



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

**AGENDA**

**Masks or face coverings are required for all people who physically attend this meeting.**

**Physical attendance at the meeting may be subject to social distancing guidelines.**

**The public is encouraged to stay at home and watch, listen to the  
public meeting via electronic means.**

**Public comments submitted electronically to the Village and  
any responses will be read into the public meeting record.**

**Please submit public comments via email in advance of the public meeting to:**

**cthompkins@maywood-il.org or tpavlik@maywood-il.org and/or faxing to (708) 681-8818.**

**Options to watch and listen to the public meeting:**

**Live Stream at Village Website Home Page: Go to [www.maywood-il.org](http://www.maywood-il.org) and Click "Video On Demand".**

**1. CALL TO ORDER**

**2. ROLL CALL OF MEMBERS**

**3. INVOCATION**

**4. PLEDGE OF ALLEGIANCE TO THE FLAG**

**5. FINANCE MANAGEMENT REPORT(S):**

A. Presentation by Lanya Satchell, Director of Finance pursuant to the Village of Maywood  
Financial Report for Month Ending July 31, 2021. 5

**6. APPROVAL OF MINUTES:**

A. Approval of minutes for the Combined Committee of the Whole/Special Board Meeting  
Minutes of the Board of Trustees Tuesday, August 3, 2021 53

**7. PUBLIC COMMENTS:**

**8. VILLAGE PRESIDENT REPORT AGENDA ITEM(S):**

A. Presentation from Sheila Wesonga and Family about Living Liver Donor. 60

B. Discussion to fund and launch Homeland Security & Public Safety. 66

C. Discussion to waive parking lot expansion fee for School District 89's Washington Dual  
Language Academy. 196

D. Discussion on The Monroe Foundation to provide 2nd Chance resources including Sealing and Expungement in partnership with the Village of Maywood. (Attachment) 197

**9. VILLAGE MANAGER REPORT AGENDA ITEM(S):**

A. Discussion and recommendation pursuant to upcoming capital improvements along Warren Street between 5th Avenue and 4th Avenue regarding parking in the general vicinity of the 5th Avenue business district. 198

B. Introduction of new Department Heads

C. Presentation and follow-up discussion regarding Interfaith Housing and Parking

D. Resources for Tourism

E. Resources for small businesses

**10. VILLAGE STAFF / DEPARTMENT HEAD REPORTS:**

**11. VILLAGE ATTORNEY REPORT:**

**Items listed under New Business.**

**12. TRUSTEE COMMITTEE REPORTS:**

**A. Planning and Development**

\* Chair, Trustee Antonio Sanchez

\* Co-Chair, Trustee Shabaun Reyes-Plummer

**B. Fiscal Accountability and Government Transparency**

\* Chair, Trustee Miguel Jones

\* Co-Chair, Trustee Isiah Brandon

**C. Community Policing and Public Safety**

\* Chair, Trustee Aaron Peppers

\* Co-Chair, Trustee Melvin L. Lightford, Sr.

**D. Engagement and Communications**

\* Chair, Trustee Isiah Brandon

\* Co-Chair, Trustee Miguel Jones

**E. Infrastructure and Sustainability**

\* Chair, Melvin L. Lightford, Sr.

\* Co-Chair, Trustee Aaron Peppers

**F. Ordinance and Policy**

\* Chair, Trustee Shabaun Reyes-Plummer

\* Co-Chair, Trustee Antonio Sanchez

G. Discussion and recommendation of: A Memorandum from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021 regarding the Trustee Committee Schedule and Calendar. 204

**13. NEW BUSINESS (DISCUSSION AND RECOMMENDATION ONLY):**

A. Discussion and recommendation of: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR ELECTRICAL INSPECTION SERVICES, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021. 208

B. Discussion and recommendation of: A Memorandum from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021 regarding Proposed Mobile Merchants Regulations and 224

Chapter 115 (Peddlers, Solicitors, Itinerant Vendors and Canvassers) of Title XI (Business Regulations) of the Maywood Village Code

C. Discussion and recommendation of: ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021/2022 (MAY 1, 2021 THROUGH APRIL 30, 2022) VILLAGE OF MAYWOOD BUDGET (Amendment No. 1), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021. 249

D. Discussion and recommendation of: TENTATIVE VILLAGE OF MAYWOOD FISCAL ADOPTION SCHEDULE FOR 2021 REAL ESTATE TAX LEVY AND 2022/2023 OPERATING BUDGET, dated September 1, 2021. 255

E. Discussion and recommendation of: SESAC MUSIC PERFORMANCE LICENSE FOR MUNICIPALITIES (VERSION 2021), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021.

F. Discussion and recommendation of: ORDINANCE AMENDING SECTION 31.21 (BOARD OF FIRE AND POLICE COMMISSIONERS) OF THE MAYWOOD VILLAGE CODE REGARDING ADOPTING A LATERAL HIRING PROGRAM FOR ENTRY LEVEL POLICE OFFICERS, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated 260

**14. OLD BUSINESS (DISCUSSION AND RECOMMENDATION ONLY):**

A. Discussion and recommendation of: A RESOLUTION AUTHORIZING AND CONSENTING TO A COOK COUNTY CLASS 7c PROPERTY TAX RATE INCENTIVE DESIGNATION FOR THE REAL PROPERTY COMMONLY KNOWN AS 1215 S. 1ST AVENUE, MAYWOOD, ILLINOIS AND IDENTIFIED AS PROPERTY INDEX NUMBERS 15-14-204-001-0000 AND 15-14-204-010-0000 (LITTLE BEAR HOLDINGS, LLC), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021. 292

B. Discussion and recommendation of: A RESOLUTION AUTHORIZING ACCEPTANCE OF AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT FOR FISCAL YEAR 2021 IN THE AMOUNT OF \$193,000, AND EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT WITH COOK COUNTY FOR PHASE II ENGINEERING SERVICES (PROJECT: STREET IMPROVEMENTS TO 19TH AVENUE FROM MADISON STREET TO OAK STREET), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021. 301

C. Discussion and recommendation of: LICENSE AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR NON-EXCLUSIVE, TEMPORARY USE PERMIT FOR USE OF VILLAGE-OWNED PROPERTY (Village Property: Gym at 200 South 5th Avenue Building) (Maywood Park District and School Board of Maywood-Melrose Park-Broadview School District No. 89), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021. 326

D. Discussion and response to Perry Vietti, President of Interfaith Housing Development Corporation letter dated August 11, 2021 regarding parking at Fifth Avenue Apartments. 337

**15. OTHER MATTERS:**

**16. COMMITTEE MEMBER COMMENTS / INFORMATION:**

**17. FOR INFORMATION ONLY:**

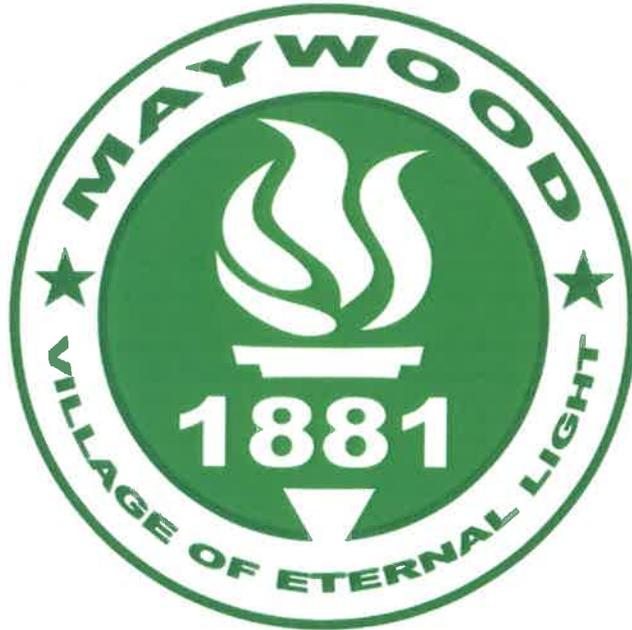
**18. CLOSED MEETING SESSION:**

- A. Pending Litigation (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)).

19. **ADJOURNMENT**

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

**The above Public Meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and the Illinois Governor's Disaster Proclamations (Restore Illinois Plan), and Executive Order 2021-20 extending the Governor's prior Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan (COVID-19 E.O. No. 87), as amended, and the mask mandate for individuals within indoor public places.**



**Village of Maywood**  
**Financial Report**  
**Month Ending**  
**July 31, 2021**





# VILLAGE OF MAYWOOD

## FINANCE DEPARTMENT

40 MADISON STREET, MAYWOOD, ILLINOIS 60153  
708-450-6320 (WATER BILLING)  
708-450-6310 (FINANCE DEPT.)

TO: Chasity Wells-Armstrong  
Village Manager

FROM: Lanya D. Satchell  
Director of Finance

DATE: August 31, 2021

RE: FY'2022 – 1<sup>ST</sup> QUARTER Analysis (July 1, 2021 – July 31, 2021)

Attached please find the Detailed Revenue and Expense Report for 3 months ending July 31, 2021. Upon review of the report, you will find that with 25% of the Fiscal Year having elapsed most departments have operated within the same percentage of their budgets. Exceptions reflect such expenditures as Membership & Dues, Contractual & Professional Services, and Building Maintenance.

### Revenues

For your review, I have enclosed a three-year analysis of the major revenue sources for the Village of Maywood. For comparison, I have highlighted (in blue) collections for July and year to date totals. As of July 31, 2021, Revenue reflects 14.5% of the total budgeted amount which is largely due to the timing of many of our revenue streams.

Revenues that have trended higher than expected are:

- Ambulance & Rescue Fees – 37.2%
- Building permits - 131.1% (\$108K more than budgeted)
- Video Gaming – 85.5%
- Cannabis Use Tax – 43.9%
- Transfer Stamps – 41.2%

Revenues that have trended lower than expected are:

- Administrative Hearings – 14.5% (Code Enforcement)
- Compliance Tickets – 17.3% (Police Department)
- Boot Charges – 0% (Police Department)
- Police Seizures – 1.3%
- Police Traffic Enforcement – 5.6%

## **Expenses**

As of July 31, 2021, total expenditures for the Corporate Fund reflect 17.5%. Although expenditures reflect less than 25% of the elapsed budget, with total expenditures of \$5.4M we're currently operating in a deficit - which impacts cash flow.

At the end of the 1<sup>st</sup> quarter, there are several areas of concern that will require modification, or controlled spending to align with what has been budgeted. Recommendations to modify will be presented to the BOT as a formal request and overspending will be addressed by the Village Manager.

Areas of concern are as follows:

- Finance Department - Bank Fees – 223%
- Law Services - Advertising – 91%
- Management Information Systems - Computers – 47.8%
- Police Department - Contractual Services – 46.7%
- Fire Department
  - Uniform Allowance – 70%
  - Telephone – 74.6%
  - Medical Supplies – 58%
- Public Works Department
  - Maintenance Buildings – 198%
  - Maintenance Vehicle – 75%
  - Maintenance Vehicle – 71%
  - Equipment Rental – 94%
  - Janitorial Supplies – 41.6%
  - Maintenance Supplies – 78.8%
  - Capital Outlay over \$5K – 118%

## **Other Major Funds**

Motor Fuel reflects total fund revenue of 56.5% with total fund expenditures of 6.7%. Expenditures budgeted for this fund are largely represent Capital Improvements (\$528K).

Water Fund reflects total fund revenue of 24.3% and total expenditures of 19.4%. After three periods, the Fund reflects a surplus of \$472K - as infrastructure projects begin and payment for water and refuge services are invoiced and paid, any surplus will quickly dwindle.

Areas of concern in the Water Fund are as follows:

- Public Works – Water & Sewer Maintenance
  - Overtime – 70%
  - Capital Outlay -under \$5K – 68.6%
  - Maintenance supplies – 46.8%

As with expenditures in the Corporate Fund, controlled spending will be addressed by the Village Manager.



**VILLAGE OF MAYWOOD**  
**FY 2022 - SALES TAX ANALYSIS**

	<u>Municipal</u>	<u>Home Rule</u>	<u>Motor Fuel</u>	
May (February)	70,188	56,229	23,006	149,423
June (March)	113,562	93,154	27,106	233,822
July (April)	99,660	80,048	26,269	205,977
August (May)				
September (June)				
October (July)				
November (August)				
December (September)				
January (October)				
February (November)				
March (December)				
April (January)				
<b>TOTAL</b>	<b>283,410</b>	<b>229,432</b>	<b>76,381</b>	<b>589,222</b>

<u>Municipal Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
May (February)	63,660	64,041	62,423
June (March)	83,632	74,038	64,366
July (April)	67,841	71,846	54,902
August (May)	72,922	79,004	63,366
September (June)	75,605	73,852	73,048
October (July)	77,271	81,590	77,866
November (August)	77,117	78,302	73,842
December (September)	71,534	80,660	75,405
January (October)	73,899	72,319	70,901
February (November)	66,595	71,340	66,666
March (December)	68,678	72,081	73,695
April (January)	47,769	46,702	83,244
<b>TOTAL</b>	<b>846,524</b>	<b>865,776</b>	<b>839,725</b>

<u>Home Rule Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
May (February)	50,105	50,962	49,738
June (March)	62,735	57,756	49,726
July (April)	54,249	57,696	42,296
August (May)	58,932	65,291	47,101
September (June)	63,303	60,703	56,055
October (July)	59,749	64,411	60,751
November (August)	59,818	63,168	59,305
December (September)	55,938	58,483	59,788
January (October)	59,276	57,348	56,834
February (November)	54,965	56,579	53,042
March (December)	55,498	58,299	57,029
April (January)	48,884	53,618	65,429
<b>TOTAL</b>	<b>683,452</b>	<b>704,313</b>	<b>657,092</b>

<u>Motor Fuel Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
October (July)			16,322
November (August)			29,937
December (September)			26,701
January (October)			24,307
February (November)			24,885
March (December)			24,125
April (January)			22,770
<b>TOTAL</b>			<b>169,048</b>





**VILLAGE OF MAYWOOD**  
**MAJOR REVENUE SOURCES - (State shared)**

<u>INCOME TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	330,396	483,760	242,876	405,364
June	152,631	151,076	150,440	355,666
July	206,372	225,931	238,893	319,064
August	151,490	161,954	326,618	
September	147,848	143,338	185,066	
October	229,783	255,741	267,992	
November	165,497	166,910	181,084	
December	137,174	157,723	160,320	
January	199,871	220,457	255,423	
February	240,461	227,131	270,039	
March	144,789	168,894	186,110	
April	385,925	7,179	296,750	
	<u>2,492,237</u>	<u>2,370,093</u>	<u>2,761,612</u>	<u>1,080,094</u>
<u>PERS PROP REPLACEMENT TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	133,755	184,378	101,011	263,286
July	104,224	108,907	104,948	191,854
August	10,523	13,064	77,552	
October	94,319	189,543	98,315	
December	23,065	31,477	25,445	
January	77,329	115,098	121,017	
March	30,502	22,882	43,723	
April	93,373	74,629	204,300	
	<u>567,088</u>	<u>739,979</u>	<u>776,311</u>	<u>455,140</u>
<u>LOCAL USE TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	47,190	58,180	59,883	62,651
June	56,989	66,140	76,175	80,095
July	49,738	62,602	91,555	72,770
August	54,236	62,873	80,642	
September	58,085	63,917	89,684	
October	56,346	65,710	90,542	
November	53,587	62,953	87,182	
December	61,473	70,507	90,956	
January	65,068	77,413	95,303	
February	71,995	72,525	101,557	
March	87,060	99,514	143,310	
April	70,642	80,646	70,262	-
	<u>732,410</u>	<u>842,979</u>	<u>1,077,050</u>	<u>215,516</u>



**VILLAGE OF MAYWOOD**  
**MAJOR REVENUE SOURCES - (State shared)**

<u>TELECOMMUNICATIONS TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May (March)	33,818	37,670	20,381	26,886
June (April)	37,784	30,130	28,276	26,563
July (May)	35,346	28,489	26,200	26,115
August (June)	35,934	29,469	31,442	
September (July)	35,080	27,980	25,971	
October (August)	34,471	29,225	26,752	
November (September)	34,220	28,888	24,910	
December (October)	31,744	29,076	27,762	
January (November)	31,668	29,048	26,048	
February (December)	31,363	32,295	24,999	
March (January)	31,471	31,900	26,775	
April (February)	25,818	5,966	24,562	-
	<u>398,717</u>	<u>340,136</u>	<u>314,077</u>	<u>79,563</u>

<u>COMM ED UTAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	61,312	59,206	58,505	57,097
June	59,625	57,624	55,563	58,639
July	68,613	62,329	70,268	71,702
August	87,758	79,273	88,543	
September	78,422	85,919	87,524	
October	77,872	74,075	83,029	
November	63,942	67,198	60,881	
December	57,690	60,520	59,797	
January	71,503	70,779	67,904	
February	74,207	71,973	75,152	
March	72,862	68,989	70,514	
April	65,575	63,310	63,842	
	<u>839,382</u>	<u>821,195</u>	<u>841,521</u>	<u>187,438</u>

<u>NI GAS UTAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	48,924	42,103	38,718	42,499
June	28,761	29,277	31,465	37,408
July	15,951	17,634	15,376	19,904
August	11,876	13,699	15,238	
September	12,306	11,760	21,071	
October	11,472	11,790	18,868	
November	16,429	12,733	20,303	
December	43,660	36,591	31,120	
January	60,383	58,199	44,435	
February	65,927	56,403	66,857	
March	76,001	67,428	79,186	
April	60,894	50,657 <sup>13</sup>	54,116	
	<u>452,583</u>	<u>408,274</u>	<u>436,754</u>	<u>99,810</u>



**VILLAGE OF MAYWOOD**  
**MAJOR REVENUE SOURCES - (State shared)**

<u>VIDEO GAMING TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May (March)		2,184	2,025	6,956
June (April)		1,727	-	7,901
July (May)		1,464	-	6,525
August (June)		1,838	-	
September (July)		1,447	4,248	
October (August)		1,882	4,230	
November (September)		1,897	4,079	
December (October)		2,173	3,981	
January (November)		1,408	2,256	
February (December)		1,617	-	
March (January)		1,475	1,305	
April (February)		2,590	4,495	
		<u>21,701</u>	<u>26,619</u>	<u>21,382</u>

<u>CANNABIS USE TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May (March)			1,135	2,760
June (April)			879	3,203
July (May)			1,176	2,823
August (June)			1,341	
September (July)			1,817	
October (August)			1,188	
November (September)			1,346	
December (October)			1,157	
January (November)			2,663	
February (December)			2,145	
March (January)			2,114	
April (February)		3,942	2,730	
		<u>3,942</u>	<u>19,690</u>	<u>8,786</u>





VILLAGE OF MAYWOOD  
 FY2021-2022 Budget Analysis  
 FISCAL YEAR TO DATE AT JULY 31, 2021

		JULY ACTUAL	YTD ACTUAL	FY'22 BUDGET	% USED
01-10-30125	ADMINISTRATIVE HEARINGS	340.00	3,619.00	25,000.00	14.5
01-10-30126	COMPLIANCE TICKETS	350.00	1,300.00	7,500.00	17.3
01-10-30160	BOOT CHARGES	-	-	10,000.00	0.0
01-10-30235	CODE VIOLATIONS	1,850.00	5,750.00	-	
01-10-30290	FINES/ FORFEITURES	-	350.00	15,000.00	2.3
01-10-30365	JUDGEMENTS & LIENS	50.00	10,212.75	55,000.00	18.6
01-10-30445	IL DEBT RECOVERY PROGRAM	5,165.95	21,182.98	150,000.00	14.1
01-10-30450	REDLIGHT REVENUE	3,283.35	23,273.70	100,000.00	23.3
01-10-30460	PARKING FINES	5,255.00	30,455.00	250,000.00	12.2
01-10-30500	POLICE TOWING	9,377.00	31,576.00	150,000.00	21.1
01-10-30519	POLICE SEIZURES	98.92	393.37	30,000.00	1.3
01-10-30521	POLICE TRAFFIC ENFORCEMENT	-	980.00	17,500.00	5.6
	<b>TOTAL FINES</b>	<b>25,770.22</b>	<b>129,092.80</b>	<b>810,000.00</b>	<b>15.9</b>
01-10-30130	AMBULANCE & RESCUE FEES	45,971.27	195,206.00	525,000.00	37.2
01-10-30140	ANIMAL RELEASE	-	710.00	2,500.00	28.4
01-10-30150	BOARD UP	-	-	1,000.00	0.0
01-10-30170	BUILDING PERMITS	38,321.00	458,827.98	350,000.00	131.1
01-10-30175	ENTERPRISE ZONE	-	-	20,000.00	0.0
01-10-30211	CLERK'S OFFICE FEES	336.30	336.30	1,500.00	22.4
01-10-30220	FRANCHISE FEES	31,896.96	31,896.96	250,000.00	12.8
01-10-30230	CERTIFICATE OF INSPECTION	5,565.00	13,195.00	50,000.00	26.4
01-10-30280	ELEVATOR INSPECTIONS	516.00	559.00	3,500.00	16.0
01-10-30300	FINGERPRINTS	840.00	1,950.00	-	
01-10-30335	HEALTH INSPECTIONS	-	-	15,000.00	0.0
01-10-30405	MAYWOOD PROVISIO OFFICER	-	-	24,932.00	0.0
01-10-30455	OCCUPANCY PERMIT	270.00	736.00	1,000.00	73.6
01-10-30480	VACANT BLDG REGISTRATION	3,000.00	11,750.00	50,000.00	23.5
01-10-30516	POLICE/FIRE REPORTS	245.00	245.00	5,000.00	4.9
01-10-30630	TRANSFER STAMPS	21,293.00	102,952.00	250,000.00	41.2
01-10-30760	50 / 50 SIDEWALK	1,482.92	12,515.15	15,000.00	83.4
	<b>TOTAL FEES</b>	<b>149,737.45</b>	<b>830,879.39</b>	<b>1,564,432.00</b>	<b>53.1</b>
01-10-30200	BUSINESS LICENSE	-	42.00	80,000.00	0.1
01-10-30240	CONTRACTORS LICENSE	4,210.00	15,210.00	60,000.00	25.4
01-10-30250	DOG TAGS	100.00	230.00	2,500.00	9.2
01-10-30390	LIQUOR LICENSE	-	-	55,000.00	0.0
01-10-30470	PARKING PERMITS	2,000.00	4,175.00	10,000.00	41.8
01-10-30650	VEHICLE STICKERS	579.50	3,499.00	300,000.00	1.2
	<b>TOTAL LICENCES</b>	<b>6,889.50</b>	<b>23,156.00</b>	<b>507,500.00</b>	<b>4.6</b>
01-10-30370	INTEREST	57.61	176.12	2,000.00	8.8
01-10-30720	ZBA HEARINGS	-	-	250.00	0.0
01-10-30620	SUMMARY ABATEMENT	-	-	1,000.00	0.0
	<b>TOTAL SERVICE CHARGE</b>	<b>57.61</b>	<b>176.12</b>	<b>3,250.00</b>	<b>5.4</b>
01-10-30330	GRANTS	-	-	25,000.00	0.0
	<b>TOTAL GRANTS</b>	<b>-</b>	<b>-</b>	<b>25,000.00</b>	<b>0.0</b>



		JULY ACTUAL	YTD ACTUAL	FY'22 BUDGET	% USED
01-10-30520	COOK COUNTY PTAX	26,925.66	669,706.23	12,781,927.95	5.2
01-10-30522	SALES TAX	205,976.81	589,222.01	1,500,000.00	39.3
01-10-30523	INCOME TAX	319,064.31	1,080,094.34	2,425,000.00	44.5
01-10-30524	PERS PROP REPLACE TAX	191,854.14	455,140.48	625,000.00	72.8
01-10-30526	LOCAL USE TAX	72,770.26	215,516.33	700,000.00	30.8
01-10-30529	TELECOMMUNICATIONS TAX	26,114.61	79,563.24	425,000.00	18.7
01-10-30531	COMM ED UTAX	71,701.97	187,437.92	700,000.00	26.8
01-10-30532	NI GAS UTAX	19,903.74	99,810.20	350,000.00	28.5
01-10-30540	PROPERTY TAX - POLICE PENSION	-	-	4,683,510.00	0.0
01-10-30541	PROPERTY TAX - FIRE PENSION	-	-	3,513,543.00	0.0
01-10-30545	VIDEO GAMING - NEW	6,525.04	21,381.64	25,000.00	85.5
01-10-30547	CANNABIS USE TAX - NEW	2,823.26	8,786.31	20,000.00	43.9
	<b>TOTAL TAXES</b>	<b>943,659.80</b>	<b>3,406,658.70</b>	<b>27,748,980.95</b>	<b>12.3</b>
01-10-30260	DONATIONS	(2,225.00)	2,775.00	3,500.00	79.3
01-10-30410	MAINTENANCE OF HIGHWAYS	-	-	45,000.00	0.0
01-10-30440	MISC	2,161.00	7,957.21	100,000.00	8.0
01-10-30550	REIMBURSEMENTS TO VILLAGE	11,985.87	116,834.67	150,000.00	77.9
01-10-30590	SALE OF PROPERTY	984.00	984.00	150,000.00	0.7
01-10-30600	SPECIAL SIGNS	-	-	750.00	0.0
01-10-30730	ZONING MAPS	-	-	250.00	0.0
	<b>TOTAL OTHER</b>	<b>12,905.87</b>	<b>128,550.88</b>	<b>449,500.00</b>	<b>28.6</b>
	<b>GRAND TOTAL</b>	<b>1,139,020.45</b>	<b>4,518,513.89</b>	<b>31,108,662.95</b>	<b>14.5</b>



VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CORPORATE</u>					
01-10-30125	ADMINISTRATIVE HEARINGS	340.00	3,619.00	25,000.00	21,381.00 14.5
01-10-30126	COMPLIANCE TICKETS	350.00	1,300.00	7,500.00	6,200.00 17.3
01-10-30130	AMBULANCE & RESCUE FEES	45,971.27	195,206.00	525,000.00	329,794.00 37.2
01-10-30140	ANIMAL RELEASE	.00	710.00	2,500.00	1,790.00 28.4
01-10-30150	BOARD UP	.00	.00	1,000.00	1,000.00 .0
01-10-30160	BOOT CHARGES	.00	.00	10,000.00	10,000.00 .0
01-10-30170	BUILDING PERMITS	38,321.00	458,827.98	350,000.00	( 108,827.98) 131.1
01-10-30175	ENTERPRISE ZONE	.00	.00	20,000.00	20,000.00 .0
01-10-30200	BUSINESS LICENSE	.00	42.00	80,000.00	79,958.00 .1
01-10-30211	CLERK'S OFFICE FEES	336.30	336.30	1,500.00	1,163.70 22.4
01-10-30220	FRANCHISE FEES	31,896.96	31,896.96	250,000.00	218,103.04 12.8
01-10-30230	CERTIFICATE OF INSPECTION	5,565.00	13,195.00	50,000.00	36,805.00 26.4
01-10-30235	CODE VIOLATIONS	1,850.00	5,750.00	.00	( 5,750.00) .0
01-10-30240	CONTRACTORS LICENSE	4,210.00	15,210.00	60,000.00	44,790.00 25.4
01-10-30250	DOG TAGS	100.00	230.00	2,500.00	2,270.00 9.2
01-10-30260	DONATIONS	( 2,225.00)	2,775.00	3,500.00	725.00 79.3
01-10-30280	ELEVATOR INSPECTIONS	516.00	559.00	3,500.00	2,941.00 16.0
01-10-30290	FINES/ FORFEITURES	.00	350.00	15,000.00	14,650.00 2.3
01-10-30300	FINGERPRINTS	840.00	1,950.00	.00	( 1,950.00) .0
01-10-30330	GRANTS	.00	79,700.00	25,000.00	( 54,700.00) 318.8
01-10-30335	HEALTH INSPECTIONS	.00	.00	15,000.00	15,000.00 .0
01-10-30365	JUDGEMENTS & LIENS	50.00	10,212.75	55,000.00	44,787.25 18.6
01-10-30370	INTEREST	57.61	176.12	2,000.00	1,823.88 8.8
01-10-30390	LIQUOR LICENSE	.00	.00	55,000.00	55,000.00 .0
01-10-30405	MAYWOOD PROVISIO OFFICER	.00	.00	24,932.00	24,932.00 .0
01-10-30410	MAINTENANCE OF HIGHWAYS	.00	.00	45,000.00	45,000.00 .0
01-10-30440	MISC	2,161.00	7,957.21	100,000.00	92,042.79 8.0
01-10-30445	IL DEBT RECOVERY PROGRAM	5,165.96	21,182.98	150,000.00	128,817.02 14.1
01-10-30450	REDLIGHT REVENUE	3,283.35	23,273.70	100,000.00	76,726.30 23.3
01-10-30455	OCCUPANCY PERMIT	270.00	736.00	1,000.00	264.00 73.6
01-10-30460	PARKING FINES	5,255.00	30,455.00	250,000.00	219,545.00 12.2
01-10-30470	PARKING PERMITS	2,000.00	4,175.00	10,000.00	5,825.00 41.8
01-10-30480	VACANT BLDG REGISTRATION	3,000.00	11,750.00	50,000.00	38,250.00 23.5
01-10-30500	POLICE TOWING	9,377.00	31,576.00	150,000.00	118,424.00 21.1
01-10-30516	POLICE/FIRE REPORTS	245.00	245.00	5,000.00	4,755.00 4.9
01-10-30519	POLICE SEIZURES	98.92	393.37	30,000.00	29,606.63 1.3
01-10-30520	COOK COUNTY PTAX -MB FINANCIAL	26,925.66	669,706.23	12,781,927.95	12,112,221.72 5.2
01-10-30521	POLICE TRAFFIC ENFORCEMENT	.00	980.00	17,500.00	16,520.00 5.6
01-10-30522	SALES TAX	205,976.81	589,222.01	1,500,000.00	910,777.99 39.3
01-10-30523	INCOME TAX	319,064.31	1,080,094.34	2,425,000.00	1,344,905.66 44.5
01-10-30524	PERS PROP REPLACE TAX	191,854.14	455,140.48	625,000.00	169,859.52 72.8
01-10-30526	LOCAL USE TAX	72,770.26	215,516.33	700,000.00	484,483.67 30.8
01-10-30529	TELECOMMUNICATIONS TAX	26,114.61	79,563.34	425,000.00	345,436.66 18.7
01-10-30531	COMM ED UTAX	71,701.97	187,437.92	700,000.00	512,562.08 26.8
01-10-30532	NI GAS UTAX	19,903.74	99,810.20	350,000.00	250,189.80 28.5
01-10-30540	PROPERTY TAX - POLICE PENSION	.00	.00	4,683,510.00	4,683,510.00 .0
01-10-30541	PROPERTY TAX - FIRE PENSION	.00	.00	3,513,543.00	3,513,543.00 .0
01-10-30545	VIDEO GAMING TAX	6,525.04	21,381.64	25,000.00	3,618.36 85.5
01-10-30547	CANNABIS USE TAX	2,823.26	8,786.31	20,000.00	11,213.69 43.9
01-10-30550	REIMBURSEMENTS TO VILLAGE	11,985.87	37,134.67	150,000.00	112,865.33 24.8
01-10-30590	SALE OF PROPERTY	984.00	984.00	150,000.00	149,016.00 .7
01-10-30600	SPECIAL SIGNS	.00	.00	750.00	750.00 .0

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
01-10-30620 SUMMARY ABATEMENT	.00	.00	1,000.00	1,000.00	.0
01-10-30630 TRANSFER STAMPS	21,293.00	102,952.00	250,000.00	147,048.00	41.2
01-10-30650 VEHICLE STICKERS	579.50	3,499.00	300,000.00	296,501.00	1.2
01-10-30720 ZBA HEARINGS	.00	.00	250.00	250.00	.0
01-10-30730 ZONING MAPS	.00	.00	250.00	250.00	.0
01-10-30760 50 / 50 SIDEWALK	1,482.92	12,515.15	15,000.00	2,484.85	83.4
<b>TOTAL CORPORATE</b>	<b>1,139,020.46</b>	<b>4,518,513.99</b>	<b>31,108,662.95</b>	<b>26,590,148.96</b>	<b>14.5</b>
<b>TOTAL FUND REVENUE</b>	<b>1,139,020.46</b>	<b>4,518,513.99</b>	<b>31,108,662.95</b>	<b>26,590,148.96</b>	<b>14.5</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VILLAGE CLERK</u>					
01-11-40100 STRAIGHT TIME	8,890.52	31,020.02	115,568.96	84,548.94	26.8
01-11-40310 SICK BUY BACK	.00	.00	1,500.00	1,500.00	.0
01-11-40400 FICA TAXES	658.61	2,244.03	8,841.03	6,597.00	25.4
01-11-40410 I.M.R.F.	182.80	637.57	4,629.11	3,991.54	13.8
01-11-40415 HEALTH/VISION/LIFE INSURANCE	1,591.93	9,551.58	45,540.46	35,988.88	21.0
01-11-53000 CODIFICATION	.00	1,805.80	5,500.00	3,694.20	32.8
01-11-53100 RECORD CONVERSION	.00	.00	100.00	100.00	.0
01-11-53800 ADVERTISING	.00	.00	550.00	550.00	.0
01-11-54500 EQUIPMENT RENTAL/LEASE	194.61	747.19	4,500.00	3,752.81	16.6
01-11-55100 POSTAGE	.00	2.00	450.00	448.00	.4
01-11-55200 COURIER SERVICES	.00	.00	50.00	50.00	.0
01-11-55410 CELLULAR PHONE	.00	49.50	800.00	750.50	6.2
01-11-55500 PRINTING	.00	110.00	500.00	390.00	22.0
01-11-56100 MEMBERSHIP & DUES	116.85	660.85	1,300.00	639.15	50.8
01-11-56300 TRAINING/SEMINARS	454.60	454.60	1,300.00	845.40	35.0
01-11-56400 BACKGROUND CHECK	.00	.00	1,000.00	1,000.00	.0
01-11-60100 OFFICE/COMPUTER SUPPLIES	299.98	605.62	3,100.00	2,494.38	19.5
01-11-60800 PHOTOGRAPH SUPPLIES	.00	.00	200.00	200.00	.0
01-11-61714 CLERK MIMS	.00	.00	8,500.00	8,500.00	.0
<b>TOTAL VILLAGE CLERK</b>	<b>12,389.90</b>	<b>47,888.76</b>	<b>203,929.56</b>	<b>156,040.80</b>	<b>23.5</b>
<u>VILLAGE MANAGER</u>					
01-12-40100 STRAIGHT TIME	15,053.14	76,018.77	203,150.16	127,131.39	37.4
01-12-40310 SICK BUY BACK	.00	.00	5,500.00	5,500.00	.0
01-12-40400 FICA TAXES	1,135.45	5,679.48	14,775.99	9,096.51	38.4
01-12-40410 I.M.R.F.	345.88	1,114.62	8,691.76	7,577.14	12.8
01-12-40415 HEALTH/VISION/LIFE INSURANCE	1,195.97	10,075.14	62,208.43	52,133.29	16.2
01-12-40417 VOYA EXPENSE	.00	918.09	8,500.00	7,581.91	10.8
01-12-51300 MAINTENANCE VEHICLE	.00	.00	3,500.00	3,500.00	.0
01-12-52400 CONTRACTUAL/PROF SERVICES	1,175.00	10,671.80	36,000.00	25,328.20	29.6
01-12-53800 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
01-12-54500 EQUIPMENT RENTAL/LEASE	418.12	2,034.47	10,600.00	8,565.53	19.2
01-12-55100 POSTAGE	.00	3.13	400.00	396.87	.8
01-12-55200 COURIER SERVICES	.00	.00	100.00	100.00	.0
01-12-55410 CELLULAR PHONE	.00	338.43	699.84	361.41	48.4
01-12-55500 PRINTING	.00	.00	500.00	500.00	.0
01-12-56100 MEMBERSHIP & DUES	1,953.00	258.13	3,000.00	2,741.87	8.6
01-12-56300 TRAINING/SEMINARS	.00	.00	6,500.00	6,500.00	.0
01-12-56700 NEWSLETTER	.00	.00	30,000.00	30,000.00	.0
01-12-60100 OFFICE SUPPLIES	.00	500.53	5,000.00	4,499.47	10.0
01-12-62610 GASOLINE	.00	104.00	1,500.00	1,396.00	6.9
<b>TOTAL VILLAGE MANAGER</b>	<b>21,276.56</b>	<b>107,716.59</b>	<b>401,626.18</b>	<b>293,909.59</b>	<b>26.8</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
01-14-40100 STRAIGHT TIME	21,424.71	74,835.81	312,058.92	237,223.11	24.0
01-14-40200 OVERTIME	89.19	231.51	3,000.00	2,768.49	7.7
01-14-40310 SICK BUY BACK	.00	.00	6,000.00	6,000.00	.0
01-14-40400 FICA TAXES	1,589.86	5,409.78	23,872.51	18,462.73	22.7
01-14-40410 I.M.R.F.	496.64	1,732.90	14,042.65	12,309.75	12.3
01-14-40415 HEALTH/LIFE/VISION INSURANCE	4,059.77	24,216.10	116,178.50	91,962.40	20.8
01-14-52400 CONTRACTUAL/PROF SERVICES	51.72	12,100.75	123,252.91	111,152.16	9.8
01-14-54500 EQUIPMENT RENTAL/LEASE	632.94	3,819.43	11,000.00	7,180.57	34.7
01-14-55100 POSTAGE	.00	106.46	7,500.00	7,393.54	1.4
01-14-55200 COURIER SERVICES	.00	.00	500.00	500.00	.0
01-14-55400 TELEPHONE	481.53	6,498.18	30,000.00	23,501.82	21.7
01-14-56100 MEMBERSHIP & DUES	.00	.00	2,500.00	2,500.00	.0
01-14-56300 TRAINING/SEMINARS	.00	.00	7,000.00	7,000.00	.0
01-14-56400 TUITION REIMBURSEMENT	.00	.00	2,500.00	2,500.00	.0
01-14-60100 OFFICE SUPPLIES	366.10	1,688.18	8,000.00	6,311.82	21.1
01-14-61850 LIBRARY-PERSONAL PROPERTY TAX	55,388.15	55,388.15	.00	( 55,388.15)	.0
01-14-61875 BANK FEES	2,157.76	2,229.76	1,000.00	( 1,229.76)	223.0
<b>TOTAL FINANCE</b>	<b>86,738.37</b>	<b>188,257.01</b>	<b>668,405.49</b>	<b>480,148.48</b>	<b>28.2</b>
<u>LAW</u>					
01-15-52400 CONTRACTUAL/PROF SERVICES	.00	60,869.75	300,000.00	239,130.25	20.3
01-15-53800 ADVERTISING	.00	4,566.00	5,000.00	434.00	91.3
01-15-56600 REFERENCE MATERIAL	.00	.00	500.00	500.00	.0
01-15-59900 FILING FEES	.00	1,506.00	2,500.00	994.00	60.2
<b>TOTAL LAW</b>	<b>.00</b>	<b>66,941.75</b>	<b>308,000.00</b>	<b>241,058.25</b>	<b>21.7</b>
<u>MANAGEMENT INFORMATION SYSTE</u>					
01-18-51700 COMPUTER CONSULTANT	6,300.00	18,900.00	95,000.00	76,100.00	19.9
01-18-54700 SERVICE AGREEMENT	.00	.00	15,771.00	15,771.00	.0
01-18-55400 TELEPHONE	.00	.00	600.00	600.00	.0
01-18-56500 SUBSCRIPTIONS	.00	692.00	15,700.00	15,008.00	4.4
01-18-60100 OFFICE/COMPUTER SUPPLIES	.00	279.95	1,500.00	1,220.05	18.7
01-18-61100 COMPUTER SOFTWARE	.00	.00	5,727.00	5,727.00	.0
01-18-80100 COMPUTERS	1,620.89	4,774.87	10,000.00	5,225.13	47.8
<b>TOTAL MANAGEMENT INFORMATION</b>	<b>7,920.89</b>	<b>24,646.82</b>	<b>144,298.00</b>	<b>119,651.18</b>	<b>17.1</b>
<u>CENTRAL SERVICES</u>					
01-19-55400 TELEPHONE	.00	7,792.49	125,000.00	117,207.51	6.2
01-19-58000 HEALTH INSURANCE	164,265.13	339,331.88	540,000.00	200,668.12	62.8
<b>TOTAL CENTRAL SERVICES</b>	<b>164,265.13</b>	<b>347,124.37</b>	<b>665,000.00</b>	<b>317,875.63</b>	<b>52.2</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRESIDENT &amp; TRUSTEES</u>					
01-20-40100	REGULAR SALARIES	11,852.24	36,354.41	138,359.44	102,005.03 26.3
01-20-40310	SICK BUY BACK	.00	.00	1,350.00	1,350.00 .0
01-20-40400	FICA TAXES	905.79	2,758.16	10,584.50	7,826.34 26.1
01-20-40410	I.M.R.F.	159.53	381.48	2,630.67	2,249.19 14.5
01-20-40415	HEALTH/VISION/LIFE INSURANCE	67.55	1,700.76	34,560.24	32,859.48 4.9
01-20-51300	VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00 .0
01-20-54500	EQUIPMENT RENTAL	.00	295.14	2,000.00	1,704.86 14.8
01-20-55100	POSTAGE	.00	.00	500.00	500.00 .0
01-20-55400	TELEPHONE	.00	.00	700.00	700.00 .0
01-20-55410	CELLULAR PHONE	.00	855.83	7,000.00	6,144.17 12.2
01-20-55500	PRINTING	.00	.00	500.00	500.00 .0
01-20-56100	MEMBERSHIP & DUES	2,720.00	4,673.00	30,000.00	25,327.00 15.6
01-20-80100	OFFICE/COMPUTER SUPPLIES	.00	91.82	5,000.00	4,908.18 1.8
01-20-61700	MISCELLANEOUS	.00	881.60	.00	( 881.60) .0
01-20-61715	TREASURER KUPTZ	.00	.00	2,200.00	2,200.00 .0
01-20-71000	LEASE PAYMENTS	469.00	1,407.00	5,628.00	4,221.00 25.0
	<b>TOTAL PRESIDENT &amp; TRUSTEES</b>	<b>16,174.11</b>	<b>49,399.20</b>	<b>242,012.85</b>	<b>192,613.65 20.4</b>
<u>SPECIAL EVENT REVENUE</u>					
01-21-67908	ENVIRONMENTAL COMM	.00	( 551.84)	.00	551.84 .0
	<b>TOTAL SPECIAL EVENT REVENUE</b>	<b>.00</b>	<b>( 551.84)</b>	<b>.00</b>	<b>551.84 .0</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CODE ENFORCEMENT</u>					
01-23-40100 STRAIGHT TIME	23,829.92	83,470.17	503,724.38	420,254.21	16.6
01-23-40200 ALL OVERTIME	81.66	1,224.90	5,000.00	3,775.10	24.5
01-23-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
01-23-40400 FICA TAXES	1,771.98	6,146.24	38,534.92	32,388.68	16.0
01-23-40410 I.M.R.F.	552.35	1,956.42	22,667.60	20,711.18	8.6
01-23-40415 HEALTH/VISION/LIFE INSURANCE	4,240.95	24,658.87	98,812.90	74,154.03	25.0
01-23-40500 UNIFORM ALLOWANCE	.00	2,250.00	6,750.00	4,500.00	33.3
01-23-51200 MAINTENANCE EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
01-23-51300 MAINTENANCE VEHICLE	.00	239.85	8,000.00	7,760.15	3.0
01-23-51800 ELEVATOR INSPECTOR	458.00	2,134.00	7,000.00	4,866.00	30.5
01-23-52400 CONTRACTUAL/PROF SERVICES	5,196.65	33,067.95	75,000.00	41,932.05	44.1
01-23-52500 BOARD UP SERVICES	.00	.00	5,000.00	5,000.00	.0
01-23-54500 EQUIPMENT RENTAL/LEASE	382.80	2,050.12	5,000.00	2,949.88	41.0
01-23-55100 POSTAGE	.00	85.57	2,500.00	2,414.43	3.4
01-23-55400 TELEPHONE	.00	.00	1,000.00	1,000.00	.0
01-23-55410 CELLULAR PHONE	.00	432.78	1,823.52	1,390.74	23.7
01-23-55500 PRINTING	1,678.00	2,238.00	5,000.00	2,762.00	44.8
01-23-56100 MEMBERSHIP & DUES	.00	386.00	3,000.00	2,614.00	12.9
01-23-56300 TRAINING/SEMINARS	.00	.00	5,000.00	5,000.00	.0
01-23-56600 REFERENCE MATERIAL	.00	.00	3,000.00	3,000.00	.0
01-23-60100 OFFICE SUPPLIES	.00	607.41	5,000.00	4,392.59	12.2
01-23-60200 ANIMAL CONTROL SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-23-60300 ANIMAL CONTROL IMPOUND	3,160.00	8,110.00	30,000.00	21,890.00	27.0
01-23-62610 GAS	.00	739.03	8,000.00	7,260.97	9.2
01-23-71000 LEASE PAYMENTS	.00	.00	6,728.90	6,728.90	.0
<b>TOTAL CODE ENFORCEMENT</b>	<b>41,352.31</b>	<b>169,797.31</b>	<b>853,042.22</b>	<b>683,244.91</b>	<b>19.9</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-40-40100 SALARY-REGULAR	380,767.83	1,343,276.60	5,541,595.26	4,198,318.66	24.2
01-40-40200 ALL OVERTIME	43,177.98	101,871.63	350,000.00	248,128.37	29.1
01-40-40310 SICK BUY BACK	.00	.00	40,000.00	40,000.00	.0
01-40-40400 FICA TAXES	10,452.97	36,543.41	159,592.28	123,048.87	22.9
01-40-40410 I.M.R.F.	2,078.96	7,981.89	46,212.08	38,230.19	17.3
01-40-40415 HEALTH/VISION/LIFE INSURANCE	49,950.68	304,953.29	1,550,635.94	1,245,682.65	19.7
01-40-40500 UNIFORM ALLOWANCE	.00	19,400.00	55,550.00	36,150.00	34.9
01-40-40550 POLICE PENSION EXPENSE	.00	.00	4,683,510.00	4,683,510.00	.0
01-40-51100 MAINTENANCE BUILDINGS	612.65	3,612.65	50,000.00	46,387.35	7.2
01-40-51200 MAINTENANCE EQUIPMENT	.00	5,319.77	20,000.00	14,680.23	26.6
01-40-51300 MAINTENANCE VEHICLE	603.07	7,421.63	70,000.00	62,578.37	10.6
01-40-52400 CONTRACTUAL/PROF SERVICES	4,443.18	37,013.33	79,200.00	42,186.67	46.7
01-40-54500 EQUIPMENT RENTAL/LEASE	460.62	2,469.02	26,000.00	23,530.98	9.5
01-40-55100 POSTAGE	.00	1,537.20	10,000.00	8,462.80	15.4
01-40-55400 TELEPHONE	2,564.62	16,494.04	51,700.00	35,205.96	31.9
01-40-55410 CELLULAR PHONE	.00	1,512.56	18,000.00	16,487.44	8.4
01-40-55500 PRINTING	2,003.66	2,003.66	9,000.00	6,996.34	22.3
01-40-56100 MEMBERSHIP & DUES	.00	1,535.00	20,000.00	18,465.00	7.7
01-40-56300 TRAINING	1,188.62	5,267.03	34,900.00	29,632.97	15.1
01-40-56500 EDUCATION REIMBURSEMENT	.00	.00	20,000.00	20,000.00	.0
01-40-56600 REFERENCE MATERIAL	.00	.00	500.00	500.00	.0
01-40-60100 OFFICE SUPPLIES	.00	2,642.28	15,000.00	12,357.72	17.6
01-40-60400 PROGRAM SUPPLIES	.00	248.00	9,000.00	8,752.00	2.8
01-40-61000 FOOD	.00	319.50	5,000.00	4,680.50	6.4
01-40-61500 UNIFORMS	.00	.00	5,000.00	5,000.00	.0
01-40-62000 EXPLORER POST	.00	.00	1,000.00	1,000.00	.0
01-40-62610 REGULAR GAS	.00	6,662.23	50,000.00	43,337.77	13.3
01-40-71000 LEASE PAYMENTS	.00	.00	67,569.80	67,569.80	.0
<b>TOTAL POLICE</b>	<b>498,304.84</b>	<b>1,908,084.72</b>	<b>12,988,965.36</b>	<b>11,080,880.64</b>	<b>14.7</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
01-41-40100 SALARY-REGULAR	296,903.99	1,038,549.22	3,790,496.31	2,751,947.09	27.4
01-41-40200 ALL OVERTIME	14,815.68	52,356.62	200,000.00	147,643.38	26.2
01-41-40310 SICK BUY BACK	.00	.00	75,000.00	75,000.00	.0
01-41-40320 EMT PAY	2,200.00	7,830.00	33,000.00	25,170.00	23.7
01-41-40400 FICA TAXES	4,958.16	17,089.29	62,109.28	45,019.99	27.5
01-41-40410 I.M.R.F.	193.22	676.27	4,991.28	4,315.01	13.6
01-41-40415 HEALTH/VISION/LIFE INSURANCE	37,150.67	221,692.03	1,122,262.75	900,570.72	19.8
01-41-40450 EMPLOYEE PHYSICALS	.00	1,328.00	13,000.00	11,674.00	10.2
01-41-40500 UNIFORM ALLOWANCE	9,815.21	10,565.21	15,000.00	4,434.79	70.4
01-41-40550 FIRE PENSION EXPENSE	.00	.00	3,513,543.00	3,513,543.00	.0
01-41-51100 MAINTENANCE BUILDINGS	106.00	1,469.04	32,000.00	30,530.96	4.6
01-41-51200 MAINTENANCE EQUIPMENT	1,221.33	1,359.76	20,000.00	18,640.24	6.8
01-41-51300 MAINTENANCE VEHICLE	9,302.60	9,874.32	125,000.00	115,125.68	7.9
01-41-52400 CONTRACTUAL/PROF SERVICES	.00	.00	20,000.00	20,000.00	.0
01-41-54500 EQUIPMENT RENTAL/LEASE	46.88	432.29	3,500.00	3,067.71	12.4
01-41-55100 POSTAGE	.00	9.56	500.00	490.44	1.9
01-41-55400 TELEPHONE	11,408.24	41,003.20	55,000.00	13,996.80	74.6
01-41-55410 CELLULAR PHONE	.00	144.40	3,500.00	3,355.60	4.1
01-41-55500 PRINTING	.00	.00	2,000.00	2,000.00	.0
01-41-56100 MEMBERSHIP & DUES	175.00	5,021.00	15,000.00	9,979.00	33.5
01-41-56300 TRAINING/SEMINARS	2,082.79	2,675.29	25,000.00	22,324.71	10.7
01-41-60100 OFFICE SUPPLIES	233.36	579.53	1,500.00	920.47	38.6
01-41-60300 JANITORIAL SUPPLIES	351.24	351.24	3,000.00	2,648.76	11.7
01-41-60700 COMPUTER SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-41-60710 FIRE SAFETY EDUCATION	.00	.00	3,000.00	3,000.00	.0
01-41-60800 PHOTOGRAPH SUPPLIES	.00	.00	500.00	500.00	.0
01-41-61500 UNIFORMS	35.90	175.85	1,500.00	1,324.15	11.7
01-41-62600 FUEL	.00	3,440.16	30,000.00	26,559.84	11.5
01-41-63000 MEDICAL SUPPLIES	10,221.55	11,639.74	20,000.00	8,360.26	58.2
01-41-63200 RADIO MAINTENANCE	574.72	574.72	20,000.00	19,425.28	2.9
01-41-71000 LEASE PAYMENTS	.00	53,389.14	236,158.30	182,769.16	22.6
01-41-87000 CAPITAL OUTLAY-OVER \$5,000	.00	.00	150,000.00	150,000.00	.0
01-41-87100 INTEREST EXPENSE	.00	4,438.97	.00	( 4,438.97)	.0
<b>TOTAL FIRE</b>	<b>401,796.54</b>	<b>1,486,662.85</b>	<b>9,606,560.92</b>	<b>8,119,898.07</b>	<b>15.5</b>
<u>POLICE &amp; FIRE COMMISSION</u>					
01-42-52400 CONTRACTUAL/PROF SERVICES	1,446.33	6,481.65	45,000.00	38,518.35	14.4
01-42-53300 COMMISSIONERS	1,100.00	4,000.00	19,200.00	15,200.00	20.8
01-42-55100 POSTAGE	.00	.00	300.00	300.00	.0
01-42-55500 PRINTING	.00	.00	500.00	500.00	.0
01-42-56100 MEMBERSHIP & DUES	.00	.00	500.00	500.00	.0
01-42-56300 TRAINING/SEMINARS	.00	246.90	5,000.00	4,753.10	4.9
01-42-60100 OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL POLICE &amp; FIRE COMMISSION</b>	<b>2,546.33</b>	<b>10,728.55</b>	<b>71,500.00</b>	<b>60,771.45</b>	<b>15.0</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
01-50-40100 STRAIGHT TIME	29,436.01	106,552.66	382,268.17	275,715.51	27.9
01-50-40200 ALL OVERTIME	.00	.00	10,000.00	10,000.00	.0
01-50-40310 SICK BUY BACK	.00	.00	5,000.00	5,000.00	.0
01-50-40400 FICA TAXES	2,167.49	7,661.99	29,243.52	21,581.53	26.2
01-50-40410 I.M.R.F.	679.28	2,458.94	17,202.07	14,743.13	14.3
01-50-40415 HEALTH/VISION/LIFE INSURANCE	6,080.69	35,652.37	150,122.86	114,470.49	23.8
01-50-40500 UNIFORM ALLOWANCE	.00	.00	1,200.00	1,200.00	.0
01-50-51100 MAINTENANCE BUILDINGS	12,061.00	19,808.03	10,000.00	( 9,808.03)	198.1
01-50-51200 MAINTENANCE EQUIPMENT	.00	3,776.75	65,000.00	61,223.25	5.8
01-50-51300 MAINTENANCE VEHICLE	11,739.21	60,174.88	80,000.00	19,825.12	75.2
01-50-52100 MAINTENANCE ELECTRICAL	.00	.00	80,500.00	80,500.00	.0
01-50-52400 CONTRACTUAL/PROF SERVICES	60,968.83	130,829.31	589,500.00	458,670.69	22.2
01-50-54500 EQUIPMENT RENTAL	161.48	4,980.52	15,000.00	10,019.48	33.2
01-50-55100 POSTAGE	.00	.51	250.00	249.49	.2
01-50-55400 TELEPHONE	340.55	851.50	10,000.00	9,148.50	8.5
01-50-55410 CELLULAR PHONE	.00	89.82	2,100.00	2,010.18	4.3
01-50-55500 PRINTING	.00	.00	150.00	150.00	.0
01-50-56100 MEMBERSHIP & DUES	.00	.00	3,600.00	3,600.00	.0
01-50-56300 TRAINING/SEMINARS	.00	.00	6,600.00	6,600.00	.0
01-50-60100 OFFICE SUPPLIES	595.36	595.36	1,600.00	1,004.64	37.2
01-50-60300 JANITORIAL SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-50-60600 OTHER SUPPLIES	.00	3,254.50	17,000.00	13,745.50	19.1
01-50-61500 UNIFORMS	690.77	2,294.81	6,423.04	4,128.23	35.7
01-50-62200 MAINTENANCE SUPPLIES	513.99	4,971.45	25,000.00	20,028.55	19.9
01-50-62610 GASOLINE	.00	7,227.52	70,000.00	62,772.48	10.3
01-50-62650 ELECTRIC	.00	50.18	4,000.00	3,949.82	1.3
01-50-62670 HEAT	.00	266.83	9,000.00	8,733.17	3.0
01-50-71000 LEASE PAYMENTS	.00	26,673.67	121,637.34	94,963.67	21.9
01-50-87100 INTEREST EXPENSE	.00	3,125.04	.00	( 3,125.04)	.0
<b>TOTAL PUBLIC WORKS</b>	<b>125,434.66</b>	<b>421,296.64</b>	<b>1,722,397.00</b>	<b>1,301,100.36</b>	<b>24.5</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAND &amp; BUILDINGS</u>					
01-53-40100 STRAIGHT ITME	20,580.00	73,208.10	272,349.79	199,141.69	26.9
01-53-40200 ALL OVERTIME	.00	.00	10,000.00	10,000.00	.0
01-53-40310 SICK BUY BACK	.00	.00	3,700.00	3,700.00	.0
01-53-40400 FICA TAXES	1,527.11	5,316.88	20,834.76	15,517.88	25.5
01-53-40410 I.M.R.F.	475.40	1,691.10	12,255.74	10,564.64	13.8
01-53-40415 HEALTH/VISION/LIFE INSURANCE	3,500.53	21,003.18	100,114.56	79,111.38	21.0
01-53-51200 MAINTENANCE EQUIPMENT	180.00	6,805.89	18,000.00	11,194.11	37.8
01-53-51300 MAINTENANCE VEHICLE	.00	3,585.20	5,000.00	1,414.80	71.7
01-53-52400 CONTRACTUAL SERVICES	7,863.12	17,471.64	90,294.24	72,822.60	19.4
01-53-54500 EQUIPMENT RENTAL	.00	3,301.24	3,500.00	198.76	94.3
01-53-55300 CELLULAR PHONES	.00	36.10	816.00	779.90	4.4
01-53-60300 JANITORIAL SUPPLIES	.00	2,494.38	6,000.00	3,505.62	41.6
01-53-61500 UNIFORMS	628.31	1,513.58	5,062.20	3,548.62	29.9
01-53-62200 MAINTENANCE SUPPLIES	260.91	7,884.12	10,000.00	2,115.88	78.8
01-53-87000 CAPITAL OUTLAY-OVER \$5,000	16,512.82	16,512.82	14,000.00	( 2,512.82)	118.0
<b>TOTAL LAND &amp; BUILDINGS</b>	<b>51,528.20</b>	<b>160,824.23</b>	<b>571,927.29</b>	<b>411,103.06</b>	<b>28.1</b>
<u>COMMUNITY DEVELOPMENT</u>					
01-54-40100 STRAIGHT TIME	12,458.59	49,934.56	185,800.52	135,865.96	26.9
01-54-40310 SICK BUY BACK	.00	.00	3,000.00	3,000.00	.0
01-54-40400 FICA TAXES	940.44	3,747.04	14,213.74	10,466.70	26.4
01-54-40410 I.M.R.F.	287.43	1,152.25	8,361.02	7,208.77	13.8
01-54-40415 HEALTH/VISION/LIFE INSURANCE	851.43	5,108.63	24,439.27	19,330.64	20.9
01-54-52400 CONTRACTUAL/ PROF SERVICES	750.00	4,428.55	40,000.00	35,571.45	11.1
01-54-53800 ADVERTISING	.00	.00	2,000.00	2,000.00	.0
01-54-55100 POSTAGE	.00	34.08	3,000.00	2,965.92	1.1
01-54-55400 TELEPHONE	.00	.00	500.00	500.00	.0
01-54-55410 CELLULAR PHONE	.00	.00	500.00	500.00	.0
01-54-55500 PRINTING	.00	.00	200.00	200.00	.0
01-54-56200 TRAVEL	.00	.00	200.00	200.00	.0
01-54-56300 TRAINING/SEMINARS	.00	.00	5,000.00	5,000.00	.0
01-54-56600 REFERENCE MATERIAL	.00	.00	250.00	250.00	.0
01-54-60100 OFFICE/COMPUTER SUPPLIES	.00	106.72	5,000.00	4,893.28	2.1
01-54-87002 TREE REPLACEMENT PROGRAM	750.00	7,300.00	25,000.00	17,700.00	29.2
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>16,037.89</b>	<b>71,811.83</b>	<b>317,464.55</b>	<b>245,652.72</b>	<b>22.6</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
01-56-40100 STRAIGHT TIME	9,957.07	47,908.28	237,529.34	189,621.06	20.2
01-56-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
01-56-40400 FICA TAXES	543.59	3,412.22	18,170.99	14,758.77	18.8
01-56-40410 I.M.R.F.	165.66	1,042.33	10,688.82	9,646.49	9.8
01-56-40415 HEALTH/VISION/LIFE INSURANCE	371.19	2,936.08	23,263.44	20,327.36	12.6
01-56-40550 UNEMPLOYMENT INSURANCE	.00	.00	10,000.00	10,000.00	.0
01-56-40900 EMPLOYEE SOCIAL	.00	.00	10,000.00	10,000.00	.0
01-56-52400 CONTRACTUAL/PROF SERVICES	2,061.34	5,968.17	85,560.00	79,591.83	7.0
01-56-53800 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
01-56-55100 POSTAGE	.00	1.53	150.00	148.47	1.0
01-56-55200 COURIER SERVICES	.00	.00	100.00	100.00	.0
01-56-55410 CELLULAR PHONE	.00	.00	918.48	918.48	.0
01-56-55500 PRINTING	.00	.00	100.00	100.00	.0
01-56-56100 MEMBERSHIP & DUES	.00	14.99	505.00	490.01	3.0
01-56-56300 TRAINING/SEMINARS	.00	40.00	5,000.00	4,960.00	.8
01-56-56600 REFERENCE MATERIAL	.00	.00	1,350.00	1,350.00	.0
01-56-59100 LIABILITY INSURANCE	.00	80,317.63	761,173.00	680,855.37	10.6
01-56-59400 FIDELITY BONDS	.00	.00	2,000.00	2,000.00	.0
01-56-59500 CLAIMS PAYMENT	25,827.10	230,969.72	1,000,000.00	769,030.28	23.1
01-56-59800 WORKER'S COMP INSURANCE	.00	.00	168,274.00	168,274.00	.0
01-56-60100 OFFICE SUPPLIES	.00	178.53	2,000.00	1,821.47	8.9
01-56-61500 UNIFORM ALLOWANCE	.00	375.00	2,250.00	1,875.00	16.7
<b>TOTAL HUMAN RESOURCES</b>	<b>38,925.95</b>	<b>373,164.48</b>	<b>2,343,533.07</b>	<b>1,970,368.59</b>	<b>15.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>1,484,691.68</b>	<b>5,433,793.27</b>	<b>31,108,662.49</b>	<b>25,674,869.22</b>	<b>17.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 345,671.22)</b>	<b>( 915,279.28)</b>	<b>.46</b>	<b>915,279.74</b>	<b>(19897)</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX</u>					
12-10-30370 INTEREST INCOME	.00	.00	300.00	300.00	.0
12-10-30420 MOTOR FUEL TAX	80,862.23	238,936.32	362,488.00	123,551.68	65.9
12-10-30430 REBUILD ILLINOIS CAPITAL PLAN	.00	264,604.30	528,000.00	263,395.70	50.1
<b>TOTAL MOTOR FUEL TAX</b>	<b>80,862.23</b>	<b>503,540.62</b>	<b>890,788.00</b>	<b>387,247.38</b>	<b>56.5</b>
<b>TOTAL FUND REVENUE</b>	<b>80,862.23</b>	<b>503,540.62</b>	<b>890,788.00</b>	<b>387,247.38</b>	<b>56.5</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX</u>					
12-10-40110 SALARY	5,249.60	18,816.54	132,600.00	113,783.46	14.2
12-10-40200 OVERTIME	.00	.00	2,500.00	2,500.00	.0
12-10-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
12-10-40400 FICA TAXES	385.45	1,342.59	10,143.90	8,801.31	13.2
12-10-40410 IMRF	121.26	434.65	5,967.00	5,532.35	7.3
12-10-40415 HEALTH/VISION/LIFE INSURANCE	1,195.97	7,175.82	65,420.78	58,244.96	11.0
12-10-80000 CAPITAL	.00	.00	528,000.00	528,000.00	.0
12-10-89013 GENERAL MAINTENANCE	3,407.54	31,901.87	142,656.00	110,754.13	22.4
<b>TOTAL MOTOR FUEL TAX</b>	<b>10,359.82</b>	<b>59,671.47</b>	<b>890,787.68</b>	<b>831,116.21</b>	<b>6.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>10,359.82</b>	<b>59,671.47</b>	<b>890,787.68</b>	<b>831,116.21</b>	<b>6.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>70,502.41</b>	<b>443,869.15</b>	<b>.32</b>	<b>( 443,868.83)</b>	<b>13870</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

CONTINENTAL COMMUNITY E911

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>E911</u>					
14-10-30370 INTEREST	.03	.03	.00	( .03)	.0
TOTAL E911	.03	.03	.00	( .03)	.0
TOTAL FUND REVENUE	.03	.03	.00	( .03)	.0
NET REVENUE OVER EXPENDITURES	.03	.03	.00	( .03)	.0

VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
15-10-30440 GRANT REVENUE	.00	.00	333,000.00	333,000.00	.0
15-10-30520 PROPERTY TAX REVENUE	.00	.00	150,000.00	150,000.00	.0
<b>TOTAL RECREATION</b>	<b>.00</b>	<b>.00</b>	<b>483,000.00</b>	<b>483,000.00</b>	<b>.0</b>
<u>RECREATION SERVICES</u>					
15-61-30540 RECREATION FEES	.00	1,255.00	.00	( 1,255.00)	.0
<b>TOTAL RECREATION SERVICES</b>	<b>.00</b>	<b>1,255.00</b>	<b>.00</b>	<b>( 1,255.00)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>1,255.00</b>	<b>483,000.00</b>	<b>481,745.00</b>	<b>.3</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS &amp; RECREATION</u>					
15-60-52400 CONTRACTUAL/PROF SERVICES	.00	.00	438,000.00	438,000.00	.0
15-60-54500 EQUIPMENT RENTAL/LEASE	.00	.00	3,500.00	3,500.00	.0
15-60-55400 TELEPHONE	272.41	546.66	4,000.00	3,453.34	13.7
15-60-60000 GRABT EXPENSE	.00	.00	35,000.00	35,000.00	.0
15-60-62650 ELECTRIC	.00	.00	1,000.00	1,000.00	.0
15-60-62670 HEAT	.00	.00	1,500.00	1,500.00	.0
<b>TOTAL PARKS &amp; RECREATION</b>	<b>272.41</b>	<b>546.66</b>	<b>483,000.00</b>	<b>482,453.34</b>	<b>.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>272.41</b>	<b>546.66</b>	<b>483,000.00</b>	<b>482,453.34</b>	<b>.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 272.41)</b>	<b>708.34</b>	<b>.00</b>	<b>( 708.34)</b>	<b>.0</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

CDBG

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CDBG</u>					
21-10-30800 WARREN ST. 19TH AVE. - 21ST AV	.00	.00	200,000.00	200,000.00	.0
TOTAL CDBG	.00	.00	200,000.00	200,000.00	.0
TOTAL FUND REVENUE	.00	.00	200,000.00	200,000.00	.0

VILLAGE OF MAYWOOD  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

CDBG

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CDBG</u>					
21-10-87506 WARREN ST. 19TH AVE. - 21ST AV	.00	.00	200,000.00	200,000.00	.0
TOTAL CDBG	.00	.00	200,000.00	200,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	200,000.00	200,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

FEDERAL GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
22-36-52400 CONTRACTUAL /PROF SERVICES	8.00	1,340.00	.00	( 1,340.00)	.0
TOTAL DEPARTMENT 36	8.00	1,340.00	.00	( 1,340.00)	.0
TOTAL FUND EXPENDITURES	8.00	1,340.00	.00	( 1,340.00)	.0
NET REVENUE OVER EXPENDITURES	( 8.00)	( 1,340.00)	.00	1,340.00	.0

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

2015 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2015 BOND FUND</u>					
30-10-30370 INTEREST	5.25	80.06	131,000.00	130,919.94	.1
30-10-30520 PROPERTY TAXES	4,195.02	137,323.26	2,620,000.00	2,482,676.74	5.2
TOTAL 2015 BOND FUND	4,200.27	137,403.32	2,751,000.00	2,613,596.68	5.0
TOTAL FUND REVENUE	4,200.27	137,403.32	2,751,000.00	2,613,596.68	5.0

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

2015 BOND FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>2015 BOND FUND</u>						
30-10-70000	PRINCIPAL PAYMENT	.00	.00	2,620,000.00	2,620,000.00	.0
30-10-70001	INTEREST	65,500.00	65,500.00	131,000.00	65,500.00	50.0
TOTAL 2015 BOND FUND		<u>65,500.00</u>	<u>65,500.00</u>	<u>2,751,000.00</u>	<u>2,685,500.00</u>	<u>2.4</u>
TOTAL FUND EXPENDITURES		<u>65,500.00</u>	<u>65,500.00</u>	<u>2,751,000.00</u>	<u>2,685,500.00</u>	<u>2.4</u>
NET REVENUE OVER EXPENDITURES		<u>( 61,299.73)</u>	<u>71,903.32</u>	<u>.00</u>	<u>( 71,903.32)</u>	<u>.0</u>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-30370 INTEREST	.00	.00	500.00	500.00	.0
41-55-30600 SALE OF WATER METERS	770.00	8,026.74	25,000.00	16,973.26	32.1
41-55-30700 WATER DEPOSITS	( 575.00)	( 1,950.00)	.00	1,950.00	.0
41-55-30710 WATER SALES	593,556.35	1,695,794.37	7,200,000.00	5,504,205.63	23.6
41-55-30711 PENALTIES	28,816.86	81,415.42	350,000.00	268,584.58	23.3
41-55-30712 WRITE OFF/ADJUSTMENTS	.00	.00	( 200,000.00)	( 200,000.00)	.0
41-55-30716 TURNING WATER BACK ON	1,650.00	5,325.00	25,000.00	19,675.00	21.3
41-55-30750 SEWER REVENUE	27,862.83	79,710.70	324,000.00	244,289.30	24.6
41-55-30800 GARBAGE REVENUE	156,019.38	467,313.42	1,887,647.04	1,420,333.62	24.8
41-55-30900 REIMBURSEMENTS TO WATER FUND	.00	217.40	.00	( 217.40)	.0
<b>TOTAL WATER COLLECTIONS</b>	<b>808,100.42</b>	<b>2,335,853.05</b>	<b>9,612,147.04</b>	<b>7,276,293.99</b>	<b>24.3</b>
<b>TOTAL FUND REVENUE</b>	<b>808,100.42</b>	<b>2,335,853.05</b>	<b>9,612,147.04</b>	<b>7,276,293.99</b>	<b>24.3</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUMP STATION OPERATIONS</u>					
41-51-40100 STRAIGHT TIME	5,969.60	20,893.60	79,156.90	58,263.30	26.4
41-51-40200 ALL OVERTIME	.00	111.93	1,500.00	1,388.07	7.5
41-51-40310 SICK BUY BACK	.00	.00	1,850.00	1,850.00	.0
41-51-40400 FICA TAXES	440.53	1,510.04	6,055.50	4,545.46	24.9
41-51-40410 I.M.R.F.	137.90	485.23	3,562.06	3,076.83	13.6
41-51-40415 HEALTH/VISION/LIFE INSURANCE	1,195.97	7,175.82	34,201.44	27,025.62	21.0
41-51-51100 MAINTENANCE BUILDINGS	.00	.00	6,000.00	6,000.00	.0
41-51-51200 MAINTENANCE EQUIPMENT	.00	.00	17,500.00	17,500.00	.0
41-51-52400 CONTRACTUAL/PROF SERVICES	715.00	1,165.00	12,500.00	11,335.00	9.3
41-51-55300 CELLULAR PHONE	.00	18.92	218.64	199.72	8.7
41-51-55400 TELEPHONE	222.46	667.38	2,671.68	2,004.30	25.0
41-51-55500 PRINTING	.00	.00	500.00	500.00	.0
41-51-56300 TRAIN/SEMINARS	.00	.00	3,000.00	3,000.00	.0
41-51-61500 UNIFORMS	112.51	244.59	1,300.00	1,055.41	18.8
41-51-62200 MAINTENANCE SUPPLIES	.00	.00	3,000.00	3,000.00	.0
41-51-62650 ELECTRIC	.00	.00	1,200.00	1,200.00	.0
41-51-62670 HEAT	138.05	466.55	2,400.00	1,933.45	19.4
<b>TOTAL PUMP STATION OPERATIONS</b>	<b>8,932.02</b>	<b>32,739.06</b>	<b>176,616.22</b>	<b>143,877.16</b>	<b>18.5</b>

WATER & SEWER MAINTENANCE

41-52-40100 STRAIGHT TIME	26,669.60	94,263.59	346,693.52	252,429.93	27.2
41-52-40200 ALL OVERTIME	464.10	7,022.60	10,000.00	2,977.40	70.2
41-52-40310 SICK BUY BACK	.00	.00	5,000.00	5,000.00	.0
41-52-40400 FICA TAXES	2,008.51	7,344.86	26,522.05	19,177.19	27.7
41-52-40410 I.M.R.F.	626.80	2,339.74	15,601.21	13,261.47	15.0
41-52-40415 HEALTH/VISION/LIFE INSURANCE	4,982.40	29,894.38	126,917.86	97,023.48	23.6
41-52-51200 MAINTENANCE EQUIPMENT	329.50	329.50	9,550.00	9,220.50	3.5
41-52-51300 MAINTENANCE VEHICLE	.00	1,090.10	35,000.00	33,909.90	3.1
41-52-52400 CONTRACTUAL/PROF SERVICES	2,671.39	20,554.47	575,000.00	554,445.53	3.6
41-52-53400 WATER & SEWER REPAIRS	.00	32,379.02	210,000.00	177,620.98	15.4
41-52-54500 EQUIPMENT RENTAL	.00	462.50	15,000.00	14,537.50	3.1
41-52-55300 CELLULAR PHONE	.00	76.48	1,272.00	1,195.52	6.0
41-52-56300 TRAINING / SEMINARS	.00	.00	6,000.00	6,000.00	.0
41-52-60600 CAPITAL OUTLAY-UNDER \$5,000	11,249.75	17,153.69	25,000.00	7,846.31	68.6
41-52-61500 UNIFORMS	754.39	1,464.38	4,783.48	3,319.10	30.6
41-52-62200 MAINTENANCE SUPPLIES	19.75	4,680.66	10,000.00	5,319.34	46.8
41-52-62610 GASOLINE	.00	.00	5,000.00	5,000.00	.0
41-52-87000 CAPITAL OUTLAY-OVER \$5,000	7,444.96	14,889.92	199,170.00	184,280.08	7.5
41-52-87001 FLOOD CONTROL ASSISTANCE	.00	5,000.00	50,000.00	45,000.00	10.0
<b>TOTAL WATER &amp; SEWER MAINTENAN</b>	<b>57,221.15</b>	<b>238,945.89</b>	<b>1,676,510.12</b>	<b>1,437,564.23</b>	<b>14.3</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-40100 STRAIGHT TIME	15,671.35	58,080.53	292,896.48	234,815.95	19.8
41-55-40200 ALL OVERTIME	89.18	801.71	2,500.00	1,698.29	32.1
41-55-40310 SICK BUY BACK	.00	.00	2,500.00	2,500.00	.0
41-55-40400 FICA TAXES	1,163.55	4,256.49	22,406.50	18,150.01	19.0
41-55-40410 I.M.R.F.	363.50	1,358.18	13,180.20	11,822.02	10.3
41-55-40415 HEALTH/VISION/LIFE INSURANCE	2,979.42	18,019.04	119,793.02	101,773.98	15.0
41-55-52400 CONTRACTUAL/PROF SERVICES	5,349.47	77,838.19	280,000.00	202,161.81	27.8
41-55-54500 EQUIPMENT RENTAL/LEASE	.00	.00	1,064.16	1,064.16	.0
41-55-55100 POSTAGE	.00	1.02	2,000.00	1,998.98	.1
41-55-55400 TELEPHONE	.00	.00	5,000.00	5,000.00	.0
41-55-55500 PRINTING	.00	.00	54,000.00	54,000.00	.0
41-55-56300 TRAINING/SEMINARS	.00	.00	5,000.00	5,000.00	.0
41-55-57300 WATER PURCHASES	298,584.85	854,195.30	3,900,000.00	3,045,804.70	21.9
41-55-57301 VOLUME CHARGE - MELROSE PARK	.00	52,828.09	660,000.00	607,171.91	8.0
41-55-57400 GARBAGE EXPENSE	167,232.00	522,196.74	1,918,740.00	1,396,543.26	27.2
41-55-57510 DEPRECIATION EXPENSE	.00	.00	391,940.00	391,940.00	.0
41-55-57600 LIEN FILING FEES	.00	.00	5,000.00	5,000.00	.0
41-55-57665 REFUND WATER DEPOSITS	.00	.00	1,500.00	1,500.00	.0
41-55-60100 OFFICE SUPPLIES	191.85	213.44	4,000.00	3,786.56	5.3
41-55-61500 UNIFORMS	.00	1,500.00	3,750.00	2,250.00	40.0
41-55-62200 MAINTENANCE SUPPLIES	.00	.00	10,000.00	10,000.00	.0
41-55-70000 DEBT SERVICE - WATER FUND	.00	.00	57,000.00	57,000.00	.0
41-55-71000 LEASE PAYMENTS	.00	.00	6,500.00	6,500.00	.0
41-55-92700 BANK FEES	.00	41.47	250.00	208.53	16.6
<b>TOTAL WATER COLLECTIONS</b>	<b>491,625.17</b>	<b>1,591,330.20</b>	<b>7,759,020.36</b>	<b>6,167,690.16</b>	<b>20.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>557,778.34</b>	<b>1,863,015.15</b>	<b>9,612,146.70</b>	<b>7,749,131.55</b>	<b>19.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>250,322.08</b>	<b>472,837.90</b>	<b>.34</b>	<b>( 472,837.56)</b>	<b>13906</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

ST CHARLES TIF

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>TIF ADMINISTRATION</u>					
71-33-30370 INTEREST	.90	3.39	.00	( 3.39)	.0
TOTAL TIF ADMINISTRATION	.90	3.39	.00	( 3.39)	.0
TOTAL FUND REVENUE	.90	3.39	.00	( 3.39)	.0

VILLAGE OF MAYWOOD  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

ST CHARLES TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
71-33-52400 CONTRACTUAL/PROF SERVICES	.00	44.00	.00	( 44.00)	.0
TOTAL TIF ADMINISTRATION	.00	44.00	.00	( 44.00)	.0
TOTAL FUND EXPENDITURES	.00	44.00	.00	( 44.00)	.0
NET REVENUE OVER EXPENDITURES	.90	( 40.61)	.00	40.61	.0

VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-30370 INTEREST	.00	.00	1,000.00	1,000.00	.0
72-33-30620 MADISON AVE TIF	.00	490,440.48	4,000,000.00	3,509,559.52	12.3
72-33-30900 APPROPRIATION OF FUND BALANCE	.00	.00	1,048,111.00	1,048,111.00	.0
<b>TOTAL TIF ADMINISTRATION</b>	<b>.00</b>	<b>490,440.48</b>	<b>5,049,111.00</b>	<b>4,558,670.52</b>	<b>9.7</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>490,440.48</b>	<b>5,049,111.00</b>	<b>4,558,670.52</b>	<b>9.7</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-40100 REGULAR SALARIES	9,090.68	39,795.80	139,689.11	99,893.31	28.5
72-33-40310 SICK BUY BACK	.00	.00	2,400.00	2,400.00	.0
72-33-40400 FICA TAXES	682.12	2,962.00	10,686.22	7,724.22	27.7
72-33-40410 IMRF	209.47	838.08	6,286.01	5,447.93	13.3
72-33-40415 HEALTH/VISION/LIFE INSURANCE	915.56	5,855.81	30,674.28	24,818.47	19.1
72-33-52400 CONTRACTUAL/PROF SERVICES	.00	91,357.96	409,000.00	317,642.04	22.3
72-33-80000 CAPITAL PROJECTS	.00	66,262.00	85,000.00	18,738.00	78.0
72-33-82000 PUBLIC IMPROVEMENTS	773,269.71	778,171.25	4,265,375.00	3,487,203.75	18.2
72-33-87000 FACADE PROGRAM	.00	.00	100,000.00	100,000.00	.0
<b>TOTAL TIF ADMINISTRATION</b>	<b>784,167.54</b>	<b>985,242.90</b>	<b>5,049,110.62</b>	<b>4,063,867.72</b>	<b>19.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>784,167.54</b>	<b>985,242.90</b>	<b>5,049,110.62</b>	<b>4,063,867.72</b>	<b>19.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 784,167.54)</b>	<b>( 494,802.42)</b>	<b>.38</b>	<b>494,802.80</b>	<b>(13021)</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

ROOSEVELT ROAD TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
73-33-30620 ROOSEVELT TIF	4,951.08	58,497.54	400,000.00	341,502.46	14.6
73-33-30900 APPROPRIATION OF FUND BALANC	.00	.00	50,000.00	50,000.00	.0
<b>TOTAL TIF ADMINISTRATION</b>	<b>4,951.08</b>	<b>58,497.54</b>	<b>450,000.00</b>	<b>391,502.46</b>	<b>13.0</b>
<b>TOTAL FUND REVENUE</b>	<b>4,951.08</b>	<b>58,497.54</b>	<b>450,000.00</b>	<b>391,502.46</b>	<b>13.0</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JULY 31, 2021

ROOSEVELT ROAD TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
73-33-40100 STRAIGHT TIME	6,091.85	25,089.37	78,511.37	53,422.00	32.0
73-33-40310 SICK BUY BACK	.00	.00	1,200.00	1,200.00	.0
73-33-40400 FICA	459.33	1,876.75	6,006.12	4,129.37	31.3
73-33-40410 IMRF	140.20	498.35	3,533.01	3,034.66	14.1
73-33-40415 HEALTH/VISION/LIFE INSURANCE	421.60	2,891.95	16,544.52	13,652.57	17.5
73-33-52400 CONTRACTUAL/PROF SERVICES	.00	870.50	194,205.00	193,334.50	.5
73-33-86000 PUBLIC IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
73-33-87000 BUSINESS IMPROVEMENT PROGRAM	.00	.00	100,000.00	100,000.00	.0
<b>TOTAL TIF ADMINISTRATION</b>	<b>7,112.98</b>	<b>31,226.92</b>	<b>450,000.02</b>	<b>418,773.10</b>	<b>6.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>7,112.98</b>	<b>31,226.92</b>	<b>450,000.02</b>	<b>418,773.10</b>	<b>6.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 2,161.90)</b>	<b>27,270.62</b>	<b>( .02)</b>	<b>( 27,270.64)</b>	<b>13635</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
77-33-30440 ABANDONED PROPERTY GRANT	.00	.00	250,000.00	250,000.00	.0
77-33-30450 STRONG COMMUNITY PROGRAM GR	.00	.00	125,000.00	125,000.00	.0
<b>TOTAL DEPARTMENT 33</b>	<b>.00</b>	<b>.00</b>	<b>375,000.00</b>	<b>375,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>375,000.00</b>	<b>375,000.00</b>	<b>.0</b>

VILLAGE OF MAYWOOD  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING JULY 31, 2021

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
77-33-52400 CONTRACTUAL/PROF SERVICES	.00	.00	25,000.00	25,000.00	.0
77-33-52500 BOARD UP SERVICES	1,450.00	5,200.00	25,000.00	19,800.00	20.8
77-33-62601 GRASS CUTTING	10,600.00	66,415.00	200,000.00	133,585.00	33.2
77-33-62605 TREE CUTTING	.00	.00	50,000.00	50,000.00	.0
77-33-68000 DEMO OF STRUCTURES	.00	4,300.00	75,000.00	70,700.00	5.7
<b>TOTAL DEPARTMENT 33</b>	<b>12,050.00</b>	<b>75,915.00</b>	<b>375,000.00</b>	<b>299,085.00</b>	<b>20.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>12,050.00</b>	<b>75,915.00</b>	<b>375,000.00</b>	<b>299,085.00</b>	<b>20.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 12,050.00)</b>	<b>( 75,915.00)</b>	<b>.00</b>	<b>75,915.00</b>	<b>.0</b>

**VILLAGE OF MAYWOOD  
BOARD OF TRUSTEES  
COMBINED COMMITTEE OF THE WHOLE/SPECIAL BOARD MEETING MINUTES  
TUESDAY, AUGUST 3, 2021**

Call to Order

The Special Board Meeting of Tuesday, August 3, 2021 was called to order by Mayor Nathaniel George Booker at 7:01 p.m. in the Council Chambers at 125 South 5<sup>th</sup> Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Gwaine Dianne Williams, Village Clerk, the following answered Present: Mayor Nathaniel George Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers, M. Lightford and I. Brandon. Absent: None. 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  
Angela Smith, Acting Director of Community Development  
LaSondra Banks, Community Engagement Director  
Elijah Willis, Acting Police Chief  
Craig Bronaugh Jr., Fire Chief  
Michael Jurusik, Village Attorney  
William Peterhansen, Village Engineer  
Gwaine Dianne Williams, Village Clerk  
Tom Pavlik, Village Deputy Clerk

**Invocation:** Reverend Lorenzo Webber

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

Public Comments: E. Perkins, L. Redmond, G. Clay, C. Sharp, P. Jolly-Mohorn and R. Ester. Mayor Booker responded to public comments.

Finance Management Report(s):

- A. Presentation by Lanya Satchell, Director of Finance pursuant to the Village of Maywood Financial Report of month ending June 30, 2021.

Ms. Satchell gave an overview of monthly revenue and expenditures for the period ending June 30.

Village President Report Agenda Item(s): None

Village Manager Report Agenda Item(s):

- A. Status report regarding: Memorandum dated July 22, 2021 from Village Engineer regarding status of Flood Relief Funding and Stormwater Improvements Projects with Cook County and Metropolitan Water Reclamation District of Greater Chicago and related Exhibit 1 – Storm Sewer Concept Plan (revision date 7.22.2021) from Village Engineer.

Engineer Peterhansen reported the funds offered by Cook County as \$3 Million and Metropolitan Water Reclamation District as \$4 Million. Discussion ensued.

- B. Discussion Only: Regarding IFF's Project Proposal/Presentation pertaining to the development of 20-Units of new housing and one mix-use building in the Village of Maywood.

Ms. Dena Bell gave a PowerPoint presentation. Discussion ensued.

- C. Consideration for Mr. Phillip DeGeratto of Buddy Bear Car Wash to make presentation regarding intent to establish a new Buddy Bear Car Wash location at 1215 S. 1<sup>st</sup> Avenue in Maywood, Illinois.

Mr. DeGeratto gave an overview for the proposal. Discussion ensued.

- \* Manager Wells-Armstrong gave a report on staff, budgetary and MyCivic App updates.

Village Attorney Report Agenda item(s):

- A. Status report regarding: Selection of August 2021 date, time and location for Training Session for Newly Elected and Appointed Village Officials (Discussion Only – No Attachment)

Attorney Jurusik suggested August 30<sup>th</sup>, August 31<sup>st</sup> or September 1<sup>st</sup> dates for the Elected and Appointed Village Officials training. Consensus by the Board to schedule training for August 31, 2021, from 6:00 p.m. to 9 p.m. in the Council Chambers.

- B. Status report regarding: Amendments to Maywood Board of Fire and Police Commissioners Rules and Regulations to Adopt and Implement an Entry Level Police Officer Lateral Hire Program (Discussion Only – Attachment to be handed out at the meeting).

Attorney Jurusik gave an overview. Discussion ensued.

New Business (Discussion and Recommendation Only):

- A. Discussion and recommendation of: Amendment to Regular Meeting Schedule of the President and Board of Trustees for the 2021 Calendar Year and Approval of the Regular Meeting Schedule of the Committee of the Whole of the President and Board of Trustees for the 2021 Calendar Year. Cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021, on recommendations:

- \* Resolution Approving an amended Regular Meeting Schedule of the President and Board of trustees for the 2021 Calendar Year and Approving the Meeting Schedule of the Committee of the Whole of the Board of Trustees of the Village of Maywood for Calendar Year 2021.
- \* Notice of Change to the Regular Meeting Schedule of the President and Board of Trustees for the 2021 Calendar Year and Notice of Approval of the Regular Meeting Schedule of the Committee of the Whole of the President and Board of Trustees of the Village of Maywood for the 2021 Calendar Year.

Attorney Jurusik gave an overview.

- B. Discussion and recommendation of: Renewal of Cable Television Franchise Agreement By and Between the Village of Maywood and Comcast of California/Colorado/Indiana/Michigan, LP; with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021.

- \* Resolution Authorizing the Approval and Execution of the Cable Television Franchise Agreement By and between the Village of Maywood and Comcast of California/Colorado/Indiana/Michigan, LP.

Attorney Jurusik gave an overview of the standard renewal.

- C. Discussion and recommendation of: An Ordinance Authorizing the Creation and Ratification of the Issuance of a Class "C" Liquor License (Temporary Special Event Liquor License for Non-Village Owned Property) to applicant Maywood Park District for the "2021 Wine Down Wednesdays" Special Events to be held at the 50 West Madison Street Property (Special Event Dates: July 14, 2021; July 28, 2021; August 11, 2021; and August 25, 2021), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021.
- Attorney Jurusik gave an overview and stated the item is an action item later in tonight's meeting.
- D. Discussion and recommendation of: An Ordinance Authorizing the Creation and Issuance of a Class "E" Liquor License (Temporary License to Sell or Transfer Liquor on Municipally-Owned Property) to Applicant Village of Maywood for the 2021 Maywood Fest to be held at Veterans Park (Maywood Fest - September 10, 11 and 12, 2021), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021.
- Attorney Jurusik gave an overview and stated the item is an action item later in tonight's meeting.
- E. Discussion and recommendation of: 2021 Maywood Fest regarding Template - Entertainment and Music Performer and Special Event Production Agreement and Template - Entertainment and Music Performer Agreement, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021.
- Attorney Jurusik gave an overview. Discussion ensued.
- F. Discussion and recommendation of: An Ordinance Amending Section 130.20 (Disorderly Conduct) Regarding Penalties for Unlawful Adult Entertainment, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021.
- Attorney Jurusik gave an overview and stated the item is an action item later in tonight's meeting.
- G. Discussion and recommendation of: Employment Agreements for Finance Director and Fire Chief, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021
- \* A Resolution Approving and Authorizing the Execution of an Employment Agreement for the position of Fire Chief (Craig Bronaugh), with a copy of the Employment Agreement Attached As Exhibit "A".
  - \* A Resolution Approving And Authorizing the Execution of an Employment Agreement for the position of Finance Director (Lanya Satchell), with a copy of the Employment Agreement Attached As Exhibit "A".
  - \* Notice of Posting in Compliance with Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) (Village Employees with Total Compensation Packages of \$150,000 +Per Year).
- Manager Wells-Armstrong gave an overview.
- H. Discussion and Recommendation of: A Resolution Approving the Appointment of Village President Nathaniel George Booker as the Combined Community Public Member/PSAP Representative to serve on the IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD ("IKE JETSB") (Participating members: Village of Broadview and the Village of Maywood) (Village of Maywood, Cook County, Illinois), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021.
- Attorney Jurusik gave an overview.

## I. Discussion and Recommendation of:

- \* An Ordinance Amending the Maywood Village Code Regarding Village Boards, Committees and Commissions, With A Cover Memo from Klein, Thorpe and Jenkins, Ltd. dated July 29, 2021.
- \* An Ordinance Amending Article IX (Investment and Financial Performance Reporting) of the Village of Maywood's Fiscal and Investment Policy to rename the Finance Committee to the Fiscal Accountability & Government Transparency Committee, with a cover memo from Klein, Thorpe and Jenkins, Ltd. Dated July 29, 2021.

Attorney Jurusik gave an overview.

## J. Discussion and Recommendation of: Resolution Designating Proviso Community Bank as Public Depository and Authorizing the Deposit and Withdrawal of Village Monies and Designating the Village President, the Village Treasurer and the Village Clerk as Authorized Signatories at Proviso Community Bank (Village of Maywood - Capital Projects Bank Account), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021

Attorney Jurusik gave an overview. Discussion ensued.

## K. Discussion and recommendation of: An Ordinance Amending Various Sections of the Maywood Village Code relative to the Department Structure of the Village, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021.

Attorney Jurusik and Manager Wells-Armstrong made comments. Trustees agreed an updated organization chart needs to developed.

## L. Discussion and recommendation of: Declaration No. 2021-1: Declaration of a State of Emergency in the Village of Maywood, Cook County, Illinois (COVID-19 – August 3, 2021) (Disaster Declaration and Remote Meeting Rules), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated July 28, 2021.

Attorney Jurusik gave an overview.

## M. Discussion and Recommendation of: Resolution accepting a Grant from the Illinois Housing Development Authority's Abandoned Residential Property Municipal Relief Program and Authorizing and Approving the Execution of the Grant Agreement

- \* CERTIFICATION Form Per The Illinois Housing Development Authority ("IHDA")
- \* INCUMBENCY CERTIFICATE Form Per The IHDA

Attorney Jurusik mentioned the need to submit the application for the grant and to adopt the Resolution at the Special Board Meeting tonight.

## Old Business (Discussion and Recommendation Only):

## A. Discussion and recommendation of: 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.

Ms. Hall of the park district requested a one-on-one conversation with the new Village Manager. Consensus by the Board to agree to the request.

## B. Discussion and recommendation of: 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.

See Item A above.

- C. Discussion and recommendation of: Resolution Approving the Sale and Redevelopment of Real Property commonly known as 1002 South 6th Avenue and Execution of a Redevelopment Agreement regarding same (Purchaser / Developer: Access Health and Housing, LLC), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated June 21, 2021.

Attorney Jurusik and Ms. Smith gave an overview.

- D. 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.

Mayor Booker requested the Board’s input for the 700 Block of 5<sup>th</sup> Avenue for parking permits and/or ticketing purposes to be submitted to the Village Manager. The Village Manager will compose a letter for notification to residents regarding parking regulations for review at the August 17, 2021 meeting.

Other Matters:

- 1. Mobile pop-up retailer will be given support – Consensus by the Board to send recommendation to the Ordinance Committee.
- 2. Water reconnection fee reduced from \$300 to \$100. Consensus by the Board to accept the recommendation of \$150.

Motioned by Trustee Reyes-Plummer and Seconded by Trustee Sanchez to adjourn the Committee of the Whole Meeting and convene the Special Board Meeting at 10:53 p.m. by roll call: Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers, M. Lightford and I. Brandon. Nays: None.

Special Village Board Meeting Agenda Items (Consideration and Final Action):

- A. An Ordinance Authorizing the Creation and Ratification of the Issuance of a Class “C” Liquor License (temporary Special Event Liquor License for non-village owned property) for Maywood Park District located at 50 West Madison Street (Special Event Dates: July 14, 2021; July 28, 2021; August 11, 2021; and August 28, 2021).

Motioned by Trustee Reyes-Plummer and Seconded by Trustee Lightford to approve

Discussion: None

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. An Ordinance Authorizing the Creation and Issues of a Class “E” Liquor License (temporary License to Sell or Transfer Liquor on municipally-owned property) (Maywood Fest – September 10 to 12, 2021)

Motioned by Trustee Lightford and Seconded by Trustee Reyes-Plummer to approve

Discussion: None

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

- C. Motion to Waive the Special Event Liquor License Application Fee (\$75.00), the Special Event License Fee (\$125.00 per day; \$375.00 Total) and the background check for the Village of Maywood, application for a Class “E” Liquor License (temporary License to Sell or Transfer Liquor on municipally-owned property) for the 2021 Maywood Fest (September 10, 11 and 12, 2021).

Motioned by Trustee Lightford and Seconded by Trustee Reyes-Plummer to approve

Discussion: None

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

- D. Consideration to Approve the APP Resolution for the Round 5 IDDAH Abandon Property Grant. The APP Resolution has to be processed by the Clerk’s Office prior to the August 6, 2021 deadline.

Motioned by Trustee Lightford and Seconded by Trustee Reyes-Plummer to approve

Discussion: None

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

For Information Only – Mayor Booker recommended trustees communicate with one another to consider which Committee Meeting they would prefer to act as Co-Chair.

<b><u>Chairperson</u></b>	<b><u>Commission</u></b>
Trustee Brandon	Community Engagement & Communication
Trustee Jones	Financial Accountability & Government Transparency
Trustee Lightford	Infrastructure & Sustainability
Trustee Peppers	Community Policing & Public Safety
Trustee Reyes-Plummer	Ordinance & Policy
Trustee Sanchez	Planning & Development

Closed Meeting Item(s): Motioned by Trustee Reyes-Plummer and Seconded by Trustee Sanchez to recess into Closed Session at 11:00 p.m. for the purpose of discussing:

- A. Pending Litigation (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)).

Discussion: None

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

Reconvene to Special Board Meeting with a Roll call at 11:54 p.m. Present: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers, M. Lightford and I. Brandon. Absent: None

Adjournment: Motioned by Trustee Peppers and Seconded by Trustee Lightford to adjourn the Special Village Workshop Meeting at 11:54 p.m. with a roll call of the Board.

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Nathaniel George Booker, Mayor

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Gwaine Dianne Williams, Village Clerk

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

## LIVER DONOR NEEDED FOR ARMY RESERVE YOUTH

### Introduction

COMMAND ATTENTION is advocating for Army Reserve Adrian Clark. We are coordinating efforts with his family and community to ensure strategic communication efforts with the optimal outcome of a living liver donor.

### Scenario

Adrian Clark is a 22-year-old active Army Reserve member. He works full time for Peoples Gas and has received several commendations including the 2020 Best Customer Service Award. While in high school, Adrian's health challenges began. He is diagnosed with [Primary Sclerosing Cholangitis](#) (PSC), a rare autoimmune condition that damages the bile ducts in and outside of the liver. Adrian is now in need of a liver transplant that can be provided from a living donor. Adrian has a kind heart, needs help and his health insurance will cover all of the donor's medical care. Expected recuperation is 6-8 weeks. To meet living donor criteria, an individual must be:

- Physically fit and in good general health
- 18-55 years of age
- Blood type-compatible with the recipient
- Willing to donate

### Media

Social Media (Facebook, Instagram, Twitter and Website)

<https://liverdonor4adrian.com>

<https://thelansingjournal.com/2021/07/04/a-living-liver-donation/>

<https://abc7chicago.com/liver-donor-transplant-army-reserves-adrian-clark/10896027/>

### Participants

The following entities will participate in the project:

- The Clark, Sanders, and Esco/Collins families
- The University of Chicago Medicine – Liver Transplant Department
- COMMAND ATTENTION LLC

### Contact Information

Should you desire to become a Living Donor or more information please contact:

University of Chicago Liver Transplant Department 773.702.4500 or Mrs. Wendy Clark, 708.401.9788 or [liverdonor4adrian@gmail.com](mailto:liverdonor4adrian@gmail.com)



**#LiverDonor4Adrian**

**Call 773.702.4500**

**University of Chicago Liver Transplant Dept**



**Questions Contact - Mrs. Wendy Clark (Adrian's Mom)**

**708.401.9788 or [LiverDonor4Adrian@gmail.com](mailto:LiverDonor4Adrian@gmail.com)**

<https://LiverDonor4Adrian.com>

*Adrian is an Army Reservist. Let's Support Our Military!*

COMMAND ATTENTION | 312.857.3726 | <https://commandattention.us>



# SAVE THE DATE

Sunday, September 12, 2021



## Prayer for Adrian

Please Join US

**Mount Carmel CME Church**  
**6159 S. Ada**  
**Chicago IL 60636**

2<sup>nd</sup> Sunday, September 2021, 11:00 AM

We will Worship, Pray and Fellowship!

*Pastor: Rev. Judy C. Esco*

Adrian Clark is a 22-year-old Army Reservist in need of a Liver Transplant. He is diagnosed with Primary Sclerosing Cholangitis (PSC), a rare autoimmune condition that damages the bile ducts in and outside of the liver. Adrian is now in need of a liver transplant; while he is on the Deceased Liver Transplant List, due to the urgency of his health, one can be provided from a living donor. All medical expenses will be covered, along with all housing needs during the recovery period.

*To meet the living donor criteria, an individual must be:*

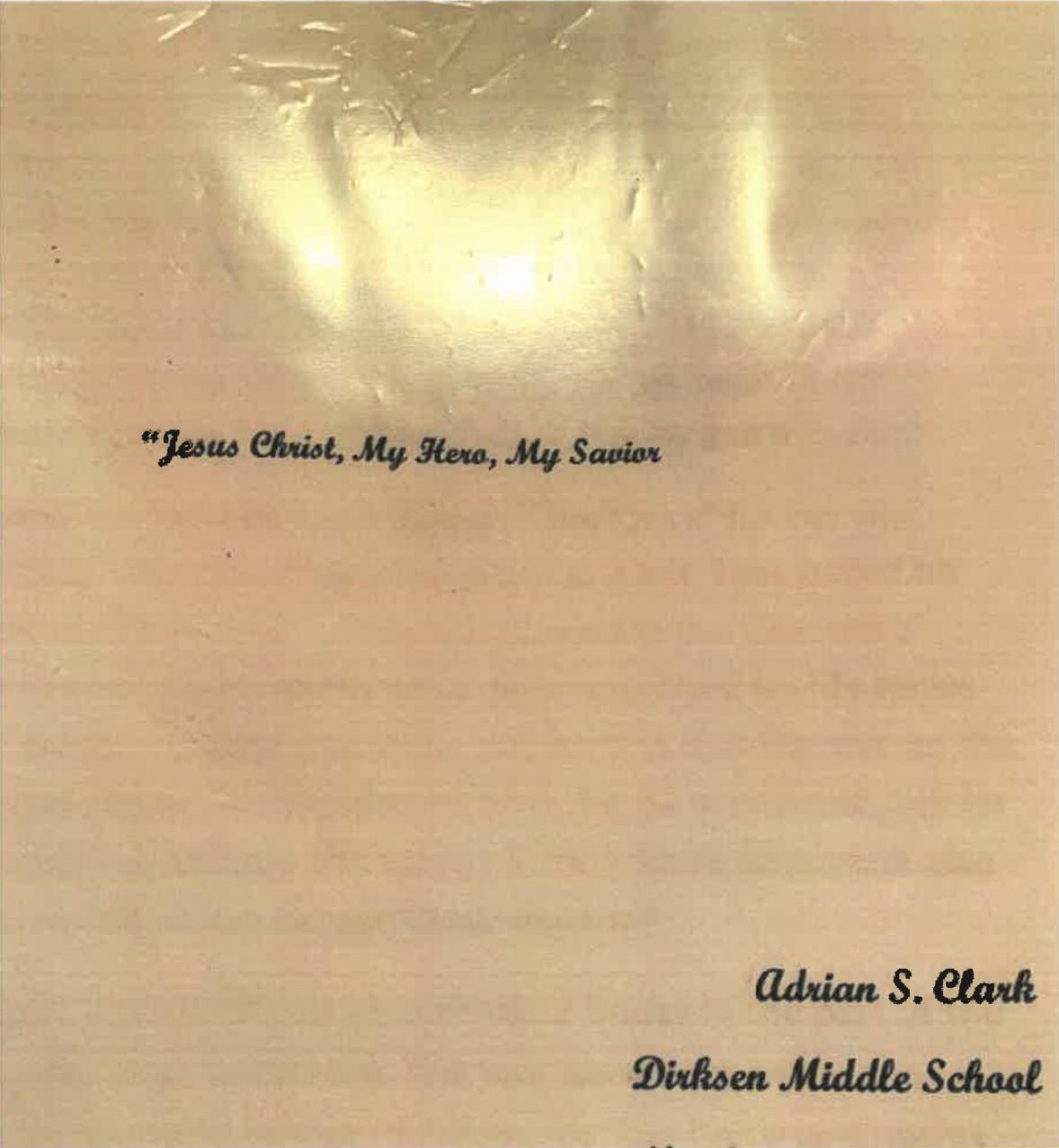
- *Physically fit and in good general health*
- *18-55 years of age*
- *Blood type-compatible with the recipient*
- *Willing to donate*

Should you wish to become a living liver donor, only part of your liver will be used and within the 6-8 week recuperation, your liver will grow back.

**Please contact University of Chicago Liver Transplant Department at 773.702.4500 to become a liver donor.**

Any additional questions, please contact Wendy Clark at 708.401.9788 or [liverdonor4adrian@gmail.com](mailto:liverdonor4adrian@gmail.com)

<https://liverdonor4adrian.com>



*"Jesus Christ, My Hero, My Savior"*

*Adrian S. Clark*

*Dirksen Middle School*

*"Jesus Christ, My Hero, My Savior"*

Jesus Christ is the Savior of the world and the Son of God. He is our Redeemer. The Holy Bible teaches us that Jesus Christ's mother was Mary, who was a virgin. His father on earth was Joseph. He was born in Bethlehem and raised in Nazareth, and labored with Joseph as a carpenter. When he turned 30, He began a three-year ministry of teaching, blessing, and healing the Holy Land. I chose Jesus Christ because without him there wouldn't be me, or family and friends.

Jehovah allowed His Son to be crucified on "The Cross" for our sins. Jesus had to carry "The Cross" up a mountain or a hill. They nailed his hands and feet to "The Cross." Jesus was pierced in the side and a crown of thorns was placed on His head. Jesus sacrificed his life for us and our sinful ways. A great thing about His death is that He rose on the third day and lives again. Jesus didn't want to die, he was afraid, but he knew He had to for us to have eternal life. I don't know of anyone else who would die for Mankind. Do you know anyone?

Jesus was Jewish and His life comes from four books in the part of the Bible known as the New Testament. The four books are called the Gospels. Jesus encouraged people to follow the Ten Commandments. Jesus preached that Jehovah loved everyone and told people to get along with one another. He also taught about mercy and forgiveness.

The reason I chose Jesus Christ is because he forgives me for my sins. Every morning when I wake up, it's not the alarm clock that wakes me, but Him that calls my name and tells me to wake up. I know many bad things happen in the world, but Jesus has nothing to do with it. It's

because we have chosen not to follow him and do his will. So if you think you are living because of who you are, think again. All the miracles you receive it's because of His greatness and mercy.

I remember my mother and I was going to a restaurant. I kept rushing her to leave and she kept waiting for no reason at all. We were only gone for ten minutes and when we got back, a car had flipped over where we parked. Jesus saved our lives once again. Jesus has a birthday like us, it's Christmas. People think it's about games and gifts. Jesus is great and still alive. Although we may not see Him, He does exist. Jesus should be worshipped for his kindness and mercy every day.



# 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:

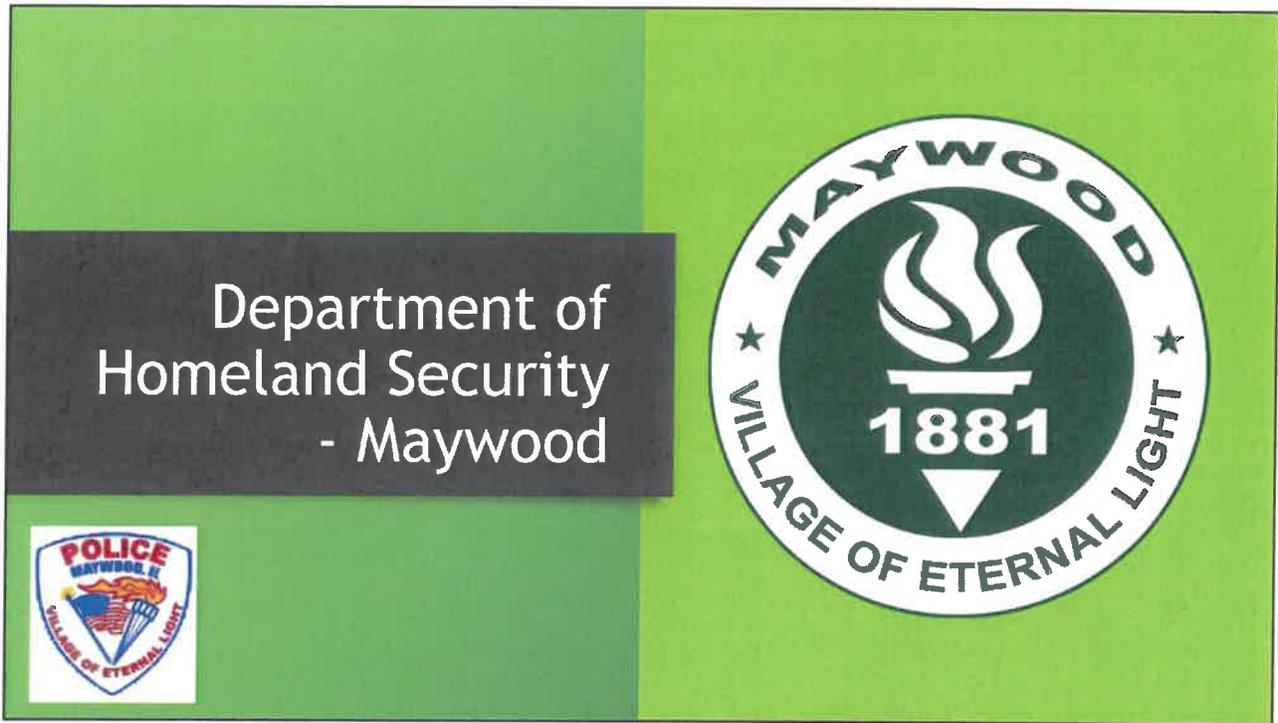
- Personnel: \$15,000 (Department Head)
- Equipment: \$5,000 (Tools and gear)
- Contractual: \$5,000 (Training and Supplies)

*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).*

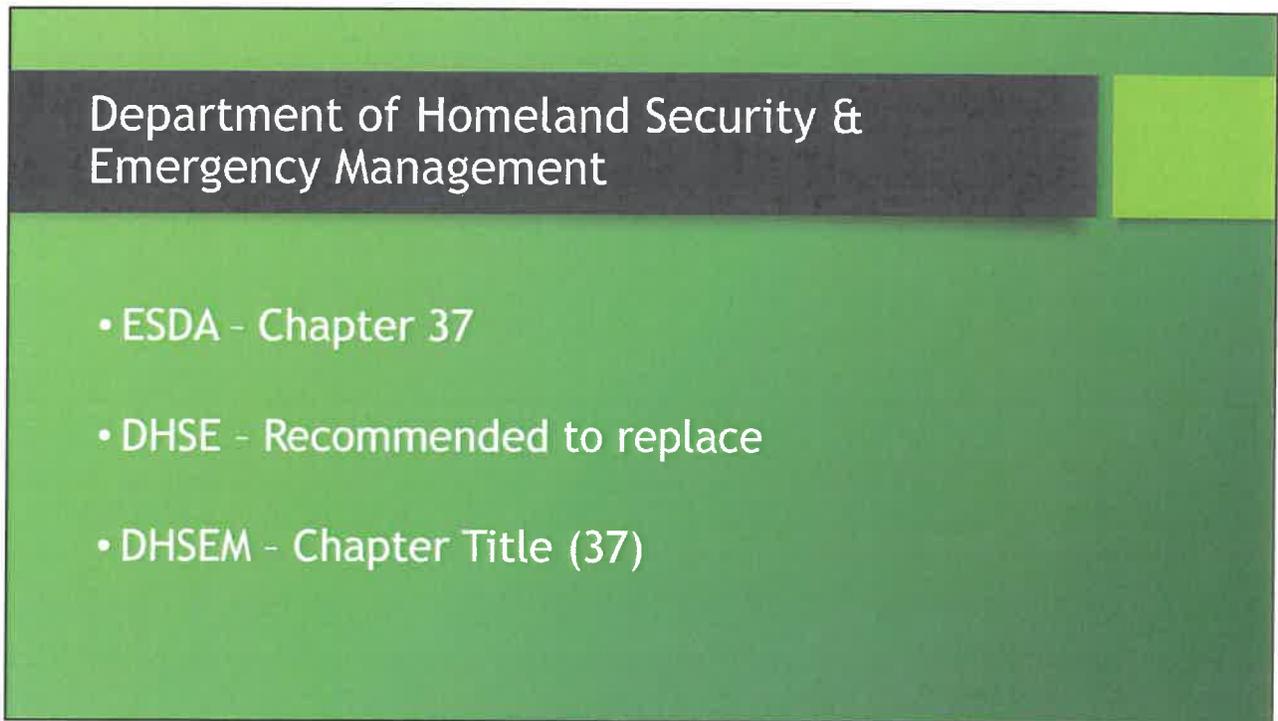
## **DEPARTMENT POLICY AND PROCEDURE**

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).*



1



2

## Department of Homeland Security & Emergency Management

- Changed to Para Military Function
- Chief and six volunteers
- Housed at 2120 S. 5<sup>th</sup> 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.

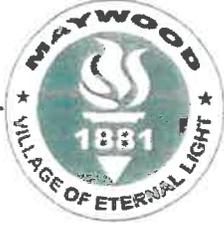
We appreciate your willingness to consider the enhancement and hope it becomes a reality. I will make myself available to both you and Board members for questions. Thank you for your attention to this important public safety matter.

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.**

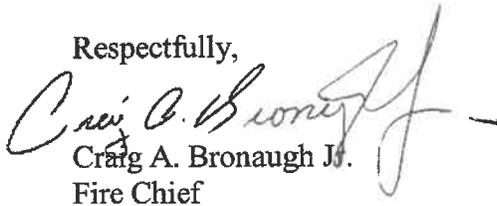
June 10, 2021

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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2

## CHAPTER 32: POLICE DEPARTMENT

### Section

- 32.01 Department established
- 32.02 Offices created
- 32.03 Regulations
- 32.04 Bonds
- 32.05 Auxiliary police officers; part-time police officers
- 32.06 Execution of orders of Director of Community Development
- 32.07 Reports
- 32.08 Record of persons arrested
- 32.09 Police serving process
- 32.10 Interference with police officers
- 32.11 Aid to Fire Department
- 32.12 Authority to arrest
- 32.13 Arresting officers as witnesses
- 32.14 Assistance to Police
- 32.15 Police pension fund
- 32.16 Village jail
- 32.17 Medical and hospital care
- 32.18 Payment or allowance to families or dependents of police officers killed or fatally injured in performance of their duties
- 32.19 False security system alarm rates
- 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)



**§ 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

# 3

## § 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 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:

- (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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## 4

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## 2013 Dodge Charger 3.6L V6 Police



Photo Viewer  
51 Images

Price \$10,795



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

## 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.

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



Photo Viewer  
55 Images

Price **\$13,795**

102



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

### 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**

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### 2017 Ford Explorer Police AWD



Photo Viewer  
49 images

Price \$16,795



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

### 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.

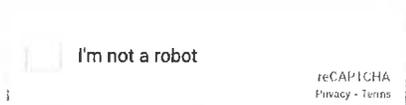
**First name:**

**Last name:**

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**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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## 2015 Chevrolet Silverado 2500HD Crew Cab Long Bed 4WD



Photo Viewer  
55 Images

Price \$38,795



 Engine	6.0L V8 GDI 16V IECV
 Transmission	6-SPEED AUTOMATIC
 Drive	4WD
 VIN	TGC1KUGG7FF590350
 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
- 109 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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GMC K3500 Siera (1990)

Sale price: US \$9,995.00



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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, Kevelar tires and working sirens and PA. system. This is truck comes with a binder of all the books and manual's. 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.

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Emergency & Fire  
Trucks

Free Nationwide Shipping  
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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): 1GDUK34N1LE542247

Mileage: 31,000

Number of Axles: Single

Make: GMC

Engine Make: Chevrolet

Model: K3500 Siera

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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Stock #: 13521  
Price: \$21,500

### 2011 Ford F-350 Emergency Paramedic Ambulance

- 2011 Ford F-350 Emergency Paramedic Ambulance
- F-350 Ford Chassis
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- 6.7L Diesel Engine
- Additional equipment not included with purchase unless otherwise listed.



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# 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



Price: ~~\$49,900~~

**Sale Price**  
**\$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**  
**\$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
- 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: \_\_\_\_\_

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2



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

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### 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)

[Edit](#)

- ✓ 4 years Walmart Protection Plan - \$81.24  
Qty 2 **\$162.48**

Qty:

**2** ▼

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

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

## Saved for later

You have no saved items right now.

### Customers also bought these products



115



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Feedback

Simple

Position



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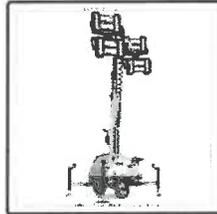
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Deliver to 60153 Change Location

Home / Shop by Brand / Generac / PLT240-STD



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**

Free Shipping & Lift Gate

**Factory-Direct** This Item Is Built To Order

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

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132 fixed monthly payments required.

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Qty. 1

In Cart

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 60151

\* 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	
<b>Total</b>	<b>\$13,017.84</b>

Tax Exempt

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

Need help? Call us at 1 (800) 800-3317  
Monday - Thursday: 8am - 5pm CST, Friday: 9am - 5pm CST

NOT TO INCLUDE TAXES.

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



## SHOPPING CART

*\*Please note that delivery times are quoted once your order has been processed and shipped from our warehouse. Orders placed after 12pm EST will be shipped on our next business day. If you require faster shipping please call us directly at (704) 295-0299 to place your order over the phone.*



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

119

Shipping to

Private ns

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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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# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

**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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.

Maywood Department of Homeland Security and  
Emergency Management  
Policy Manual

**Section 2**  
**Officers Requirements**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

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

# Maywood Department of Homeland Security and Emergency Management Policy Manual

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

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## 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

# Maywood Department of Homeland Security and Emergency Management Policy Manual

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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.**

Maywood Department of Homeland Security and  
Emergency Management  
Policy Manual

**Section 3**  
**Conduct and Advancement**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

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**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## 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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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 2<sup>nd</sup> 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

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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

# Maywood Department of Homeland Security and Emergency Management Policy Manual

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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **Section 5 Communications**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

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**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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.

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## **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**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

## 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**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

(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.)

# Maywood Department of Homeland Security and Emergency Management Policy Manual

(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**

# Maywood Department of Homeland Security and Emergency Management Policy Manual

(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

# Maywood Department of Homeland Security and Emergency Management Policy Manual

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

# Maywood Department of Homeland Security and Emergency Management Policy Manual

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**  
Illinois

September 2, 2021

**Village President**

Nathaniel George Booker

**Village Clerk**

Gwaine Dianne Williams

**Trustees**

Antonio Sanchez

Melvin L. Lightford Sr

Shabaun Reyes Plummer

Aaron Peppers

Miguel Jones

Isiah Brandon

**Village Manager**

Chasity Wells-Armstrong

**Village Hall**

40 Madison Street

Maywood, IL 60153

Phone: 450.6300

Dear Village Board of Trustees,

School District 89 is requesting a fee waiver for their parking expansion project at Washington Dual Language Academy (WDLA).

WDLA will be expanding their parking on the lot adjacent to their current parking lot to accommodate new parking needs.

The Raceway Installation for power and data feeds for a new parking lot light pole and camera. Directional boring of 2- 1.5" HDPE conduits from the school building located at 1111 Washington Blvd. Maywood, IL. Installation of 3#10 wires for the electrical power feed to the light pole and low voltage cable for the operation of the security camera mounted on the pole.

The fee for this to be accomplished is \$300 to the Village of Maywood. As a governing body partner the district has requested a \$300 fee waiver. To continue to build on a positive relationship and understanding this is a school that is not within a TIF district, it would be good for the Village of Maywood to waive this fee.

Warmest Regards,

*Nathaniel George Booker*

Mayor Nathaniel Goerge Booker



Village of  
**Maywood**  
Illinois

September 2, 2021

**Village President**

Nathaniel George Booker

**Village Clerk**

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**Village Manager**

Chasity Wells-Armstrong

**Village Hall**

40 Madison Street

Maywood, IL 60153

Phone: 450.6300

Dear Village Board of Trustees,

The Monroe Foundation is a recipient of Illinois R3 grant funding from the state to specifically focus on those in need of 2<sup>nd</sup> chances here in the Village of Maywood. The Monroe Foundation has partnered with Westside Justice Center, Ex-Cons for Community and Social Change (ECCSC), to focus on sealing and expungements along with positive community outreach.

In order to help our residents specifically in 60153, the Monroe Foundation is requesting space use of the Village Chambers and meeting room behind the chamber for 2 meetings in October and 2 meetings in November. The foundation has already been in communication with the Maywood Police Department to cover all necessary steps that would lead to a successful seal and expungement. Because there is grant funding a minimal fee can be paid to cover space use.

The Monroe Foundation in partnership with the Village of Maywood would also like to host a Restore, Reinvest, Renew Resource Day on Saturday, October 9, 2021, at the 200 building. This event would cover various resources that would benefit our residents. As a partner there would be no cost for this event.

I am requesting a consensus for the Monroe Foundation to work with staff and legal to work out the details and have up included for a final vote on Tuesday, September 21<sup>st</sup> board meeting.

Warmest Regards,

*Nathaniel George Booker*

Mayor Nathaniel Goerge Booker



TO: Chasity Wells- Armstrong, Village Manager

cc: Mayor Nathaniel George Booker

FROM: Angela Smith, Acting Director of Community Development  
Nalini Johnson, Planner/Zoning Coordinator

DATE: September 7, 2021 -COW Agenda

RE: 5<sup>th</sup> and Warren Parking Update (Update Only)

**Background:**

Staff have had the opportunity to fully review the executed 2017 RDA and met with Interfaith to discuss the parking issues associated with development at 800 S. 5<sup>th</sup>. Now that the project is complete the Village per the RDA will establish signage that identifies Business District Parking. Per the RDA the Village is slated early October to install approximately 32 dialogue parking spaces along Warren from 5<sup>th</sup> to 4<sup>th</sup> on both the North (Business District Park) South overnight residential (Exhibit 1). Interfaith is currently surveying its residents to provide the Village with a request for overnight parking to meet its resident’s needs. Staff along with the Manager have also met with the Joliet Housing Authority, if either the Business Owner or Interfaith needs more parking in addition to what the Village has planned the Housing Authority is open to having that discussion directly.

**Zoning/Planning:**

Planning and Zoning has reviewed the Exhibit “B” of the RDA. The Village of Maywood is on track to complete implementation of this parking plan, through the addition of 32 spaces along Warren St., east of 5<sup>th</sup> Avenue, and an additional 7 spaces, one of which will be an ADA-compliant space, along the north side of School Street. These will complement the existing 14 spaces currently located along Warren Street, west of 5<sup>th</sup> Avenue, one of which is ADA-compliant.

The current initiative will go beyond the implementation of this existing parking plan through the addition of “No overnight parking” signs along the block of 6<sup>th</sup> Avenue, between Warren and School streets, to assure that patrons and residents utilize the dedicated customer parking spaces, with overnight permit parking only for residents of the apartment building. This plan will be further enhanced through the addition of dedicated customer parking only signage along the north side of Warren St. The Sign Plan and mock-ups of these proposed Signs are included in this memorandum.

**Next Steps:**

**Interfaith has agreed to:**

1. Conduct a tenant parking needs survey.
2. Establish a list of tenants that will register with the Village for Resident-only overnight parking permits (2am--5am).
3. Enforce Parking on their property for their residents.

**The Village in accordance with the RDA:**

1. Install and Enforce Business District parking only on the North side of Warren Street.
2. Install and Enforce 2-hour parking, with residential only overnight parking on the South Side of Warren Street and on the north side of School Street.
3. Install and Enforce *No Overnight Parking* signs on both sides of 6<sup>th</sup> Avenue, between Warren and School streets.

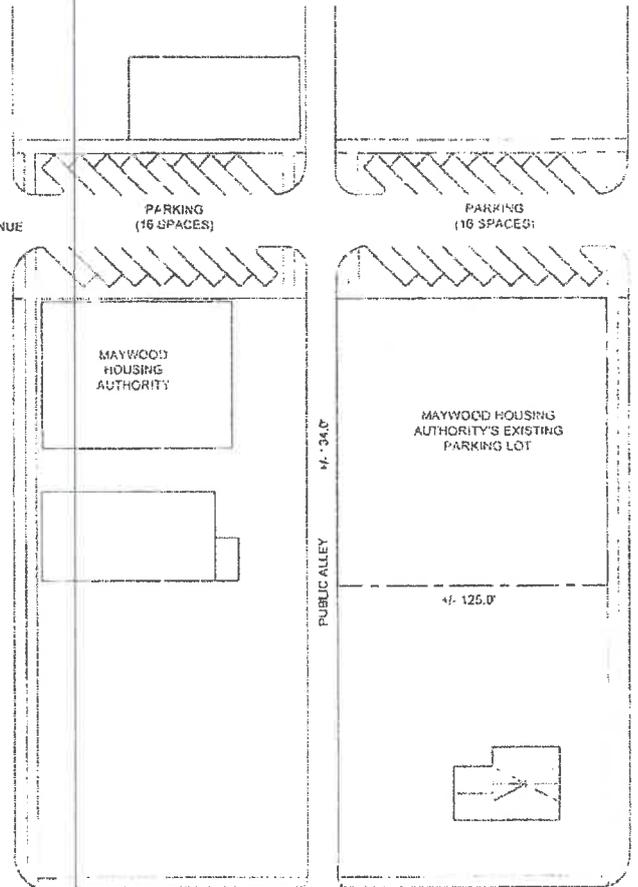
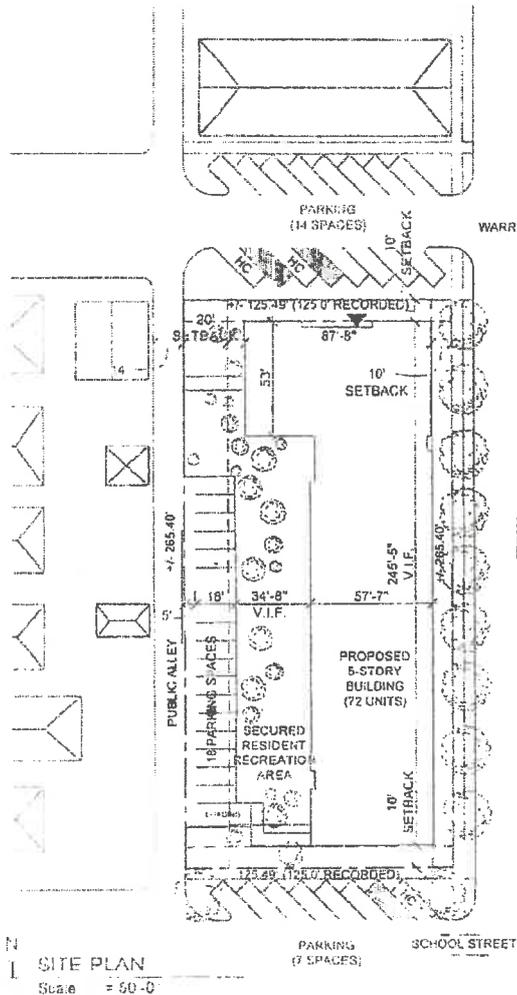


EXHIBIT "B"



Engineering & Surveying Department

# 5th Avenue Homes



**NO**

**OVERNIGHT**

**PARKING**

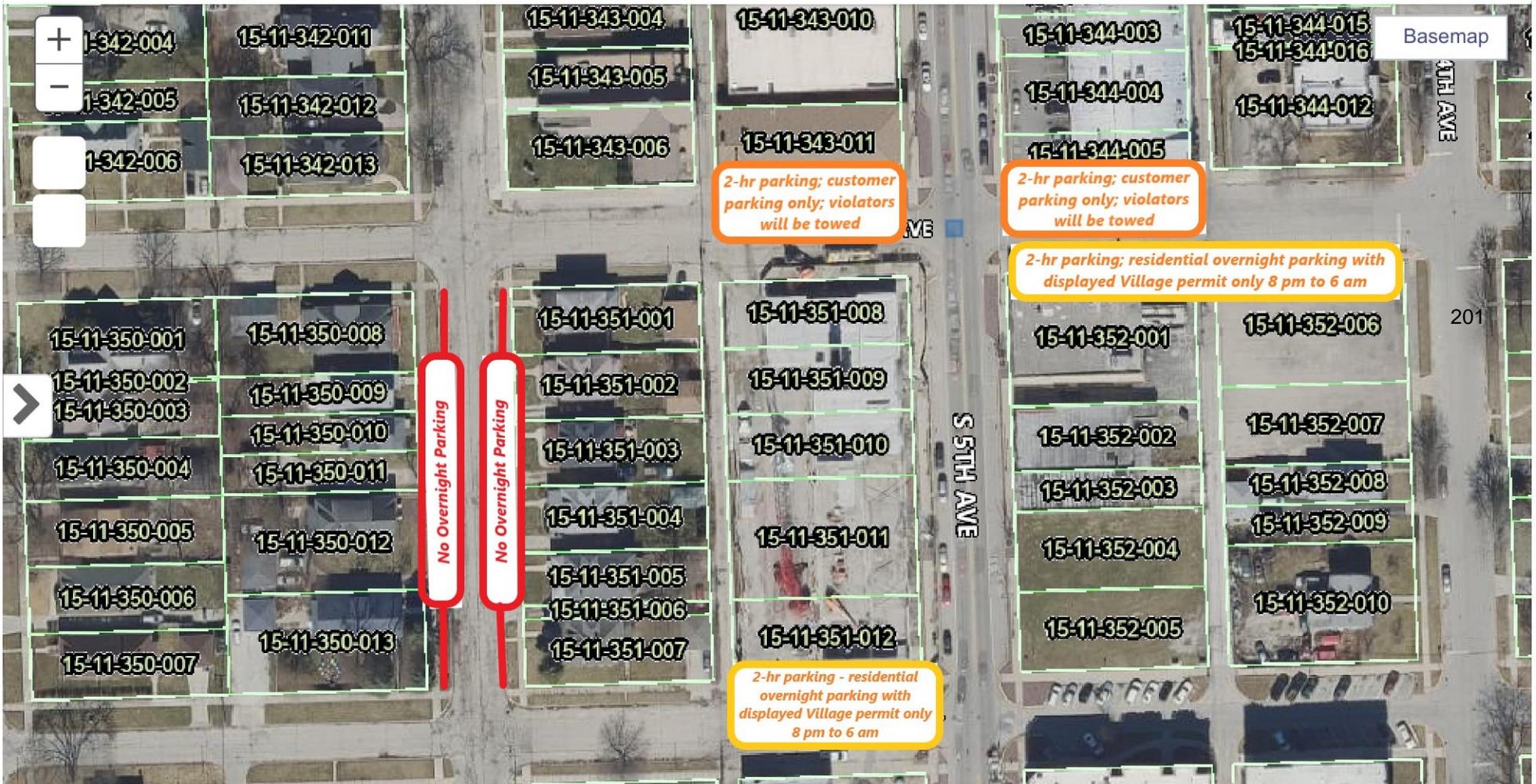


measure

select parcels

print map

layers



The best source for your PIN is your deed or tax bill, or other documents from the purchase of your home. Matches from this site are not guaranteed.

**2**

**HOUR  
PARKING**

**CUSTOMER  
PARKING  
ONLY**

**VIOLATORS  
WILL BE TOWED**

**2**

**HR  
PARKING**

**RESIDENTIAL**

**OVERNIGHT PARKING**

**WITH DISPLAYED**

**VILLAGE PERMIT**

**ONLY 8PM TO 6AM**



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: September 1, 2021**  
**RE: Trustee Committee Schedule and Calendar**

As a follow up to the August 31, 2021 Training Session For Appointed And Elected Village Officials, I have prepared the following items to assist with the implementation of the Trustee Committee Schedule and Calendar starting with months of September and October:

Monthly Calendars for September 2021 and October 2021 (enclosed for reference only).

COW Meeting	Village Board Meeting	Trustee Committee Meetings*	COW Meeting Agenda Deadline**	COW Meeting	Village Board Meeting	Trustee Committee Meetings*	COW Meeting Agenda Deadline**
September 7							
	September 21						
		Weeks of September 20 and 27					
			September 30				
				October 5			
					October 19		
						Weeks of October 18 and 25	
							October 28

\*Agendas must be set and posted 48 hours advance of Trustee Committee Meetings per the Open Meetings Act ("OMA").

\*\* COW Meeting Agenda Deadline: Trustee Committees have already held their meetings and written recommendations need to be sent to the Village Manager by this date. The Village staff liaison can prepare a short transmittal memo that contains the recommendation and background information and documents for each agenda item being sent to the COW Meeting.

**PLEASE REMEMBER:**

- Compliance with OMA Agenda posting and meeting minute requirements is mandatory.
- The **Village Clerk's Office will assist the Chair with the Committee Agenda preparation** and will handle the OMA posting of the Agenda.
- At Trustee Committee Meetings, **agenda items are discussed and favorable/negative/neutral recommendations are to be made and then delivered** by the Committee Chair **at the next Committee of Whole ("COW") Meeting.**
- The Village staff liaison (or some other Village person) should prepare meeting minutes for each Committee meeting and then the **draft meeting minutes should be listed on the next Committee Meeting Agenda for "consideration and action"**. After approval, the Chair signs the minutes and sends them to the Village Clerk's Office for retention and posting on the Village website.
- **Take care to not violate the OMA – with only two Trustees per Committee, those Trustees cannot discuss the matters that are within the jurisdiction of the Committee while outside of a posted open Committee meeting** (i.e., no emails or phones calls to discuss what gets listed on an Agenda – the Chair decides what goes on the Agenda. The Vice-Chair can request that items be placed on the Agenda, but no debate or discussion should be had about the matter until the Committee Meeting).
- Be careful when using **email/texting/DM**, since **exchanges between Trustees serving on the same Committee, where the "business" of the Committee is being discussed, will constitute a "meeting" and a violation of the OMA.**
- **Use email only for meeting date / time confirmation and agenda / agenda packet delivery.**
- **Invite the public to participate** – send the agenda to Village residents, property owners and local businesses, other Village institutions and public bodies, as appropriate.

**List of Trustee Committees**

- Planning & Development Committee
- Fiscal Accountability & Government Transparency Committee
- Community Policing & Public Safety Committee
- Engagement & Communications Committee
- Infrastructure & Sustainability Committee
- Ordinance & Policy Committee

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.)  
Michael A. Marrs (w/ encls.)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<h1>September 2021</h1>						
			1	2	3	4
5	6	7	8	9	10	11
20 12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<h1>October 2021</h1>						
3	4	5	6	7	8	9
10	11	12	13	14	15	16
20 17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						



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**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: September 1, 2021**  
**RE: Independent Contractor Agreement for Electrical Inspection Services**

---

Per the direction of Village Manager Chasity Wells-Armstrong, I have enclosed the following documents for review and consideration at the September 7, 2021 Committee of the Whole Meeting and action at the September 21, 2021 Special Village Board Meeting:

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR ELECTRICAL INSPECTION SERVICES, with a copy of the Agreement attached as Exhibit "A".

The enclosed Independent Contractor Agreement is the Village Attorney-approved standard template agreement for use with vendors and consultants, such as a part-time electrical inspector. The name and contact information of the selected electrical inspector as well as the compensation or fee schedule, work schedule and scope of work need to be inserted into the Agreement. The enclosed draft approving Resolution will have to be updated with some of that same information.

If there are any questions, please feel free to contact me.

*Mike*

Enclosures

- cc: Chasity Wells-Armstrong, Village Manager (w/ encls.)
- Gwaine Dianne Williams, Village Clerk (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- John West, Director of Public Works (w/ encls.)
- Walter Duncan, Director of Building and Code (w/ encls.)
- Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2021 \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF  
AN INDEPENDENT CONTRACTOR AGREEMENT FOR ELECTRICAL INSPECTION SERVICES**

**(Contractor: \_\_\_\_\_)**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood (the "Village") desire to hire \_\_\_\_\_ to provide electrical inspection services on behalf of the Village, pursuant to the terms and conditions set forth in the Independent Contractor Agreement For Electrical Inspection Services, attached hereto as **Exhibit "A"** and made a part hereof; and

**WHEREAS**, \_\_\_\_\_ desires to perform electrical inspection services on behalf of the Village, pursuant to the terms and conditions set forth in the Independent Contractor Agreement For Electrical Inspection Services, attached hereto as **Exhibit "A"**; and

**WHEREAS**, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Independent Contractor Agreement For Electrical Inspection Services pursuant to its home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and the President and Board of Trustees of the Village find that entering into this Agreement is in the best interests of the Village of Maywood, its residents, property owners, businesses and the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTION 6 OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:**

**SECTION 1:** The President and Board of Trustees of the Village of Maywood authorize and approve of the Independent Contractor Agreement For Electrical Inspection Services with \_\_\_\_\_ (the "Agreement"), a copy of the Agreement being attached hereto as **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 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 Agreement.

**SECTION 2:** The President and Board of Trustees of the Village of Maywood further authorize the appropriation and payment of Village funds to pay its financial obligations under the Agreement as such obligations come due.

**SECTION 3:** This Resolution shall be in full force and effect from and after its adoption and approval in the manner 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 "A"

**INDEPENDENT CONTRACTOR AGREEMENT  
FOR ELECTRICAL INSPECTION SERVICES**

**(Contractor: \_\_\_\_\_)**

(attached)

**INDEPENDENT CONTRACTOR AGREEMENT  
FOR ELECTRICAL INSPECTION SERVICES**

( )

This **INDEPENDENT CONTRACTOR AGREEMENT FOR ELECTRICAL INSPECTION SERVICES** (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2021, by and between the Village of Maywood (the "Village"), an Illinois municipal corporation, with its principal office at 40 Madison Street, Maywood, Illinois 60153, and \_\_\_\_\_ (the "Consultant"), for purposes of the Consultant providing certain electrical inspection services to the Village in the role of electrical inspector. 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"):

<b>Consultant Name ("Consultant")</b>	_____
<b>Address</b>	_____
<b>City, State, Zip Code</b>	_____
<b>Phone</b>	_____
<b>Email</b>	_____
<b>Services/Position Description</b>	_____
<b>Fee for Services</b>	_____
<b>Term and Service Completion Date</b>	<u>subject to termination per Section 6.C. below</u>

**B. Representations of Consultant.** The Consultant represents that he 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 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 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 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 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 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 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 those 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 Maywood 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 his 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 perform under this Agreement. The Contractor's insurance certificates, policies and endorsements shall name the Village and the Village Affiliates (as defined below) as 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 the 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/her 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 to mutually 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/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 Fee for Services 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 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 of, 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 to 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 performance of the Services under this Agreement.

**B. Insurance – Consultant.** The Consultant, at his own cost, shall provide all of his 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 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 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 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 produced or prepared and transfers all his 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: 708-450-6301  
Email: [cwells-armstrong@maywood-il.org](mailto: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 1 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 (as appropriate) and the persons executing this Agreement have been properly authorized to do so by his/her 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 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. 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

**CONSULTANT:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Nathaniel George Booker  
Village President

**BY:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

Date: \_\_\_\_\_, 2021

**ATTEST:** \_\_\_\_\_  
Gwaine Dianne Williams  
Village Clerk

**ATTEST:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Witness

Date: \_\_\_\_\_, 2021

Date: \_\_\_\_\_, 2021

Exhibit "A"

**SCOPE OF SERVICES**

(attached)

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 is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2021 \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF  
AN INDEPENDENT CONTRACTOR AGREEMENT FOR ELECTRICAL INSPECTION SERVICES**

**(Contractor: \_\_\_\_\_)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special 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 roll call 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]



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

DD 312 984 6419  
mamarrs@ktjlaw.com

www.ktjlaw.com

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: September 1, 2021**  
**RE: Proposed Mobile Merchants Regulations –  
Chapter 115 (Peddlers, Solicitors, Itinerant Vendors and Canvassers)  
of Title XI (Business Regulations) of the Maywood Village Code**

Per the direction given at the August 3, 2021 Committee of the Whole Meeting, I have enclosed copies of the following documents for your review and consideration:

1. Ordinance regulating “Mobile Merchants” from the City of Okoboji, Iowa (provided by Trustee Isiah Brandon)
2. Other Ordinances from Illinois regarding “Mobile Merchants”:
  - a. City of Chicago – Mobile Merchants
  - b. Village of Maple Park – Peddlers, Solicitors, Itinerant Merchants
3. Chapter 115 (Peddlers, Solicitors, Itinerant Vendors and Canvassers) of Title XI (Business Regulations) of the Maywood Village Code

Note: The Maywood Village Code currently provides for regulations regarding peddlers, whose definition includes the concept of “mobile merchants” – “A person engaged in business for profit, ... who sells or offers for sale and delivery from any vehicle going from place to place in the Village, any commodity or article, and who carries such commodity or article with him for delivery at the time of sale.” However, the mobile merchant regulation ordinances of the City of Chicago and the City of Okoboji, Iowa give more specific regulatory treatment to mobile merchants.

If the Village Board desires to amend its existing regulations, after receiving direction, we will prepare the necessary Code Amendment Ordinance for consideration and action at a future Committee of the Whole Meeting or Village Board Meeting.

If there are any questions, please 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.)  
Acting Police Chief Elijah Willis (w/ encls.)  
Craig Bronaugh, Fire Chief (w/ encls.)  
Walter Duncan, Director of Building and Code (w/ encls.)  
Angela Smith, Interim Community Development Director (w/ encls.)  
Michael A. Marrs, Village Attorney (w/ encls.)



8/31/21 COA  
BRANDON HANDBOOT  
FOR CODE AMENDMENTS  
PROPOSAL

## ORDINANCE NO. 238

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF OKOBOJI, IOWA, BY REPLACING CHAPTER 122 – “PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS” WITH NEW CHAPTER 122-“MOBILE MERCHANTS”

BE IT ENACTED by the City Council of the City of Okoboji, Iowa

**122.01 PURPOSE.** The purpose of this chapter is to protect residents of the City against fraud, unfair competition and intrusion into the privacy of their homes by licensing and regulating mobile merchants: categorized as- peddlers, solicitors or temporary merchants.

**122.02 DEFINITIONS.** For use in this chapter the following terms are defined:

1. “Peddler” means any person carrying goods or merchandise who sells or offers for sale for immediate delivery such goods or merchandise from house to house or upon the public street. Peddlers are prohibited from parking in one space for a period of longer than 10 minutes.
2. “Solicitor” means any person who solicits or attempts to solicit from house to house or upon the public street any contribution or donation or any order for goods, services, subscriptions or merchandise to be delivered at a future date.
3. “Temporary Merchant” is any merchant engaging in selling or offering for sale food, beverages, goods, wares or other merchandise from a stand, tent, truck, cart, trailer, mobile home or office, recreational vehicle, wagon, vehicle, or other temporary structure on private property not considered a building constructed on a foundation.

**122.03 LICENSE REQUIRED.**

1. No person shall engage in mobile merchant business in the City without first obtaining a license with the exception of those individuals and organizations identified in section 122.20. Only one natural person may engage in such activity under one license.
2. Each mobile merchant shall also obtain necessary licenses and or permits as may be required by City, county, state and federal governing bodies. All mobile merchants shall at all times comply with all applicable City, county, state, and federal laws, rules, and regulations.

**122.04. APPLICATION FOR LICENSE.**

1. All applicants for a license under this Chapter shall complete and submit to the Clerk for review a mobile merchant business license application along with a \$25.00 application fee and the following application information and materials:
  - a. The full name, permanent address and phone number of the applicant, along with at least one form of identification that includes a photograph of the applicant.

- b. If operating a motor vehicle as part of the mobile merchant business, proof of a current operator's license.
  - c. A detailed description of the items to be offered for sale.
  - d. Proof of valid food service license(s) and compliance documentation from the state and/or county health departments if selling/handling/preparing food and/or beverages for human consumption.
  - e. Iowa sales tax permit.
  - f. Insurance certificate as required in section 122.10.
  - g. If operating from a vehicle, the make, model, year, state of registration and license number of the vehicle.
  - h. Plans for disposal of liquid and solid refuse, waste, garbage, trash, and other material used in connection with the mobile merchant business.
2. In addition to those requirements listed in 122.04 (1), temporary merchants who are engaged in business on private property may only do so in the (C-1) General Commercial zoning district, upon receipt of all application materials and receipt of a conditional use permit in accordance with the procedures set forth in Article XVIII. One conditional use permit per calendar year per private property shall be allowed for the purposes of a temporary merchant license. Applicants shall be limited to one temporary merchant license per calendar year. Conditional use permit must be presented as part of application materials. In addition to a valid permit the following information must be supplied:
- a. Date of permit requested (temporary merchant permits shall be valid for 5 consecutive days per calendar year).
  - b. The single address of proposed location of temporary merchant.
  - c. A detailed diagram and/or photograph of proposed site plan. Site plan should show temporary business location, setbacks, parking location, location of restroom if required.
  - d. A detailed diagram and/or photograph of any signage to be used on the mobile stand, cart, motor vehicle or other temporary structure to be used for the mobile merchant business. Such signage shall comply with Article XIII Sign Regulations.
  - e. Written permission for use of the property from the owner if operating on private property.
3. The following factors shall be taken into consideration in determining whether or not any license under this Chapter shall be granted:
- a. Compliance with this Chapter and all other provisions of the Code of Ordinances, including Zoning Ordinances, as well as local, state and federal laws, rules and regulations.
  - b. Zoning district of proposed location.
  - c. Availability of parking, pedestrian and vehicle access, utilities access, handicapped access and emergency vehicle access.
  - d. Likelihood of undue congestion of a public area.
  - e. Likelihood of excessive noise and other adverse impacts on surrounding areas.

**122.05. FEES.** The following license fees shall be paid to the Clerk prior to the issuance of any license.

- 1. \$500.00 for the year (Expires December 31st)

**122.06. LOCATION RESTRICTIONS.**

1. No mobile merchant shall conduct business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant; create or become a public nuisance; increase traffic, congestion or delay; constitute a hazard to life, health or property; or obstruct adequate access for fire, police, sanitation or emergency vehicles.
2. No mobile merchant may sell or attempt to sell to or from the travelled portion of a public street.
3. No mobile merchant shall enter upon any residential premises in the City where the owner or lawful occupant has posted, at the entry to the premises or at the entry to the principal building on the premises, a sign bearing the words "No Peddlers", "No Solicitors" or other words of similar import.

**122.07. DISPLAY OF LICENSE.** Each mobile merchant shall carry and display the current mobile merchant license applicable to the mobile merchant at the location and during all times when engaged in the particular activity for which the license was issued.

**122.08. LICENSE NOT TRANSFERABLE.** Licenses issued under the provisions of this Chapter are not assignable or transferable in any situation and are to be applicable only to the person filing the application.

**122.09. TIME RESTRICTION.** All mobile merchant licenses shall provide that said licenses are in force and effect only between the hours of 8:00 a.m. and 6:00 p.m.

**122.10. INSURANCE.** All mobile merchants shall provide proof of and maintain commercial general liability insurance having a minimum combined single limit of \$1,000,000.00. A certificate of insurance shall be delivered to the Clerk prior to the issuance of a license. The City of Okoboji and its elected and appointed officials, officers, employees, and agents shall be named as additional insureds against any liabilities that may arise in connection with the operation of the mobile merchant business.

**122.11. LIGHTS AND NOISEMAKERS.** No mobile merchant, or anyone acting on the mobile merchant's behalf, shall shout, make any outcry, blow a horn, or use any other sound making device, including loud speakers or amplifiers, or use bright or flashing lights for the purpose of attracting attention to any goods, wares or merchandise that the mobile merchant offers for sale.

**122.12. LITTER.** All garbage, trash, litter and other debris in the immediate vicinity of a temporary merchant's stationary location shall be picked up and collected on a daily basis and adequate receptacles shall be maintained for the same purpose.

**122.13. SALES PROHIBITED ON PUBLIC PROPERTY.** No person, firm, corporation, or other entity shall sell, display, or otherwise offer for sale any merchandise or other materials on any sidewalk, public right-of-way, or public property.

**122.14. REVOCATION OF MOBILE MERCHANT LICENSE.**

1. A mobile merchant license granted under this Chapter shall be revoked if the mobile merchant does or allows to be done any of the following:
  - a. Fails to maintain all necessary licenses and permits required for the operation of the mobile merchant business.
  - b. Fails to comply with all of the provisions of this Chapter, with all other Code of Ordinances, including Zoning Ordinances, and with county, state, and federal laws, rules and regulations.
  - c. Fails to furnish proof of or maintain insurance required by this Chapter.
  - d. Creates or allows to exist a safety hazard or public nuisance under state law or City ordinance, in connection with the mobile merchant business.
  - e. Refuses to allow or resists an inspection of the mobile merchant business by any authorized agent of the City.
  - f. Furnishes any false information on the license application or other documents required under this Chapter.
  - g. Makes a false or misleading statement or representation regarding any article sold or offered for sale as to the source, condition, quality, weight, measure, original cost, or cost of any item sold or offered for sale.
  - h. Operates the mobile merchant business in a manner which, in the reasonable determination of the City, does not adequately protect and preserve the peace, safety, health, welfare, comfort and convenience of the City's residents.

**122.15. NOTICE.** The Clerk shall send a notice to the licensee at the licensee's local address, not less than ten (10) days before the date set for a hearing on the possible revocation of a license. Such notice shall contain particulars of the complaints against the licensee, the ordinance provisions or State statutes allegedly violated, and the date, time and place for hearing on the matter.

**122.16. HEARING.** The Clerk shall conduct a hearing at which both the licensee and any complainants shall be present to determine the truth of the facts alleged in the complaint and notice. Should the licensee, or authorized representative, fail to appear without good cause, the Clerk may proceed to a determination of the complaint.

**122.17. RECORD AND DETERMINATION.** The Clerk shall make and record findings of fact and conclusions of law, and shall revoke a license only when upon review of the entire record the Clerk finds clear and convincing evidence of substantial violation of this Chapter or State law.

**122.18. APPEAL.** If the Clerk revokes or refuses to issue a license, the Clerk shall make a part of the record the reasons therefor. The licensee, or the applicant, shall have a right to a hearing before the Council at its next regular meeting. The Council may reverse, modify or affirm the decision of the Clerk by a majority vote of the Council members present and the Clerk shall carry out the decision of the Council.

**122.19. EFFECT OF REVOCATION.** Revocation of any license shall bar the licensee from being eligible for any license under this Chapter for a period of one year from the date of the revocation.

**122.20. LICENSE EXEMPTIONS.** The following are excluded from the application of this Chapter.

1. Newspapers. Persons delivering, collecting for or selling subscriptions to newspapers.
2. Charities, Nonprofit, Clubs and Lodges. Solicitations and sales by charitable and nonprofit organizations defined and authorized by Iowa Code Chapters 504 and 504(A), or are authorized and organized under statutes or regulations of the United States Government, or approved by the Internal Revenue Service; and nonprofit clubs and lodges that are not ordinarily conducted as a business that do not meet the requirements of Iowa Code Chapter 504 or 504(A).
3. Local Residents and Farmers. Local residents and farmers who offer for sale or distribution of whole fresh fruits, flowers or vegetables.
4. Students. Students representing the Okoboji Community School District and the Spirit Lake Community School District, conducting projects sponsored by organizations recognized by the schools.
5. Route Sales. Route delivery persons who only incidentally solicit additional business or make special sales.
6. Resale or Institutional Use. Persons customarily calling on businesses or institutions for the purposes of selling products for resale or institutional use.
7. Auctioneers. Auctions conducted by auctioneers licensed by the State of Iowa.

**122.21. CHARITABLE AND NONPROFIT ORGANIZATIONS.** Authorized representatives of charitable or nonprofit organizations operating under the provisions of Chapter 504 of the Code of Iowa desiring to solicit money or to distribute literature are exempt from the operation of Sections 122.04 and 122.05. All such organizations are required to submit in writing to the Clerk the name and purpose of the cause for which such activities are sought, names and addresses of the officers and directors of the organization, the period during which such activities are to be carried on, and whether any commissions, fees or wages are to be charged by the solicitor and the amount thereof. If the Clerk finds that the organization is a bona fide charity or nonprofit organization, the Clerk shall issue, free of charge, a license containing the above information to the applicant. In the event the Clerk denies the exemption, the authorized representatives of the organization may appeal the decision to the Council, as provided in Section 122.18 of this Chapter.

REPEALER. All Ordinances or part of Ordinances in conflict with the provision of this Ordinance are hereby repealed

SEVERABILITY CLAUSE. If any Section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any Section, provision or part thereof not adjudged invalid or unconstitutional.

PUBLICATION. The City Clerk/Administrator is hereby authorized and directed to publish this Ordinance in a newspaper of general circulation in Dickinson County, Iowa in conformance with the Iowa law.

WHEREAS, a motion was made by Councilmember Hentges and seconded by Councilmember Mendenhall to consider approval of this Ordinance (first consideration) and upon roll call the following vote was recorded: AYES: Julie Andres, Jim Delperdang, Jim Hentges, Walter Mendenhall, Jerry Robinson; NAYS: None. Said motion to consider approval of this Ordinance (first consideration) was approved by the City Council;

WHEREAS, a motion was made by Councilmember Hentges and seconded by Councilmember Andres to waive the second and third considerations of this Ordinance and upon roll call the following vote was recorded: AYES: Julie Andres, Jim Delperdang, Jim Hentges, Walter Mendenhall, Jerry Robinson; NAYS: None. Said motion to waive the second and third considerations of this Ordinance was approved by the City Council, and therefore, the second and third considerations of this Ordinance were waived;

WHEREAS, a motion was made by Councilmember Mendenhall and seconded by Andres to adopt this Ordinance and upon roll call the following vote was recorded: AYES: Julie Andres, Jim Delperdang, Jim Hentges, Walter Mendenhall, Jerry Robinson; NAYS: None. Said motion to adopt this Ordinance was approved by the City Council. Thereupon, the Mayor declared this Ordinance, passed and approved on the date shown below.

NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Okoboji,

Iowa:

Passed and approved this 27<sup>th</sup> day of July, 2017.



Mary Vander Woude, Mayor

ATTEST:

  
\_\_\_\_\_  
Jason Peters, City Clerk/Administrator

I, the undersigned, hereby certify that I am the duly appointed, qualified and acting City Administrator/Clerk for the City of Okoboji, Iowa, and the foregoing Ordinance was duly adopted by the City Council of the City of Okoboji, on the 27<sup>th</sup> day of July, 2017 and thereafter on the 2nd day of August, 2017, the same was published in the Dickinson County News, a weekly newspaper published in Dickinson County, Iowa.

Dated this 3-1 day of August, 2017.

  
\_\_\_\_\_  
Jason Peters, City Clerk/Administrator



**ARTICLE XXXIII. MOBILE MERCHANTS (4-6-330 et seq.)**

**4-6-330 Mobile merchants.**

(a) *Definitions.* For purposes of this section:

- (1) "Goods" means tangible personal property other than money.
- (2) "Mobile merchant" means a person that offers goods for sale at retail or wholesale from within a motor vehicle.
- (3) "Mobile merchant vehicle" means a motor vehicle used to conduct a mobile merchant business.

(b) *License.*

(1) No person shall conduct business as a mobile merchant without first having obtained a mobile merchant license. A separate license shall be required for each mobile merchant vehicle.

(2) No transfer of ownership shall be allowed on any license issued under this section.

(c) In addition to the general license application requirements, an applicant for a mobile merchant license shall:

(1) submit the following information about the mobile merchant vehicle to be licensed: its make and model, its registered license plate number, and specifications, photos, and plans as to the layout of the spaces that the public may access;

(2) supply the name, if a business, and address of the place where such vehicle will be stored when not in use; and

(3) supply any other information that the Commissioner may reasonably require.

(d) *Insurance – Required.* An applicant for a mobile merchant license shall produce proof to the Commissioner of Business Affairs and Consumer Protection that such applicant has obtained commercial general liability insurance, with limits of not less than \$1,000,000.00 per occurrence, for bodily injury, personal injury and property damage and obtained a commercial automobile liability insurance with limits of not less than \$1,000,000.00, combined single limit, per occurrence for bodily injury and property damage arising in any way from the issuance of the license or activities conducted pursuant to the license. The insurance policy required under this section shall: (1) be issued by an insurer authorized to insure in Illinois; (2) name the City of Chicago as additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the licensee's operations; and (3) include a provision requiring 30 days' advance notice to the Commissioner of Business Affairs and Consumer Protection prior to cancellation or lapse of the policy. If a mobile merchant license is issued to such applicant, such licensee shall maintain the insurance required under this subsection in full force and effect for the duration of the license period.

(e) *Vehicle Requirements.* Every vehicle used by a mobile merchant in the conduct of such business shall comply with the following requirements:

(1) The legal name of the business, and the "doing business as" name, if different, and, if required by state or federal law, the Department of Transportation permit number and registration number, shall appear plainly, distinctly, and legibly in letters and figures at least two inches in height with a one-half inch wide brush stroke in a conspicuous place on both lateral sides of the vehicle, in compliance with 49 C.F.R. § 390.21.

(2) The interior of the vehicle shall be kept in a clean condition.

(3) The vehicle shall be a commercial vehicle as defined by Section 9-4-010(a) and/or (b).

(4) The vehicle shall:

- (A) be a motor vehicle of the second division;
- (B) not be a trailer;
- (C) have only a single deck; and
- (D) not be more than thirty feet in length.

(5) The vehicle shall not be used for any purpose other than a mobile merchant business.

(6) Each mobile merchant vehicle shall be completely enclosed with top and sides.

(7) Any person who operates such vehicle must have a valid driver's license issued by the State of Illinois or another state, district, or territory of the United States.

(8) Each mobile merchant vehicle shall be inspected and maintained by a licensed professional, including mechanics and, if applicable, by professionals who install and maintain safety electrical equipment, as often as necessary but not less than every 90 days, and copies of the last four maintenance reports must be kept in the vehicle at all times while the vehicle is in use.

(9) There shall be no propane or other natural gas in a mobile merchant vehicle, other than any necessary to power the vehicle itself.

(f) *Operation.*

(1) *Vehicle Stops.*

(A) Mobile merchant vehicles shall move from place to place upon the public ways and shall not be operated at a fixed location

except as otherwise provided in this section. It shall be unlawful for any mobile retail licensee to move the vehicle while patrons are in the vehicle.

(B) Mobile merchant vehicle stops shall be made only to be open for business. Operators shall:

- (i) comply with all parking and movement restrictions, including street cleaning, rush hour parking, and snow route parking;
- (ii) park parallel to the curb in a legal parking spot; and
- (iii) limit the number of patrons in the vehicle to ensure safe exit from and entry to the vehicle.

(C) No operator shall operate on any block for longer than the parking meter or signage allows or for longer than four hours, whichever is shorter. Nor shall any operator park, stand, or stop the vehicle:

- (i) within 20 feet of a crosswalk;
- (ii) within 30 feet of an intersection; or
- (iii) adjacent to a bicycle lane.

(D) A stop to service customers shall be considered parking for the purposes of regulation under Title 9 of the Code.

(2) *Private Property.* Operation of a mobile merchant vehicle is not allowed on private property without first obtaining written permission of the owner or lessee of the property. With the permission of the owner or lessee, the four-hour service limit shall not apply. Notwithstanding this provision, no operation of a mobile merchant vehicle is allowed on a privately-owned (A) vacant lot, or (B) lot that includes a vacant building, or combination thereof. For purposes of this subsection, the term "vacant" has the meaning ascribed to the term in Section 13-12-125(e) of this Code.

(3) Mobile merchants shall not interfere with or impede the free flow of traffic on the public way.

(4) Signage or any type of accessory equipment, storage, or display of goods of any kind are prohibited on or over the public way.

(5) No mobile merchant vehicle shall be equipped with any

- (A) electronic sound-amplifying device, or
- (B) oscillating, rotating, or flashing lights.

(6) It shall be unlawful for any mobile merchant to use a portable generator or to connect electrical or utility services over the public way.

(A) Operators shall only use "in-line" electrical generators that are powered by a hard-lined, manufacturer-installed fuel line taken directly from the vehicle's main fuel tank. All other types of generators, including, but not limited to, portable stand-alone and separate-fill generators, many not be used.\*

\* Editor's note – As set forth in Coun. J. 1-15-20, p. 13000, § 3; should likely read "may not be used." Future legislation will correct if needed.

(B) A vehicle must be equipped with (i) a working carbon monoxide detector that meets standards set forth in NFPA 1192-6.4.6; (ii) a multi-purpose fire extinguisher; and (iii) a fire detector.

(C) For vehicles that use an onboard electrical power inverter, the mobile merchant must submit a signed affidavit attesting that: (i) the inverter is certified by Underwriters Laboratory (UL); (ii) the applicant is aware of the maximum capacity of the inverter and will utilize and maintain it according to manufacturer's specifications; and (iii) a licensed mechanic installed and mounted the inverter according to manufacturer's specifications.

(7) The mobile merchant license shall be posted in a conspicuous place in the vehicle to which the public has access by sight. The mobile merchant shall also post an emblem issued by the Department of Business Affairs and Consumer Protection in the front windshield of the vehicle according to the instructions of the Department.

(8) No sales from a mobile merchant vehicle shall be made between the hours of 10:00 P.M. and 6:00 A.M.

(9) Mobile merchant vehicles shall be operated only by the mobile merchant or by an authorized employee of such licensee.

(10) A mobile merchant may only sell goods, and not provide services, from the motor merchant vehicle.

(g) (1) The Department of Business Affairs and Consumer Protection may issue emblems for mobile merchant vehicles to indicate the mobile merchant vehicle license.

(2) The Commissioner of Business Affairs and Consumer Protection, in consultation with the Department of Transportation, Department of Police, and the Office of Emergency Management and Communications, in the interest of preserving public safety or avoiding traffic congestion, may, by rule, set a limit on the number of total mobile merchant licenses that may be issued at any given time.

(h) The City Council has determined that certain street segments would experience detrimental congestion resulting from the presence of mobile merchant operations; accordingly, such operations are prohibited in this Subsection (h).

(Added Coun. J. 1-15-20, p. 13000, § 3)



**VILLAGE OF MAPLE PARK**

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**ORDINANCE NO. 2016-15**

**AN ORDINANCE AMENDING TITLE 4 “BUSINESS AND  
LICENSE REGULATIONS,” CHAPTER 4 “PEDDLERS,  
SOLICITORS, AND ITINERANT MERCHANTS”**

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

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Published in pamphlet form by authority of the Board of Trustees of the Village of Maple Park,  
Kane and DeKalb Counties, Illinois, this 5<sup>th</sup> day of October, 2016.

**ORDINANCE NO. 2016-15**

**AN ORDINANCE AMENDING TITLE 4 "BUSINESS AND LICENSE REGULATIONS," CHAPTER 4 "PEDDLERS, SOLICITORS, AND ITINERANT MERCHANTS"**

**WHEREAS**, it is the intent of the Board of Trustees to protect and preserve the public health, safety, welfare and morals of the citizens of the Village of Maple Park to the full extent allow by law; and

**WHEREAS**, the Village of Maple Park has previously adopted various regulations governing the licensing and the activities of solicitors and peddlers in the Village; and

**WHEREAS**, the Corporate Authorities deem it necessary and advisable to modify said regulations at this time.

**WHEREAS**, the President and Board of Trustees have considered the Proposed Amendments and the recommendation of the Infrastructure Committee, and have determined that adoption of the Proposed Amendments, as set forth in this Ordinance, will serve and be in the best interest of the Village and its residents;

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

**RECITALS.**

**SECTION 1:** The Village of Maple Park Code, as amended, shall be and is hereby amended to modify the regulations governing the licensing and the activities of peddlers in the Village, in words and figures as follows:

**Chapter 4  
PEDDLERS, SOLICITORS, ITINERANT MERCHANTS**

**4-4-1 DEFINITIONS:**

For the purposes of this chapter, the following words, as used herein, shall be construed to have the meanings herein ascribed thereto:

**ITINERANT VENDOR:** Any person who transports tangible personal property for retail sale within the village who does not maintain in the state an established office, distribution house, sales house, warehouse, service center or residence from which such business is conducted; provided, however, this term shall not include any person who delivers tangible personal property within the village who is fulfilling an order for such property which was solicited or placed by mail or other means. It shall be prima facie evidence that a person is an "itinerant vendor" if the person does not transact business from a fixed location or if the person does not own, or lease for a term of at least six (6) months, the property from which business is conducted.

**PEDDLING:** Selling or offering for sale, barter or exchange at retail any goods, wares, merchandise or services of any kind whatsoever by traveling from place to place along the streets of the village or from residence to residence therein, but shall not include solicitation or canvassing for future delivery. "Peddling" may, in some instances, include

the activities of an "itinerant vendor" or "transient merchant", as defined herein. If a peddler is also an "itinerant vendor" or "transient merchant", as defined herein, then those provisions shall also be applicable. To the extent that the provisions of this chapter relative to "peddling" are inconsistent with those relating to "itinerant vendors" and/or "transient merchants", the more restrictive provisions shall apply.

**REGISTERED SOLICITOR AND REGISTERED PEDDLER:** Means and includes any person who has obtained a valid Permit of registration as herein provided, where such Permit is in the possession of, and on the person of, the one soliciting or peddling during all soliciting or peddling.

**REGISTERED TRANSIENT MERCHANT AND REGISTERED ITINERANT VENDOR:** Any person who is a "transient merchant" or "itinerant vendor" as defined herein and who has obtained and has in his possession a valid Permit.

**RESIDENCE:** Means and includes every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.

**SOLICITING:** Means and includes any one or more of the following activities:

- A. Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, insurance, or services of any kind, character or description whatever, for any kind of consideration whatever, all for future delivery; provided, however, that seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication shall not be deemed to be soliciting, and such activities are not regulated by this chapter.
- B. Seeking to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation, or project.

**TRANSIENT MERCHANT:** Any person who is engaged temporarily in the retail sale of goods, wares or merchandise in the village and who, for the purpose of conducting such business, occupies any building, room, vehicle, structure of any kind, or vacant lot; provided, however, this term does not include any person selling goods, wares or merchandise which are raised, produced or manufactured by him, to any person selling vegetables, fruit or perishable farm products at an established village market, to any person operating a store or refreshment stand at a resort, or to any person operating a stand or booth on or adjacent to property owned by him or upon which he resides. It shall be prima facie evidence that a person is a "transient merchant" if the person does not transact business from a fixed location or if the person does not own, or lease for a term of at least six (6) months, the property from which business is conducted.

#### **4-4-2 PERMIT:**

- A. **Permit Required:** A written application for a Permit as herein provided shall be secured by every person desiring to engage in "soliciting" or "peddling", as herein defined, from persons in residences within the village and, in addition, by every person desiring to engage in soliciting from any business, office or manufacturing facility within the village for gifts or contributions of money, clothing or other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation or project.

**B. Application For Permit:**

1. **Application Form; Oath:** Application for a Permit shall be made upon a form provided by and filed with the village clerk. The applicant shall state, under oath, such information requested on the application form as is required by the provisions of this chapter and such other relevant information as determined by the village clerk.
2. **Fingerprints and Photographs:** The village clerk shall require every applicant to submit to fingerprinting in connection with the application for Permit, and the applicant will submit to identification photographing conducted by the village clerk, and such identification photograph shall be affixed to the Permit.

**Criminal History:** Applicant shall provide all necessary information, including releases or authorizations if applicable, to the Chief of Police to conduct a criminal history background check in accordance with this Chapter. Applicant shall be responsible for payment of any fees associated with such criminal history background check. The Chief of Police may transmit such information identified in the criminal history background check, as may be permissible, to the Village President or designee prior to approval of permit.

3. **Prohibited Registrants: No Permit shall be issued:** 1) to anyone seeking to solicit for a charitable or nonprofit association, organization, corporation or project unless such charity or nonprofit group has been previously approved in advance by the village board of trustees which may waive requirement of individual registration and fees if a list of names and addresses of individuals to be involved are supplied to the village clerk; or 2) to any person who has been convicted of the commission of a felony under the laws of the state of Illinois or any other state or federal law of the United States, within five (5) years of the date of the application; or 3) to any person who has been charged or convicted regarding a violent act against person or property, including but not limited to the following: Disorderly Conduct, Harassment, Assault, Battery, Domestic Assault, Domestic Battery, Stalking, Violation of order of protection, or Child endangerment.

**C. Fees:**

1. **Fees Established:** A fee shall be paid at the time of filing the application, as follows:

<b><u>Permit Requested</u></b>	<b><u>Fee</u></b>
One day	\$10.00
More than one day and not more than one week	\$50.00
More than one week	\$100.00

2. **Waiver of Fees:** The village president may waive such fee in his or her discretion, but all fee waivers shall be reported to the village board.

**D. Issuance Or Denial Of Permit; Contents:**

1. Denial: The village president, after consideration of the application and all information obtained relative thereto, shall deny the application if the applicant does not possess the qualifications for such Permit as herein required. Endorsement shall be made by the village president upon the application of the denial of the application.
2. Issuance: When the applicant is found to be fully qualified, the Permit shall be issued by the village president or his or her designee.
3. Time Limit For Action: All applications shall be acted upon by the village president within seven (7) days after receipt of a completed application.
4. Contents: Each Permit shall state the expiration date thereof.

**E. Revocation of Permit:** Any Permit issued hereunder may be revoked by the village president if the holder of the Permit is convicted of a violation of any of the provisions of this chapter, or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a Permit under the terms of this chapter. Immediately upon such revocation, written notice thereof shall be given by the village president to the holder of the Permit in person or by certified U.S. mail addressed to his or her address set forth in the application. Immediately upon the giving of such notice of revocation, the Permit shall become null and void.

**F. Records Kept:** The village clerk shall cause to be kept in his or her office an accurate record of every application received and acted upon together with all other information and data pertaining thereto and of all Permits of registration issued under the provisions of this chapter, and of the denial of applications. Applications for Permits shall be numbered in consecutive order as filed, and every Permit issued, and any renewal thereof, shall be identified with the duplicate number of the application upon which it was issued. (2004 Code)

**4-4-3 NOTICE REGULATING PEDDLERS AND SOLICITORS:**

**A. Notice Requirements:** The owner or occupant of any residence who desires to forbid trespasses by solicitors or peddlers, or unlicensed solicitors and peddlers, may attach or exhibit upon or near the main front door, and the main rear or side door (if any and if to be protected), a card or plaque stating such of the following as may be appropriate, in letters at least one-third inch ( $\frac{1}{3}$ " ) in height:

*SOLICITORS AND PEDDLERS NOT INVITED*

or

*SOLICITORS AND PEDDLERS NOT INVITED UNLESS REGISTERED WITH THE VILLAGE*

**B. Nonexclusive Notice Provided By Village:** For the convenience of residents of the village and for purposes of uniformity, cards or plaques containing the foregoing legend shall be made available by the village. The form of card or plaque provided for in this section shall not be deemed to be an exclusive form of notice. Such card or plaque so exhibited shall constitute sufficient notice to any solicitor of the determination by the occupant of the residence of the information contained thereon.

#### **4-4-4 DUTIES OF SOLICITORS AND PEDDLERS:**

- A. Entry Prohibited Upon Notice:** It shall be unlawful for any person to enter upon any property of another in the village after receiving, immediately prior to such entry, notice from the owner or occupant that such entry is forbidden, or to remain upon the property of another after receiving notice from the owner or occupant to depart.
- B. Notice To Leave Premises:** A person shall be deemed to have received notice from the owner or occupant within the meaning of this chapter if he has been notified personally, either orally or in writing, or if a printed or written notice forbidding such entry has been conspicuously posted at the main entrance to said property or the forbidden part thereof.
- C. Depart Premises Upon Request:** Any solicitor who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant.

#### **4-4-5 UNINVITED SOLICITING OR PEDDLING PROHIBITED:**

- A. Uninvited Soliciting or Peddling Prohibited:** Any person soliciting or peddling who is forbidden entry by notice given in compliance with this chapter shall be deemed guilty of remaining on the property after receiving notice to depart if he shall remain on the property, or if he shall ring the doorbell or knock or create any sound calculated to attract the attention of the occupant.
- B. Exemptions:** Notices exhibited pursuant to this chapter shall not be deemed applicable to and shall not prevent access to residential property by a solicitor or peddler who has received prior invitation, written or oral, from the owner or occupant thereof.

#### **4-4-6 TIME LIMIT ON SOLICITING AND PEDDLING:**

It is hereby declared to be unlawful and shall constitute a nuisance for any person, whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near any door of a residence located thereon, or rap or knock upon any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in "soliciting" as herein defined prior to nine o'clock (9:00) A.M. or after seven thirty (7:30) P.M.

**4-4-7 VIOLATION; PENALTIES:**

- A. Violation; Penalty: Any person, firm or corporation who shall be found guilty by a court of competent jurisdiction of violating any provision of this chapter or of failing to comply with any requirement hereof, or of violating any permit, any approval, or any directive issued under the provisions of this chapter, shall be punishable as provided in section 1-4-1 of this code, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
- B. Reimbursement Of Costs: Any person, firm or corporation who shall be found guilty by a court of competent jurisdiction of violating a provision of this chapter or of failing to comply with any requirement hereof, or of violating any Permit, any approval, or any directive issued under the provisions of this chapter, shall, in addition to the fines provided, be obligated to reimburse the village for its attorney fees, court costs, court reporter costs, and expert witness fees, and all other out of pocket costs incurred by the village in the prosecution of the said violation or violations.
- C. Injunctive Relief: The village may make application to the circuit court for an injunction requiring conformance with this chapter or make such other order as the court deems necessary to secure compliance with this chapter.

**4-4-8 CONSTITUTIONAL RIGHTS:**

Nothing in this chapter shall be interpreted or enforced to deprive any person of any rights guaranteed under the constitutions of the state or the United States.

**SECTION 2: SEVERABILITY.** If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

**SECTION 3: EFFECTIVE DATE.** The provisions of this Ordinance will be in full force and effect upon its passage, approval and publication, in accordance with law.

**PASSED** this 4<sup>th</sup> day of October, 2016, pursuant to roll call vote as follows:

AYES: Dalton, Higgins, Harris, Borg, Dries, Goucher

NAYS: None

ABSENT: None

APPROVED this 5<sup>th</sup> day of October, 2016.



*Kathleen Curtis*

\_\_\_\_\_  
Kathleen Curtis, Village President

ATTEST:

*Elizabeth E. Peerboom*  
\_\_\_\_\_  
Elizabeth Peerboom, Village Clerk



## CHAPTER 115: PEDDLERS, SOLICITORS, ITINERANT VENDORS AND CANVASSERS

### Section

- [115.01](#) Definitions
- [115.02](#) Registration
- [115.03](#) Fraud, misrepresentation
- [115.04](#) Sunday peddling
- [115.05](#) Identification card
- [115.06](#) Entry upon private residence
- [115.07](#) Licenses for peddlers and itinerant vendors

### § 115.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a separate meaning.

**CANVASSER.** A person engaged in the occupation of going from place to place in the Village on the public ways, in commercial establishments, or in or on residence property to contact residents of the Village or other persons in the Village where there is no request, invitation or appointment for such contact.

**ITINERANT VENDOR.** A person engaged in business for profit who conducts a temporary or transient business in the Village of selling commodities, articles or services with the intention of continuing such business in the Village for not more than 120 days and who, in such business, uses, leases or occupies all or part of any structure in the Village for the display of such commodities or articles or in connection with the offering of such services.

**PEDDLER.** A person engaged in business for profit, who sells or offers for sale any commodity or article, traveling from place to place in the Village, or who sells or offers for sale and delivery from any vehicle going from place to place in the Village, any commodity or article, and who carries such commodity or article with him for delivery at the time of sale.

**SOLICITOR.** A person engaged in business for profit going from place to place in the Village, soliciting subscriptions for books, magazines, newspapers or other periodicals or publications, or selling or offering for sale any commodity or article when delivery is not made at the time such sale or subscription is made or entered into, or going from place to place in the Village soliciting orders for photographs, or going from place to place in the Village offering to furnish services or inviting orders for services.

(1997 Code, § 34.01)

### § 115.02 REGISTRATION.

(A) *Required.* Every peddler, solicitor, itinerant vendor and canvasser shall, prior to engaging in such activity, register with the Police Department and furnish in writing the following information and subscribe his name thereto:

- (1) His name and address;
- (2) The name and address of the person by whom he is employed or with whom he is associated;
- (3) The length of such employment or association;
- (4) The place of residence and nature of employment of registrant during the preceding 12 months;
- (5) The nature of the commodities, articles or services registrant is selling or offering for sale or the purpose for which such registrant proposes to canvass in the Village;
- (6) An estimate of the length of time and a statement of the part of the Village in which registrant will pursue his activities;
- (7) The names and addresses of 3 persons who have known registrant for at least 1 year and from whom registrant is willing that inquiry be made to verify the facts stated by registrant;

(8) A personal description of registrant, including fingerprints and other marks of physical identification.

(B) *Verification of registration.* The Police Department shall promptly make such verification of the facts stated by the registrant as the circumstances require and shall complete such verification in not more than 14 days after the filing of the registration statement.

(C) *Waiting period after registration.* It shall be unlawful for any person to engage as a peddler, solicitor, itinerant vendor or canvasser within the Village until a period of 14 days has elapsed from the date on which he has registered and furnished the information required by this chapter, unless prior to the expiration of that 14-day period a representative of the Police Department advises the registrant that the facts stated by him in compliance with the registration requirement have been sufficiently verified.

(D) *Falsification of information.* It shall be unlawful for any person to engage as a peddler, solicitor, itinerant vendor or canvasser within the Village if any of the information furnished by him as required by this chapter, which is material to his character and responsibility or to the activity he proposes to engage in, has been falsely stated.

(E) *Diseased persons.* No person afflicted with or a carrier of any epidemic or contagious disease shall act as peddler, solicitor, itinerant vendor or canvasser within the Village.

(1997 Code, § 34.02) [Penalty, see § 10.99](#)

#### § 115.03 FRAUD, MISREPRESENTATION.

No peddler, solicitor, itinerant vendor or canvasser shall perpetrate any fraud, cheat or misrepresent.

(1997 Code, § 34.03) [Penalty, see § 10.99](#)

#### § 115.04 SUNDAY PEDDLING.

No licensed peddler shall carry on his trade in the Village on Sundays.

(1997 Code, § 34.04) [Penalty, see § 10.99](#)

#### § 115.05 IDENTIFICATION CARD.

(A) Every peddler, solicitor, itinerant vendor, itinerant dealer in secondhand clothes, canvasser and helper of a peddler, solicitor, itinerant vendor, itinerant dealer in secondhand clothes, or canvasser shall, prior to engaging in such activity in the Village, secure an official Village identification card through the Police Department by the following procedure:

(1) Pay \$5 for the cost of the identification card;

(2) Give the following information to the police desk officer who shall type it on a master identification card: the name and address of the firm represented by the applicant, the name of the individual issued the permit, the address of the individual issued the permit, and the article or types of articles handled by the applicant;

(3) Sign his name to the master identification card;

(4) Affix his right thumbprint to the master identification card;

(5) The master identification card shall be completed by the Police Department as follows:

(a) A number shall be placed on each master identification card, chronologically, beginning with the number 1,001;

(b) Fill in an expiration date, not more than 1 year later than the date of the application, after the prefix "expires;"

(c) Affix the initials of the Police Chief or his designated representative after the above information and thumbprint is filled in and made;

(6) Appear at the place indicated by the Police Department for a photograph and completion of the identification card.

(B) As a condition of receiving such identification card and to guarantee its return, such person shall deposit with the Village the sum of \$15. Every peddler, solicitor, itinerant vendor, itinerant dealer in secondhand clothes, canvasser or helper shall, on completing his activity as such in the Village,

surrender his identification card to the Police Department within 90 days and upon doing so the Village shall refund to him his deposit of \$15. In case any such identification card is lost, stolen or mutilated, it is the duty of such person to report such fact to the Police Department with his statement of the circumstances. The Police Department shall conduct such investigation as is necessary, and upon payment by the applicant of \$10, a duplicate card shall be issued, marked "duplicate" in the manner described above. It shall be the duty of the Police Department, not more than 14 days after such person has furnished the information required of him in this chapter, and upon the deposit of \$15 as provided in this section, to issue such person his identification card and keep a record of the number of each identification card issued and the name and address of the person to whom it has been issued, provided the applicant has no criminal or subversive record of arrest.

(C) It shall be the duty of any such person to wear in a conspicuous place on his outer garment the identification card issued to him by the Police Department as provided in this section. It shall be unlawful for any person to engage as a peddler, solicitor, itinerant vendor, itinerant dealer in secondhand clothes, canvasser or helper within the Village without so wearing and displaying his identification card.

(1997 Code, § 34.05) (Ord. 55-5, passed 7-20-1955; Am. Ord. C0-00-26, passed 12-4-2000)

§ 115.06 ENTRY UPON PRIVATE RESIDENCE.

(A) No peddler, solicitor or canvasser shall go on or upon any private residence in the Village having been requested or invited to do so by the owner or occupant of the private residence for the purpose of pursuing his business of peddling or soliciting if there is posted at a place that can be readily seen by one approaching the front door of the residence a sign in letters not less than 1 inch high the legend "No Peddlers," "No Solicitors," or "No Canvassers," or words of similar import.

(B) No peddler, solicitor or canvasser shall go on or upon any private residence in the Village for the purpose of canvassing or of pursuing his business of peddling or soliciting, without having been requested or invited to do so by the owner or occupant of the private residence, before the time of sunrise or after the time of sunset.

(1997 Code, § 34.06)

§ 115.07 LICENSES FOR PEDDLERS AND ITINERANT VENDORS.

(A) *Required.* No person shall engage in or conduct the business of a peddler or itinerant vendor without a license from the Village. The fee shall be as set forth in § 110.13.

(B) *Application.* Application for the license required by this section shall be accompanied by a copy of the applicant's registration statement filed with the Police Department. It shall state what commodities or articles the applicant proposes to sell or deal in. In case of an itinerant vendor, it shall state the address at which he intends to conduct his business. In the case of a peddler, it shall state whether he proposes to peddle from a vehicle or from a pack carried by him. The applicant shall exhibit his certificate of registration under the Retailers Occupation Tax Act of Illinois and shall write such certificate number on his application. An applicant for a license as an itinerant vendor shall also produce his state license as an itinerant vendor and the Director of Finance shall, at the time he delivers the Village license, endorse on such state license the words "local license fees paid" over his signature and the date of the endorsement.

(C) *Issuance.* Upon receipt of the application required by this section and the payment by such applicant of the license fee, the Director of Finance shall cause the appropriate license to be issued.

(1997 Code, § 34.07)



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**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: September 1, 2021**  
**RE: Amendments to Fiscal Year 2021/2022 Budget (Amendment No. 1)**

Per the request of Village Manager Chasity Wells-Armstrong and Finance Director Lanya Satchell, I have enclosed the following document for consideration, discussion and action at the September 7, 2021 Committee of the Whole Meeting and action at the September 21, 2021 Special Village Board Meeting:

ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021/2022 (MAY 1, 2021 THROUGH APRIL 30, 2022) VILLAGE OF MAYWOOD BUDGET (Amendment No. 1).

NOTE: Village staff will provide the budget amendment document that will be discussed and then be attached to the enclosed Ordinance as **Exhibit "A"**. The Fiscal Year 2021/2022 (May 1, 2021 Through April 30, 2022) Village of Maywood Budget was approved by Ordinance CO-2021-04 on March 16, 2021.

**Budget Amendment Procedure – Illinois Budget Statute and Village Investment and Fiscal Policy**

Under the budget officer statute (65 ILCS 5/8-2-9.1 *et seq.*; Section 36.09 of the Maywood Village Code) that the Village is subject to, the Village is only authorized by State law to spend monies that have been previously appropriated in the annual Budget. Pursuant to 65 ILCS 5/8-2-9.6 and Section 36.09(D) of the Village Code, **the annual Budget may be amended from time to time upon approval of two-thirds (2/3rds) of the Corporate Authorities, which requires an affirmative vote by 5 of 7 Village Board members to account for changes in the priorities of the Village expenditures, changes in projects, capital improvements, personnel and fluctuations in revenues and unanticipated expenses during the Budget year.** It is common practice for the Village (and other municipalities) to review its annual Budget and approve amendments to the Budget so that the "Village-approved appropriations" set forth in the Budget match the expenses that are paid out during the fiscal year which are covered by the Budget.

Article IX (Investment and Financial Performance Reporting) of the Village's Investment and Fiscal Policy requires the Village to operate within a "Balanced Budget" (as defined in the Policy) throughout each fiscal year:

**IX. INVESTMENT AND FINANCIAL PERFORMANCE REPORTING**

\* \* \*

Balanced Budget. **The Village shall operate within a Balanced Budget (as defined herein) in each fiscal year.** Not later than forty-five (45) days before the end of each

fiscal year, the Finance Director must submit to the President and Board of Trustees the proposed Balanced Budget for the next fiscal year. "Balanced Budget" means, with respect to a Fiscal Year, a budget in each case approved by the Board of Trustees in which (i) the amount of projected revenues and the amount of projected expenses are equal, and (ii) any prior year encumbrance (e.g., an expense incurred in the immediately preceding fiscal year but not paid until the current fiscal year) is reflected in such budget as an expense which is offset by a corresponding prior year fund balance relating to such expense included in such budget. (emphasis added.)

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.)  
Steve Kuptz, Village Treasurer (w/ encl.)  
Michael A. Marrs, Assistant Village Attorney (w/ encl.)

**ORDINANCE NO. 2021-CO-\_\_**

**AN ORDINANCE AUTHORIZING  
CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021/2022  
(MAY 1, 2021 THROUGH APRIL 30, 2022) VILLAGE OF MAYWOOD BUDGET  
(Amendment No. 1)**

**WHEREAS**, the Corporate Authorities of the Village of Maywood adopted and approved the Village's Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022) under Ordinance Number CO-2021-4 on March 16, 2021; and

**WHEREAS**, pursuant to 65 ILCS 5/8-2-9.6, the annual Budget may be amended from time to time upon approval of two-thirds (2/3rds) of the Corporate Authorities; and

**WHEREAS**, the Corporate Authorities have determined that it is necessary to make certain amendments to the Fiscal Year 2021/2022 Budget in an effort to achieve a balanced Fiscal Year 2021/2022 Budget and to more accurately reflect actual revenues and expenditures for Fiscal Year 2021/2022 in accordance with the Amended Budget attached hereto and made a part hereof as Exhibit "A".

**BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each of the Whereas paragraphs set forth above in this Ordinance is incorporated by reference into and made a part of this Section 1 as if fully set forth herein.

**SECTION 2:** The Corporate Authorities of the Village of Maywood approve the amendments to the Village's Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022) as adopted and approved under Ordinance Number CO-2021-4 in accordance with the transfers, revisions, additions and deletions as set forth in Exhibit "A" attached hereto and made a part hereof.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

**SECTION 4:** Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict.

**ADOPTED** this \_\_\_ day of September, 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 this \_\_\_\_ day of September, 2021.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

Published by me, as Village Clerk, in pamphlet form this \_\_ day of September, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**Exhibit "A"**

**AMENDED FISCAL YEAR 2021/2022  
(MAY 1, 2021 THROUGH APRIL 30, 2022) VILLAGE OF MAYWOOD BUDGET  
(Amendment No. 1)**

(attached)

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 AUTHORIZING  
CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021/2022  
(MAY 1, 2021 THROUGH APRIL 30, 2022) VILLAGE OF MAYWOOD BUDGET  
(Amendment No. 1)

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_ day of September, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_ day of September, 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 September, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]



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September 1, 2021

**TENTATIVE VILLAGE OF MAYWOOD FISCAL ADOPTION SCHEDULE  
FOR 2021 REAL ESTATE TAX LEVY AND 2022/2023 OPERATING BUDGET**

**Monthly Actions Required by the Village’s Fiscal and Investment Policy**

**Finance Director and Village Treasurer forward to the Board of Trustees a report on the state of the Village’s investment portfolio, which shall include a review of the performance of the portfolio and a projection of future performance based upon the prior year’s results. [Fiscal and Investment Policy (FIP) § IX(1)(a)].**

**By the 21<sup>st</sup> day of each month, the Finance Director shall prepare a budget-to-actual report for such month for (1) all funds of the Village, taken together, (2) the Village’s Water and Sewer Fund and (3) the Village’s Garbage Fund. [FIP § IX(4)(a)].**

**Prior to the second meeting of the Village Board each month (or, if the second meeting of the Board precedes the 21st day, at the first meeting of the Village Board during the next month), the Fiscal Accountability & Government Transparency shall meet to review the monthly budget-to-actual cash flow statement with the Finance Director. [FIP § IX(4)(a)].**

**At the second meeting of the Village Board each month (or, if no meeting is held, at the first meeting held by the Village Board during the next month), the Finance Director or Fiscal Accountability & Government Transparency shall report to the Village Board with respect to such monthly budget-to-actual cash flow statement and the proposed action, if any, to be taken by the Village with respect to the remainder of the then-current fiscal year as a result of such monthly budget-to-actual cash flow statement. [FIP § IX(4)(a)].**

**Quarterly Actions Required by the Village’s Fiscal and Investment Policy**

**By the 30<sup>th</sup> day of the month following the end of the fiscal quarter, the Finance Director shall submit to the Village Board a report showing the actual versus budgeted revenues and expenses for such fiscal quarter (a “quarterly budget-to-actual cash flow statement”). [FIP § IX(4)(b)].**

**Maywood’s Budget Operates on a Fiscal Year Basis:**

**May 1st to April 30th**

**[1st Quarter: May to July; 2nd Quarter: August to October;**

**3rd Quarter: November to January; and 4th Quarter: February to April]**

**2021**

**October, 2021 Committee of the Whole (“COW”) Meeting and Village Board Meeting**

**Presentation by Fiscal Accountability & Government Transparency, Village Manager and Finance Director of Estimated 2021 Real Estate Tax Levy.**

## October, 2021 – Action

Within 180 days after the end of the fiscal year, the Finance Director shall provide to the Board of Trustees a copy of the statement of financial position of the Village as of the end of the most recently-completed fiscal year, along with the related statements required by the Investment Policy, all as audited or reviewed by the Village Auditor. [FIP § IX(3)(b)].

## November, 2021 – COW Meeting and Regular Meeting of the Board of Trustees

**November 3, 2021 COW Meeting:** Presentation by Village Manager and Finance Director of final Estimated 2021 Real Estate Tax Levy.

**November 16, 2021 Village Board Meeting:** Approval of a Resolution Estimating Amount of 2021 Real Estate Tax Levy [35 ILCS 200/18-60; **2021 Tax Levy Estimate must be determined by the Village Board at least 20 days prior to adoption of Tax Levy Ordinance**].

## Late November, 2021 – Actions

If a Truth in Taxation Public Hearing is necessary because the estimated tax levy will exceed 105% of last year's final aggregate levy, including any amount abated before extension, publish notice of December 1, 2021 Truth In Taxation Public Hearing in Local Paper [35 ILCS 200/18-70 and 18-75; notice must be published not more than 14 nor less than 7 days before the public hearing; **target publication date: *Chicago Sun Times* or *Chicago Tribune*: Wednesday, November 24, 2021 and *Village Free Press*: Wednesday, November 24, 2021**]. If estimated tax levy is less than 105%, no hearing need be held, but it is recommended for transparency's sake.

## Late November, 2021 – Action

Finance Director submits to the COW / Village Board a report showing the actual versus budgeted revenues and expenses for such fiscal quarter (a "quarterly budget-to-actual cash flow statement"). [FIP § IX(4)(b)].

## December 7, 2021 – COW Meeting of the Board of Trustees

Conduct the 2021 Real Estate Tax Levy Public Hearing (Truth In Taxation) [35 ILCS 200/18-70].

## Early December, 2021 – Fiscal Accountability & Government Transparency Meeting(s)

Review and consider changes to the Tax Levy per direction of the Village Board as a result of December 1, 2021 Tax Levy Hearing (**only if necessary**).

## December 14, 2021 – Regular Meeting of the Board of Trustees

Approval of the 2021 Real Estate Tax Levy Ordinance.

## Week of December 13, 2021 – Filing Date

The 2021 Real Estate Tax Levy Ordinance must be filed with the Cook County Clerk's Office no later than the Last Tuesday of the Calendar Year [65 ILCS 5/8-3-1; 35 ILCS 200/18-90].

**Because of the Holidays, it is advisable to file a certified copy of the Tax Levy Ordinance on or prior to Friday, December 17, 2021.**

**Week of December 20, 2021 – Actions**

If adopted Real Estate Tax Levy exceeds Estimated Levy, the Village must publish notice of adopted Real Estate Tax Increase within 15 days of adoption of Real Estate Tax Levy Ordinance [35 ILCS 200/18-85].

Finance Director and Community Development Department Director must send to Cook County Assessor's Office copies of final occupancy permits for all new construction within the Village issued in 2021 so that "new growth" can be captured. **[This should be done quarterly or semi-annually.]**

**2022**

**NOTE: YEAR 2021/2022 BUDGET AMENDMENT PROCESS CONTINUES THROUGH APRIL 30, 2022 TO ACCOUNT FOR GRANTS, OTHER UNANTICIPATED REVENUES AND EXPENSES.**

**January/February/March/April, 2022 – Fiscal Accountability & Government Transparency Meetings and COW Meetings**

Staff and Fiscal Accountability & Government Transparency review of Draft FY 2022/2023 Operating Budget in preparation of Public Hearing.

**Prior to February 28, 2022 – Action**

Finance Director submits to the COW / Village Board a report showing the actual versus budgeted revenues and expenses for such fiscal quarter (a "quarterly budget-to-actual cash flow statement"). [FIP § IX(4)(b)].

**March/April, 2022 – Actions**

**Publish Notice of March or April, 2022 Public Hearing on Draft FY 2022/2023 Operating Budget [per 65 ILCS 5/8-2-9.9, publish at least one week prior to hearing in local newspaper].**

**Publication of Draft FY 2022/2023 Operating Budget by Village Clerk in pamphlet form [per 65 ILCS 5/8-2-9.9, required to be published at least 10 days prior to adoption of final Budget and at least one week prior to public hearing].**

**Note:** Budget must contain "Estimate of Revenues" pertaining to the revenues that the Village anticipates receiving during the fiscal year covered by the FY 2022/2023 Operating Budget. The Finance Director must certify the revenue estimate in the Budget document.

**Early March or Early April, 2022 – COW Meeting of the Board of Trustees**

Conduct Public Hearing on Draft FY 2022/2023 Operating Budget [65 ILCS 5/8-2-9.9] and close Public Hearing.

### **Mid-March or Mid-April, 2022 – Fiscal Accountability & Government Transparency Meeting(s)**

Review and make changes to Budget as a result of Public Hearing.

### **Mid to Late March or April, 2022 – Regular Meeting of the Board of Trustees**

Adoption of FY 2022/2023 Operating Budget [per 65 ILCS 5/8-2-9.4, the Operating Budget must be adopted before the start of the new Fiscal Year, which begins on May 1, 2022].

Post IMRF Notice of “Summary Statement” of total compensation packages for each Village employee having a total compensation package that exceeds \$75,000 per year --- **within six (6) days of approving the Operating Budget.**

### **Late April or Early May, 2022 – Filing Date**

FY 2022/2023 Operating Budget **must be filed within 30 days of adoption** with the Cook County Clerk [35 ILCS 200/18-50].

### **Prior to May 31, 2022 – Action**

Finance Director submits to the Village Board a report showing the actual versus budgeted revenues and expenses for such fiscal quarter (a “quarterly budget-to-actual cash flow statement”). [FIP § IX(4)(b)].

### **OMA Notice of IMRF Employee Compensation Packages**

Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) (“OMA”) requires two postings be maintained by public bodies who have employees that are members of IRMF, and the postings must be updated on an “as needed” basis. **These two Notice requirements are mandated by Public Act 97-609, which became effective on January 1, 2012:**

1. Posting of a “Summary Statement” of total compensation packages for each Village employee having a total compensation package that exceeds \$75,000 per year needs to be posted per the attached Notice --- **within six (6) days of approving each annual budget.**
2. Posting of a “Summary Statement” of total compensation packages for each Village employee having a total compensation package that exceeds \$150,000 per year needs to be posted per the attached Notice --- **at least six (6) days before approving an employee’s compensation package that is equal to or in excess of \$150,000 per year, the employer must post on its website the total compensation package for that employee (e.g., six (6) days in advance of a new Executive Director’s employment contract being approved by the Board of Directors, this Notice must be updated to reflect the contract under consideration).**

In the past, I have provided Village staff with template Notices for placement on Village letter head and posting as required by Section 7.3 of OMA.

**The Summary Statements should include the Village job titles / positions and the dollar amount of total compensation package associated with the job title / positions.**

Section 7.3 of the Open Meetings Act: Duty to post information pertaining to benefits offered through the Illinois Municipal Retirement Fund.

- (a) **Within 6 business days after an employer participating in the Illinois Municipal Retirement Fund approves a budget, that employer must post on its website the total compensation package for each employee having a total compensation package that exceeds \$75,000 per year.** If the employer does not maintain a website, the employer must post a physical copy of this information at the principal office of the employer. **If an employer maintains a website, it may choose to post a physical copy of this information at the principal office of the employer in lieu of posting the information directly on the website; however, the employer must post directions on the website on how to access that information.**
  
- (b) **At least 6 days before an employer participating in the Illinois Municipal Retirement Fund approves an employee's total compensation package that is equal to or in excess of \$150,000 per year, the employer must post on its website the total compensation package for that employee.** If the employer does not maintain a website, the employer shall post a physical copy of this information at the principal office of the employer. **If an employer maintains a website, it may choose to post a physical copy of this information at the principal office of the employer in lieu of posting the information directly on the website; however, the employer must post directions on the website on how to access that information.**
  
- (c) For the purposes of this Section, **"total compensation package" means payment by the employer to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted.**

If there are any questions, please contact me.

*Mike*

cc: Village President Nathaniel George Booker and Board of Trustees  
Gwaine Dianne Williams, Village Clerk  
Chasity Wells-Armstrong, Village Manager  
Lanya Satchell, Finance Director  
Steve Kuptz, Village Treasurer  
Michael A. Marrs

**MEMORANDUM**

**To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**

**From: Michael T. Jurusik**

**Date: September 1, 2021**

**Re: Amendments to Rules and Regulations (“BFPC Rules”) for Lateral Hiring Program for Entry Level Police Officers**

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Based on a request from Village Manager Chasity Wells-Armstrong and Acting Police Chief Elijah Willis, I have enclosed the following documents for review and consideration at the September 7, 2021 Committee of the Whole Meeting and action at the September 21, 2021 Special Village Board Meeting:

1. ORDINANCE AMENDING SECTION 31.21 (BOARD OF FIRE AND POLICE COMMISSIONERS) OF THE MAYWOOD VILLAGE CODE REGARDING ADOPTING A LATERAL HIRING PROGRAM FOR ENTRY LEVEL POLICE OFFICERS
2. Draft updated, redlined text version of the current Village of Maywood Board of Fire and Police Commissioners Rules and Regulations.

On September 9, 2021, the Maywood Board of Fire and Police Commissioners (“BFPC”) will conduct a meeting to review and consider approval of an updated version of the Village of Maywood Board of Fire and Police Commissioners Rules and Regulations to adopt and implement a lateral hire program for entry level police officers to allow the Village to hire several replacement police officers for the following reasons: (1) the police academies are closed due to COVID-19; (2) to help minimize overtime that is being incurred because the Maywood Police Department has several budgeted vacancies to fill; and (3) the current Police Department labor contract does not allow the Village to hire part-time police officers.

The enclosed Code Amendment Ordinance authorizes the BFPC to adopt updated Rules for implementation of the lateral hire program and to adopt Rules that provide that the maximum age limitation and preference points, as provided for in the Board of Fire and Police Commissioners Act (65 ILCS 5/10-2.1-1 *et seq.*), do not apply to the Village’s lateral hiring process for entry level police officers.

If there are any questions, please feel free to contact me.

*Mike*

**Enclosures**

cc: Board of Fire and Police Commissioners, Village of Maywood (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Gwayne Dianne Williams, Village Clerk (w/ encls.)  
Elijah Willis, Acting Police Chief (w/ encls.)  
Craig Bronaugh, Fire Chief (w/ encls.)



ORDINANCE NO. CO-2021 - \_\_\_\_

**AN ORDINANCE AMENDING  
SECTION 31.21 (BOARD OF FIRE AND POLICE COMMISSIONERS)  
OF THE MAYWOOD VILLAGE CODE REGARDING ADOPTING  
A LATERAL HIRING PROGRAM FOR ENTRY LEVEL POLICE OFFICERS**

**WHEREAS**, at open public meetings on September 7, 2021 and September 21, 2021, the President and Board of Trustees of the Village of Maywood discussed amending certain provisions of Chapter 31 (Departments, Boards, and Commissions) of Article III (Administration), as set forth below in this Ordinance, to adopt a lateral hiring program for entry level police officers for use by the Maywood Board of Fire and Police Commissioners (the "Code Amendments"); and

**WHEREAS**, pursuant to the home rule powers and statutory authority set forth in the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including 65 ILCS 5/10-2.1, and Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the Village President and Board of Trustees find it to be in the best interests of the Village of Maywood ("Village") and its residents, property owners, business owners and the public to approve the Code Amendments.

**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:** Section 31.21 (Board of Fire and Police Commissioners) of Chapter 31 (Departments, Boards, and Commissions) of Article III (Administration) of the Maywood Village Code is amended to add a new Subsection 31.21(G) (Lateral Hire Process For Entry Level Police Officers), which shall read in its entirety as follows (new text is marked with underlining):

"(G) Lateral Hire Process For Entry Level Police Officers. The Board of Fire and Police Commissioners are authorized to adopt amended Rules and Regulations to enact and implement a "LATERAL HIRE PROCESS FOR ENTRY LEVEL POLICE OFFICERS" for the purpose of expanding the pool of eligible candidates for original appointment to include trained individuals whose skills and level of experience meet specific and definable needs of the Police Department. As an alternate method of original appointment, the Board may consider individuals for lateral appointment to the entry level police officer position. In addition, the Board is authorized to amend the Rules and Regulations to provide that the maximum age limitation and preference points do not apply to the Village's lateral hiring process for entry level police officers."

**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 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 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 7:** 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 \_\_\_\_ day of September, 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 \_\_\_\_ day of September, 2021.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this \_\_\_\_ day of September, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Village 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. CO-2021-\_\_\_\_\_**

**AN ORDINANCE AMENDING  
SECTION 31.21 (BOARD OF FIRE AND POLICE COMMISSIONERS)  
OF THE MAYWOOD VILLAGE CODE REGARDING ADOPTING  
A LATERAL HIRING PROGRAM FOR ENTRY LEVEL POLICE OFFICERS**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_\_ day of September, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_\_ day of September, 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 September, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]



**RULES AND REGULATIONS**  
**OF THE**  
**BOARD OF FIRE AND POLICE COMMISSIONERS**  
**VILLAGE OF MAYWOOD**  
**STATE OF ILLINOIS**

**ADOPTED:** \_\_\_\_\_, **2008**

**REVISED:** \_\_\_\_\_, **2021~~10~~**

**PUBLISHED:** \_\_\_\_\_ **2021**\_\_\_\_\_

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**RULES AND REGULATIONS  
OF THE  
BOARD OF FIRE AND POLICE COMMISSIONERS  
OF THE  
VILLAGE OF MAYWOOD  
STATE OF ILLINOIS**

As adopted by the Board of Fire and Police Commissioners of the Village of Maywood, Illinois, effective, as amended \_\_\_\_\_, 2010. This version of the Rules of the Board of Fire and Police Commissioners was approved and adopted by a three to zero vote of the Board of Fire and Police Commissioners of the Village of Maywood, Illinois, at public meeting held on August \_\_\_\_\_, 2021. The effective date of these Rules is August \_\_\_\_\_, 2021, which is at least ten (10) calendar days after publication of notice of amendments per 65 ILCS 5/10-2.1-15; Publication date in the Chicago Sun-Times and the Village Free Press: August 11, 2021. These Rules have been amended and approved on the following dates: \_\_\_\_\_, 2010 and August \_\_\_\_\_, 2021.

**CHAPTER I ADMINISTRATION**

**SECTION 1 - SOURCE OF AUTHORITY.**

The Board of Fire and Police Commissioners of the Village of Maywood , Illinois (the “Board” or “Commission” or “Commissioners”) derives its power and authority from an Act of the General Assembly entitled, "Division 2.1 Board of Fire and Police Commissioners", of Chapter 65 of the Illinois Compiled Statutes (the “Act”). These Rules were approved by the Board pursuant to power and authority derived from the Act, the Fire Department Promotion Act (50 ILCS 742/), and the applicable state laws governing collective bargaining agreements and the collective bargaining agreements and any related “side letter agreements” entered into by the Village of Maywood (the “Village”) and the members of the bargaining units that represent full-time, sworn firefighters and police officers. These Rules shall be implemented in compliance with existing laws and consistent with the Equal Employment Opportunity Commission (“EEOC”) Regulations and shall prohibit discrimination based on any legally protected status. Any amendments to the Act or to the Fire Department Promotion Act are automatically incorporated by reference into these Rules and shall supersede the provisions set forth in these Rules. Any provision of these Rules, as amended, that conflicts with the state laws governing collective bargaining agreements or with any provision of any collective bargaining agreements and any related “side letters” currently in effect or that are entered into by the Village with the members of the bargaining units that represent full-time, sworn firefighters and police officers shall not be enforced. In the event of such a conflict, the state laws governing collective bargaining agreements or the collective bargaining agreements and any related “side letters” shall control.

These Rules apply to the operation, control and administration of the Board, and apply to original appointments, promotions and hearings related to members of the Maywood Fire Department and the

Maywood Police Department. These Rules shall not be construed to govern the operation of or the conduct of the members of either the Fire Department or the Police Department, unless expressly stated herein and approved by ordinance passed by the corporate authorities of the Village of Maywood. Any references to certain provisions of the Act or other laws set forth below in these Rules are merely provided as general reference points and are not to be construed as a limitation on the Village's use of its statutory authority to adopt certain regulations that are in accordance with the Act or other applicable laws, or to comply with or enforce any regulations or updated regulations passed after the adoption of these Rules that are not cited in these Rules. 65 ILCS 5/10-2.1-5.

## **SECTION 2 - DEFINITIONS.**

The word "Commission" and/or "Board" wherever used shall mean the Board of Fire and Police Commissioners of the Village of Maywood, Illinois. The word "Officer" shall mean any person holding a permanent office in the Police or Fire Department of the Village of Maywood, Illinois. The masculine noun or pronoun includes the feminine. The singular includes the plural, and the plural the singular.

## **SECTION 3 - OFFICERS OF BOARD AND THEIR DUTIES.**

The Board shall annually, at its first meeting in January elect a Chairman and a Secretary. They shall hold office until the end of the fiscal year of the municipality and until their successors are duly elected and qualified. The Chairman shall be the presiding officer at all meetings. The Secretary shall keep the Minutes of all meetings of the Board in a permanent record book and shall be the custodian of all the forms, papers, books, records and completed examinations of the Board.

## **SECTION 4 - MEETINGS.**

- a) Regular meetings shall be held monthly. Notice shall be posted and meetings shall be open to the public.
- b) Special meetings shall be open, notice thereof to be posted forty-eight (48) hours prior to convening, called by the filing of a notice in writing with the Secretary of the Board and signed either by the Chairman of the Board or any two members thereof. This notice shall contain a brief statement of the business to be submitted for the consideration of the Board at such special meetings, and shall set forth the time and place of such special meeting, and no other business shall be considered at such special meeting unless by unanimous consent of the Board.
- c) During any regular or special meeting a closed session may be held upon a proper motion made by any single member of the Board for the purpose of discussing personnel. Closed sessions may be limited to Board members and such invited persons as the Board may deem necessary. The secretary will record the motion to close the meeting, record the roll call vote of the members on said motion and keep

minutes of the closed session. An audio or video record of each closed session will be maintained by the Secretary of the Board and, after a minimum of 18 months, shall be disposed of in accordance with the provisions of the Open Meetings Act.

- d) Public notice of any regularly scheduled or special meeting shall be held in accordance with the Open Meetings Act, Illinois Compiled Statutes, Chapter 5, Sections 120/1-120/5.
- e) If a member is unable to be physically present at a meeting of the Board, whether it be for health related reasons, the need to conduct personal business or the business of the Board, or due to a personal or family emergency, that member may attend and participate at a Board meeting by telephonic or other electronic means provided that a quorum of the Board's members are physically present at the meeting and vote to approve the attendance of the missing member(s) by way of telephonic or other electronic means. The minutes of the meeting shall reflect, by name, those members of the Board who are physically present as well as those attending by telephonic or other electronic means. Notice that a board member will be in attendance and participating at a Board meeting, not in person but electronically, shall be provided to the Board's recording secretary or the municipal

#### **SECTION 5 - QUORUM.**

A majority of the members of the Board shall constitute a quorum for the conduct of all business.

#### **SECTION 6 - ORDER OF BUSINESS.**

The order of business at any meeting shall be:

- a) Approval of the Minutes
- b) Communications
- c) Unfinished Business
- d) New Business
- e) Adjournment

#### **SECTION 7 - PROCEDURE.**

The parliamentary procedure prescribed in Robert's "Rules of Order" shall be followed as far as applicable.

#### **SECTION 8 - AMENDMENTS.**

Amendments to the rules of the Board may be made at any meeting of the Board. All amendments shall forthwith be printed for distribution and notice shall be given of the place or places where said rules may be obtained. Such notice shall be published in a newspaper of general circulation in the

City. The notice shall specify the date, not less than 10 days subsequent to the date of such publication, when rules shall go into effect

**SECTION 9 - ANNUAL REPORT AND BUDGET REQUEST.**

The Board shall submit an Annual Report of its activities as required by §5/10-2.1-19 of the Board of Fire and Police Commissioners Act, and a Budget Request for the ensuing year, as required by local ordinance and the aforementioned Section 5/10-2.1-19.

**CHAPTER II - APPLICATIONS**

**SECTION 1 - RESIDENCE.**

Applicants for examination must be citizens of the United States and/or an alien admitted for permanent residence or lawfully admitted for temporary residence and who produces evidence of intention to become a citizen of the United States. Employees must comply with residency requirements as established by Village ordinances.

**SECTION 2 - APPLICATION BLANKS.**

Applications for a position shall be filed upon blank forms furnished by the Commission, and applicants must comply with the requirements of said form in every respect. The application must be filed with the Board prior to taking an examination.

Every applicant must be of good moral character, of temperate habits, of sound health and must be physically able to perform the duties of the position applied for. The burden of establishing these facts rests upon the applicant.

The applicant shall furnish with his application a copy of his Military Service Record, Discharge Papers, Social Security Card, Birth Certificate, High School Diploma or G.E.D. Certificate, a copy of his College or University Degree and, if requested, a copy of a certified transcript of his course work from an accredited College or University.

A false statement knowingly made by a person in an application for examination, connivance in any false statement made in any certificate which may accompany such application or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from the examination.

**SECTION 3 - DISQUALIFICATION.**

The Board may refuse to examine an applicant or, after examination, to certify him as eligible:

- a) Who is found lacking in any of the established preliminary requirements for the service for which he or she applies.
- b) Who is physically unable to perform the duties of the position to which he or she seeks appointment.
- c) Who is addicted to the use of drugs or intoxicating beverages or is found to have taken or used drugs and/or narcotics illegally.
- d) Who has been convicted of a felony or any misdemeanor involving moral turpitude, as specified in §5/10-2.10-6 of the Board of Fire and Police Commissioners Act.
- e) Who has been dismissed from any public service for good cause.
- f) Who has attempted to practice any deception or fraud in his or her application.
- g) Who may be found disqualified in personal qualifications or health.
- h) Whose character and employment references are unsatisfactory.
- i) Who does not possess a high school education or its equivalent.
- j) Who has applied for a position as a police officer and is or has been classified by his or her Local Selective Service Draft Board as a conscientious objector.

Any applicant, or eligible, deemed disqualified hereunder, shall be notified by the Board.

#### **SECTION 4 - DEFECTIVE APPLICATIONS.**

Defective applications shall be returned to the applicant for correction, provided the applicant is not otherwise disqualified for the position sought.

#### **SECTION 5 - AGE REQUIREMENTS.**

Applicants shall be under 35 years of age, at the time of application and at such time as the final eligibility list is posted, unless exempt from such age limitation as provided in Section 5/10-2.1-6 of the Fire and Police Commissioner's Act. Applicants, at such time as they file their application with this board, must be 21 years of age. Proof of birth date will be required at time of application.

#### **SECTION 6 - NOTICE OF ACCEPTANCE.**

The Secretary will notify all applicants whose applications have been accepted by the Board to be present for orientation and subsequent examination with an executed Physicians Certificate that they are physically capable of participating in a strenuous "Physical Aptitude Test."

**SECTION 7 - RELEASE OF LIABILITY.**

All applicants shall execute and deliver to the Board a release of all liability as the result of taking a "Physical Aptitude Test" in favor of the Village of Maywood on a form to be prescribed by the Board.

**CHAPTER III - EXAMINATIONS**

**ORIGINAL APPOINTMENTS**

**SECTION 1 - NOTICE OF EXAMINATIONS.**

Examinations shall be held on the dates fixed by the Board and advertised in a local paper in accordance with the Statutes of the State of Illinois. Examinations may be postponed, however, by order of the Commission, which order shall state the reason for such postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination.

**SECTION 2 - EXAMINATIONS.**

The Board shall call examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the Minutes of the Board and shall include a statement of:

- a) The time and place where such examination will be held.
- b) The location where applications may be obtained and the date by which applications must be returned to the Board.
- c) The position to be filled from the resulting eligibility list.

**SECTION 3 - TYPE OF EXAMINATIONS.**

Applicants must attend the orientation program sponsored by the Board. In addition, applicants may be required to participate in a physical aptitude test, written and oral examinations as determined by the Board and as more particularly set forth in 4 below. No examination shall contain questions regarding applicant's political or religious opinions or affiliations.

**SECTION 4 - EXAMINATIONS - MINIMUM GRADE.**

The following examinations may be conducted by the Board. The sequence of testing may vary at the discretion of the Board. Failure to achieve the minimum passing grade in any examination disqualifies the applicant from any further participation. Each weighted component of the examination process shall be based upon a scale of 1 to 100.

<u>Examinations</u>	<u>% of Total Grade</u>	<u>Minimum Passing</u>
Orientation	-	Attendance Mandatory
Physical Aptitude Test	-	**
Written Test	70%	*
Oral Interview	30%	*
Polygraph Test	-	Pass or Fail
Background Investigation	-	Pass or Fail
<u>CONDITIONAL OFFER OF EMPLOYMENT</u>		
Psychological Examination	-	Pass or Fail
Medical Examination	-	Pass or Fail

\*To be announced by the Board prior to conducting the examination and may vary based upon the examination or the testing agency used by the Board.

\*\* Test may be given for demonstration purposes or on a pass/fail basis.

Note: To any person who is entitled to military, educational or law enforcement preference points whose name appears on the register of eligibles, the Board shall add five (5) points (Sections 5/0-2.1-8 and 5/10-2.1-9) upon request of applicant. Such preference points shall not be cumulative. Fire fighter/paramedic points shall be awarded in accordance with Section 5/10-2.1-9(b) of the Act.

**SECTION 5 - ORIGINAL APPOINTMENT - PHYSICAL APTITUDE TEST.**

All applicants may be required to submit to a physical aptitude test.

**SECTION 6 - ORIGINAL APPOINTMENT - WRITTEN EXAMINATIONS.**

Information as to the type of written examination employed by the Board will be provided as part of the orientation program. All examination papers shall be and remain the property of the Board and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description. Candidates who fail to achieve a passing grade will be notified and eliminated from all further consideration.

**SECTION 7 - ORIGINAL APPOINTMENT - ORAL EXAMINATION.**

All Commissioners shall participate in the Oral Examination except wherein one Commissioner is absent due to illness or when matters of an emergency nature preclude his attendance. In no event shall less than a majority of the Commissioners conduct the Oral. Questions shall be asked of the Candidate that will enable the Commissioners to properly evaluate and grade the Candidate on speech, alertness, ability to communicate, judgment, emotional stability, self-confidence, social skill and general fitness for the position. On completion of each Oral Examination the Commissioners will discuss the Candidate's abilities using the traits listed above. Candidates who fail to successfully complete the Oral Examination will be notified and eliminated from all further consideration.

#### **SECTION 8 – INITIAL/FINAL ELIGIBILITY REGISTER.**

- a) The Commissioners will prepare an "Initial Eligibility Register" of the Candidates successfully completing the orientation, written test and physical aptitude test. Candidates shall be placed on the eligibility list in order of their relative excellence as determined by their test scores. The Candidates will be listed in order of excellence based on their final score.
- b) This register is subject to change with the addition of any claimed preference points as prescribed in 5/10-2.1-8 and 5/10-2.1-9 (a) and (b) of the Act. Candidates who are eligible for veteran, educational or law enforcement certification preference points, shall make a claim in writing with proof thereof within ten (10) days after the date of the first posting of the initial eligibility list or such claim shall be deemed waived.
- c) A dated copy of the Final Eligibility Register, duly adjusted with preference points awarded, shall be sent to each person appearing thereon.

#### **SECTION 9 – PRIMARY ELIGIBILITY REGISTER; LIST OF CERTIFIED, SWORN OFFICER PREFERRED ELIGIBLES (PREFERRED LIST); LATERAL ENTRY ELIGIBILITY LIST.**

- a) Final appointment for the Fire Department or the Police Department shall be from the names appearing on the "Primary Eligibility Register," except for persons appointed to the Police Department under the Lateral Hire Process for Entry Level Police Officers set forth in Section 13 below.
- b) The Board shall select a number of candidates (the number to be determined at the discretion of the Board and announced at orientation) from the top of the Final Eligibility List who shall be required to submit to an oral interview to be conducted by the Board and, if successful, whose names will be included on the "Primary Eligibility Register."
- c) The names of the applicants shall be placed upon the "Primary Eligibility Register" in rank order, highest first. Rank order shall be based upon the applicant's total cumulative score which shall be calculated as follows:

- 1) Original written test score multiplied by 70%; and,
  - 2) Oral interview score multiplied by 30%.
- d) In the event a “Primary Eligibility Register” is exhausted prior to the expiration of the “Initial Eligibility Register,” the Board may establish another “Primary Eligibility Register” in accordance with subsections a) through c) above.
- e) Applicants shall be appointed from the Primary Eligibility Register in descending order. Notwithstanding anything to contrary contained within these rules and regulations, the Board may, at its discretion, choose to appoint an applicant who has been awarded a certificate attesting to his/her successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, ahead of non-certified applicants as provided for in subsection (g) below. The Board may ————— also, at its discretion, choose to appoint an applicant for a fire fighter or fighter- ————— paramedic position whose has been licensed as an EMT-B, EMT-I or EMT-P, ————— under the Emergency Medical Services (EMS) Act ahead of applicants for the ————— same position(s) who currently do not hold such a license(s).
- f) Appointment from the Primary Eligibility Register is subject to satisfactorily passing or completing an in-depth psychological examination, a polygraph test, background investigation, and a thorough medical examination (which may include a test of the applicant’s vision and hearing, a test for the presence of communicable diseases as well as a test to screen for the use of drugs and/or narcotics).

g) List Of Certified, Sworn Officer Preferred Eligibles (Preferred List): Lateral Entry Eligibility List. If there are qualified candidates, the Board may prepare and keep a second list or a register of persons (i.e., the Preferred List or the Lateral Entry Eligibility List) or may otherwise designate such candidates (e.g., use of an asterisk) who have either previously been full-time sworn officers of a regular police department in any municipal, county, university or State law enforcement agency, provided they are certified by the Illinois Law Enforcement Training Standards Board and have been with their respective law enforcement agency within the State for at least two (2) years (See Section 13.0 (Lateral Hire Process for Entry Level Police Officers) below) or who have been awarded a certificate attesting to their successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act. The Board may give preference to candidates who have been awarded a certificate attesting to their successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, in appointment over noncertified candidates who are listed on the Final Eligibility List. The candidates on the Preferred List or the Lateral Entry Eligibility List shall be ranked in the order of their relative excellence as determined by the Board.

## **SECTION 10 - PROFESSIONAL EXAMINATIONS AND TESTS.**

- a) Each applicant for original appointment shall submit to a Psychological Examination by such psychologist or psychiatrist as the Board may designate. Such examination shall be without expense to the applicant. Failure of the applicant to take or successfully complete such test shall eliminate him from further consideration.
- b) Any applicant for original appointment to the Police or Fire Department of the Village of Maywood , Illinois, may be required to submit to a Polygraph Device Deceptive Test, commonly known as a Lie Detector Test, at such time and place as the Board may designate. Such test shall be given without expense to the applicant. Failure of the applicant to take or successfully complete such test shall disqualify him to enter upon the duties of the office for which the application for examination was filed.
- c) Medical Examinations shall be performed by a licensed physician.

## **SECTION 11 - PROBATIONARY APPOINTMENT.**

- a) All vacancies in the Police or Fire Department shall be filled by individuals from the Final Eligibility Register in the order in which their names appear on the register and having met all requirements previously listed. Pursuant to Section 9 c) above, the Board may choose to appoint certified applicants ahead of non-certified applicants.
- b) All original appointments to the police department shall be for a period of eighteen months commencing upon the date an officer first reports for work with the department. All original appointments to the fire department shall be for a probationary period of twelve (12) months. The probationary period of a fire fighter/paramedic may be extended beyond the original twelve (12) month period until such candidate is licensed to serve as a paramedic by the Illinois Department of Health. The probationary period of a newly appointed fire fighter will commence when the fire fighter first reports for work with the fire department. A probationary period will be tolled for those periods of time a probationary employee, for whatever reason, is unable or unavailable to perform his or her assigned duties.
- c) Any person whose name appears on the Final Eligibility Register may decline appointment. It shall be the option of the Board to strike from or maintain upon the register the name of such candidate without otherwise altering the candidate's original position on the Final Eligibility Register.
- d) Probationary employees may be summarily dismissed by the Board and are not entitled to the protection afforded to other full-time officers or fire fighters by statute or these rules.

## SECTION 12 - CERTIFICATION.

- a) Final certification of probationary Police Officers shall be subject to successful completion of the Basic Training Course, as mandated by the State of Illinois, within the prescribed probationary period. Inability to successfully complete this course shall be grounds for dismissal.
- b) Final certification of probationary Fire Fighter shall be subject to successful completion of the Certified Fire Fighter Basic Training Course as prescribed by the Illinois Fire Protection Personnel Standards and Education Board within the prescribed probationary period. Fire Fighters serving as paramedics shall also complete all course work and be certified as paramedics during their probationary period. Inability to successfully complete these courses shall be grounds for dismissal.

## SECTION 13 – LATERAL HIRE PROCESS FOR ENTRY LEVEL POLICE OFFICERS

The Board recognizes the benefit of expanding the pool of eligible candidates for original appointment to include trained individuals whose skills and level of experience meet specific and definable needs of the Police Department. As an alternate method of original appointment, the Board may consider individuals for lateral appointment to police officer pursuant to this Section.

- a) Lateral Entry Eligibility List For Original Appointment. A lateral entry eligibility list for original appointment to the position of police officer may be established by the Board. This list shall be known as the “List of Certified, Sworn Officers for Lateral Hire” or “Lateral Entry Eligibility List” and shall be comprised of qualified candidates who successfully complete the application for hire as lateral entry police officer and the evaluation process set forth in this Section 513-8 and other applicable requirements in these Rules. To be placed upon the Lateral Entry Eligibility List, candidates must be certified by the Illinois Law Enforcement Training Standards Board as having successfully completed the minimum standards basic law enforcement course required by that Board, and must, at the time of application, have been employed, on a full-time basis, as a police officer with a regularly constituted Illinois municipal police department for a period of not less than two (2) years.
- b) Applications. Applicants for lateral appointments must complete and submit an application and required documents, as provided in the Board’s Rules and Regulations. The Board need not establish a deadline for the filing of applications, as applications may be taken and processed at any time. The application fee for any application for lateral appointment shall be waived.
- c) Minimum Qualifications and Requirements; Examinations. Applicants for lateral appointment are subject to disqualification as provided in the Board’s Rules and Regulations. The minimum qualifications and requirements of entry-level police officers under the

Board's Rules and Regulations also apply, subject to the qualifications in Section A above and the following:

1. Age. The age limitation does not apply.
2. Education. The Board, in its discretion, may accept evidence of comparable work experience in lieu of the education requirement.
3. Preference Points: Preference points do not apply.
4. Examinations. Applicants for lateral hire will not be required to submit to a written examination as part of the Board's screening process, but will have to participate in the writing assessment. Qualified applicants, prior to employment, must successfully complete an oral interview given by the Board and, like any other officer candidate for new hire to the Police Department, a Background Investigation, a Psychological Exam, a Polygraph Exam, and a Medical Exam.
5. Second Oral Interview. A second oral interview may be required whenever there is a thirty (30) calendar day or more lag time between adding the candidate to the Lateral Hire Eligibility List and the date of the conditional offer of employment/appointment.
6. Candidate shall deliver to the Board a signed affidavit, acceptable to the Board, confirming that the application content and criminal background report is still true and accurate, prior to issuing a conditional offer of employment/appointment whenever there is a thirty (30) calendar day or more lag time between adding the candidate to the Lateral Hire Eligibility List and the date of the conditional offer of employment/appointment.

d) Selection. Candidates shall be placed on the Lateral Entry Eligibility List in the order of their relative excellence as determined by the Board. The decision to select a candidate from the Lateral Entry Eligibility List ahead of a non-certified candidate on the Final Eligibility List or ahead of the top candidate on the Preferred List is solely within the discretion of the Board. The candidates on the Lateral Entry Eligibility List shall be ranked in the order of their relative excellence after successful completion of the application for hire as lateral entry police officer and the evaluation process set forth in this Section 5.8, as determined by the Board. The Board, in its discretion, may make an offer of employment to the top candidate from the Lateral Entry Eligibility List over noncertified candidates who are listed on the Final Eligibility List and over the top candidate on the Preferred List. Successful candidates can be added to the Lateral Entry Eligibility List on a continual basis by the Board, but the name of each candidate shall be stricken after being posted on the Lateral Entry Eligibility List for a two (2) year period.

e) Conditional Offer. A conditional offer of employment/appointment shall be made only to the most qualified candidate on the Lateral Transfer Eligibility List, as determined by the Board, in consultation with the Chief of Police, or his/her designee, based upon an evaluation and scoring (based on a 100% scoring scale) of the following qualifications:

1. Law enforcement experience (maximum score: 10%);
2. Law enforcement training beyond the Basic Law Enforcement Course (maximum score: 10%);
3. Training and experience in specialty law enforcement functions (maximum score: 20%);
4. Oral interview (maximum score: 40%); and
5. Writing assessment (to be determined by the Board: e.g., candidate responds in writing to three (3) questions) (20%).

The minimum passing grade for the aggregate of all of the scoring components is seventy percent (70%). Failure to achieve the minimum passing grade shall disqualify the applicant from any further participation.

- f) Certification: Demonstration of Need. The Chief of Police, upon written approval of the Village Manager, shall appear before the Board to demonstrate the need for lateral appointment due to special or unique circumstances that preclude appointment from the eligible pool of candidates established on the Final Eligibility List of non-lateral candidates or the Preferred List. Upon the Board's determination that special or unique circumstances exist, the Board may certify individuals for lateral appointment.
- g) Probationary Period. All individuals certified for lateral appointment must successfully complete an twelve (12) month probationary period, or such other duration as required by the applicable collective bargaining agreement that applies to patrol officers of the Police Department.

## **CHAPTER IV - PROMOTIONAL EXAMINATIONS**

### **SECTION 1 - GENERAL.**

The Board, by its rules, shall provide for promotion in the Police and Fire Departments on the basis of ascertained merit and seniority in service and examination, and shall provide in all cases, where it is practicable, that vacancies shall be filled by promotion. All examinations for promotion shall be competitive among such members of the next lower rank as desire to submit to examination. Probationary police officers and fire fighters shall ineligible to test for promotion during their probationary period. All promotions shall be made from the three (3) individuals having the highest rating, and where there are less than three (3) names on the promotional eligibility register, as originally posted, or remaining thereon after appointments have been made there from, appointments to fill existing vacancies shall be made from those names or the name remaining on the promotional register. The "rule of three" is not applicable to promotions governed by the Fire Department Promotion Act. The method of examination and the rules governing examinations for promotion are specified below. The Board shall strike off the names of candidates for promotional appointment after they have remained thereon for more than three (3) years, provided there is no vacancy existing which can be filled from the promotional register. For the purpose of determining that a vacancy

exists, the Board must have received notice from the appropriate corporate authorities to fill an existing vacancy prior to the date the name(s) are to be stricken from a promotional eligibility register. Each weighted component of the examination process shall be based upon a scale of 1 to 100.

- A1) The final Promotional Examination score, for promotions within the Police Department and for the position of Fire Captain, shall be determined as follows:

<u>Examination</u>	<u>Weight</u>	<u>Passing Grade</u>
Written Test	60%	*
Oral Interview	30%	*
Departmental Merit and Efficiency (based on scale of 1-100)	10%	N/A

Seniority

1 point per year for each full year of service on the Maywood Police or Fire Department up to a maximum of five (5) points.

\* To be announced by the Board prior to conducting the examination and may vary based upon the examination or the testing agency used by the Board.

- A2) In the event no candidate from the immediate next lower rank qualifies for promotion, the Board in determining next in order of rank in promotional examinations herewith determines a policy of extending the examination successively through all the orders of rank in the services in an endeavor to qualify suitable eligible(s) for the vacancy or vacancies existing before extending the examination to the general public.
- A3) Candidates who are otherwise qualified and have timely requested credit for prior military service, shall be granted veteran’s preference points as provided by state statute.
- A4) A Candidate's total score shall consist of the combined scores of the merit/efficiency rating, written examination and oral examination plus seniority and veteran’s preference points. Candidates shall take rank upon a promotional eligibility register in the order of their relative excellence as determined by their total score. In the event of a tie score, the placement of the tied candidates' names on the eligibility list shall be determined by lot, in the presence of a quorum of the Board, in whatever manner the Board deems appropriate.

- A5) Upon notice from the appropriate corporate authority that a promotional vacancy exists, the Board shall select the individual to be promoted in the manner specified in Section 1 of this Chapter IV.
- B1) The final Promotional Examination Score, for promotions to the position of Fire Lieutenant within the Fire Department, shall be determined as follows:
- B2) The promotional testing process will be conducted in overall accordance with the recently enacted Fire Department Promotion Act.
- B3) The first promotional examination will consist of the following components having the weights as indicated (subsequent promotional examinations will consist of the components listed as d, e, f, and g below).
- |    |                              |           |               |
|----|------------------------------|-----------|---------------|
| a. | Seniority                    | 10 points | 10% of Total. |
| b. | Subjective Evaluation (Oral) | 20 points | 20% of Total. |
| c. | Written Examination          | 70 points | 70% of Total. |
| d. | Seniority                    | 10 points | 10% of Total  |
| e. | Ascertained Merit            | 10 points | 10% of Total  |
| f. | Subjective Evaluation        | 20 points | 20% of Total  |
| g. | Written Examination          | 60 points | 60% of Total  |
- B4) In order to test for promotion, candidates must be certified as a Fire Fighter III and a Fire Apparatus Engineer and must have attained 7 years of seniority calculated from the candidate's date of hire as a Maywood Fire Fighter to the date the first testing procedure (Oral Interview) is conducted.
- B5) All components of the testing process will be based upon a scale of 1 to 100, and, with respect to the first Fire Lieutenant's exam only, there will be no consideration for Ascertained Merit.
- B6) The formula for determination of seniority points is as follows:
- “Seniority is determined by a candidate’s length of service with the Maywood Fire Department. The most senior fire fighter candidate shall receive a maximum of 10 points. All other candidates will receive points on a proportional basis by dividing the candidate’s time of service (in whole months) by the most senior candidate’s time in service (in whole months) and multiplying the quotient thereof by 10.”
- B7) The Subjective Value Component will be worth 20 points and will consist of an oral interview to be conducted by a vendor selected by the Maywood Board of Fire and Police Commissioners. The interview will be one on one between the candidate and a panel of professional fire officers provided by the vendor. The questions will be provided by the vendor and the candidate’s score will be determined by the panel

members conducting the interview. A monitor(s) will be able to witness the interviews. Only the vendor's employee(s), panel members, the promotional candidate and selected monitor(s) will be present in the testing room during the conduct of the oral interviews. If the final score is tabulated at the time the oral interview is administered, the candidate will be provided with his or her score at the time the interview is concluded. If the results are compiled or tabulated off the premises, the vendor will, at the time the vendor returns the test results to the Board of Fire and Police Commissioners, notify each candidate of his or her oral interview score by mailing that result directly to the candidate at his or her current residence.

- B8) As permitted by the Fire Department Promotion Act, monitors will be allowed to be present and view all aspects of the testing process. The current President of SIEU Local 73 shall select the monitor(s) and provide their names to the Maywood Board of Fire and Police Commissioners prior to the conduct of the oral interviews.
- B9) The Written Examination will be conducted last and only after a list setting forth the candidate's seniority points and subjective evaluations points has been posted. The vendor shall provide a summary of the procedure and protocol to be followed regarding the conduct of the written examination at least two weeks prior to the conduct of the written test. If the vendor is equipped to score the written examination on site, a candidate will be apprised of his final written examination score on the date the examination is conducted. If the vendor scores the written examination off-site, the monitors shall be present to observe the placement and mailing of the test results in a sealed envelope to the vendor. The vendor, at the time the final test results are provided to the Board of Fire and Police Commissioners, will notify each promotional candidate individually of his or her final written examination score by mailing the result to the candidate at his or her residence.
- B10) A candidate who fails to achieve a minimum total score of 65 will have failed to qualify for promotion.
- B11) The Maywood Fire Department will provide, at least 90 days prior to the conduct of the written examination, several copies of all texts and other written documentary materials used to prepare the questions and determine the answers to the questions asked as part of the written examination.
- B12) Veteran's preference points shall be awarded as prescribed within the Board of Fire and Police Commissioners Act, 65 ILCS Sections 5/10-2.1-10 and 11.
- B13) Promotional Eligibility Lists shall be effective and controlling for a period of 3 years after the date the final Promotional Eligibility List is posted. The list will be stricken after three years unless a vacancy then exists in the rank of Fire Lieutenant.

- B14) Points for Ascertained Merit shall be awarded to promotional candidates in accordance with Attachment A hereto

## **CHAPTER V - ORDER OF RANK, CLASSIFICATION AND OATH OF OFFICE**

### **SECTION 1 - RANK.**

The order of rank in the Police Department shall be as provided by ordinance and municipal budget. The order of rank in the Fire Department shall be as provided by ordinance and municipal budget

### **SECTION 2 - CLASSIFICATION.**

The Board classifies such offices in the fire and police departments for the purpose of establishing and maintaining standards of examinations and promotions based upon job descriptions and departmental regulations.

### **SECTION 3 - OATH OF OFFICE.**

Before entering duty, any person about to become a member of the Fire or Police Department, shall take the following oath, before any person authorized to administer oaths in the State of Illinois:

"I \_\_\_\_\_, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of \_\_\_\_\_ according to the best of my ability.

Signed \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

NOTARY PUBLIC."

He shall enter into such bond in such amount as prescribed by the Ordinance.

## **CHAPTER VI - HEARING OF CHARGES, REMOVALS, SUSPENSIONS AND DISCHARGES**

### **SECTION 1 - HEARING OF CHARGES.**

- a) Hearings before the Board are not common law proceedings. The provisions of the "Code of Civil Procedure" do not apply to hearings before the Board.

- b) "Counsel" as used herein means: One who has been admitted to the bar as an attorney-at-law in this State.
- c) No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Board shall be allowed.
- d) "Cause" is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something which the law and sound public opinion recognize as cause for the officer or fire fighter no longer occupying his position. The right to determine what constitutes cause is in the Board.
- e) The complainant or appellant initiating any proceedings which call for a hearing before the Board shall have the burden of proof to establish by a preponderance of the evidence that cause for discipline exists or that a suspension, previously imposed by the Chief of a department, is unwarranted. Should the question of a crime be involved, the rule of "reasonable doubt" shall not control.
- f) The phrase "preponderance of evidence" is defined as the greater weight of the evidence, that is to say, it rests with that evidence which, when fairly considered produces the stronger impression, and has a greater weight, and is more convincing as to its truth when weighed against the evidence in opposition thereto.
- g) Probationary employees may be summarily dismissed by the Board and are not entitled to the protection afforded to other full-time officers or fire fighters by statute or these rules.
- h) All hearings shall be public, in accordance with the Open Meetings Act.
- i) At the time and place of hearing, both parties may be represented by counsel, if they so desire.
- j) All proceedings before the Board during the conduct of the hearing shall be recorded by a court reporter to be employed by the Board.
- k) The records of all hearings will not be transcribed by the court reporter unless requested to do so by the Board or any party of interest.
- l) All witnesses shall be sworn prior to testifying and the matter will be decided by the Board solely on evidence presented at the hearings.

- m) The Board will first hear the witnesses either substantiating the charges which have been made against the respondent or in support of an appeal brought by a suspended fire fighter or police officer. Thereafter the other party may present and examine those witnesses whom he desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.

## SECTION 2 - HEARING PROCEDURE.

- a) **Complaints:** In all cases, written complaints shall be filed in quintuple, setting forth a plain and concise statement of the facts upon which the complaint is based.
- b) **Probable Cause:** The Board shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.
- c) **Notification of Hearing:** Upon the filing of a complaint in quintuple with the Secretary of the Board, and the determination by the Board of probable cause for entertaining said complaint, the Secretary of the Board shall notify both the complainant and the respondent, either by registered or certified mail, return receipt requested, or personally, of the time and place of the hearing of the charges contained in the Complaint. The respondent shall also be served with a copy of the Complaint, and if an Order of Suspension Pending a Hearing is entered by the Board, the respondent, the complainant, the Chief of the Department, the treasurer, comptroller, manager, or other finance officer of the municipality shall be notified of the entry of such Order of Suspension Pending a Hearing, and be served either personally or by registered or certified mail, return receipt requested, with a copy of such Order.
- d) **Continuances:** The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Board.
- e) **Stipulations:** Parties may, on their own behalf, or by Counsel, stipulate and agree in writing, or on the record, as to evidenced guilt. The facts so stipulated shall be considered as evidence in the proceeding.

In the event a respondent has been suspended pending a hearing and desires a continuance, it shall also be stipulated and agreed that in the event said respondent is to be retained in his position as a result of a decision of the Board following a hearing of the cause, then no compensation shall be paid to said respondent during the period of said continuance.
- f) **Sufficiency of Charges-Objections To:** Motions or objections to the sufficiency of written charges must be filed or made prior to or at the hearing before the Board.

## SECTION 3 - SUBPOENAS.

- a) Any party to an administrative hearing may, at any time before the hearing, make application to the Board by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Board to be relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person 21 years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents which they are to produce. Subpoenas will not be issued for anyone residing outside of the State of Illinois.
- b) Any request for continuance by reason of inability to serve subpoenas shall be filed in the office of the Board at least three (3) days before the date set for such hearing, provided, however, that the Board in its discretion may waive this rule.

#### **SECTION 4 - SERVICE.**

All papers required by these Rules and Regulations to be served shall be delivered personally to the party designated or mailed, by United States mail in an envelope properly addressed with postage prepaid, to the designated party at his last known residence as reflected by the complaint filed with the Board, except as herein otherwise provided. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed, by either registered or certified mail, return receipt requested, to a party's address where it was received by a named party.

#### **SECTION 5 - FILING.**

All papers may be filed with the Board by mailing them or delivering them personally to the Secretary of the Board at the Village of Maywood, Illinois. For the purpose of these Rules and Regulations, the filing date of any paper shall be the date it was received in the Board's Office, in the event the paper is delivered personally or by messenger. In the event a paper is forwarded by mail, then the filing date shall be the date which is postmarked on the envelope of such paper.

#### **SECTION 6 - FORMS OF PAPER.**

- a) All papers filed in any proceeding shall be typewritten or printed and shall be on one side of the paper only.
- b) If typewritten, the lines shall be double spaced, except that long quotations may be single spaced and indented.
- c) All papers shall be not larger than 8½" by 11" with inside margins of not less than one inch.

- d) The original of all papers filed shall be signed in ink by the party filing the paper or by an officer, agent, or attorney thereof and copies thereof provided the opposing party or his counsel.
- e) If papers are filed by an attorney, his name and address shall appear thereon.

#### **SECTION 7 - COMPUTATION OF TIME.**

The time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last, unless the last day is Sunday or is a holiday as defined or fixed in any statute now or hereafter in force in the State, and then it shall also be excluded. If the day succeeding such Sunday or holiday is also a holiday or a Sunday then such succeeding day shall also be excluded.

#### **SECTION 8 - SUSPENSION.**

- a) The Board may suspend any member of the Fire or Police Department against whom charges have been filed, pending a hearing of the charges by the Board, but not to exceed thirty (30) days, without pay, at any one time.
- b) The Chief of the Police or Fire Department shall have the right to suspend any officer or fire fighter under his command for a period not to exceed five (5) days, providing no charges on the same offense have been filed and are pending before the Board, and he shall notify the Board in writing within 24 hours of the time of such suspension. Any fire fighter or police officer so suspended may appeal to the Board for a review of the suspension within five (5) days after receiving notice of such suspension by filing notice of such appeal in writing with the Secretary of the Board of Fire and Police Commissioners. A hearing shall be had upon such appeal, and due notice given to the Chief of the Department who suspended such fire fighter or police officer, and to the employee so suspended. The burden of establishing that a suspension is unwarranted shall be upon the individual bringing the appeal.
- c) Upon such appeal, the Board may sustain the action of the Chief of the Department, may reverse it with instructions that the employee so suspended receive his pay for the period involved, may suspend the employee for a period of not more than thirty (30) days, or discharge him, depending on the evidence presented.

#### **SECTION 9 - DISCHARGE OR SUSPENSION AFTER HEARING.**

- a) Discharge from office, or suspension from service in the Police or Fire Department shall be in compliance with the Fire and Police Commissioners Act of the State of Illinois, being Division 2, Sections 5/10-2.1-1 through 5/10-2.1-30, inclusive, of Chapter 65 of the Illinois Compiled Statutes.

- b) The Board shall, within a reasonable time after the hearing is completed, enter its findings on the records of the Board.

#### **SECTION 10 - DATE OF HEARING.**

The time for the hearing of charges shall be set by the Board, within thirty (30) days of the time of the filing of such charges. Continuances may be granted from time to time upon motion of any party to the proceeding by order of the Board. This time limitation is not applicable to hearings conducted to review suspensions of five (5) days or less imposed by a Chief of a department on one of its members.

#### **SECTION 11 - FINDINGS AND DECISION**

In case any member of the Fire or Police Department shall be found guilty of the charges filed against him after a hearing by the Board, he may be removed, discharged, or suspended for a period not exceeding thirty (30) days, without pay. Upon an appeal, the Board may sustain the action of the Chief, may reverse it, in whole or in part, or may suspend the employee for an additional period of not more than thirty (30) days or discharge him depending on the facts presented.

The findings and decision of the Board, following a hearing of charges, shall be preserved by the Secretary, and notice of said finding and decision sent to the officer or fire fighter involved and the department head for enforcement. If the finding or decision is that an officer or employee is guilty of charges investigated, and removal or discharge is ordered, such order of removal or discharge shall become effective forthwith. (See Section 9 of this Chapter VI).

#### **SECTION 12 - RULES - CONFLICT.**

The personnel of the Police and Fire Departments shall be governed by the Rules as adopted by the Board and the Regulations of the Fire and Police Departments as adopted by ordinance. In case of conflict, the Rules of the Board shall govern.

#### **SECTION 13 - VIOLATION OF RULES.**

All members of the Police and Fire Departments shall be subject to the regulations of such Department, and the Rules of the Board, and a violation of such rules or regulations may be cause for filing of charges before the Board, a subsequent hearing and action by the Board on such charges.

#### **SECTION 14 - VIOLATION OF LAW.**

Any violation of the laws of the municipality or state or federal law, by any member of the Police or Fire Department of such municipality may be cause for the filing of charges against said fire fighter or officer, except as herein otherwise provided.

## **CHAPTER VII - GENERAL**

### **SECTION 1.**

The Board shall have such other Powers and duties as are given it by the Statutes of the State of Illinois or by ordinance.

### **SECTION 2.**

Any Chapters, Sections and/or Subsections of the foregoing Rules for the operation of the Board that are in conflict with the State Statute or with any amendments thereto that may hereafter be enacted are null and void. This, however, does not invalidate any other Chapters, Sections and/or Subsections of said Rules.

### **SECTION 3.**

Amendments to the Rules of the Board may be made at any meeting of the Board. A notice shall be published, in a newspaper of general circulation in the municipality, specifying where such Rules are available for inspection. The notice shall specify the date, not less than ten (10) days subsequent to the date of such publication when said Rules shall become effective.

### **SECTION 4 - LEAVE OF ABSENCE.**

Leaves of Absence shall be granted by reason of military service or duty-related disability as specified in Illinois Compiled Statutes, Chapter 65, Section 5/10-2.1-23. If a Leave of Absence is granted by the Board during a probationary period, such probationary period shall be tolled until the probationary employee returns from his leave of absence.

### **SECTION 5 - POLITICAL CONTRIBUTIONS.**

No person in the Police or Fire Departments of the Village of Maywood, Illinois, shall be under any obligation to contribute any funds to render any political service, and no such person shall do so or be removed or otherwise prejudiced for refusing to do so. No person in the Fire or Police Departments of the Village of Maywood, Illinois, shall discharge or promote or reduce, or in any manner change the official rank or compensation of any other person in such service, or promise or threaten so to do, for withholding or refusing to make any contribution of money or service or any other valuable thing for any political purpose, or in any other manner, directly or indirectly, use his official authority or influence to compel or induce any other person to pay or render any political assessment, subscription, contribution or service.

Attachment A

ASCERTAINED MERIT  
MAY FIRE DEPARTMENT FIRE LIEUTENANT  
PROMOTIONAL EXAMINATION

Certified Fire Officer (including provisional) points	2
Certified Fire Officer II (including provisional) points	4
Associate Degree	1 point
Associate Degree - Fire Science Technology	2 points
Bachelor Degree	2 points
Bachelor Degree - Fire Service or Public Administration	3 points
Miscellaneous Certification	1/2 point each Max. 4 points
Office of State Fire Marshall	
National Fire Academy	

NOTE: The maximum number of points to be awarded for "ascertained merit" shall not exceed a total of 10 points.



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**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael A. Marrs**  
**DATE: September 1, 2021**  
**RE: Resolution Approving and Supporting a Cook County Class 7c Property Tax Incentive – Little Bear Holdings, LLC d/b/a Buddy Bear Car Wash (1215 S. 1st Avenue Property)**

Per the direction from the August 3, 2021 Committee of the Whole Meeting, I have prepared the following Resolution for consideration and action at an upcoming Village Board meeting:

**A RESOLUTION AUTHORIZING AND CONSENTING TO A COOK COUNTY CLASS 7c PROPERTY TAX RATE INCENTIVE DESIGNATION FOR THE REAL PROPERTY COMMONLY KNOWN AS 1215 S. 1ST AVENUE, MAYWOOD, ILLINOIS, AND IDENTIFIED AS PROPERTY INDEX NUMBERS 15-14-204-001-0000 AND 15-14-204-010-0000 (LITTLE BEAR HOLDINGS, LLC)**

The Petitioner’s request for this tax incentive related to the redevelopment of the 1215 S. 1st Avenue Property as a car wash, a staff memo and other supporting materials were all included in the August 3, 2021 Committee of the Whole Agenda Packet. The zoning relief that the Petitioner needs to construct the project will be considered by the Plan Commission/Zoning Board of Appeals at its September 28, 2021 meeting. Their recommendation will then come to the Board of Trustees for approval.

The zoning ordinance approving the requested zoning relief of this project and the enclosed Resolution approving the Cook County Class 7c Property Tax Incentive should be considered for approval by the Village Board at the same time and at the same meeting. From a sequencing standpoint on the Village Board Meeting Agenda, if there is support for the project and the tax incentive, the zoning ordinance should be approved first and then the tax incentive would be approved second.

If there are any questions, please feel free to contact me.

*Michael*

Enclosure

- cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)
- Chasity Wells-Armstrong, Village Manager (w/ encl.)
- Lanya Satchell, Finance Director (w/ encl.)
- Walter Duncan, Director of Building and Code (w/ encl.)
- Angela Smith, Interim Community Development Director (w/ encl.)
- Michael T. Jurusik, Village Attorney (w/ encl.)

RESOLUTION NO. R-2021 - \_\_\_\_\_

**A RESOLUTION AUTHORIZING AND CONSENTING TO  
A COOK COUNTY CLASS 7c PROPERTY TAX RATE INCENTIVE DESIGNATION  
FOR THE REAL PROPERTY COMMONLY KNOWN AS 1215 S. 1ST AVENUE, MAYWOOD, ILLINOIS  
AND IDENTIFIED AS PROPERTY INDEX NUMBERS 15-14-204-001-0000 AND 15-14-204-010-0000  
(LITTLE BEAR HOLDINGS, LLC)**

**WHEREAS**, the Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for industrial and/or commercial purposes; and

**WHEREAS**, the Village of Maywood (the "Village"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industrial and commercial enterprises to locate and expand in the Village by offering financial incentives in the form of property tax relief; and

**WHEREAS**, Little Bear Holdings, LLC plans to purchase and be the legal owner of the property located at 1215 S. 1<sup>st</sup> Avenue, Maywood, Illinois (the "Subject Property"); and

**WHEREAS**, the Subject Property consists of the real estate commonly known as 1215 S. 1<sup>st</sup> Avenue and legally described on **Exhibit "A"** attached hereto and made a part hereof. The property index numbers for the Subject Property are 15-14-204-001-0000 and 15-14-204-010-0000; and

**WHEREAS**, the Subject Property, and the building(s) located thereon, are currently vacant and unused; and

**WHEREAS**, Little Bear Holdings, LLC intends to redevelop the property, after purchase, by demolishing the existing building and constructing a new a car wash facility with three (3) pay stations and fourteen (14) to sixteen (16) vacuum stalls (the "Redevelopment Project"); and

**WHEREAS**, Little Bear Holdings, LLC has submitted to the Village a Cook County Class 7c Property Tax Incentive Eligibility Application concerning the Subject Property (See **Exhibit "B"** attached hereto and made a part hereof), as well as a request letter, preliminary site and building renderings, and certain other supplemental materials. If approved, the Application will be filed with the Cook County Assessor's Office; and

**WHEREAS**, if the Class 7c Tax Incentive is consented to by the Village and approved by Cook County, the Subject Property will be assessed at 10% of market value as opposed to 25% of market value for the first three years, fifteen percent (15%) for the fourth year, and twenty percent (20%) for the fifth year. The Cook County Class 7c Tax Incentive is renewable; and

**WHEREAS**, Little Bear Holdings, LLC requests that the Village of Maywood consent to the Class 7c Tax Incentive in order to facilitate the redevelopment of the Subject Property for the purposes described above, and states in its request to the Village for a resolution in support of its Application for a Class 7c Tax Incentive eligibility designation that, without the Class 7c Tax Incentive, it will not purchase the Subject Property nor construct and operate the Redevelopment Project; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Maywood, having reviewed the application, request letter, preliminary renderings, the Incentive Classification Initial Questionnaire and other supporting materials, find that the request of Little Bear Holdings, LLC for the grant of the Class 7c Tax Incentive for purposes of constructing and operating the Redevelopment Project meets the four eligibility factors for demonstrating that the Subject Property is "in need of commercial development"; and

**WHEREAS**, the Village President and Board of Trustees also find that it is in the best interests of the Village, its residents, property owners, local businesses and the public to approve and consent to Little Bear Holdings, LLC's request for a Class 7c Tax Incentive in order to facilitate the purchase and redevelopment of the Subject Property so that Little Bear Holdings, LLC can construct and operate the Redevelopment Project, subject to the conditions of approval set forth below in Section 3 of this Resolution; and

**WHEREAS**, the Village President and Board of Trustees consent to, support and recommend that Cook County grant approval of the Cook County Class 7c Property Tax Rate Designation for the Subject Property, subject to the conditions of approval set forth below in Section 3 of this Resolution.

**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 of the Whereas paragraphs listed above are incorporated by reference and made a part of Section 1 of this Resolution.

**SECTION 2:** SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW, the President and Board of Trustees of the Village of Maywood find that the Subject Property is appropriate for a Class 7c Tax Incentive pursuant to the Cook County Real Property Classification Ordinance, as amended. The President and Board of Trustees further find the Class 7c Tax Incentive for the Subject Property to be necessary for the redevelopment of the Subject Property by Little Bear Holdings, LLC and the associated operation of its business at the Subject Property, and that the redevelopment of the Subject Property is necessary and beneficial to the local economy.

**SECTION 3:** The President and Board of Trustees consent to, support and recommend the Cook County Class 7c Property Tax Incentive Eligibility Designation for the Subject Property, but only for purposes of constructing and operating the carwash Redevelopment Project consistent with the allowable land uses in the applicable zoning district as proposed by Little Bear Holdings, LLC at the Subject Property, which is commonly known as 1215 S. 1<sup>st</sup> Avenue, Maywood, Illinois, and further identified as PINs 15-14-204-001-0000 and 15-14-204-010-0000, and legally described in **Exhibit "A"** attached hereto and made a part hereof, and SUBJECT TO THE FOLLOWING CONDITIONS:

- A. In exchange for the Village of Maywood granting the local municipal approval of the Cook County Class 7c Property Tax Incentive Designation, Little Bear Holdings, LLC agrees to:
  - a. Purchase the Subject Property on or before December 31, 2021.
  - b. Obtain any zoning relief necessary for construction of the Redevelopment Project.
  - c. Commence construction of the Redevelopment Project on or before January 1, 2022. (Commence construction means that Little Bear Holdings, LLC shall obtain a

- Village building permit and actively work on site preparation and construction activities regarding the Redevelopment Project.)
- d. Complete construction of the Redevelopment Project on or before July 15, 2022. (Complete construction means that Little Bear Holdings, LLC shall obtain a Village-issued occupancy permit for the new carwash facility.)
  - e. Provide and/or participate in job training and job advancement programs that allow for the hiring, promotion and retention of Village residents.
  - f. Provide employment opportunities to qualified Village residents.
  - g. Hire qualified Village residents whenever possible.
  - h. Implement programs that promote the hiring of local, diverse and qualified individuals for its construction workforce and the use of local, diverse and qualified businesses as subcontractors and suppliers.
  - i. Encourage its tenants (if any) to implement programs that promote the hiring of local, diverse and qualified individuals for its workforce and the use of local, diverse and qualified businesses as subcontractors and suppliers.
  - j. Comply with the “hiring” and “using other businesses” requirements of the Village’s Enterprise Zone Policy Statement (e.g., “promote the hiring of individuals who are minority persons, women, and persons with disabilities ... and encourage the development of business entities owned by minorities, women, and persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, *et seq.*)”), as applicable to the Redevelopment Project.
  - k. Provide and/or participate in programs and initiatives that promote business development, economic development and workforce development opportunities within the Village.
  - l. File a copy of the Cook County-required triennial affidavit attesting to the use of the property and the number of employees employed at the new building with the Village.
  - m. Provide written status reports to the Village Board, as requested by the Village, that detail Little Bear Holdings, LLC’s on-going, commercially reasonable efforts and progress in meeting the goals and objectives set forth in these Conditions. The reports shall contain illustrative information and data pertaining to the status of Little Bear Holdings, LLC’s on-going, commercially reasonable efforts and progress in meeting the goals and objectives of these Conditions; however, Little Bear Holdings, LLC’s propriety and/or confidential information and data shall not be included in the reports. Little Bear Holdings, LLC’s management team shall appear before and deliver each status report to the Village Board at a public Village Board meeting.
  - n. Comply with the requirements of the Cook County Class 7c Property Tax Incentive Program, including the Cook County Living Wage Ordinance.
  - o. File a certified original of this Resolution with Cook County once the Redevelopment Project is completely built and reoccupation certificates have been issued by the Village.
  - p. Sign the attached Acknowledgment, which confirms Little Bear Holdings, LLC’s agreement to comply with the Section 3 conditions in exchange for the Village Board’s consent, support and recommendation of the issuance of the Cook County Class 7c Tax Incentive. A copy of the Acknowledgment is attached hereto as **Exhibit “C”** and made a part hereof.

- B. If Little Bear Holdings, LLC (or its successor in interest) fails to: (a) purchase the Subject Property on or before December 31, 2021; or (b) commence construction of the Subject Property on or before January 1, 2022; or (c) complete construction of the Subject Property on or before July 15, 2022; the Village shall file a request with Cook County or any other governmental agency with oversight jurisdiction or may file an action with the Cook County court system to terminate the Cook County Class 7c Property Tax Incentive Eligibility Designation by Cook County, and Little Bear Holdings, LLC (or its successor in interest) shall not object to the termination request of the Village.

**SECTION 4:** The President and Board of Trustees find the redevelopment of the Subject Property to be consistent with the overall plan for rehabilitation of the area surrounding the Subject Property.

**SECTION 5:** Upon approval and execution of this Resolution, the Clerk of the Village of Maywood shall provide to the Director of the Community Development Department certified copies of this Resolution for purposes of filing with the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois or such other appropriate Cook County office, in accordance with Section 3.o. above.

**SECTION 6:** This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

**ADOPTED** this \_\_\_\_\_ day of September, 2021, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_ day of September, 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 "A"**

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

(attached)

**EXHIBIT "B"**

**COOK COUNTY CLASS 7c PROPERTY TAX INCENTIVE  
ELIGIBILITY APPLICATION**

(attached)

**EXHIBIT "C"**

**ACKNOWLEDGMENT BY APPLICANT FOR  
COOK COUNTY CLASS 7c PROPERTY TAX INCENTIVE**

I, the undersigned Applicant, agree to comply with and fulfill each and every term, condition and obligation set forth above in the Resolution granting a Cook County Class 7c Property Tax Incentive Designation for the real estate commonly known as 1215 S. 1<sup>st</sup> Avenue, Maywood, Illinois (PINs 15-14-204-001-0000 and 15-14-204-010-0000) and legally described in **Exhibit "A"** attached to the Resolution, including each of the Conditions set forth in Section 3 of the above Resolution.

**Little Bear Holdings, LLC**

By: \_\_\_\_\_  
Name: Phillip DeGeratto  
Its: Member

Date: \_\_\_\_\_, 2021

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 is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND CONSENTING TO  
A COOK COUNTY CLASS 7c PROPERTY TAX RATE INCENTIVE DESIGNATION  
FOR THE REAL PROPERTY COMMONLY KNOWN AS 1215 S. 1ST AVENUE, MAYWOOD, ILLINOIS  
AND IDENTIFIED AS PROPERTY INDEX NUMBERS 15-14-204-001-0000 AND 15-14-204-010-0000  
(LITTLE BEAR HOLDINGS, LLC)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_ day of September, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of September, 2021.

I further certify that the roll call 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 September, 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. Jursik**  
**DATE: September 1, 2021**  
**RE: Resolution Authorizing Acceptance of a 2021 Invest in Cook/Connecting Cook County Grant for Fiscal Year 2021**  
**Grant Amount: \$193,000 for Phase II Engineering Costs**  
**Project: Street Improvements to 19th Avenue from Madison Street to Oak Street**

---

I have enclosed the following documents for your review, consideration and action at the August 17 2021 Village Board Meeting:

1. A RESOLUTION AUTHORIZING ACCEPTANCE OF AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT FOR FISCAL YEAR 2021 IN THE AMOUNT OF \$193,000, AND EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT WITH COOK COUNTY FOR PHASE II ENGINEERING SERVICES (PROJECT: STREET IMPROVEMENTS TO 19TH AVENUE FROM MADISON STREET TO OAK STREET); and
2. An Intergovernmental Agreement with the County of Cook, through its Department of Transportation and Highways, related to the Invest in Cook/Connecting Cook County Grant for Fiscal Year 2021, in the amount of \$193,000 (which is attached to the Resolution as Exhibit "1").
3. Memo from Hancock Engineering dated August 10, 2021 regarding the 2021 "Invest in Cook" Grant Award.

The Village of Maywood ("Village") applied for a grant under the Invest in Cook Program, which is an initiative of Connecting Cook County, the County's first long-range transportation plan in 75 years. The Village has been approved for an Invest in Cook/Connecting Cook County Grant for Fiscal Year 2021 in the amount of \$193,000. The Grant Funds will fund Phase II engineering services for the Street Improvements to 19th Avenue from Madison Street to Oak Street (the "Project"). The Project consists of asphalt street resurfacing and construction of new curb and gutter within the Project area. The Resolution authorizes acceptance of the grant, and execution of the related Intergovernmental Agreement with Cook County.

## **Summary and Review of Provisions of the Agreement:**

### **Section 1. Phase II Engineering**

- The Village must enter into a contract with a professional engineering firm to perform Phase II engineering services for the Project.
- The Village must utilize a Qualifications-Based Selection (QBS) process in selecting the consultant.
- The Village agrees to assume overall responsibility for the Project, including ensuring that all required permits and joint participation and/or force account agreements are secured.

### **Section 2. Schedule and Termination**

- The Agreement shall become null and void in the event that the Phase II engineering agreement is not awarded within one year subsequent to the Effective Date of the Agreement
- The Agreement terminates upon completion of the Phase II engineering services for the Project and final reimbursement by the County, or November 30, 2026, whichever date is earlier.

### **Section 3. Finances**

- The total estimated cost of the Phase II engineering services for the Project is \$193,000.00.
- The Village agrees to pay all actual Project-related costs.
- The County agrees to reimburse the Village 100% of the actual Phase II engineering costs for the Project, up to a total maximum contribution of \$193,000.00.
- Upon award of the Phase II engineering Agreement, and receipt of an invoice from the Village, the County will make an advance payment to the Village in the amount of \$96,500.00.
- Upon receipt of the preliminary construction plans, specifications, special provisions and cost estimates for the Project and an invoice from the Village, the County will make a second payment to the Village in the amount of \$48,250.00.
- Upon receipt of an invoice from the Village following completion of the Phase II engineering services for the Project, the County will make a final payment to the Village for the balance of the County's Share under the Agreement.

### **Section 4. Reporting**

- The Village shall submit quarterly performance reports to the County no later than 30 calendar days after the reporting period, as determined by the County.
- The Village shall submit a final performance report with its last request for reimbursement.

### **Section 5. General Conditions**

- (I) Dispute Resolution: If a dispute arises between the County and the Village concerning the Agreement, the Parties will first attempt to resolve the dispute by negotiation.

- (L) Force Majeure: Neither Party will be liable in damages to the other Party for delay in the performance of, or failure to perform, its obligations under the Agreement, if such delay or failure is caused by a Force Majeure Event.
- (M) Indemnification: The Village must indemnify the County against any claims arising from the Agreement.
- (T) Record Maintenance: The Village shall maintain, during the Term of the Agreement and for a period of three years thereafter, complete and adequate financial records, accounts and other records to support all Project expenditures

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 Community Development Director (w/ encls.)  
Bill Peterhansen, Village Engineer (w/ encls.)  
Michael A. Marrs, Village Attorney (w/ encls.)



RESOLUTION NO. R-2021- \_\_\_\_\_

**A RESOLUTION AUTHORIZING ACCEPTANCE OF  
AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT  
FOR FISCAL YEAR 2021 IN THE AMOUNT OF \$193,000, AND  
EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT  
WITH COOK COUNTY FOR PHASE II ENGINEERING SERVICES**

**(PROJECT: STREET IMPROVEMENTS TO 19TH AVENUE  
FROM MADISON STREET TO OAK STREET)**

**WHEREAS**, the Department of Transportation and Highways of the County of Cook, Illinois (“CCDOT”) has approved and awarded the Village of Maywood an Invest in Cook/Connecting Cook County Grant for Fiscal Year 2021 in the amount of One Hundred Ninety-Three Thousand and No/100 Dollars (\$193,000.00) (the “Grant Funds”); and

**WHEREAS**, the Grant Funds will fund Phase II engineering services for street improvements to 19th Avenue from Madison Street to Oak Street (the “Project”). The Project includes asphalt street resurfacing and construction of new curb and gutter within the Project area; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Maywood (the “Village”) desire to accept the Grant Funds and to enter into an agreement entitled “Intergovernmental Agreement” with Cook County, acting by and through its CCDOT, relative to the receipt of the Grant Funds (the “Agreement”), a copy of which is attached hereto as Exhibit “1” and made a part hereof; 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 “1”) 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, its residents, property owners, local businesses 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 Village President and Board of Trustees accept the Invest in Cook/Connecting Cook County Grant for Fiscal Year 2021 in the amount of One Hundred Ninety-Three Thousand and No/100 Dollars (\$193,000.00), and authorize the execution of an agreement entitled “Intergovernmental Agreement” with Cook County, acting by and through its Department of Transportation and Highways (“CCDOT”), (the “Agreement”) relative to receipt of the Grant Funds, a copy of which is attached hereto as Exhibit “1” and made a part hereof. The Village President and Village Clerk, or their designees, are directed and authorized to execute the Agreement, and to execute and deliver all other instruments, payments and documents that are necessary in order to receive said Grant Funds or to fulfill the Village’s obligations under the Agreement.

**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, transmit executed originals or certified copies of all documents, including the 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 Agreement. In addition, the Village Board authorizes and directs the Village President and Village Clerk, or their designees, to execute any updated version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

**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 \_\_\_ day of \_\_\_\_\_, 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 \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**Exhibit "1"**

**Intergovernmental Agreement**

**(Invest In Cook/Connecting Cook County Grant for Fiscal Year 2021)**

(attached)

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 ACCEPTANCE OF  
AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT  
FOR FISCAL YEAR 2021 IN THE AMOUNT OF \$193,000, AND  
EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT  
WITH COOK COUNTY FOR PHASE II ENGINEERING SERVICES**

**(PROJECT: STREET IMPROVEMENTS TO 19TH AVENUE  
FROM MADISON STREET TO OAK STREET)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special 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]





## INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT"), effective upon the last dated signature below, is entered into by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the "COUNTY"), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the VILLAGE OF MAYWOOD, a municipal corporation of the State of Illinois (the "GRANTEE" or "VILLAGE"). The COUNTY and VILLAGE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

### RECITALS

**WHEREAS**, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

**WHEREAS**, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the COUNTY's first long range transportation plan in 75 years;

**WHEREAS**, *Connecting Cook County* identifies five priorities to shape the COUNTY's transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region's role as North America's freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today's investments do not preclude future innovation and growth; and
- Increase investments in transportation to maintain the region's economic competitiveness;

**WHEREAS**, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;

**WHEREAS**, since its creation, the Invest in Cook program has leveraged over \$104 million in additional federal, state and local funds;

**WHEREAS**, on July 29, 2021, the COUNTY informed the VILLAGE that it had been selected for participation in the 2021 Invest in Cook Program;

**WHEREAS**, the COUNTY has agreed to award the VILLAGE up to One Hundred Ninety-Three Thousand Dollars (\$193,000) toward Phase II engineering costs for roadway improvements to 19th Avenue (Madison Street to Oak Street) (the "PROJECT");

**WHEREAS**, this collector route provides a connection between Madison Street, the Village's main east-west residential street, and St. Charles Road, its main east-west industrial route where several key industrial businesses are located;

**WHEREAS**, the pavement is severely deteriorated, and the curb-line drainage is in disrepair;

**WHEREAS**, the PARTIES by this instrument shall determine and establish their respective responsibilities for Phase II engineering, funding and reporting of the PROJECT;

**WHEREAS**, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT;

**WHEREAS**, the GRANTEE, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT; and

**WHEREAS**, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

**NOW, THEREFORE**, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

**I. PHASE II ENGINEERING**

- A. **Engineering Agreement.** The GRANTEE shall enter into an agreement with a professional engineering firm/consultant to perform Phase II engineering services and/or right-of-way engineering and acquisition services for the PROJECT, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates and/or securing title commitments, plats, legal descriptions, appraisals, review appraisals and negotiation services for any right-of-way and/or easements required for the PROJECT. The GRANTEE shall forward a copy of the agreement to the COUNTY within fourteen (14) calendar calendar days of execution.
- B. **Consultant Selection.** In awarding and administering the Phase II engineering agreement, the GRANTEE shall comply with all applicable state and federal laws and regulations.
- C. **RFP Issuance.** The COUNTY may require the GRANTEE to utilize a Qualifications-Based Selection (QBS) process in selecting its consultant. If fewer than three (3) qualified consultants submit letters of interest in response to any Request for Proposals (RFP) issued by the GRANTEE, the COUNTY may require the GRANTEE to reissue the RFP.

- D. **Deliverables.** The GRANTEE or its consultant shall submit the construction plans, specifications, special provisions and cost estimates to the COUNTY at the following stages of plan preparation:

60% - Preliminary

100% - Final

- E. **County Review.** The COUNTY shall review the construction plans, specifications, special provisions and cost estimates within fourteen (14) calendar days of receipt thereof. If the GRANTEE does not receive comments from the COUNTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed an approval of the plans and specifications. In the event of disapproval, the COUNTY shall detail in writing its objections to the proposed plans and specifications for review and consideration by the GRANTEE.
- F. **Disputes.** The PARTIES shall work cooperatively to address and resolve any review comments and/or objections raised by the COUNTY. Any dispute(s) concerning the plans and specifications shall be resolved in accordance with Section V (I) of this AGREEMENT.
- G. **Lead Agency.** The GRANTEE agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured.
- H. **Meetings.** The GRANTEE shall provide not less than fourteen (14) calendar days' advance written notice to the COUNTY of the PROJECT kick-off meeting, if applicable, and any public meetings or hearings as part of the PROJECT.
- I. **County Permits.** The COUNTY shall grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property within the PROJECT limits to the GRANTEE and/or its agents, without charge of permit fees to the GRANTEE. Any permit(s) for right of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.
- J. **Submittals.** All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Design  
Attn: Noel Basquin, P.E.  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 23rd Floor  
Chicago, IL 60602  
E-mail: [Noel.Basquin@cookcountyil.gov](mailto:Noel.Basquin@cookcountyil.gov)

## II. SCHEDULE AND TERMINATION

- A. **Notice to Proceed.** Execution of this AGREEMENT by the PARTIES shall be deemed a “Notice to Proceed” for the GRANTEE to commence work on the PROJECT.
- B. **Schedule.** A schedule for the PROJECT is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT B.
- C. **Inactivity.** The COUNTY may terminate this AGREEMENT if the Phase II engineering agreement for the PROJECT is not executed by the GRANTEE within one (1) year after the Effective Date of this AGREEMENT, as defined in Section V (J) below.
- D. **Suspension or Early Termination.** Subject to Section V (L) below, the GRANTEE agrees that, if the COUNTY determines that the GRANTEE has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant PROJECT milestones or objectives, or is in default under any of the provisions of this AGREEMENT, whether due to failure or inability to perform or any other cause whatsoever, the COUNTY, after written notification to the GRANTEE of said non-compliance or default and failure by the GRANTEE to correct said violations within sixty (60) calendar days, may:
1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or;
  2. demand refund of any funds disbursed to the GRANTEE;
  3. deduct any refunds or repayments from any funds obligated to, but not expended by the GRANTEE, whether from this or any other project;
  4. temporarily withhold cash payments pending correction of deficiencies by the GRANTEE or more severe enforcement action by the COUNTY;
  5. disallow all or part of the cost of the activity or action not in compliance;
  6. take other remedies legally available; or
  7. take appropriate legal action.
- E. **Termination.** Unless extended by the DEPARTMENT's Superintendent or their designee in writing, this AGREEMENT terminates upon the COUNTY's receipt of the final construction plans, specifications, special provisions and cost estimates for the PROJECT and final reimbursement by the COUNTY, or November 30, 2026, whichever date is earlier.
- F. **Extensions.** The DEPARTMENT's Superintendent or their designee may extend in writing any deadline imposed by this section, including, but not limited to, the termination date of the AGREEMENT.

### III. FINANCIAL

- A. **Cost Estimate.** The total estimated cost of Phase II engineering services for the PROJECT is One Hundred Ninety-Three Thousand Dollars (\$193,000).
- B. **Grantee Cost Participation.** The GRANTEE agrees to pay 100% of all actual, incurred Phase II engineering costs for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.

- C. **County Cost Participation.** The COUNTY agrees to reimburse the GRANTEE for 100% of all actual, incurred Phase II engineering costs for the PROJECT (the "COUNTY's SHARE"), up to a total maximum contribution of One Hundred Ninety-Three Thousand Dollars (\$193,000) (the "MAXIMUM CONTRIBUTION").
- D. **Advance Payment.** The COUNTY agrees that upon execution of the Phase II engineering agreement for the PROJECT and receipt of an invoice from the GRANTEE, the COUNTY shall make an advance payment to the GRANTEE in the amount of Ninety-Six Thousand Five Hundred Dollars (\$96,500). This amount represents 50% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- E. **Second Payment.** The COUNTY agrees that upon receipt of the preliminary construction plans, specifications, special provisions and cost estimates for the PROJECT and an invoice from the GRANTEE, the COUNTY shall make a second payment to the GRANTEE in the amount of Forty-Eight Thousand Two Hundred Fifty Dollars (\$48,250). This amount and the advance payment to the GRANTEE represent 75% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- F. **Final Reimbursement.** The COUNTY agrees that upon receipt of the final construction plans, specifications, special provisions and cost estimates for the PROJECT and an invoice from the GRANTEE, the COUNTY shall make a final payment to the GRANTEE for the balance of the COUNTY's SHARE under this AGREEMENT. The amount of the final payment shall be based upon the actual, incurred cost of Phase II engineering services for the PROJECT and shall reflect the COUNTY's prior payments to the GRANTEE. If the prior payments made to the GRANTEE by the COUNTY exceed the COUNTY's SHARE under this AGREEMENT, the COUNTY may require the GRANTEE to return any or all excess funds.
- G. **Final Reimbursement Documentation.** In order to receive final reimbursement from the COUNTY, the GRANTEE must submit the following documentation along with the final invoice:
1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Design, including the name of the PROJECT and its associated section number;
  2. copies of all cancelled checks paid to the consultant(s) (or copies of the associated bank ledgers reflecting the payments), or a letter(s) from the consultant(s) confirming payment was received for the service(s) rendered; and
  3. copies of all associated invoices submitted to the GRANTEE by the consultant(s) for the service(s) rendered.
- H. **Insufficient Documentation.** If the documentation submitted by the GRANTEE for final reimbursement is reasonably deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this AGREEMENT.
- I. **Ineligible Expenditures.** It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the GRANTEE for any expenditures that are:
1. contrary to the provisions of this AGREEMENT;

2. not directly related to carrying out Phase II engineering services for the PROJECT;
3. not paid by the GRANTEE or its consultant(s);
4. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
5. incurred without the consent of the COUNTY after written notice of suspension or termination of any or all of the COUNTY's obligations under Section II (D) of this AGREEMENT; and/or
6. in excess of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.

- J. **Supplemental or Substitute Work.** Either PARTY may request, after the Phase II engineering agreement is awarded by the GRANTEE, that supplemental or costlier substitute work be added to the agreement's scope of work. The GRANTEE will cause said supplemental or substitute work to be added to the agreement, provided that said work shall not unreasonably delay the PROJECT schedule. Unless otherwise agreed to by the PARTIES in writing, whichever PARTY requested or caused said supplemental or costlier substitute work shall pay for the cost increases of said work in full.
- K. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT A.
- L. **Submittals.** All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Design  
Attn: Noel Basquin, P.E.  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 23rd Floor  
Chicago, IL 60602  
E-mail: [Noel.Basquin@cookcountyil.gov](mailto:Noel.Basquin@cookcountyil.gov)

#### IV. REPORTING

- A. **Quarterly Performance Reports.** The GRANTEE must submit quarterly performance reports to the COUNTY not later than thirty (30) calendar days after the reporting period as determined by the COUNTY. Quarterly performance reports must include the following information:
1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Strategic Planning and Policy, including the name of the PROJECT and its associated section number;
  2. an estimated percentage of Phase II engineering work completed for the PROJECT;
  3. a statement indicating whether Phase II engineering work for the PROJECT is on, behind or ahead of schedule;
  4. a record of Phase II engineering activities and expenditures to date and for the current reporting period;
  5. a forecast of quarterly Phase II engineering activities and expenditures for the remainder of the PROJECT; and

6. any significant changes to the PROJECT schedule.

- B. **Extensions.** The GRANTEE may request to extend the due date of any quarterly performance reports and the COUNTY will reasonably consider any such requests.
- C. **Use of Reports.** The COUNTY will use quarterly performance reports to compare the rate of the GRANTEE's actual expenditures to the planned amounts in the approved PROJECT budget (EXHIBIT A) and to track Phase II engineering activities against the approved milestones in the PROJECT schedule (EXHIBIT B).
- D. **Final Performance Report.** The GRANTEE must submit a final performance report with its request for final reimbursement. The final report should describe cumulative Phase II engineering activities, including a complete description of the GRANTEE's achievements with respect to the PROJECT's objectives and milestones. The COUNTY will not issue final reimbursement until the final report is submitted.
- E. **Report Format.** The GRANTEE shall use whatever forms or documents are required for use by the COUNTY in submitting the quarterly and final performance reports.
- F. **Failure to Report.** The GRANTEE understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.
- G. **Submittals.** All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Strategic Planning and Policy  
Attn: Jesse Elam  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 23rd Floor  
Chicago, IL 60602  
E-mail: [Jesse.Elam@cookcountyil.gov](mailto:Jesse.Elam@cookcountyil.gov)

## V. GENERAL CONDITIONS

- A. **Authority to Execute.** The PARTIES have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- C. **Compliance with Laws, Rules and Regulations.** The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this AGREEMENT.

- D. **Conflicts of Interest.** The GRANTEE understands and agrees that no director, officer, agent or employee of the GRANTEE may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement 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 or agreement.
- E. **Conflict with Exhibits.** In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.
- F. **Counterparts.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 21-IICRD-06-EG. The GRANTEE shall include COUNTY section number 21-IICRD-06-EG on all PROJECT-related submittals, including, but not limited to, emails, correspondence and invoices.
- H. **Designation of Representatives.** Not later than fourteen (14) calendar calendar days after the Effective Date of this AGREEMENT, as defined in Section V (J) below, each PARTY shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each representative shall have the authority, on behalf of the respective PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.
- I. **Dispute Resolution.** In the event of any dispute, claim, question or disagreement arising out of the performance of this AGREEMENT, the PARTIES shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the DEPARTMENT's Superintendent shall be final.
- J. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT. This AGREEMENT shall become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.
- K. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written and oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this



E-mail: [Jennifer.Killen@cookcountyil.gov](mailto:Jennifer.Killen@cookcountyil.gov)

To the GRANTEE: Planner/Zoning Officer  
Attn: Edgar Lara  
Village of Maywood  
40 W. Madison Street  
Maywood, IL 60153  
E-mail: [elara@maywood-il.org](mailto:elara@maywood-il.org)

- R. **Project Location.** A map showing the PROJECT limits is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT C.
- S. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.
- T. **Records Maintenance.** The GRANTEE shall maintain during the term of this AGREEMENT and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.
- U. **Reviews and Audits.** The GRANTEE shall give the COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COUNTY funds under this AGREEMENT to necessitate any reviews or audits.
- V. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- W. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- X. **Timely Review and Approval.** Wherever in this AGREEMENT approval or review by either the COUNTY or GRANTEE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- Y. **Venue and Applicable Law.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purposes of any litigation relative to this AGREEMENT and its

enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.

- Z. **Waiver of Default.** The failure by the COUNTY or GRANTEE to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or GRANTEE unless such provision is waived in writing.

*(signature page to follow)*

**IN WITNESS WHEREOF**, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF MAYWOOD:

\_\_\_\_\_  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

\_\_\_\_\_  
Nathaniel George Booker  
Mayor

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

ATTEST: \_\_\_\_\_  
Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:  
Kimberly M. Foxx, State's Attorney

\_\_\_\_\_  
Jennifer "Sis" Killen, P.E., PTOE

By: \_\_\_\_\_  
Assistant State's Attorney

INTERGOVERNMENTAL AGREEMENT  
County of Cook/ Village of Maywood  
Section: 21-IICRD-06-EG  
2021 Invest in Cook Program

**Superintendent**  
**County of Cook**  
**Department of Transportation and Highways**

**EXHIBIT A**

**Funding Breakdown**

<b>PHASE</b>	<b>TOTAL ESTIMATED COST</b>	<b>GRANTEE SHARE</b>	<b>COUNTY SHARE</b>
Phase II Engineering	\$193,000	Balance	100% (up to \$193,000)



# MEMO

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Date: August 10, 2021

To: Village of Maywood

Attn: Ms. Chasity Wells-Armstrong, Village Manager

From: Bill Peterhansen, P.E., CFM

Re: 2021 “Invest in Cook” Grant Award  
Intergovernmental Agreement  
19<sup>th</sup> Avenue – Madison Street to Oak Street  
Design Engineering

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## Background

19<sup>th</sup> Avenue from Madison Street to Oak Street has been in need of improvement for many years. To date, the following steps have been taken to place this project in line for federal funding for construction:

1. In 2018, the Village board approved the re-classification of 19<sup>th</sup> Avenue to “Collector Route” as concurred by IDOT, and thereby opening the door to receiving various grant funding (federal/county/miscellaneous) opportunities for roadway improvements.
2. In 2019, the Village received grant funds from the Invest in Cook program to complete 100% of the Phase I Preliminary Engineering. By performing the Phase I Preliminary Engineering to IDOT standards, this path allows for the construction of the project to be federally funded. The construction costs were determined to be \$2,400,000, which include complete pavement reconstruction, curb and gutter replacement, sidewalk replacement including ADA improvements, utility improvements including complete drainage system updates and combined sewer repairs, and other ancillary items.
3. In 2020, the Phase I Preliminary Engineering was approved by IDOT. Also in 2020, the project was entered into Chicago Metropolitan Agency for Planning (CMAP) 5 Year Transportation Improvement Program through the North Central Council of Mayors (NCCM) and has been programmed Surface Transportation Program (STP) Funds for 80% of the construction of the project in the amount of \$2,171,00, as well as 80% of the

Construction Engineering in the amount of \$262,000. The project is in line for a Fall 2024 Construction Letting.

#### Next Steps

1. The Village will need to complete the Phase II Design Engineering of this project. The Invest in Cook Grant will cover this work at a rate of 100%. This will keep the project on schedule for the Fall 2024 IDOT Construction Letting. If the Phase II Design Engineering is completed, there is also the chance that other projects from other communities on the CMAP 5 Year Plan could “fall through” and construction funding for 19<sup>th</sup> Avenue could move up in the schedule. Furthermore, the pending Federal Infrastructure Bill and/or Federal Covid relief funds could also advance 19<sup>th</sup> Avenue forward on the schedule.

#### Action Needed

If the board would like to move forward as described above, the board will need to approve the Intergovernmental Agreement with Cook County by resolution for the 2021 Invest in Cook grant. Upon the Village approval of the Intergovernmental Agreement, we will provide an Engineering Agreement for a subsequent board meeting.

If you should have questions, please call our office at your convenience.



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

www.ktjlaw.com

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: September 1, 2021**  
**RE: License And Indemnification Agreement (Use of Gym at 200 South 5th Avenue Building) (Maywood Park District and School District No.89)**

Per the direction of Village Board given at the August 31, 2021 Special Village Board Meeting, I have enclosed the following document for review and consideration at the September 7, 2021 Committee of the Whole Meeting and action at the September 21, 2021 Special Village Board Meeting:

LICENSE AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR NON-EXCLUSIVE, TEMPORARY USE PERMIT FOR USE OF VILLAGE-OWNED PROPERTY (Village Property: Gym at 200 South 5th Avenue Building) (Maywood Park District and School Board of Maywood-Melrose Park-Broadview School District No.89)

The Agreement allows the Maywood Park District and the School Board of Maywood-Melrose Park-Broadview School District No. 89 ("SD 89") to use, at no charge, the Gym at the 200 South 5th Avenue Building on certain dates and times from October 11, 2021 to May 13, 2022 to operate certain sports and recreational activities as described in the "Request for Building / Facility Usage", which is attached as Exhibit "1" to the Agreement. The Agreement has the following key terms:

- There is no fee or charge for the basic use of the Gym.
- If LICENSEE uses the Gym outside of the regular Village business hours any day of the week or on the weekend, LICENSEE shall pay the Village the actual overtime costs incurred by the Village for Village staff to open and close the Gym. To the extent possible, the Village agrees to use on-duty Village personnel to assist with the opening and closing of the Gym to avoid the payment of overtime costs.
- Indemnification protection provided to the Village by the Park District and SD 89.
- Insurance certificates and related policies must be obtained by the Park District and SD 89 that designate the Village and the Village Affiliates as "additional insureds".

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.)  
Craig Bronaugh, Fire Chief (w/ encl.)  
Elijah Willis, Acting Police Chief (w/ encl.)  
John West, Director of Public Works (w/ encl.)  
Walter Duncan, Director of Building and Code (w/ encl.)  
Michael A. Marrs, Assistant Village Attorney (w/ encl.)

**LICENSE AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT  
FOR NON-EXCLUSIVE, TEMPORARY USE PERMIT FOR USE OF VILLAGE-OWNED PROPERTY  
(Village Property: Gym at 200 South 5th Avenue Building)  
(Maywood Park District and School Board of Maywood-Melrose Park-Broadview School District No. 89)**

This License and Release, Hold Harmless and Indemnification Agreement (“Agreement”) has been entered into this \_\_\_ day of September, 2021, by the Village of Maywood, an Illinois municipal corporation (the “Village”), and the **Maywood Park District (the “Park District”) and the School Board of Maywood-Melrose Park-Broadview School District No. 89 (“School District”)** (collectively the “LICENSEE” or individually as “CO-LICENSEE”), in regard to the following. (The Village and the LICENSEE are also at times referred to herein individually as a “Party” and collectively as the “Parties”.)

**WHEREAS**, the Village owns a building and real estate located at 200 South 5th Avenue, Maywood, Illinois 60153 (the “Village Property”); and

**WHEREAS**, LICENSEE desires to use a portion of the Village Property consisting of: **the Village Gym** located at the 200 South 5th Avenue Building to operate certain sports and recreational activities as described in the attachment entitled “Request for Building / Facility Usage from October 11, 2021 to May 13, 2022” (collectively the “Activity”) on the dates and times set forth in the attachment (collectively, the “Activity Dates and Times”), subject to scheduling modifications by the Village Manager as provided in this Agreement. A copy of the Request for Building / Facility Usage is attached to this Agreement as **Exhibit “1”** and made a part hereof.

**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 \$NONE** 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 the expiration of this Agreement, unless it is terminated by either Party prior to that date.**
- B. 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 Gym for one or more days for any public health and safety purpose or municipal purpose or use. Any public health and safety purpose or municipal purpose or use of the Gym by the Village takes priority over the LICENSEE’s use of the Gym under this Agreement.**
- C. Upon ten (10) days prior written notice to the LICENSEE, the Village Manager may permanently modify the LICENSEE’s right to use the Gym by changing the above-referenced Activity Dates and Times to accommodate any other public health and safety purpose or municipal purpose or use. In such case, the Village Manager will provide the LICENSEE with a letter that modifies this Agreement and states the new Activity Dates and Times for the LICENSEE to conduct the Activity.**
- D. Either Party may 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.**
- E. If LICENSEE uses the Gym outside of the regular Village business hours any day of the week or the weekend, LICENSEE shall pay the Village the actual overtime costs incurred by the Village for Village staff to open and close the Gym. To the extent possible, the Village agrees to use on-**

**duty Village personnel to assist with the opening and closing of the Gym to avoid the payment of overtime costs.**

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:

- A. *Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate*
- B. *Umbrella Coverage – \$3,000,000*
- C. *Property Damage – \$500,000 per occurrence*
- D. *Workers' Compensation – Statutory*

***[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]***

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 "2"** 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, which date shall be inserted into the first paragraph of this Agreement.

**IN WITNESS WHEREOF**, the Parties to this Agreement have executed this Agreement as of the dates listed below.

**VILLAGE OF MAYWOOD**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Village President or Village Manager

Date: \_\_\_\_\_, 2021

**CO-LICENSEE:  
SCHOOL BOARD OF MAYWOOD-MELROSE PARK-  
BROADVIEW SCHOOL DISTRICT NO. 89**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
President or Superintendent

Date: \_\_\_\_\_, 2021

**CO-LICENSEE:  
MAYWOOD PARK DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
President or Executive Director

Date: \_\_\_\_\_, 2021

**Exhibit "1"**

**Request for Building / Facility Usage for Use of the Village Gym  
at the 200 South 5<sup>th</sup> Avenue Building  
from October 11, 2021 to May 13, 2022**

(attached)

**Request of Building/Facility Usage**

The combined request is from the following entities:

Maywood Park District – School District 89

Area Requested: 200 S. 5<sup>th</sup> Gymnasium location

Reason:

1. Usage of the Gym to facility sports for the school district programs. See attached schedule  
Start Date: October 11, 2021 thru May 13, 2022.

Schedule will include multiple sports components

- Cross Country (Boys and Girls) (F)
- Basketball (Girls) (F)
- Boys Basketball (W)
- Girls Volleyball (W)
- Boys Volleyball (S)
- Boys Soccer (F)
- Coed Wrestling (W)
- Girls Soccer (S)
- Coed Softball (S)
- Cheer (W/F)

2. Usage of the Gym to facility sports for the Park District programs. Supporting programs that work in conjunction with the school-based programs will include the above with additional recreational components.

- Power Tumbling
- Flag Core
- Drill Team
- Archery
- Track and Field

Both entities will be working in tandem to provide the necessary wrap around component. We hope that this is the beginning of discussion that will result in the establishment of Unified Youth Recreation Sports Program for the community.

Respectfully

Lonette C. Hall, Executive Director Maywood Park District

Mike Lawrence

District 89 Athletic Coordinator

Serving Maywood, Melrose Park and Broadview

# DISTRICT 89 2021-2022 ELEMENTARY SPORTS SCHEDULE

Sport/Season	Grade Level	Start Date	Try-outs	Games Begin	Conference Mct/Tournament	End Date	Duration
<b>FALL SPORTS</b>							
Boys and Girls X-Country (F)	3rd/4th/5th	First Day of School	No cut	N/A	Week of 10/11/21	10/15/2021	8wks
Girls Basketball (F)	4th/5th	First Day of School	First Day of School	9/15/2021	Week of 11/1/21	11/5/2021	11wks
Boys Soccer (F)	4th/5th	First Day of School	First Day of School	9/16/2021	Week of 11/1/21	11/5/2021	11wks
<b>WINTER SPORTS</b>							
Boys Basketball (W)	4th/5th	Week of 11/1/21	Week of 11/1/21	11/17/2021	Week of 1/31/22	2/11/2022	11 Wks
Girls Volleyball (W)	4th/5th	Week of 12/6/22	No cut	N/A	Week of 2/7/22	2/11/2022	7 Wks
Coed Wrestling (W)	3rd/4th/5th	Week of 1/24/22	No cut	N/A	Week of 3/7/22	3/11/2022	7 Wks
<b>SPRING SPORTS</b>							
Girls Soccer (S)	4th/5th	Week of 2/14/22	Week of 2/14/22	3/2/2022	Week of 4/25/22	4/29/2022	10 Wks
Boys Volleyball (S)	4th/5th	Week of 2/21/22	No cut	N/A	Week of 4/11/22	4/14/2022	7 Wks
Coed Softball (S)	4th/5th	Week of 3/28/22	No cut	N/A	Week of 5/9/22	5/13/2022	7 Wks
<b>FALL/WINTER</b>							
Cheer (F/W)	3rd/4th/5th	First Day of School	No Cut	N/A	N/A	2/11/2022	21 Wks

**Exhibit "2"**

**Certificate of Insurance obtained by LICENSEE**

**(as required in this Agreement)**

(attached)



Interfaith Housing Development Corporation • 411 S. Wells Street Suite 401 Chicago, IL 60607  
312-274-8200 • 312-274-0292 Fax • [www.ihdc.org](http://www.ihdc.org)

September 1, 2021

Chasity Wells-Armstrong  
Village Manager  
Village of Maywood  
40 Madison Street  
Maywood, IL 60153

**SUBJECT: Parking Issues Related to 800 S. 5<sup>th</sup> Avenue (Fifth Avenue Apartments)**

Dear Ms. Wells-Armstrong:

This is our response to your letter dated August 11, 2021.

I am pleased that our 72-unit apartment building was completed on time despite the many challenges presented by COVID19. Interfaith Housing Development Corporation (here IHDC) has brought over \$15 million in capital funding into the Village of Maywood along with over 100 individuals who are new Maywood residents.

Each new building we develop must be assimilated into the immediate community. Parking is always part of that process. We are taking the following actions to ensure cars owned by residents of Fifth Avenue Apartments do not adversely impact our neighbors.

- IHDC has contracted with a towing company. In September, signage will be installed by the towing company along the 18 onsite spaces off the alley and at the 7 onsite spaces immediately outside the entrance of Fifth Avenue Apartments on Warren Avenue (south side of the street). This will prevent unauthorized persons from parking in these onsite spaces that are reserved exclusively for the residents of our building.
- All tenants are required to register their car with building management. Each tenant must prove that they own the car and that they have a current auto insurance policy. Each tenant who has registered their car with building management will be given a sticker that will be provided by the towing company.
- All residents with cars also will be instructed to purchase residential parking stickers from the Village of Maywood. If the 25 onsite parking spaces are occupied, residents will be instructed to park in the Maywood municipal lot that is located between School and Madison Streets on the west side of the street.
- Residents specifically will be instructed never to park in 7 parking spaces on the north side of Warren immediately outside of T & JJs Catering.



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- Once the Village completes the diagonal parking spaces on Warren Street between 5<sup>th</sup> and 4<sup>th</sup> Avenues, as detailed in the enclosed site plan from the 2017 Maywood Redevelopment Agreement for Fifth Avenue Apartments, IHDC asks that the 16 diagonal parking spaces on the south side of Warren be designated for residents of Fifth Avenue Apartments. We understand that the 16 parking spaces along the north side of Warren between 4<sup>th</sup> and 5<sup>th</sup> will be set aside for the commercial district.
- All residents are being informed that the Village of Maywood has an overnight street parking ban. During overnight hours, residents are allowed to park either in the 25 onsite spaces, the municipal lot between Madison and School Streets, or along the south side of Warren between 4<sup>th</sup> and 5<sup>th</sup> Avenues once those diagonal spaces are completed. Until the commercial space at Fifth Avenue Apartments becomes occupied, residents also can park in the 7 diagonal onsite parking spaces on the north side of School Street.

We hope this will address the concerns regarding parking by residents of our development. We will be in attendance at the Maywood Committee of the Whole on Tuesday evening, September 7, 2021, to present our plan and to answer any questions. We also will continue to work with Village staff to address any parking issues as they arise.

Sincerely,

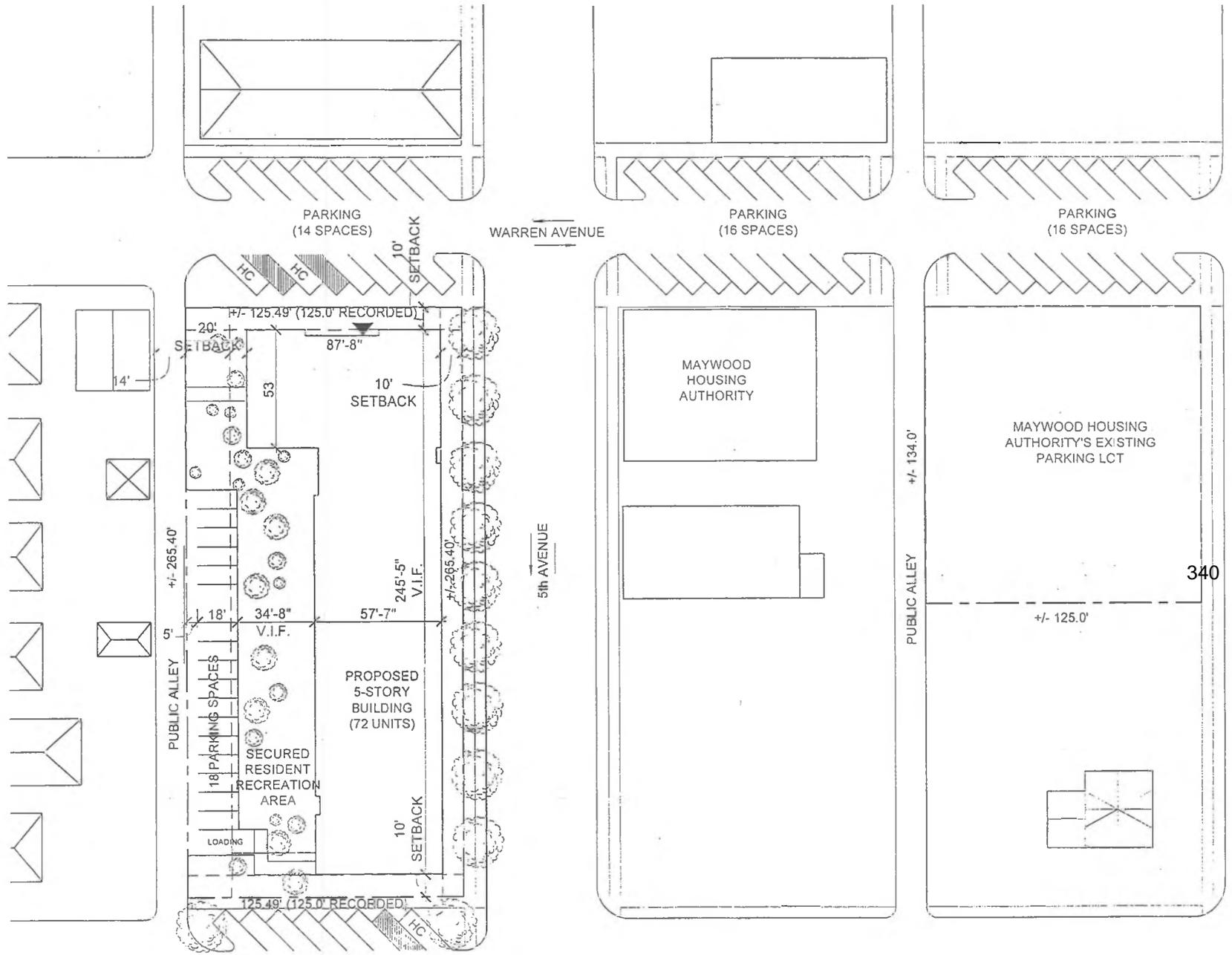
  
Perry B. Vietti  
President

Enclosure: Exhibit B of the Redevelopment Agreement - Village Approved Site Plan for On-Site and Off-Site Parking

EXHIBIT "B"

Village-Approved Site Plan For 5th Avenue Homes With On-Site and Off-Site Parking Space Plan  
dated October 2, 2017 and Prepared by HED

(attached)



N  
 SITE PLAN  
 Scale: 1" = 50'-0"

EXHIBIT "B"