CDBG-DR funds including program income, and until this project is closed out in accordance with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

26. Payroll Benefits.

The Subrecipient shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

27. Binding Authority.

The individuals executing this Agreement on behalf of the COUNTY and the SUBRECIPIENT represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

28. Entire Agreement and Savings Clause.

- A. This Agreement sets forth all the covenants, conditions and promises between the COUNTY and the SUBRECIPIENT with regard to the matters set forth herein, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.
- B. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps,

actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

- C. Any modification of any of the terms and conditions of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department of Planning and Development or her designee.

[THE REMAINDER OF THIS PAGE IS PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

BY: _____ Susan M. Campbell
Dir. of Dept. of Planning and Development (Signature) Printed Name Date

Attest: _____
Cook County Clerk (Signature) Printed Name Date

County Seal:

Approved as to Form: _____
Assistant State's Attorney (Signature) Printed Name Date

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed Name) Date

Approved as to Form: _____
Subrecipient Attorney (Signature) Subrecipient Attorney (Printed Name) Date

EXHIBIT A

**CERTIFICATE REGARDING LOBBYING
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM
COUNTY OF COOK**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperation agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction contemplated in the Community Development Block Grant Disaster Recovery Program SUBRECIPIENT AGREEMENT bearing this same date ("Agreement") was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name)

Date: _____

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed)

Date: _____

Subrecipient Seal:



EXHIBIT B - PROJECT SUMMARY

Community Development Block Grant - Disaster Recovery

Planner Tim Kleist

SUBRECIPIENT Village of Maywood

ADDRESS 40 Madison Street CITY Maywood ZIP 60153

Edgar Lara 708-450-4411 elara@maywood-il.org
 PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM	IDIS No.	PROJECT TITLE
2013-DR-IN-R4-10		Design/Engineering for Maywood Relief Storm Sewer Program

Eligibility Citation	Award Amount	Additional Amount	Transfers into Project	Total Budget Summary	Award Match
570.201 (c)	\$639,000.00			639,000.00	<input type="text"/>

SUMMARY PROJECT DESCRIPTION: Design/engineering for relief sewers including dedicated storm sewers in a mid-central section of the Village

Eligibility:

LMI <input type="checkbox"/> Does Not Apply <input checked="" type="checkbox"/> Area Benefit <input type="checkbox"/> Limited Clientele	Slum Blight <input checked="" type="checkbox"/> Does Not Apply <input type="checkbox"/> Area <input type="checkbox"/> Spot	Is Acquisition Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--	---

Census Tracts	Block Groups	L/M Income %
8177	3	45.9%
8177	4	62.4%
8176	1	52.0%
8177	2	54.3%
8176	3	34.3%
8176	2	67.0%

Above block groups combine to 53.06% low-mod, so Area Benefit will be used.

NARRATIVE:

Awarded Location
 Central section of the Village north of the Eisenhower Expressway bounded by Harrison Street, South Maywood Drive/Prairie Path, 21st Avenue and 1st Avenue, as well as south of the Eisenhower Expressway bounded by Harvard Avenue, Bataan Drive, 13th Avenue and 1st Avenue.

AWARDED Project Description
 Provide design/engineering for the installation of storm relief sewers in the above awarded location within the central area of the Village. This engineering work will allow the Village to move to the construction phase for the relief sewers. IDOT is planning to install a main trunk line storm sewer that the Village of Maywood would be able to connect storm relief sewers to. The Village will install the tributary storm sewers as soon as funding allows and provide a temporary connection to the combined sewer until the main trunk line storm sewer is completed. The relief sewers with the temporary connection could still restrict the flow into the combined sewer and provide for temporary basement backup relief until they can be permanently connected to the main trunk line storm sewer.

Specific Anticipated Accomplishments
 Perform complete topographic survey of the awarded location, preliminary engineering, create plan drawings with contract documents / detailed specifications for the construction of independent storm relief sewers to mitigate basement backup flooding and reduce pavement and street flooding, and prepare and submit permits to regulatory agencies. The section of the project between Harrison Street, Prairie Path, 12th Avenue, and 1st Avenue will be considered "shovel ready" upon completion of the design engineering and is anticipated to be constructed utilizing a combination of MWRD and Cook County funds. The remainder of the project will be designed to 75% completion and await additional construction funds to submit final permits and provide final specifications as relate to proposed construction phasing of the project.

Environmental Review Amendment 867 Amendment Date Planner Tim Kleist

PROJECT COMPLETION SCHEDULE

Month 1

Village to approve IGA with Cook County

Month 2

Village to select Engineer / approve design engineering agreement

Month 3

Topographic Survey and Data Collection

Month 4

Topographic Survey, Data Collection, and Drafting
Subsurface Exploration and Environmental Clearances

Month 5

Topographic Survey, Data Collection, and Drafting
Preparation of Preliminary Design and Hydraulic Analysis

Month 6

Preparation of Preliminary Design and Hydraulic Analysis

PROJECT COMPLETION SCHEDULE

Month 7

Preparation of Preliminary Plans, Specifications, and Estimates of Cost

Month 8

Preparation of Preliminary Plans, Specifications, and Estimates of Cost

Month 9

Preparation of Final Plans, Specifications, and Estimates of Cost

Month 10

Preparation of Final Plans, Specifications, and Estimates of Cost

Month 11

Permit Preparation and Submittals

Month 12

Permit Resubmittals, and Final Approval

STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

<u>NAME AND POSITION</u>	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
N/A					
TOTAL SALARIES:					

REMINDER
NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.

LINE ITEM BUDGET

PROJECT ACTIVITY:

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	_____	_____	_____
Single-Family Rehabilitation	_____	_____	_____
Economic Development	_____	_____	_____
Demolition/Clearance	_____	_____	_____
Acquisition	_____	_____	_____
Relocation	_____	_____	_____

TOTAL PROJECT ACTIVITY:

Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.

PROJECT DELIVERY: *(You are encouraged to use CDBG Funds for salaries only.)*

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	_____	_____	_____
Office Rent/Utilities	_____	_____	_____
Postage	_____	_____	_____
Printing (Rental Equipment)	_____	_____	_____
Publication/Notices	_____	_____	_____
Project Travel @ \$.565 per mile OR current IRS rate.	_____	_____	_____
Other: _____	_____	_____	_____
Other: _____	_____	_____	_____

Professional Services: *(Need to be Procured if using CDBG Funds.)*

Architect	_____	_____	_____
Engineering	639,000	0	639,000
Legal	_____	_____	_____
Accounting (except Single Audit)	_____	_____	_____
Other: _____	_____	_____	_____
Other: _____	_____	_____	_____

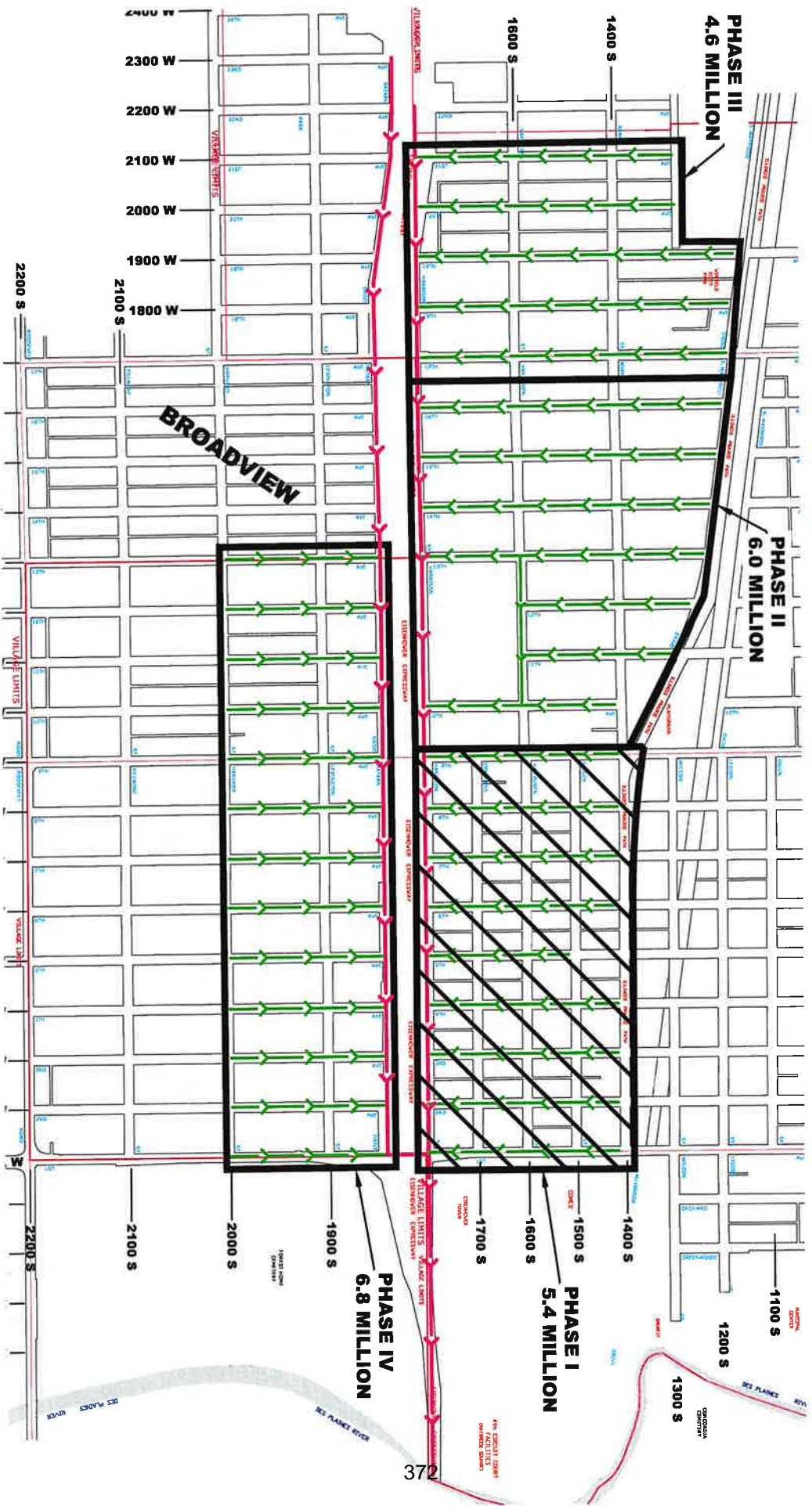
TOTAL PROJECT DELIVERY:

CDBG Grand Total	Match Grand Total	GRAND TOTAL ALL
639,000	0	639,000



VILLAGE OF MAYWOOD

STORM SEWER CONCEPT PLAN



PHASE I AREA - PROPOSED LOCAL IMPROVEMENTS



PROPOSED TRUNK LINE SEWER (TO BE INSTALLED BY IDOT)



PROPOSED LOCAL STORM SEWER EXTENSIONS (BETWEEN 15" AND 24" DIA.)

EXHIBIT 1

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2021 - _____

**A RESOLUTION
AUTHORIZING AND APPROVING THE EXECUTION OF
A COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF COOK AND THE VILLAGE OF MAYWOOD
(2021 I-290 Corridor Storm Relief Project)**

which Resolution was passed by a roll call vote the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 13th day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 13th day of July, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ____ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

MEMO

Date: July 6, 2021

To: Village of Maywood

Attn: Ms. Chasity Wells-Armstrong, Village Manager

Cc: Mr. John West, Director of Public Works
Ms. Angela Smith, Interim Director of Community Development

From: Bill Peterhansen, P.E., CFM

Re: Flood Mitigation
Cook County Subrecipient Agreement
MWRD Intergovernmental Agreement

The Village has received Agreements from both MWRD and Cook County with proposed funding in an effort to address flooding issues in the Village.

Background and Need

A series of meetings have been held between the Village of Maywood, Cook County, IDOT, and MWRD, going back to 2016. Over the past 5+ years, we have continued to request funds and governmental programs to address the need for separate storm sewers in the Village of Maywood. Basement backups from the combined sewers are the most common type of flooding that the community experiences, particularly in areas without storm sewers. The existing combined sewer system does not have the capacity to handle typical rain events. The sections of the Village between Harrison Street and the Illinois Prairie Path as well as the area between Harvard Street/Bataan Drive/1st Avenue/13th Avenue are in dire need as they are not served by storm relief sewers. The need also correlates with information obtained from FEMA's flood claim database and historical record of flood claims.

Recent Activity

- The Village submitted an application to **Cook County** for CDBG-Disaster Relief funds (CDBG-DR) as relates to the April 17-18, 2013 storm event where approximately seven (7) inches of rain fell over the course of 18 hours.
- The Village submitted an application to **MWRD** for the Stormwater Partnership Program, which also documented the residential losses from the April 2013 storm event.
- Furthermore, **IDOT** has completed its Preliminary Engineering Study of the I-290 Improvements and has provided a letter of intent outlining the installation of a large diameter trunk storm sewer (at no cost to the Village) along both Harrison Street and Bataan Drive to both serve I-290 drainage needs

as well as the adjacent areas of the Village. IDOT's storm sewer will discharge to the Des Plaines River.

The intention has been to reach a partnership with all of the above entities and thereby piece together a large scale drainage improvement program for the Village of Maywood, with limited cost to the Village.

The proposed CDBG-DR Subrecipient Agreement provides \$639,000 (100%) of funding for preliminary and design engineering to study the entire area described above and depicted on the attached "Storm Sewer Concept Plan" (Phases I through IV), with no Village match required. The agreement also includes 100% completion of final design plans, specifications, and construction bidding documents for Phase I.

The proposed MWRD IGA provides \$5,440,000 (100%) of funding to construct separate storm sewers within the Phase I boundaries, with no Village match required.

The above work could be performed in advance of IDOT completing the I-290 Improvements, and allow for the Village local extension storm sewers to be connected to IDOT's proposed storm sewer when fully operational in future years. The above IGA's would address the first of many steps in a long term project. Note that there are three (3) other phases of storm sewer separation to occur upon funding availability as depicted in the attachment, with a total remaining construction cost of 17.4 million dollars.

Benefit

The primary benefit of the project is to significantly reduce basement sewer backups. The secondary benefit is to reduce street flooding. There are approximately 1,605 residential households that would directly serve to benefit from storm sewer improvements as proposed within the entire area of study, with 336 residential structures located within the Phase I area. Note the entire area of study and future improvement includes 46,500 linear feet or 8.8 miles.

Note that the benefit would be realized in future years when the new storm sewers can be connected to the IDOT trunk sewer. The IDOT trunk sewer has been designed to carry a 10% annual chance storm (10 year storm), with tributary area reaching north to Van Buren Street and south to Lexington Street. For reference, a 10% annual chance storm includes 2.42" of rain over 1 hour or 5.15 of rain over 24 hours. Due to the recent increase in rainfall intensities over the past 10 years, the rainfall data has been revised by the Illinois State Water Survey and the industry will be "upsizing" design volumes accordingly. The capacity of storm sewer extensions to the north and south of those limits will be further reviewed in the Hydraulic Analysis portion of the preliminary engineering. It is expected that some pavement ponding would be anticipated in storm events greater than the 5% to 10% annual chance range, however the storm water would be better served to pond on the street pavement for a short duration instead of entering basements.

Other benefits include a reduction in losses and presumed increase in property values. The surrounding areas of the Village would also serve to benefit by the increased EAV, lack of disruption, reduced health risks, and reduction in demand of municipal public services. A reduction in burden on Public Works would be realized and allow for their focus on other important items such as maintenance of the water system, roadways, and lighting.

Furthermore, by completing the preliminary and design engineering, the project would be considered "shovel ready" and more attractive to receiving additional grants for construction in the years to come.

A majority of the area of improvement is located in low-to-moderate income census tract blocks that are considered in need per Cook County.

Schedule

The preliminary and design engineering will need to be completed within eighteen (18) months from the receipt of the Authorization to Incur Grant Costs from the County.

The construction portion needs to be completed within four (4) years from date of execution of IGA with MWRD.

Anticipated Schedule:

Village to enter Qualification Based Selection (QBS) process for professional services:	July 2021
IGA and Subrecipient Agreement Approval:	September 2021
Engineering Agreement Approval:	October 2021
Begin Preliminary and Design Engineering:	November 2021
Complete Preliminary and Design Engineering:	March 2023
Begin Construction:	April 2023
Complete Phase I Construction:	August 2024

Funding

The funding will come at 100% for both agreements with no Village match required. The Village will need to be able to pay for costs up front with reimbursement obtained incrementally in areas as outlined in the agreements. Note that the Construction Engineering portion of the project is currently unfunded and will require funds at that time.

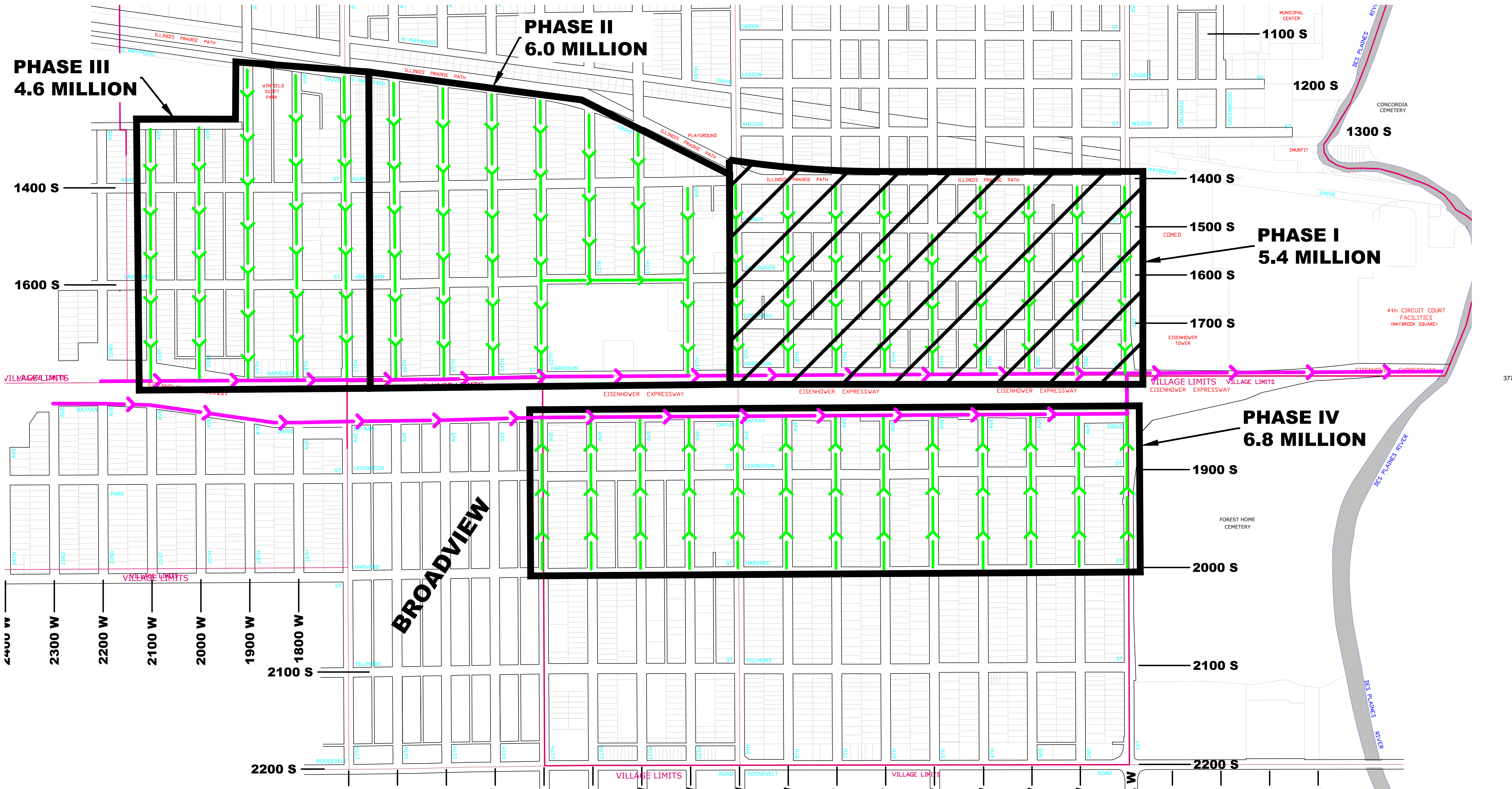
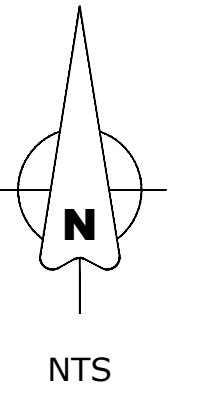
Action




At this time the agreements are in the attorney review phase. We, along with the Village attorney have reviewed and provided minor comments for the concurrence of MWRD and Cook County. Upon final response from MWRD and Cook County, the agreements may be brought forward to the Board for consideration and approval via resolution.



VILLAGE OF MAYWOOD

STORM SEWER CONCEPT PLAN



-  **PHASE I AREA - PROPOSED LOCAL IMPROVEMENTS**
-  **PROPOSED TRUNK LINE STORM SEWER (TO BE INSTALLED BY IDOT)**
-  **PROPOSED LOCAL STORM SEWER EXTENSIONS (BETWEEN 15" AND 24" DIA.)**



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mtjurusik@ktjlaw.com
DD 312-984-6432

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: July 7, 2021
RE: Bid Summary and Recommendation for Award of Warren Roadway Improvements Project Contract (CDBG Funds)

Per the request of the Village Engineer, I have enclosed the following documents for review, consideration and action at the July 13, 2021 Village Board Meeting:

1. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD AND J. NARDULLI CONCRETE, INC. IN THE AMOUNT OF \$448,081.90 TO COMPLETE THE WARREN ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF CDBG FUNDS AND GENERAL FUNDS TO PAY FOR THE WORK
2. Hancock Engineering Memorandum dated June 29, 2021, regarding the Bid Opening Results and Recommendation for the Project (attached to the Ordinance as Group Exhibit "A").

Project and Scope of Work

For Project additional details, please refer to the Village Engineer’s Memorandum dated June 29, 2021 (attached to the Ordinance as Group Exhibit "A"). The Project to be constructed consists of the reconstruction of Warren Street from the west Village limits to 19th Avenue, for a total length of 2½ blocks. The completed Project will most closely resemble that of recently improved Warren Street from 19th Avenue to 17th Avenue.

As determined by the Village staff and the Village Engineer after completing the bid review and evaluation process, J. Nardulli Concrete, Inc. of Cicero, Illinois (the “Contractor”) submitted the lowest qualified and responsive bid to complete the Project.

The fee payable to J. Nardulli Concrete, Inc. to complete the Project is a “not-to-exceed” bid price of Four Hundred Forty-Eight Thousand Eight-One and 90/100 Dollars (\$448,081.90).

The funding sources to pay for the Project are as follows:

- A grant from the Community Development Block Grant (“CDBG”) in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).
- General Corporate Funds in the amount of Two Hundred Forty-Eight Thousand Eighty-One and 90/100 Dollars (\$248,081.90).

If there are any questions, feel free to contact me.

Mike

Enclosures

cc. Gwaine Dianne Williams, Village Clerk (w/ encls.)
Chasity Wells-Armstrong, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Angela Smith, Acting Community Development Director (w/ encls.)
Bill Peterhansen, Village Engineers (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2021-_____

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD AND J. NARDULLI CONCRETE, INC. IN THE AMOUNT OF \$448,081.90 TO COMPLETE THE WARREN ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF CDBG FUNDS AND GENERAL FUNDS TO PAY FOR THE WORK

WHEREAS, based on a competitive bidding process, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to hire J. Nardulli Concrete, Inc. (the "Contractor"), who submitted the lowest, qualified and responsive bid, to perform construction services to complete the Warren Street CDBG Roadway Improvements Project (the "Project") and to approve and authorize the execution of the Contractor's bid response and a construction contract (collectively the "Contract"), attached hereto as Group Exhibit "A" and made a part hereof; and

WHEREAS, the Project consists of the reconstruction of Warren Street from the west Village limits to 19th Avenue, for a total length of 2½ blocks. The completed Project will most closely resemble that of recently improved Warren Street from 19th Avenue to 17th Avenue; and

WHEREAS, the Contractor agrees to complete the Project in accordance with the terms and provisions of the attached Contract for a "not-to-exceed" bid price of Four Hundred Forty-Eight Thousand Eight-One and 90/100 Dollars (\$448,081.90). The Project will be paid for with a grant from the Community Development Block Grant (CDBG) in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) and General Corporate Funds in the amount of Two Hundred Forty-Eight Thousand Eighty-One and 90/100 Dollars (\$248,081.90); and

WHEREAS, the President and Board of Trustees of the Village of Maywood approve the attached Contract (Group Exhibit "A") with the Contractor, and appropriate and authorize the expenditure of CDBG Funds and General Corporate Funds to pay the eligible costs associated with the Project pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and find that such approvals, appropriations and authorization of expenditures are in the best interests of the Village, its residents, its businesses, property owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood award the Contract for the Project to the Contractor, the lowest, responsive, qualified bidder, and further authorize the approval and execution of the bid response and the Contract for the benefit of the Village as part of the Project in an amount not to exceed Four Hundred Forty-Eight Thousand Eight-One and 90/100 Dollars (\$448,081.90) ("Low Bid Price"). A copy of the Contract is attached hereto as Group Exhibit "A" and made a part hereof. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Contract, which may contain

certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Contract.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize the expenditure of the following Funds to pay for the completion of the Project: (1) a grant from the Community Development Block Grant (CDBG) in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00); and (2) General Corporate Funds in the amount of Two Hundred Forty-Eight Thousand Eighty-One and 90/100 Dollars (\$248,081.90).

SECTION 4: The Village Clerk, or his/her designee, shall transmit executed originals or certified copies of all documents, including the Contract, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Contract.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this ____ day of July, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of July, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Group Exhibit "A"

**Project Memorandum dated June 29, 2021,
Prepared by Village Engineer Bill Peterhansen of Hancock Engineering**

and

**CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD
AND J. NARDULLI CONCRETE, INC.
TO COMPLETE THE WARREN ROADWAY IMPROVEMENTS PROJECT**

(attached)

June 29, 2021

Ms. Chasity Wells-Armstrong
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: Warren Street CDBG Roadway Improvements Project
Bid Opening Results and Recommendation

Dear Ms. Wells-Armstrong:

Proposals were received for the Warren Street CDBG Roadway Improvements Project on June 24, 2021 at the Village Clerk's office. Ten (10) prospective bidders obtained plans and specifications for the project, with the Village receiving proposals from five (5) of the companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
J. Nardulli Concrete, Inc.	\$ 448,081.90
Lindahl Brothers, Inc.	\$ 456,028.90
M & J Asphalt Paving Company, Inc.	\$ 469,574.40
Schroeder Asphalt Service, Inc.	\$ 489,027.90 *
Triggi Construction, Inc.	\$ 498,152.90
Engineer's Estimate	\$ 518,345.00

*Correction from as-read amount, summation error

The lowest responsive, responsible bidder for this project was J. Nardulli Concrete, Inc., of Cicero, Illinois. J. Nardulli Concrete, Inc. is a contractor that has satisfactorily completed work of similar scope recently within surrounding communities, including the City of Countryside, Village of Forest Park, Village of Oak Park, and Town of Cicero. The contractor has most recently worked in the Village of Maywood as the general contractor of the 2018 Alley and Roadway Improvements as well as the 2020 Green Infrastructure Alley Improvements.

The contract specifies goals for the use of Disadvantaged Business Enterprise (DBE) firms as determined by Cook County, which provides for contracting opportunities to minority owned businesses (MBE) and women owned businesses (WBE). The DBE Utilization Plan submitted by J. Nardulli Concrete, Inc. has been reviewed, and has adhered to the stated contract DBE goal requirements.

Based on previous experience with this contractor, the interview of contractor and subcontractor supplied references from other communities, and the review of their current work under contract, we find that the contractor is qualified to complete the work specified. The contractor also maintains the capacity to complete the project within the specified completion date of October 30, 2021. *We recommend that the*

June 29, 2021

Page 2 of 2

Contract for the improvements be awarded to J. Nardulli Concrete, Inc., in the amount of Four Hundred Forty-Eight Thousand, Eighty-One Dollars and 90/100 (\$448,081.90).

Background

In February of 2020, the Village of Maywood submitted an application requesting funds from the Cook County Community Development Block Grant program for improvements to Warren Street from the west Village limits to 19th Avenue, in the maximum amount of \$400,000. The awards are then typically announced by Cook County in the late summer, but were delayed until December due to the COVID-19 pandemic. The Village was recently notified of an award of \$200,000 from Cook County to perform the project.

Scope of Improvements

The project to be constructed consists of the reconstruction of Warren Street from the west Village limits to 19th Avenue, for a total length of 2 ½ blocks. The completed product will most closely resemble that of recently improved Warren Street from 19th Avenue to 17th Avenue.

The improvements along Warren Street will include complete removal of the concrete curb and gutter, driveways, entry walks, main line sidewalk, and ADA compliant roadway crossings; repair/replacement of utility structures, complete reconstruction of the asphalt pavement including installation of a geotechnical fabric, 6" aggregate base course, 4" of hot-mix asphalt binder course, and 2" of hot-mix asphalt surface course. Also included are landscape restoration, pavement markings and cured in place pipe (CIPP) lining of the combined sewer that was recently televised in 2019. The CIPP method is a trenchless method of rehabilitating the combined sewer without the use of traditional trench excavation. It is estimated that a cost savings of approximately 35% will be realized in this sewer application.

Costs

The project will receive \$200,000 in CDBG funds, with the remainder to be paid for through the general fund.

We have enclosed a copy of the complete bid tabulations for this project. We are also returning the original bids with a copy of this letter to the Village Clerk.

If you should have any questions, please call our office at your convenience.

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

cc: Mr. John West, Director of Public Works
Ms. Gwaine Dianne Williams, Village Clerk

Attachments



VILLAGE OF: Maywood
 BID DATE AND TIME: June 24, 2021 @ 11:00 AM
 PROJECT: Warren Street CDBG Roadway Improvements
 ENGINEER'S ESTIMATE OF COST: \$518,345.00

No.	Items	Unit	Quantity	ENGINEER'S EOC		J. NARDULLI CONCRETE, INC.		LINDAHL BROTHERS, INC.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1650	7.00	11,550.00	5.00	8,250.00	5.00	8,250.00
2	Sidewalk Removal	SqFt	11000	2.00	22,000.00	1.15	12,650.00	1.15	12,650.00
3	Driveway Pavement Removal	SqYd	200	15.00	3,000.00	13.00	2,600.00	13.00	2,600.00
4	Pavement Removal	SqYd	75	18.00	1,350.00	20.00	1,500.00	20.00	1,500.00
5	Pavement Removal (Reconstruct)	SqYd	2000	15.00	30,000.00	12.00	24,000.00	12.00	24,000.00
6	Hot Mix Asphalt Surface Removal (Variable Depth)	SqYd	320	7.00	2,240.00	13.50	4,320.00	13.00	4,160.00
7	Incidental Hot Mix Asphalt Surface Removal	SqYd	225	15.00	3,375.00	13.50	3,037.50	13.00	2,925.00
8	Earth Excavation	CuYd	300	40.00	12,000.00	40.00	12,000.00	42.00	12,600.00
9	Undercut Excavation	CuYd	120	45.00	5,400.00	20.00	2,400.00	42.00	5,040.00
10	Porous Granular Embankment, 3"	CuYd	120	40.00	4,800.00	20.00	2,400.00	34.00	4,080.00
11	Trench Backfill	CuYd	25	38.00	950.00	38.00	950.00	50.00	1,250.00
12	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	3	4,500.00	13,500.00	3,930.00	11,790.00	4,200.00	12,600.00
13	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	2,500.00	7,500.00	1,498.00	4,494.00	2,100.00	6,300.00
14	10" Diameter, PVC Storm Sewer Pipe	Foot	100	95.00	9,500.00	58.00	5,800.00	55.00	5,500.00
15	Connection to Existing Sewer	Each	3	1,250.00	3,750.00	875.00	2,625.00	275.00	825.00
16	Structures to be Adjusted	Each	6	400.00	2,400.00	360.00	2,160.00	400.00	2,400.00
17	Frames and Lids	Each	1	350.00	350.00	385.00	385.00	320.00	320.00
18	Structures to be Reconstructed	Each	1	2,000.00	2,000.00	2,000.00	2,000.00	1,800.00	1,800.00
19	Inlet Filters	Each	14	150.00	2,100.00	145.00	2,030.00	105.00	1,470.00
20	Combination Curb and Gutter, Type B-4.12 (Special)	Foot	1650	32.00	52,800.00	22.00	36,300.00	22.00	36,300.00
21	Portland Cement Concrete Sidewalk, 5"	SqFt	11000	6.00	66,000.00	5.60	61,600.00	5.60	61,600.00
22	Portland Cement Concrete Driveway, 7"	SqYd	200	65.00	13,000.00	60.00	12,000.00	60.00	12,000.00
23	Detectable Warnings	SqFt	70	30.00	2,100.00	28.00	1,960.00	28.00	1,960.00
24	White Wax Compound	SqYd	1650	2.00	3,300.00	1.25	2,062.50	1.25	2,062.50
25	Portland Cement Concrete Base Course, 8"	SqYd	75	62.00	4,650.00	62.00	4,650.00	62.00	4,650.00
26	Deformed Tie Bars	Each	80	8.00	640.00	9.00	720.00	9.00	720.00
27	Hot Mix Asphalt Binder Course, IL-19.0, N50	Ton	480	85.00	40,800.00	85.00	40,800.00	83.00	39,840.00
28	Levefing Binder (Machine Method), N50	Ton	40	90.00	3,600.00	92.00	3,680.00	90.00	3,600.00
29	Hot Mix Asphalt Surface Course, Mix D, N50	Ton	300	92.00	27,600.00	92.00	27,600.00	90.00	27,000.00
30	Incidental Hot Mix Asphalt Surfacing	Ton	10	200.00	2,000.00	275.00	2,750.00	250.00	2,500.00
31	Bituminous Materials (Tack Coat) SS-1	Pound	4540	1.00	4,540.00	0.01	45.40	0.01	45.40
32	Geogrid for Ground Stabilization	SqYd	2000	4.00	8,000.00	3.00	6,000.00	3.25	6,500.00
33	Aggregate Base Course, Type B, 6"	SqYd	2000	8.00	16,000.00	8.00	16,000.00	10.00	20,000.00
34	Topsoil Placement	SqYd	1200	5.00	6,000.00	5.00	6,000.00	6.00	7,200.00
35	Sodding	SqYd	1200	12.00	14,400.00	8.00	9,600.00	6.00	7,200.00
36	Supplemental Watering	Unit	10	100.00	1,000.00	50.00	500.00	200.00	2,000.00
37	Thermoplastic Pavement Marking - Line 6"	Foot	390	9.00	3,510.00	4.75	1,852.50	1.90	741.00
38	Thermoplastic Pavement Marking - Line 24"	Foot	100	30.00	3,000.00	18.50	1,850.00	25.00	2,500.00
39	Inversion Lining of 18" Sewer	Foot	1020	92.00	93,840.00	79.00	80,580.00	79.00	80,580.00
40	Hot Mix Asphalt - Longitudinal Joint Sealant	Foot	800	3.50	2,800.00	7.20	5,760.00	7.20	5,760.00
41	Structures to be Removed	Each	2	500.00	1,000.00	440.00	880.00	500.00	1,000.00
42	Traffic Control and Protection	LS	1	10,000.00	10,000.00	19,500.00	19,500.00	20,000.00	20,000.00
TOTAL AMOUNT OF BID					\$518,345.00		\$448,081.90		\$456,028.90

CORRECTION FROM AS-READ AMOUNT



VILLAGE OF: Maywood
 BID DATE AND TIME: June 24, 2021 @ 11:00 AM
 PROJECT: Warren Street CDBG Roadway Improvements
 ENGINEER'S ESTIMATE OF COST: \$518,345.00

No.	Items	Unit	Quantity	M & J ASPHALT PAVING COMPANY, INC.		SCHROEDER ASPHALT SERVICES, INC.		TRIGGI CONSTRUCTION, INC.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1650	5.25	8,662.50	6.00	9,900.00	7.50	12,375.00
2	Sidewalk Removal	SqFt	11000	1.10	12,100.00	1.45	15,950.00	2.00	22,000.00
3	Driveway Pavement Removal	SqYd	200	11.00	2,200.00	14.30	2,860.00	15.00	3,000.00
4	Pavement Removal	SqYd	75	15.00	1,125.00	25.00	1,875.00	20.00	1,500.00
5	Pavement Removal (Reconstruct)	SqYd	2000	10.50	21,000.00	12.50	25,000.00	20.00	40,000.00
6	Hot Mix Asphalt Surface Removal (Variable Depth)	SqYd	320	5.25	1,680.00	6.50	2,080.00	17.50	5,600.00
7	Incidental Hot Mix Asphalt Surface Removal	SqYd	225	4.50	1,012.50	9.00	2,025.00	13.50	3,037.50
8	Earth Excavation	CuYd	300	45.00	13,500.00	34.00	10,200.00	35.00	10,500.00
9	Undercut Excavation	CuYd	120	34.00	4,080.00	35.00	4,200.00	25.00	3,000.00
10	Porous Granular Embankment, 3"	CuYd	120	34.00	4,080.00	55.00	6,600.00	30.00	3,600.00
11	Trench Backfill	CuYd	25	38.00	950.00	37.50	937.50	40.00	1,000.00
12	Restricted Depth Catch Basin, 4" Diameter, Type 1 Frame, Open Lid	Each	3	3,930.00	11,790.00	5,675.00	17,025.00	4,000.00	12,000.00
13	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	1,498.00	4,494.00	2,600.00	7,800.00	1,500.00	4,500.00
14	10" Diameter, PVC Storm Sewer Pipe	Foot	100	58.00	5,800.00	108.00	10,800.00	65.00	6,500.00
15	Connection to Existing Sewer	Each	3	875.00	2,625.00	2,370.00	7,110.00	875.00	2,625.00
16	Structures to be Adjusted	Each	6	360.00	2,160.00	440.00	2,640.00	375.00	2,250.00
17	Frames and Lids	Each	1	385.00	385.00	470.00	470.00	400.00	400.00
18	Structures to be Reconstructed	Each	1	2,000.00	2,000.00	1,475.00	1,475.00	2,000.00	2,000.00
19	Inlet Filters	Each	14	200.00	2,800.00	155.00	2,170.00	200.00	2,800.00
20	Combination Curb and Gutter, Type B-4-12 (Special)	Foot	1650	28.00	46,200.00	23.50	38,775.00	20.00	33,000.00
21	Portland Cement Concrete Sidewalk, 5"	SqFt	11000	6.50	71,500.00	6.00	66,000.00	6.50	71,500.00
22	Portland Cement Concrete Driveway, 7"	SqYd	200	65.00	13,000.00	65.00	13,000.00	60.00	12,000.00
23	Detectable Warnings	SqFt	70	32.00	2,240.00	30.00	2,100.00	25.00	1,750.00
24	White Wax Compound	SqYd	1650	3.60	5,940.00	1.40	2,310.00	0.10	165.00
25	Portland Cement Concrete Base Course, 8"	SqYd	75	75.00	5,625.00	68.00	5,100.00	50.00	3,750.00
26	Deformed Tie Bars	Each	80	17.50	1,400.00	9.75	780.00	7.50	600.00
27	Hot Mix Asphalt Binder Course, IL-19.0, N50	Ton	480	72.00	34,560.00	82.00	39,360.00	95.00	45,600.00
28	Leveling Binder (Machine Method), N50	Ton	40	85.00	3,400.00	95.00	3,800.00	110.00	4,400.00
29	Hot Mix Asphalt Surface Course, Mix D, N50	Ton	300	82.00	24,600.00	90.00	27,000.00	100.00	30,000.00
30	Incidental Hot Mix Asphalt Surfacing	Ton	10	85.00	850.00	115.00	1,150.00	275.00	2,750.00
31	Bituminous Materials (Tack Coat) SS-1	Pound	4540	0.01	45.40	0.01	45.40	0.01	45.40
32	Geogrid for Ground Stabilization	SqYd	2000	2.65	5,300.00	3.00	6,000.00	2.75	5,500.00
33	Aggregate Base Course, Type B, 6"	SqYd	2000	7.25	14,500.00	8.60	17,200.00	10.00	20,000.00
34	Topsoil Placement	SqYd	1200	6.90	8,280.00	6.60	7,920.00	5.00	6,000.00
35	Sodding	SqYd	1200	12.00	14,400.00	15.40	18,480.00	10.00	12,000.00
36	Supplemental Watering	Unit	10	150.00	1,500.00	220.00	2,200.00	1.00	10.00
37	Thermoplastic Pavement Marking - Line 6"	Foot	390	6.00	2,340.00	2.50	975.00	5.50	2,145.00
38	Thermoplastic Pavement Marking - Line 24"	Foot	100	10.00	1,000.00	8.25	825.00	22.50	2,250.00
39	Inversion Lining of 18" Sewer	Foot	1020	79.00	80,580.00	86.00	87,720.00	80.00	81,600.00
40	Hot Mix Asphalt - Longitudinal Joint Sealant	Foot	800	7.20	5,760.00	8.00	6,400.00	7.50	6,000.00
41	Structures to be Removed	Each	2	440.00	880.00	385.00	770.00	450.00	900.00
42	Traffic Control and Protection	LS	1	23,230.00	23,230.00	10,000.00	10,000.00	17,500.00	17,500.00
TOTAL AMOUNT OF BID					\$469,574.40		\$489,027.90		\$498,152.90

CORRECTION FROM AS-READ AMOUNT

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
J.NARDULLI CONCRETE, INC. RELATIVE TO
WARREN STREET CDBG ROADWAY IMPROVEMENTS PROJECT**

AGREEMENT made this ____ day of _____, 2021, by and between the VILLAGE OF MAYWOOD, Cook County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "VILLAGE") and J.Nardulli Concrete, Inc., 3517 South 60th Court, Cicero, Illinois 60804, an Illinois Corporation (hereinafter referred to as the "CONTRACTOR").

The VILLAGE and CONTRACTOR agree as set forth below:

1. The CONTRACTOR, for the considerations hereinafter set forth, hereby agrees to and with the VILLAGE, that it will furnish and provide all labor, materials, equipment and services and do all else required to perform and complete the Warren Street CDBG Roadway Improvements, Village of Maywood, Illinois, Cook County (the "Project"), as set forth in any clarifications or addendums, the Project Specifications and Bidding Documents, and the Project Plans entitled "Warren Street CDBG Roadway Improvements Project, Village of Maywood, Cook County, CDBG Project No. 2006-094", prepared by Edwin Hancock Engineering Co., consisting of Nine (9) sheets with the latest revision date of March 24, 2021, attached hereto, made a part hereof, and designated as Exhibit "A" and Exhibit "B" respectively (the "Work"). In the event of any conflict or inconsistency between this Agreement and Exhibits the terms of this Agreement shall control.
2. The effective date of this Agreement is the date the VILLAGE executes the Agreement by signing below. The Agreement shall remain in effect until the completion of the Project or until mutually terminated by the parties. The work to be performed under this Agreement shall be commenced within fifteen (15) days of the date of this Agreement and shall be completed on or before October 30, 2021. Upon satisfactory completion of the Project, the VILLAGE'S only continuing obligation is to pay the CONTRACTOR for the work performed in accordance with the terms of this Agreement;
3. The VILLAGE shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, and subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the sum of Four Hundred Forty-Eight Thousand, Eighty-One Dollars and 90/100 (\$448,081.90). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated June 24, 2021;
4. If the rate of progress is satisfactory to the VILLAGE, payment requests will be submitted by the Contractor to the VILLAGE once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the CONTRACTOR once all required waivers of lien for material suppliers and subcontractors have been submitted to the VILLAGE. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages;
5. This Agreement provides for the performance of a Project within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.";

6. CONTRACTOR will indemnify and hold harmless, protect and defend, at CONTRACTOR'S own cost and expense, the VILLAGE, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the VILLAGE, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of CONTRACTOR, its officers, agents and/or employees, including any of its subcontractors, or arising out of or in performance of any provision of this Agreement or the performance of the work in completing the Project, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree;
7. During the term of this Agreement, CONTRACTOR shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:
 - a. Comprehensive General Liability - \$1,000,000 per occurrence;
 - b. Workers' Compensation - Statutory
 - c. Employer's Liability: \$500,000 per incident.
 - d. Umbrella Coverage - \$1,000,000 per occurrence.
 - e. Automobile Coverage - \$1,000,000 per occurrence.

CONTRACTOR shall furnish to the VILLAGE, prior to commencing any activities under this Agreement, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall list the VILLAGE OF MAYWOOD and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, and EDWIN HANCOCK ENGINEERING COMPANY and its agents and employees as additional insureds on all required insurance policies.

8. Contractor certifies as follows:
 - a. That any work to be performed by it or its contractors on VILLAGE-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
 - b. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
 - c. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).
 - d. In the performance of its obligations pursuant to this Agreement, it shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the foregoing Acts) in the operations conducted by the CONTRACTOR

hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the VILLAGE.

- e. That it shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees, including the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by CONTRACTOR in all its contracts and agreements with any of its subcontractors for work to be performed pursuant to this Agreement. Any contracts entered into by Contractor with subcontractors for work to be performed pursuant to this Agreement must adhere to and require compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
 - f. CONTRACTOR also agrees to require any subcontractor doing work under this Agreement to agree to adhere to the requirements of this Section.
9. CONTRACTOR shall maintain a current, valid VILLAGE business license and shall post with the VILLAGE and keep on file and in force for the duration of this Agreement a contractor's license bond in the amount required by the Village Code.
10. The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
11. After this Agreement has been signed by CONTRACTOR, the Agreement shall be deemed dated and become effective on the date that the Village President signs the Agreement.

THIS AGREEMENT executed the day and year first written above.

J.NARDULLI CONCRETE, INC.,
an Illinois corporation

VILLAGE OF MAYWOOD, an Illinois
municipal corporation

By: _____
Title:

By: _____
Nathaniel George Booker, Village President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Title:

By: _____
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD AND J. NARDULLI CONCRETE, INC. IN THE AMOUNT OF \$448,081.90 TO COMPLETE THE WARREN ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF CDBG FUNDS AND GENERAL FUNDS TO PAY FOR THE WORK

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the ___ day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of July, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

June 29, 2021

Ms. Chasity Wells-Armstrong
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: Warren Street CDBG Roadway Improvements Project
Bid Opening Results and Recommendation

Dear Ms. Wells-Armstrong:

Proposals were received for the Warren Street CDBG Roadway Improvements Project on June 24, 2021 at the Village Clerk's office. Ten (10) prospective bidders obtained plans and specifications for the project, with the Village receiving proposals from five (5) of the companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
J. Nardulli Concrete, Inc.	\$ 448,081.90
Lindahl Brothers, Inc.	\$ 456,028.90
M & J Asphalt Paving Company, Inc.	\$ 469,574.40
Schroeder Asphalt Service, Inc.	\$ 489,027.90 *
Triggi Construction, Inc.	\$ 498,152.90
Engineer's Estimate	\$ 518,345.00

*Correction from as-read amount, summation error

The lowest responsive, responsible bidder for this project was J. Nardulli Concrete, Inc., of Cicero, Illinois. J.Nardulli Concrete, Inc. is a contractor that has satisfactorily completed work of similar scope recently within surrounding communities, including the City of Countryside, Village of Forest Park, Village of Oak Park, and Town of Cicero. The contractor has most recently worked in the Village of Maywood as the general contractor of the 2018 Alley and Roadway Improvements as well as the 2020 Green Infrastructure Alley Improvements.

The contract specifies goals for the use of Disadvantaged Business Enterprise (DBE) firms as determined by Cook County, which provides for contracting opportunities to minority owned businesses (MBE) and women owned businesses (WBE). The DBE Utilization Plan submitted by J. Nardulli Concrete, Inc. has been reviewed, and has adhered to the stated contract DBE goal requirements.

Based on previous experience with this contractor, the interview of contractor and subcontractor supplied references from other communities, and the review of their current work under contract, we find that the contractor is qualified to complete the work specified. The contractor also maintains the capacity to complete the project within the specified completion date of October 30, 2021. *We recommend that the*

June 29, 2021

Page 2 of 2

Contract for the improvements be awarded to J. Nardulli Concrete, Inc., in the amount of Four Hundred Forty-Eight Thousand, Eighty-One Dollars and 90/100 (\$448,081.90).

Background

In February of 2020, the Village of Maywood submitted an application requesting funds from the Cook County Community Development Block Grant program for improvements to Warren Street from the west Village limits to 19th Avenue, in the maximum amount of \$400,000. The awards are then typically announced by Cook County in the late summer, but were delayed until December due to the COVID-19 pandemic. The Village was recently notified of an award of \$200,000 from Cook County to perform the project.

Scope of Improvements

The project to be constructed consists of the reconstruction of Warren Street from the west Village limits to 19th Avenue, for a total length of 2 ½ blocks. The completed product will most closely resemble that of recently improved Warren Street from 19th Avenue to 17th Avenue.

The improvements along Warren Street will include complete removal of the concrete curb and gutter, driveways, entry walks, main line sidewalk, and ADA compliant roadway crossings; repair/replacement of utility structures, complete reconstruction of the asphalt pavement including installation of a geotechnical fabric, 6" aggregate base course, 4" of hot-mix asphalt binder course, and 2" of hot-mix asphalt surface course. Also included are landscape restoration, pavement markings and cured in place pipe (CIPP) lining of the combined sewer that was recently televised in 2019. The CIPP method is a trenchless method of rehabilitating the combined sewer without the use of traditional trench excavation. It is estimated that a cost savings of approximately 35% will be realized in this sewer application.

Costs

The project will receive \$200,000 in CDBG funds, with the remainder to be paid for through the general fund.

We have enclosed a copy of the complete bid tabulations for this project. We are also returning the original bids with a copy of this letter to the Village Clerk.

If you should have any questions, please call our office at your convenience.

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

cc: Mr. John West, Director of Public Works
Ms. Gwaine Dianne Williams, Village Clerk

Attachments



VILLAGE OF: Maywood
 BID DATE AND TIME: June 24, 2021 @ 11:00 AM
 PROJECT: Warren Street CDBG Roadway Improvements

ENGINEER'S ESTIMATE OF COST: \$518,345.00

				ENGINEER'S EOC		J. NARDULLI CONCRETE, INC.		LINDAHL BROTHERS, INC.	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1650	7.00	11,550.00	5.00	8,250.00	5.00	8,250.00
2	Sidewalk Removal	SqFt	11000	2.00	22,000.00	1.15	12,650.00	1.15	12,650.00
3	Driveway Pavement Removal	SqYd	200	15.00	3,000.00	13.00	2,600.00	13.00	2,600.00
4	Pavement Removal	SqYd	75	18.00	1,350.00	20.00	1,500.00	20.00	1,500.00
5	Pavement Removal (Reconstruct)	SqYd	2000	15.00	30,000.00	12.00	24,000.00	12.00	24,000.00
6	Hot Mix Asphalt Surface Removal (Variable Depth)	SqYd	320	7.00	2,240.00	13.50	4,320.00	13.00	4,160.00
7	Incidental Hot Mix Asphalt Surface Removal	SqYd	225	15.00	3,375.00	13.50	3,037.50	13.00	2,925.00
8	Earth Excavation	CuYd	300	40.00	12,000.00	40.00	12,000.00	42.00	12,600.00
9	Undercut Excavation	CuYd	120	45.00	5,400.00	20.00	2,400.00	42.00	5,040.00
10	Porous Granular Embankment, 3"	CuYd	120	40.00	4,800.00	20.00	2,400.00	34.00	4,080.00
11	Trench Backfill	CuYd	25	38.00	950.00	38.00	950.00	50.00	1,250.00
12	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	3	4,500.00	13,500.00	3,930.00	11,790.00	4,200.00	12,600.00
13	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	2,500.00	7,500.00	1,498.00	4,494.00	2,100.00	6,300.00
14	10" Diameter, PVC Storm Sewer Pipe	Foot	100	95.00	9,500.00	58.00	5,800.00	55.00	5,500.00
15	Connection to Existing Sewer	Each	3	1,250.00	3,750.00	875.00	2,625.00	275.00	825.00
16	Structures to be Adjusted	Each	6	400.00	2,400.00	360.00	2,160.00	400.00	2,400.00
17	Frames and Lids	Each	1	350.00	350.00	385.00	385.00	320.00	320.00
18	Structures to be Reconstructed	Each	1	2,000.00	2,000.00	2,000.00	2,000.00	1,800.00	1,800.00
19	Inlet Filters	Each	14	150.00	2,100.00	145.00	2,030.00	105.00	1,470.00
20	Combination Curb and Gutter, Type B-4.12 (Special)	Foot	1650	32.00	52,800.00	22.00	36,300.00	22.00	36,300.00
21	Portland Cement Concrete Sidewalk, 5"	SqFt	11000	6.00	66,000.00	5.60	61,600.00	5.60	61,600.00
22	Portland Cement Concrete Driveway, 7"	SqYd	200	65.00	13,000.00	60.00	12,000.00	60.00	12,000.00
23	Detectable Warnings	SqFt	70	30.00	2,100.00	28.00	1,960.00	28.00	1,960.00
24	White Wax Compound	SqYd	1650	2.00	3,300.00	1.25	2,062.50	1.25	2,062.50
25	Portland Cement Concrete Base Course, 8"	SqYd	75	62.00	4,650.00	62.00	4,650.00	62.00	4,650.00
26	Deformed Tie Bars	Each	80	8.00	640.00	9.00	720.00	9.00	720.00
27	Hot Mix Asphalt Binder Course, IL-19.0, N50	Ton	480	85.00	40,800.00	85.00	40,800.00	83.00	39,840.00
28	Leveling Binder (Machine Method), N50	Ton	40	90.00	3,600.00	92.00	3,680.00	90.00	3,600.00
29	Hot Mix Asphalt Surface Course, Mix D, N50	Ton	300	92.00	27,600.00	92.00	27,600.00	90.00	27,000.00
30	Incidental Hot Mix Asphalt Surfacing	Ton	10	200.00	2,000.00	275.00	2,750.00	250.00	2,500.00
31	Bituminous Materials (Tack Coat) SS-1	Pound	4540	1.00	4,540.00	0.01	45.40	0.01	45.40
32	Geogrid for Ground Stabilization	SqYd	2000	4.00	8,000.00	3.00	6,000.00	3.25	6,500.00
33	Aggregate Base Course, Type B, 6"	SqYd	2000	8.00	16,000.00	8.00	16,000.00	10.00	20,000.00
34	Topsoil Placement	SqYd	1200	5.00	6,000.00	5.00	6,000.00	6.00	7,200.00
35	Sodding	SqYd	1200	12.00	14,400.00	8.00	9,600.00	6.00	7,200.00
36	Supplemental Watering	Unit	10	100.00	1,000.00	50.00	500.00	200.00	2,000.00
37	Thermoplastic Pavement Marking - Line 6"	Foot	390	9.00	3,510.00	4.75	1,852.50	1.90	741.00
38	Thermoplastic Pavement Marking - Line 24"	Foot	100	30.00	3,000.00	18.50	1,850.00	25.00	2,500.00
39	Inversion Lining of 18" Sewer	Foot	1020	92.00	93,840.00	79.00	80,580.00	79.00	80,580.00
40	Hot Mix Asphalt - Longitudinal Joint Sealant	Foot	800	3.50	2,800.00	7.20	5,760.00	7.20	5,760.00
41	Structures to be Removed	Each	2	500.00	1,000.00	440.00	880.00	500.00	1,000.00
42	Traffic Control and Protection	LS	1	10,000.00	10,000.00	19,500.00	19,500.00	20,000.00	20,000.00
TOTAL AMOUNT OF BID				\$518,345.00		\$448,081.90		\$456,028.90	

CORRECTION FROM AS-READ AMOUNT



VILLAGE OF: Maywood
 BID DATE AND TIME: June 24, 2021 @ 11:00 AM
 PROJECT: Warren Street CDBG Roadway Improvements
 ENGINEER'S ESTIMATE OF COST: \$518,345.00

				M & J ASPHALT PAVING COMPANY, INC.		SCHROEDER ASPHALT SERVICES, INC.		TRIGGI CONSTRUCTION, INC.	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1650	5.25	8,662.50	6.00	9,900.00	7.50	12,375.00
2	Sidewalk Removal	SqFt	11000	1.10	12,100.00	1.45	15,950.00	2.00	22,000.00
3	Driveway Pavement Removal	SqYd	200	11.00	2,200.00	14.30	2,860.00	15.00	3,000.00
4	Pavement Removal	SqYd	75	15.00	1,125.00	25.00	1,875.00	20.00	1,500.00
5	Pavement Removal (Reconstruct)	SqYd	2000	10.50	21,000.00	12.50	25,000.00	20.00	40,000.00
6	Hot Mix Asphalt Surface Removal (Variable Depth)	SqYd	320	5.25	1,680.00	6.50	2,080.00	17.50	5,600.00
7	Incidental Hot Mix Asphalt Surface Removal	SqYd	225	4.50	1,012.50	9.00	2,025.00	13.50	3,037.50
8	Earth Excavation	CuYd	300	45.00	13,500.00	34.00	10,200.00	35.00	10,500.00
9	Undercut Excavation	CuYd	120	34.00	4,080.00	35.00	4,200.00	25.00	3,000.00
10	Porous Granular Embankment, 3"	CuYd	120	34.00	4,080.00	55.00	6,600.00	30.00	3,600.00
11	Trench Backfill	CuYd	25	38.00	950.00	37.50	937.50	40.00	1,000.00
12	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	3	3,930.00	11,790.00	5,675.00	17,025.00	4,000.00	12,000.00
13	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	1,498.00	4,494.00	2,600.00	7,800.00	1,500.00	4,500.00
14	10" Diameter, PVC Storm Sewer Pipe	Foot	100	58.00	5,800.00	108.00	10,800.00	65.00	6,500.00
15	Connection to Existing Sewer	Each	3	875.00	2,625.00	2,370.00	7,110.00	875.00	2,625.00
16	Structures to be Adjusted	Each	6	360.00	2,160.00	440.00	2,640.00	375.00	2,250.00
17	Frames and Lids	Each	1	385.00	385.00	470.00	470.00	400.00	400.00
18	Structures to be Reconstructed	Each	1	2,000.00	2,000.00	1,475.00	1,475.00	2,000.00	2,000.00
19	Inlet Filters	Each	14	200.00	2,800.00	155.00	2,170.00	200.00	2,800.00
20	Combination Curb and Gutter, Type B-4.12 (Special)	Foot	1650	28.00	46,200.00	23.50	38,775.00	20.00	33,000.00
21	Portland Cement Concrete Sidewalk, 5"	SqFt	11000	6.50	71,500.00	6.00	66,000.00	6.50	71,500.00
22	Portland Cement Concrete Driveway, 7"	SqYd	200	65.00	13,000.00	65.00	13,000.00	60.00	12,000.00
23	Detectable Warnings	SqFt	70	32.00	2,240.00	30.00	2,100.00	25.00	1,750.00
24	White Wax Compound	SqYd	1650	3.60	5,940.00	1.40	2,310.00	0.10	165.00
25	Portland Cement Concrete Base Course, 8"	SqYd	75	75.00	5,625.00	68.00	5,100.00	50.00	3,750.00
26	Deformed Tie Bars	Each	80	17.50	1,400.00	9.75	780.00	7.50	600.00
27	Hot Mix Asphalt Binder Course, IL-19.0, N50	Ton	480	72.00	34,560.00	82.00	39,360.00	95.00	45,600.00
28	Leveling Binder (Machine Method), N50	Ton	40	85.00	3,400.00	95.00	3,800.00	110.00	4,400.00
29	Hot Mix Asphalt Surface Course, Mix D, N50	Ton	300	82.00	24,600.00	90.00	27,000.00	100.00	30,000.00
30	Incidental Hot Mix Asphalt Surfacing	Ton	10	85.00	850.00	115.00	1,150.00	275.00	2,750.00
31	Bituminous Materials (Tack Coat) SS-1	Pound	4540	0.01	45.40	0.01	45.40	0.01	45.40
32	Geogrid for Ground Stabilization	SqYd	2000	2.65	5,300.00	3.00	6,000.00	2.75	5,500.00
33	Aggregate Base Course, Type B, 6"	SqYd	2000	7.25	14,500.00	8.60	17,200.00	10.00	20,000.00
34	Topsoil Placement	SqYd	1200	6.90	8,280.00	6.60	7,920.00	5.00	6,000.00
35	Sodding	SqYd	1200	12.00	14,400.00	15.40	18,480.00	10.00	12,000.00
36	Supplemental Watering	Unit	10	150.00	1,500.00	220.00	2,200.00	1.00	10.00
37	Thermoplastic Pavement Marking - Line 6"	Foot	390	6.00	2,340.00	2.50	975.00	5.50	2,145.00
38	Thermoplastic Pavement Marking - Line 24"	Foot	100	10.00	1,000.00	8.25	825.00	22.50	2,250.00
39	Inversion Lining of 18" Sewer	Foot	1020	79.00	80,580.00	86.00	87,720.00	80.00	81,600.00
40	Hot Mix Asphalt - Longitudinal Joint Sealant	Foot	800	7.20	5,760.00	8.00	6,400.00	7.50	6,000.00
41	Structures to be Removed	Each	2	440.00	880.00	385.00	770.00	450.00	900.00
42	Traffic Control and Protection	LS	1	23,230.00	23,230.00	10,000.00	10,000.00	17,500.00	17,500.00
TOTAL AMOUNT OF BID					\$469,574.40		\$489,027.90		\$498,152.90

CORRECTION FROM AS-READ AMOUNT



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CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED COMMUNICATION
MEMORANDUM

To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
From: Michael T. Jurusik
Date: July 7, 2021
Re: Review of Closed Meeting Minutes of the Board of Trustees (2020 Full Year Review and 2021 Half Year Review)

To comply with the requirement of conducting semi-annual reviews of Closed Meeting minutes per the Open Meetings Act (5 ILCS 120/1 *et seq.*) (“OMA”), I have prepared the enclosed draft Resolution for your review, consideration and action:

1. A RESOLUTION APPROVING THE CONTENT OF AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD (2020 FULL YEAR REVIEW).
2. A RESOLUTION APPROVING THE CONTENT OF AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD (2021 HALF YEAR REVIEW)

Draft Closed Meeting Minutes from July 2020 to December 2020 and Closed Meeting Minutes from January 2021 through June 2021 are enclosed, as they have not yet been reviewed and approved by the Village Board (Minutes were prepared by the Village Clerk’s Office).

The OMA requires public bodies, as well as their boards, committees and commissions, to review their Closed Meeting minutes and approve them for content on at least a semi-annual basis. The OMA also requires that a determination be made regarding whether all or portions of such minutes and verbatim recordings can be released for public inspection and copying, or whether there is a need to retain the confidentiality of such minutes and recordings, or that the recordings shall be destroyed after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired.

The draft Resolution makes certain determinations about: (1) the approval of the content and the advisability of the release of the minutes based on my own review of the minutes; (2) the destruction of certain verbatim recordings of the Closed Meetings as permitted by the OMA; and (3) the need to maintain the confidentiality of certain verbatim recordings of the Closed Meetings until such future time as the corporate authorities decide to either release or destroy the recordings in accordance with the OMA.

The OMA provides public bodies (and their boards, committees and commissions) with the option of recessing to Closed Meeting, via the appropriate motion, for purposes of discussing the approval of the content of the minutes and making the determination as to whether the minutes, or

portions of the minutes, should be released or not. If discussion in Closed Meeting is desired, then the motion to recess to Closed Meeting should cite to Section 2(c)(21) of the OMA (5 ILCS 120/2(c)(21)), which provides:

(21) Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

NOTE:

The public body does not have to recess to a closed meeting if there is consensus on the determinations set forth in the draft Resolution. In such case, I will make any necessary changes to the draft Resolution, per your direction.

The public body needs to approve the enclosed Resolution (once finalized) as an action item on an Agenda at an open meeting.

As a general practice, I recommend that the recordings be destroyed promptly after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired, as allowed by the OMA, to avoid any potential liability issues for comments that are made during Closed Meeting. Section 5.B. of the enclosed draft Resolution is consistent with that recommendation.

If there are any questions, please contact me.

Mike

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
Chasity Wells-Armstrong, Village Manager (w/ encls.)

OMNIBUS ITEM 7

The Closed Meeting Minutes
are sent separately.

DRAFT 7.11.2021
RESOLUTION NO. R-2021-_____

**A RESOLUTION APPROVING THE CONTENT OF
AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD
(2020 FULL YEAR REVIEW)**

WHEREAS, the Corporate Authorities of the Village of Maywood, Cook County, Illinois (“Corporate Authorities”) have, on occasion, believed it to be necessary to conduct Closed Meetings (also referred to as “Closed Session”) and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*) (“OMA”); and

WHEREAS, the minutes of the Closed Meetings have been duly recorded by the Village Clerk pursuant to the requirements of the OMA. In addition, since 2004, as required by the OMA, the Village Clerk has prepared a verbatim record of all Closed Meetings in the form of audio recordings, which recordings are subject to destruction or release for public inspection, as directed by the Corporate Authorities, once the written minutes of the Closed Meetings are prepared and approved by the Corporate Authorities. The recordings are to be destroyed only after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired; and

WHEREAS, the OMA also requires the Corporate Authorities to meet, at least semi-annually, to review the minutes of Closed Meetings in order to approve their content and to determine whether such minutes, or any portions thereof, can be released for public review or remain closed to public review; and

WHEREAS, the Corporate Authorities have reviewed the minutes of all duly recorded Closed Meetings, as identified below, and have made the following determinations about: (1) the approval of the content and the advisability of the release of the Closed Meeting minutes or the retention of such minutes; (2) the destruction of certain verbatim audio recordings of the Closed Meetings as permitted by the OMA; and (3) the need to maintain the confidentiality of certain verbatim audio recordings of the Closed Meetings until such future time as the Corporate Authorities decide to either release or destroy the audio recordings in accordance with the OMA.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: The content of the following Closed Meeting minutes are approved and may be released for public inspection, except for those parts of the minutes that still need to remain confidential as noted below in Section 3:

January 2020:	None
February 2020:	None
March 2020:	None

April 2020:	None
May 2020:	None
June 2020:	None
July:	None
August:	None
September:	None
October:	None
November:	None
December:	None

SECTION 3: The content of the following Closed Meeting minutes are approved, but the need for confidentiality still exists as to all or part of these minutes as noted below:

January 2020:	January 7 and January 21
February 2020:	February 4, February 18 and February 26
March 2020:	March 3 and March 17
April 2020:	None
May 2020:	None
June 2020:	None
July:	July 14
August:	August 18
September:	September 1 and September 15
October:	October 6 and October 20
November:	November 17
December:	None

SECTION 4: The Corporate Authorities further make the following determination: All other Closed Meeting minutes from prior years and those that have not been included in this Resolution, and their related audio recordings, which have not already been approved for release for public inspection, shall remain confidential and closed from public inspection until, at least, the next periodic review by the Corporate Authorities, or as directed by the Corporate Authorities in accordance with an approved Resolution that supersedes the determinations of the Corporate Authorities as set forth in this Resolution.

SECTION 5: Beginning January 1, 2004, the Act requires that a verbatim record of all Closed Meetings be kept in the form of an audio or video recording and that such recordings can be destroyed but only after the Corporate Authorities: (a) approve the written meeting minutes for each completed Closed Meeting; and (b) authorize the destruction of such recordings, provided at least eighteen (18) months have passed since the date of the last such approval or authorization. The Village has elected to maintain a verbatim record of all Closed Meetings in the form of audio recordings. The Corporate Authorities make the following determinations:

- A. In regard to the Closed Meetings where the written minutes have not been prepared at this time, there is still a need for confidential treatment of the audio recordings of those Closed Meetings until such time as the written minutes are prepared and approved by the Corporate Authorities and a final decision is made by the Corporate Authorities as to the destruction of the audio recordings or the release of such audio recordings for public inspection.

- B. Each of the audio recordings of Closed Meetings, which were completed more than eighteen (18) months ago and for which written minutes have been prepared and approved by the Corporate Authorities more than eighteen (18) months ago, shall be destroyed by the Village Clerk on the next business day following the approval date of this Resolution.

SECTION 6: The Village President is authorized and directed to sign and the Village Clerk is authorized and directed to attest to this Resolution.

ADOPTED this ___ day of July, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this ___ day of July, 2021.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2021-_____

**A RESOLUTION APPROVING THE CONTENT OF
AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD
(2020 FULL YEAR REVIEW)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the ___ day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of July, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

OMNIBUS ITEM 8

The Closed Meeting Minutes
are sent separately.

DRAFT 7.11.2021
RESOLUTION NO. R-2021-_____

**A RESOLUTION APPROVING THE CONTENT OF
AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD
(2021 HALF YEAR REVIEW)**

WHEREAS, the Corporate Authorities of the Village of Maywood, Cook County, Illinois (“Corporate Authorities”) have, on occasion, believed it to be necessary to conduct Closed Meetings (also referred to as “Closed Session”) and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*) (“OMA”); and

WHEREAS, the minutes of the Closed Meetings have been duly recorded by the Village Clerk pursuant to the requirements of the OMA. In addition, since 2004, as required by the OMA, the Village Clerk has prepared a verbatim record of all Closed Meetings in the form of audio recordings, which recordings are subject to destruction or release for public inspection, as directed by the Corporate Authorities, once the written minutes of the Closed Meetings are prepared and approved by the Corporate Authorities. The recordings are to be destroyed only after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired; and

WHEREAS, the OMA also requires the Corporate Authorities to meet, at least semi-annually, to review the minutes of Closed Meetings in order to approve their content and to determine whether such minutes, or any portions thereof, can be released for public review or remain closed to public review; and

WHEREAS, the Corporate Authorities have reviewed the minutes of all duly recorded Closed Meetings, as identified below, and have made the following determinations about: (1) the approval of the content and the advisability of the release of the Closed Meeting minutes or the retention of such minutes; (2) the destruction of certain verbatim audio recordings of the Closed Meetings as permitted by the OMA; and (3) the need to maintain the confidentiality of certain verbatim audio recordings of the Closed Meetings until such future time as the Corporate Authorities decide to either release or destroy the audio recordings in accordance with the OMA.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: The content of the following Closed Meeting minutes are approved and may be released for public inspection, except for those parts of the minutes that still need to remain confidential as noted below in Section 3:

January 2021:	None
February 2021:	None

March 2021: **None**
April 2021: **None**
May 2021: **None**
June 2021: **None**

SECTION 3: The content of the following Closed Meeting minutes are approved, but the need for confidentiality still exists as to all or part of these minutes as noted below:

January 2021: **None**
February 2021: **None**
March 2021: **None**
April 2021: **April 20**
May 2021: **None**
June 2021: **June 1**

SECTION 4: The Corporate Authorities further make the following determination: All other Closed Meeting minutes from prior years and those that have not been included in this Resolution, and their related audio recordings, which have not already been approved for release for public inspection, shall remain confidential and closed from public inspection until, at least, the next periodic review by the Corporate Authorities, or as directed by the Corporate Authorities in accordance with an approved Resolution that supersedes the determinations of the Corporate Authorities as set forth in this Resolution.

SECTION 5: Beginning January 1, 2004, the Act requires that a verbatim record of all Closed Meetings be kept in the form of an audio or video recording and that such recordings can be destroyed but only after the Corporate Authorities: (a) approve the written meeting minutes for each completed Closed Meeting; and (b) authorize the destruction of such recordings, provided at least eighteen (18) months have passed since the date of the last such approval or authorization. The Village has elected to maintain a verbatim record of all Closed Meetings in the form of audio recordings. The Corporate Authorities make the following determinations:

- A. In regard to the Closed Meetings where the written minutes have not been prepared at this time, there is still a need for confidential treatment of the audio recordings of those Closed Meetings until such time as the written minutes are prepared and approved by the Corporate Authorities and a final decision is made by the Corporate Authorities as to the destruction of the audio recordings or the release of such audio recordings for public inspection.
- B. Each of the audio recordings of Closed Meetings, which were completed more than eighteen (18) months ago and for which written minutes have been prepared and approved by the Corporate Authorities more than eighteen (18) months ago, shall be destroyed by the Village Clerk on the next business day following the approval date of this Resolution.

SECTION 6: The Village President is authorized and directed to sign and the Village Clerk is authorized and directed to attest to this Resolution.

ADOPTED this ___ day of July, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this ___ day of July, 2021.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2021-_____

**A RESOLUTION APPROVING THE CONTENT OF
AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD
(2021 HALF YEAR REVIEW)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the ___ day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of July, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, Hancock Engineering

SPECIFIC ACTION REQUESTED: Payment approval of the invoices for engineering services rendered for the Village of Maywood Public Works Department.

Invoice	Amount	Description
21-0398	\$9,498.00	10 th and Roosevelt WM Construction Engineering
21-0399	\$51,678.00	2021 Alley and Roadway Improvement (Madison TIF)
21-0400	\$9,775.00	Warren Street CDBG Improvements – PY 2020
21-0402	\$19,684.00	Madison Street Water Main Improvements (DCEO)
21-0405	\$26,148.34	Washington Boulevard, Phase II Engineering
21-0513	\$20,696.50	First Ave Water Main Improvements
21-0515	\$53,244.00	2021 Alley, Roadway, and Water Main Improvements
21-0517	\$12,236.00	Madison Street Water Main Improvements (DCEO)
21-0522	\$26,476.87	Washington Boulevard, Phase II Engineering

RECOMMENDATION: It is recommendation that the total payments of \$229,436.71 be approved for payment. The expense account to be charged: Various Accounts.



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

ENTERED
(6-1-21)

RECOMMENDED TO BE PAID	
DATE:	5-28-21
DEPT HEAD:	[Signature]
EXPENSE ACCT:	73-53-52400
PO#	

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
40 MADISON ST.
MAYWOOD, IL 60153

ATTN: MR. WILLIE NORFLEET, JR., VILLAGE MANAGER

INVOICE

INVOICE DATE: 5/20/2021
INVOICE NO: 21-0398
BILLING THROUGH: 4/30/2021

5652013905 - CE - 10th and Roosevelt WM Construction Engineering

Engineering Service Related to construction observation, project coordination, measurement and documentation of field quantities, and preparation of contractor pay estimates.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
ENGINEER - IV	76.00	\$126.00	\$9,576.00
TOTAL SERVICES		76.00	\$9,576.00
IN EXCESS OF NOT-TO-EXCEED AMOUNT			-\$78.00
SUBTOTAL			\$9,498.00
AMOUNT DUE THIS INVOICE			\$9,498.00

This invoice is due on 6/19/2021

CC: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

SERVICES BTD	EXPENSES BTD	LAST INV NO	LAST INV DATE	LAST INV AMT	LAST PAY AMT	PREV UNPAID AMT
\$13,000.00	\$0.00	21-0304	4/26/2021	\$3,502.00	--	\$3,502.00



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

ENTERED
6-1-21

RECOMMENDED TO BE PAID	
DATE:	5/28/21
DEPT HEAD:	[Signature]
EXPENSE ACCT:	72-33-52400
PO#	

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
40 MADISON ST.
MAYWOOD, IL 60153

INVOICE

INVOICE DATE: 5/20/2021
INVOICE NO: 21-0399
BILLING THROUGH: 4/30/2021

ATTN: MR. WILLIE NORFLEET, JR., VILLAGE MANAGER

5652023801 - 2021 Alley and Roadway Improvement (Madison TIF)

Engineering Service related to performing topographic survey, drafting of plan drawings, preliminary engineering, correspondence with public utilities, and preparation of design exhibits.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	\$156,600.00	33.00	\$51,678.00	\$0.00	\$51,678.00
TOTAL	\$156,600.00		\$51,678.00	\$0.00	\$51,678.00

SUBTOTAL \$51,678.00

AMOUNT DUE THIS INVOICE \$51,678.00

This invoice is due on 6/19/2021

CC: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

ENTERED
6-1-21

RECOMMENDED TO BE PAID	
DATE:	5-28-21
DEPT HEAD:	[Signature]
EXPENSE ACCT:	1-50-52400
PO#	

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
40 MADISON ST.
MAYWOOD, IL 60153

ATTN: MR. WILLIE NORFLEET, JR., VILLAGE MANAGER

INVOICE

INVOICE DATE: 5/20/2021
INVOICE NO: 21-0400
BILLING THROUGH: 4/30/2021

5652024901 - Warren Street CDBG Improvements - PY 2020

Engineering Service related to preparation of detailed plans, specifications, and regulatory permits.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	\$42,500.00	90.00	\$38,250.00	\$28,475.00	\$9,775.00
TOTAL	\$42,500.00		\$38,250.00	\$28,475.00	\$9,775.00

SUBTOTAL \$9,775.00

AMOUNT DUE THIS INVOICE \$9,775.00

This invoice is due on 6/19/2021

CC: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

ENTERED
6-1-21

RECOMMENDED TO BE PAID	
DATE:	5/28/21
DEPT HEAD:	[Signature]
EXPENSE ACCT:	72-33-52400
PO#	

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
40 MADISON ST.
MAYWOOD, IL 60153

ATTN: MR. WILLIE NORFLEET, JR., VILLAGE MANAGER

INVOICE

INVOICE DATE: 5/20/2021
INVOICE NO: 21-0402
BILLING THROUGH: 4/30/2021

5652101505 - Madison St Water Main Improvements (DCEO)

Engineering Service related to preparation of plan design, contract documents, and regulatory permits.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	\$53,200.00	67.00	\$35,644.00	\$15,960.00	\$19,684.00
TOTAL	\$53,200.00		\$35,644.00	\$15,960.00	\$19,684.00

SUBTOTAL \$19,684.00

AMOUNT DUE THIS INVOICE \$19,684.00

This invoice is due on 6/19/2021

CC: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

ENTERED
6-1-21

RECOMMENDED TO BE PAID	
DATE:	5-28-21
DEPT HEAD:	[Signature]
EXPENSE ACCT:	1-50-52400
PO#	



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 5/20/2021
INVOICE NO: 21-0405
BILLING THROUGH: 4/30/2021

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD, IL 60153

ATTN: MR. WILLIE NORFLEET, JR., VILLAGE MANAGER

5651923101 - WASHINGTON BOULEVARD, PHASE II ENGINEERING

ENGINEERING SERVICES RENDERED:

I. Direct Labor (DL)			
Previous	07/01/2020 - 03/31/2021		\$47,344.45
Current	04/01/2021 - 04/30/2021		<u>\$9,380.15</u>
Total DL			\$56,724.60
II. Overhead - (OH)			
DL * 115.08%			<u>\$67,077.96</u>
			\$123,802.56
III. Fixed Fee -	\$39,134.32	49.2952%	\$19,292.76
IV. Services by Others - Current Invoice Copies Attached			
Previous:	Krisch Land Surveying)	\$9,600.00	
Previous:	(Gewalt Hamilton)	\$15,997.04	
Previous:	(SantaCruz)	\$16,400.00	
Current:	(SantaCruz)	\$3,221.00	<u>\$45,218.04</u>

TOTAL PROJECT COST \$188,313.36
Less Previously Billed -162,165.02

BILL NO. 8, AMOUNT DUE THIS INVOICE \$26,148.34

This invoice is due on 5/14/2021

cc: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

Invoice No. 21-0405
Page 2 of 2

Project: Washington Boulevard, Phase II Engineering
MFT 18-00139-00-PV/ WQLN (497) / C-91-289-18

Period: 04/01/2021 - 04/30/2021

EMPLOYEE	CLASSIFICATION	HOURS		RATE	DIRECT SALARIES
		Regular	Overtime		
BURNS	CAD-II	12.00		\$22.60	\$271.20
CLARK	ENGINEER-VI	49.00		56.49	2,768.01
GOUMAS	ENGINEER-VI	3.00		65.60	196.80
GROMADA	ENGINEER-III	8.00		35.43	283.44
LOME	ENGINEER-III	28.00		31.25	875.00
MARTIN	CAD-MGR	5.50		39.71	218.41
NAZZAL	ENGINEER-IV	34.00		40.87	1,389.58
PETERHANSEN	ENGINEER-VI	48.50		64.10	3,108.85
PHILLIPS	ENGINEER-III	<u>8.50</u>		31.63	<u>268.86</u>
		196.50			\$9,380.15



222 Northfield Rd - Ste 201
 Northfield, IL 60093
 847.868.9620

5/15/2021

INVOICE #: 3235

Edwin Hancock Engineering
 Bill Peterhansen
 9933 Roosevelt Road
 Westchester, IL 60154

JOB NO.: Village of Maywood

ROUTE: Washington Blvd

CONTRACT #: Agency: Maywood

DATE	Parcels Negotiated/Services/Expenses	QTY	RATE	AMOUNT
5/15/2021	Legal Fees / Negotiations - Parcel #: 0003	1	2,900.00	2,900.00

674

EDWIN HANCOCK ENGINEERING CO.

DATE 4/30/2021

PROJECT NO. 565-19-23101

Thank you for allowing us to assist you in this project.

Total	\$2,900.00
--------------	------------

Santacruz Land Acquisitions

222 Northfield Rd - Ste 201
 Northfield, IL 60093
 847.868.9620

5/15/2021

Edwin Hancock Engineering
 Bill Peterhansen
 9933 Roosevelt Road
 Westchester, IL 60154

INVOICE #: 3239

JOB NO.: Village of Maywood

ROUTE: Washington Blvd

DATE	Parcels Negotiated/Services/Expenses	Invoice	AMOUNT
5/4/2021	Title Services - Parcel # 0003	642171	296.00
5/15/2021	Service Fee for title invoice		25.00
<p>675</p> <p>RECOMMENDED FOR APPROVAL</p> <p>EDWIN HANCOCK ENGINEERING CO.</p> <p><i>[Signature]</i></p> <p>DATE <u>4/30/2021</u></p> <p>PROJECT NO. <u>565-19-23101</u></p>			

Thank you for allowing us to assist you in this project.

Total	\$321.00
--------------	-----------------

Sincerely,

J S S

J. Steve Santacruz

Village of
Maywood

INVOICE #: 642171

Invoice Date: 05/04/2021

INVOICE

(Please reference INVOICE # on payment)

Wheatland Title Company

105 W. Veterans Parkway
Yorkville, Illinois 60560
(630) 892-2323
FEIN 36-3576897

TO:
Santacruz Land Acquisitions
222 Northfield Suite 201
Northfield, IL 60093

WTG File Number: SAN-CO-20487.0
Title Effective Date: 04/26/2021
Section: 11
Township: 39N
Range: 12E

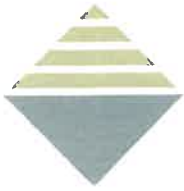
Customer Reference(s):

Job Number: R-55-001-97
Order: Washington Boulevard - 18-00139-00-PV
Parcel: 0003
Owner: Chicago Title Land Trust Company as successor to The Lawndale Trust
and Savings Bank as Trustee under Trust Agreement dated November 22,
known as Trust No. 6287

Tax Parcel Number: 15-11-332-017

FNT Title Commitment (CE)	\$250.00
Copy Fee	\$46.00
TOTAL COST	\$296.00

Edwin Hancock



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. CHASITY WELLS-ARMSTRONG, VILLAGE MANAGER
40 MADISON STREET
MAYWOOD, IL 60153

INVOICE DATE: 6/18/2021
INVOICE NO: 21-0513
BILLING THROUGH: 5/31/2021

5651829605 - First Ave Water Main Improvements - Construction Engineering

Engineering Service related to preparation and attendance of preconstruction meeting, review of shop drawings, providing line and grade staking, and construction layout, construction observation, and measurement of quantities.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
CAD - I	2.00	\$93.00	\$186.00
ENG TECH - II	76.00	\$65.00	\$4,940.00
ENGINEER - II	100.00	\$98.00	\$9,800.00
ENGINEER - IV	1.00	\$118.00	\$118.00
ENGINEER - VI	42.50	\$133.00	\$5,652.50
TOTAL SERVICES	221.50		\$20,696.50

BILL NO. 9, AMOUNT DUE THIS INVOICE \$20,696.50

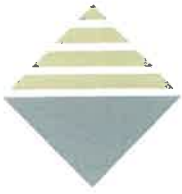
This invoice is due on 7/18/2021

cc: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

RECOMMENDED TO BE PAID	
DATE:	_____
DEPT HEAD:	<i>[Signature]</i>
EXPENSE ACCT:	_____
PO#	_____

ACCOUNT SUMMARY

SERVICES BTD	EXPENSES BTD	LAST INV NO	LAST INV DATE	LAST INV AMT	LAST PAY AMT	PREV UNPAID AMT
\$20,696.50	\$0.00	--	--	--	--	--



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 6/18/2021
INVOICE NO: 21-0515
BILLING THROUGH: 5/31/2021

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. CHASITY WELLS-ARMSTRONG, VILLAGE MANAGER
40 MADISON STREET
MAYWOOD, IL 60153

5652023801 - 2021 Alley, Roadway, and Water Main Improvements – Design Engineering

Engineering Service related to preparing detailed plans, specifications, and estimates of cost.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	\$156,600.00	67%	\$104,922.00	\$51,678.00	\$53,244.00
TOTAL	\$156,600.00		\$104,922.00	\$51,678.00	\$53,244.00

BILL NO. 2, AMOUNT DUE THIS INVOICE \$53,244.00

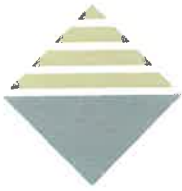
This invoice is due on 7/18/2021

cc: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

RECOMMENDED TO BE PAID	
DATE:	_____
DEPT HEAD:	<i>[Signature]</i>
EXPENSE ACCT:	_____
PO#	_____

ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$104,922.00	\$0.00	\$104,922.00



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 6/18/2021
INVOICE NO: 21-0517
BILLING THROUGH: 5/31/2021

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. CHASITY WELLS-ARMSTRONG, VILLAGE MANAGER
40 MADISON STREET
MAYWOOD, IL 60153

5652101505 - Madison St Water Main Improvements (DCEO) – Design Engineering

Engineering Service related to preparation of plan design, contract documents, and regulatory permits.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	\$53,200.00	90%	\$47,880.00	\$35,644.00	\$12,236.00
TOTAL	\$53,200.00		\$47,880.00	\$35,644.00	\$12,236.00

BILL NO. 4, AMOUNT DUE THIS INVOICE \$12,236.00

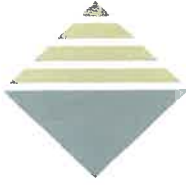
This invoice is due on 7/18/2021

cc: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

RECOMMENDED TO BE PAID	
DATE:	_____
DEPT HEAD:	<i>[Signature]</i>
EXPENSE ACCT:	_____
PO#	_____

ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$47,880.00	\$7,980.00	\$39,900.00



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD, IL 60153

INVOICE DATE: 6/18/2021
INVOICE NO: 21-0522
BILLING THROUGH: 5/31/2021

ATTN: MS. CHASITY WELLS-ARMSTRONG, VILLAGE MANAGER

5651923101 - WASHINGTON BOULEVARD, PHASE II ENGINEERING

ENGINEERING SERVICES RENDERED:

I. Direct Labor (DL)

Previous	07/01/2020 - 04/30/2021	\$56,724.60
Current	05/01/2021 - 05/31/2021	<u>\$10,991.36</u>
Total DL		\$67,715.96

II. Overhead - (OH)

DL * 115.08%		<u>\$79,726.82</u>
		\$147,442.78

III. Fixed Fee -	\$39,134.32	56.5436%	\$22,129.41
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IV. Services by Others - Current Invoice Copies Attached

Previous:	Krisch Land Surveying)	\$9,600.00	
Previous:	(Gewalt Hamilton)	\$15,997.04	
Previous:	(SantaCruz)	\$19,621.00	<u>\$45,218.04</u>

TOTAL PROJECT COST	\$214,790.23
Less Previously Billed	-188,313.36

BILL NO. 9, AMOUNT DUE THIS INVOICE \$26,476.87

This invoice is due on 5/14/2021

cc: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

RECOMMENDED TO BE PAID

DATE: _____

DEPT HEAD: [Signature]

EXPENSE ACCT: _____

PO# _____

Invoice No. 21-0522
Page 2 of 2

Project: Washington Boulevard, Phase II Engineering
MFT 18-00139-00-PV/ WQLN (497) / C-91-289-18

Period: 05/01/2021 - 05/31/2021

EMPLOYEE	CLASSIFICATION	HOURS		RATE	DIRECT SALARIES
		Regular	Overtime		
CLARK	ENGINEER-VI	84.00		56.49	4,745.16
GOUMAS	ENGINEER-VI	11.00		65.60	721.60
MARTIN	CAD-MGR	70.50		39.71	2,799.55
NAZZAL	ENGINEER-IV	3.00		40.87	122.61
PETERHANSEN	ENGINEER-VI	16.50		64.10	1,057.65
SCIARINI	ENGINEER-II	<u>51.00</u>		30.29	<u>1,544.79</u>
		236.00			\$10,991.36

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021,
SUBJECT: Payment Approval, Home Improvements USA, Inc

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #8949 dated June 10, 2021, for materials to be used for the installation of a new roof over the apparatus bay floor of fire station #1 for the Village of Maywood Fire Department.

RECOMMENDATION: It is recommendation that the total payments of \$55,650.00 be approved for payment. The expense account to be charged: Madison TIF.

Home Improvements USA, Inc.
 480 INDUSTRIAL DR
 NAPERVILLE, IL 605633934
 630-420-7619

Invoice 8949



BILL TO

Craig Bronaugh Jr-Fire Chief
 Maywood Fire Dept.
 700 St. Charles Rd
 Maywood, IL 60153

DATE
06/10/2021

PLEASE PAY
\$55,650.00

DUE DATE
07/10/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Contract Deposits	Customer Deposit on Job	1	55,650.00	55,650.00

Customer is responsible for 1.5% interest on unpaid balance as well as any and all charges and/or legal fees sustained by Home Improvements USA, Inc. in an effort to collect monies owed.

TOTAL DUE \$55,650.00

THANK YOU.

RECOMMENDED TO BE PAID

DATE: June 14, 2021

DEPT HEAD: [Signature]

EXPENSE ACCT: _____

PO# _____

DEPARTMENT MEMORANDUM

Date: June 14, 2021
To: Office of the Finance Department
From: Office of the Fire Chief *CLB*
Re: Home Improvements USA Invoice

The attached invoice (from Home Improvements USA) is for the cost of roofing materials to be used in the construction / installation of a new metal roof over the apparatus bay floor of Fire Station No 1. This construction project was recently approved by the Village Board of Trustees (6/1/2021). Unless I am to be corrected, the cost for this project is to involve the Madison TIF Fund. In the event of any questions or directions, the Office of the Finance Department has my full attention.

CC; C 2
File

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, Insurance Program Managers Group

SPECIFIC ACTION REQUESTED: Payment approval of the PC/WC audit/renewal deposit for the Village of Maywood.

<u>INVOICE</u>	<u>DATE</u>	<u>AMOUNT</u>
SALES000000015993	05/27/2021	\$8,415.00
SALES00000001599	05/27/2021	\$24,285.00
SALES00000001599	05/27/2021	\$840.00
SALES00000001599	05/27/2021	\$45.00
SALES00000001599	05/27/2021	\$15,835.00
SALES00000001599	05/27/2021	\$10,475.00

RECOMMENDATION: It is recommendation that the total payments of \$59,895.00 be approved for payment. The expense account to be charged: 41-55-52400.

Insurance Program Managers Group
 225 Smith Road
 St. Charles IL 60174

Sales / Invoices	SALES000000015993
Date	5/27/2021

Customer:

Village of Maywood
 40 Madison Street
 Maywood IL 60153

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
Description: 2021 PC Deposit	MAYWOOD			Amount \$8,415.00
<p style="color: green;">Recommended To Be Paid:</p> <p>Expense Acct: _____</p> <p>Date: <u>07/08/2021</u> PO # _____</p> <p>Dept. Head: <u>[Signature]</u></p>				

Subtotal	\$8,415.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Payment	\$0.00
Total Due	\$8,415.00

Insurance Program Managers Group
 225 Smith Road
 St. Charles IL 60174

Sales / Invoices	SALES000000015994
Date	5/27/2021

Customer:

Village of Maywood 40 Madison Street Maywood IL 60153

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
Description: 2020-2021 PC Audit	MAYWOOD			Amount \$24,285.00
<p>Recommended To Be Paid:</p> <p>Expense Acct: _____</p> <p>Date: <u>07/08/2021</u> PO # _____</p> <p>Dept Head: <u>[Signature]</u></p>				

Subtotal	\$24,285.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Payment	\$0.00
Total Due	\$24,285.00

Insurance Program Managers Group
 225 Smith Road
 St. Charles IL 60174

Sales / Invoices	SALES000000015995
Date	5/27/2021

Customer:

Village of Maywood
 40 Madison Street
 Maywood IL 60153

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
Description: 2019-2020 PC Audit	MAYWOOD			Amount \$840.00
<p>Recommended To Be Paid:</p> <p>Expense Acct: _____</p> <p>Date <u>07/08/2021</u> PO # _____</p> <p>Dept. Head: <u>[Signature]</u></p>				

Subtotal	\$840.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Payment	\$0.00
Total Due	\$840.00

Insurance Program Managers Group
 225 Smith Road
 St. Charles IL 60174

Sales / Invoices	SALES000000015996
Date	5/27/2021

Customer:

Village of Maywood
 40 Madison Street
 Maywood IL 60153

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
Description: 2018-2019 PC Audit	MAYWOOD			Amount
				\$45.00
Recommended To Be Paid				
Expense Acct: _____ Date: <i>07/16/2021</i> PO # _____ Dept. Head: <i>Tracy K. L...</i>				
				Subtotal
				\$45.00
				Misc
				\$0.00
				Tax
				\$0.00
				Freight
				\$0.00
				Trade Discount
				\$0.00
				Payment
				\$0.00
				Total Due
				\$45.00

Insurance Program Managers Group
 225 Smith Road
 St. Charles IL 60174

Sales / Invoices	SALES000000015997
Date	5/27/2021

Customer:

Village of Maywood
 40 Madison Street
 Maywood IL 60153

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
Description: 2021 WC Deposit	MAYWOOD			Amount \$15,835.00
<p>Recommended To Be Paid:</p> <p>Expense Acct: _____</p> <p>Date: <u>5/27/2021</u> PO # _____</p> <p>Dept. Head: <u>[Signature]</u></p>				

Subtotal	\$15,835.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Payment	\$0.00
Total Due	\$15,835.00

Insurance Program Managers Group
225 Smith Road
St. Charles IL 60174

Sales / Invoices	SALES000000015998
Date	5/27/2021

Customer:

Village of Maywood
40 Madison Street
Maywood IL 60153

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
Description: 2020-2021 WC Audit	MAYWOOD			Amount \$10,475.00
<p>Recommended To Be Paid:</p> <p>Expense Acct: _____</p> <p>Date: <u>07/04/2021</u> PO # _____</p> <p>Dept. Head: <u>[Signature]</u></p>				

Subtotal	\$10,475.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Payment	\$0.00
Total Due	\$10,475.00

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, National Power Rodding

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #52306 for completed work on the referenced project. The project consists of the cleaning and televising of approximately 10,000 feet of combined sewers. A majority of the sewers were located within the proposed limits of 2021 Capital Improvement projects, as well as other projects in line for future improvements.

We have reviewed the work performed within Pay Estimate No. 1 and Final and have found the work represented by the quantities on this estimate satisfactorily completed to date. We have also reviewed the current project quantities with representatives of National Power Rodding Corporation and have found them to be an accurate reflection of the quantities completed on the project.

RECOMMENDATION: It is recommendation that the total payments of \$14,820.50 be approved for payment. The expense account to be charged: 72-33-52400 & 41-52-53400.

June 18, 2021

Ms. Chasity Wells-Armstrong
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: 2021 Sewer Cleaning and Televising Project
Pay Estimate No. 1 and Final

Recommended To Be Paid: 4,001.54
72-33-52400
Expense Acct: 44-52-53400 10,818.96
Date: _____ PO # _____
Dept. Head: [Signature] LS

Dear Ms. Wells-Armstrong:

→ National Power Rodding Corporation of Chicago, Illinois has completed work on the referenced project. The project consists of the cleaning and televising of approximately 10,000 feet of combined sewers. A majority of the sewers were located within the proposed limits of 2021 Capital Improvement projects, as well as other projects in line for future improvements.

We have reviewed the work performed within Pay Estimate No. 1 and Final and have found the work represented by the quantities on this estimate satisfactorily completed. We have reviewed the current project quantities with representatives of National Power Rodding Corporation and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor's Invoice No. 52306 in the amount of \$14,820.50. We have attached the Contractor's Affidavit and Final Waivers of Lien for this Pay Estimate No. 1 and Final.

This project is eligible to be funded 27% through the Madison Street TIF and 73% through the General Fund.

If you should have any questions, please call our office at your convenience.

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.

[Signature]
William Peterhansen, P.E., CFM

Sewer s/b water
72-33-52400 → 4,001.54 27%
~~44-52-53400~~
44-52-53400 → 10,818.96 73%

cc: Mr. John West, Director of Public Works
Mr. Reid Rupert, National Power Rodding

Enclosures

2021 Sewer Cleaning and Televising

Owner: Village of Maywood
 Contractor: National Power Rodding Corporation
 Engineer: Hancock Engineering Co.
 Engineer's Pay Estimate No. 1 and Final
 Date: 6-17-21

No.	Item	Unit	AWARDED		QUANTITY			Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed		
1	Basic Cleaning of 9" Diameter Sewer (Alley 200)	Foot	170	\$42.50	68	0	238	\$0.25	\$ 59.50
2	Heavy Cleaning of 9" Diameter Sewer (Alley 200)	Foot	85	21.25	-	14	71	0.25	17.75
3	Basic Cleaning of 24" Diameter Sewer (School St - 6th Ave to 7th Ave)	Foot	1,020	1,020.00	-	36	984	1.00	984.00
4	Heavy Cleaning of 24" Diameter Sewer (School St - 6th Ave to 7th Ave)	Foot	510	510.00	474	0	984	1.00	984.00
5	Basic Cleaning of 9" Diameter Sewer (N-S crossing of School St at 8th Ave & 7th Ave)	Foot	750	187.50	-	119	631	0.25	157.75
6	Heavy Cleaning of 9" Diameter Sewer (N-S crossing of School St at 8th Ave & 7th Ave)	Foot	250	25.00	-	250		0.10	-
7	Basic Cleaning of 12" Diameter Sewer (3rd ave - Prairie Path to Wilcox St)	Foot	340	85.00	31	0	371	0.25	92.75
8	Heavy Cleaning of 12" Diameter Sewer (3rd Ave - Prairie Path to Wilcox St)	Foot	170	42.50	201	0	371	0.25	92.75
9	Basic Cleaning of 12" Diameter Sewer (South Maywood Dr - 19th Ave to 17th Ave)	Foot	500	125.00	-	157	343	0.25	85.75
10	Heavy Cleaning of 12" Diameter Sewer (South Maywood Dr - 19th Ave to 17th Ave)	Foot	500	125.00	-	157	343	0.25	85.75
11	Basic Cleaning of 12" Diameter Sewer (4th Ave - Lexington St to Bataan Dr)	Foot	375	93.75	-	1	374	0.25	93.50
12	Heavy Cleaning of 12" Diameter Sewer (4th Ave - Lexington St to Bataan Dr)	Foot	125	31.25	-	125		0.25	-
13	Basic Cleaning of 9" Diameter Sewer (Washington Blvd - 21st Ave to Village Limits)	Foot	175	43.75	-	175		0.25	-
14	Heavy Cleaning of 9" Diameter Sewer (Washington Blvd - 21st Ave to Village Limits)	Foot	88	22.00	-	88		0.25	-
15	Basic Cleaning of 9" Diameter Sewer (7th Ave - Legion St to Washington Blvd)	Foot	1,990	497.50	-	240	1,750	0.25	437.50
16	Heavy Cleaning of 9" Diameter Sewer (7th Ave - Legion St to Washington Blvd)	Foot	1,333	333.25	-	1,163	170	0.25	42.50
17	Basic Cleaning of 12" Diameter Sewer (10th Ave - Adams St to Harrison St)	Foot	1,325	331.25	15	0	1,340	0.25	335.00
18	Heavy Cleaning of 12" Diameter Sewer (10th Ave - Adams St to Harrison St)	Foot	663	165.75	15	0	678	0.25	169.50
19	Basic Cleaning of 9" Diameter Sewer (7th Ave - Rice St to Augusta St)	Foot	1,000	250.00	300	0	1,300	0.25	325.00
20	Heavy Cleaning of 9" Diameter Sewer (7th Ave - Rice St to Augusta St)	Foot	330	82.50	-	330		0.25	-
21	Basic Cleaning of 12" Diameter Sewer (Various Locations)	Foot	2,400	600.00	-	1,461	939	0.25	234.75
22	Heavy Cleaning of 12" Diameter Sewer (Various Locations)	Foot	1,200	300.00	-	1,200		0.25	-
23	Televising Sewers	Foot	10,330	10,330.00	-	1,778	8,552	1.00	8,552.00
24	Removal and Disposal of Waste Materials	Ton	60	1,500.00	-	38	22.43	25.00	560.75
A1.	Emergency Cleaning along 5th Avenue at Augusta Street	Hour					5.00	302.00	1,510.00

Total \$16,764.75 \$ 14,820.50

Total Amount Due, Estimate No. 1 and Final \$ 14,820.50



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street • Chicago, IL 60612
(312) 666-7700 • Fax (312) 666-5810

INVOICE: 52306 Page: 1

Bill
To: VILLAGE OF MAYWOOD
40 MADISON ST.
MAYWOOD, IL 60153

Invoice Number 52306
Date 6/16/2021
Our Job No. MAY075-47
Your Reference
Requisition No.
Release No.
Authority
Terms Net 30 days
For Transactions To 5/14/2021

Item/Description	Quantity	Unit	Unit Price	Total Price
PROJECT: 2021 SEWER CLEANING & TELEVISIONING PROJECT				
LOCATION: MAYWOOD, IL				
BASIC CLEANING 9" (ALLEY 200)	238.00	FT	0.25	59.50
HEAVY CLEANING 12" (S. MAYWOOD DR. - 19TH to 17TH)	343.00	FT	0.25	85.75
BASIC CLEANING 12" (4TH AVE - LEXINGTON TO BATAAN)	374.00	FT	0.25	93.50
BASIC CLEANING 9" (7TH AVE. - LEGION TO WASH. BLVD)	1,750.00	FT	0.25	437.50
HEAVY CLEANING 9" (7TH AVE. - LEGION TO WASH. BLVD)	170.00	FT	0.25	42.50
BASIC CLEANING 12" (10TH AVE - ADAMS TO HARRISON)	1,340.00	FT	0.25	335.00
HEAVY CLEANING 12" (10TH AVE - ADAMS TO HARRISON)	678.00	FT	0.25	169.50
BASIC CLEANING 9" (7TH AVE - RICE TO AUGUSTA)	1,300.00	FT	0.25	325.00
HEAVY CLEANING 9" (ALLEY 200)	71.00	FT	0.25	17.75
BASIC CLEANING 12" (VARIOUS LOCATIONS)	939.00	FT	0.25	234.75
BASIC CLEANING 24" (SCHOOL ST 6TH-9TH AVE)	984.00	FT	1.00	984.00
HEAVY CLEANING 24" (SCHOOL ST - 6TH to 9TH AVE)	984.00	FT	1.00	984.00
BASIC CLEANING 9" (N-S CROSSING OF SCHOOL ST)	631.00	FT	0.25	157.75
BASIC CLEAN 12" (3RD AVE.-PRAIRIE PATH TO WILCOX)	371.00	FT	0.25	92.75



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street • Chicago, IL 60612
(312) 666-7700 • Fax (312) 666-5810

INVOICE: 52306 Page: 2

Bill
To: VILLAGE OF MAYWOOD
40 MADISON ST.
MAYWOOD, IL 60153

Invoice Number 52306
Date 6/16/2021
Our Job No. MAY075-47
Your Reference
Requisition No.
Release No.
Authority
Terms Net 30 days
For Transactions To 5/14/2021

HEAVY CLEAN 12" (3RD AVE.-PRAIRIE PATH TO WILCOX)	371.00 FT	0.25	92.75
BASIC CLEANING 12" (S. MAYWOOD DR. - 19TH to 17TH)	343.00 FT	0.25	85.75
Disposal Fees	22.43 TON	25.00	560.75
TELEVISIONING SEWERS	8,552.00 FT	1.00	8,552.00
EMERGENCY 5TH & AUGUSTA	302.00 HR	5.00	1,510.00

Subtotal:	14,820.50
Amount Paid:	0.00
Total:	14,820.50

FINAL WAIVER OF LIEN

STATE OF Illinois }
COUNTY OF COOK }

SS

Gyt # _____
Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Maywood
to furnish Sewer Cleaning and Televising
for the premises known as 2021 Sewer Cleaning and Televising Project
of which Village of Maywood is the owner.

THE undersigned, for and in consideration of fourteen thousand eight hundred twenty and 50/100
\$ 14,820.50 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens,
with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,
fixtures, apparatus, or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the
above-described premises, INCLUDING EXTRAS.*

DATE June 16, 2021 COMPANY NAME National Power Rodding Corp.
ADDRESS 2500 W. Arthington St. Chicago, IL 60612

SIGNATURE AND TITLE

[Signature]
William T. Kreidler, President

*EXTRAS INCLUDED BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF Illinois }
COUNTY OF COOK }

SS
SS

TO WHOM IT MAY CONCERN:

The undersigned, William T. Kreidler being duly sworn, deposes and
says that he or she is President of
National Power Rodding Corp. who is the
contractor furnishing Sewer Cleaning and Televising work on
building located at 2021 Sewer Cleaning and Televising Project
owned by Village of Maywood

That the total amount of the contract including extras is 14,820.50 on which he has received payment of
0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material
entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and
material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
National Power Rodding Corp.	Sewer Cleaning and Televising	\$ 14,820.50	\$ -	\$ 14,820.50	\$ -
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 14,820.50	\$ -	\$ 14,820.50	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE June 16, 2021

SIGNATURE *[Signature]*
William T. Kreidler, President

SUBSCRIBED AND SWORN TO BEFORE ME THIS

16th DAY OF June, 2021

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

[Signature]
437
NOTARY PUBLIC
"OFFICIAL SEAL"
KELLY S. DILBECK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 07/22/2021

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, Swallow Construction Corp

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #52306 for construction on the referenced project. The project generally involves water main improvements along First Avenue from Harrison Street to Madison Street, and along Washington Boulevard from First Avenue to Second Avenue.

The project to be constructed includes the installation of approximately 2,500' of ten-inch (10") diameter ductile iron water main pipe by horizontal directional drilling (HDD) method, connection of water mains, installation of new valves, water services and fire hydrants, abandonment of the existing water main, replacement of certain sections of sewer, pavement restoration, intermittent driveway and sidewalk restoration, parkway restoration, and other related work. Other key highlights include improved reconfiguration of the water main feed to Proviso East High School and looping of the existing water system along Washington Boulevard to improve circulation of the Village's water system.

The work represented on this pay estimate includes work performed between May 10, 2021, and June 30, 2021. Generally, the work performed within this period includes cleaning and televising of the existing combined sewer, installation of water main by HDD method, valves, fire hydrants, water main connections, replacement of certain catch basins, storm sewer laterals, and combined sewer manholes. We have reviewed the work performed within Pay Estimate No. 1 and Final and have found the work represented by the quantities on this estimate satisfactorily completed to date. We have also reviewed the current project quantities with representatives of Swallow Construction Corp and have found them to be an accurate reflection of the quantities completed on the project.

RECOMMENDATION: It is recommendation that the total payments of \$755,767.71 be approved for payment. The expense account to be charged: Madison Street TIF.

July 2, 2021

Ms. Chasity Wells-Armstrong
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: First Avenue Water Main Improvements Project
Pay Estimate No. 1

RECOMMENDED TO BE PAID	
DATE:	_____
DEPT HEAD:	<i>[Signature]</i>
EXPENSE ACCT:	_____
PO#	_____

Dear Ms. Wells-Armstrong:

Swallow Construction Corporation of West Chicago, Illinois has started working on the referenced project. The project generally involves water main improvements along First Avenue from Harrison Street to Madison Street, and along Washington Boulevard from First Avenue to Second Avenue.

The project to be constructed includes the installation of approximately 2,500' of ten-inch (10") diameter ductile iron water main pipe by horizontal directional drilling (HDD) method, connection of water mains, installation of new valves, water services and fire hydrants, abandonment of the existing water main, replacement of certain sections of sewer, pavement restoration, intermittent driveway and sidewalk restoration, parkway restoration, and other related work. Other key highlights include improved reconfiguration of the water main feed to Proviso East High School, and looping of the existing water system along Washington Boulevard to improve circulation of the Village's water system.

The work represented on this pay estimate includes work performed between May 10, 2021 and June 30, 2021. Generally, the work performed within this period includes cleaning and televising of the existing combined sewer, installation of water main by HDD method, valves, fire hydrants, water main connections, replacement of certain catch basins, storm sewer laterals, and combined sewer manholes. We have reviewed the work performed within Pay Estimate No. 1 and have found the work represented by the quantities on this estimate satisfactorily completed. We have reviewed the current project quantities with representatives of Swallow Construction Corp. and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor's Invoice No. 1, dated June 30, 2021 in the amount of \$755,769.71. We have also attached the Contractor's Affidavit and Waiver of Lien for this Pay Estimate No. 1.

The majority of the project is located within the boundaries of the Madison Street TIF, with certain extensions beyond the boundary in order to provide complete system improvements and logical continuity to the Village's water system. A review of the costs indicates that 85.3% of the construction costs are Madison TIF eligible, with 14.7% of the construction costs to be supported by the water fund or general fund.

If you should have any questions, please call our office at your convenience.

July 2, 2021

Page 2 of 2

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

cc: Mr. John West, Director of Public Works
Mr. Lello Brandisimo, Swallow Construction Corp.

Enclosures

First Avenue Water Main Improvements
 Owner: Village of Maywood
 Contractor: Swallow Construction Corporation
 Engineer: Hancock Engineering Co.
 Engineer's Pay Estimate No. 1
 Date: 6-29-2021

No.	Item	Unit	AWARDED		QUANTITY			Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed		
1	10" Diameter, Ductile Iron Pipe, Class 52, Water Main (HDD)	Foot	2,550	331,500.00	-	2,550	2,440	\$ 130.00	\$ 317,200.00
2	6" Diameter, Ductile Iron Pipe, Class 52, Water Main (HDD)	Foot	225	29,925.00	-	225	180	133.00	23,940.00
3	12" Diameter, Ductile Iron Pipe, Class 52, Water Main (Trench)	Foot	95	2,030.00	-	35	19	58.00	1,073.00
4	10" Diameter, Ductile Iron Pipe, Class 52, Water Main (Trench)	Foot	490	37,240.00	-	490	338	76.00	25,688.00
5	8" Diameter, Ductile Iron Pipe, Class 52, Water Main (Trench)	Foot	30	1,170.00	-	30		39.00	-
6	6" Diameter, Ductile Iron Pipe, Class 52, Water Main (Trench)	Foot	425	13,175.00	-	425	81.5	31.00	2,526.50
7	12" Gate Valve	Each	1	7,000.00	-	1	1	7,000.00	7,000.00
8	10" Gate Valve	Each	8	52,000.00	-	8	7	6,500.00	45,500.00
9	8" Gate Valve	Each	1	5,500.00	-	1		5,500.00	-
10	6" Gate Valve	Each	6	27,000.00	-	6	2	4,500.00	9,000.00
11	Valve Vault, Type A, 5' Diameter, Type 1 Frame, Closed Lid	Each	2	3,800.00	-	2	2	1,900.00	3,800.00
12	Valve Vault, Type A, 4' Diameter, Type 1 Frame, Closed Lid	Each	13	24,700.00	-	13	9	1,900.00	17,100.00
13	Valve Box	Each	6	1,500.00	-	6		250.00	-
14	Fire Hydrant with Auxiliary Valve and Box	Each	13	95,550.00	-	13	9	7,350.00	66,150.00
15	Special Ductile Iron Fittings	Pound	4,500	29,250.00	281	4,500	4,780.5	6.50	31,073.25
16	Restrained Joint, 12"	Each	15	1,500.00	-	15	11	100.00	1,100.00
17	Restrained Joint, 10"	Each	75	5,662.50	-	75	74	75.50	5,587.00
18	Restrained Joint, 8"	Each	20	1,055.00	-	20	2	52.75	105.50
19	Restrained Joint, 6"	Each	85	3,357.50	-	85	49	39.50	1,935.50
20	Viton Gasket, 12"	Each	9	1,080.00	-	9		120.00	-
21	Viton Gasket, 10"	Each	129	12,126.00	-	129		94.00	-
22	Viton Gasket, 8"	Each	10	750.00	-	10		75.00	-
23	Viton Gasket, 6"	Each	73	3,285.00	-	73		45.00	-
24	Fire Hydrant Removal	Each	11	7,425.00	-	11		675.00	-
25	Fire Hydrant Removal (Special)	Each	2	2,500.00	-	2		1,250.00	-
26	Short Water Service, 1"	Each	25	42,500.00	-	25		1,700.00	-
27	Short Water Service, 1-1/2"	Each	2	5,000.00	-	2		2,500.00	-
28	Short Water Service, 2"	Each	1	3,500.00	-	1		3,500.00	-
29	Long Water Service, 1" (Directional Bore)	Each	7	25,900.00	-	7		3,700.00	-
30	Long Water Service, 1-1/2" (Directional Bore)	Each	1	4,600.00	-	1		4,600.00	-
31	Long Water Service, 2" (Directional Bore)	Each	2	11,000.00	-	2		5,500.00	-
32	Water Main Connection at Harrison Street	Each	1	20,000.00	-	1		20,000.00	-
33	Water Main Disconnection at Harrison Street	Each	1	15,000.00	-	1		15,000.00	-
34	Water Main Connection between Harrison Street and Congress Street	Each	1	25,000.00	-	1		25,000.00	-
35	Water Main Connection at Madison Street	Each	1	30,000.00	-	1	1	30,000.00	30,000.00
36	Water Main Connection/Disconnection at Proviso East High School	Each	1	15,000.00	-	1		15,000.00	-
37	Water Main Connection at Warren Street	Each	1	25,000.00	-	1		25,000.00	-
38	Water Main Connection/Disconnection at Washington Boulevard	Each	1	20,000.00	-	1		20,000.00	-
39	Water Main Connection at 2nd Avenue	Each	1	15,000.00	-	1	1	15,000.00	15,000.00
40	16"x10" Pressure Connection	Each	1	15,000.00	-	1	1	15,000.00	15,000.00
41	Pressure Testing and Disinfection	LS	1	15,000.00	-	1		15,000.00	-
42	Basic Cleaning of 10" Diameter Sewer	Foot	915	2,287.50	-	915		2.50	-
43	Heavy Cleaning of 10" Diameter Sewer	Foot	915	457.50	-	915		0.50	-
44	Basic Cleaning of 12" Diameter Sewer	Foot	2,300	6,900.00	-	2,300	1,830	3.00	5,490.00
45	Heavy Cleaning of 12" Diameter Sewer	Foot	2,300	1,725.00	-	2,300		0.75	-
46	Basic Cleaning of 24" Diameter Sewer	Foot	125	2,500.00	-	125		20.00	-
47	Heavy Cleaning of 24" Diameter Sewer	Foot	125	500.00	-	125		4.00	-
48	Basic Cleaning of 48" Diameter Sewer	Foot	250	6,250.00	-	250		25.00	-
49	Heavy Cleaning of 48" Diameter Sewer	Foot	250	1,250.00	-	250		5.00	-
50	Televising Sewers	Foot	5,200	26,000.00	-	5,200	1,830	5.00	9,150.00
51	Removal and Disposal of Waste Materials	Ton	25	2,500.00	-	25	6	100.00	600.00
52	8" Diameter PVC Sewer Pipe Replacement	Foot	15	1,950.00	-	15		130.00	-
53	12" Diameter PVC Sewer Pipe Replacement	Foot	55	5,170.00	-	55		94.00	-
54	Additional 8" Diameter PVC Sewer Pipe Replacement	Foot	10	660.00	-	10		66.00	-
55	Additional 12" Diameter PVC Sewer Pipe Replacement	Foot	25	1,325.00	-	25		53.00	-
56	6" Diameter PVC Sanitary Sewer Service Pipe	Foot	85	8,755.00	-	85	8	103.00	824.00
57	10" Diameter Ductile Iron Pipe Storm Sewer Pipe	Foot	20	2,600.00	-	20		130.00	-
58	10" Diameter PVC Storm Sewer Pipe	Foot	430	22,790.00	-	430	59	53.00	3,127.00
59	Trench Backfill	CuYd	1,000	37,000.00	-	1,000	326	37.00	12,062.00
60	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	17	42,500.00	-	17	4	2,500.00	10,000.00
61	10"x4" Catch Basin Trap and Restrictor	Each	13	5,200.00	-	13	3	400.00	1,200.00
62	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Closed Lid	Each	6	19,800.00	-	6		3,300.00	-
63	Connection to Existing Structure	Each	3	9,300.00	-	3	1	3,100.00	3,100.00
64	Frames & Lids to be Adjusted	Each	1	1,000.00	-	1		1,000.00	-
65	Structure to be Reconstructed	Each	1	1,800.00	-	1		1,800.00	-
66	Frames & Lids	Each	1	450.00	-	1		450.00	-
67	Valve Vault to be Abandoned	Each	6	2,700.00	-	6		450.00	-
68	Structure to be Removed	Each	13	5,850.00	-	13	2	450.00	900.00
69	Structure to be Cleaned	Each	23	10,350.00	-	23		450.00	-
70	Exploratory Excavation	Hour	20	10,400.00	-	20	15.5	520.00	8,060.00
71	Removal and Disposal of Regulated Substances	CuYd	4,000	40,000.00	-	4,000		10.00	-
72	Combined Curb and Gutter Removal	Foot	920	1,840.00	-	920	90	2.00	180.00
73	Sidewalk Removal	SqFt	8,000	8,000.00	-	8,000	700	1.00	700.00
74	Driveway Pavement Removal	SqYd	250	3,250.00	-	250	30	13.00	390.00
75	Pavement Removal	SqYd	475	2,256.25	-	475	149	4.75	707.75
76	Incidental Hot-Mix Asphalt Surface Removal	SqYd	345	1,035.00	-	345		3.00	-
77	Hot-Mix Asphalt Surface Removal	SqYd	440	3,300.00	-	440		7.50	-
78	Combination Curb and Gutter, Type B-6.12 (Modified)	Foot	750	24,750.00	-	750		33.00	-
79	Concrete Curb, Type B	Foot	160	5,280.00	-	160		33.00	-
80	Portland Cement Concrete Sidewalk, 5"	SqFt	8,000	64,000.00	-	8,000		8.00	-
81	Detectable Warnings	SqFt	144	3,547.50	-	110		32.25	-
82	Portland Cement Concrete Driveway Pavement, 7"	SqYd	250	16,500.00	-	250		66.00	-
83	Portland Cement Concrete Driveway Pavement, 8"	SqYd	100	7,300.00	-	100		73.00	-
84	White Wax Compound	SqYd	1,300	2,275.00	-	1,300		1.75	-

85	Portland Cement Concrete Base Course, 8"	SqYd	400	28,900.00	-	400		72.25	-
86	Deformed Tie Bars	Each	450	4,612.50	-	450		10.25	-
87	Class D Patches, 12"	SqYd	675	70,875.00	-	675		105.00	-
88	Incidental Hot-Mix Asphalt Surfacing	Ton	100	11,000.00	-	100		110.00	-
89	Bituminous Materials (Tack Coat) SS-1	Gallon	135	641.25	-	135		4.75	-
90	Hot-Mix Asphalt Surface Course, Mix 'D', N50	Ton	175	19,250.00	-	175		110.00	-
91	Rebuild Existing Handhole	Each	2	3,750.00	-	2		1,875.00	-
92	Detector Loop Replacement	Foot	550	9,075.00	-	550		16.50	-
93	Bollards	Each	4	4,000.00	-	4	2	1,000.00	2,000.00
94	Tree Removal	In-Dia	35	2,975.00	-	35		85.00	-
95	Topsoil Placement, 4"	SqYd	2,250	10,125.00	-	2,250		4.50	-
96	Sodding	SqYd	2,250	26,437.50	-	2,250		11.75	-
97	Supplemental Watering	Unit	50	50.00	-	50		1.00	-
98	Landscape Restoration	LS	1	1,200.00	-	1		1,200.00	-
99	Inlet Filters	Each	45	11,250.00	-	45	1	250.00	250.00
100	12" Line Stop	Each	2	6,600.00	-	2	2	3,300.00	6,600.00
101	8" Line Stop	Each	1	2,500.00	-	1		2,500.00	-
102	6" Line Stop	Each	6	15,000.00	-	6	1	2,500.00	2,500.00
103	Temporary Hot-Mix Asphalt Pavement	Ton	120	12,000.00	-	120	16	100.00	1,600.00
104	Allowance for Miscellaneous Restoration	Dollar	10,000	10,000.00	-	10,000		1.00	-
105	Changeable Message Sign	Cal-Day	28	840.00	-	28	10	30.00	300.00
106	Traffic Control and Protection	LS	1	250,000.00	-	1	0.50	250,000.00	125,000.00
A1	Maintenance of Existing Traffic Signals	Each			5.0		1.75	3,565.00	6,238.75
A2	Removal and Disposal of Existing Buried Steel Rails and Ties	LS			1.0		1.00	3,427.75	3,427.75
A3	Additional Locating of Unmarked Sanitary and Water Services	LS			1.0		1.00	4,101.56	4,101.56
A4	Conflict with Existing Unmarked Fire Hydrant Lead	LS			1.0		1.00	6,132.93	6,132.93
A5	Heavy Cleaning of Sewer (Outside of Pay Item Scope)	LS			1.0		1.00	6,323.63	6,323.63
									-
									-

Total	\$1,911,966.00	\$ 839,744.12
Retainer (10%)		\$ 83,974.41
Less Previous Pay Estimates		\$ -
Total Amount Due, Estimate No. 1		\$ 755,769.71

OWNER: Village of Maywood
 PAY REQUEST #: 1
 CONTRACT #: First Avenue Water Main Improvements
 PERIOD END: June 28, 2021
 INVOICED ON: June 30, 2021



JOB NO.: 2102
 SWALLOW CONSTRUCTION CORPORATION
 490 TOPSOIL DRIVE
 WEST CHICAGO, IL 60185
 TEL: 630-512-9900
 FAX: 630-512-9902

FOUNDATIONS CODE #	CODE	DESCRIPTION	CONTRACT QUANTITY	UNIT	COST/UNIT	BID COST	PREVIOUSLY BILLED QUANTITY	PREVIOUSLY BILLED COST	CURRENT QUANTITY	CURRENT BILLING COST	COMPLETED QUANTITY	COMPLETED TO DATE COST
17010	1	10" Diameter, Ductile Iron Pipe, Class 52	2560	ft	\$130.00	\$331,500.00	0.00	\$0.00	2,440.00	\$317,200.00	2,440.00	\$317,200.00
17008	2	6" Diameter, Ductile Iron Pipe, Class 52	225	ft	\$133.00	\$29,925.00	0.00	\$0.00	180.00	\$23,940.00	180.00	\$23,940.00
71512	3	12" Diameter, Ductile Iron Pipe, Class 52	35	ft	\$68.00	2,380.00	0.00	\$0.00	18.50	\$1,073.00	18.50	\$1,073.00
71510	4	10" Diameter, Ductile Iron Pipe, Class 52	480	ft	\$76.00	\$37,240.00	0.00	\$0.00	338.00	\$25,688.00	338.00	\$25,688.00
71508	5	8" Diameter, Ductile Iron Pipe, Class 52	30	ft	\$39.00	1,170.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
71506	6	6" Diameter, Ductile Iron Pipe, Class 52	425	ft	\$31.00	\$13,175.00	0.00	\$0.00	81.50	\$2,526.50	81.50	\$2,526.50
86012	7	12" Gate Valve	1	ea	\$7,000.00	7,000.00	0.00	\$0.00	1.00	\$7,000.00	1.00	\$7,000.00
86010	8	10" Gate Valve	6	ea	\$5,500.00	33,000.00	0.00	\$0.00	7.00	\$45,500.00	7.00	\$45,500.00
86008	9	8" Gate Valve	1	ea	\$5,500.00	5,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
86006	10	6" Gate Valve	6	ea	\$4,500.00	27,000.00	0.00	\$0.00	2.00	\$9,000.00	2.00	\$9,000.00
85005	11	Valve Vault, Type A, 5" Diameter, Type 1 Frame	2	ea	\$1,900.00	3,800.00	0.00	\$0.00	2.00	\$3,800.00	2.00	\$3,800.00
85015	12	Valve Vault, Type A, 5" Diameter, Type 1 Frame	13	ea	\$1,900.00	24,700.00	0.00	\$0.00	9.00	\$17,100.00	9.00	\$17,100.00
85503	13	Valve Box	6	ea	\$250.00	1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
85500	14	Fire Hydrant with Auxiliary Valve and Box	13	ea	\$7,350.00	95,550.00	0.00	\$0.00	9.00	\$66,150.00	9.00	\$66,150.00
81000	15	Special Ductile Iron Fittings	4500	lb	\$6.50	29,250.00	0.00	\$0.00	4,780.50	\$31,073.25	4,780.50	\$31,073.25
82012	16	Restrained Joint, 12"	15	ea	\$100.00	1,500.00	0.00	\$0.00	11.00	\$1,100.00	11.00	\$1,100.00
82010	17	Restrained Joint, 10"	75	ea	\$75.50	5,662.50	0.00	\$0.00	74.00	\$5,587.00	74.00	\$5,587.00
82008	18	Restrained Joint, 8"	20	ea	\$52.75	1,055.00	0.00	\$0.00	2.00	\$105.50	2.00	\$105.50
82006	19	Restrained Joint, 6"	85	ea	\$39.50	3,357.50	0.00	\$0.00	48.00	\$1,935.50	48.00	\$1,935.50
83012	20	Viton Gasket, 12"	9	ea	\$120.00	1,080.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
83010	21	Viton Gasket, 10"	129	ea	\$94.00	12,126.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
83008	22	Viton Gasket, 8"	10	ea	\$75.00	750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
83006	23	Viton Gasket, 6"	73	ea	\$45.00	3,285.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
130002	24	Fire Hydrant to be Removed (Special)	11	ea	\$675.00	7,425.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
130001	25	Fire Hydrant to be Removed (Special)	2	ea	\$1,250.00	2,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
88001	26	Short Water Service, 1"	25	ea	\$1,700.00	42,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
88015	27	Short Water Service, 1-1/2"	2	ea	\$2,500.00	5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
88020	28	Short Water Service, 2"	1	ea	\$3,500.00	3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
17201	29	Long Water Service, 1" (Directional Bore)	7	ea	\$3,700.00	25,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
17215	30	Long Water Service, 1-1/2" (Directional Bore)	1	ea	\$4,600.00	4,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
17220	31	Long Water Service, 2" (Directional Bore)	2	ea	\$5,500.00	11,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
89001	32	Water Main Connection at Harrison Street	1	ea	\$20,000.00	20,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
89002	33	Water Main Disconnection at Harrison Street	1	ea	\$15,000.00	15,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
89003	34	Water Main Disconnections between Harrison Street and Congress Street	1	ea	\$25,000.00	25,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
89004	35	Water Main Connection at Madison Street	1	ea	\$30,000.00	30,000.00	0.00	\$0.00	1.00	\$30,000.00	1.00	\$30,000.00
89005	36	High School	1	ea	\$15,000.00	15,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
89006	37	Water Main Connection/Disconnection at Proviso East	1	ea	\$25,000.00	25,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
89007	38	Water Main Connection at Warren Street	1	ea	\$20,000.00	20,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
89008	39	Boulevard	1	ea	\$20,000.00	20,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
89009	40	Water Main Connection at 2nd Avenue	1	ea	\$15,000.00	15,000.00	0.00	\$0.00	1.00	\$15,000.00	1.00	\$15,000.00
89010	41	16" x 10" Pressure Connection	1	ea	\$15,000.00	15,000.00	0.00	\$0.00	1.00	\$15,000.00	1.00	\$15,000.00
10021	42	Pressure Testing and Disinfection	915	ft	\$2.50	2,287.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10022	43	Heavy Cleaning of 10" Diameter Sewer	915	ft	\$0.50	457.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10023	44	Basic Cleaning of 12" Diameter Sewer	2300	ft	\$3.00	6,900.00	0.00	\$0.00	1,830.00	\$5,490.00	1,830.00	\$5,490.00
10024	45	Heavy Cleaning of 12" Diameter Sewer	2300	ft	\$0.75	1,725.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10025	46	Basic Cleaning of 24" Diameter Sewer	125	ft	\$20.00	2,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10026	47	Heavy Cleaning of 24" Diameter Sewer	125	ft	\$4.00	500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10027	48	Basic Cleaning of 48" Diameter Sewer	250	ft	\$25.00	6,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10028	49	Heavy Cleaning of 48" Diameter Sewer	250	ft	\$5.00	1,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10029	50	Televising Sewers	25	ft	\$5.00	1,250.00	0.00	\$0.00	1,830.00	\$9,150.00	1,830.00	\$9,150.00
10030	51	Removal and Discard of Waste Materials	25	ln	\$700.00	17,500.00	0.00	\$0.00	6.00	\$4,200.00	6.00	\$4,200.00
62008	52	8" Diameter, PVC Sewer Pipe Replacement	15	ft	\$130.00	1,950.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

OWNER: Village of Maywood
 PAY REQUEST #: 1
 CONTRACT #: 1
 PROJECT: First Avenue Water Main Improvements
 PERIOD END: June 29, 2021
 INVOICED ON: June 30, 2021

JOB NO.: 2102



SWALLOW CONSTRUCTION CORPORATION
 490 TOPSOIL DRIVE
 WEST CHICAGO, IL 60188
 TEL: 630-512-9800
 FAX: 630-512-9802

FOUNDATIONS	CODE #	DESCRIPTION	CONTRACT QUANTITY	UNIT	COST/UNIT	BID COST	PREVIOUSLY BILLED QUANTITY	PREVIOUSLY BILLED COST	CURRENT QUANTITY	CURRENT BILLING COST	COMPLETED TO DATE QUANTITY	COMPLETED TO DATE COST
62012	53	12" Diameter, PVC Sewer Pipe Replacement	55	R	\$94.00	5,170.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
62018	54	Additional 8" Diameter, PVC Sewer Pipe Replacement	10	ft	\$96.00	960.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
62028	55	Additional 12" Diameter, PVC Sewer Pipe Replacement	25	R	\$53.00	1,325.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
62110	56	6" Diameter, PVC Sanitary Sewer Service Pipe	85	ft	\$103.00	8,755.00	0.00	\$0.00	8.00	\$824.00	8.00	\$824.00
71610	57	10" Diameter, DIP Storm Sewer Pipe	20	ft	\$130.00	2,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
62111	58	10" Diameter, PVC Storm Sewer Pipe	430	ft	\$53.00	22,790.00	0.00	\$0.00	59.00	\$3,127.00	59.00	\$3,127.00
32000	59	Trench Backfill	1000	Cy	\$37.00	37,000.00	0.00	\$0.00	326.00	\$12,062.00	326.00	\$12,062.00
42004	60	Restricted Depth Catch Basin, 4" Diameter, Type 1 Frame, Open Lid	17	ea	\$2,500.00	42,500.00	0.00	\$0.00	4.00	\$10,000.00	4.00	\$10,000.00
42010	61	10" x 4" Catch Basin Trap and Restrictor	13	ea	\$400.00	5,200.00	0.00	\$0.00	3.00	\$1,200.00	3.00	\$1,200.00
41104	62	4" Diameter, Type 1 Frame, Closed Lid	6	ea	\$3,300.00	19,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
41114	63	Connection to Existing Structure	3	ea	\$3,100.00	9,300.00	0.00	\$0.00	1.00	\$3,100.00	1.00	\$3,100.00
45010	64	Frames and Lids to be Adjusted	1	ea	\$1,000.00	1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
46000	65	Structure to be Reconstructed	1	ea	\$1,800.00	1,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
45000	66	Frames and Lids	1	ea	\$450.00	450.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
130008	67	Valve Vault to be Abandoned	6	ea	\$450.00	2,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
130007	68	Structure to be Abandoned	13	ea	\$450.00	5,850.00	0.00	\$0.00	2.00	\$900.00	2.00	\$900.00
46010	69	Structure to be Cleaned	23	ea	\$450.00	10,350.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
15000	70	Exploratory Excavation	20	hr	\$520.00	10,400.00	0.00	\$0.00	15.50	\$8,060.00	15.50	\$8,060.00
130005	71	Removal and Disposal of Regulated Substances	4000	Cy	\$10.00	40,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
130005	72	Combination Curb and Gutter Removal	920	ft	\$2.00	1,840.00	0.00	\$0.00	90.00	\$180.00	90.00	\$180.00
130004	73	Sidewalk Removal	8000	Sf	\$1.00	8,000.00	0.00	\$0.00	700.00	\$700.00	700.00	\$700.00
130003	74	Driveway Pavement Removal	250	Sf	\$13.00	3,250.00	0.00	\$0.00	30.00	\$390.00	30.00	\$390.00
130009	75	Pavement Removal	475	Sf	\$4.75	2,256.25	0.00	\$0.00	148.00	\$707.75	148.00	\$707.75
12001	76	Incidental Hot-Mix Asphalt Surface Removal	345	Sf	\$3.00	1,035.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12002	77	Hot-Mix Asphalt Surface Removal	440	Sf	\$7.50	3,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14512	78	Combination Concrete Curb and Gutter, Type B-6 12" (Modified)	750	R	\$33.00	24,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14520	79	Concrete Curb, Type B	160	R	\$33.00	5,280.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14525	80	Portland Cement Concrete Sidewalk, 5"	8000	Sf	\$8.00	64,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14530	81	Detectable Warning	110	Sf	\$32.25	3,547.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14507	82	Portland Cement Concrete Driveway	250	Sy	\$66.00	16,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14508	83	Portland Cement Concrete Driveway	100	Sy	\$73.00	7,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14509	84	White Wax Compound	1300	Sy	\$1.75	2,275.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14518	85	Portland Cement Concrete Base Course, 8"	400	Sy	\$72.25	28,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14540	86	Deformed Tie Bars	450	Ra	\$10.25	4,612.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12012	87	Class D Patches, 12"	675	Sy	\$105.00	70,875.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12015	88	Incidental Hot-Mix Asphalt Surfacing	100	Tn	\$110.00	11,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12020	89	Illuminous Materials (Track Coat) SS-1	135	gal	\$4.75	641.25	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12025	90	Hot-Mix Asphalt Surface Course, Mix 'D', N50	175	Tn	\$110.00	19,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
18010	91	Rebuild Existing Handhole	2	ea	\$1,875.00	3,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
18020	92	Detector Loop Replacement	550	ft	\$16.50	9,075.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
15010	93	Bollards	4	ea	\$1,000.00	4,000.00	0.00	\$0.00	2.00	\$2,000.00	2.00	\$2,000.00
15010	94	Tree Removal	35	In-dia	\$85.00	2,975.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14004	95	Topsoil Placement, 4"	2250	Sy	\$4.50	10,125.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14010	96	Sodding	2250	Sy	\$11.75	26,437.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14015	97	Supplemental Watering	50	Sy	\$1.00	50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14015	98	Landscaping Restoration	1	ls	\$1,200.00	1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
43000	99	Inlet Filters	45	ea	\$250.00	11,250.00	0.00	\$0.00	1.00	\$250.00	1.00	\$250.00
89312	100	12" Line Stop	2	ea	\$3,300.00	6,600.00	0.00	\$0.00	2.00	\$6,600.00	2.00	\$6,600.00
89316	101	18" Line Stop	1	ea	\$2,500.00	2,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
89316	102	16" Line Stop	6	ea	\$2,500.00	15,000.00	0.00	\$0.00	1.00	\$2,500.00	1.00	\$2,500.00

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

Est. No. 1

Gty # _____

SS

COUNTY OF
COOK

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by the **Village of Maywood, IL** to furnish **Water Main Improvements** for the premises known as **First Avenue Water Main Improvements**, of which the **Village of Maywood, IL** is the owner.

THE undersigned, for and in consideration of **Seven Hundred and Fifty-Five Thousand, Seven Hundred and Sixty-Nine Dollars, and 71/10 cents (\$755,769.71)** and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money: funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this **29th Day of June, 2021**

Signature and Seal: _____

Anthony Rendina

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

SS

COUNTY
OF DUPAGE

TO WHOM IT MAY CONCERN:

THE undersigned, **Anthony Rendina**, being duly sworn, deposes and says that he is President of the **SWALLOW CONSTRUCTION CORPORATION, INC** the Contractor for the **First Avenue Water Main Improvements**, work located on **1st Avenue from Harrison Street to Washington Boulevard Washington Boulevard from 2nd Avenue to 1st Avenue and Various locations throughout the Village of Maywood, IL**, and is owned by the **Village of Maywood, IL**. That the total amount of the contract including extras is **\$1,911,966.00** and he has received payment of **\$0.00** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and a parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans specification:

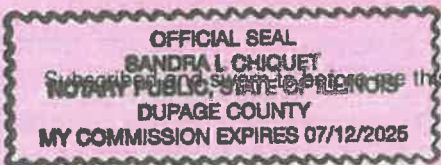
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	AMOUNT THIS PAYMENT	AMOUNT DUE
Swallow Construction Corporation	Labor & Materials	\$921,642.10	\$0.00	\$426,108.89	\$495,533.21
A&A Cartage Inc	Trucking & Stone	\$75,000.00	\$0.00	\$9,157.63	\$65,842.37
Advanced Video Solutions	Pre-Construction Taping	\$1,425.00	\$0.00	\$1,425.00	\$0.00
H & H Electric Company	Electric	\$28,318.00	\$0.00	\$4,883.13	\$23,434.87
Ingstrup Paving	HMA	\$100,463.75	\$0.00	\$0.00	\$100,463.75
JE Landworks	Landscaping	\$37,788.00	\$0.00	\$0.00	\$37,788.00
JG Demo	Concrete	\$123,497.50	\$0.00	\$0.00	\$123,497.50
Midwest Chlorinating Inc.	Line Stop	\$10,100.00	\$0.00	\$9,090.00	\$1,010.00
Mid American Water	Pipe	\$347,982.19	\$0.00	\$136,589.86	\$211,392.33
Pipe View	Cleaning & Televising	\$37,395.00	\$0.00	\$14,259.75	\$23,135.25
Smith Maintenance	Sign & TC&P	\$14,284.00	\$0.00	\$7,030.00	\$7,254.00
Western Utility LLC	HDD	\$178,470.46	\$0.00	\$133,589.03	\$44,881.43
Welch Bros., Inc	Structures	\$35,600.00	\$0.00	\$13,636.42	\$21,963.58
		\$1,911,966.00	\$0.00	\$755,769.71	\$1,156,196.29

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this **30th Day of June, 2021**

Signature: _____

Anthony Rendina
ANTHONY RENDINA, PRESIDENT



Signed this **30th Day of June, 2021**

Sandra L. Chiquet
Notary Public

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF Cook } SS

Gty # _____
Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Swallow Construction Corp.
to furnish pre-construction video
for the premises known as 1st Avenue Water Main Improvements
of which Village of Maywood is the owner.

THE undersigned, for and in consideration of One Thousand Four Hundred & Twenty Five Dollars
(\$ 1425.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to
mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures,
apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of
all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by
the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 5/28/2021 COMPANY NAME Advanced Video Solutions, Inc.
ADDRESS 615 Berkshire Court Schaumburg, IL

SIGNATURE AND TITLE Karen A. Kowalik PRESIDENT

* EXTRAS INLCUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF ILLINOIS

COUNTY OF Cook } SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Karen A. Kowalik BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) President OF
(COMPANY NAME) Advanced Video Solutions, Inc. WHO IS THE
CONTRACTOR FURNISHING Pre-Construction Video WORK ON THE BUILDING
LOCATED AT 1st Avenue Water Main Improvements
OWNED BY Village of Maywood

That the total amount of the contract including extras* is \$ 1425.00 on which he or she has received
payment of \$ 0 prior to this payment. That all waivers are true, correct and genuine and delivered
unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names
and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts
for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and
that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>Advanced Video Solutions, Inc.</u>	<u>pre construction video</u>				
<u>615 Berkshire Court</u>		<u>1425.00</u>		<u>1425.00</u>	<u>0.00</u>
<u>Schaumburg, IL 60193</u>					
<u>Invoice#210509</u>					
<u>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE</u>					

That there are no other contacts for said work outstanding, and that there is nothing due or to become due to any person for material,
labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE May 28, 2021 SIGNATURE Karen A. Kowalik
SUBSCRIBED AND SWORN TO BEFORE ME THIS 28th DAY OF May, 2021

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



NOTARY PUBLIC



WAIVER OF LIEN - PARTIAL (LIMITED TO AMOUNT OF PAYMENT)

STATE OF Illinois

SS.

Kane County

June 18th, 2021

TO WHOM IT MAY CONCERN:

Whereas, we the undersigned Mid American Water, Inc.
have been employed by Swallow Construction Corporation Sewer & Water
to furnish Water and Sewer Related Material
For the building known as Number Various Intersections Street,
City of Maywood Situated on Lot
PROJECT: 1st Avenue Water Main Improvements
OWNER: Village of Maywood
In Section , Township , Range
County of Cook , State of Illinois

Now, Therefore, Know Ye, That we the undersigned, for and in consideration
of the sum of \$136,589.85 dollars paid simultaneously herewith, the receipt
whereof is hereby acknowledged by the undersigned does hereby waive and release to the
extent only of the aforesaid amount, lien rights to or claim of lien with respect to and on said
above described premise, and the improvements thereon, and on the monies or other
considerations due or to become due from owner, by virtue of said contract, on account of
labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to
or for the above-described premises, but only to the extent of the payment aforesaid.

Given Under my hand - and - seal this 18th
day of June 2021

Mid American Water, Inc. Seal



SIGNATURE Seal

Subscribed and sworn to before me this 18th day of June, 2021



NOTARY PUBLIC



**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, Taylor Excavating & Construction, Inc

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #300-2795 dated 05/12/2021 for Grading Alley Ways 5/3/2021-5/5/2021.

RECOMMENDATION: It is recommendation that the total payments of \$6,665.00 be approved for payment. The expense account to be charged: 01-50-52400.



Taylor Excavating & Construction, Inc.

3228 S. Wood St.
Chicago, IL 60608

Invoice

Date	Invoice #
5/12/2021	300-2795

Bill To
Village of Maywood, Attn: John West Maywood, IL

		Project	Terms	Due Date
		TE-Maywood Alley Grading	Net 30	6/11/2021
Quantity	Description	Rate	Amount	
	Grading Alley Way			
	Work completed 5/3/2021-5/5/2021			
	Mobilization/Demobilization	800.00		800.00
3	Days; Operator, Machine & Fuel (8.5 Hours a DAY)	1,955.00		5,865.00
<p><i>\$6,665.00</i></p> <p>Recommended To Be Paid:</p> <p>Expense Acct: <u>01-50-52400</u></p> <p>Date: <u>5/19/21</u> PO # _____</p> <p>Dept. Head: <u>John West</u> <i>AW</i></p>				
<p>***Please update with our new address*** 3228 S. Wood St., Chicago, IL 60608</p>			Total	\$6,665.00
Phone #	Fax #	Web Site	Payments/Credits	\$0.00
773-489-5387	773-489-6048	www.taylorexcavatingandwrecking.com	Balance Due	\$6,665.00

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Chasity Wells-Armstrong, Village Manager
DATE: July 7, 2021
SUBJECT: Payment Approval, Village of Melrose Park

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for water services provided 04/20/2021-05/19/2021 from the Village of Melrose Park.

Account	Date	Amount
422000-001	04/20/2021-05/19/2021	\$26,643.54
422001-001	04/20/2021-05/19/2021	\$26,184.55

RECOMMENDATION: It is recommendation that the total payments of \$52,828.09 be approved for payment. The expense account to be charged: 41-55-57301.



Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506



FIRST CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 231

ACCOUNT NUMBER	SERVICE DATES
422000-001	4/20/2021
USE OF MAIN E	5/19/2021

RETAIN THIS STUB FOR YOUR RECORDS

CURRENT READ	CONSUMPTION
344,660	48180
Previous Balance	98,513.62
Penalties	219.76
Adjustments	0.00
Payments Received	(29,264.76)
Balance at Billing	69,468.62
WATER	26,643.54
Total Due	96,112.16



Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

Ronald M. Sarpico
Mayor

PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT #	AMOUNT DUE
422000-001	96,112.16
DUE DATE	AFTER DUE DATE
6/30/2021	96,378.60
REGISTER ACCT#WWW.MELROSE PARK.ORG	



VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153



Pay water bills online at www.melrosepark.org

Recommended To Be Paid:

Expense Acct: _____

Date: 6/30/2021 PO # _____

Dept. Head: Ronald M. Sarpico



Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506



FIRST CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 231

ACCOUNT NUMBER	SERVICE DATES
422001-001	4/20/2021
USE OF MAIN W	5/19/2021

RETAIN THIS STUB FOR YOUR RECORDS

CURRENT READ	CONSUMPTION
454,210	47350
Previous Balance	124,018.02
Penalties	236.74
Adjustments	0.00
Payments Received	(30,016.84)
Balance at Billing	94,237.92
WATER	26,184.55
Total Due	120,422.47



Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

Ronald M. Sarpico
Mayor

PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT #	AMOUNT DUE
422001-001	120,422.47
DUE DATE	AFTER DUE DATE
6/30/2021	120,684.32
REGISTER ACCT#WWW.MELROSE PARK.ORG	



VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153

452



Pay water bills online at www.melrosepark.org

K T J

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www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: July 7, 2021
RE: Independent Contractor Agreement with Accu-Tron Computer Service, Inc.

Per the direction of Village Manager Chasity Wells- Armstrong, I have enclosed the following documents for consideration and action at an upcoming Village Board meeting:

A RESOLUTION AUTHORIZING EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ACCU-TRON COMPUTER SERVICE, INC. AND THE VILLAGE OF MAYWOOD RELATIVE TO INFORMATION TECHNOLOGY SERVICES with a copy of the Agreement attached as Exhibit "A".

The Village has had Accu-Tron Computer Service, Inc. and its principal, Marvin Savage, perform information technology services for the Village as an independent contractor for a number of years. The attached Independent Contractor Agreement for Professional Services will allow a continuation of those services for the term specified, which cannot extend beyond the term of the current Village President per 65 ILCS 5/8-1-7(b) (Notwithstanding any provision of this Code to the contrary, the corporate authorities of any municipality may make contracts for a term exceeding one year and not exceeding the term of the mayor or president holding office at the time the contract is executed, relating to: ... (2) the employment of outside professional consultants such as ... other professional consultants who require technical training or knowledge). **The Village Manager has recommended a one (1) year term (July 13, 2021 to July 13, 2022) in order to assess delivery of services during the upcoming year. Also, per Section 5 (B), the minimum policy coverage amount of general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance is to be agreed to in writing by the Village Manager and the Consultant.**

If there are any questions, please feel free to contact me.

Michael

Enclosures

cc: Chasity Wells-Armstrong, Village Manager (w/ encls.)
Gwaine Dianne Williams, Village Clerk (w/ encls.)
Michael A. Marrs (w/ encls.)

RESOLUTION NO. R-2021 _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
ACCU-TRON COMPUTER SERVICE, INC. AND THE VILLAGE OF MAYWOOD
RELATIVE TO INFORMATION TECHNOLOGY SERVICES**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village") desire to enter into an "Independent Contractor Agreement for Professional Services" (the "Agreement") with Accu-Tron Computer Service, Inc. ("Accu-Tron") relative to information technology services, including but not limited to, technical assistance and system administration/computer network troubleshooting and maintenance; and

WHEREAS, a copy of the Agreement is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village, a home rule Illinois municipal corporation, have the authority to enter into the attached Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970 and Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), and find that entering into the Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve an agreement entitled "Independent Contractor Agreement for Professional Services" which is attached hereto as **Exhibit "1"** and made a part hereof, and authorize and direct the President, the Village Clerk or the Village Manager, or their designees, to execute the attached Agreement and such other documents as are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this ___ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of _____, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

EXHIBIT "1"

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND
ACCU-TRON COMPUTER SYSTEM, INC.**

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
(Accu-tron Computer Service, Inc. – Information Technology Services)**

This **INDEPENDENT CONTRACTOR AGREEMENT** (the "Agreement") is made this ____ day of July, 2021, by and between the Village of Maywood (the "Village" or "Maywood"), an Illinois municipal corporation, with its principal office at 40 Madison Street, Maywood, Illinois 60153, and Accu-Tron System, Inc. (the "Consultant"), for purposes of the Consultant providing certain information technology services to the Village in the role of information technology consultant. The Village and the Consultant are at times referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village and the Consultant are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970 and Section 8-1-7(b) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, and pursuant to the Village's statutory authority and powers, the Parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant to perform the following professional services, as identified below (the "Services"):

Consultant Name ("Consultant")	<u>Accu-tron Computer Service, Inc.</u>
Address	<u>9612 South Charles Avenue</u>
City, State, Zip	<u>Chicago, Illinois 60643</u>
Phone	<u>312-671-0420</u>
Email	<u>msavage@maywood-il.org</u>
Services/Position Description	<u>Information Technology Services</u>
Fee for Services	<u>\$6,300 per month</u>
Term and Service Completion Date	<u>July 13, 2021 to July 13, 2022 subject to termination per Section 6.C. below;</u>

B. Representations of Consultant. The Consultant represents that he/she/it is financially solvent, has the necessary financial resources and adequate, competent support staff, and is sufficiently experienced and competent to perform and complete the Services that are set forth in the **Scope of Services** attached hereto as **Exhibit "A" ("Services")** in a manner consistent with the standards of professional practice, care and diligence practiced by professionals who perform services of a similar nature.

C. Independent Contractor. The Consultant is retained by the Village only for the purposes and to the extent set forth in this Agreement, and the Consultant's relationship to the Village shall, during the term of this Agreement and period of its Services hereunder, be that of an independent contractor.

1. **Non-Exclusive Arrangement.** This Agreement creates a non-exclusive, independent contractor arrangement, and the Village, in its sole discretion, reserves the right to hire other individuals or firms to perform some or all of the Services, in support of or in lieu of the Contractor performing the Services.

2. **Scheduling and Performance of Services.** The Consultant, in its discretion, shall be free to set the schedule regarding the performance of the Services and shall be free to dispose of such portion of the Consultant's entire time, energy and skill during regular business hours when the Consultant is not obligated to devote time to performing his/her/its Services hereunder to the Village, in such manner as the Consultant sees fit and to such persons, firms or corporations as the Consultant deems advisable, provided such scheduling and performance of the Services results in the timely and efficient delivery of the Services without interruption of the Village's and its employees' ability to perform its/their functions and duties.

3. **Skill Level.** It is acknowledged that, at all times, the Consultant is separate and independent from the Village and that the Consultant will utilize a high level of skill necessary to perform the Services assigned to him/her/it under this Agreement.

4. **No Village Employee Status.** The Consultant shall not be considered as having an employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable federal, state, local and other taxes, income taxes or FICA taxes. The Consultant shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village. As an independent contractor, it is the responsibility of the Consultant to file all necessary tax returns (federal, state, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in his profession. As an independent contractor, the Consultant agrees that he/she/it is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Agreement is terminated or if he/she/it is injured performing any Services under this Agreement. The Consultant agrees to assume all risk of death, illness and injury relative to performing any Services under this Agreement. The Consultant is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Illinois Worker's Compensation Act (820 ILCS 305/1, *et seq.*).

5. **Equipment.** The Consultant shall provide all of his/her/its own equipment required for the performance of the Services under this Agreement.

6. **Other Work.** The Contractor shall retain the right to perform services for others during the term of this Agreement so long as these Services (i) are not inconsistent or incompatible with the Contractor's obligations under this Agreement; or (ii) do not violate any provisions of this Agreement.

7. **Certifications and Licensure of Contractor.** The Contractor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise. Failure to notify the Village Manager of a loss, suspension, expiration or official removal of certification or licensure or the lack of required training shall be grounds for the suspension or termination of this Agreement. Upon request, the Contractor shall submit accurate copies of all pertinent licensure or certifications to the Village Manager, or his/her designee.

8. **No Joint Venture; Partnership.** This Agreement shall not render the Contractor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose. The Contractor is and will remain an independent contractor in its relationship to the Village. The Contractor agrees to exercise the highest degree of professionalism and to utilize its/his/her expertise in providing the Services under this Agreement.

9. **Contractor's Own Insurance.** In accordance with the below provisions of this Agreement, the Contractor, at its own cost, shall obtain and maintain its own liability insurance (including professional liability insurance) relative to any Services that the Contractor and its employees performs under this Agreement. The Contractor's insurance certificates, polices and endorsements shall name the Village and

the Village Affiliates (as defined below) as an additional insureds for all liability insurance coverages.

10. **Sexual Harassment/Discrimination Policy.** The Contractor shall comply with Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

SECTION 2. SCOPE OF SERVICES.

A. Services. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services as set forth in the **Scope of Services** attached hereto as **Exhibit "A"**.

B. Commencement; Term; and Service Completion Date. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). **The Consultant shall diligently and continuously perform the Services until the completion of the Services or upon the termination of this Agreement, or, if applicable, any portion of the Services or Additional Services shall be completed on or before the "Services Completion Date" as mutually agreed to in writing by Parties ("Term").** The Parties may mutually agree, in writing, to modify the Term or the Service Completion Date. Delays caused by the Village shall extend the Term and the Service Completion Date in equal proportion to the delay caused by the Consultant; provided, however, that the Consultant shall be responsible for completion of all work within the Term and by the Service Completion Date, notwithstanding any strike or other work stoppage by employees of either the Consultant or the Village.

C. Reporting. Upon request, the Consultant shall report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Fee for Services. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount stated on Page 1 of this Agreement or such other amount agreed mutually to in writing by the Parties. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D. or 3.E. of this Agreement. Only the Village Manager, in his or her sole discretion, has the authority to approve additional hours of work beyond the maximum hours of work per week (i.e., additional compensation) under the terms of this Agreement.

B. Invoices and Payment. The Consultant shall submit monthly invoices in an approved Village format to the Village Manager for the actual fees earned and eligible, reimbursable costs incurred by the Consultant in performing the Services through the date of the invoice. The amount billed in each invoice shall be for completed Services (i.e., no-prepayment for Services yet to be performed). The Village shall pay to the Consultant the amount billed within thirty (30) days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted, type of work performed per classification and actual out-of-pocket costs incurred, shall submit such records in support of its invoices, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement.

D. Claim for Additional Fees for Services.

1. The Consultant shall provide written notice to the Village Manager of any claim for additional compensation for Additional Services (defined below) that are outside of the agreed-upon Services listed in **Exhibit "A"** and the agreed-upon monthly Fee stated at Page 1 of this Agreement that are requested by the Village within five (5) days after the request for Additional Services by the Village.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1. of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation or as the authorization to perform the Additional Services; and (b) any changes in the Fee for Services shall be valid only upon written amendment pursuant to Section 6.J. of this Agreement.

3. Regardless of the decision of the Village Manager relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services

under this Agreement, as determined by the Village Manager, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village or anyone associated with the Village, except upon the prior written consent of the Village Manager.

F. Taxes, Benefits and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Services, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Consultant.

SECTION 4. CONFIDENTIAL INFORMATION, NON-COMPETE AND NON-SOLICITATION.

A. Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; the names, addresses or other personal information of persons who are adults or minors and are also participants and registrants in programs or services offered by the Village; the Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The Village's Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village Manager or his/her designee. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 4.B. shall survive the termination of this Agreement.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. Insurance - Village. The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Consultant relative to his/her/its performance of the Services under this Agreement.

B. Insurance - Consultant. The Consultant, at his/her/its own cost, shall provide all of his/her/its own insurance coverages as applicable to the Services being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Consultant relative to his/her/its performance of the Services under this Agreement. The minimum dollar amount of annual

coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Consultant in writing. The Consultant's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Agreement. Said insurance shall provide that the insurance provided by the Consultant shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Consultant's insurance. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 5.B. shall survive the termination of this Agreement.

C. Indemnification. To the fullest extent permitted by Illinois law, the Consultant shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Consultant's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Consultant or anyone or entity directly or indirectly employed by the Consultant for whose acts Consultant may be liable.

To the fullest extent permitted by Illinois law, the Village shall indemnify, defend and hold harmless the Consultant from all claims, demands, lawsuits, actions, costs (including litigation expenses and Consultant's attorneys' fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Village's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Village or anyone or entity directly or indirectly employed by the Village for whose acts the Village may be liable.

Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 5.C. shall survive the termination of this Agreement.

D. Waiver and Assumption of Liability. The Consultant assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Agreement. The Consultant assumes all liability and responsibility for his personal property while performing any work or Services under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 5.D. shall survive the termination of this Agreement.

E. No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement. Notwithstanding any provision in this Agreement to the contrary, the operation of this Section 5.E. shall survive the termination of this Agreement.

SECTION 6. GENERAL PROVISIONS.

A. Conflict of Interest. The Consultant represents and certifies that, to the best of his/her/its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

B. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in

accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1, *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1, *et seq.* The Consultant represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at Village's option, be null and void.

C. Termination. Either Party may terminate this Agreement at any time for any reason upon written notice to the non-terminating Party. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the date of the termination notice, provided that the Consultant is not in default under this Agreement.

D. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.* The Consultant shall also comply with all conditions of any federal, state or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

E. Default. If it should appear at any time that the Consultant has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within five (5) business days after the Consultant's receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

F. **No Third-Party Agreements Without Village Approval.** The Village shall not be liable to any vendor or third party for any agreements of any kind made by the Consultant without the knowledge and approval of the Village Manager.

G. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with direction and such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

H. **News Releases.** The Consultant shall not issue any news releases, advertisements or other public statements regarding the Services or this Agreement or use the Village's logos or trademarks or service marks without the prior written consent of the Village Manager.

I. **Ownership.** All documents of any kind, including any photos, reports, information, participant registration lists, team lists, participant consent forms, medical consent forms, and any other data or information, in any form, worked on in cooperation with anyone employed by, retained by or affiliated with the Village or its contractors or prepared, collected or received from the Village by the Consultant in connection with any or all of the Services performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. In consideration of payment of the Fee for Services, the Consultant releases all copyright, proprietary or intellectual property rights in such Documents that he/she/it produced or prepared and transfers all his/her/its ownership rights in such Documents to the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village Manager.

J. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

K. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other Party.

L. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors and assigns.

M. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four (4) business days following deposit in the U.S. mail, via certified mail, return receipt requested, as evidenced by a return receipt. By notice complying with the requirements of this Section 6.M., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (i.e., facsimile, email, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Chasity Wells-Armstrong, Village Manager
Village of Maywood
40 Madison Street

Maywood, Illinois 60153
Phone: (708) 708-450-6301

Email: cwells-armstrong@maywood-il.org

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address: **SEE CONTACT INFORMATION LISTED ON PAGE ONE ABOVE.**

N. Provisions Severable. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

O. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

P. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue for any litigation shall be in the Circuit Court of Cook County, Illinois.

Q. Authority to Execute. The Parties both represent that this Agreement has been approved by their respective corporate boards and the persons executing this Agreement have been properly authorized to do so by its corporate authorities:

R. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

S. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall be determined to be in its best interests from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

T. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

U. Freedom of Information Act. Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to collect and review the records to decide what information is or is not exempt from disclosure. The Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including, but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 6.U. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Maywood, and the Consultant have signed this Agreement, and the date of the last signatory will be the effective date of this Agreement and that date has been entered on the first page of this Agreement.

VILLAGE OF MAYWOOD,
an Illinois municipal corporation

ACCU-TRON COMPUTER SERVICE, INC.

BY: _____
Nathaniel George Booker
Village President

BY: _____
Marvin Savage, President

Date: _____, 2021

Date: _____, 2021

ATTEST: _____
Name: Gwaine Dianne Williams
Village Clerk

ATTEST: _____
Name: _____
Witness

Date: _____, 2021

Date: _____, 2021

Exhibit "A"

SCOPE OF SERVICES

(ATTACHED)

SCOPE OF SERVICES: See list of tasks set forth in Section I (Services to be provided) of the 2013 Agreement for Information Technology Services entered into by the Parties and a copy of which is attached hereto. This Agreement shall supersede all other provisions contained in the 2013 Agreement.

Agreement for Information Technology Services

This contract for Information Technology and Related Services is made by and between Village of Maywood IL, hereinafter referred to as "Client" and Accu-tron System, Inc, 125 N. Halsted Street, Suite 303A Chicago, IL 60661, hereinafter referred to as "Company." In consideration of the mutual promises and agreements herein contained, the parties agree as follows:

I. Services to be provided:

The Company shall be available on 7 day a week, 24 hour a day basis to provide technical assistance and system administration to the Client. The Company will be responsible for troubleshooting and maintaining the computer networks, and preparing members for future technology enhancements. A sample of specific tasks to be performed includes:

- Design, implement, and support the Client's multi-platform Wide Area Network and/or Local Area Network.
- Coordinate system security; including inventorying passwords and user names and supporting security software.
- Install and maintain malware software.
- Train personnel on use of computers and software except where otherwise provided by proprietary suppliers.
- Prepare an inventory of the Client's hardware and software applications; document the Client's various systems and periodically update the documentation.
- Design and prepare for all software applications and programming modifications except where exception is made by software or hardware supplier.
- Troubleshoot hardware and software problems; perform necessary repair and maintenance of personal computers and networks and peripherals; where problems involve work to be done by proprietary software/hardware providers, coordinate work; use best efforts for continual operation of computer systems, even in response to emergency situations.
- Provide a secure system file backup for PC operations, including restoring databases in case of system malfunction.
- Monitor network security and usage, including documentation of information system processes and procedures; maintain website exclusion software to prevent access to inappropriate sites.
- Assist in the maintenance and troubleshooting problems with the Village's telephone system.
- Perform general maintenance on all software packages; except where proprietary exclusion has been taken by the software supplier.
- Coordinate problem-solving with software vendors; contact support hotlines to resolve problems.
- Set-up initial files, directories, and security to accommodate department needs (i.e. installation of peripherals, user files, etc.).
- When Client purchases new computer equipment and software, install hardware, software, and peripherals per manufacturer's directions.
- Provide recommendations on solutions to issues, including cost estimates for repairs

Information Technology Services

- and/or replacement items which are outside the scope of this contract.
- Research, evaluate, and advise management of enhancements to and new releases of hardware and software technologies.
- Establish, communicate, and/or monitor hardware and software standards.
- Assist with hardware and software purchases, including budget preparations.
- Support installation and maintenance of in-car mobile data terminals and lap-top computers in police squad cars.
- Assist in the retrieval of video from business establishments and Village leased video system; copy to medium for presentation by law enforcement; ensure video is operational.
- Configure and troubleshoot Village cellular telephones for Village officials.
- Assist in the resolution of problems with computer hardware and software for elected officials with at home installations.
- Recommend additional consulting support services, when necessary.

II. Term of Contract

The term of the Contract shall commence upon the date of execution of the Contract by the Client ("Effective Date"). The Contract shall have an initial term of one year, and may be renewed for one-year terms thereafter with a writing signed by both parties. At any time after the initial term of this Contract, the Client may give Company thirty days prior written notice of intention to terminate, with a written statement of reasons for termination, which shall terminate this contract. Termination for cause may be immediate. Company shall be entitled to such fees that it has earned at the time the termination becomes effective.

III. Compensation

The Client shall pay to Company as compensation for its services a monthly payment of six thousand three thousand (\$6,300) dollars.

IV. Method of Payment For Services

All compensation amounts, unless otherwise stated, shall be invoiced when the work billed has been completed, and payment on such invoices shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

V. Dispute Resolution

This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit

Information Technology Services

Court of Cook County, Illinois and the Parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

VI. Miscellaneous

- A. The Company shall not, either during the term of this Contract or at any time thereafter, disclose to any person, firm or corporation any information concerning the business or affairs of the Client which they may have acquired in the course of or as incident to its services hereunder, for its own benefit, or to the detriment or intended or probable detriment of the Client.
- B. The Client shall at all times own the website created pursuant hereto, and may upon expiration of the term hereof, contract with another website service provider or providers for any or all services described herein. The Client may also change said website in any way it sees fit in the Client's sole discretion, and Company shall cooperate with Client in all instances to do so.
- C. None of the services giving rise to itemized billing pursuant to paragraphs III above shall be performed except upon receipt by Company of a written request for same signed by an authorized employee of the Client.
- D. All notices and requests, if any, required pursuant to this Contract shall be sent by certified mail, return receipt requested, by personal service, by a national overnight/next day delivery courier (e.g., Federal Express), or by facsimile transmission sent during normal business hours (9:00 AM to 5:00 PM CST) addressed as follows or at such other address as identified by the Parties:

If to the CLIENT: Village Manager Village of Maywood 40 Madison Street Maywood, Illinois 60153 (708) 450-6301 – phone	If to the COMPANY: Marvin Savage Accu-tron Systems, Inc. 125 N. Halsted Street. Suite 303A Chicago, IL 60661 Phone - 1-312-671-0420
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Information Technology Services

Either party may change the place for the giving of notice to it by written notice to the other as provided herein.

- E. Company shall, upon the request of the Client, provide documentation to the Client of services performed on particular dates.
- F. The Company shall indemnify and hold harmless, protect and defend, at the Company's own cost and expense, the Client, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons or property on account of any act, omission, neglect or misconduct of the Company, its officers, agents and/or employees, including any of its subcontractors, or arising out of or in performance of any provision of this Contract, or any services provided under this Contract upon property owned by the Village of Maywood, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.
- G. During the term of this Agreement, the Company shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:

Comprehensive General Liability - \$100,000 per occurrence, and \$250,000 in the aggregate;

The Company shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village. Said certificates shall contain a clause to the effect that, for the duration of this Agreement, the insurance policy/policies shall not be canceled, expire or changed as to the amount of coverage without written notification thirty (30) days in advance to the Village Manager. Said certificates shall list the VILLAGE OF MAYWOOD and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees and attorneys as additional insureds on all required insurance policies.

Said insurance shall provide that the insurance provided by the Company shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of Company's insurance."

Information Technology Services

- H. This Contract may be amended only with the mutual consent of the parties and all amendments must be in writing.
- I. The waiver of one Party of any breach of this Contract or any rider hereto or the failure of one Party to enforce any provisions hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
- J. The Client retains the Company only for the purposes and to the extent set forth in this Contract, and the Company's relation to the Village shall, during the term of this Contract and period of performance of the Services hereunder, be that of an independent contractor. It is acknowledged that at all times the Company is separate and independent from the Client and that the Company shall utilize a high level of skill necessary to perform the work Services under this Contract.
- K. Company acknowledges and agrees that the relationship of the Parties hereunder shall be that of independent contract and that neither Company nor its employees shall be deemed to be an employee of the Client for any reason whatsoever. Neither Company nor its employees shall be entitled to any Village employment rights or benefits whatsoever.

Edwin Marvin Savage 6/14/13

Signature
Marvin Savage
Accu-tron Systems

Date

Edwenna Peubi 5-13-2013

Signature
Village of Maywood
Village President



Date

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ACCU-TRON COMPUTER SERVICE, INC. AND THE VILLAGE OF MAYWOOD RELATIVE TO INFORMATION TECHNOLOGY SERVICES

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the ___ day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of July, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

mtjurusik@ktjlaw.com
DD 312-984-6432

www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: July 7, 2021
RE: Updates to Traffic Code and Chronic Public Nuisance Ordinance

Per the direction of Village Manager Chasity Wells-Armstrong, I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

ORDINANCE AMENDING CHAPTER 72 (STOPPING, STANDING AND PARKING) OF TITLE VII (TRAFFIC CODE) AND SECTION 150.036 (CHRONIC PUBLIC NUISANCES), CHAPTER 150 (BUILDING REGULATIONS) OF TITLE 15 (LAND USAGE) OF THE MAYWOOD VILLAGE CODE RELATIVE TO PROPERTY OWNER PARKING RESPONSIBILITY AND CHRONIC PUBLIC NUISANCES

Summary of Amendments

The amendments (shown in red-lined text) specify a wider range of illegal activities that enhance the authority of Maywood Police Department and Code Enforcement Department to curb such illegal activities from re-occurring. The added illegal activities consist of:

- Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 1961.
- Any violation of the Village noise ordinances, sections 92.30 (Noise); 130.21 (Noise).
- Any violation of The Village ordinances regarding leasing and renting properties within the Village, sections 150.100 (Registration and Licensing of Landlords); 150.101 (Posting of Information Relating to Residential Rental Property), 150.102 (Authority of Village Manager to Issue Rules and Regulations), 150.103 (Occupancy Affidavit and Zoning District Acknowledgement) or 150.104 (Certificate of Occupancy).
- Any offense defined and prohibited by Title XI (Business Regulations), Chapter 110 (Business Licenses), Chapter 111 (General Business Licenses) or Chapter 112 (Rooming Houses) of the Maywood Village Code.
- Any violation of the Village zoning ordinance involving uses or activities that are not permitted under the applicable zoning district or that are not authorized by a Village-issued zoning permit (i.e., a Village issued special use permit).

- Any violation of Section 72.22 (Parking on Public Parkway), Section 72.25 (Parking Prohibited), Section 72.28 (Parking on Private Property) and/or Section 72.29 (Parking in Alleys) of the Village Code.
- Any violation of Section 72.07 (Property Owner Parking Responsibility).

In addition, the Ordinance includes the following update to General Provisions of Chapter 72 (Stopping, Standing and Parking) of Title VII (Traffic Code) of the Maywood Village, which is intended to hold property owners, property managers and landlords liable for not taking proactive measures to stop their invitees, tenants or occupants from continuing to violate the private property parking regulations:

Code 72.07 PROPERTY OWNER PARKING RESPONSIBILITY.

The offense of Property Owner Parking Responsibility is committed when a property owner, following receipt of written notice from the Village, fails to actively prevent persons residing at, utilizing or visiting his/her/its property from committing violations of Section 72.22 (Parking on Public Parkway), Section 72.25 (Parking Prohibited), Section 72.28 (Parking on Private Property) and/or Section 72.29 (Parking in Alleys) of the Village Code, regardless of whether the offending vehicles are owned by or controlled by the property owner. A property owner is defined as the legal owner or beneficial owner of real property or a property manager or a landlord of such real property. The legal owner or beneficial owner of real property, the property manager and/or the landlord are joint and severally liable for violations of this provision.

One area of concern is the “house party” incidents that result in the misuse of neighboring properties. We have captured this activity is above. Please note, however, there are limitations on issuing multiple tickets to each person at social gathering because Illinois follows the “one-act, one-crime rule”, which prohibits multiple convictions and sentences for offenses based on precisely the same act. People v. Price, 2011 IL App (4th) 100311, ¶ 25. This rule has been applied to the city ordinance violations. Village of Sugar Grove v. Rich, 347 Ill.App.3d 689, 697–98 (2004). In Rich, the Village issued tickets to the defendant for playing loud music on June 15, 2002 at 8:39 p.m., 9:00 p.m., 10:10 p.m. and 10:16 p.m. in violation of the noise control ordinance. Id. The court found that the defendant was only in violation once because it was the same physical act. Id. Each individual at an event that is violating an ordinance would not constitute a separate physical act for the property owner. Further, the Village would only be able to issue tickets to individuals who were violating laws or ordinances.

Overview of Enforcement

The intent of the Chronic Public Nuisance Ordinance is to provide the Village with another tool in addressing problem properties within the Village.

Generally, any property where two or more specified offenses take place within a year may be designated a chronic public nuisance by the Chief of Police. Once the Chief has designated a property as a chronic public nuisance due to the criminal or illegal activity, the

owner, manager or other person in control of the property and occupants are all notified of the designation. Those persons then have ten (10) days to propose a course of action to the Village that will ensure that no further criminal activity will take place at the property. Should they fail to respond, or should they suggest an unacceptable course of action, the Village may then initiate a legal proceeding against the parties relative to the property. Upon proof that a chronic public nuisance exists, the court has a wide variety of remedies available to it under the Ordinance, including entering a temporary restraining order or preliminary injunction to enjoin any defendant from maintaining such nuisance or restraining any defendant in their use of the property, requiring installation of security lighting or the hiring of security personnel, appointing a receiver, or requiring the initiation of eviction proceedings by the owner against tenants engaged in illegal activities. The court can also restrain the owner, person in charge of the property and/or occupants from using the property for any purpose for a period of up to one (1) year or allow further use of the property only upon posting a bond with the Village which can be drawn on in the event any further criminal or illegal offenses are committed at the property. Finally, the court is empowered by the Ordinance to impose civil penalties against owners of the property who intentionally, knowingly, recklessly or negligently encouraged or permitted an illegal activity to occur or continue on the property. The Ordinance also authorizes the placing of certain liens against property related to the chronic public nuisance action.

If there are any questions, please contact me.

Mike

Enclosure

cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)
Chasity Wells-Armstrong, Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Valdimir Talley, Chief of Police (w/encl.)
Angela Smith, Acting Director of Community Development (w/encl.)

ORDINANCE NO. CO-2021-_____

**AN ORDINANCE AMENDING CHAPTER 72 (STOPPING, STANDING AND PARKING)
OF TITLE VII (TRAFFIC CODE) AND SECTION 150.036 (CHRONIC PUBLIC NUISANCES),
CHAPTER 150 (BUILDING REGULATIONS) OF TITLE 15 (LAND USAGE) OF THE
MAYWOOD VILLAGE CODE RELATIVE TO PROPERTY OWNER PARKING RESPONSIBILITY
AND CHRONIC PUBLIC NUISANCES**

WHEREAS, the Village of Maywood (the “Village”) is a home rule unit pursuant to the provisions Article VII, Section 6(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 11-1-1 of the Illinois Municipal Code (65 ILCS 5/11-1-1) grants to municipalities the authority to pass and enforce all necessary police ordinances; and

WHEREAS, as a home rule unit of local government, the Village may regulate property and property owners located within the corporate boundaries of the Village; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to make certain amendments to Chapter 150 (Building Regulations) of Title 15 (Land Usage) of the Maywood Village Code concerning Chronic Public Nuisances within the Village (the “Code Amendments”); and

WHEREAS, the President and Board of Trustees have the statutory power to define, prohibit and abate public nuisances pursuant to 65 ILCS 5/11-60-2 of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the definition, prohibition and abatement of public nuisances pertain to the government and affairs of the Village; and

WHEREAS, citizens, residents and owners and occupiers of property within the Village of Maywood have the right to be free from the undesirable and adverse effects generated by the repeated commission on property within the Village of certain criminal offenses related to, among other things, unlawful use of drugs, gambling, alcohol consumption, weapons, physical violence, unlawful sexual conduct and property damage; and

WHEREAS, the President and Board of Trustees of the Village, have determined that the Village has an unacceptable number of properties on which the repeated, frequent and chronic commission of certain criminal offenses in regard to, among other things, unlawful use of drugs, gambling, alcohol consumption, weapons, physical violence, unlawful sexual conduct and property damage has occurred; and

WHEREAS, the President and the Board of Trustees of the Village have further found that the existence of the above-described types of properties within the Village constitutes a chronic public nuisance which should be abated, prevented, and thereafter deterred from recurring; and

WHEREAS, the President and Board of Trustees of the Village have determined that the Maywood Village Code does not presently contain adequate mechanisms to enable the Village to abate the aforementioned types of chronic public nuisances or to deter or prevent chronic public nuisances from recurring in the future; and

WHEREAS, the Village of Maywood has the authority under Illinois law, including but not limited to 720 ILCS 5/37-1 et seq., 740 ILCS 105/0.01 et seq. and 65 ILCS 5/11-60-2 to prevent and abate public nuisances, as well as the general duty and authority to exercise its police power to promote the public health, safety, and welfare; and

WHEREAS, it is in the best interest of the citizens, residents and owners and occupiers of property within the Village for the Village to amend its Village Code to provide an adequate means of abating and preventing and deterring the future occurrence of chronic public nuisances within the Village.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The General Provisions of Chapter 72 (Stopping, Standing and Parking) of Title VII (Traffic Code) of the Maywood Village Code is amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

“§ 72.07 PROPERTY OWNER PARKING RESPONSIBILITY.

The offense of Property Owner Parking Responsibility is committed when a property owner, following receipt of written notice from the Village, fails to actively prevent persons residing at, utilizing or visiting his/her/its property from committing violations of Section 72.22 (Parking on Public Parkway), Section 72.25 (Parking Prohibited), Section 72.28 (Parking on Private Property) and/or Section 72.29 (Parking in Alleys) of the Village Code, regardless of whether the offending vehicles are owned by or controlled by the property owner. A property owner is defined as the legal owner or beneficial owner of real property or a property manager or a landlord of such real property. The legal owner or beneficial owner of real property, the property manager and/or the landlord are joint and severally liable for violations of this provision.”

SECTION 3: Section 150.036 (Chronic Public Nuisances) of Chapter 150 (Building Regulations) of the Maywood Village Code is amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

“§ 150.036 CHRONIC PUBLIC NUISANCES.

(A) Declaration of Purpose. It is the purpose of this ordinance to encourage property Owners and Persons in Charge of real property to eliminate illicit activities from their premises and to provide an effective method of abating the nuisance created by illicit activities if the person maintaining the nuisance fails in their responsibility to abate said nuisance.

(B) Chronic Public Nuisance. Any real property located within the Village, together with any buildings, structures, fixtures or improvements thereon, used or permitted to be used for two (2) or more of the following offenses within a twelve (12) month period is hereby declared to be a chronic public nuisance:

1. Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 1961, 720 ILCS 3/9-1, et seq.
2. Any offense defined and prohibited by Article 10 (Kidnaping and related offenses) of the Criminal Code of 1961, 720 ILCS 5/10-1, et seq.
3. (Any offenses defined and prohibited by Section 11-14 (Prostitution), Section 11-14.3 (Promoting Prostitution), Section 11-15 (Soliciting for a Prostitute), Section 11-16 (Pandering), Section 11-17 (Keeping a Place of Prostitution), Section 11-20 (Obscenity), Section 11-20.1 (Child Pornography), Section 11-20.1B (Aggravated Child Pornography), or Section 11-21 (Harmful Material to Minors) of the Criminal Code of 1961, 720 ILCS 5/11-14, 5/11-15, 5/11-16, 5/11-17, 5/11-20, 5/11-20.1, 5/11-20.3, and 5/11-21.
4. Any offense defined and prohibited by Article 12 (Bodily Harm) of the Criminal Code of 1961, 720 ILCS 5/12-0.1, et seq.,
5. Any offense defined and prohibited by Article 16 (Theft) of the Criminal Code of 1961, 720 ILCS 5/16-1, et seq.
6. Any offense defined and prohibited by Article 20-2 (Possession of Explosives or Incendiary Devices) of the Criminal Code of 1961, 720 ILCS 5/20-2, et seq.
7. Any offense defined and prohibited by Article 24 (Deadly Weapons) of the Criminal Code of 1961, 720 ILCS 5/24-1, et seq.
8. Any offense defined and prohibited by Article 25 (Mob Action) of the Criminal Code of 1961, 720 ILCS 5/25-1 et seq.
9. Any offense defined and prohibited by Article 26 (Disorderly Conduct) of the Criminal Code of 1961, 720 ILCS 5/26-1, et seq.
10. Any offense defined and prohibited by Article 28 (Gambling) of the Criminal Code of 1961, 720 ILCS 5/28-1, et seq.
11. Any offense defined and prohibited by Article 31 (Interference with Public Officers) of the Criminal Code of 1961, 720 ILCS 5/31-1, et seq.
12. Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, possession, and consumption of alcoholic liquor) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20.
13. Any offense defined and prohibited by the Illinois Controlled Substances Act, 720 ILCS 570/100, et seq.

14. Any offense defined and prohibited by the Cannabis Control Act, 720 ILCS 550/1, et seq.
15. Any offense defined and prohibited by the Methamphetamine Control and Community Protection Act, 720 ILCS 646/1 et seq.
16. Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 1961, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.

17. Any violation of the Village noise ordinances, including Section 92.30 (Noise) and/or Section 130.21 (Noise).

18. Any violation of the Village ordinances regarding leasing and renting properties within the Village, including Section 150.100 (Registration and Licensing of Landlords), Section 150.101 (Posting of Information Relating to Residential Rental Property), Section 150.102 (Authority of Village Manager to Issue Rules and Regulations), Section 150.103 (Occupancy Affidavit and Zoning District Acknowledgement) and/or 150.104 (Certificate of Occupancy).

~~(17)~~ 19. Any violation of offense defined and prohibited by Title XI (Business Regulations), Chapter 117 (Alcoholic Beverages), Section 117.47 (Sales to and by Persons Under Age 21, Drunkards, Spendthrifts) and/or 117.48 (Purchase or Acceptance of Gift of Liquor by Person of Nonage) of the Maywood Village Code.

20. Any violation of Title XI (Business Regulations), Chapter 110 (Business Licenses), Chapter 111 (General Business Licenses) or Chapter 112 (Rooming Houses) of the Maywood Village Code, including any uses or activities that are not permitted under the Business Regulations.

~~(18)~~ 21. Any violation of or offense defined and prohibited by Title XII (General Offenses), Chapter 130 (General Offenses) and/or Chapter 131 (Prostitution and Prostitution-Free Zones) of the Maywood Village Code.

22. Any violation of the Village Zoning Code (Chapter 154) involving uses or activities that are not permitted under the applicable Zoning District regulations or that are not authorized by a Village-issued zoning permit (i.e., a Village issued special use permit).

23. Any violation of Section 72.22 (Parking on Public Parkway), Section 72.25 (Parking Prohibited), Section 72.28 (Parking on Private Property) and/or Section 72.29 (Parking in Alleys) of the Village Code.

24. -Any violation of Section 72.07 (Property Owner Parking Responsibility).

(C) Other Definitions.

1. "Chief of Police" means the Chief of Police of the Village of Maywood or his or her designee.

2. "Owner" means any person having any legal or equitable interest whatsoever in any real property within the corporate limits of the Village of Maywood, together with the buildings, structures and improvements located thereon.

3. "Permit" means to suffer, allow, approve, consent to, acquiesce in or agree to the doing of an act, including the failure to prevent through inaction.

4. "Person" means any individual, corporation, firm, partnership, limited liability company, unincorporated association or any other group, enterprise or entity capable of owning, using, controlling or occupying property.

5. "Person in Charge" means any person in actual or constructive possession of any real property within the Village or any of the buildings, structures and improvements located thereon, including, but not limited to, a Property Manager or Owner-Occupant of Property under his or her domain, ownership or control, or who, by any means whatsoever, has the ability, authority or right to regulate, restrain, control, direct or affect the conduct of persons present on any such property.

6. "Property" means any real property, including property which is affixed, incidental or pertinent to the land, including but not limited to any premises, room, house, building, or structure or any separate part or portion thereof, whether permitted or not.

(D) Authority to Abate. Any Chronic Public Nuisance found to exist within the Village shall be subject to abatement in accordance with the provisions of this section.

(E) Pre-Abatement Procedure.

1. Upon a determination by the Village that a Property is a Chronic Public Nuisance, the Chief of Police or his/her designee shall notify the Owner, Person in Charge and Occupants of the Property that the Property has been determined to be a Chronic Public Nuisance. The notice shall be served by certified mail, return-receipt requested, or by personal service, and shall contain the following information:

- a. The street address or legal description sufficient for identification of the property.
- b. A statement that the Chief of Police has determined the property to be a Chronic Public Nuisance with a concise description of the public nuisance activities leading to his/her findings.
- c. Demand that the Owner and Person in Charge respond within ten (10) days of the date of the notice to the Chief of Police and propose a course of action that the Chief of Police agrees will abate the public nuisance activities giving rise to the Chronic Public Nuisance.

2. A copy of the notice shall be posted at the Property after ten days has elapsed from the service or mailing of the notice to the Owner and Person in Charge of the Property, if said persons have not contacted the Chief of Police.

3. The failure of any Person to receive notice that the Property may be a Chronic Public Nuisance shall not invalidate or otherwise affect the proceedings under this Section.

4. If, after notification in accordance with subsection (E)(1) above, but prior to commencement of legal proceedings by the Village pursuant to this Section, the Owner and/or Person in Charge of the Property stipulate with the Chief of Police that the Owner will pursue a course of action that the parties agree will abate the public nuisance activities giving rise to the chronic public nuisance of the property, the Chief of Police may agree to postpone legal proceedings for a period of not less than ten (10) nor more than forty (40) days. If the agreed course of action does not result in the abatement of the public nuisance activity or if no agreement concerning abatement is reached within the agreed time, the Chief of Police shall request authorization for the village attorney to commence a legal proceeding to abate the chronic public nuisance.

5. Concurrent with the notification procedures set forth herein, the Chief of Police shall send copies of the notice, as well as any other documentation which supports legal proceedings, to the village attorney.

6. When an Owner or Person in Charge makes a response to the Chief of Police as required above, any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any public nuisance activities have or are occurring. This subsection does not require the exclusion of any evidence which is otherwise admissible or offered for any other purpose.

(F) Judicial Abatement Procedure. Following notice, the village attorney may initiate legal proceedings, either in the circuit court or through the Village's administrative adjudication program, to abate the chronic public nuisance, and to seek the penalties and remedies provided in this Section. "Court," as used in this Section, shall refer to either a circuit court judge or administrative hearing officer, as applicable.

(G) Commencement of Action, Burden of Proof.

1. In an action seeking abatement of a chronic public nuisance property, the Village shall have the initial burden of showing by a preponderance of the evidence that the property constitutes a Chronic Public Nuisance.

2. It is a defense to an action seeking the closure of a chronic public nuisance property that the Owner or Person in Charge of the Property, at the time in question, could not, in the exercise of reasonable care or diligence, determine that the property had become a chronic public nuisance property, or could not, in spite of the exercise of reasonable care and diligence, control the conduct leading to the findings that the property is a chronic public nuisance property.

(H) Abatement Remedy; Penalty.

1. Upon being satisfied by affidavits or other sworn evidence that an alleged chronic public nuisance exists, the Court may without notice or bond enter a temporary restraining order or preliminary injunction to enjoin any defendant from maintaining such nuisance or otherwise restraining any defendant in his or her use of the Property.

2. In the event the Court determines a property to be a chronic public nuisance property, the Court may, in addition to any other remedies provided by this Section, enter an order requiring the taking of measures designed to eliminate the chronic public nuisance, including but not limited to making improvements to the property and installing security lighting, hiring licensed and insured security personnel, the appointment of a receiver, the initiation and execution of eviction proceedings against tenants engaged in illicit activities or restraining the Owner, Person in Charge of the Property and/or Occupants from using the property for any purpose for a period of up to one (1) year. Said order may further provide that the Owner, Person in Charge of the Property and/or Occupants shall have the right to use the property during a period of time specified in the order if the Owner, Person in Charge of the Property and/or Occupants post a bond or other security payable to the Village and approved by the Court in an amount between \$1,000.00 and \$50,000.00, which bond or security shall be forfeited and paid over to the Village in the event that any offense set forth in Subsection (B) of this Section is committed upon the property within the period of time set forth in the Court order.

3. In addition to any other remedy provided in this Section, the Court may impose upon the owner of the property, who (i) intentionally, knowingly, recklessly, or negligently encouraged or permitted an illegal activity, described in Subsection (B) of this Section, to occur or continue on the property, or who (ii) failed to implement the reasonable and warranted abatement measures agreed upon, as provided in Subsection (E)(4) of this Section, a civil penalty in the amount of not less than \$500.00 nor more than \$1,000.00 per day for each day on which the property constituted a chronic public nuisance, said penalty to be payable to the Village of Maywood.

In establishing the amount of any civil penalty requested, the Court may consider any of the following factors it finds appropriate and shall cite those found applicable:

- a. The actions or lack of action taken by the owner to mitigate or correct the chronic public nuisance at the property.
- b. Whether the public nuisance activity at the property was repeated or continuous.
- c. The magnitude or gravity of the public nuisance activities.
- d. The cooperation or lack thereof of the Owner and/or Person in Charge of the Property with the Village.

- e. The costs of the Village in investigating and correcting or attempting to correct the public nuisances.

4. The Court may authorize the Village to physically secure the property against use or occupancy in the event the owner fails to do so within the time specified by the Court.

5. All costs incurred by the Village in investigating and correcting or attempting to correct public nuisances hereunder, including reasonable attorneys' fees and costs in bringing any enforcement action hereunder, shall be assessed as a lien against the Property, as may all costs reasonably incurred by the Village to affect the closure of a Property where ordered, and any tenant relocation costs. Prior to placing said lien, the Village shall submit a statement of such costs to the Court for its review. If no objection to the statement is made within the period described by the Court, a lien in said amount may be recorded against said Property.

6. Any person who is assessed the cost of closure and/or civil penalty by the Court shall be personally liable for the payment thereof to the Village.

7. A tenant is entitled to reasonable relocation costs payable by the Owner, as determined by the Court if, without actual notice, the tenant moved into the Property, after either:

- a. The Owner or Person in Charge received notice as described herein of the Police Chief's determination as described above, or

- b. An unknown owner or other agent received notice of an action brought pursuant to this section.

(l) Emergency closing procedures.

1. In the event that the Chief of Police determines that the property is an immediate threat to the public safety and welfare, the Village may apply to the Court for such interim relief as may be determined appropriate by the Chief of Police. In such an event, the notification provision in Section (E)(1) need not be satisfied; however, the Village shall make a diligent effort to notify the Owner, Person in Charge of the Property and Occupants prior to a court hearing.

2. In the event that the Court finds the property to constitute a chronic public nuisance property, as defined herein, the Court may order the remedies set out above. In addition, in the event that it also finds that the Owner had knowledge of activities or conditions of the property constituting or violating this Section and permitted the activities to occur, the Court may assess a civil fine as provided above."

SECTION 4: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 5: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is severable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

SECTION 8: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

ADOPTED this ___ day of July, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ___ day of July, 2021 and attested by the Village Clerk that same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this ___ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certifies that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2021 - _____

**AN ORDINANCE AMENDING CHAPTER 72 (STOPPING, STANDING AND PARKING)
OF TITLE VII (TRAFFIC CODE) AND SECTION 150.036 (CHRONIC PUBLIC NUISANCES),
CHAPTER 150 (BUILDING REGULATIONS) OF TITLE 15 (LAND USAGE) OF THE
MAYWOOD VILLAGE CODE RELATIVE TO PROPERTY OWNER PARKING RESPONSIBILITY
AND CHRONIC PUBLIC NUISANCES**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the ___ day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of July, 2021.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of July, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

**AN ORDINANCE AMENDING TITLE XI (BUSINESS REGULATIONS),
CHAPTER 111 (GENERAL BUSINESS REGULATIONS),
SECTION 111.10 (FOOD ESTABLISHMENT OPERATORS),
SUBSECTION 111.10(B) (CERTIFICATION AND LICENSING) OF THE MAYWOOD VILLAGE CODE
TO ALLOW MOBILE CATERING VEHICLES TO OPERATE ON CERTAIN VILLAGE OWNED PROPERTY**

WHEREAS, the Village of Maywood is a home rule municipality as defined by Article VII, § 6 of the Illinois Constitution of 1970 (the “Village”); and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to make certain amendments to Subsection 111.10(B)(5) (Food Establishment Operators; Certification and Licensing) of Chapter 111 (General Business Regulations) of Title XI (Business Regulations) of the Maywood Village Code, as set forth below, to allow Mobile Catering Vehicles (as defined in the Maywood Village Code) to operate on certain designated Village Owned Properties, subject to certain regulations, for purposes of increasing the variety of food and dining options available to Village residents, Village property owners and the public, and encouraging economic activity within the Village (the “Code Amendments”); and

WHEREAS, pursuant to its home rule powers, the Village has the authority to regulate the operation of Mobile Catering Vehicles in the Village; and

WHEREAS, the President and Board of Trustees of the Village find that it is in the best interests of the Village residents, property owners, business owners and the public to amend the Village Code as set forth below in accordance with the home rule authority granted to the Village under Article VII, Section 6 of the Illinois Constitution of 1970 and the statutory authority of the Illinois Compiled Statutes.

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The above recitals are incorporated as if fully set forth herein as material terms and provisions.

SECTION 2: Subsection 111.10(B)(5) (Food Establishment Operators; Certification and Licensing) of Chapter 111 (General Business Regulations) of Title XI (Business Regulations) of the Maywood Village Code is amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text is marked using strikethrough):

“(5) There shall be no limitation on the number of mobile catering vehicle licenses that can be issued by the Village and no limitation on the number of mobile catering vehicles that can be operated by an owner or operator holding a Village-issued mobile catering vehicle license, provided that the required business license fees are paid in full, the vehicles pass inspection and the required state certification is obtained. Mobile catering vehicles may not sell any item while parked or stopped on a Village street or on a

Village-owned property unless the owner or operator of the mobile catering vehicle obtains and maintains a “food truck zone permit” from the Village and pays the required permit fee, which shall be in addition to the requirement to obtain and maintain a mobile catering vehicle licenses, that allows the mobile catering vehicle to park within the boundaries of a Village-approved food truck zone and sell their food items (“food truck zone permit”). The Village-approved food truck zones are located on certain designated Village streets and Village-owned properties, as determined by the Village Manager, and are identified by posted Village signage. A food truck zone permit may be issued with conditions related to the operation of the mobile catering vehicle, as determined by the Village Manager, such as a mobile catering vehicle may only park in a certain designated Village-approved food truck zone on certain days of the week. The Village may reserve the parking spaces at any Village-approved food truck zone for certain mobile catering vehicles to ensure a variety of food options. The Village may also designate one or more of its Village-approved food truck zones as open parking available to any mobile catering vehicle with a Village-issued food truck zone permit on a first-come, first serve basis. The hours of operation of mobile catering vehicles within Village-approved food truck zones shall be set by the Village Manager. In addition to other typical permit information, the applicant for a food truck zone permit shall be required to execute a Village-prepared release and indemnification agreement, and provide general liability insurance naming the Village as an additional insured. It shall be a violation of this Subsection for: (1) a mobile catering vehicle to park within a Village-approved food truck zone and sell food items without a Village-issued food truck zone permit; and (2) a mobile catering vehicle to park outside of the boundaries of Village-approved food truck zones and sell their food items with or without a Village-issued food truck zone permit. Items may be sold from a mobile catering vehicle without a Village-issued food truck zone permit only when the vehicle is parked on privately-owned property in an area of the Village which is zoned for business, commercial or industrial use. Mobile catering vehicles without a Village-issued food truck zone permit shall sell items only at those locations where the owner or tenant of the property on which the mobile catering vehicle is parked or stopped has given its permission to the owner or operator of the mobile catering vehicle to sell items from the vehicle. Mobile catering vehicles must follow a schedule which sets forth the times and locations at which items will be sold from the vehicle. A current copy of this schedule must be filed with the Village’s Department of Community Development. No items shall be sold from a mobile catering vehicle while it is within two (2) blocks of the lot line of any primary or secondary school.”

SECTION 3: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village’s codifier so as to be consistent with the terms of this Ordinance.

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is severable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

ADOPTED this 13th day of July, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of July, 2021, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE XI (BUSINESS REGULATIONS),
CHAPTER 111 (GENERAL BUSINESS REGULATIONS),
SECTION 111.10 (FOOD ESTABLISHMENT OPERATORS),
SUBSECTION 111.10(B) (CERTIFICATION AND LICENSING) OF THE MAYWOOD VILLAGE CODE
TO ALLOW MOBILE CATERING VEHICLES TO OPERATE ON CERTAIN VILLAGE OWNED PROPERTY**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 13th day of July, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 13th day of July, 2021.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 13th day of July, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

479973_1

July 6, 2021



Honorable Nathaniel George Booker
Mayor
Village of Maywood
40 East Madison Street
Maywood, Illinois 60153-2323

RE: Letter of Agreement – Village of Maywood Potential New TIF District

Dear Mayor Booker:

Kane, McKenna and Associates, Inc. (“KMA”) is prepared to assist the Village of Maywood (the “Village”) regarding professional services associated with the review and any analysis of certain proposed redevelopment strategies calling for investigation into the feasibility of one or multiple Tax Increment Financing Districts to be located within the Village (the proposed “TIF Districts”). As of the date of the proposed agreement, the Village is considering up to three such proposed TIF Districts, which would be located in strategic areas of need (such areas as determined by the Village) for targeted redevelopment and economic development focus.

KMA proposes to work with the Village to ensure that any new TIF Districts would be designated in a manner that would be consistent with the Village’s goal for such new redevelopment project areas to be contiguous to the Village’s existing Madison and/or Roosevelt TIF Districts. Such placements would maximize the Village’s ability to create an overall TIF funding plan that would be beneficial to achieving the economic development goals and objectives, as well as the public infrastructure needs, for each of the contiguous TIF Districts.

Kane, McKenna and Associates, Inc. (“KMA”) is pleased to submit its qualifications and this proposal in response to the Village of Maywood’s (the “Village”) request for assistance in formulating one or more TIF Districts and related appropriate strategies for redevelopment of certain areas identified by you and the Village as strategically placed throughout the Village. We would welcome the opportunity to work with the Village again, and we believe that our firm is uniquely structured to perform the scope of work in which the Village is interested.

KMA has been a leader for many years in: (1) the formulation of economic development strategies; (2) the technical evaluation of development proposals; (3) the analysis of the economic implications of the utilization of community resources; and (4) the implementation of appropriate financing strategies.

Among the municipalities which KMA has assisted in various forms of economic development strategies, including downtown and mixed use/commercial, are: Forest Park, River Forest, River Grove, Bellwood, Melrose Park, Waukegan, North Chicago, and Harvey. Included in our array of services to these municipalities have been: (a) evaluation of appropriate economic development strategies for various community sectors and objectives; (b) specific analysis of

Honorable Nathaniel George Booker
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developer/business proposals; (c) establishment and funding of TIF Districts; (d) evaluation and establishment of other types of special economic development districts, and (e) sensitivity to any historic or local character of project areas.

We believe that our experience provides us with a unique perspective of the competing and complementary needs of both the public and private sector.

As for our expertise in producing viable financing plans for communities incorporating various economic development tools, we believe our record in the industry is unparalleled. Our abilities in creating viable solutions for addressing needs inherent to a commercial or industrial area revitalization program are also highly regarded.

Statement of Qualifications – Consultant Experience and RFP Requirements

- KMA employs 8 professional and 1 administrative employees. The firm was founded in 1984 and has, throughout its history, provided financial advisory and economic development consulting services, principally within the State of Illinois.
- KMA was a founding member of the ITIA; Mr. Philip McKenna remains a member of the Board of said association.
- KMA has been involved in over 400 TIF Districts, including the formation and designation of over 300 TIF Districts.
- KMA is sensitive to the Village’s timetable and is prepared to begin immediately.

We appreciate this opportunity to present our firm’s qualifications and look forward to being able to meet with the Village regarding next steps.

Set forth below are the activities that KMA is proposed to undertake for the Village. For each separate redevelopment area.

PHASE I - PREPARE PRELIMINARY TIF ELIGIBILITY AND RELATED TIF REVENUE REVIEW

- (1) Assist the Village in investigating the desirability and feasibility of utilizing Tax Increment Financing ("TIF") or other appropriate economic development incentives for funding certain redevelopment costs related to the redevelopment of an areas (the “Project Areas”).
- (2) Review the characteristics of each Project Area in order to recommend the specific boundaries for a TIF district or related economic development programs, and to assess the potential qualification factors (strengths and weaknesses) of any identified area under Illinois law.

- (3) Prepare a preliminary analysis which assesses the pros and cons of pursuing TIF or other forms of economic incentives.
- (4) Review the pros and cons of one or multiple TIF Districts.
At a minimum, the report will include the following:
 - a. Review area for land use and conditions and summarize results.
 - b. Establish preliminary project boundaries.
 - c. On a preliminary basis, determine area qualifications for a potential TIF District(s).
 - d. Prepare a preliminary survey analysis and identify necessary documentation to back up any findings.
- (5) In the event that other local financing programs or economic development tools are complimentary to or alternatives to TIF, KMA would identify programs and a strategy for implementing them and any conditions for their use in connection with the Project Areas.

PHASE II – COMPLETE REDEVELOPMENT PLAN AND PROJECT

KMA will work under Village direction and as required by the TIF law. Among other elements the redevelopment plan prepared for the each proposed TIF Area will include:

- (1) Statement of redevelopment goals and objectives.
- (2) Further examination of TIF qualification factors and presentation of rationale for basis under which the TIF designations are to be justified under State law.
- (3) A statement of eligible redevelopment activities the Village may implement under the plan.
- (4) Presentation of estimated costs for the redevelopment projects contemplated for implementation under the plan.
- (5) A detailed discussion of impediments to the successful redevelopment for the respective area and the measures the Village could undertake to eliminate such barriers so as to promote economic revitalization within the respective area.
- (6) Assist the Village by participating in required public hearings, and Joint Review Board meetings, as well as helping to insure preparation and execution of proper notification as required for all meetings.



Honorable Nathaniel George Booker
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July 6, 2021



- (7) Assist the Village by participating in meetings with all interested and affected parties, including property owners, residents and overlapping tax jurisdictions. KMA will help Village to follow the procedures for such gatherings as required by State law.
- (8) Work with the Village's counsel to meet all the requirements of Illinois law so as to insure proper establishment of the designated TIF area(s).
- (9) Assist Village's counsel in preparation of the appropriate Ordinances required for adoption of the Redevelopment Plan and Project by the Village to legally put in place the respective TIF area(s).
- (10) Assist the Village to establish and maintain complete documentation files to assure proper support of eligibility findings in order to support legal standing for establishment of and/or amendments to the TIF area(s).

PHASE III – REDEVELOPMENT AGREEMENTS, PLAN AND PROJECT IMPLEMENTATION

KMA will assist the Village, as requested in the implementation of an economic development program to facilitate financing for projects undertaken within each of the TIF Districts. Services that will be provided for each include:

- (1) Arrange and attend meetings with the Village pertinent to the negotiation of any TIF redevelopment agreements or projects.
- (2) Provide assistance and information necessary for resolution of any redevelopment agreement related issues between the Village and other parties.
- (3) Work with the Village regarding the most feasible economic public financing strategy for any public improvements or other needs in conjunction with the proposed plans.
- (4) Work with the Village regarding preparation of "But For" arguments related to potential TIF development proposals and projects.

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- (5) Assist the Village in drafting and/or redrafting any redevelopment agreements for presentation and negotiations with the Village and otherwise perform all duties necessary to facilitate any required agreements on behalf of the Village.
- (6) Project anticipated incremental revenues to be generated from potential development projects and judge whether such revenues are reasonable, feasible and are based on acceptable assumptions given each development project's characteristics and potential.
- (7) Provide the Village with recommendations regarding proposed revenue/costs projections and the potential funding advantages and disadvantages of various public financing strategies (inclusive of any joint funding initiative between the existing and new TIF Districts).

It is understood that KMA is reliant upon the cooperation, data and information to be supplied by the Village in order to undertake the scope of services described above. The information must be provided in a form that is useful and is accurate in relation to the requirements of KMA.

Honorable Nathaniel George Booker
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July 6, 2021



PHASE IV – FINANCIAL ADVISORY SERVICES

KMA (and its affiliate Kane, McKenna Capital, Inc.) will assist the Village, as requested, in the implementation of an economic development program financing relating to capital improvements and other TIF eligible activities undertaken within the respective TIF area(s).

Kane, McKenna and Associates, Inc. would be paid for its services based upon the following hourly billing schedule:

<u>Personnel</u>	<u>Hours Rate</u>
Chairman/President	\$225.00/Hour
Executive Vice President	\$200.00/Hour
Officers	\$175.00/Hour
Associates	\$125.00/Hour
Research	\$ 70.00/Hour
Administrative	\$ 30.00/Hour

KMA will undertake each phase set forth above only after direction from the Village. Estimated fees in connection with each Phase are set forth below.

Phase I -	\$8,000 to \$12,000 for each proposed TIF District
Phase II -	\$30,000 to \$35,000 for each proposed TIF District
Phase III -	To be determined
Phase IV -	To be determined

The effective date of this Agreement shall be July 1, 2021 regardless of its actual date of execution.

Honorable Nathaniel George Booker
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Please indicate Village's acceptance of this Agreement by executing the original and copy, and by returning the original to us. We look forward to working with you on this Matter.

Sincerely,

Philip R. McKenna
President

Charles Durham
Executive Vice President

AGREED TO:

Philip R. McKenna, President
Kane, McKenna and Associates, Inc.

7-6-2021
Date

Village of Maywood

Date

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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PRIVILEGED AND CONFIDENTIAL – ATTORNEY/CLIENT COMMUNICATION

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael A. Marrs
DATE: June 17, 2021
RE: Intergovernmental Agreement with the Maywood Park District for the Management, Operation, Maintenance and Use of the 200 South 5th Avenue and 1100 South 11th Avenue Buildings and Facilities

I have enclosed the following document for your review at the June 26, 2021 Special Village Board Meeting:

An initial draft of an INTERGOVERNMENTAL AGREEMENT CONCERNING THE MANAGEMENT, OPERATION, MAINTENANCE AND USE OF THE 200 SOUTH 5TH AVENUE BUILDING AND 1100 SOUTH 11TH AVENUE BUILDING BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT

The Park District has requested that the Village allow it to manage, operate, maintain and use the 200 South 5th Avenue and 1100 South 11th Buildings and Facilities for the coming year. The Park District will, under the proposal set forth in the attached Intergovernmental Agreement, have control of the two (2) Buildings and their Facilities in order to provide for recreational, educational and cultural programming offered through the Park District to the residents of the Village, among other purposes. The proposed term of the Intergovernmental Agreement is for one (1) year, through July 15, 2022. This is an initial draft for the review of the Board and has not yet been shared with the Park District. We are seeking the Board's input on the provisions of the proposed Intergovernmental Agreement prior to providing a draft to the Park District for review and comment.

If there are any questions, please feel free to contact me.

Michael

Enclosure

cc: Chasity Wells-Armstrong, Village Manager (w/ encl.)
Gwayne Dianne Williams, Village Clerk (w/ encl.)
Michael T. Jurusik, Village Attorney (w/ encl.)

INITIAL VILLAGE DRAFT – 06-17-21

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE MANAGEMENT,
OPERATION, MAINTENANCE AND USE OF THE 200 SOUTH 5TH AVENUE
BUILDING AND 1100 SOUTH 11TH AVENUE BUILDING BETWEEN THE VILLAGE
OF MAYWOOD AND THE MAYWOOD PARK DISTRICT**

This INTERGOVERNMENTAL USE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the VILLAGE OF MAYWOOD (“Village”), an Illinois municipal corporation, and the MAYWOOD PARK DISTRICT, an Illinois body corporate and politic (“Park District”).

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services, and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Village and the Park District are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Village currently owns, manages, operates and maintains a building commonly known as the 200 South 5th Avenue Building, related facilities within the building, and land underlying the building (collectively, the “200 Building”), on property commonly known as 200 South 5th Avenue, and legally described in **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, the Village currently owns, manages, operates and maintains a building commonly known as the 1100 South 11th Avenue Building, related facilities within the building, and land underlying the building (collectively, the “1100 Building,” and collectively with the 200 Building, “the Buildings”), on property commonly known as 1100 South 11th Avenue, and legally described in **Exhibit “B”** attached hereto and made a part hereof; and

WHEREAS, the Park District provides recreational, educational and cultural programming throughout the Village of Maywood; and

WHEREAS, the Village and Park District find that it is necessary and desirable and in the best interests of the Village and Park District and their respective residents and patrons, to enter into this Agreement for the management, operation, maintenance and use of the Buildings, so that the Buildings, and the recreational and other facilities on the interior of the Building (the “Facilities”), may be managed, operated, maintained and used by the Park District for the provision of recreational, educational and cultural

programming offered through the Park District, during the term of this Agreement, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF PREAMBLES**: Each of the whereas paragraphs contained in the Recitals section above are incorporated herein and made a part of this Agreement.

2. **PURPOSE**: The purpose of this Agreement is to allow the Park District to manage, operate, maintain and use the Buildings and Facilities within the Buildings, for the provision of recreational, educational and cultural programming offered through the Park District, during the term of this Agreement, subject to the terms and conditions contained herein.

3. **TERM**: The term of this Agreement shall be from the date the last signatory signs this Agreement (the "Effective Date"), until July 31, 2022, unless earlier terminated.

4. **FACILITIES USE**: During the term of this Agreement, the Park District shall, at its sole cost and expense:

- A. Provide recreational, educational and cultural programming offered by the Park District at the Buildings and Facilities ("Programming").
- B. Operate and manage the Buildings and Facilities in a manner consistent with the intent of this Agreement, including the coordination of rentals and licenses for use of the Buildings and Facilities.
- C. Hire adequate staff to operate the Programming in a professional manner.
- D. Maintain the Facilities in good order, condition and repair. The Park District shall be obligated to maintain and make any necessary repairs to the Facilities during the term of this Agreement that are required as a result of the Park District or its patrons use of the Facilities. Failure by the Park District to maintain the Buildings and Facilities to the satisfaction of the Village shall be regarded as a default under this Agreement, and, after notice and an opportunity to cure such default as provided in Section 15, shall be grounds for termination of this Agreement.
- E. Control access to the Buildings and Facilities within the Buildings by keeping the Buildings and Facilities secured at all times and ensuring that only authorized persons have access to and are allowed use of the Facilities.

- F. Upon termination of this Agreement for any reason, return the Buildings and Facilities to the Village in substantially the same or better condition than at the time of the Effective Date, normal wear and tear excepted.

5. **PARK DISTRICT SUPERVISORY RESPONSIBILITY:** The Park District will have supervisory responsibility over the Facilities, the Programming conducted by it pursuant to this Agreement, any third party events it authorizes to take place at the Buildings or Facilities, and over its employees and/or staff while utilizing the Buildings and Facilities pursuant to this Agreement. Any unsafe, illegal, or inappropriate behavior or conduct by persons using the Facilities while such Facilities are under the control of the Park District pursuant to this Agreement shall lead to the removal of any such persons engaged in said activities and may result in the termination of this Agreement following notice and an opportunity to cure, as set forth in Section 15 if such activities are promoted by, participated in by, condoned or allowed to happen by Park District personnel. Such conduct may, however, result in the immediate termination of this Agreement without notice or opportunity to cure, where such conduct is ongoing and is promoted by, participated in by, condoned or allowed to happen by Park District personnel and is likely to result in immediate harm to the Buildings, Facilities and/or patrons, renters, guests or other invitees, or the Park District's own employees and agents, such that providing notice and an opportunity to cure is not practical.

6. **INDEMNIFICATION:** As a material inducement for the Village to enter into this Agreement, the Park District agrees to defend, indemnify and hold harmless the Village and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers (the "Village Affiliates") harmless from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, including, but not limited to:

- A. Any such claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly or indirectly out of or in connection with from any personal injury, bodily injury, illness or death, or loss or damage of any kind to the property of any person, associated with or related to the management, operation, maintenance and use of the Buildings and Facilities by the Park District, and brought against any of the Village Affiliates, except to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the Village and/or the Village Affiliates; and
- B. Any such claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and

liabilities which arise directly or indirectly out of or in connection in any way with the Park District's management, operation, maintenance and use of the Buildings and Facilities, including but not limited to, the Park District's control and use of the Buildings and Facilities for the provision of Programming, except to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the Village and/or the Village Affiliates; and

- C. Any such liabilities, damages or causes of action which arise directly or indirectly out of or in connection with any negligent, tortious or wrongful act or omission of the Park District, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, illness or death to any person, loss or damage of any kind to the property of any person, including the Park District, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- D. Loss or damage of any kind resulting from the Park District's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to the Park District.

In the event of any personal injury, bodily injury, death, illness, or loss or damage or claim or claims therefore, the Park District shall give immediate written notice thereof to the Village Manager.

The Park District agrees that it is accepting operation and use of the Buildings and Facilities under this Agreement in "AS IS, WHERE IS" condition (including all existing environmental conditions of the soil and the groundwater), agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Buildings or Facilities, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village relative to the Buildings or Facilities.

The Village agrees to defend, indemnify and hold harmless the Park District, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement.

7. **INSURANCE.** The Park District shall maintain the following minimum levels of insurance coverage during the term of this Agreement:

- A. General Comprehensive Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than \$2,000,000.
- B. Public Liability: \$1,000,000 combined single limit per occurrence. Minimum general aggregate shall be no less than \$1,000,000.
- C. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation: Workers' Compensation limits as required by State statute.
- E. Employer's Liability: \$500,000 per incident.
- F. Excess Liability: \$5,000,000 per occurrence and in the aggregate.

The insurance coverage of the Park District shall specifically name the Village of Maywood and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers as additional insureds. The Park District shall keep a current certificate of insurance showing the premium has been paid in full on file with the Village of Maywood at all times during the term of this Agreement. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village." In the event of the cancellation of any insurance policy required herein, or upon the Park District's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement.

The Park District's policy or policies of insurance shall specifically recognize and cover the Park District's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Park District shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Park District's insurance.

8. **UTILITIES:** During the term of this Agreement, the Park District shall be solely responsible for the costs and maintenance of all utilities servicing the Buildings and Facilities, including water and sewer service provided by the Village, electricity, air conditioning, lighting, telephone, internet service, etc.

9. **KEYS AND EQUIPMENT; ACCESS BY VILLAGE FOR INSPECTION:** The Village agrees to allow the Park District access to and use of all existing equipment

located at the Buildings and Facilities necessary for operation and maintenance of the Facilities. Title to such equipment shall remain in the Village. The Park District shall turn over to the Village all keys to the Buildings in its possession at the termination of this Agreement. The Park District may not remove any Village Property from the Buildings and Facilities and must remove any Park District property from the Buildings and Facilities prior to the end of this Agreement. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter the Buildings at any time with or without prior notice, for all lawful purposes, including inspection of the condition of the Buildings and Facilities for compliance with the requirements of this Agreement.

10. **MUTUAL COOPERATION**: The Village and the Park District agree to fully cooperate, consult and inform each other regarding any and all major decisions related to use of the Buildings and Facilities, in order to achieve the mutual goals and purposes of providing high quality recreational facilities and Programming and opportunities for the residents of the Village. During the term of this Agreement, as requested by either party, the Village and the Park District agree to consult one another in connection with:

- A. Achievement of goals for Programming provided at the Facilities by the Park District.
- B. Personnel matters, including hiring of qualified employees by the Park District for staffing the Programming provided by the Park District at the Facilities.
- C. Replacement, repairs or additions to equipment needed for the provision of high quality Programming at the Facilities.
- D. Any other matter concerning the operation of the Facilities, including without limitation the Park District's implementation of safety practices at the Facilities (e.g., employment of adequate trained staff) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the persons using the Facilities.

11. **FEES**: Other than any costs detailed herein, there shall be no fee due from the Park District to the Village for use of the Buildings or Facilities during the term of this Agreement. The Park District shall be entitled to any fees generated by the operation of the Facilities, and Programming provided at the Facilities during the term of this Agreement. The Park District agrees to use the fees generated by the Programming run at the Facilities to defray the costs associated with maintaining the Buildings and Facilities and operating the Programming. The Park District agrees to maintain current and accurate records of all fee income related to the Buildings and Facilities. The Park District is not entitled allow use of the Facilities by third parties for uses consistent with the purposes of this Agreement and subject to the approval of the Village, which approval shall not be unreasonably withheld.

12. **VILLAGE USE OF THE FACILITIES:** If the Village has a need or desire to utilize the Buildings or Facilities or a portion thereof at a specific date and time, it shall notify the Park District at least seven (7) days in advance. The Park District shall make efforts to accommodate such Village use so long as the use does not present a direct conflict with Programming activities of the Park District, or some other specifically scheduled use.

13. **BUILDINGS, STRUCTURES, FIXTURES, STATUES, PLAQUES AND OTHER ARTWORK, LANDMARKS OR ARCHITECTURAL FEATURES:** The Park District is obligated to maintain as is and leave in place all buildings, structures, improvements (e.g., fences, lights, etc.), fixtures, statues, busts, plaques, artwork, landmarks or other architectural features (the "Improvements") existing at the Buildings and Facilities therein for the term of this Agreement. The Park District may not remove, modify, or otherwise alter any of the Improvements existing on or at the Buildings and Facilities therein without the express written consent of the Village, which consent may be withheld for any reason.

14. **PRIORITY OF MAYWOOD RESIDENTS:** The Park District shall give residents of Maywood first priority in any Programming openings related to the Facilities.

15. **DEFAULT:** In the event that either party fails to perform under this Agreement, the other party shall notify the non-performing party of the default, in writing, setting forth the nature of the default. The party that has failed to perform shall have seven (7) days after receipt of the notice to correct such failure or take substantial steps toward correcting the failure. If, after seven (7) days, the default has not been corrected, or substantial steps taken to correct the default, the party serving the notice may then declare the Agreement terminated, at which time the Park District shall immediately cease its management, operation, maintenance and use of the Buildings and Facilities, and shall return all keys to the Village.

16. **NOTICE:** All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; or (b) by overnight courier; or (c) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally or by overnight courier shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service or upon a refusal to accept delivery. All notices shall be addressed as follows:

The Village:

Chasity Wells-Armstrong
Village Manager
Village of Maywood

With a copy to:

Michael T. Jurusik
Village Attorney
Klein, Thorpe and Jenkins, Ltd.

40 Madison Street
Maywood, Illinois 60153
Telephone (708) 450-6301

20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Telephone (312) 984-6400

The Park District:

With a copy to:

Lonette Hall
Executive Director
Maywood Park District
921 S. 9th Avenue
Maywood, Illinois 60153
Telephone (708) 344-4740

ShawnTe M. Raines
District Attorney
Ancel Glink
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Telephone (312) 782-7606

17. **MECHANIC'S LIEN:** The Park District will not suffer or permit any mechanic's lien or other such lien to attach to the Buildings or Facilities. The Park District shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including, attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

18. **PERMITS:** The Park District shall obtain all necessary State, County and Village permits, licenses, consents and other approvals for the operation of Programming at the Facilities.

19. **ASSIGNMENT:** The Park District shall not assign, sublet, transfer, or convey this Agreement and its obligations hereunder to any person or entity.

20. **GOVERNMENTAL REGULATIONS:** Licensee shall comply with all applicable requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Village Code, with respect to the use of the Buildings and Facilities.

21. **EXECUTION:** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

22. **ENTIRETY OF AGREEMENT:** This Agreement, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the parties concerning the management, operation, maintenance and use of the Buildings and Facilities for the term of this Agreement and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall

be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the Village.

23. **NO DUTY TO THIRD PARTIES:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Village, and/or any of their respective officials, officers and/or employees.

24. **NON-WAIVER:** Failure by the Park District or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Park District and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

25. **SEVERABILITY:** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. **AUTHORITY:** Execution of this Agreement by the Village is authorized by a resolution passed by the President and Board of Trustees of the Village on _____, 2021. Execution of this Agreement by the Park District is authorized by an ordinance/resolution passed by the Board of Commissioners of the Park District on _____, 2021. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

27. **DISCLAIMER OF RELATIONSHIP:** Nothing contained in this Agreement, nor any act of the Village or the Park District shall be deemed or construed by either of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the Park District.

28. **ENFORCEABILITY:** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties. In the

event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

29. **CHANGE IN LAWS**: The Park District shall immediately notify the Village of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

30. **JURISDICTION AND VENUE**: This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

31. **CAPTIONS**: The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the context.

32. **EXHIBITS**: True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

- EXHIBIT "A"** - Legal Description of the 200 S. 5th Avenue Building Property
- EXHIBIT "B"** Legal Description of the 1100 S. 11th Avenue Building Property

33. **EFFECTIVE DATE**: After this Agreement has been signed by the Park District, this Agreement shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Agreement which date shall be the date stated on the first page of this Agreement.

VILLAGE OF MAYWOOD

MAYWOOD PARK DISTRICT

By: _____
Village President

By: _____
President

Attest: _____
Village Clerk

Attest: _____
Clerk

Date: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE 200 S. 5TH AVENUE BUILDING PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF THE 1100 S. 11TH AVENUE BUILDING PROPERTY



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Chicago, Illinois 60606-2903
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15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

DD 312 984 6432
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PRIVILEGED AND CONFIDENTIAL – ATTORNEY/CLIENT COMMUNICATION

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: June 21, 2021
RE: Proposed Operation of the Fred Hampton Pool by the Maywood Park District

In order to facilitate a discussion concerning the possible operation of the Village’s pool by the Maywood Park District, I have enclosed the following documents for your review at the June 26, 2021 Special Village Board Meeting:

1. MAYWOOD PARK DISTRICT - FRED HAMPTON POOL PROPOSAL 2020; and
2. A POOL USE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE WEST COOK YMCA (2019 SUMMER SEASON).

For a number of years, the YMCA operated the Village’s Fred Hampton Pool (the “Pool”) pursuant to use agreements with the Village. The last version of that Agreement, from 2019, is attached. In 2020, the Park District submitted a proposal relative to maintenance, operation and control of the Pool by the Park District. We did not review the Park District proposal at the time based initially on direction from the then-Village Manager, and subsequently, because the pool remained closed during 2020 due to COVIC restrictions. If the Board is interested in moving forward with operation of the pool by the Park District at this time, we could review the Park District’s proposal against the form used previously with the YMCA and create a new version for further discussion and negotiation with the Park District.

If there are any questions, please feel free to contact me.

Michael

Enclosure

cc: Chasity Wells-Armstrong, Village Manager (w/ encls.)
Gwayne Dianne Williams, Village Clerk (w/ encls.)
Michael A. Marrs (w/ encls.)

Maywood Park District
Fred Hampton Pool Proposal 2020

This Pool Use Agreement (“Agreement”) is made and entered into this ___ day of _____, 2020, by and between the Village of Maywood (“Village”) and the Maywood Park District (“District”).

RECITALS

Whereas, the Village currently owns and maintains a public pool, land adjacent to the pool and related facilities inside a fenced area, commonly and collectively known as the Fred Hampton Family Aquatic Center (“Pool Facility”), on property commonly known as Maywood Park located north of Oak Street, south of the Union Pacific Railroad lines, west of First Avenue and east of Fifth Avenue; and

Whereas, the Village and the District desire for the Pool Facility to be maintained, operated and controlled by the District during the 2020 Summer Season, including the provision of all management, staff and activities at the Pool Facility; and

Whereas, the Village and District find that it is necessary and desirable, and in the best interests of the Village and District and their respective residents, members, or patrons, to enter into this Agreement for the Pool Facility, so that the Pool Facility may be maintained, operated and controlled by the District during the 2020 Season.

Now, therefore, in consideration of the mutual covenants and undertakings contained herein, and the other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

INCORPORATION OF PREAMBLES

Each of the whereas paragraphs contained in the Recitals section above are incorporated herein and made a part of the Agreement.

EFFECTIVE DATE, TERM AND TERMINATION

A. *Term.* This Agreement shall become effective on the date that the last party executes this Agreement (the “Effective Date”). The term of this Agreement shall run from its Effective Date until September 4, 2020, unless such term is extended by mutual written agreement of the parties.

B. *Termination.* Either party may terminate this Agreement for any reason with fourteen (14) calendar days’ written notice. Upon termination, the District shall immediately cease its operation of and access to the Pool Facility. At the time of termination of this Agreement, the District shall return all Village-owned personal property associated with the Pool Facility, including but not limited to all keys to any Village buildings or locks, and shall remove any District-owned locks that have been temporarily installed at the Pool Facility.

C. If the Agreement is terminated by one party due to a default by the other party, upon delivery of written notice of the default, the defaulting party shall have five (5) business days to cure or commence action to cure the default.

D. Upon termination of this Agreement, the Maywood Park District shall return the Pool Facility to the Village in substantially the same or better condition than at the time of the Effective Date. Normal wear and tear are expected.

POOL FACILITY OPERATION, CONTROL AND MAINTENANCE

A. *Village maintenance.* The Village shall be responsible for all mechanical upkeep of the Pool Facility and pool related equipment, including maintenance of all pumps, motors, slides, fencing and lighting in good and operation conditions. All mechanical equipment will be confirmed as being operational during a facilities walk-through and before control of the Pool Facility is turned over to the Maywood Park District.

B. *Park district maintenance.* The Maywood Park District shall be responsible for routine maintenance and operations of the Pool Facility, including but not limited to, water testing, chemical applications, filter backwashing, and the provision of cleaning and janitorial services for all areas making up the Pool Facility. The Pool Facility shall be operated to maintain the aquatic safety requirements of Cook County (including but not limited to chemical levels and lifeguard ratios).

C. *Rental of facility.* The Park District may rent the use of the Pool Facility for events during the term of this Agreement. The Village shall be named as additional insured for all facility rentals associated with the Pool Facility.

D. *Security and access.* The Village agrees to allow the Maywood Park District access to and use of all existing equipment located at the Pool Facility necessary for routine maintenance and operations of the Pool Facility. The Maywood Park District shall always control access to the Pool Facility by keeping the Facility secured and locked when not in use so that no unauthorized access into the Facility may occur.

E. *Operational hours.* The Maywood Park District shall operate the Pool Facility by opening it for the 2020 Season, which shall be defined as agreed by the parties, to the Village residents and general public, by maintaining regular hours and by offering swimming lessons and other recreational programming, services, rental and other activities and events related to the Pool Facility. The Maywood Park District shall provide a final schedule of hours of operations, programming and activities to the Village Manager within thirty (30) calendar days of execution of this Agreement. If the revenues generated by the users of the Pool Facility is not sufficient to cover the operating costs of the Pool Facility, the Maywood Park District, subject to prior notice to the Village Board, reserves the right to alter the hours and dates of operations.

G. *Utilities.* During the term of this Agreement, the Village shall be solely responsible for the costs and maintenance of all utilities servicing the Pool Facility, including

water and sewer service provided by the Village, electricity, air conditioning, lighting, telephone, etc.

H. *Promotion of operations.* The Village and the Park District will collaborate to promote the pool operations, as outlined in the attached Park District – Proposed 2020 Season Schedule. The Park District agrees to be primarily responsible for promoting the use of the Pool Facility to the Village residents.

I. *Warranties and guarantees.* The District shall ensure that the Pool Facility is still in compliance with the NRPA Aquatic Guidelines for Pools and Spas and the Pool Safety Act prior to opening. The District agrees that it is accepting control of the Pool Facility under this Agreement in “AS-IS, WHERE-IS”, condition (including all existing environmental conditions of the soil and the groundwater), agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Pool Facility, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village relative to the Pool Facility condition.

J. *Priority of Maywood Residents.* Residents of Maywood will be given priority in any recreational program openings related to the Pool Facility.

K. *Standards of Conduct.* The Park District shall not tolerate any unsafe, illegal, or inappropriate behavior or conduct by Pool Facility patrons, renters, guests, or the invitees, or its own employees and agents, and shall cause any persons engaging in such behaviors to be immediately removed from the Pool Facility. Such conduct may result in termination of this Agreement by the Village, by written notice in accordance with notice provisions herein, if such activities are promoted by, participated in by, condoned or allowed to happen by the District personnel. Such conduct may result in immediate termination of this Agreement without notice where such conduct is ongoing and is promoted by, participated in by, condoned or allowed to happen by the District personnel and is likely to result in immediate harm to the Pool Facility and/or patrons, renters, guests or invitees, or the District’s own employees and agents, providing that notice is not practical.

POOL CERTIFICATIONS

The Maywood Park District shall provide management and appropriate certified staff to operate the pool in a professional manner. All management and staff used for operations and routine maintenance activities at the Pool Facility shall be Maywood Park District employees, unless the Maywood Park District and Village mutually agree in writing to have the Village, at its costs employ certain people to perform certain designated functions at the Pool Facility. Staff employed by the Village will be under the supervision of the Maywood Park District and be trained by the Maywood Park District staff.

FINANCIAL OBLIGATIONS, COSTS AND REVENUES

A. *Initial start-up and operations.* The Village agrees to pay the Maywood Park District an amount equal to ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) for the sole purpose of contributing to the start-ups costs, common maintenance costs, operational costs, advertising and activities / programming costs and staffing costs related to the Pool Facility (“Pool start-up and Operations Fee) for the 2020 Season. The Payment of the Pool start-up and Operations Fee shall be as follows:

1. April _____, 2020 (\$36,666.66)
2. May _____, 2020 (\$36,666.66)
3. June _____, 2020 (\$36,666.68)
- 4.

B. *Audit; Return of start-up and operations fees.* The Maywood Park District shall prepare a financial statement of the actual, documented costs incurred by the Maywood Park District in regard to the start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs and staffing costs, related to the Pool Facility for the 2020 Season. In the event of early termination, and to the extent that such costs do not exceed the pool start-up and operations fee paid by the Village, the Maywood Park District agrees to return to the Village the unused portion of the pool start-up and operations fee within (30) calendar days of delivery of the financial statement to the Village Manager. The Maywood Park District agrees to make its financial records and supporting documents, or certified, true and accurate copies of such records, relative to the operation of the Pool Facility for the 2020 Season, available for inspection by the Village Manager, the Finance Director, the Village Attorney and the Village’s Auditor for purposes of verifying the financial statement prepared by the Maywood Park District under this agreement.

C. *Pool Revenues; Financial Statement.* The Maywood Park District shall be entitled to any fees generated by the Pool Facility during the term of this Agreement, including fees related to pool passes, rental of the Pool Facility, and fees generated by recreational programming run by the Maywood Park District at the Pool Facility. The District agrees to use the fees generated by the Pool Facility to defray the costs associated with maintaining, controlling and operating the Pool Facility. The District agrees to maintain current and accurate records of all fee income generated and incurred expenses related to the Pool Facility and provide to the Village Manager a detailed line-item financial statement, including supporting documents, of the fees generated and expenses incurred relating to the Pool Facility for the 2020 Season within sixty (60) calendar days of the closing date of the Pool Facility.

D. *Sharing of Net Profit.* The District and the Village agree to share equally any net profit that is realized by the operation of the Pool Facility for the 2020 Season. The term “net profit” shall mean that amount of income generated by the operation of the Pool Facility for the 2020 Season that is in excess of the actual, documented expenses incurred by the District in operating the Pool Facility during the 2020 Season. The Village’s Pool Start-Up and Operational Fees shall be included as fee income for purposes of determining net profit. The District shall pay to the Village fifty percent (50%) of any net profit within thirty (30) calendar days of delivery of the financial statement.

E. *Sharing of Net Operating Losses.* The Village’s Pool Start-Ups and Operations Fee and all other sources of pool-related revenues received by the District shall be included as

revenue for the purposes of determining net losses. If there is no net profit generated and a net operating loss exists, then the parties agree to share equally in the net operating losses, subject to the District's capped contribution toward net operating losses equal to FIVE THOUSAND DOLLARS (\$5,000.00). The Village shall pay all net operating losses that are in excess of the District's capped contribution thirty (30) calendar days of delivery of the financial statement.

F. *Shortened season.* In the event the Pool Facility does not operate for the entire 2020 Season by mutual consent of the parties, the parties agree that the financial statement process, sharing of net profits and return of Pool Start-Ups and Operations Fee (if any owed) identified in this Section will be followed.

MUTUAL COOPERATION

The Village and the Park District agree to fully cooperate, consult and inform each other regarding any and all major decisions related to the maintenance, operation and control of the Pool Facility, in order to achieve the mutual goals and purposes of maintaining, operations and controlling a high-quality recreation Pool Facility and related programming for the residents of the Village. During the term of this Agreement, as requested by either party, the Village and Park District agree to consult one another in connection with: (1) achievement of goals of programming provided at the Pool Facility by the Park District including swimming lessons and other recreational programming, services and events related to the Pool Facility; (2) replacement, repairs or additional to equipment needed for the maintenance, operations or control of the Pool Facility; and (3) any other matter concerning the operations of the Pool Facility, including without limitation the Park District's implementation of safety practices at the Facility (e.g. employment of adequate trained and certified lifeguard staff) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the persons using the Pool Facility.

INDEMNIFICATION BY MAYWOOD PARK DISTRICT

A. As a material inducement for the Village to enter into this Agreement, and subject to the terms and limitations of the insurance coverages set forth in this Agreement, and to the extent permitted by law, the District agrees to defend, indemnify and hold harmless the Village and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, and engineers (the "Village Affiliates") from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, cause of actions, costs, expenses and liabilities including the reasonable fees and expenses of their attorney's, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally. The District reserves the right to select defense counsel to defend any such claims brought against the Village Affiliates.

B. Claims subject to indemnification include any claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly out of the negligence or tortious, willful or unlawful acts or omissions in association with the conduct of the District, its officers, agents, employees, contractors, or subcontractors ("District Affiliates"), and any action for loss or damage resulting

from the District's failure to comply with any provision of the Agreement, or of any federal, state, or local law or regulation applicable to the District. Said obligation to indemnify and hold harmless shall not extend to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the Village and/or Village Affiliates.

C. In the event of any personal injury, bodily injury, death, illness, loss damage or claims therefore related to the Pool Facility, the District shall give written notice of such incident and/or claim to the Village Manager within twenty-four hours of the occurrence or notice of the claim.

INDEMNIFICATION BY VILLAGE

A. As a material inducement for the District to enter into this Agreement, and subject to the terms and limitations of the insurance coverages set forth in this Agreement, and to the extent permitted by law, the Village agrees to defend, indemnify and hold harmless the District, its employees, agents, volunteers, and representatives (the "District Affiliates") from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, cause of actions, costs, expenses and liabilities including the reasonable fees and expenses of their attorney's, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally. The Village reserves the right to select defense counsel to defend any such claims brought against the District and its affiliates.

B. Claims subject to indemnification include any claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly out of the negligence or tortious, willful or unlawful acts or omissions in association with the conduct of the Village, its officers, agents, employees, contractors, or subcontractors ("Village Affiliates"), and any action for loss or damage resulting from the Village's acts or omissions regarding the mechanical upkeep and maintenance of the Pool Facility and/or other Village responsibilities under this Agreement and brought against the District or any of the District Affiliates. Said obligation to indemnify and hold harmless shall not extend to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the District and/or District Affiliates.

INSURANCE REQUIREMENTS

A. The District and Village shall each maintain the following minimum level of insurance coverage during the term of the Agreement:

- General Comprehensive Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than \$2,000,000
- Worker's Compensation: Worker's Compensation limits as required by State Statue

- Employer's Liability: \$5,000,000 per occurrence and in aggregate. (The Village shall reimburse the District for any additional premium incurred in increasing its current excess liability coverage to \$5,000,000)

B. Each party to this Agreement shall obtain coverage that specifically names the other party and affiliates identified in the indemnification section herein. The coverage obtained pursuant to this Agreement shall specifically name the indemnified parties Village of Maywood and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees as additional insureds on a primary and non-contributing basis. The District shall always keep a current certificate of Insurance on file with the Village during the term of this Agreement. The District shall provide the Village with thirty (30) calendar days written notice should any of the described policies be cancelled or materially changed before the expiration date thereof. The Village shall provide the District with thirty (30) calendar days written notice of any policy cancellation or material changes before the expiration date thereof.

C. The insurance coverage under this Agreement shall specifically recognize and cover the party's respective indemnification obligations under this Agreement and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the District shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the District's Insurance.

**BUILDING, STRUCTURES, FIXTURES, STATUES, PLAQUES AND OTHER
ARTWORK, LANDMARKS OR ARCHITECTURAL FEATURES**

The Park District is obligated to maintain and leave in place all buildings, structures, improvements (e.g. fences, lights, etc.) fixtures, statues, busts, plaques, artwork, landmarks or other architectural features (the "improvements") existing on the Pool Facility for the term of the Agreement. The Park District may not remove, modify, or otherwise alter any of the improvements existing on or at the Pool Facility without the express written consent of the Village, which may be withheld for any reason. The improvements existing on or at the Pool Facility specifically include, but are not limited to, the plaque displaying the name of the Pool Facility and the statue honoring the late Fred Hampton.

NOTICE

All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; or (b) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. All notices shall be addressed as follows:

The Village
Village Manager

The Maywood Park District
Executive Director – Lonette C. Hall

Village of Maywood
40 Madison St.
Maywood, Il. 60153
Phone: 708-450-6301

Maywood Park District
921 S. 9th Ave.
Maywood, Il. 60153
Phone: 708-344-4740

MECHANIC'S LIEN

The Maywood Park District will not suffer or permit any mechanic's lien or other such lien to attach the Pool Facility. The District shall save and keep harmless the Village and its property from any such lien or claim, including, attorney fees and expenses incurred with removing, setting or contesting such lien or claim.

PERMITS

The District and Village shall work together to obtain all necessary State, County and Village permits, licenses, consents and other approvals for the operation of the Pool Facility.

ASSIGNMENTS

The District shall not assign, sublet, transfer, or convey the Agreement and its obligations hereunder to any person or entity.

GOVERNMENTAL REGULATIONS

The District shall comply with all applicable requirements of federal, state, county, and local regulatory authorities, including the applicable provisions of the Village Code, with respect to the maintenance, operation and control of the Pool Facility. The District shall immediately notify the Village of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

ENTIRETY OF AGREEMENT

A. This Agreement, together with any Exhibits attached hereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between parties concerning maintenance, operation, and control of the Pool Facility for the term of this Agreement and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

B. No oral modification, amendment, or change shall be made this Agreement without the express approval of the same. Any modification, amendment, or change hereto shall be in writing and properly approved by the corporate authorities and duly executed by the

parties. A party recommending a revision or modification shall provide the other Party with at least ten (10) day notice of the proposed change.

NO DUTY TO THIRD PARTIES

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in the Agreement is intended, expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the District and/or Village, and/or any of their respective officials, officers and/or employees.

EXECUTION AND AUTHORITY

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement. Execution of this Agreement by the Village is authorized by an ordinance passed by the Board of Trustees of the Village on _____, 2020. Execution of this Agreement by the Maywood Park District is authorized by a resolution and motion passed by the Board of Commissioners of the Maywood Park District on _____, 2020. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, or any act of the Village or of the District shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationships of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the Maywood Park District.

ENFORCEABILITY

If any provision of this, Agreement, or any paragraph, sentence, clause, phrase or work or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never include and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.

JURISDICTION AND VENUE

This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the propose of any litigation relative to this Agreement and its enforcement, venue shall

be in the Circuit Court of Cook County, Illinois and the parties' consent to the personal jurisdiction of said Court for any such action proceeding.

In Witness whereof, the parties have entered into this Agreement as of the date the last signatory signed and dated this Agreement below.

[INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Village of Maywood

By: _____
Village President

Date: _____, 2020

Attest: _____
Village Clerk

Date: _____, 2020

Maywood Park District

By: _____
Board President

Date: _____, 2020

Attest: _____
Executive Director

Date: _____, 2020

**POOL USE AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE WEST COOK YMCA
(2019 SUMMER SEASON)**

This **POOL USE AGREEMENT** ("Agreement") is made and entered into this ___ day of _____, 2019, by and between the VILLAGE OF MAYWOOD, an Illinois Municipal Corporation ("Village"), and the WEST COOK YOUNG MEN'S CHRISTIAN ASSOCIATION INCORPORATED, an Illinois not-for-profit corporation ("YMCA").

RECITALS

WHEREAS, the Village currently owns and maintains a public pool, land adjacent to the pool inside a fenced area, and related facilities inside a fenced area, commonly known collectively as the Fred Hampton Family Aquatic Center ("Pool Facility"), on property commonly known as Maywood Park, and which is located north of Oak Street, south of the Union Pacific Railroad lines, west of 1st Avenue and east of 5th Avenue; and

WHEREAS, the Village and the YMCA desire for the Pool Facility to be maintained, operated and controlled by the YMCA during the 2019 summer season ("2019 Season"), including the provision of all management, staff and activities at the Pool Facility; and

WHEREAS, the Village and the YMCA find that it is necessary and desirable, and in the best interests of the Village and the YMCA and their respective residents, members or patrons, to enter into this Agreement for the Pool Facility, so that the Pool Facility may be maintained, operated and controlled by the YMCA during the 2019 Season.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF PREAMBLES**: Each of the Whereas paragraphs contained in the Recitals section above is incorporated herein and made a part of this Agreement.

2. **EFFECTIVE DATE, TERM AND TERMINATION**: This Agreement shall be deemed dated and become effective on the date that the last party executes this Agreement (the "Effective Date"). The **term of this Agreement shall run from its Effective Date until August 18, 2019**, unless such term is extended by mutual written agreement of the parties. Either party may terminate this Agreement for any reason upon ten (10) calendar days' written notice. Upon termination, the YMCA shall immediately cease its operation of and access to the Pool Facility. At the time of termination of this Agreement, the YMCA shall return all Village-owned personal property associated with the Pool Facility, including but not limited to all keys to any Village buildings or locks, and shall remove any YMCA-owned locks that have been temporarily installed at the Pool Facility.

3. **POOL FACILITY OPERATION, CONTROL AND MAINTENANCE**: Responsibility for Pool Facility operation, control and maintenance during the term of this Agreement shall be as follows: (a

summary of the responsibilities for routine maintenance and operation of the Pool Facility is attached hereto as Exhibit "A"):

- A. The Village shall be responsible for all mechanical upkeep of the Pool Facility and pool-related equipment, including maintenance of all pumps, motors, slides, fencing and lighting in good and operating condition. All mechanical equipment will be confirmed as being operational during a facilities walk-through and before control of the Pool Facility is turned over to the YMCA.
- B. The YMCA shall be responsible for routine maintenance and operation of the Pool Facility, including, but not limited to, water testing, chemical applications, filter backwashing, and the provision of cleaning and janitorial services for all areas making up the Pool Facility. The Pool Facility shall be operated to maintain the aquatic safety requirements of Cook County (including but not limited to chemical levels and lifeguard ratios). Failure by the YMCA to maintain the Pool Facility to the satisfaction of the Village shall be regarded as a default under this Agreement.
- C. The Village agrees to allow the YMCA access to and use of all existing equipment located at the Pool Facility necessary for routine maintenance and operation of the Pool Facility.
- D. The YMCA shall control access to the Pool Facility by keeping the Pool Facility secured at all times and locked when not in use so that no unauthorized access into the Pool Facility may occur.
- E. The YMCA shall operate the Pool Facility by opening it for the **2019 Season**, which shall be defined as **Monday, June 10, 2019 through Sunday, August 18, 2019**, to the Village residents, YMCA members and the public, by maintaining regular hours, and by offering swimming lessons and other recreational programming, services, rental, and other activities and events related to the Pool Facility. **The YMCA will provide a final schedule of hours of operation, programming and activities to the Village Manager by Monday, May 20, 2019**, which schedule shall be generally consistent with the "YMCA - 2019 Season Pool Operating Hours and Fee Schedule For The Maywood / Fred Hampton Family Aquatic Center," which is attached hereto as Exhibit "B" and made a part hereof.
- F. The YMCA shall provide management and appropriate certified staff to operate the Pool Facility in a professional manner. All management and staff used for operation and routine maintenance activities at the Pool Facility shall be YMCA employees, unless the YMCA and the Village mutually agree in writing to have the Village, at its cost, employ certain people to perform certain designated functions at the Pool Facility. **Staff employed by the Village will be under the supervision of the YMCA and be trained by YMCA staff.**
- G. The pool at the Pool Facility shall not be used without a YMCA Lifeguard on duty.
- H. The Village will provide a temporary uniformed security officer at the Pool Facility during Pool Facility hours. The Maywood Police Department will vet the security staff and manage times that are worked; the Maywood Police Department will conduct hourly checks on the Pool Facility by officers assigned to Zone 2 (Pool and Park area) which will include a walk around the concession area identified as a concern; the Maywood Police Department will assign a Part-Time Officer (PTO) from 3:00 p.m. to

7:00 p.m. to cover Pool Facility closings and walk Pool Facility manager to car with daily cash bank.

- I. The YMCA shall operate the Pool Facility in accordance with the terms of this Agreement. However, if the revenue generated by users of the Pool Facility is not enough to cover the operating cost of the Pool Facility, or there is a lack of available and qualified staff to provide a safe environment, the YMCA, subject to prior notice and discussion with the Village Board members, reserves the right to alter the hours and dates of operation.
 - J. The Village and the YMCA will collaborate to promote Pool Facility operations, as outlined in the attached "YMCA - 2019 Season Pool Operating Hours and Fee Schedule For The Maywood / Fred Hampton Family Aquatic Center" (**Exhibit "B"**), such as lessons and any other applicable events and/or programs. However, the YMCA agrees to be the party with the primary responsibility for promoting the use of the Pool Facility to Village residents, Village-based schools and community organizations and groups as well as the other West Cook YMCA community members.
 - K. Upon termination of this Agreement, the YMCA shall return the Pool Facility to the Village in substantially the same or better condition than at the time of the Effective Date, normal wear and tear excepted.
 - L. The Village reserves the exclusive right to operate, or have a contractor operate on its behalf, a concession stand at the Pool Facility.
5. **UTILITIES:** During the term of this Agreement, the Village shall be solely responsible for the costs and maintenance of all utilities servicing the Pool Facility, including water and sewer service provided by the Village, electricity, air conditioning, lighting, telephone, etc.

6. **FEES:** The parties agree as follows:

- A. **Pool Start-Up and Operations Fee:** The Village agrees to pay to the YMCA an amount equal to **SIXTY-THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00)** for the sole purpose of contributing to the start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs, and staffing costs related to the Pool Facility ("Pool Start-Up and Operations Fee") for the 2019 Season. The YMCA is solely responsible for paying the remaining start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs, and staffing costs incurred relative to the operation of the Pool Facility for the 2019 Season. In the event that the YMCA incurs start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs, and staffing costs related to the Pool Facility for the 2019 Season that are less than the Pool Start-Up and Operations Fee, the YMCA shall return the unused portion of the Pool Start-Up and Operations Fee to the Village within thirty (30) calendar days of delivery of the financial statement mentioned in Section 6.B. below. **The payment of the Pool Start-Up and Operations Fee shall be made in three (3) equal payments: (1) one-third of the Pool Start-Up and Operations Fee (or \$21,000.00) shall be paid on or before Friday, April 19, 2019; (2) one-third of the Pool Start-Up and Operations Fee (or \$21,000.00) shall be paid on or before Friday, May 24, 2019; and (3) one-third of the Pool Start-Up and Operations Fee (or**

\$21,000.00) shall be paid on or before Friday, June 28, 2019.

- B. Audit; Return of Pool Start-Up and Operations Fee:** The YMCA shall prepare a financial statement (as required by Section 6.E. below) of the actual, documented costs incurred by the YMCA in regard to the start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs, and staffing costs related to the Pool Facility for the 2019 Season, and, to the extent that such costs do not exceed the Pool Start-Up and Operations Fee paid by the Village, as a result of any early termination of this Agreement (See, Section 6.C. below), then the YMCA agrees to return to the Village the unused portion of the Pool Start-Up and Operations Fee within thirty (30) calendar days of its delivery of the financial statement to the Village Manager. The YMCA agrees to make its financial records and supporting documents, or certified, true and accurate copies of such records, relative to the operation of the Pool Facility for the 2019 Season, available for inspection by the Village Manager, the Finance Director, the Village Attorney and the Village's Auditor for purposes of verifying the financial statement prepared by the YMCA under this Agreement.
- C. Early Termination; Default - Cure:** In the event that the Pool Facility does not operate for the entire 2019 Season by mutual consent of the parties, the parties agree that the financial statement process, sharing of net profits and return of Pool Start-Up and Operations Fee (if any is owed) identified in this Section 6 will be followed. If the Agreement is terminated by one party due to a default by the other party, upon delivery of written notice of the default, the defaulting party shall have five (5) business days to cure or commence action to cure the default.
- D. Pool Revenues; Financial Statement:** Subject to Sections 6.E. and 6.F. below, the YMCA shall be entitled to any fees generated by the Pool Facility during the term of this Agreement, including fees related to Pool Facility passes, rental of the Pool Facility, and fees generated by recreational programming run by the YMCA at the Pool Facility, but excluding any revenues generated by a Village-operated concession stand. The YMCA agrees to use the fees generated by the Pool Facility to defray the costs associated with maintaining, controlling and operating the Pool Facility. The YMCA agrees to maintain current and accurate records of all fee income generated and incurred expenses related to the Pool Facility and to provide to the Village Manager a detailed line-item financial statement, including supporting documents, of the fees generated and expenses incurred relating to the Pool Facility for the 2019 Season within sixty (60) calendar days of the closing date of the Pool Facility. This financial statement shall include a profit and loss statement for the 2019 Season. The Village's Pool Start-Up and Operations Fee shall be included in the financial statement as fee income for purposes of determining net profit and net losses.
- E. Sharing of Net Profit:** The YMCA and the Village agree to share equally any net profit that is realized by the operation of the Pool Facility for the 2019 Season. The term "net profit" shall mean that amount of income generated by the operation of the Pool Facility for the 2019 Season that is in excess of the actual, documented expenses incurred by the YMCA in operating the Pool Facility during the 2019 Season. The

Village's Pool Start-Up and Operations Fee shall be included as fee income for purposes of determining net profit. The YMCA shall pay to the Village its fifty percent (50%) share of any net profit within thirty (30) calendar days of delivery of the financial statement.

- F. **Sharing of Net Operating Losses:** The Village's Pool Start-Up and Operations Fee and all other sources of Pool Facility-related revenues received by the YMCA shall be included as revenue for purposes of determining net losses. If there is no net profit generated and a net operating loss exists, then the parties agree to share equally in the net operating losses, **subject to the YMCA's capped contribution toward any net operating losses equal to FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**. The Village shall pay all net operating losses that are in excess of the YMCA's capped contribution. The Village shall pay to the YMCA its share of any actual, documented net losses within thirty (30) calendar days of delivery of the financial statement.

7. **MUTUAL COOPERATION:** The Village and the YMCA agree to fully cooperate, consult and inform each other regarding any and all major decisions related to maintenance, operation and control of the Pool Facility, in order to achieve the mutual goals and purposes of maintaining, operating and controlling a high quality recreational Pool Facility and related programming for the residents of the Village and members of the YMCA. During the term of this Agreement, as requested by either party, the Village and the YMCA agree to consult one another in connection with:

- A. Achievement of goals for programming provided at the Pool Facility by the YMCA, including swimming lessons and other recreational programming, services, and events related to the Pool Facility.
- B. Personnel matters, including hiring of qualified, certified, employees by the YMCA for staffing the Pool Facility.
- C. Replacement, repairs or additions to equipment needed for the maintenance, operation or control of the Pool Facility.
- D. Any other matter concerning the operation of the Pool Facility, including without limitation the YMCA's implementation of safety practices at the Pool Facility (e.g., employment of adequate trained and certified lifeguard staff) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of persons using the Pool Facility.

8. **RENTAL OF POOL FACILITY:** The YMCA may rent out use of the Pool Facility for events during the term of this Agreement, subject to the prior approval of the Village Manager. The Village shall not be named as a party in any rental agreement, any rental agreement entered into shall specify that the YMCA and/or lessee are solely responsible for any liability associated with or arising out of the rental, and renter shall sign a waiver, hold harmless and indemnification agreement that protects the Village and YMCA. The Village Manager may, in his or her sole discretion, deny any proposed rental.

9. **AS-IS, WHERE-IS:** The YMCA shall insure that the Pool Facility is still in compliance with the federal Virginia Graeme Baker Spa and the Pool Safety Act prior to opening, subject to the Village's responsibility to pay for the costs of any compliance measures and the mechanical upkeep of the Pool

Facility. The YMCA agrees that it is accepting control of the Pool Facility under this Agreement in "AS-IS, WHERE-IS" condition (including all existing environmental conditions of the soil and the groundwater), agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Pool Facility, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village relative to the Pool Facility.

10. **INDEMNIFICATION BY YMCA:** As a material inducement for the Village to enter into this Agreement, and subject to the terms and limitations of the insurance coverages set forth in Section 12 below, and to the extent permitted by law, the YMCA agrees to defend, indemnify and hold harmless the Village and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, attorneys and engineers (the "Village Affiliates") from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, as follows:

- A. Any such claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly out of the negligence or tortious, willful or unlawful acts or omissions in association with the conduct of the YMCA, its officers, agents, employees, contractors or subcontractors ("YMCA Affiliates"), and in connection with any personal injury, bodily injury, illness or death, or loss or damage to the property of any person, associated with or related to the use of the Pool Facility, YMCA's maintenance, operation and control of the Pool Facility and/or other YMCA responsibilities under this Agreement and brought against the Village or any of the Village Affiliates. Said obligation to indemnify and hold harmless shall not extend to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence or willful or unlawful acts or omissions of the Village and/or the Village Affiliates.
- B. Loss or damage resulting from the YMCA's failure to comply with any provision of this Agreement, or of any federal, State or local law or regulation applicable to the YMCA.

In the event of any personal injury, bodily injury, death, illness, or loss or damage or claim or claims therefore related to the Pool Facility, the YMCA shall give immediate written notice thereof to the Village Manager.

11. **INDEMNIFICATION BY VILLAGE:** As a material inducement for the YMCA to enter into this Agreement, and subject to the terms and limitations of the insurance coverages set forth in Section 12 below, and to the extent permitted by law, the Village agrees to defend, indemnify and hold harmless the YMCA and the YMCA Affiliates from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, as follows:

- A. Any such claims, actions, suits, property damages, economic and non-economic

damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly out of the negligent or tortuous, willful or unlawful acts or omissions of the Village or Village Affiliates and in connection with any personal injury, bodily injury, illness or death, or loss or damage of any kind to the property of any person, associated with or related to the Village's mechanical upkeep and maintenance of the Pool Facility and/or other Village responsibilities under this Agreement and brought against the YMCA or any of the YMCA Affiliates. Said obligation to indemnify and hold harmless shall not extend to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the YMCA and/or the YMCA Affiliates.

- B. Loss or damage resulting from the Village's failure to comply with any provision of this Agreement, or of any federal or State law or regulation applicable to the Village.

12. **INSURANCE.** The YMCA and Village shall each maintain the following minimum levels of insurance coverage during the term of this Agreement:

- A. General Comprehensive Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. The general aggregate shall be twice the required occurrence limit. The minimum general aggregate shall be no less than \$2,000,000.
- B. Workers' Compensation: Workers' Compensation limits as required by State statute.
- C. Employer's Liability: \$500,000 per incident.
- D. Excess Liability: \$5,000,000 per occurrence and in the aggregate. (The Village shall reimburse the YMCA for any additional premium incurred in increasing its current excess liability coverage to \$5,000,000.)

The insurance coverage of the YMCA shall specifically name the Village of Maywood and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys and engineers as additional insureds on a primary and non-contributing basis. The YMCA shall keep a current certificate of insurance on file with the Village at all times during the term of this Agreement. The Village shall be provided with thirty (30) calendar days written notice should any of the described policies be cancelled or materially changed before the expiration date thereof.

The YMCA's policy or policies of insurance shall specifically recognize and cover the YMCA's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the YMCA shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the YMCA's insurance.

13. **BUILDINGS, STRUCTURES, FIXTURES, STATUES, PLAQUES AND OTHER ARTWORK, LANDMARKS OR ARCHITECTURAL FEATURES:** The YMCA is obligated to maintain and leave in place all buildings, structures, improvements (e.g., fences, lights, etc.), fixtures, statues, busts, plaques, artwork,

landmarks or other architectural features (the “Improvements”) existing on the Pool Facility for the term of this Agreement. The YMCA may not remove, modify or otherwise alter any of the Improvements existing on or at the Pool Facility without the express written consent of the Village, which consent may be withheld for any reason. The Improvements existing on or at the Pool Facility specifically include, but are not limited to, the plaque displaying the name of the Pool Facility and the statue honoring the late Fred Hampton.

14. **PRIORITY OF MAYWOOD RESIDENTS:** Residents of the Village will be given first priority in any recreational program openings related to the Pool Facility.

15. **STANDARD OF CONDUCT:** The YMCA shall not tolerate any unsafe, illegal or inappropriate behavior or conduct by Pool Facility patrons, renters, guests or other invitees, or its own employees and agents, and shall cause any persons engaging in such behaviors to be immediately removed from the Pool Facility. Such conduct may result in the termination of this Agreement by the Village if such activities are promoted by, participated in by, condoned or allowed to happen by YMCA personnel. Such conduct may result in the immediate termination of this Agreement without notice where such conduct is ongoing and is promoted by, participated in by, condoned or allowed to happen by YMCA personnel and is likely to result in immediate harm to the Pool Facility and/or patrons, renters, guests or other invitees, or the YMCA’s own employees and agents, such that providing notice is not practical.

16. **NOTICE:** All notices required to be provided under this Agreement shall be in writing and served either: (a) personally during regular business hours; or (b) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. All notices shall be addressed as follows:

<p><u>To the Village:</u> Village Manager Village of Maywood 40 Madison Street Maywood, Illinois 60153 Telephone: (708) 450-6301</p>	<p><u>To the YMCA:</u> Chief Operations Officer – Kevin Klein West Cook YMCA 255 South Marion Street Oak Park, Illinois 60302 Telephone: (708) 434-0203</p>
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17. **MECHANIC’S LIEN:** The YMCA will not suffer or permit any mechanic’s lien or other such lien to attach to the Pool Facility. The YMCA shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

18. **PERMITS:** The YMCA and the Village shall work together to obtain all necessary State, County and Village permits, licenses, consents and other approvals for the operation of the Pool Facility.

19. **ASSIGNMENT:** The YMCA shall not assign, sublet, transfer or convey this Agreement

and its obligations hereunder to any person or entity.

20. **GOVERNMENTAL REGULATIONS**: The YMCA shall comply with all applicable requirements of federal, State, county and local regulatory authorities, including the applicable provisions of the Village Code, with respect to the maintenance, operation and control of the Pool Facility. The YMCA shall immediately notify the Village of any change in conditions or change in federal, State or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

21. **EXECUTION**: This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

22. **ENTIRETY OF AGREEMENT**: This Agreement, together with any Exhibits attached hereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the parties concerning maintenance, operation and control of the Pool Facility for the term of this Agreement and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

23. **AMENDMENT**: No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change hereto shall be in writing upon mutual agreement of the parties. A party recommending a revision or modification to this Agreement shall provide the other party with at least ten (10) days' notice of the proposed change.

24. **NO DUTY TO THIRD PARTIES**: This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the YMCA and/or Village, and/or any of their respective officials, officers and/or employees.

25. **AUTHORITY**: Execution of this Agreement by the Village is authorized by a resolution passed by the President and Board of Trustees of the Village on April 9, 2019. Execution of this Agreement by the YMCA is authorized by a motion passed by the Board of Directors of the YMCA on March 4, 2016. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

26. **DISCLAIMER OF RELATIONSHIP**: Nothing contained in this Agreement, nor any act of the Village or the YMCA, shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of a third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the YMCA.

27. **ENFORCEABILITY**: If any provision of this Agreement, or any paragraph, sentence,

clause, phrase or word or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.

28. **JURISDICTION AND VENUE:** This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date the last signatory signed and dated this Agreement below, which date shall be inserted on page 1 hereof.

VILLAGE OF MAYWOOD

WEST COOK YMCA

By: _____
Edwenna Perkins
Village President

By: _____
Name: _____
President/Chief Executive Officer

Date: _____, 2019

Date: _____, 2019

Attest: _____
Viola Mims
Village Clerk

Attest: _____
Name: _____
Chief Operating Officer

Date: _____, 2019

Date: _____, 2019

EXHIBIT "A"

POOL FACILITY OPERATION, CONTROL AND MAINTENANCE

West Cook YMCA – Routine Maintenance and Operation of the Fred Hampton Pool in Maywood:

- **Daily upkeep and checks of:**
 - Pumps
 - Filters
 - Backwashing – cleaning filtration
 - Ordering chemicals (Chlorine/Acid)
 - Dispersing chemicals
 - Test kits for testing the water
- **Bathroom**
 - Daily cleaning
 - Unclogging toilets and sinks
- **Locker room**
 - Daily cleaning
- **Pool Deck**
 - Daily cleaning

Village of Maywood is responsible for:

- On site surveillance cameras
- The Village will provide a temporary uniformed security officer at the pool during pool hours. The Maywood Police Department will vet the security staff and manage times that are worked; the Maywood Police Department will conduct hourly checks on the Pool Facility by officers assigned to Zone 2 (Pool and Park area) which will include a walk around the concession area identified as a concern; the Maywood Police Department will assign a Part-Time Officer (PTO) from 3:00 p.m. to 7:00 p.m. to cover Pool Facility closings and walk Pool Facility manager to car with daily cash bank.
- Landscaping
- Scheduling trash pick-up
- Any structure issues with building such as front entrance, men's and women's locker room, cashier desk, lifeguard office
- Replacing the privacy screen located on fence and general fence repairs
- Any breakdown of mechanical equipment
- Major plumbing issues
- Major electrical issues, including the outdoor lights
- All Pool Structural issues:
 - Leaks
 - Cracks
 - Problems with drains
 - Ladders
- Structural issues with:
 - Slides
 - Ladders
 - platform
- AED unit

The Village of Maywood may contract with YMCA Building & Operation Staff for some of the items listed in the "Village of Maywood is responsible for" items and we can address them at our \$25.00 per hour rate.

EXHIBIT "B"

**YMCA – 2019 Season Pool Operating Hours and Fee Schedule
For The Maywood / Fred Hampton Family Aquatic Center**

Dates and Hours of Operation: June 10, 2019 to August 18, 2019 from 12:00 Noon to 7:00 p.m.

	Maywood Resident	Non-Resident
Daily Fees		
Youth (Ages 3-17)	\$5	\$7
Adult (Ages 18-54)	\$8	\$10
Senior (Ages 55+)	\$6	\$8
Family (Limit 6)	\$15	\$17
Annual Passes		
Youth (Ages 3-17)	\$40	\$60
Adult (Ages 18+)	\$50	\$70
Family (Limit 6)	\$90	\$110