NOTICE AND AGENDA FOR
COMBINED COMMITTEE OF THE WHOLE / SPECIAL VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, NOVEMBER 1, 2022 AT 7:00 P.M.
COUNCIL CHAMBERS
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS

THIS MEETING WILL BE CONDUCTED AS AN IN-PERSON MEETING.

Options to watch and listen to the public meeting:
Live Stream at Village Website Home Page via Village Facebook and YouTube platforms:
Go to www.maywood-il.org and Click "Video On Demand".
Public comments can be 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.

AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Invocation**
4. **Pledge of Allegiance to the Flag**
5. **Approval of minutes for the Committee of the Whole and the Village Special Board Meeting of the Board of Trustees and the Public Hearing for a Temporary 180-Day Moratorium on Tuesday, November 1, 2022.** **7**
6. **Oaths, Reports, Proclamations, Announcements and Appointments**
7. **COMMITTEE OF THE WHOLE AGENDA ITEMS:**

   A. **DECEMBER 6, 2022 TRUTH IN TAXATION PUBLIC HEARING ON THE PROPOSED 2022 REAL ESTATE TAX LEVY (See Separate Agenda for the Truth In Taxation Public Hearing 2022 Tax Levy Ordinance; Chicago-Sun Times Certificate of Publication of December 6, 2022 Truth In Taxation Public Hearing Notice; the Public Hearing Notice and KTJ Memo dated September 14, 2022 without its enclosures)** **15**

   B. **DECEMBER 6, 2022 TIF DISTRICT PUBLIC HEARING REGARDING A PROPOSED REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE LOUNGE, INC. FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET/FIFTH AVENUE TAX INCREMENT** **31**

FINANCING DISTRICT (See Separate Agenda for the TIF District Public Hearing, Chicago-Sun Times Certificate of Publication for December 6, 2022 Public Hearing; the TIF District Public Hearing Notice, the Redevelopment Agreement, the Approving Resolution and the KTJ Memo dated November 30, 2022)

8. **Finance Management Reports:**

A. Financial Analysis for the month ending October 31, 2022. 71

B. Financial Report in the amount of $2,310,175.

C. Warrant List #200532 dated November 30, 2022 in the amount of $4,146,666.94. 111

9. **Village President's Report:**

A. Exploring Youth & Mentoring Adults Initiative 125

B. Liquor Commission Appointment (Amanda Smith) 127

C. Planning & Zoning Commission Appointment (Benjamin Avery) 132

D. National League of Cities - City Summit Conference Review 137

E. Joint Cannabis & Tobacco Commissioner Appointments

- Felicia Nelson-Brown
- Keith Moore
- Steve Smiley
- Amanda Smith
- Tori Garron

10. **Public Comments:**

11. **Village Manager's Report:**

A. Village Manger and Department(s) report

B. Report regarding 2022 Employee Handbook, Human Resources Policies and Forms. 140

12. **Village Attorney Report:**

A. Status Report regarding: 2022 Real Estate Tax Levy Process and adoption of Resolution determining Estimated 2022 Tax Levy.

B. Status Report regarding: New Labor Agreement with Metropolitan Alliance of Police for Police Patrol Officers (Term: May 1, 2020 to April 30, 2024).

C. Status Report regarding: Extension of Employee Leasing Agreement for Acting Village Manager James Krischke with GOVTEMPSUSA, LLC (Extended Six-Month Term: December 31, 2022 to June 30, 2023 with Option for Bi-Weekly Term Extensions Through December 31, 2023).

D. Examples of Digital - Electronic Signage Regulations, with cover memo dated November 30, 2022 from Klein, Thorpe and Jenkins, Ltd. 142

13. **Trustee Committee Reports:**

A. Community Policing & Public Safety Committee:

1) Recommendation regarding: Memorandum of Understanding (MOU) With Illinois State Police for Transmittal, Receiving and Storage of Leads, NCIC and SOS Information and Data

2) Recommendation regarding: Purchase Contract with Sutphen for Fire Truck and Related Apparatus.

3) Purchase of New Furnace for Maywood Fire Station #1.

B. Engagement & Communications Committee: No report.

C. Fiscal Accountability & Government Transparency Committee. No Report

D. Infrastructure & Sustainability Committee: No Report

E. Ordinance & Policy Committee: No Report

F. Planning & Development Committee:

1) Need for rezoning of proposed billboard parcel site located at School District 89 parcel north of Harrison Street to Institutional Zoning District to allow billboard installation and operation [Public Hearing before Plan Commission / Board of Appeals is required and final approval of rezoning ordinance by Village Board]

14. **SPECIAL VILLAGE BOARD MEETING AGENDA ITEMS:**

15. **Omnibus Agenda Items:**

A. Motion to approve the Monthly Finance Report in the amount of $2,310,175.

B. Motion to Approve the Warrant List #200532 dated November 30, 2022 in the amount of $4,146,666.94.

C. Motion to Approve Village Lien Waiver in the amount of $9,547.41 for the real property located at 1827 South 18th Avenue, Maywood, Illinois to allow a Tax Deed title transfer to the Cook County Land Bank.

D. Motion to Ratify the Approval of Payment to the Maywood Park District in the amount of $16,234.38 for the Village's Contribution Share of a Proposed Dog Park Improvement per Park Warehouse, LLC Quote dated November 1, 2022 and pursuant to Intergovernmental Agreement between the Village of Maywood and The Maywood Park District Relative to the Conveyance of Village-Owned Park Property, Equipment and Facilities. 147

E. Motion to Ratify the Approval of Payment to the Maywood Park District in the amount of $37,616.28 for the Village's Contribution Share of Proposed Park Recreation Improvements at Conner Heise Park (Option 2) per Cunningham Recreation Quote dated October 4, 2022 and pursuant to Intergovernmental Agreement between the Village of Maywood and the Maywood Park District Relative to the Conveyance of Village-Owned Park Property, Equipment and Facilities. 149

F. Motion to Approve Purchase of a new Furnace from Supreme Heating LLC of Maywood, Illinois for installation at Maywood Fire Station #1 in the amount of $9,325.46 per solicitation of competitive proposals or competitive bidding process. 153

G. RESOLUTION AUTHORIZING AND APPROVING THE 2022 VILLAGE OF MAYWOOD EMPLOYEE HANDBOOK, HUMAN RESOURCES POLICIES AND FORMS, with a copy of the 2022 Employee Handbook, Human Resources Policies and Forms attached to the Resolution as Exhibit "A", with a cover memo dated November 30, 2022 from Klein, Thorpe and Jenkins, Ltd. 167

H. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF MUTUAL AID BOX ALARM SYSTEM (MABAS) MASTER AGREEMENT, with the Agreement attached as Exhibit "A", with a cover memo dated November 30, 2022 from Klein, Thorpe and Jenkins, Ltd. 271

I. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LABOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN ALLIANCE OF POLICE FOR POLICE PATROL OFFICERS 305

(Term: May 1, 2020 to April 30, 2024), with the Agreement attached as Exhibit "A", with a cover memo dated November 30, 2022 from Klein, Thorpe and Jenkins, Ltd.

J. RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING 393
(MOU) WITH THE ILLINOIS STATE POLICE FOR TRANSMITTAL, RECEIVING AND STORAGE OF LEADS, NCIC AND SOS INFORMATION AND DATA, with the Memorandum of Understanding attached as Exhibit "A", with a cover memo dated November 30, 2022 from Klein, Thorpe and Jenkins, Ltd.

K. RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS FOR THE PURCHASE OF 403
ONE (1) NEW FIRE TRUCK, AND APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH SUTPHEN CORPORATION IN THE AMOUNT OF $624,779.28 FOR THE PURCHASE, CONSTRUCTION AND DELIVERY OF ONE (1) SUTPHEN HEAVY DUTY CUSTOM MONARCH PUMPER FIRE TRUCK, with the Agreement attached as Exhibit "A", with a cover memo dated November 30, 2022 from Klein, Thorpe and Jenkins, Ltd.

L. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN UPDATED EXHIBIT "A" TO 429
EMPLOYEE LEASING AGREEMENT FOR ACTING VILLAGE MANAGER WITH GOVTEMPSUSA, LLC FOR AN EXTENDED SIX-MONTH TERM (DECEMBER 31, 2022 TO JUNE 30, 2023) WITH OPTION FOR BI-WEEKLY TERM EXTENSIONS THROUGH DECEMBER 31, 2023 AND AN INCREASE IN BASE WEEKLY COMPENSATION (James Krischke), with a cover memo dated November 30, 2022 from Klein, Thorpe and Jenkins, Ltd.

M. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A 2022 COMMUNITY 436
DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN COOK COUNTY AND THE VILLAGE OF MAYWOOD (2023 CDBG Roadway Resurfacing Improvements Project: 19th Avenue from Van Buren Street to Winfield Scott Park, Huron Street from 5th Avenue to 4th Avenue, and 6th Avenue from Hugh Muir Lane to Walton Street), with the Agreement attached as Exhibit "A", with a cover memo dated November 30, 2022 from Klein, Thorpe and Jenkins, Ltd.

N. RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE (BLR 09110) (PROJECT: 486
WASHINGTON BOULEVARD IMPROVEMENTS (21ST AVENUE TO 9TH AVENUE) – PHASE III CONSTRUCTION; SECTION NO. 18-00139-00-PV; JOB NUMBER C-91-187-18) (Illinois Department of Transportation Form), with a cover memo dated November 28, 2022 from Village Engineer (Hancock Engineer).

O. RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION 550
(JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK) TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS ALONG WASHINGTON BOULEVARD UNDER IDOT PROJECT NUMBER V8AD(050), STATE JOB NO. C-91-187-18, MFT SECTION NO. 18-00139-00-PV, with the Agreement attached as Exhibit "A", with a cover memo dated November 28, 2022 from Village Engineer (Hancock Engineer).

P. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF 554
TRANSPORTATION LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PHASE III CONSTRUCTION ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD PUBLIC IMPROVEMENT PROJECT (21ST AVENUE TO 9TH AVENUE) AND FOR THE APPROPRIATION AND EXPENDITURE OF CERTAIN VILLAGE FUNDS TO PAY FOR THE ENGINEERING SERVICES, with the Agreement attached as Exhibit "A", with a cover memo dated November 28, 2022 from Village Engineer (Hancock Engineer).

Q. ORDINANCE AMENDING SUBSECTION A (NO PARKING AT ANY TIME) OF SCHEDULE 559
III (NO PARKING ZONES) OF CHAPTER 76 (PARKING SCHEDULES) OF TITLE VII (TRAFFIC CODE) OF THE MAYWOOD VILLAGE CODE (Signs Authorized: No Truck Parking Signs Along

North Side of St. Charles Road From the West Right-of-Way Line of South 5th Avenue to the East Right-of-Way Line of South 7th Avenue)

R. ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 30 (VILLAGE ADMINISTRATION), SECTION 30.04 (VILLAGE MANAGER) OF THE MAYWOOD VILLAGE CODE TO GRANT THE VILLAGE MANAGER LIMITED AUTHORITY TO APPROVE REDUCTIONS AND WAIVERS OF VILLAGE REAL PROPERTY LIENS, with a cover memo dated November 30, 2022 from Klein, Thorpe and Jenkins, Ltd. 563

S. ORDINANCE AMENDING THE MAYWOOD VILLAGE CODE TO ADD A NEW SECTION 94.24 (HONORARY STREET SIGNS) TO CHAPTER 94 (STREETS, ALLEYS AND SIDEWALKS) OF TITLE IX (GENERAL REGULATIONS), AMENDING THE VILLAGE'S POLICY REGARDING HONORARY STREET SIGN DESIGNATIONS AND UPDATING TABLE II (NAMING OF STREETS) OF THE TABLE OF SPECIAL ORDINANCES OF THE MAYWOOD VILLAGE CODE TO ADD HONORARY STREET SIGN DESIGNATIONS FOR EUGENE "GENE" MOORE AND NORTHICA HILLERY STONE, with a cover memo dated November 30, 2022 from Klein, Thorpe and Jenkins, Ltd. 568

16. **New Business:**

A. ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY, with Certification of Compliance with Truth in Taxation Law. 579

B. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE LOUNGE, INC. FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, with a cover memo dated November 30, 2022 from Klein, Thorpe and Jenkins, Ltd. 595

17. **Old Business:**

A. ORDINANCE TO ESTABLISH A TEMPORARY 180-DAY MORATORIUM REGARDING THE LOCATION, DEVELOPMENT, INSTALLATION, CONSTRUCTION, LICENSING AND OPERATION OF NEW BARBER SHOPS, HAIR SALONS, NAIL SHOPS, LIVE MUSIC PERMITS, POP-UP RETAIL STORES, SPECIAL EVENT SPACES, TOBACCO SHOPS AND FASTFOOD RESTAURANTS IN THE VILLAGE OF MAYWOOD. 635

B. Motion to ratify the approval of RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MASTER SERVICES AGREEMENT, ADDENDUM TO AGREEMENT, INSTALLMENT PAYMENT AGREEMENT AND STATEMENT OF WORK WITH IMPACT NETWORKING, LLC FOR IT SUPPORT SERVICES AND PURCHASE AND MAINTENANCE OF IT EQUIPMENT, with a cover memo dated October 26, 2022 from Klein, Thorpe and Jenkins, Ltd. 640

18. **Board of Trustee Comments:**

19. **For Discussion Only Items:**

20. **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. The purchase or lease of real property for use by the Village (5 ILCS 120/2(c)(5)).

E. The setting of a price for sale or lease of property owned by the Village (5 ILCS 120/2(c)(6)).

21. **Adjournment**

cc:	Mayor	Nathaniel George Booker
	Trustees:	Isiah Brandon Miguel Jones Melvin L. Lightford, Sr. Aaron Peppers Antonio Sanchez Shabaun Reyes-Plummer
	Village Clerk	Gwaine Dianne Williams
	Acting Village Manager	James Krischke

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 Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan and the mask mandate for individuals within indoor public places.

VILLAGE OF MAYWOOD
BOARD OF TRUSTEES
PUBLIC HEARING – TEMPORARY 180-DAY MORATORIUM
TUESDAY, NOVEMBER 1, 2022

Call to Order

The Special Board Meeting of Tuesday, November 1, 2022 was called to order by Mayor Nathaniel George Booker at 7:30 p.m. in the Council Chambers at 125 South 5th 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. Lightford, A. Peppers and I. Brandon. Absent: Trustee M. Jones. There being a Quorum present, the meeting was convened.

Staff Attendance:

LaSondra Banks, Community Engagement Manager
Craig Bronaugh Jr., Fire Chief
James Ellexson, Director of Human Services
Michele Kitch, Business Attraction
Michael Jurusik, Village Manager
Bill Peterhansen, Village Engineer
Lanya Satchell, Director of Finance
Angela smith, Director of Community Development
Connie Thompkins, Deputy Clerk II
John West, Director of Public works
Gwaine Dianne Williams, Village Clerk
Theodore Yancy, Deputy Chief of Police

Acknowledge of Public Hearing Notice published in a newspaper. Mayor Booker made the announcement.

A. Presentation regarding the Proposed Temporary 180-Day Moratorium on the location, development, installation, construction, licensing and operation of new barber shops, hair salons, nails shops, special event spaces, tobacco shops and fast-food restaurants in the Village of Maywood (Village Manager, Community Development Director and Village Attorney).

   * Ms. Smith gave an overview of the presentation.

Questions and comments by Board members: Discussion ensued.

Questions by the Public and Public Comment: Public comments by M. Dimitrova, P. Donev and D. McFee. Mayor Booker responded.

Final questions and comments by Board members: Discussion ensued.

Motion to recommend Approval of an Ordinance to Establish a Temporary 180-Day Moratorium Regarding the location, development, installation, construction, licensing and operation of new barber shops, hair salons, nail shops, special event spaces, tobacco shops and fast-food restaurants in the Village of Maywood.

Motioned by Trustee Reyes-Plummer and Seconded by Trustee Sanchez to approve.
Discussion: None
Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford and A. Peppers
Nays: Trustee I. Brandon
Abstain: None
Absent: Trustee M. Jones
Motion Carried

Motioned by Trustee Reyes-Plummer and Seconded by Trustee Sanchez to close the Public Hearing at 7:30 p.m.
Discussion: None
Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford, A. Peppers and I. Brandon
Nays: None
Abstain: None
Absent: Trustee M. Jones
Motion Carried

_____ _____

Nathaniel George Booker, Mayor Gwaine Dianne Williams, Village Clerk

cc: Mayor Nathaniel George Booker
Board of Trustees
Village Manager, Jim Krischke
Village Clerk, Gwaine Dianne Williams

COMBINED COMMITTEE OF THE WHOLE / SPECIAL VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD MINUTES
TUESDAY, NOVEMBER 1, 2022

Call to Order

The Village of Maywood Board of Trustees Special Board Meeting of Tuesday, November 1, 2022 was called to order by Mayor Nathaniel George Booker at 7:01 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

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

Staff Attendance:

LaSondra Banks, Community Engagement Manager
Craig Bronaugh Jr., Fire Chief
James Ellexson, Director of Human Services
Michele Kitch, Business Attraction & Retention Coordinator
James Krischke, Village Manager
Michael Jurusik, Village Attorney
Bill Peterhansen, Village Engineer
Lanya Satchell, Director of Finance
Angela Smith, Director of Community Development
Connie Thompkins, Deputy Clerk II
John West, Director of Public works
Gwaine Dianne Williams, Village Clerk
Theodore Yancy, Deputy Chief of Police

Invocation: Trustee A. Peppers

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

Approval of minutes for the Committee of the Whole and the Village Special Board Meeting of the Board of Trustees Tuesday, October 4, 2022.

Motioned by Trustee Brandon and Seconded by Trustee Second to approve.
Discussion: None
Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford, A. Peppers and I. Brandon
Nays: None
Abstain: None
Absent: Trustee M. Jones
Motion Carried

Oaths, Reports, Proclamation, Announcements and Appointments – Mayor Booker made announcements of public interest.

A. Elements of a Healthy Maywood
B. Quinn Center Thanksgiving Food Initiative
C. D89 Education Foundation "Tomorrow Needs Today" Scholarship Dinner.

* Mayor Booker gave summaries of Items A through C.
* Ms. Banks made various village announcements for bereavements, congratulatory for Al's Drive-In and Ms. Princess Lange, Maywood Supportive Living currently open, snow removal season (10/31 – 12/30/2022), leaf season and yard waste handouts

Finance Management Report(s):

A. Financial Analysis for the month ending September 30, 2022.
B. Financial Report in the amount of $1,998,743.44.
C. Village of Maywood Warrant List No. 200531 through October 26, 2022 in the amount of $2,159,559.28.
D. Status Report regarding: 2022 Tax Levy information.

* Ms. Satchell reported the village is roughly at 42% of the budget for the year.

Village President Report:

A. Status Report regarding: Proposed Regular Meeting Schedules of the Committee of the Whole of the President and Board of Trustees and the President and Board of Trustees of the Village of Maywood for Calendar Year 2023.
B. Discussion on National League of Cities Healthy Community Challenge.
C. Discussion on Illinois Fund.
D. Discussion on Metropolitan Mayors Caucus – Greenest Region Compact.
E. Discussion on Tree Lighting Ceremony on Saturday, December 3rd.
F. Discussion on street naming of Northica Stone.
G. Discussion on street naming of Eugene Moore.
   * The Board was in agreement to move forward on Item A and no objections to Items F and G.

H. Maywood Park District Update. Director Hall gave a PowerPoint presentation.

Motioned by Trustee Brandon and Seconded by Trustee Lightford to approve park equipment only in the amount of $37,000.
Discussion: None
Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford and I. Brandon
Nays: Trustee A. Peppers
Abstain: None
Absent: Trustee M. Jones
Motion Carried

Public Comment by: B. Cole

Village Manager's Report:

A. Monthly report by Village Manager.
B. Status Report regarding: Special Use Permit Request for new business "Yours Gaming" (October 25, 2022 Public Hearing before Plan Commission/Zoning Board of Appeals). (See Omnibus 16N).
C. Status Report regarding: IT Professional Services Contract with Impact Technologies for IT Services. (See Trustee Committee Reports Item 14D).
D. Status Report regarding: Illinois Department of Transportation Resolutions for Certain Maintenance Projects. No discussion
E. Status Report regarding: Memo for Construction Pay Requests as shown on the Monthly Financial Report for payment.
   * No discussion on the above items

Village Attorney Report:

A. Status Report regarding: 2022 Real Estate Tax Levy process and adoption of Resolution determining Estimated 2022 Tax Levy. (See Omnibus Item 16H).
B. Status Report regarding: New Labor Agreement with Metropolitan Alliance of Police for Police Patrol Officers (Term: May 1, 2022 to April 30, 2024).
   * No discussion on Item A and Attorney Jurusik pulled Item B.

Trustee Committee Reports:

A. Community Policy and Public Safety Committee – No Report

B. Engagement and Communications Committee – No Report

C. Fiscal Accountability and Government Transparency Committee:
   1. Recommendation regarding: Client Service Agreement (CompCorePro, LLC) with HIPPA Business Associate Agreement regarding medical oversight and coordination of care services to manage Village workers' compensation claims.

   2. Recommendation regarding: Proposed increase to all Business License Fees and/or Business Registration Fees with a value less than $100 be increased to a maximum of $100.

   3. Recommendation regarding: Ratification of the Purchase Agreement for Stryker Medical AED units at a cost of $5,699.84 (bid waiver required): Stryker Medical AED units are compatible with existing equipment and preferred equipment).

D. Infrastructure and Sustainability Committee:
   1. Resolution Authorizing the Approval and Execution of a Master Services Agreement, Addendum to Agreement, Installment Payment Agreement and Statement of work with Impact Networking, LLC for IT Support Services and Purchase and Maintenance of IT Equipment, with a cover memo dated October 26, 2022 from Klein, Thorpe and Jenkins, Ltd.

E. Ordinance and Policy Committee:
   1. Recommendation regarding: Code Amendment Ordinance regarding update to Business Regulations and Zoning Regulations and to create a combined Liquor Commission/Tobacco-Cigar-Hookah-Cannabis Commission. (See Omnibus 16M).

F. Planning and Development Committee:
   1. Recommendation regarding: Temporary 180-Day Moratorium regarding location, development, installation, construction, licensing and operating of new barber shops, hair salons, nail shops, special event spaces, tobacco shops and fast-food restaurants in the Village of Maywood. (See New Business Items 17A and 17B).
   2. Recommendation regarding: Adding a new Community Development/GIS Assistant position within the Community Development Department for Fiscal Year 2022 – 2023 with a start date in First Quarter of 2023 (Budget amendment required).
   3. Recommendation regarding: consensus on creating an RDA between Exclusive Lounge, Inc. and the Village of Maywood.

SPECIAL VILLAGE BOARD MEETING AGENDA ITEMS

Omnibus Items:

Motioned by Trustee Reyes-Plummer and seconded by Trustee Sanchez to approve Omnibus Items A thru O.

A. Motion to Approve the Monthly Financial Report in the amount of $1,998,743.44. **B**. Motion to Approve Warrant List #200531 dated October 26, 2022 in the amount of $2,159,559.28. **C**. Motion to Approve Village Waiver in the amount of $13,109.79 for the real property located at 2128 South 10th Avenue, Maywood, Illinois to allow a Tax Deed Title transfer to the Cook County Land Bank. **D**. Motion to Approve a new Community Development/GIS Assistant Position within the Community Development Department for Fiscal Year 2022 – 2023 with a start date in First Quarter of 2023, subject to budget amendment ordinance being approved by the Village Board. **E**. Motion to Ratify Approval and Execution of the Purchase Agreement with Stryker Medical for AED units at a cost of $5,699.84 with a bid waiver (Stryker Medical AED units are compatible with existing AED equipment and is the equipment preferred by the Maywood Fire Department). **F**. Resolution Approving the Regular Meeting Schedules of the Committee of the Whole of the President and Board of Trustees and the President and Board of Trustees of the Village of Maywood for Calendar Year 2023 with Meeting Calendar Year 2023 attached as Exhibit "A". **G**. Resolution Authorizing the Approval and Execution of a Client Service Agreement for the Performance of Electronic Management of Workers' Compensation Claims between the Village of Maywood and CompCorePro, LLC with Client Service Agreement (CompCorePro) and its HIPPA Business Associate Agreement (Exhibit "A" to the Resolution). **H**. Resolution determining the Estimated Village of Maywood Real Estate Tax Levy for Year 2022. **I.** Approval of Illinois Department of Transportation Resolutions for Certain Maintenance Projects, with a cover memo dated October 26, 2022 from Village Engineer (Hancock Engineer). **J**. Ordinance Approving Change Order Number 1 to the Construction Contract with Swallow Construction Corporation for the First Avenue Water Main Improvements Project and Authorizing the Expenditure of Madison Street/5th Avenue TIF District Funds to pay for Such Change Order Work.

K. Ordinance Approving a Special Use for an Indoor Recreation Facility Use at 1115 Madison Street – Garron/Yours Gaming LLC. **L**. Ordinance Amending Annual Business License Fees at Section 110.01 (Licenses Required), Section 110.13 (Fees) and Section 110.18 (Registration of Business) of Chapter 110 (Business Licenses) of Title Xi (Business Regulations) of the Maywood Village Code. **M**. Ordinance Amending Chapters 116 (Tobacco), 117 (Alcoholic Beverages) and 129 (Cannabis Business Establishments) of the Maywood Village Code and Adding Chapter 129(B) (Joint Commission for Tobacco & Cannabis Regulation and Licensing) to Create a Joint Commission for Tobacco & Cannabis Regulation and Licensing. **N**. Resolution for Street Sign Designation for Northica H. Stone. **O**. Resolution for Street Sign Designation for Eugene "Gene" Moore.

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford, A. Peppers and I. Brandon
Nays: None
Abstain: None
Absent: Trustee M. Jones
Motion Carried

New Business Items:

A. Agenda for November 1, 2022 Public Hearing concerning a Temporary 180-day Moratorium regarding the location, development, installation, construction, licensing and operation of new barber shops, hair salons, nail shops, special event spaces, tobacco shops and fast-food restaurants in the Village of Maywood.
    1. Draft Ordinance to establish a Temporary 180-day Moratorium regarding the location, development, installation, construction, licensing and operation of new barber shops, hair salons, nail shops, special event spaces, tobacco shops and fast-food restaurants in the Village of Maywood.
    2. Notice of Public Hearing to consider a Temporary 180-day Moratorium regarding the location, development, installation, construction, licensing and operation of new barber shops, hair salons, nail shops, special event spaces, tobacco shops and fast-food restaurants in the Village of Maywood.
    3. Cover memo dated October 26, 2022 by Klein, Thorpe and Jenkins, Ltd. KTJ

B. Consideration and Action on: an Ordinance to establish a Temporary 180-Day Moratorium regarding the location, development, installation, construction, licensing and operation of new barber shops, hair salons, nail shops, special event spaces, tobacco shops and fast-food restaurants in the Village of Maywood.
    * Please refer to Public Hearing Minutes regarding for action taken.

Old Business Items: None

Board of Trustees Comments: None

Closed Meeting Session:

Motioned by Trustee Brandon and Seconded by Trustee Lightford to receiss into Closed Session for the purposes 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. The setting of a price for sale or lease of property owned by the Village (5 ILCS 120/2(c)(11)).

Adjournment**:** Motioned by Trustee Sanchez and Seconded by Trustee Reyes-Plummer to adjourn the Combined Committee of the Whole and the Special Village Board Meeting at 10:58 p.m. with a roll call of the Board.

_____ _____

Nathaniel George Booker, Mayor Gwaine Dianne Williams, Village Clerk

cc: Mayor Nathaniel George Booker
Board of Trustees
Village Manager, James Krischke
Village Clerk, Gwaine Dianne Williams

VILLAGE OF MAYWOOD
BOARD OF TRUSTEES
VILLAGE COUNCIL ROOM
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS 60153
TUESDAY, DECEMBER 6, 2022 AT 7:00 P.M.

AGENDA FOR TRUTH IN TAXATION PUBLIC HEARING ON THE PROPOSED 2022 REAL ESTATE TAX LEVY

1. CALL TO ORDER.
2. ROLL CALL.
3. ACKNOWLEDGEMENT OF THE PUBLICATION OF THE PUBLIC HEARING NOTICE IN A LOCAL NEWSPAPER.
4. PRESENTATION ON THE 2022 REAL ESTATE TAX LEVY BY THE VILLAGE MANAGER AND THE FINANCE DIRECTOR.
    A. DISCUSSION OF AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY.
5. QUESTIONS AND COMMENTS BY BOARD MEMBERS.
6. QUESTIONS BY THE PUBLIC AND PUBLIC COMMENT.
7. FINAL QUESTIONS AND COMMENTS BY BOARD MEMBERS.
8. MOTION TO PLACE "AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY" ON THE DECEMBER 20, 2022 VILLAGE BOARD MEETING AGENDA FOR FINAL ACTION AND APPROVAL.
9. MOTION TO CLOSE THE PUBLIC HEARING.

RETURN TO THE AGENDA FOR THE DECEMBER 6, 2022 COMMITTEE OF THE WHOLE OF THE BOARD OF TRUSTEES / SPECIAL VILLAGE BOARD MEETING.

You May Submit Public Comments Via Email In Advance Of The Public Hearing 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 Hearing: Live Stream At Village Website Home Page: Go To Www.Maywood-Il.Org And Click "Video On Demand".

VILLAGE OF MAYWOOD
Tax Levy

ADORDERNUMBER: 0001151408-01
PO NUMBER: Tax Levy
AMOUNT: 600.00
NO OF AFFIDAVITS: 2

Chicago Sun-Times
Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisments in the following secular newspapers. All newspapers meet Illinois Compiled Statue requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.
Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 11/23/2022

Chicago Sun-Times

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed

By Robin Munoz

Robin Munoz

Manager | Recruitment & Legals

This 23rd Day of November 2022 A.D.

VILLAGE OF MAYWOOD
40 MADISON ST
ATTN THOMAS PAVLIK
MAYWOOD, IL 60153-2323

VILLAGE OF MAYWOOD
Tax Levy

ADORDERNUMBER: 0001151408-02
PO NUMBER: Tax Levy
AMOUNT: 600.00
NO OF AFFIDAVITS: 2

Chicago Sun-Times
Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisments in the following secular newspapers. All newspapers meet Illinois Compiled Statue requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.
Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 11/23/2022

Chicago Sun-Times

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed

By

Robin Munoz

Manager | Recruitment & Legals

This 23rd Day of November 2022 A.D.

VILLAGE OF MAYWOOD
40 MADISON ST
ATTN THOMAS PAVLIK
MAYWOOD, IL 60153-2323



A mourner cries at the makeshift memorial Tuesday in Colorado Springs, Colo. DAVID ZALUBOWSKI/AP

Colorado suspect changed name as teenager in Texas

BY THOMAS PEIPERT, JESSE BEDAYN AND BRITTANY PETERSON
Associated Press

COLORADO SPRINGS, Colo. — The suspect in the fatal shooting of five people at a Colorado gay nightclub changed his name more than six years ago as a teenager, after filing a legal petition in Texas saying he wanted to "protect himself" from a father with a criminal history including domestic violence against the suspect's mother.

Anderson Lee Aldrich, 22, who faces murder and hate crime charges, was known as Nicholas Franklin Brink until 2016. Weeks before his 16th birthday, he petitioned a Texas court to change his name, court records show. A petition for the name change was submitted on Brink's behalf by his grandparents, who were his legal guardians at the time.

"Minor wishes to protect himself and his future from any connections to birth father and his criminal history. Father has had no contact with minor for several years," said the petition filed in Bexar County, Texas.

The suspect's father is a mixed martial arts fighter and pornography performer with an extensive criminal history, including convictions for battery against the alleged shooter's mother, Laura Voepel, both before and after the suspect was born, state and federal court records show. A 2002 misdemeanor battery conviction in California resulted in a protective order that initially barred the father, Aaron F. Brink, from contacting the suspect or his mother except through an attorney, but was later modified to allow monitored visits with the child.

The father also was sentenced to 2½ years in custody for importation of marijuana and while on supervised release violated his conditions by testing positive for illegal steroids, according to public records. Brink could not be reached for comment Tuesday.

His son's request for a name change came months after Aldrich was apparently targeted by online bullying. A website posting from June 2015 that attacked a boy named Nick Brink suggests he may have been bullied in high school. The post included photos similar to ones of the shooting suspect and ridiculed Brink over his weight, lack of money and what it said was an interest in Chinese cartoons.

Aldrich was arrested last year after his mother reported he threatened her with a homemade bomb and other weapons. Ring doorbell video obtained by The Associated Press shows Aldrich arriving at his mother's front door with a big black bag the day of the 2021 bomb threat, telling her the police were nearby and adding, "This is where I stand. Today I die."

Authorities at the time said no explosives were found, but gun-control advocates have asked why police didn't use Colorado's "red flag" laws to seize weapons his mother says he had.

NOTICE OF
PROPOSED REAL ESTATE TAX LEVY PUBLIC HEARING FOR THE VILLAGE OF MAYWOOD FOR YEAR 2022

I. A public hearing to approve a proposed real estate tax levy increase for the Village of Maywood for Tax Levy 2022 will be held on Tuesday, December 6, 2022 at 7:00 p.m. in the Village Council Room located at 125 South 5th Avenue, Maywood, Illinois 60153.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact the Village Clerk at 40 East Madison Avenue, Maywood, Illinois 60153, phone number 708-450-6360.

II. The corporate and special purpose real estate taxes extended or abated for 2021 were $24,552,714.00.

The proposed corporate and special purpose real estate taxes to be levied for 2022 are $24,627,919.00. This represents a 0.3% increase over the previous year.

III. The real estate taxes extended for debt service and public building commission leases for 2021 were $0.00.

The estimated real estate taxes to be levied for debt service and public building commission leases for 2022 are $0.00.

IV. The total real estate taxes extended or abated for 2021 were $24,552,714.00.

V. The estimated total real estate taxes to be levied for 2022 are $24,627,919.00. This represents a 0.3% increase over the previous year.

All hearings shall be open to the public. The corporate authorities of the Village of Maywood shall explain the reasons for the proposed increase and shall permit persons desiring to be heard an opportunity to present testimony at the Tuesday, December 6, 2022 public hearing, within reasonable time limits as the corporate authority determines.

VILLAGE OF MAYWOOD
Gwaine Dianne Williams
Village Clerk

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SUNTIMES.COM/GROWYOURBIZ

Questions? Please contact Dylan Munoz at dmunoz@suntimes.com or 312-321-3708.

CS★T

Draft 11.30.2022

ORDINANCE NO. CO-2022-___

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY

WHEREAS, the Corporate Authorities of the Village of Maywood, Cook County, Illinois, have budgeted such sums of money as are deemed necessary to defray all necessary expenses and liabilities of the municipality including the amounts to be deposited in the reserves provided for in the Illinois Pension Code, as now and hereafter amended, for the 2022 tax levy year; and

WHEREAS, the Corporate Authorities of the Village of Maywood, a home rule municipality, may levy taxes upon all real property subject to taxation within the municipality, as that real property is assessed and equalized for State and County purposes for the current year; and

WHEREAS, it is deemed necessary to levy such taxes to defray a portion of the municipality's expenses, as set forth below in this Ordinance; and

WHEREAS, the Village of Maywood, Cook County, Illinois, if required to by law, has held a Public Hearing regarding this Tax Levy in accordance with applicable State laws, including the Truth in Taxation Law (35 ILCS 200/18-55 *et seq.*), as amended and the Open Meetings Act (40 ILCS 5/120 *et seq.*), as amended.

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

SECTION 1: The Whereas paragraphs above are incorporated herein by reference and made a part of Section 1 of this Ordinance.

SECTION 2: The Corporate Authorities of the Village of Maywood have ascertained the total amount of appropriations legally budgeted for and any amount deemed necessary to defray additional expenses and liabilities for all Corporate Purposes, which shall be provided for by a levy of taxes for the 2022 tax levy, upon all the real and taxable property of every name, nature and description within the corporate boundaries of the Village and now direct that the Cook County Clerk levy a tax for the 2022 tax levy year, upon all such real and taxable property subject to taxation within the Village as that property is assessed and equalized for State and County purposes for said tax levy year, for the purposes and the Funds set forth below:

Fund Name	Tax Levy – 2022
Corporate Fund	***$ 16,205,661.00***
Recreation Fund	***$ 150,000.00***
Police Pension Fund	***$ 4,837,056.00***
Fire Pension Fund	***$ 3,435,202.00***
TOTAL	***$24,627,919.00***

There will not be any separate tax levies related to the Village of Maywood extended by the Cook County Clerk to pay outstanding Bonds and Interest as all such bond debt obligations of the Village have been paid in full.

SECTION 3: There is levied a direct tax in the amount of ***Twenty Four Million Six Hundred Twenty Seven Thousand Nine Hundred Nineteen and No/100 Dollars ($24,627,919.00)*** for the 2022 tax levy year, upon all real property subject to taxation within the Village of Maywood as that real property is assessed and equalized for State and County purposes for said tax levy year, for the purposes and the Funds set forth above in Section 2 of this Ordinance as is now provided by law.

SECTION 4: The Village Clerk is authorized and directed to certify this Ordinance and levy herein made to the County Clerk of Cook County, Illinois, and said County Clerk is authorized and directed that taxes are to be collected in the manner and form provided by State law, and this Ordinance shall be his/her sufficient authority to do so. In addition, the Village Attorney of the Village of Maywood is authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, as provided by State law.

SECTION 5: A Certificate of the Village President confirming full compliance with the Truth in Taxation Law (35 ILCS 200/18-55 *et seq.)*, as amended, is attached hereto and made a part of this Ordinance.

SECTION 6: This Tax Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code, as amended; provided, however, any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code, Revenue Act or other statute in conflict with this Ordinance shall not be applicable to this Ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois. If any provision or portion of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining provisions or portions of this Ordinance.

SECTION 7: This Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval.

PASSED by the President and the Board of Trustees of the Village of Maywood, Cook County, Illinois, this 6th day of December, 2022, by a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me, and attested by the Village Clerk, on this 6th day of December, 2022.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

Published in pamphlet form by me on December __, 2022.

_____
Gwaine Dianne Williams, Village Clerk

CERTIFICATION OF COMPLIANCE WITH
THE TRUTH IN TAXATION LAW

I, Nathaniel George Booker, the duly qualified and Presiding Officer of the Village of Maywood, Cook County, Illinois, certify that the 2022 Tax Levy of said Village attached hereto was adopted in full compliance with the provisions of the Truth In Taxation Law, 35 ILCS 200/18-55 *et seq.*, as amended.

IN WITNESS WHEREOF, I have placed my official signature this 6th day of December, 2022.

_____

Nathaniel George Booker, Village President and
Presiding Officer of the Village of Maywood

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 OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY

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 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 __th day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting County Clerk of the County of Cook, Illinois, and as such official I do further certify that on the ___ day of December, 2022, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE NO. CO-2022-__

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY

said Ordinance was duly adopted by the Board of Trustees of the Village of Maywood, Cook County, Illinois, on the __ day of December, 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of December, 2022.

_____
County Clerk

(SEAL)

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **September 14, 2022**
RE: **2022 Real Estate Tax Levy Approval Process and Adoption Schedule for 2022 Tax Levy, 2022/2023 Budget Amendment Process and 2023/2024 Annual Budget Process**

In anticipation of the above-referenced matters, I have enclosed various draft documents for your consideration and discussion at upcoming 2022 Trustee Committee meetings, 2022 Committee of the Whole meetings, a December 2022 Public Hearing for the 2022 Tax Levy and 2022 Village Board meetings, including:

A. NOTICE OF PROPOSED REAL ESTATE TAX LEVY PUBLIC HEARING FOR THE VILLAGE OF MAYWOOD FOR YEAR 2022.

B. AGENDA FOR TRUTH IN TAXATION PUBLIC HEARING ON THE PROPOSED 2022 REAL ESTATE TAX LEVY.

C. RESOLUTION DETERMINING THE ESTIMATED VILLAGE OF MAYWOOD REAL ESTATE TAX LEVY FOR YEAR 2022.

D. TENTATIVE VILLAGE OF MAYWOOD FISCAL ADOPTION SCHEDULE FOR 2022 REAL ESTATE TAX LEVY AND 2023/2024 OPERATING BUDGET, dated September 14, 2022.

E. ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY, with Certification of Compliance with Truth in Taxation Law.

F. ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022/2023 (MAY 1, 2022 THROUGH APRIL 30, 2023) VILLAGE OF MAYWOOD BUDGET (Amendment No. 1). [The Village will attach Exhibit "A" (the Amended Budget) to this Ordinance.]

The Tentative Fiscal Adoption Schedule provides guidance on timing of events in working through the levy process. Within the Schedule, I have highlighted various deadline dates for Village Board action, and certain notice and publication dates that need to be met in order to comply with State law regarding the tax levy approval process. The 2022 tax levy public hearing should be conducted at the **Committee of the Whole meeting on Tuesday, December 6, 2022 or at a special Village Board meeting held in early December 2022**. For purposes of these drafts, I have anticipated the **public hearing date as Tuesday, December 6, 2022** and the **approval date of the tax levy ordinance at the Village Board meeting scheduled for Tuesday, December 20, 2022**. As you know, the Village Board needs to take the following actions:

1. **Adopt "Resolution Determining the Estimated Village of Maywood Real Estate Tax Levy for Year 2022"** in November 2022 **(available Board of Trustees meeting date: Tuesday, November 15, 2022). [35 ILCS 200/18-60; 2022 Tax Levy Estimate must be determined by the Village Board at least 20 days prior to adoption of Tax Levy Ordinance].**

2. **Publish "Notice of Proposed Real Estate Tax Levy Public Hearing for the Village of Maywood for Year 2022"** (not more than 14 nor less than 7 days prior to the proposed Tuesday, December 6, 2022 Public Hearing; **target publication date: Chicago Sun Times or Chicago Tribune: one time during Wednesday, November 23, 2022 through Monday, November 28, 2022) (in the past, the Village has handled the publication). [35 ILCS 200/18-70 and 18-75] A Truth in Taxation Public Hearing is necessary if the estimated tax levy will exceed 105% of last year's final aggregate levy, including any amount abated before extension; If the estimated tax levy is less than 105%, no hearing need be held, but it is recommended for transparency's sake.**

3. **Conduct a Public Hearing on the 2022 Tax Levy** on **Tuesday, December 6, 2022** (7:00 p.m.) (tentative date).

4. **Adopt the 2022 Tax Levy Ordinance**, on **Tuesday, December 20, 2022**.

5. File a certified copy of the 2022 Tax Levy Ordinance with the Cook County Clerk on or before the **last Tuesday of December 2022 (December 27, 2022). THIS SHOULD BE FILED NO LATER THAN WEDNESDAY, DECEMBER 21, 2022 DUE TO THE HOLIDAYS.**

In the past, the publication of the Tax Levy Public Hearing Notice has been handled by Village of Maywood ("Village") staff. After the Notice is published, please provide me with a copy of the publisher's certificate.

As the process moves forward and the tax levy amounts and any other missing information is provided to me, I will finalize the enclosed "draft" documents and return final versions to you so that they can be voted upon at the appropriate Village Board meetings.

As a reminder, **and due to changes in the Firefighter and Police Pension Fund laws, and the Settlement Order of the now-settled lawsuit filed by the Maywood Firefighter Pension Fund**, I have cited Sections from the Firefighter/Police Pension Fund Settlement Agreement that place certain restrictions on the Corporate Authorities' approval of the Annual Real Estate Tax Levy as follows:

Settlement Agreements - Firefighters and Police Pension Fund Litigation

"6. The VILLAGE agrees that it will provide the PENSION FUND with a Certified Copy of the VILLAGE'S Annual Tax Levy Ordinance each year when such Ordinance is filed with the Cook County Clerk's Office.

7. Commencing with the fiscal year 2004/2005, and continuing thereafter, the VILLAGE shall annually levy a tax upon all taxable property within the VILLAGE in accordance with **and required by** Section 4-118 of the Illinois Pension Code (40 ILCS 5/4-118). The amount of taxes to be levied for each fiscal year shall be determined by an enrolled actuary chosen jointly by the VILLAGE and the PENSION FUND. **The VILLAGE shall be responsible for the cost of such**

agreed upon actuary. Neither party shall unreasonably withhold their approval of the selection of such enrolled actuary.

* * *

13. It is expressly understood that the Circuit Court of Cook County, Chancery Division, shall retain jurisdiction over this action for the purposes of enforcing the terms of this Agreement."

The Village is required to make annual funding contributions to the Police Pension Fund and the Fire Pension Fund in accordance with the Illinois Pension Code and the Pension Fund Settlement Agreements. 40 ILCS 5/3-125(a) (Police Pension Fund); 40 ILCS 5/4-118(a) (Fire Pension Fund).

Prior to January 1, 2012, the Village was required to make annual contributions in a manner that would fully fund both pensions by the year 2033. 40 ILCS 5/3-125 (prior to Public Act 96-1495) (Police Pension Fund); 40 ILCS 5/4-118 (prior to Public Act 96-1495) (Fire Pension Fund). The amount of the required contributions was set by an annual report generated by an actuary.

State law relative to pension contributions changed in 2012, when the Governor signed Public Act 96-1495 into law. This Public Act changed the formula used to calculate the Village's pension fund contributions. Under Public Act 96-1495, **effective January 1, 2012, the Village is required to make annual contributions that would increase the funding levels to a "90% fully funded" threshold by the year 2040 pursuant to annual actuarial reports generated using the actuarial method of "project unit credit," and using the value of the funds' assets as of March 30, 2012.** 40 ILCS 5/3-125 (Police Pension Fund); 40 ILCS 5/4-118 (Fire Pension Fund).

The Public Act also requires that municipalities meet funding obligations in the future by implementing:

1. State-shared revenue diversions to pension funds beginning in 2016 equaling the difference between the Village's contribution and the required actuarial contribution. Three year phase-in with up to one-third of State-shared revenue diverted in 2016, up to two-thirds in 2017, and up to the full contribution difference beginning in 2018.
2. Expanded investment authority including corporate bonds for all funds and greater equity investments for funds with assets of at least $10 million.
3. A five-year smoothing of actuarial gains and losses.

Moreover, the Public Act changes the following benefits for new hires, those brought in after January 1, 2012:

1. Normal retirement age of 55.
2. Early retirement at age 50 with a 6% reduction for each year prior to age 55.
3. Pensionable salary cap of $106,800 indexed to 1/2% of the CPI-U.
4. Final average salary calculated using the last 8 of 10 years.
5. Survivor benefit of 66 2/3%.
6. Cost-of-living adjustments beginning at age 60 for retirees and survivors.

As you know, in 2011 the Pension Funds reinstituted litigation relative to the alleged failure by the Village to levy appropriate amounts in violation of the Settlement Agreements. This litigation has been settled in 2017 because the Village has complied in successive years with its pension contributions.

Failure to levy the appropriate amount will result in an adverse action against the Village.

2022 Tax Levy and 2023/2024 Budget Consideration

Automatic annual wage increases payable to over 90% of the Village employees are required under the collective bargaining agreements. As you know, these wage increases impact the 2022/2022 Budget and the 2022/2023 Budget and Village operations, and need to be considered in determining the 2022 Tax Levy.

In past years, my office has filed the above-referenced Ordinances with Cook County and then provided the Village Clerk with stamped copies for the Village's file.

Please confirm if you want us to handle the filing of these documents this year.

If there are any questions, please contact me.

Mike

Enclosures
cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Steve Kuptz, Treasurer (w/ encls.)
Michael A. Marrs (w/ encls.)

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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MEMORANDUM

TO: **Mayor Nathaniel Booker and Board of Trustees, Village of Maywood**
FROM: **Michael A. Marrs**
DATE: **November 30, 2022**
RE: **TIF District Public Hearing for Village-Owned Real Estate Within Madison Street / Fifth Avenue Tax Increment Financing District**
Redevelopment Agreement for the Sale of 402 and 408 South 5th Avenue and Redevelopment of 402 – 406 - 408 South 5th Avenue Properties by Exclusive Bar and Grill, LLC

I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

1. AGENDA FOR TIF DISTRICT PUBLIC HEARING REGARDING A PROPOSED REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE LOUNGE, INC. FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT.

2. NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED REDEVELOPMENT AGREEMENT AND SALE OF VILLAGE-OWNED LAND.

3. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE BAR AND GRILL LLC FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT.

2. A draft Redevelopment Agreement, attached to the Resolution as Exhibit "B".

The two vacant Village-owned real properties at 402 and 408 South 5th Avenue are proposed to be sold to Exclusive Bar and Grill LLC for redevelopment in conjunction with real property already owned by the limited liability company at 406 South 5th Avenue. The proposed redevelopment will consist of construction and operation of a new parking area, an outdoor dining patio, landscaping and

rehabilitation of the existing building into a bar and grill. Supporting materials for this redevelopment proposal were previously included in the November 1, 2022 Committee of the Whole Agenda Packet.

If you have any questions, please feel free to contact me.

Michael Marrs

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Angela Smith, Director of Community Development (w/ encls.)
Michele Kitch, Village Planner (w/ encls.)
Michael T. Jurusik, Village Attorney (w/ encls.)

AGENDA FOR TIF DISTRICT PUBLIC HEARING
REGARDING A PROPOSED REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE LOUNGE, INC. FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT

PUBLIC HEARING LOCATION:
VILLAGE OF MAYWOOD COUNCIL CHAMBERS
125 SOUTH 5TH AVENUE, 2ND FLOOR
MAYWOOD, ILLINOIS

TUESDAY, DECEMBER 6, 2022
7:15 P.M.
(Or Immediately After The Conclusion Of The 2022 Tax Levy Public Hearing)

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC HEARING**
   - **Presentation by Purchaser / Developer (Exclusive Lounge, Inc.) Regarding the Development Proposal**
   - **Overview of the Redevelopment Agreement Terms by Village Attorney**
   - **Comments and Recommendation by Village Staff**
   - **Questions and Discussion by Village Board Members**
   - **Questions by Public Regarding the Development**
   - **Other Public Comments**
   - **Final Statement by Developer**
   - **Discussion of Alternate Development Proposals for the Properties Submitted by Other Interested Parties, if any**
   - **Recommendation by Village Board Members**
   - **Close Public Hearing**
4. **ADJOURNMENT**

NOTICE OF PUBLIC HEARING
TO CONSIDER A PROPOSED REDEVELOPMENT AGREEMENT
AND
SALE OF VILLAGE-OWNED LAND

Notice is given that a public hearing will be held on **Tuesday, December 6, 2022, at 7:15 p.m.** (or immediately after the conclusion of the 2022 Tax Levy Public Hearing) in the Village of Maywood Council Chambers, 125 South Fifth Avenue, Second Floor, Maywood, Illinois (the "Public Hearing"), on a proposed Redevelopment Agreement relating to the sale, conveyance and redevelopment of the below-described Village-owned real property to Exclusive Lounge Inc. or a related entity for construction and operation of a bar and grill, an outdoor café area and a parking lot located at the 402 - 406 - 408 South 5th Avenue Properties, which are within Maywood, Illinois and the Village's Madison Street/Fifth Avenue Tax Increment Financing District. The Village owns the 402 and 408 South 5th Avenue Properties. Exclusive Lounge, Inc. owns the 406 South 5th Avenue Property. The real property proposed to be conveyed and redeveloped will be developed pursuant to the provisions of the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/11-74.4 (the "TIF Act"). Copies of the proposed Redevelopment Agreement have been available as of November 30, 2022 for examination in the Village Clerk's Office at 40 East Madison Street, Maywood, Illinois, on weekdays from 8:30 A.M. to 5:00 P.M.

The development area relating to the proposed Redevelopment Agreement is as follows:

VILLAGE-OWNED PARCEL: 402 SOUTH 5TH AVENUE PROPERTY:

LOT 18 (EXCEPT THE SOUTH 18 FEET THEREOF) LOT 19, LOT 20 IN BLOCK 82 IN MAYWOOD, BEING A SUBDIVISION OF THE S 1/2 OF THE SW 1/4 OF THE SECTION 2, THE WEST 1/2 OF THE SECTION 11, AND THE NW 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-11-319-015-0000

VILLAGE-OWNED PARCEL: 408 SOUTH 5TH AVENUE PROPERTY:

16 IN BLOCK 82 IN MAYWOOD, BEING A SUBDIVISION OF THE S 1/2 OF THE SW 1/4 OF THE SECTION 2, THE WEST 1/2 OF THE SECTION 11, AND THE NW 1/4 OF SECTION 14, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (15-11-319-011-0000)

ALSO, THE N 7 FEET 5 INCHES OF LOT 14 AND LOT 15 IN BLOCK 82 IN MAYWOOD, BEING A SUBDIVISION OF THE S 1/2 OF THE SW 1/4 OF THE SECTION 2, THE WEST 1/2 OF THE SECTION 11, AND THE NW 1/4 OF SECTION 14, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (15-11-319-012-0000)

PINS: 15-11-319-011-0000 and 15-11-319-012-0000

DEVELOPER-OWNED PARCEL: 406 SOUTH 5TH AVENUE PROPERTY:

LOT 17 AND THE SOUTH 18 FEET OF LOT 18 IN BLOCK 82 IN MAYWOOD, BEING A SUBDIVISION OF THE S 1/2 OF THE SW 1/4 OF SECTION 2, THE WEST 1/2 OF SECTION 11, AND THE NW 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-11-319-016-0000

Prior to and at the **Tuesday, December 6, 2022** Public Hearing, all interested persons may file with the Village Clerk written comments and may be heard orally with respect to any issues regarding the proposed Development, the Redevelopment Agreement and the Sale of Village-owned Real Properties. Written comments are invited and can be sent in advance of the Public Hearing to the Maywood Village Clerk, 40 East Madison Street, Maywood, Illinois 60153.

The Village invites alternative redevelopment proposals for the above Village-owned Real Properties. Such proposals should be submitted to the Village Clerk's Office no later than 4:00 p.m. on the day prior to the Public Hearing.

Published by Order of the
Corporate Authorities of the Village of Maywood,
Cook County, Illinois,
Gwaine Dianne Williams, Village Clerk

RESOLUTION NO. R-2022-____

RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE BAR AND GRILL LLC FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT

WHEREAS, the Village of Maywood (the "Village") has the authority to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes; and

WHEREAS, the Village has the authority to acquire various parcels of real property pursuant to its responsibility to protect the public health, safety and welfare, and has acquired title to numerous parcels of vacant, surplus real property pursuant to such authority; and

WHEREAS, two such real properties acquired by the Village are commonly known as 402 South 5th Avenue (PIN: 15-11-319-015-0000), Maywood, Illinois, and 408 South 5th Avenue (PINs: 15-11-319-011-0000 and 15-11-319-012-0000), Maywood, Illinois, (collectively, the "Subject Properties"); and

WHEREAS, the Subject Properties are currently vacant; and

WHEREAS, the Village is in receipt of an offer from Exclusive Lounge Inc. (a/k/a Exclusive Bar and Grill LLC) ("Purchaser") pursuant to the Village's Tax Reactivation Program to purchase the 402 South 5th Avenue Property for a total purchase price of One Thousand Two Hundred and 00/100 Dollars ($1,200.00) and the 408 South 5th Avenue Property for a total purchase price of One Thousand Two Hundred and 00/100 Dollars ($1,200.00), for the purpose of the Purchaser improving the Subject Property with paved parking lots with landscaping, and an outdoor patio with seating and landscaping, both as required for the adjacent building at 406 S. 5th Avenue (the "Project Site" and, with the Subject Properties, the "Project Properties") to be operated as a bar and grill restaurant. The legal descriptions of all parcels comprising the Project Properties are attached hereto as **Exhibit "A"** and made a part hereof ; and

WHEREAS, the President and Board of Trustees of the Village of Maywood are authorized, under the Village's Tax Reactivation Program, and its home rule powers, to sell land and other property, real or personal, in the manner and at such price as the Village determines is reasonably necessary and in the best interests of the Village; and

WHEREAS, the Subject Properties lie within the Village's "Madison Street/Fifth Avenue Tax Increment Financing District." Pursuant to Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4) (the "TIF Act"), the Village is authorized to sell the Subject

Properties in the manner and at such price as the Village finds reasonably necessary to achieve the objectives of the TIF redevelopment plan and project; and

WHEREAS, per Section 11-74.4-4(c) of the TIF Act (65 ILCS 5/11-74.4-4(c)), a TIF public hearing was conducted by the Village Board on December 6, 2022, during which the Village publicly disclosed the terms of the sale of the Subject Properties and the terms contained in a draft "Redevelopment Agreement Between the Village of Maywood and Exclusive Bar and Grill LLC" (the "Redevelopment Agreement"), a copy of which is attached hereto as **Exhibit "B"** and made a part hereof, and received a presentation by the Purchaser regarding its development proposal, and considered alternative proposals or bids received after public notice requesting submittal of such proposals or bids was given. No alternative proposals or bids were submitted; and

WHEREAS, the Corporate Authorities of the Village of Maywood find and determine that the Subject Properties are surplus property and that it is desirable and in the best interests of the Village to convey fee simple title to the Subject Properties to the Purchaser for redevelopment as described above, as set forth in the attached development proposal and pursuant to the draft Redevelopment Agreement attached hereto as **Exhibit "B"**.

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 recitals above is incorporated by reference into this Section 1.

SECTION 2: Pursuant to its home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970, and the TIF Act and Village's Tax Reactivation Program, the Corporate Authorities declare the Subject Properties to be surplus property subject to sale. The Department of Community Development staff, the Department of Finance staff and the Village Attorney are directed to prepare a quit claim deed and all other necessary closing and conveyance documents to complete the sale and conveyance of the Subject Properties to the Purchaser or a related entity approved by the Village, for a purchase price of One Thousand Two Hundred and 00/100 Dollars ($1,200.00), for each of the two (2) properties comprising the Subject Properties. The Village President, the Village Clerk and/or the Village Manager and/or the Village Attorney, or their designees, working in conjunction with the Village Attorney and the Department of Community Development staff, are authorized and directed to execute, on behalf of the Village, the Redevelopment Agreement and all other conveyance instruments and closing documents that are necessary or convenient to allow the Village to consummate this transaction and to comply with all of the applicable requirements of the Redevelopment Agreement and this Resolution, and to take such actions as they deem necessary in order to complete the sale and conveyance of the Subject Properties to the Purchaser or an affiliated entity pursuant to the terms and conditions set forth in the Redevelopment Agreement and this Resolution, for the above-stated purchase prices. It is understood that the draft Redevelopment Agreement attached hereto as **Exhibit "B"** is still subject to further negotiation between the Parties, and is not in final form. Any revisions to the draft Redevelopment Agreement prior to execution shall be approved by the Village Manager and the Village Attorney.

SECTION 3: This Resolution shall be effective from and after its passage and approval as provided by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED this 6th day of December, 2022, 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 Project Properties

THE SUBJECT PROPERTIES:

1. 402 S. 5TH AVENUE PROPERTY:

Lot 18 (except the South 18 feet thereof) Lot 19, Lot 20 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 402 S. 5th Avenue, Maywood, Illinois 60153

PIN: 15-11-319-015-0000

2. 408 S. 5TH AVENUE PROPERTY:

16 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, all in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (15-11-319-011-0000)

Also, the N 7 feet 5 inches of Lot 14 and Lot 15 16 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, all in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (15-11-319-012-0000)

ADDRESS: 408 S. 5th Avenue, Maywood, Illinois 60153

PINs: 15-11-319-011-0000 and 15-11-319-012-0000

PROJECT SITE:

Lot 17 and the South 18 feet of Lot 18 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of Section 2, the West 1/2 of Section 11, and the NW 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 406 S. 5th Avenue, Maywood, Illinois 60153

PIN: 15-11-319-016-0000

Exhibit "B"

Draft Redevelopment Agreement for the Project Properties

(attached)

THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING PLEASE RETURN TO:

Michael A. Marrs
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Box 324

PINs: **15-11-319-011-0000**
15-11-319-012-0000
15-11-319-015-0000
15-11-319-016-0000

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "**Agreement**") is made as of the Effective Date (as that term is defined herein) between the **VILLAGE OF MAYWOOD, an Illinois municipal corporation** located at 40 E. Madison, Maywood, Illinois (the "**Village**" or "**Corporate Authorities**"), and **Exclusive Bar and Grill LLC, an Illinois limited liability company** registered at 406 S. 5th Ave, Maywood Illinois 60153 (the "**Developer**").

SECTION I – PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

1. The Village is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois and is a "home rule unit" under Section 6(a) of Article VII of the 1970 Constitution.

2. The Village is authorized, under its home rule powers, to assemble and to sell land and other property, real or personal, in the manner and at such price as the Village determines is reasonably necessary to achieve the Village's objectives for the redevelopment of the Village.

3. The Village has the authority to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes.

4. Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois (65 ILCS 5/11-74.4-1, et seq.), as from time to time amended (the "Act"), the President and Board of Trustees of the Village are

empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area" as defined in Section 11.74.4-3(b) of the Act.

5. In accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance No. CO-97-02, adopted by the President and Board of Trustees of the Village on March 27, 1997, approved a redevelopment plan and project for the Madison Street/5th Avenue Redevelopment Area (the "Redevelopment Area") as set forth in the document entitled "Madison Street/5th Avenue Tax Increment Financing Redevelopment Project and Plan" (the "TIF Plan"), dated January 22, 1997, prepared by Trkla, Pettigrew, Allen & Payne on behalf of the Village.

6. In accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance Nos. CO-97-02 and CO-97-03, respectively, adopted by the President and Board of Trustees of the Village on March 27, 1997, designated the Redevelopment Area as a redevelopment area (as that term is defined by the Act) and adopted tax increment allocation financing for the Redevelopment Area pursuant to the Act for the purposes of implementing the TIF Plan for the Redevelopment Area.

7. The President and Board of Trustees of the Village have determined that the blighting factors described in the TIF Plan are detrimental to the public and impair development and growth in the Redevelopment Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Area. The blighting factors in the Redevelopment Area will continue to impair growth and development but for the use of tax increment financing to pay redevelopment project costs (as defined in the Act) which necessarily must be incurred to implement the aforesaid program of redevelopment.

8. The Village is the owner of two parcels of vacant land located at the southwest corner of 5th Avenue and Randolph Street, commonly known as: 402 S. 5th (PIN: 15-11-319-015-0000), which is approximately 60 feet by 132 feet in size, and 408 S. 5th (PINS: 15-11-319-011-0000 and 15-11-319-012), which is approximately 60 feet by 132 feet in size. Collectively, the two (2) parcels of vacant land are the "Subject Properties". The Subject Properties are legally described on **EXHIBIT 1** attached hereto.

9. The Village desires to convey, and the Developer desires to acquire from the Village, subject to the terms and conditions set forth in this Agreement, all of the Village's right, title and interest in the Subject Properties in an "AS-IS, WHERE-IS," condition.

10. The Developer proposes to improve and develop the Subject Properties along with the Developer-owned property of 406 S. 5th (PIN: 15-11-319-016) (the "Project Site," as legally described on **EXHIBIT 1** attached hereto, and collectively with the Subject Properties, the "Project Properties") as follows:

402 S. 5th: By construction of a paved parking lot with landscaping as required for the adjacent building at 406 S. 5th to be operated as a bar and grill restaurant.

406 S. 5th: By rehabilitation of the existing building to be operated as a bar and grill restaurant.

408 S. 5th: By construction of an outdoor patio with seating and landscaping as required for the adjacent building at 406 S. 5th to be operated as a bar and grill restaurant.

Collectively, the foregoing are the "Improvements" and the purchase and redevelopment of the Project Properties is the "Project." The estimated total cost of the Project is in excess of SIX HUNDRED THOUSAND and 00/100 DOLLARS ($600,000.00).

Subject to future zoning approvals, the Developer may also seek to operate a hookah-lounge on the Project Site.

11. The proposed Improvements are as shown on the Village-approved Site Plan rendering and architectural documents showing proposed improvements on the Project Properties is attached hereto and made a part hereof as **GROUP EXHIBIT 2**. The Village's approval of the Site Plan document is only a preliminary approval of the Developer's concept plan for purposes of entering into this Agreement and does not constitute preliminary or final approval of any building plan approvals or zoning relief that the Developer needs to construct the Project.

12. This Agreement has been submitted to the Developer for consideration and review, the Developer has taken all actions required to be taken prior to the execution of this Agreement, including the approval of necessary corporate resolutions and other appropriate Developer documents, in order to make the same binding on the Developer in accordance with their respective terms, and any and all actions of the Developer prior to the execution of this Agreement have been undertaken and performed in the manner required by law.

13. Because the Subject Properties are located within the Redevelopment Area, on December 6, 2022, the Village President and Board of Trustees of the Village conducted a public hearing relative to the terms, conditions and provisions contained in this Agreement and received a presentation by the Developer regarding its development proposal. At the public hearing, there was an opportunity for proposals from qualified developers for redevelopment of certain land within the Redevelopment Area to be heard.

14. The President and Board of Trustees of the Village, after due and careful consideration, are of the opinion that the Subject Properties, which are currently vacant and unused, and which have been vacant for a number of years, should be put to productive use and should be sold to the Developer because they are no longer necessary, appropriate, or required for use by the Village. The President and Board of Trustees have further determined that the sale of the Subject Properties and development of the Project in accordance with the terms and conditions of this Agreement represents a viable, productive use of the Subject Properties, will be in furtherance of the economic development goals of the Village and TIF Plan, and will thereby help relieve conditions of unemployment, increase employment opportunities, improve the environment of the Village, increase the quality commercial and residential housing stock of the Village, increase the assessed valuation of the real estate situated within the Village, increase the tax revenues realized by the Village, foster increased economic activity within the Village, and otherwise be in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers.

SECTION II – INCORPORATION OF PRELIMINARY STATEMENTS.

1. **INCORPORATION.** The foregoing preliminary statements are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section II.

SECTION III – TRANSFER OF SUBJECT PROPERTIES.

1. **EFFECTIVE DATE/TERM.** This Agreement shall become effective as of the date that the Village President and Village Clerk sign the Agreement below (the "Effective Date"). Once the obligations of the Parties under this Agreement have been fully satisfied for the Project (i.e., construction has been completed as evidenced by the issuance by the Village of a final occupancy permits for the Improvements), then this Agreement shall terminate only in regard to the development obligations (including, without limitation, the obligations set forth in Sections IV.1. and IV.2. of this Agreement), but the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code shall remain in effect and be enforced, and shall control the operation and maintenance of the Project Properties for the time period that the Project exists and continues to operate on the Project Properties, unless the Parties mutually agree to amend this Agreement. In addition, notwithstanding termination, the Developer's obligation to pay taxes, fees and charges per Section IV.2.B., as well as any Village

remedies set forth herein for failure to pay same, shall survive termination and continue in full force and effect for a period of five (5) years from the Effective Date of this Agreement. In addition, Sections IV.2.B.ii., IV.2.B.iii., IV.5.A., IV.5.G., IV.7. and V.2. shall survive termination of this Agreement.

2. **PURCHASE AND SALE**. The Village agrees to sell to the Developer, or a related entity, and the Developer, or a related entity, agrees to purchase from the Village, all of the Village's right, title and interest in the Subject Properties as described in EXHIBIT 1 hereof; and all improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of the Village and/or any tenants of the Village, if any) located on the Subject Properties, including any and all rights, privileges, easements and appurtenances, if any, thereunto belonging.

3. **PURCHASE PRICE**. The purchase price to be paid by the Developer to the Village for the 402 S. 5th Property shall be ONE THOUSAND TWO HUNDRED DOLLARS AND 00/100THS DOLLARS **($1,200.00)** ("402 S. 5th Purchase Price"). The purchase price to be paid by the Developer to the Village for the 408 S. 5th Property shall be ONE THOUSAND TWO HUNDRED AND 00/100THS DOLLARS **($1,200.00**) ("408 S. 5TH Purchase Price"). The 402 S. 5th Purchase Price and 408 S. 5th Purchase Price shall be payable as follows: At the time of conveyance of the Subject Properties ("Closing"), the Developer shall pay to the Village the applicable Purchase Price, plus or minus any prorations as provided herein, including a credit for the remaining portion of the Initial Deposit, if any, paid in accordance with Section III.4. below. The applicable Purchase Price and other charges shall be payable at Closing in good funds by wire transfer or cashier's check.

4. **INITIAL DEPOSIT – REIMBURSEMENT OF VILLAGE COSTS.** Developer has made or will make an initial deposit with the Village of FOUR THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS ($4,500.00) on the purchase of the 402 S. 5th Property (the "402 S. 5th Initial Deposit") and an initial deposit with the Village of FOUR THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS ($4,500.00) on the purchase of the 408 S. 5th Property (the "408 S. 5th Initial Deposit," and with the 402 S. 5th Initial Deposit, the "Initial Deposits") in the form of a certified check or other certified funds within forty eight (48) hours of the Village's approval of a Resolution authorizing the sale and this Agreement. The purpose of the Initial Deposits is to provide an initial deposit towards the Purchase Price, along with funds to reimburse the Village for fees, costs and expenses incurred in the course of preparing, approving and carrying out this Agreement and the sale of the Subject Properties, including but not limited to title and closing costs and fees, survey costs, attorneys' fees, and engineer's fees. Upon termination of this Agreement prior to closing for any reason, Developer shall be entitled to the prompt return of the balance of the applicable Initial Deposit, minus any reimbursement costs incurred by the Village prior to termination. Developer shall receive a credit for the Initial Deposits at the applicable closing, but is responsible for payment of all fees, costs and expenses related to approving and carrying out this Agreement, including the sale of the Subject Properties, to the extent such fees, costs and expenses exceeded the amount of the Initial Deposits.

5. **TITLE INSURANCE.** Within thirty (30) days of the Effective Date of this Agreement, the Village, at the Developer's cost and expense, shall deliver to the Developer, a title commitment (the "**Title Commitment**") issued by Chicago Title Insurance Company (the "**Title Company**"), in the amount of the applicable Purchase Price for the Subject Properties, subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) utility and drainage easements and such other covenants, easements, restrictions and matters of record; (iv) any additional easements recommended by the Village Engineer to be part of the conveyance; and (v) acts done or suffered by or judgments against the Developer (collectively, the "**Permitted Exceptions**"). If the Title Commitment discloses exceptions to title which are not acceptable to the Developer, (the **"Unpermitted Exceptions"**), the Developer shall have fifteen (15) days from its receipt of the Title Commitment and documents evidencing any and all Unpermitted Exceptions to object to the Unpermitted Exceptions. The Developer shall provide the Village with a title objection letter (the **"Developer's Objection Letter"**) listing those matters which are not Permitted Exceptions. The Village shall have thirty (30) days from the date of receipt of the Developer's Objection Letter (**"Village's Cure Period"**) to have the Unpermitted Exceptions removed from the applicable Title Commitment or to cure such Unpermitted Exceptions or to have the

Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, at Village's sole cost and expense. If the Village fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time (the **"Proforma Title Policy"**), the Developer may elect to either (i) terminate this Agreement as to the applicable property, at which time the Developer shall be entitled to have the applicable Initial Deposit, minus any out-of-pocket costs incurred by the Village, returned to the Developer, or (ii) Close taking subject to such Unpermitted Exceptions. All Unpermitted Exceptions, which the Title Company commits to insure at Village's sole cost and expense, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as therein shown as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If the Developer does not elect to close hereunder, this Agreement shall become null and void without further action of the parties, and the balance of the applicable Initial Deposit shall be returned to the Developer after the Village's out-of-pocket expenses have been paid. At Closing, the Village shall furnish the Developer an Affidavit of Title, Covenant and Warranty in customary form. The Developer shall pay the cost for any later date title commitment and the cost of the Title Company issuing a Proforma Title Policy to the Developer. The Developer may, at its expense, request that the Title Commitment provide for extended coverage. Any specific title endorsements, including a zoning endorsement, requested by the Developer for its owners' policy and/or loan title policy, shall be paid for by the Developer.

6. **SURVEY.** At least thirty (30) days prior to Closing, the Village, at the Developer's cost taken from the applicable Initial Deposit, shall order and obtain a an ALTA/ACSM topographical survey of the 402 S. 5th Property and the 408 S. 5th Property, prepared by an Illinois registered surveyor and made in compliance with ALTA and Land Survey Standards (and shall satisfy, at a minimum, Table A Options 6, 8, 10, and 11(b)) dated subsequent to the date of this Agreement, certified to the Developer, the Village and the title insurer, depicting the land, improvements, manholes, structures and utility lines in, over, under or upon the land, the locations of all easements upon the applicable Property or appurtenant thereto (identified by the Recorder's Document Number) and showing encroachments, if any, from or upon adjoining property or upon any easements located on the applicable Property, certifying the number of square feet (or the number of acres) to not less than two decimal points, of the applicable Property, and further certifying whether or not the land is located within a federal flood plain (hereinafter collectively referred to as the "**Surveys**"). The Surveys must not reveal any material impediments to developing the proposed uses, as determined by the Developer in its reasonable discretion. A copy of said Surveys shall be provided to the Developer by the Village within ten (10) days of the Village's receipt of same.

Upon approval of the Surveys, the legal description in **EXHIBIT 1** shall be automatically revised to be that of the legal description in the Surveys and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing and signed by both parties.

7. **PLAT OF CONSOLIDATION.** It is agreed to by the Developer and the Village Board of Trustees, that upon the sale of the parcels of land that a plat of consolidation will not be required.

8. **DEED.** The Subject Properties shall be conveyed to Developer by the Village through recordable quitclaim deeds (the "Deeds"). The Deeds shall provide that the Subject Properties are being conveyed in "As Is, Where Is" condition, including any environmental conditions existing in, on or beneath the Subject Properties." The Deeds shall further require that the Subject Properties be developed and maintained as set forth in this Agreement. If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements are located within any portion of the applicable Property to be sold, the Village shall reserve in the applicable quitclaim deed, a public utility or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of the public facilities or the installation of additional public facilities. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. The Deeds will not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities.

9. **CONDITION OF THE SUBJECT PROPERTIES.** The Developer acknowledges that the Subject Properties will be conveyed to Developer by the Village in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Subject Properties. Except as provided for under this Agreement, the Village makes no representations or warranties regarding the physical, environmental or structural condition of the Subject Properties or of any buildings thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or, with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on or affecting the Subject Properties, its soil or groundwater, the scope and extent of any remediation performed on the Subject Properties or the presence or lack of radon, asbestos, underground storage tanks, or other environmental contamination on, in or under the Subject Properties. As part of this Agreement, the Village assigns to Developer any and all rights to any claims it may have against prior owners of the Subject Properties pertaining to the environmental condition of the Subject Properties, except for those rights necessary for the Village to retain to protect itself from such liability.

The Developer expressly acknowledges that it has not relied upon any representation or warranty made by either the Village or any officer, employee, agent or representative of the Village in connection with the Subject Properties, including specifically, without limitation, any warranty or representation as to the condition of the personal property, if any, on the Subject Properties, or the Property's planning status, topography, grading, climate, air, flood, water rights, water, utilities, present and future zoning, governmental entitlements and restrictions, soil, subsoil, paint or contamination of soil or water, access to public roads, habitability or fitness for any particular purpose, or the presence or absence of any hazardous material.

10. **DUE DILIGENCE PERIOD.**

A. At any and all times prior to Closing, Developer shall be entitled to perform any and all investigations, structural and system inspections with regard to the physical condition of the Subject Properties, soil reports, engineering studies, surveys and other studies and tests on the Property which the Developer may reasonably deem necessary, including Phase I and Phase II environmental assessments, as part of Developer's intended redevelopment of the Property (collectively, the "**Inspections**"). Developer understands, acknowledges and agrees that any Inspections undertaken by it prior to Closing shall be at its sole risk and expense, and that the Village shall in no way be obligated to make reimbursement to it for such work should Closing not occur for any reason.

B. Developer's access to the Subject Properties to perform the Inspections and Repairs shall be governed by a temporary access agreement with the Village.

C. In the event that the Inspections and Repairs reveal that the Subject Properties are not suitable for the Developer's use, poses a material health, safety or environmental hazard, including the existence of any environmental condition which may be dangerous and/or unacceptable to the Developer, or the presence of any hazardous material, the Developer, shall have the right, in its sole and exclusive judgment, to terminate this Agreement as to the applicable Property prior to the Closing Date, upon written notice to the Village. If the Agreement is terminated under this Paragraph, the Village shall return the applicable Initial Deposit to the Developer, minus any out-of-pocket expenses incurred by the Village, and each party shall otherwise pay its own costs and expenses incurred under this Agreement and shall not seek reimbursement, contribution or damages from or against the other party for such costs and expenses or damages of any other kind, including costs incurred by Developer relative to Inspections performed prior to termination.

D. If the Developer elects to terminate this Agreement pursuant to this Paragraph, Developer shall have the obligation, at the Village's sole discretion, to restore the applicable Property to its original condition prior to such Inspections, and indemnify the Village, as provided herein.

11. **ZONING RELIEF AND SPECIAL PERMISSIONS.**

A. Zoning Relief. The Developer shall, at its cost and prior to the Closing Date, petition and obtain from the Village any zoning relief necessary for construction of the Project including but not limited to any necessary relief relative to proposed uses, height, fencing, density, setback, parking requirements and other requirements imposed by the Village's building and zoning regulations. It is anticipated Developer will seek the following:

(i) Special Use Permit for Live Entertainment
(ii) Liquor License with extended hours from 10pm until 2am
(iii) Ability to apply for a Hookah Lounge in accordance with all Village policies and ordinances
(iv) Video Gaming License

The Village Board, in its sole discretion, will consider and take final action on the above Zoning Relief items and any other requested relief after the Developer completes the zoning application and zoning hearing process. Should the Village fail to approve any portion of the zoning relief necessary for the construction of the Project as outlined herein, or should the Developer fail to accept any conditions placed on such necessary approvals, the Developer may, at its option, choose to amend its submittals and request approval of the amended zoning petition or terminate this Agreement as to the applicable Property for which it did not receive relief. If the Agreement is terminated under this Section, the applicable Initial Deposit, minus any out-of-pocket costs incurred by the Village, shall be returned to the Developer and the parties shall have no further obligation to each other under this Agreement.

B. Final Plans. The approval of this Agreement does not constitute or grant final approval of the Final Plans. The Village shall consider and approve the Final Plans after submittal of the Plans for Village plan review and the issuance of the Village staff and consultant plan review comments, provided they are in substantial conformance with the Village-approved Preliminary Plans. Once approved by the Village, the Final Plans shall be incorporated by reference into this Agreement as **GROUP EXHIBIT 3.**

12. **COSTS / PRORATIONS.**

A. Shared Cost. If the Developer has a lender, then the Developer shall pay the cost of any escrow and closing fee. If no escrow is involved, the parties agree to share equally the closing fee.

B. Prorations. At Closing, the following adjustments shall be computed as of the Closing Date and the cash balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Village having the day prior to the Closing Day.

(i) Real Property Taxes. The Subject Properties are currently exempt from payment of real estate taxes and there shall be no real estate tax proration given to the Developer at Closing. The Developer shall be responsible for all real estate taxes accruing subsequent to the conveyance of the Subject Properties.

(ii) Miscellaneous. Except as otherwise provided herein, all other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of the Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as for example, utility bills), the parties shall prorate on the best available information, subject to adjustment within thirty (30) days of the receipt of the final bill or statement. All prorations are final.

C. Village's Costs. The Village shall pay the following costs and expenses in connection with the Closing:

(i) Cost of obtaining any required title curative documents, except for title matters created by or relating to the Developer.

(ii) Recording fees for releasing or terminating any Unpermitted Exceptions or title curative documents.

(iii) Recording fees for any easements retained by the Village.

D. Developer's Costs. The Developer shall pay the following costs and expenses in connection with the Closing:

(i) Recording fees for the Deeds and this Agreement.

(ii) Recording fees for any financing documents.

(iv) In the event that the Developer shall obtain financing for the purchase of the Subject Properties, all costs associated with the Developer's financing, including the Developer's lender's loan policy shall be borne by the Developer.

(v) The premium for a title policy in the amount of the Purchase Price (paid from Developer's applicable Initial Deposit).

(vi) Survey cost (paid from Developer's applicable Initial Deposit).

(vii) Reimbursement to the Village of any reasonable fees, costs and expenses as specified in Section III.4. (paid from Developer's applicable Initial Deposit).

13. **NO DEBTS.** Developer is required to pay all of Developer's fees, debts, judgments, penalties or other money due and owing the Village, if any, prior to or at closing on the Subject Properties and related Project Site. Developer must not be delinquent on payment of any Cook County real estate taxes on property owned by it within the Village. Closing may not take place unless all amounts due are satisfied.

14. **OTHER CONDITIONS OF SALE**.

A. Prior to Closing, Developer is required to provide satisfactory proof to the Village of adequate, available funding to complete the Project. An executed loan, grant or equity commitment letter may be considered by the Village as such satisfactory form of proof of available funding;

B. Economic Incentives – Developer intends to apply for a Cook County Class 7a property tax incentive for 406 S. 5th. Developer agrees not to seek a property tax incentive on 402 S. 5th and 408 S. 5th since Developer will not be required to consolidate the PINS. Developer intends to apply for TIF Business Improvement Funds as an additional incentive.

15. **CLOSING DATE**. The Closing Date for conveyance of the Subject Properties shall be concurrent with, or within ninety (90) days of the approval and execution of this Agreement, unless a later date is mutually agreed to by the Parties. The 402 S 5th Property and 408 S. 5th Property may be closed on the same or separate days, as mutually agreed to by the Parties.

SECTION IV – REDEVELOPMENT OF THE SUBJECT PROPERTIES

1. **CONSTRUCTION OF IMPROVEMENTS.** The Developer shall provide the Village with the Final Plans at least thirty (30) days prior to Closing. The Final Plans shall be attached hereto as **GROUP EXHIBIT 3** and made a part hereof subsequent to the execution of this Agreement and upon approval by the Village. The Final Plans to be submitted by the Developer are subject to the review and approval subject to recommendations by Village staff, the Village Engineer and the Village Attorney. Approval of the Final Plans by the Village shall not be unreasonably withheld, provided that: (a) the Final Plans are in substantial conformance with the Preliminary Plans and this Agreement, (b) the Project is designed in accordance with the applicable rules, regulations and ordinances of the state, federal, county or local governing bodies, including the Village, subject to any exceptions or variations from such rules, regulations and ordinances, as approved by the Corporate Authorities; and (c) the use of the Subject Properties is consistent with the intended use contemplated under this Agreement.

The Developer, subject to force majeure, shall initiate construction of the Project on the Project Properties on or before ninety (180) days following the closing of the Subject Properties. The Improvements on the Project Properties shall be constructed in conformance with the Final Plans which become attached hereto and made a part hereof as **GROUP EXHIBIT 3**, and shall be completed on or before August 31, 2024.

Developer waives any and all rights and claims it may have, whether known, unknown, past, present or future, against the Village relating to the environmental condition of, at or migrating from the Subject Properties.

A. Completion of the Project. After Closing, the Developer shall use its best efforts to commence and complete of the Project in accordance with the Final Plans to be attached hereto.

B. Signage. All signage to be located on the Subject Properties shall be subject to the Zoning Administrator review and approval as part of the Final Plans and in accordance with all applicable Village ordinances and permitting requirements.

C. Construction of Buildings. Subject to delays caused by force majeure, the Developer shall, following conveyance of the Subject Properties, initiate the Project as described in Section I.10, and as more specifically described and depicted in the Final Plan documents attached hereto as **GROUP EXHIBIT 3** and made a part hereof.

If the Project is not commenced or completed on a timely basis as required herein, the Village's obligations under this Agreement may, following ninety (90) days notice and at the sole option of the Village President and Board of Trustees, be declared terminated, in which case the Developer may be obligated to reconvey the Subject Properties and any improvements thereon back to the Village as further detailed in Section V.1.D.

2. **ADDITIONAL UNDERTAKINGS ON THE PART OF THE DEVELOPER.**

A. As-Is, Where-Is Condition. The Developer agrees to accept the Subject Properties in an **"AS-IS, WHERE-IS"** condition, including all environmental conditions existing in, on or beneath the Subject Properties, upon conveyance of the Subject Properties from the Village.

B. Real Estate Taxes and Fees.

(i) Developer agrees to promptly pay or cause to be paid as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully assessed with respect to the Subject Properties (402 S 5th and 408 S. 5th) and Project Site (406 S. 5th), or as otherwise required under the law or this Agreement, including but not limited to any and all real estate taxes and special assessments with respect to the Subject Properties, if any. If Developer

fails to timely pay real estate taxes and special assessments when due as required by this Agreement, the Village may, following notice and at the sole option of the Village President and Board of Trustees, declare Developer to be in default, in which case the Developer may be obligated to reconvey the entire Subject Properties and any improvements thereon back to the Village as further detailed in Section V.1.D. This obligation and the Village's remedy hereunder shall survive termination and be in full force and effect for a period of fifteen (15) years following the effective date of this Agreement.

(ii) Upon completion of the improvements for the Project Site, the Developer may, if eligible, seek a property tax incentive in the form of a Class 7a Cook County Property Tax Incentive or similar Cook County Property Tax Incentive or tax classification.

(iii) Developer agrees not to seek a property tax incentive for the Subject Properties at 402 S. 5th and 408 S. 5th since the Village is not requiring that the aforementioned properties to be consolidated into one PIN.

C. Construction Employment Opportunities and MBE/WBE/VBE Provisions.

(i) Developer agrees to make good faith, commercially reasonable efforts to have its general contractor and subcontractors, to the extent they hire new employees and can include minorities, women and Village residents to work on the Project, hire minorities, women and/or Village residents, during the course of Construction. Nothing in this Agreement shall require the Developer or its contractors or subcontractors to displace any employees in its current work force to achieve the foregoing goal.

(ii) Notwithstanding the foregoing provisions, Developer shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

(iii) The Developer shall comply with the Illinois Prevailing Wage Act and the federal Davis Bacon Act in regard to the Project, to the extent such compliance is required by its applicable funding sources.

(iv) The Developer agrees to provide to any of its contractors, and to cause such contractors to provide to each of their subcontractors, a copy of the Minority Business Enterprise/Women Business Enterprise Participation Program description attached to this Agreement as **EXHIBIT 4** and made a part hereof. The Developer shall cause the construction contract between itself and the contractor, and each subcontractor for work pursuant to such subcontract on the Project, to contain the agreement of the contractor or such subcontractor, as appropriate, to use good faith efforts to comply with the requirements of **EXHIBIT 4,** but failure by the contractor or a subcontractor to meet any participation goal because of unavailability of MBE/WBE contractors or suppliers at competitive rates shall neither constitute a default under this Agreement by Developer nor give rise to any action by the Village to the detriment of Developer.

D. Damage to Public Improvements and Off-Site Improvements. To the extent that the Developer or its employees, contractors, subcontractors or agents damage any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Subject Properties as part of the construction of the Project, the Developer agrees to promptly repair or replace or restore such damaged improvements with like kind and like quality materials.

3. **NO USE OF PROPERTY AS COLLATERAL.** Prior to Closing, the Developer shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests or other encumbrances to attach to or to be filed against title to the Subject Properties. At or after Closing, the Developer shall not pledge,

collateralize or use the Subject Properties for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose, except for purposes of securing funds to develop and construct the Project. After completion of construction as evidenced by the issuance of a final occupancy permit by the Village for the Buildings and other Improvements on the Project Site, this Agreement, including this Subsection, shall terminate and the Developer shall be allowed to pledge, collateralize or use the real estate and improvements of the Project for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose. Once the Project is complete and the final occupancy permit is issued by the Village, this Agreement shall terminate, except for the continuing obligations and covenants set forth in **Exhibit 5** (Prohibited Uses) and the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code.

4. **JOINT UNDERTAKINGS ON THE PART OF THE VILLAGE AND DEVELOPER.** The Village, at no cost to itself, will assist the Developer upon request to secure and obtain any licenses and permits as may be required from any and all public agencies other than the Village for construction of the Project on the Subject Properties. The Developer, at its cost, shall be responsible for securing all of its necessary approvals, consents, permits, licenses and authorizations.

5. **DEVELOPER'S REPRESENTATIONS AND WARRANTIES.**

A. Authority to Convey. The Developer hereby represents and warrants to the Village that the Developer has the requisite power and authority to enter into and fully carry out this Agreement and the purchase of the Subject Properties, including the execution of all instruments and documents delivered or to be delivered hereunder. This provision shall survive the Closing and shall not merge with the Deed.

B. Compliance with Laws. The Developer represents and warrants that the Project and any related improvements made to the Subject Properties during the term of this Agreement shall be constructed, fully completed and maintained in a good and workmanlike manner in accordance with all applicable federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and the building, electric, plumbing and fire codes, that are applicable to the Subject Properties and Project. The Developer further certifies that:

(i) It is not barred from contracting with any unit of State or local government as a result of violating 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.*

(ii) It has not been convicted of, or is 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 the Developer and its 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 been so convicted nor made such an admission.

(iii) It shall comply with the Illinois Drug Free Work Place Act.

(iv) It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights and shall not commit unlawful discrimination and shall 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.

(v) It shall comply with its own written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

(vi) It is and will remain 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.

(vii) It shall 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).

(viii) It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).

(ix) Any construction contracts entered into by the Developer relating to the Project and any additional improvements to the Subject Properties shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act and the federal Davis Bacon Act, if applicable.

(x) The Developer is neither delinquent in the payment of any tax administered by the Illinois Department of Revenue nor delinquent in the payment of any money owed to the Village.

(xi) It is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, but only to the extent applicable.

The Developer, and its employees, sub-consultants and sub-contractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of this Agreement, now in effect, or which may become in effect during the performance of this Agreement. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, and the Village of Maywood. In the event that the Developer, or its employees, sub-consultants and

sub-contractors, in performing under this Agreement are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Developer shall indemnify and hold the Village harmless, and pay all amounts determined to be due from the Village for such non-compliance by the Developer, including but not limited to fines, costs, attorneys' fees and penalties.

The Developer shall further 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:

(i) Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the Developer agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

(ii) Preference To Veterans Act Compliance. The Developer will comply with the Preference to Veterans Act (330 ILCS 55).

(iii) Patriot Act Compliance. The Developer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Developer further represents and warrants to the Village that the Developer and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Developer agrees to defend, indemnify and hold harmless the Village, its elected or appointed officials, president and trustees, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

(iv) Other Laws; Changes in Laws. The Developer further represents and warrants that it shall comply with all applicable federal laws, State laws and regulations including without limitation, those regulations in regard to all applicable equal employment opportunity requirements, and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and further agrees to make all required withholdings and deposits therefor. The Developer agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project and any additional improvements thereto, and its operation and maintenance of the Project on the Subject Properties. The Developer understands and agrees that the most recent of such federal, county, State, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, the Developer understands and agrees that new federal, county, State and local laws, regulations, policies and administrative practices may be established after the date of this Agreement has been executed and may apply to this Agreement.

C. Notice of Claims or Lawsuits. Any claims or lawsuit or complaint of violation of laws that is received by the Developer relative to this Agreement shall be immediately forwarded to the Village Manager.

D. Village Approval of this Agreement. The Developer further acknowledges that because the Village is a municipal entity that this Agreement is subject to the approval of and is not enforceable until approved at an open meeting by the Board of Trustees of the Village of Maywood.

E. Village Plan Approval. The Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the Final Plans, engineering plans and elevations, excavation permits, grading permits, building permits and occupancy permits, and

failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of delay by the Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld, conditioned or delayed.

F. Adequate Funding for Project. The Developer has identified adequate funds in an amount not less than that required to fund the Project, plus the cost of any anticipated and unanticipated contingencies, and shall close on such funding simultaneously with the Closing on the conveyance of the Subject Properties, and shall subsequently utilize such funds to complete the Project in a timely manner in accordance with the terms of this Agreement.

G. Permitted and Prohibited Uses. The Subject Properties at 402 S. 5th and 408 S. 5th is to be constructed as an outdoor patio with seating and a parking lot for the building at 406 S. 5th which is to be developed as a bar and grill restaurant per this Agreement shall be suitable for commercial uses, including retail uses or other similar restaurant uses, so long as such uses are permitted within a C-2 Pedestrian-Oriented Commercial Zoning District, and provided that the Developer (as well as its successors in interest and successor or future owners of record) agree that no portion of the Project Properties shall be used for any uses not permitted in said District without obtaining the proper zoning approvals from the Village, including any necessary special use permits or other required zoning relief. The Developer (as well as its successors in interest and successor or future owners of record) further agree that, at no time during the term of this Agreement or after the completion of the Project, shall such building contain any of the uses listed in **Exhibit 5** ("Prohibited Uses"), unless the Corporate Authorities of the Village expressly approve of said uses, which approval may be withheld for any reason. This subsection shall survive the termination of this Agreement and shall be a covenant running with the Subject Properties.

6. **VILLAGE'S REPRESENTATIONS AND WARRANTIES.**

A. Authority. The Village hereby represents and warrants to the Developer that the Village has the requisite power and authority to enter into and fully carry out this Agreement and the sale of the Subject Properties, including the execution of all instruments and documents delivered or to be delivered hereunder. This provision shall survive the Closing and shall not merge with the Deeds.

SECTION V - GENERAL PROVISIONS.

1. **DEFAULT.**

A. Village Default. If the Village fails or refuses to comply with any of the terms of this Agreement after receipt of the Developer's notice to cure default that describes the default, for any reason other than the Developer's default hereunder, the Developer shall have all remedies available under law or in equity, including the termination of the Agreement, after the expiration of a ten (10) calendar day cure period in which the Village fails to take commercially reasonable actions to cure the default.

B. Developer Default Prior to Closing. If the Developer, after the Effective Date and prior to the Closing, fails or refuses to comply with any of the terms of this Agreement after receipt of the Village's notice to cure default that describes the default, for any reason other than the Village's default hereunder, the Village's sole remedy shall be termination of this Agreement as to the applicable Property and retention of the entire applicable Initial Deposit, after the expiration of a ten (10) day calendar day cure period in which the defaulting party fails to take commercially reasonable actions to cure the default.

C. Developer Default After Closing. In the event the Developer, after the Closing, fails or refuses to comply with any of the terms of this Agreement for any reason other than the Village's default hereunder, the Village shall have all remedies available under law or in equity, including the termination of the Agreement, after the

expiration of a ten (10) calendar day cure period in which the Developer fails to take commercially reasonable actions to cure the default.

D. Reconveyance to Village. In addition to C. above, in the event Developer fails or refuses to develop the Subject Properties consistent with the timelines set forth herein, or consistent with the Project as set forth in the Final Plans making up **GROUP EXHIBIT 3** or as may be modified by mutual agreement of the parties, if necessary, or to otherwise commence or complete construction within the timelines set forth in Section IV.1. (subject to Force Majeure and weather conditions, substantial completion coupled with continuous progress towards completion, and the mutual agreement of the parties), or fails to pay applicable property taxes as specified in Section IV.2.B., the Village may terminate this Agreement upon ninety (90) days written notice provided under this Section V.1., subject to the Developer's right to cure the default during the notice period. In such case, at the sole option and direction of the Village Board, and subject to the rights of Developer's lender(s), if any, Developer shall be obligated to (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Subject Properties during the time period owned by the Developer; and (ii) re-convey title to the Subject Properties by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Subject Properties) to the Village at no cost to the Village pursuant to the notice of default, as liquidated damages for the default, both parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and reconveyance of the Subject Properties, if exercised by the Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the reconveyance of fee simple title to the Subject Properties or improvements made by Developer thereto. Upon reconveyance by Developer, and subject to the rights of Developer's lenders, the Village shall have the right to re-enter and re-possess the Subject Properties and those improvements and personal property that are not removed by Developer. The Village specifically acknowledges that any right of re-entry and repossession it may have is entirely subject to and subordinate to any mortgage or any other third party lien holder. The rights of the Village as to construction timelines as set forth in this Section V.1.D. shall terminate upon completion of construction as evidence by the issuance of a final occupancy permit by the Village for the Improvements. The rights of the Village as to reconveyance for nonpayment of real estate taxes or other fees as set forth in this Section V.1.D. and IV.2.B. shall terminate fifteen (15) years following the effective date of this Agreement.

E. Mutual Termination. Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated in whole or in part prior to Closing by mutual consent of the Village and Developer for any reason without any liability, damages or compensation, other than retention by the Village of its out-of-pocket expenses from the Initial Deposit. This Agreement may be terminated after Closing by mutual consent of the Parties.

2. **LIMITATION ON LIABILITY AND INDEMNIFICATION OF THE VILLAGE**. The Developer waives and releases its right to pursue or seek any punitive damage claim or award against the Village, its officers, officials, trustees, agents, volunteers, representatives and/or employees arising out of or relating to any breach, violation or termination by the Village or its elected or appointed officers or officials, trustees, agents, volunteers, representatives and/or employees, of any obligation, covenant, or provision of this Agreement, including the termination of the Agreement.

In addition, the Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, **"Losses"**) pursuant to any federal, state and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees may incur from or on account of Developer's use and access to the Subject Properties, any soil or groundwater assessments or other tests or surveys of any kind

conducted by the Developer pursuant to this Agreement and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's activities at the Subject Properties. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees will at no time assume responsibility or liability for the actions of Developer or any of the workers or other persons on the Subject Properties. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees and the Developer, the Developer shall at all times be held solely responsible to all persons on the Subject Properties present there because of the Project. The Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which the Developer and the workers have, or may have, arising out of the Project, except to the extent that any contamination occurs as a result of any negligent or willful and wanton acts or omissions actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees. The obligations of Developer under this subsection shall survive the termination of this Agreement.

3. **BROKERAGE.** The Village and the Developer each represent and warrant to the other that, in connection with this transaction, no third-party broker or finder is entitled to compensation as a consequence of the conveyance of the Subject Properties, and no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of the conveyance of the Subject Properties. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties other than those listed, claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Agreement. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.

3. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: i) on the third (3rd) business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or ii) on the next business day after deposit with a nationally- recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or iii) by e-mail on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepaid, return receipt requested, if addressed to the parties as follows:

To the Village:
Village of Maywood
Attention: Village Manager
40 Madison Street
Maywood, Illinois 60153
Phone: 708-450-6301
E-Mail: jkrischke@maywood-il.org

With a copy to:
Klein Thorpe and Jenkins, Ltd.
Attention: Michael A. Marrs
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Phone: 312-984-6419
Email: mamarrs@ktjlaw.com

To the Developer: Exclusive Bar and Grill LLC
Attention: Darian Wilbert and Tiffany Sykes
406 S 5th Avenue
Maywood, IL 60153
Phone: (708) 785-7083
Email: wilbertdarian79@gmail.com

With a copy to: _____
_____
_____
_____
Phone: _____
Email: _____

4. **ASSIGNMENT**. The Developer shall not assign or transfer the Developer's interest in this Agreement without the prior written consent of the Village, which consent may be withheld in the Village's sole discretion, and provided further, that the Developer shall not be released from its obligations hereunder as a result of such assignment. In the event the Village shall consent to an assignment, the Developer shall deliver to the Village a copy of the fully executed assignment and assumption by the Developer, as assignor and the assignee within five (5) business days of the closing on the assignment.

5. **TIME IS OF THE ESSENCE**. The Developer and the Village mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

6. **FORCE MAJEURE**. Time is of the essence of this Agreement; however, no party shall be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to war, insurrection, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, pandemics, quarantine restrictions, freight embargoes, inability to procure materials, acts caused directly or indirectly by the other party (or such other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party (**"Force Majeure"**). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant an extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure, provided that the failure of performance was reasonably caused by such Force Majeure.

7. **SECTION HEADINGS**. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

8. **INTERPRETATION**. Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

9. **APPLICABLE LAW; VENUE**. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, grantees, legal representatives, successors and permitted assigns. The parties, and their respective heirs, grantees, legal representatives, successors and permitted assigns, 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.

10. **ATTORNEYS' FEES.** In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

11. **COMPLETENESS AND MODIFICATIONS.** This Agreement, and the Exhibits referenced herein, constitute the entire agreement between the parties with respect to the transaction contemplated herein, and shall supersede all prior discussions, understandings or agreements between the parties. This Agreement may not be amended, modified or otherwise changed in any manner except by a writing executed by the parties hereto.

12. **NO MERGER.** The obligations, representations and warranties herein contained shall not merge with transfer of title but shall survive the conveyance of the Subject Properties and remain in effect until fulfilled.

13. **RECORDING.** This Agreement shall be recorded against the Subject Properties upon closing, at Developer's cost.

14. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.

15. **SEVERABILITY.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. **UNIFORM VENDOR AND PURCHASER RISK ACT.** The provisions of the Uniform Vendor and Purchaser's Risk Act of the State of Illinois shall be applicable to this Agreement.

17. **NO WAIVER.** No waiver of any provisions or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

18. **DISCLOSURE AFFIDAVIT.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Agreement by the Village, the Developer as an owner, authorized trustee, corporate official or managing agent, must submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Subject Properties, and every shareholder entitled to receive more than 7 ½% of the total distributable income of any corporation having any real interest, real or personal, in the Subject Properties, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily know individual having a greater than 7 ½%percent interest, real or personal, in the Subject Properties. Developer agrees to complete the affidavit and disclose such information as is required pursuant to this Paragraph.

19. **SCHEDULE OF EXHIBITS.** The following are attached to or will be incorporated into the Agreement as noted below.

EXHIBIT 1	Legal Description of Subject Properties (attached)
GROUP EXHIBIT 2	Village-Approved Site Plan Rendering and Architectural Documents (attached)
GROUP EXHIBIT 3	Final Plans (to be incorporated into the Agreement after Village approval)

EXHIBIT 4	A copy of the Village of Maywood Minority Business Enterprise/Women Business Enterprise Participation Program (attached)
EXHIBIT 5	List of Prohibited Uses (attached)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their respective signatures.

VILLAGE:
VILLAGE OF MAYWOOD,
an Illinois Municipal corporation,

By: _____

Name: _____
Title: Village President

ATTEST:
By: _____

Name: _____
Title: Village Clerk

DEVELOPER:
Exclusive Bar and Grill LLC
An Illinois limited liability company,

By: _____

Name: _____
Title: _____

ATTEST:
By: _____

Name: _____
Title: _____

EXHIBIT 1

Legal Description of Project Properties

THE SUBJECT PROPERTIES:

1. 402 S. 5TH AVENUE PROPERTY:

Lot 18 (except the South 18 feet thereof) Lot 19, Lot 20 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 402 S 5th Avenue, Maywood, Illinois 60153

PINS: 15-11-319-015-0000

2. 408 S. 5TH AVENUE PROPERTY:

16 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, all in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (15-11-319-011-0000)

Also, the N 7 feet 5 inches of Lot 14 and Lot 15 16 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, all in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (15-11-319-012-0000)

ADDRESS: 408 S. 5th Avenue, Maywood, Illinois 60153

PIN: 15-11-319-011-0000 and 15-11-319-012-0000

PROJECT SITE:

Lot 17 and the South 18 feet of Lot 18 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of Section 2, the West 1/2 of Section 11, and the NW 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 406 S. 5TH Avenue, Maywood, Illinois 60153

PIN: 15-11-319-016-0000

GROUP EXHIBIT 2

SITE PLAN RENDERING AND ARCHITECTURAL DOCUMENTS SHOWING PROPOSED IMPROVEMENTS ON THE PROJECT PROPERTIES

(attached)

GROUP EXHIBIT 3

APPROVED FINAL PLANS

(to be incorporated into the Agreement)

FINAL PLANS WERE APPROVED BY THE VILLAGE ON _____,
AND ARE AVAILABLE UPON REQUEST FROM THE VILLAGE CLERK'S OFFICE

EXHIBIT 4

VILLAGE OF MAYWOOD

MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE

(MBE/WBE) PARTICIPATION PROGRAM.

Policy and Terms

A. It is the policy of the Village of Maywood to assure that businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) be provided fair and representative employment and business opportunities in the procurement of goods and services and the award of construction contracts for publicly-supported facilities. By implementation of the MBE/WBE Participation Program, it is not the intent, nor will the Village compromise the quality of services provided through the procurement processes.

The purpose of the Village MBE/WBE Participation Program is to ensure that qualified minority and women businesses have the maximum opportunity to compete for and perform contracts and/or subcontracts for supplies and services. Through the establishment of voluntary goals, the Village will encourage and provide for the increased practicable participation by qualified business enterprises owned by minorities and women.

B. The Village hereby establishes the voluntary goal to award 20% of all contracts and/or subcontracts for supplies and services to businesses certified as MBE/WBE.

C. This voluntary commitment can be met by businesses as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the prime contractor's business or by any combination of the above.

II. Definitions

A. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill, and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firms and Non-MBE/WBE firms.

B. "Certified MBE, WBE or Certified Non-MBE/WBE" includes any qualified contractor, subcontractor providing labor, services, products or materials for the Village of Maywood, who has been certified by one of the agencies or programs listed below:
- City of Chicago Department of Purchases, Contracts and Supplies
- Chicago Regional Purchasing Council
- Chicago Transit Authority
- County of Cook
- Illinois Department of Transportation
- METRA
- Pace
- Women Business Enterprise Initiative Program

III. Procedure to Determine Compliance

Under the supervision of the Village Manager, each department will be responsible for assuring full compliance with the MBE/WBE Participation Program including obtaining and maintaining documentation of outreach efforts and good faith efforts to achieve MBE/WBE goals. Of specific concern is adequate documentation of 1) unsuccessful efforts to solicit MBE/WBE prime contractors, subcontractors or joint venture partners; and 2) MBE/WBE participation being deemed not feasible based upon expense.

IV. Waiver of Procedures

The requirements set forth in these Procedures shall not apply where the Village Manager determines that MBE/WBE subcontractor participation is impracticable. This may occur whenever the Village Manager determines that for reasons of time, need, industry practices or standards not previously known by the Village, or such other extreme circumstances as may be deemed appropriate, such a waiver is in the best interests of the Village.

EXHIBIT 5

LIST OF PROHIBITED USES

"ADULT" USES

AMUSEMENT ARCADES

BANK (FIRST FLOOR RETAIL BANK USE IS PERMITTED, PROVIDED THE BANK DOES NOT EXCEED 1,500 SQUARE FEET; SECOND FLOOR OFFICE USE IS PERMITTED)

BANQUET HALL/EVENT SPACE

BARBER SHOPS, HAIR SALONS, NAIL SALONS

BED AND/OR MATTRESS STORES

BILLIARDS/POOL HALLS

CHILDCARE FACILITIES

CONSIGNMENT SHOPS

CURRENCY EXCHANGES

DISCOUNT OR OFF-PRICE RETAILERS OF ANY KIND - PRIMARILY SELLING MERCHANDISE THAT CONSISTS OF "IRREGULAR," "FACTORY-SECOND" OR OTHER IMPERFECT GOODS

GAS STATIONS

HOTELS, MOTELS

INSURANCE BROKERS/AGENCYS, FIRST FLOOR USE IS PERMITTED, PROVIDED THE TOTAL OCCUPANCY OF ALL TENANTS UNDER THIS USE DOES NOT EXCEED 1,200 SQUARE FEET (PERMITTED ABOVE FIRST FLOOR ONLY)

LAUNDROMATS AND DRY-CLEANING PLANT/FACILITY (A DROP-OFF/PICK-UP FACILITY IS PERMITTED ON FIRST FLOOR, PROVIDED THE USE DOES NOT EXCEED 1,200 SQUARE FEET)

MEDICAL-RELATED USE OR MEDICAL CLINIC (FIRST FLOOR MEDICAL USE OR CLINIC IS PERMITTED, PROVIDED THE USE OR CLINIC DOES NOT EXCEED 1,500 SQUARE FEET; SECOND FLOOR OFFICE USE IS PERMITTED)

PARTY GOODS STORES

PAY DAY LOAN STORES

REAL ESTATE SALES (PERMITTED ABOVE FIRST FLOOR ONLY)

SHOE REPAIR STORES

SURPLUS MERCHANDISE STORES

STOCK BROKER / INVESTMENT HOUSE (PERMITTED ABOVE FIRST FLOOR ONLY)

SWIMMING POOL SALES AND SUPPLY STORES

TATTOO/BODY PIERCING ESTABLISHMENTS

TITLE COMPANY (PERMITTED ABOVE FIRST FLOOR ONLY)

TOBACCO/SMOKE SHOP

TRAVEL AGENTS (PERMITTED ABOVE FIRST FLOOR ONLY)

TELEMARKETING SERVICES (PERMITTED ABOVE FIRST FLOOR ONLY)

THRIFT STORES

VEHICLE/EQUIPMENT RENTAL STORES

IT IS THE INTENT THAT THE ABOVE-LISTED CATEGORIES OF PROHIBITED USES ARE TO BE LIBERALLY CONSTRUED SUCH THAT A USE WHICH ARGUABLY FALLS INTO ONE OF THE CATEGORIES IS PROHIBITED. NOTHING SHALL PREVENT THE VILLAGE, IN ITS SOLE AND EXCLUSIVE DISCRETION, FROM ALLOWING A PROHIBITED USE TO EXIST AS PART OF THE PROJECT, PURSUANT TO A WRITTEN APPROVAL BY THE CORPORATE AUTHORITIES OF THE VILLAGE.

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-2022-____

RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE BAR AND GRILL LLC FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT

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 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 6th day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]



Village of Maywood

Financial Analysis

Month Ending

October 31, 2022

VILLAGE OF MAYWOOD
FINANCE DEPARTMENT

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

TO: Jim Krischke
Village Manager

FROM: Lanya D. Satchell
Director of Finance

DATE: November 21, 2022

RE: FY'2023 – Period 6 Analysis (October 1, 2022 – October 31, 2022)

Attached please find the Detailed Revenue and Expense Report for 6 months ending October 31, 2022. Upon review of the report, you will find that with 50% of the Fiscal Year having elapsed most departments have operated within budget. Exceptions reflect such expenditures as Membership & Dues, Contractual & Professional Services, and Building Maintenance.

Revenues

For your review, I have enclosed a four-year analysis of the major revenue sources for the Village of Maywood. For comparison, I have highlighted (in blue) collections for October and year to date totals. As of October 31, 2022, Revenue reflects 26.6% ($9,059,628) of the total budgeted amount which is largely due to the timing of many of our revenue streams.

Expenses

As of October 31, 2022, total expenditures for the Corporate Fund reflect 37.6% ($12,820,934.24) of the total budgeted amount. Although total expenditures reflect less than 50% of the total budgeted the period reflects a deficit of approximately $3.7M- which impacts cash flow.

Other Major Funds

Motor Fuel reflects total fund revenue of 59.3% with total fund expenditures of 15.7%. Expenditures budgeted for this fund largely represent Capital Improvements and General Maintenance.

Water Fund reflects total fund revenue of 45.4% and total expenditures of 31.5%. After six periods, the Fund reflects a surplus of $1.4M - as infrastructure projects begin and payment for water and refuse services are invoiced and paid, any surplus will quickly dwindle.

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

INCOME TAX	FY 2019	FY 2020	FY 2021	FY 2022	**FY 2023**
May	330,396	483,760	242,876	405,364	746,322
June	152,631	151,076	150,440	355,666	219,237
July	206,372	225,931	238,893	319,064	370,109
August	151,490	161,954	326,618	179,160	190,627
September	147,848	143,338	185,066	189,202	
October	229,783	255,741	267,992	343,825	379,268
November	165,497	166,910	181,084	197,100	
December	137,174	157,723	160,320	179,931	
January	199,871	220,457	255,423	320,356	
February	240,461	227,131	270,039	399,455	
March	144,789	168,894	186,110	173,141	
April	385,925	7,179	296,750	369,891	
	2,492,237	2,370,093	2,761,612	3,432,154	1,905,563

PERS PROP REPLACEMENT TAX	FY 2019	FY 2020	FY 2021	FY 2022	**FY 2023**
May	133,755	184,378	101,011	263,286	504,571
July	104,224	108,907	104,948	191,854	363,279
August	10,523	13,064	77,552	24,398	41,475
October	94,319	189,543	98,315	319,654	489,280
December	23,065	31,477	25,445	66,329	
January	77,329	115,098	121,017	243,415	
March	30,502	22,882	43,723	318,784	
April	93,373	74,629	204,300	376,868	
	567,088	739,979	776,311	1,804,588	1,398,605

LOCAL USE TAX	FY 2019	FY 2020	FY 2021	FY 2022	**FY 2023**
May	47,190	58,180	59,883	62,651	68,473
June	56,989	66,140	76,175	80,095	80,308
July	49,738	62,602	91,555	72,770	64,314
August	54,236	62,873	80,642	66,980	73,325
September	58,085	63,917	89,684	76,341	82,717
October	56,346	65,710	90,542	71,095	72,195
November	53,587	62,953	87,182	75,046	
December	61,473	70,507	90,956	77,025	
January	65,068	77,413	95,303	71,817	
February	71,995	72,525	101,557	116,286	
March	87,060	99,514	143,310	106,944	
April	70,642	80,646	70,262	70,923	
	732,410	842,979	1,077,050	947,975	441,332

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

TELECOMMUNICATIONS TAX	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
May (March)	33,818	37,670	20,381	26,886	28,080
June (April)	37,784	30,130	28,276	26,563	25,554
July (May)	35,346	28,489	26,200	26,115	17,655
August (June)	35,934	29,469	31,442	24,783	23,930
September (July)	35,080	27,980	25,971	26,277	22,781
October (August)	34,471	29,225	26,752	25,077	29,522
November (September)	34,220	28,888	24,910	25,116	
December (October)	31,744	29,076	27,762	26,956	
January (November)	31,668	29,048	26,048	31,585	
February (December)	31,363	32,295	24,999		
March (January)	31,471	31,900	26,775	30,371	
April (February)	25,818	5,966	24,562	29,597	
	398,717	340,136	314,077	299,325	147,522

COMM ED UTAX	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
May	61,312	59,206	58,505	57,097	61,371
June	59,625	57,624	55,563	58,639	59,108
July	68,613	62,329	70,268	71,702	69,213
August	87,758	79,273	88,543	-	89,441
September	78,422	85,919	87,524	76,062	83,999
October	77,872	74,075	83,029	93,210	80,731
November	63,942	67,198	60,881	70,426	
December	57,690	60,520	59,797	60,817	
January	71,503	70,779	67,904	71,966	
February	74,207	71,973	75,152	86,864	
March	72,862	68,989	70,514	66,884	
April	65,575	63,310	63,842	66,051	
	839,382	821,195	841,521	779,718	443,864

NI GAS UTAX	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
May	48,924	42,103	38,718	42,499	63,993
June	28,761	29,277	31,465	37,408	51,862
July	15,951	17,634	15,376	19,904	28,067
August	11,876	13,699	15,238	17,386	19,429
September	12,306	11,760	21,071	16,587	22,786
October	11,472	11,790	18,868	16,583	23,601
November	16,429	12,733	20,303	18,762	
December	43,660	36,591	31,120	44,171	
January	60,383	58,199	44,435	79,992	
February	65,927	56,403	66,857	97,542	
March	76,001	67,428	79,186	109,142	
April	60,894	50,657	54,116	87,444	
	452,583	408,274	436,754	587,419	209,738

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

VIDEO GAMING TAX	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
May (March)		2,184	2,025	6,956	6,924
June (April)		1,727	-	7,901	4,998
July (May)		1,464	-	6,525	6,302
August (June)		1,838	-	6,132	5,221
September (July)		1,447	4,248	7,295	4,975
October (August)		1,882	4,230	5,178	4,520
November (September)		1,897	4,079	5,605	
December (October)		2,173	3,981	5,784	
January (November)		1,408	2,256	4,567	
February (December)		1,617	-	5,272	
March (January)		1,475	1,305	4,548	
April (February)		2,590	4,495	5,089	
		21,701	26,619	70,852	32,940

CANNABIS USE TAX	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
May (March)			1,135	2,760	3,253
June (April)			879	3,203	3,268
July (May)			1,176	2,823	2,711
August (June)			1,341	2,519	3,792
September (July)			1,817	2,996	3,035
October (August)			1,188	3,563	2,789
November (September)			1,346	3,119	
December (October)			1,157	2,712	
January (November)			2,663	3,323	
February (December)			2,145	3,266	
March (January)			2,114	3,456	
April (February)		3,942	2,730	3,621	
		3,942	19,690	37,360	18,848

VILLAGE OF MAYWOOD

FY 2023 - SALES TAX ANALYSIS

	Municipal	Home Rule	Motor Fuel	
May (February)	92,727	77,128	23,533	193,389
June (March)	123,720	104,776	27,003	255,500
July (April)	102,878	85,140	24,084	212,102
August (May)	106,687	92,394	24,819	223,900
September (June)	116,222	99,526	23,819	239,567
October (July)	111,294	93,689	26,938	231,921
November (August)				-
December (September)				-
January (October)				-
February (November)				-
March (December)				-
April (January)				-
TOTAL	653,529	552,654	150,195	1,356,378

Municipal Sales Tax	FY 2019	FY2020	FY2021	FY2022	FY2023
May (February)	63,660	64,041	62,423	70,188	92,757
June (March)	83,632	74,038	64,366	113,562	123,720
July (April)	67,841	71,846	54,902	99,660	102,878
August (May)	72,922	79,004	63,366	98,062	106,687
September (June)	75,605	73,852	73,048	106,696	116,222
October (July)	**77,271**	**81,590**	**77,866**	**99,191**	111,294
November (August)	77,117	78,302	73,842	93,771	-
December (September)	71,534	80,660	75,405	94,649	-
January (October)	73,899	72,319	70,901	98,458	-
February (November)	66,595	71,340	66,666	102,903	-
March (December)	68,678	72,081	73,695	104,986	-
April (January)	47,769	46,702	83,244	92,828	-
TOTAL	846,524	865,776	839,725	1,174,954	653,559

Home Rule Sales Tax	FY 2019	FY2020	FY2021	FY2022	FY2023
May (February)	50,105	50,962	49,738	56,229	77,128
June (March)	62,735	57,756	49,726	93,154	104,776
July (April)	54,249	57,696	42,296	80,048	85,140
August (May)	58,932	65,291	47,101	80,547	92,394
September (June)	63,303	60,703	56,055	89,114	99,526
October (July)	**59,749**	**64,411**	**60,751**	**82,543**	93,689
November (August)	59,818	63,168	59,305	78,267	-
December (September)	55,938	58,483	59,788	78,155	-
January (October)	59,276	57,348	56,834	82,392	-
February (November)	54,965	56,579	53,042	87,734	-
March (December)	55,498	58,299	57,029	89,592	-
April (January)	48,884	53,618	65,429	77,591	-
TOTAL	683,452	704,313	657,092	975,367	552,654

Motor Fuel Sales Tax	FY 2019	FY2020	FY2021	FY2022	FY2023
May (February)				23,006	23,533
June (March)				27,106	27,003
July (April)				26,269	24,084
August (May)				25,802	24,819
September (June)				28,704	23,819
October (July)			**16,322**	**26,966**	26,938
November (August)			29,937	24,924	-
December (September)			26,701	27,191	-
January (October)			24,307	26,069	-
February (November)			24,885	29,250	-
March (December)			24,125	23,448	-
April (January)			26,770	21,564	-
TOTAL			169,048	310,300	150,195

VILLAGE OF MAYWOOD

FY2022-2023 Revenue Analysis

October 31, 2022

		OCTOBER ACTUAL	YTD ACTUAL	FY'23 BUDGET	% USED
01-10-30125	ADMINISTRATIVE HEARINGS	1,900.00	12,205.00	35,000.00	34.9
01-10-30126	COMPLIANCE TICKETS	575.00	1,050.00	7,500.00	14.0
01-10-30160	BOOT CHARGES	-	-	5,000.00	0.0
01-10-30235	CODE VIOLATIONS	475.00	8,255.00	-	
01-10-30290	FINES/ FORFEITURES	-	200.00	10,000.00	2.0
01-10-30365	JUDGEMENTS & LIENS	4,177.75	29,218.50	45,000.00	64.9
01-10-30445	IL DEBT RECOVERY PROGRAM	-	2,419.78	25,000.00	9.7
01-10-30450	REDLIGHT REVENUE	30,157.25	58,894.54	100,000.00	58.9
01-10-30460	PARKING FINES	2,105.00	15,950.00	100,000.00	16.0
01-10-30500	POLICE TOWING	9,032.00	66,025.00	100,000.00	66.0
01-10-30519	POLICE SEIZURES	-	54,123.38	15,000.00	360.8
01-10-30521	POLICE TRAFFIC ENFORCEMENT	-	-	10,000.00	0.0
	TOTAL FINES	**48,422.00**	**248,341.20**	**452,500.00**	54.9
01-10-30130	AMBULANCE & RESCUE FEES	116,445.58	575,083.46	850,000.00	67.7
01-10-30136	CPR CLASS	-	-	-	
01-10-30140	ANIMAL RELEASE	185.00	1,865.00	2,500.00	74.6
01-10-30150	BOARD UP	-	-	1,000.00	0.0
01-10-30154	YARD SALE	40.00	1,250.00	-	
01-10-30170	BUILDING PERMITS	32,807.00	268,537.05	400,000.00	58.9
01-10-30175	ENTERPRISE ZONE	-	-	20,000.00	0.0
01-10-30211	CLERK'S OFFICE FEES	100.00	879.00	1,500.00	58.6
01-10-30220	FRANCHISE FEES	-	101,168.79	250,000.00	40.5
01-10-30230	CERTIFICATE OF INSPECTION	2,220.00	27,105.00	50,000.00	54.2
01-10-30280	ELEVATOR INSPECTIONS	-	2,417.50	3,500.00	69.1
01-10-30300	FINGERPRINTS	165.00	3,925.00	2,500.00	
01-10-30335	HEALTH INSPECTIONS	-	-	15,000.00	0.0
01-10-30405	MAYWOOD PROVISO OFFICER	-	-	24,932.00	0.0
01-10-30455	OCCUPANCY PERMIT	85.00	3,845.00	2,500.00	153.8
01-10-30480	VACANT BLDG REGISTRATION	11,090.00	71,660.00	75,000.00	95.5
01-10-30516	POLICE/FIRE REPORTS	-	-	2,500.00	0.0
01-10-30630	TRANSFER STAMPS	19,165.00	148,168.00	250,000.00	59.3
01-10-30760	50 / 50 SIDEWALK	200.00	15,249.89	25,000.00	61.0
	TOTAL FEES	**182,502.58**	**1,221,153.69**	**1,975,932.00**	**61.8**
01-10-30200	BUSINESS LICENSE	-	5,407.95	80,000.00	6.8
01-10-30240	CONTRACTORS LICENSE	3,040.00	29,670.00	60,000.00	49.5
01-10-30250	DOG TAGS	20.00	470.00	2,000.00	23.5
01-10-30390	LIQUOR LICENSE	-	7,772.05	55,000.00	14.1
01-10-30470	PARKING PERMITS	400.00	1,775.00	10,000.00	17.8
01-10-30650	VEHICLE STICKERS	90.00	11,643.00	300,000.00	3.9
01-10-30660	VENDING PERMITS	-	-	-	
	TOTAL LICENCES	**3,550.00**	**56,738.00**	**507,000.00**	**11.2**
			-		
01-10-30370	INTEREST	3.89	716.85	2,000.00	35.8
01-10-30720	ZBA HEARINGS	-	-	250.00	0.0
01-10-30620	SUMMARY ABATEMENT	-	-	2,000.00	0.0
	TOTAL SERVICE CHARGE	**3.89**	**716.85**	**4,250.00**	**16.9**
01-10-30330	GRANTS	77-	248,499.35	50,000.00	497.0
	TOTAL GRANTS	**-**	***248,499.35***	**50,000.00**	497.0

		OCTOBER ACTUAL	YTD ACTUAL		% USED
01-10-30520	COOK COUNTY PTAX	-	917,613.51	15,166,667.35	6.1
01-10-30522	SALES TAX	231,921.04	1,356,378.30	1,750,000.00	77.5
01-10-30523	INCOME TAX	379,267.83	1,905,563.15	2,500,000.00	76.2
01-10-30524	PERS PROP REPLACE TAX	489,279.77	1,398,605.56	700,000.00	199.8
01-10-30526	LOCAL USE TAX	72,194.54	441,331.32	750,000.00	58.8
01-10-30529	TELECOMMUNICATIONS TAX	28,521.51	146,521.54	325,000.00	45.1
01-10-30531	COMM ED UTAX	80,731.18	443,863.93	700,000.00	63.4
01-10-30532	NI GAS UTAX	23,601.04	209,737.97	350,000.00	59.9
01-10-30540	PROPERTY TAX - POLICE PENSION	-	-	4,837,056.00	0.0
01-10-30541	PROPERTY TAX - FIRE PENSION	-	-	3,600,745.00	0.0
01-10-30545	VIDEO GAMING	4,520.40	32,940.58	55,000.00	59.9
01-10-30547	CANNABIS USE TAX	2,788.94	18,848.43	30,000.00	62.8
	TOTAL TAXES	**1,312,826.25**	**6,871,404.29**	**30,764,468.35**	22.3
01-10-30260	DONATIONS	-	655.00	3,500.00	18.7
01-10-30410	MAINTENANCE OF HIGHWAYS	1,155.21	12,891.15	45,000.00	28.6
01-10-30440	MISC	55,818.88	87,750.26	100,000.00	87.8
01-10-30550	REIMBURSEMENTS TO VILLAGE	10,884.58	40,277.39	150,000.00	26.9
01-10-30590	SALE OF PROPERTY		17,092.00	25,000.00	68.4
01-10-30600	SPECIAL SIGNS	12,188.42	251,109.31	750.00	33481.2
01-10-30730	ZONING MAPS	600.00	3,000.00	250.00	1200.0
	TOTAL OTHER	**80,647.09**	**412,775.11**	**324,500.00**	**127.2**
	GRAND TOTAL	**1,627,951.81**	**9,059,628.49**	**34,078,650.35**	**26.6**

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CORPORATE					
01-10-30125	ADMINISTRATIVE HEARINGS	1,900.00	12,205.00	35,000.00	22,795.00	34.9
01-10-30126	COMPLIANCE TICKETS	575.00	1,050.00	7,500.00	6,450.00	14.0
01-10-30130	AMBULANCE & RESCUE FEES	116,445.58	575,083.46	850,000.00	274,916.54	67.7
01-10-30140	ANIMAL RELEASE	185.00	1,865.00	2,500.00	635.00	74.6
01-10-30150	BOARD UP	.00	.00	1,000.00	1,000.00	.0
01-10-30154	YARD SALE	40.00	1,250.00	.00	(1,250.00)	.0
01-10-30160	BOOT CHARGES	.00	.00	5,000.00	5,000.00	.0
01-10-30170	BUILDING PERMITS	32,807.00	268,537.05	400,000.00	131,462.95	67.1
01-10-30175	ENTERPRISE ZONE	.00	.00	20,000.00	20,000.00	.0
01-10-30200	BUSINESS LICENSE	.00	5,407.95	80,000.00	74,592.05	6.8
01-10-30211	CLERK'S OFFICE FEES	100.00	879.00	1,500.00	621.00	58.6
01-10-30220	FRANCHISE FEES	.00	101,168.79	250,000.00	148,831.21	40.5
01-10-30230	CERTIFICATE OF INSPECTION	2,220.00	27,105.00	50,000.00	22,895.00	54.2
01-10-30235	CODE VIOLATIONS	475.00	8,255.00	.00	(8,255.00)	.0
01-10-30240	CONTRACTORS LICENSE	3,040.00	29,670.00	60,000.00	30,330.00	49.5
01-10-30250	DOG TAGS	20.00	470.00	2,000.00	1,530.00	23.5
01-10-30260	DONATIONS	.00	655.00	3,500.00	2,845.00	18.7
01-10-30280	ELEVATOR INSPECTIONS	.00	2,417.50	3,500.00	1,082.50	69.1
01-10-30290	FINES/ FORFEITURES	.00	200.00	10,000.00	9,800.00	2.0
01-10-30300	FINGERPRINTS	165.00	3,925.00	2,500.00	(1,425.00)	157.0
01-10-30330	GRANTS	.00	248,499.35	50,000.00	(198,499.35)	497.0
01-10-30335	HEALTH INSPECTIONS	.00	.00	15,000.00	15,000.00	.0
01-10-30365	JUDGEMENTS & LIENS	4,177.75	29,218.50	45,000.00	15,781.50	64.9
01-10-30370	INTEREST	3.89	716.85	2,000.00	1,283.15	35.8
01-10-30390	LIQUOR LICENSE	.00	7,772.05	55,000.00	47,227.95	14.1
01-10-30405	MAYWOOD PROVISO OFFICER	.00	.00	24,932.00	24,932.00	.0
01-10-30410	MAINTENANCE OF HIGHWAYS	1,155.21	12,891.15	45,000.00	32,108.85	28.7
01-10-30440	MISC	55,818.88	87,750.26	100,000.00	12,249.74	87.8
01-10-30445	IL DEBT RECOVERY PROGRAM	.00	2,419.78	25,000.00	22,580.22	9.7
01-10-30450	REDLIGHT REVENUE	30,157.25	58,894.54	100,000.00	41,105.46	58.9
01-10-30455	OCCUPANCY PERMIT	85.00	3,845.00	2,500.00	(1,345.00)	153.8
01-10-30460	PARKING FINES	2,105.00	15,950.00	100,000.00	84,050.00	16.0
01-10-30470	PARKING PERMITS	400.00	1,775.00	10,000.00	8,225.00	17.8
01-10-30480	VACANT BLDG REGISTRATION	11,090.00	71,660.00	75,000.00	3,340.00	95.6
01-10-30500	POLICE TOWING	9,032.00	66,025.00	100,000.00	33,975.00	66.0
01-10-30516	POLICE/FIRE REPORTS	.00	.00	2,500.00	2,500.00	.0
01-10-30519	POLICE SEIZURES	.00	54,123.38	15,000.00	(39,123.38)	360.8
01-10-30520	COOK COUNTY PTAX -MB FINANCIAL	.00	917,613.51	15,166,667.35	14,249,053.84	6.1
01-10-30521	POLICE TRAFFIC ENFORCEMENT	.00	.00	10,000.00	10,000.00	.0
01-10-30522	SALES TAX	231,921.04	1,356,378.30	1,750,000.00	393,621.70	77.5
01-10-30523	INCOME TAX	379,267.83	1,905,563.15	2,500,000.00	594,436.85	76.2
01-10-30524	PERS PROP REPLACE TAX	489,279.77	1,398,605.56	700,000.00	(698,605.56)	199.8
01-10-30526	LOCAL USE TAX	72,194.54	441,331.32	750,000.00	308,668.68	58.8
01-10-30529	TELECOMMUNICATIONS TAX	28,521.51	146,521.54	325,000.00	178,478.46	45.1
01-10-30531	COMM ED UTAX	80,731.18	443,863.93	700,000.00	256,136.07	63.4
01-10-30532	NI GAS UTAX	23,601.04	209,737.97	350,000.00	140,262.03	59.9
01-10-30540	PROPERTY TAX - POLICE PENSION	.00	.00	4,837,056.00	4,837,056.00	.0
01-10-30541	PROPERTY TAX - FIRE PENSION	.00	.00	3,600,745.00	3,600,745.00	.0
01-10-30545	VIDEO GAMING TAX	4,520.40	32,940.58	55,000.00	22,059.42	59.9
01-10-30547	CANNABIS USE TAX	2,788.94	18,848.43	30,000.00	11,151.57	62.8
01-10-30550	REIMBURSEMENTS TO VILLAGE	10,884.58	40,277.39	150,000.00	109,722.61	26.9
01-10-30590	SALE OF PROPERTY	.00	17,092.00	25,000.00	7,908.00	68.4

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
01-10-30600	SPECIAL SIGNS	12,188.42	251,109.31	750.00	(250,359.31)	33481.
01-10-30620	SUMMARY ABATEMENT	.00	.00	2,000.00	2,000.00	.0
01-10-30630	TRANSFER STAMPS	19,165.00	148,168.00	250,000.00	101,832.00	59.3
01-10-30650	VEHICLE STICKERS	90.00	11,643.00	300,000.00	288,357.00	3.9
01-10-30720	ZBA HEARINGS	.00	.00	250.00	250.00	.0
01-10-30730	ZONING MAPS	600.00	3,000.00	250.00	(2,750.00)	1200.0
01-10-30760	50 / 50 SIDEWALK	200.00	15,249.89	25,000.00	9,750.11	61.0
	TOTAL CORPORATE	1,627,951.81	9,059,628.49	34,078,650.35	25,019,021.86	26.6
	SPECIAL EVENT REVENUE					
01-21-30602	MAYWOOD FEST	5,100.00	41,725.00	.00	(41,725.00)	.0
	TOTAL SPECIAL EVENT REVENUE	5,100.00	41,725.00	.00	(41,725.00)	.0
	TOTAL FUND REVENUE	1,633,051.81	9,101,353.49	34,078,650.35	24,977,296.86	26.7

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	VILLAGE CLERK					
01-11-40100	STRAIGHT TIME	15,028.44	65,123.21	130,948.60	65,825.39	49.7
01-11-40310	SICK BUY BACK	.00	.00	2,230.00	2,230.00	.0
01-11-40400	FICA TAXES	1,077.42	4,692.90	10,017.57	5,324.67	46.9
01-11-40410	I.M.R.F.	116.64	505.44	5,321.19	4,815.75	9.5
01-11-40415	HEALTH/VISION/LIFE INSURANCE	4,713.96	18,855.84	39,352.51	20,496.67	47.9
01-11-53000	CODIFICATION	.00	1,600.00	20,000.00	18,400.00	8.0
01-11-53100	RECORD CONVERSION	.00	126.95	100.00	(26.95)	127.0
01-11-53800	ADVERTISING	.00	.00	550.00	550.00	.0
01-11-54500	EQUIPMENT RENTAL/LEASE	.00	1,085.11	4,500.00	3,414.89	24.1
01-11-55100	POSTAGE	.00	56.50	450.00	393.50	12.6
01-11-55200	COURIER SERVICES	.00	.00	50.00	50.00	.0
01-11-55410	CELLULAR PHONE	.00	39.98	593.76	553.78	6.7
01-11-55500	PRINTING	.00	.00	500.00	500.00	.0
01-11-56100	MEMBERSHIP & DUES	10.00	515.00	1,300.00	785.00	39.6
01-11-56300	TRAINING/SEMINARS	.00	700.00	1,800.00	1,100.00	38.9
01-11-56400	BACKGROUND CHECK	.00	.00	1,000.00	1,000.00	.0
01-11-60100	OFFICE/COMPUTER SUPPLIES	.00	3,617.75	10,232.00	6,614.25	35.4
01-11-60800	PHOTOGRAPH SUPPLIES	.00	.00	300.00	300.00	.0
01-11-61700	MISCELLANEOUS	.00	.00	500.00	500.00	.0
01-11-61714	CLERK WILLIAMS	844.08	1,244.08	8,500.00	7,255.92	14.6
	TOTAL VILLAGE CLERK	21,790.54	98,162.76	238,245.63	140,082.87	41.2
	VILLAGE MANAGER					
01-12-40100	STRAIGHT TIME	10,096.66	106,411.71	195,200.00	88,788.29	54.5
01-12-40200	ALL OVERTIME	69.41	69.41	.00	(69.41)	.0
01-12-40310	SICK BUY BACK	.00	.00	5,500.00	5,500.00	.0
01-12-40400	FICA TAXES	439.73	4,624.31	14,932.80	10,308.49	31.0
01-12-40410	I.M.R.F.	51.30	512.84	8,784.00	8,271.16	5.8
01-12-40415	HEALTH/VISION/LIFE INSURANCE	1,235.85	2,471.70	29,554.49	27,082.79	8.4
01-12-40417	VOYA EXPENSE	.00	.00	8,500.00	8,500.00	.0
01-12-51300	MAINTENANCE VEHICLE	.00	1,250.00	2,000.00	750.00	62.5
01-12-52400	CONTRACTUAL/PROF SERVICES	.00	25,119.63	20,000.00	(5,119.63)	125.6
01-12-54500	EQUIPMENT RENTAL/LEASE	.00	1,790.88	10,600.00	8,809.12	16.9
01-12-55100	POSTAGE	4.03	8.87	400.00	391.13	2.2
01-12-55200	COURIER SERVICES	.00	.00	100.00	100.00	.0
01-12-55410	CELULLAR PHONE	.00	17.20	600.00	582.80	2.9
01-12-55500	PRINTING	.00	1,121.00	750.00	(371.00)	149.5
01-12-56100	MEMBERSHIP & DUES	.00	1,240.00	4,000.00	2,760.00	31.0
01-12-56300	TRAINING/SEMINARS	139.20	607.62	6,500.00	5,892.38	9.4
01-12-56700	NEWSLETTER	.00	6,728.40	30,000.00	23,271.60	22.4
01-12-60100	OFFICE SUPPLIES	318.86	4,767.32	7,000.00	2,232.68	68.1
01-12-61700	MISCELLANEOUS	27.81	2,829.79	5,000.00	2,170.21	56.6
01-12-62610	GASOLINE	.00	.00	1,500.00	1,500.00	.0
01-12-87000	CAPITAL OUTLAY-OVER $5,000	.00	.00	40,000.00	40,000.00	.0
	TOTAL VILLAGE MANAGER	12,382.85	159,570.68	390,921.29	231,350.61	40.8

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FINANCE					
01-14-40100	STRAIGHT TIME	38,376.98	172,450.51	322,578.10	150,127.59	53.5
01-14-40200	OVERTIME	66.79	388.95	3,000.00	2,611.05	13.0
01-14-40310	SICK BUY BACK	.00	.00	6,000.00	6,000.00	.0
01-14-40400	FICA TAXES	2,770.35	12,412.85	25,059.72	12,646.87	49.5
01-14-40410	I.M.R.F.	330.42	1,402.55	14,741.01	13,338.46	9.5
01-14-40415	HEALTH/LIFE/VISION INSURANCE	9,340.65	47,091.51	105,514.85	58,423.34	44.6
01-14-52400	CONTRACTUAL/PROF SERVICES	2,947.26	58,461.83	123,252.00	64,790.17	47.4
01-14-54500	EQUIPMENT RENTAL/LEASE	.00	4,446.68	11,000.00	6,553.32	40.4
01-14-55100	POSTAGE	.00	214.32	7,500.00	7,285.68	2.9
01-14-55200	COURIER SERVICES	.00	.00	500.00	500.00	.0
01-14-56100	MEMBERSHIP & DUES	.00	55.00	2,500.00	2,445.00	2.2
01-14-56300	TRAINING/SEMINARS	.00	207.00	15,000.00	14,793.00	1.4
01-14-56400	TUITION REIMBURSEMENT	.00	.00	2,500.00	2,500.00	.0
01-14-60100	OFFICE SUPPLIES	61.70	3,400.19	8,000.00	4,599.81	42.5
01-14-61700	MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
01-14-61850	LIBRARY-PERSONAL PROPERTY TAX	.00	.00	104,388.00	104,388.00	.0
01-14-61875	BANK FEES	.00	.00	9,000.00	9,000.00	.0
	TOTAL FINANCE	53,894.15	300,531.39	761,533.68	461,002.29	39.5
	LAW					
01-15-52400	CONTRACTUAL/PROF SERVICES	59,329.32	338,184.11	300,000.00	(38,184.11)	112.7
01-15-53800	ADVERTISING	.00	5,054.00	10,000.00	4,946.00	50.5
01-15-56600	REFERENCE MATERIAL	.00	.00	500.00	500.00	.0
01-15-59900	FILING FEES	.00	5,837.00	5,000.00	(837.00)	116.7
	TOTAL LAW	59,329.32	349,075.11	315,500.00	(33,575.11)	110.6
	MANAGEMENT INFORMATION SYSTE					
01-18-51700	COMPUTER CONSULTANT	15,833.32	50,566.64	95,000.00	44,433.36	53.2
01-18-54700	SERVICE AGREEMENT	.00	.00	355,736.76	355,736.76	.0
01-18-56500	SUBSCRIPTIONS	.00	13,342.38	40,000.00	26,657.62	33.4
01-18-60100	OFFICE/COMPUTER SUPPLIES	.00	93.98	3,000.00	2,906.02	3.1
01-18-61100	COMPUTER SOFTWARE	.00	37,332.70	228,213.03	190,880.33	16.4
01-18-80100	COMPUTERS	.00	688.37	.00	(688.37)	.0
	TOTAL MANAGEMENT INFORMATION	15,833.32	102,024.07	721,949.79	619,925.72	14.1
	CENTRAL SERVICES					
01-19-55400	TELEPHONE	751.24	306,725.38	350,000.00	43,274.62	87.6
01-19-58000	HEALTH INSURANCE	(429,531.90)	389,117.07	540,000.00	150,882.93	72.1
	TOTAL CENTRAL SERVICES	(428,780.66)	695,842.45	890,000.00	194,157.55	78.2

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PRESIDENT & TRUSTEES					
01-20-40100	REGULAR SALARIES	17,296.20	74,950.19	153,400.00	78,449.81	48.9
01-20-40310	SICK BUY BACK	.00	.00	1,620.00	1,620.00	.0
01-20-40400	FICA TAXES	1,320.36	5,722.49	6,816.15	1,093.66	84.0
01-20-40410	I.M.R.F.	84.93	368.03	4,009.50	3,641.47	9.2
01-20-40415	HEALTH/VISION/LIFE INSURANCE	206.97	827.88	1,669.84	841.96	49.6
01-20-51300	VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
01-20-52400	CONTRACTUAL/PROF SERVICES	.00	237.75	2,500.00	2,262.25	9.5
01-20-55100	POSTAGE	.00	.00	500.00	500.00	.0
01-20-55410	CELLULAR PHONE	.00	760.95	7,000.00	6,239.05	10.9
01-20-55500	PRINTING	.00	.00	500.00	500.00	.0
01-20-56100	MEMBERSHIP & DUES	.00	30,290.15	30,000.00	(290.15)	101.0
01-20-56300	TRAINING/SEMINARS	108.00	9,693.32	36,500.00	26,806.68	26.6
01-20-60100	OFFICE/COMPUTER SUPPLIES	.00	.00	5,000.00	5,000.00	.0
01-20-61700	MISCELLANEOUS	1,086.81	2,459.87	7,000.00	4,540.13	35.1
01-20-61715	TREASURER KUPTZ	.00	.00	2,200.00	2,200.00	.0
01-20-67913	COMMUNITY ENGAGEMENT	2,132.61	2,132.61	8,000.00	5,867.39	26.7
01-20-71000	LEASE PAYMENTS	778.80	4,641.37	9,344.23	4,702.86	49.7
01-20-87100	INTEREST EXPENSE	105.57	664.85	1,268.21	603.36	52.4
	TOTAL PRESIDENT & TRUSTEES	23,120.25	132,749.46	278,327.93	145,578.47	47.7
	SPECIAL EVENT REVENUE					
01-21-67900	MAYWOOD FEST EXPENSES	.00	57,281.10	25,000.00	(32,281.10)	229.1
01-21-67906	HISTORIC PRESERVATION COMM	.00	450.00	10,000.00	9,550.00	4.5
01-21-67907	PLAN COMM/ZONING BOARD APPEAL	.00	.00	5,000.00	5,000.00	.0
01-21-67913	VILLAGE SPONSORSHIPS	.00	1,859.00	22,000.00	20,141.00	8.5
	TOTAL SPECIAL EVENT REVENUE	.00	59,590.10	62,000.00	2,409.90	96.1

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CODE ENFORCEMENT					
01-23-40100	STRAIGHT TIME	48,987.72	247,339.86	579,717.61	332,377.75	42.7
01-23-40200	ALL OVERTIME	1,256.13	3,895.76	5,000.00	1,104.24	77.9
01-23-40310	SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
01-23-40400	FICA TAXES	3,670.59	18,356.83	44,348.40	25,991.57	41.4
01-23-40410	I.M.R.F.	432.09	2,068.48	26,087.29	24,018.81	7.9
01-23-40415	HEALTH/VISION/LIFE INSURANCE	12,820.32	63,907.40	122,849.00	58,941.60	52.0
01-23-40500	UNIFORM ALLOWANCE	1,875.00	4,500.00	6,750.00	2,250.00	66.7
01-23-51200	MAINTENANCE EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
01-23-51300	MAINTENANCE VEHICLE	4,023.90	4,108.90	6,000.00	1,891.10	68.5
01-23-51800	ELEVATOR INSPECTOR	.00	1,132.00	7,000.00	5,868.00	16.2
01-23-52400	CONTRACTUAL/PROF SERVICES	14,747.25	95,006.29	207,600.00	112,593.71	45.8
01-23-52500	BOARD UP SERVICES	.00	.00	10,000.00	10,000.00	.0
01-23-54500	EQUIPMENT RENTAL/LEASE	206.36	2,426.10	10,000.00	7,573.90	24.3
01-23-55100	POSTAGE	.00	121.08	1,000.00	878.92	12.1
01-23-55410	CELLULAR PHONE	.00	79.96	1,000.00	920.04	8.0
01-23-55500	PRINTING	.00	1,595.00	5,000.00	3,405.00	31.9
01-23-56100	MEMBERSHIP & DUES	.00	145.00	1,000.00	855.00	14.5
01-23-56300	TRAINING/SEMINARS	90.16	231.04	5,000.00	4,768.96	4.6
01-23-56600	REFERENCE MATERIAL	.00	.00	3,000.00	3,000.00	.0
01-23-60100	OFFICE SUPPLIES	20.00	605.97	5,000.00	4,394.03	12.1
01-23-60200	ANIMAL CONTROL SUPPLIES	.00	.00	1,500.00	1,500.00	.0
01-23-60300	ANIMAL CONTROL IMPOUND	.00	13,688.00	30,000.00	16,312.00	45.6
01-23-61500	UNIFORMS	.00	310.65	.00	(310.65)	.0
01-23-61700	MISCELLANEOUS	.00	82.46	1,500.00	1,417.54	5.5
01-23-62610	GAS	.00	3,002.55	5,000.00	1,997.45	60.1
01-23-71000	LEASE PAYMENTS	.00	.00	6,729.00	6,729.00	.0
01-23-87000	CAPITAL EQUIPMENT&FURNISHINGS	.00	.00	127,700.00	127,700.00	.0
01-23-87002	TREE REPLACEMENT PROGRAM	.00	.00	25,000.00	25,000.00	.0
	TOTAL CODE ENFORCEMENT	88,129.52	462,603.33	1,248,281.30	785,677.97	37.1

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE					
01-40-40100	SALARY-REGULAR	554,200.90	2,465,274.28	5,734,811.43	3,269,537.15	43.0
01-40-40200	ALL OVERTIME	45,220.48	351,923.07	400,000.00	48,076.93	88.0
01-40-40310	SICK BUY BACK	.00	.00	25,000.00	25,000.00	.0
01-40-40311	COURT TIME	1,128.98	2,137.21	.00	(2,137.21)	.0
01-40-40400	FICA TAXES	15,038.10	71,667.91	138,304.85	66,636.94	51.8
01-40-40410	I.M.R.F.	844.81	4,230.82	38,274.25	34,043.43	11.1
01-40-40415	HEALTH/VISION/LIFE INSURANCE	143,111.39	558,173.73	1,353,403.93	795,230.20	41.2
01-40-40500	UNIFORM ALLOWANCE	14,300.00	29,350.00	60,000.00	30,650.00	48.9
01-40-40550	POLICE PENSION EXPENSE	.00	.00	4,837,056.00	4,837,056.00	.0
01-40-51100	MAINTENANCE BUILDINGS	.00	2,339.73	80,000.00	77,660.27	2.9
01-40-51200	MAINTENANCE EQUIPMENT	29.41	2,217.75	20,000.00	17,782.25	11.1
01-40-51300	MAINTENANCE VEHICLE	465.00	32,562.95	70,000.00	37,437.05	46.5
01-40-52400	CONTRACTUAL/PROF SERVICES	18,152.59	135,387.98	100,000.00	(35,387.98)	135.4
01-40-54500	EQUIPMENT RENTAL/LEASE	.00	6,861.03	22,268.00	15,406.97	30.8
01-40-55100	POSTAGE	.00	72.74	15,000.00	14,927.26	.5
01-40-55410	CELLULAR PHONE	.00	1,137.77	15,000.00	13,862.23	7.6
01-40-55500	PRINTING	.00	3,746.00	9,000.00	5,254.00	41.6
01-40-56100	MEMBERSHIP & DUES	.00	753.00	30,516.00	29,763.00	2.5
01-40-56300	TRAINING	1,000.00	8,677.42	36,818.80	28,141.38	23.6
01-40-56500	EDUCATION REIMBURSEMENT	.00	.00	20,000.00	20,000.00	.0
01-40-56600	REFERENCE MATERIAL	.00	45.21	500.00	454.79	9.0
01-40-60100	OFFICE SUPPLIES	478.21	6,544.20	15,000.00	8,455.80	43.6
01-40-60400	PROGRAM SUPPLIES	.00	5,523.45	9,000.00	3,476.55	61.4
01-40-61000	FOOD	.00	201.49	5,000.00	4,798.51	4.0
01-40-61500	UNIFORMS	.00	2,055.60	5,000.00	2,944.40	41.1
01-40-61700	MISC - SEIZURE EXPENSES	.00	.00	5,000.00	5,000.00	.0
01-40-62000	EXPLORER POST	.00	.00	2,500.00	2,500.00	.0
01-40-62610	REGULAR GAS	.00	31,489.80	60,000.00	28,510.20	52.5
01-40-71000	LEASE PAYMENTS	.00	.00	65,100.00	65,100.00	.0
01-40-87000	CAPITAL OUTLAY-OVER $5,000	.00	41,996.70	191,387.58	149,390.88	21.9
01-40-87100	INTEREST EXPENSE	.00	.00	2,469.50	2,469.50	.0
01-40-88000	HOMELAND SECURITY	2,400.40	13,572.11	25,000.00	11,427.89	54.3
	TOTAL POLICE	796,370.27	3,777,941.95	13,391,410.34	9,613,468.39	28.2

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE					
01-41-40100	SALARY-REGULAR	427,578.24	1,900,380.07	3,961,245.00	2,060,864.93	48.0
01-41-40200	ALL OVERTIME	87,612.05	372,692.98	250,000.00	(122,692.98)	149.1
01-41-40310	SICK BUY BACK	.00	.00	75,000.00	75,000.00	.0
01-41-40320	EMT PAY	3,250.00	14,160.00	33,000.00	18,840.00	42.9
01-41-40400	FICA TAXES	7,990.25	35,349.14	64,487.43	29,138.29	54.8
01-41-40410	I.M.R.F.	110.07	476.97	5,116.48	4,639.51	9.3
01-41-40415	HEALTH/VISION/LIFE INSURANCE	105,359.28	428,806.58	983,132.45	554,325.87	43.6
01-41-40450	EMPLOYEE PHYSICALS	.00	10,454.00	15,000.00	4,546.00	69.7
01-41-40500	UNIFORM ALLOWANCE	750.00	2,195.30	1,500.00	(695.30)	146.4
01-41-40550	FIRE PENSION EXPENSE	.00	.00	3,600,745.00	3,600,745.00	.0
01-41-51100	MAINTENANCE BUILDINGS	7,000.00	18,828.03	50,000.00	31,171.97	37.7
01-41-51200	MAINTENANCE EQUIPMENT	.00	7,242.31	7,500.00	257.69	96.6
01-41-51300	MAINTENANCE VEHICLE	8,401.86	38,019.88	85,000.00	46,980.12	44.7
01-41-52400	CONTRACTUAL/PROF SERVICES	3,970.00	9,905.00	20,000.00	10,095.00	49.5
01-41-54500	EQUIPMENT RENTAL/LEASE	.00	676.49	3,000.00	2,323.51	22.6
01-41-55100	POSTAGE	.00	12.19	500.00	487.81	2.4
01-41-55400	TELEPHONE	.00	6,194.22	.00	(6,194.22)	.0
01-41-55410	CELLULAR PHONE	.00	165.56	2,000.00	1,834.44	8.3
01-41-55500	PRINTING	.00	.00	2,000.00	2,000.00	.0
01-41-56100	MEMBERSHIP & DUES	75.00	5,115.00	12,450.00	7,335.00	41.1
01-41-56300	TRAINING/SEMINARS	175.00	16,408.92	40,000.00	23,591.08	41.0
01-41-60100	OFFICE SUPPLIES	108.08	454.44	2,000.00	1,545.56	22.7
01-41-60300	JANITORIAL SUPPLIES	33.75	1,179.61	3,000.00	1,820.39	39.3
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	30,161.00	33,433.63	21,500.00	(11,933.63)	155.5
01-41-61700	MISCELLANEOUS	.00	.00	5,000.00	5,000.00	.0
01-41-62600	FUEL	.00	14,988.16	30,000.00	15,011.84	50.0
01-41-63000	MEDICAL SUPPLIES	3,849.51	17,266.55	35,000.00	17,733.45	49.3
01-41-63200	RADIO MAINTENANCE	113.00	475.00	20,000.00	19,525.00	2.4
01-41-71000	LEASE PAYMENTS	.00	112,405.66	168,345.66	55,940.00	66.8
01-41-87000	CAPITAL OUTLAY-OVER $5,000	.00	11,665.70	402,619.39	390,953.69	2.9
01-41-87100	INTEREST EXPENSE	.00	3,250.56	15,000.00	11,749.44	21.7
	TOTAL FIRE	686,537.09	3,062,201.95	9,927,641.41	6,865,439.46	30.9
	POLICE & FIRE COMMISSION					
01-42-52400	CONTRACTUAL/PROF SERVICES	1,600.00	27,999.61	78,800.00	50,800.39	35.5
01-42-53300	COMMISSIONERS	800.00	8,050.00	19,200.00	11,150.00	41.9
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	3,010.00	3,861.58	5,000.00	1,138.42	77.2
01-42-60100	OFFICE SUPPLIES	.00	140.00	800.00	660.00	17.5
	TOTAL POLICE & FIRE COMMISSION	5,410.00	40,051.19	105,100.00	65,048.81	38.1

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS					
01-50-40100	STRAIGHT TIME	56,306.15	223,009.46	379,254.00	156,244.54	58.8
01-50-40200	ALL OVERTIME	.00	.00	18,000.00	18,000.00	.0
01-50-40310	SICK BUY BACK	.00	.00	5,000.00	5,000.00	.0
01-50-40400	FICA TAXES	4,060.95	16,073.28	33,270.72	17,197.44	48.3
01-50-40410	I.M.R.F.	483.84	1,916.18	19,136.10	17,219.92	10.0
01-50-40415	HEALTH/VISION/LIFE INSURANCE	19,417.38	73,426.38	150,314.66	76,888.28	48.9
01-50-40500	UNIFORM ALLOWANCE	.00	.00	4,200.00	4,200.00	.0
01-50-51100	MAINTENANCE BUILDINGS	3,469.00	8,522.75	50,000.00	41,477.25	17.1
01-50-51200	MAINTENANCE EQUIPMENT	.00	33,397.47	45,000.00	11,602.53	74.2
01-50-51300	MAINTENANCE VEHICLE	2,855.22	29,711.19	100,000.00	70,288.81	29.7
01-50-52100	MAINTENANCE ELECTRICAL	67,249.23	77,654.23	107,500.00	29,845.77	72.2
01-50-52400	CONTRACTUAL/PROF SERVICES	60,037.40	699,410.38	853,538.32	154,127.94	81.9
01-50-54500	EQUIPMENT RENTAL	.00	662.54	25,000.00	24,337.46	2.7
01-50-55100	POSTAGE	.00	.00	250.00	250.00	.0
01-50-55400	TELEPHONE	.00	239.70	.00	(239.70)	.0
01-50-55410	CELLULAR PHONE	.00	857.97	1,000.00	142.03	85.8
01-50-55500	PRINTING	.00	.00	150.00	150.00	.0
01-50-56100	MEMBERSHIP & DUES	.00	125.00	4,000.00	3,875.00	3.1
01-50-56300	TRAINING/SEMINARS	.00	.00	8,000.00	8,000.00	.0
01-50-60100	OFFICE SUPPLIES	.00	291.75	1,600.00	1,308.25	18.2
01-50-60300	JANITORIAL SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-50-60600	OTHER SUPPLIES	600.00	7,454.11	17,000.00	9,545.89	43.9
01-50-61500	UNIFORMS	8,725.56	13,417.42	7,220.20	(6,197.22)	185.8
01-50-61700	MISCELLANEOUS	.00	.00	2,500.00	2,500.00	.0
01-50-62200	MAINTENANCE SUPPLIES	.00	14,179.78	20,000.00	5,820.22	70.9
01-50-62610	GASOLINE	.00	27,463.12	60,000.00	32,536.88	45.8
01-50-62650	ELECTRIC	.00	31.02	4,000.00	3,968.98	.8
01-50-62670	HEAT	.00	546.52	9,000.00	8,453.48	6.1
01-50-71000	LEASE PAYMENTS	2,241.50	34,582.51	117,784.70	83,202.19	29.4
01-50-87000	CAPITAL EQUIPMENT&FURNISHINGS	.00	.00	129,811.00	129,811.00	.0
01-50-87100	INTEREST EXPENSE	124.50	2,314.20	4,107.17	1,792.97	56.4
	TOTAL PUBLIC WORKS	225,570.73	1,265,286.96	2,186,636.87	921,349.91	57.9

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LAND & BUILDINGS					
01-53-40100	STRAIGHT ITME	31,224.62	147,586.95	280,527.00	132,940.05	52.6
01-53-40200	ALL OVERTIME	.00	.00	20,000.00	20,000.00	.0
01-53-40310	SICK BUY BACK	.00	.00	3,700.00	3,700.00	.0
01-53-40400	FICA TAXES	2,267.62	10,749.58	21,460.31	10,710.73	50.1
01-53-40410	I.M.R.F.	268.52	1,269.22	12,623.71	11,354.49	10.1
01-53-40415	HEALTH/VISION/LIFE INSURANCE	8,423.74	39,515.05	86,520.00	47,004.95	45.7
01-53-40500	UNIFORM ALLOWANCE	.00	.00	3,000.00	3,000.00	.0
01-53-51200	MAINTENANCE EQUIPMENT	.00	3,519.86	18,000.00	14,480.14	19.6
01-53-51300	MAINTENANCE VEHICLE	.00	2,224.50	5,000.00	2,775.50	44.5
01-53-52400	CONTRACTUAL SERVICES	7,500.00	55,047.50	90,000.00	34,952.50	61.2
01-53-54500	EQUIPMENT RENTAL	.00	.00	3,500.00	3,500.00	.0
01-53-55300	CELLULAR PHONES	.00	17.94	300.00	282.06	6.0
01-53-60300	JANITORIAL SUPPLIES	.00	6,752.61	6,000.00	(752.61)	112.5
01-53-61500	UNIFORMS	504.96	2,903.52	6,564.48	3,660.96	44.2
01-53-62200	MAINTENANCE SUPPLIES	.00	150.80	13,000.00	12,849.20	1.2
01-53-87000	CAPITAL OUTLAY-OVER $5,000	.00	.00	22,000.00	22,000.00	.0
	TOTAL LAND & BUILDINGS	50,189.46	269,737.53	592,195.50	322,457.97	45.6
	COMMUNITY DEVELOPMENT					
01-54-40100	STRAIGHT TIME	10,347.11	41,731.10	117,351.18	75,620.08	35.6
01-54-40310	SICK BUY BACK	.00	.00	3,000.00	3,000.00	.0
01-54-40400	FICA TAXES	789.84	3,181.91	8,977.37	5,795.46	35.4
01-54-40410	I.M.R.F.	88.81	358.60	5,280.80	4,922.20	6.8
01-54-40415	HEALTH/VISION/LIFE INSURANCE	.00	568.44	31,237.68	30,669.24	1.8
01-54-51300	MAINTENANCE VEHICLE	.00	1,906.00	2,000.00	94.00	95.3
01-54-52400	CONTRACTUAL/ PROF SERVICES	.00	2,188.16	5,500.00	3,311.84	39.8
01-54-54500	EQUIPMENT RENTAL/LEASE	.00	.00	5,000.00	5,000.00	.0
01-54-55100	POSTAGE	.00	1.06	2,000.00	1,998.94	.1
01-54-55410	CELLULAR PHONE	.00	.00	1,500.00	1,500.00	.0
01-54-55500	PRINTING	.00	1,084.41	5,000.00	3,915.59	21.7
01-54-56100	MEMBERSHIP & DUES	.00	.00	2,000.00	2,000.00	.0
01-54-56300	TRAINING/SEMINARS	73.74	383.74	10,000.00	9,616.26	3.8
01-54-56600	REFERENCE MATERIAL	.00	.00	250.00	250.00	.0
01-54-60100	OFFICE/COMPUTER SUPPLIES	.00	686.31	7,500.00	6,813.69	9.2
01-54-61700	MISCELLANEOUS	.00	.00	500.00	500.00	.0
01-54-62610	GAS	.00	.00	750.00	750.00	.0
01-54-87000	CAPITAL EQUIPMENT	.00	584.00	10,000.00	9,416.00	5.8
01-54-87002	TREE REPLACEMENT PROGRAM	.00	3,350.00	.00	(3,350.00)	.0
	TOTAL COMMUNITY DEVELOPMENT	11,299.50	56,023.73	217,847.03	161,823.30	25.7

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	HUMAN RESOURCES					
01-56-40100	STRAIGHT TIME	18,676.97	84,717.46	160,671.52	75,954.06	52.7
01-56-40310	SICK BUY BACK	.00	.00	3,700.00	3,700.00	.0
01-56-40400	FICA TAXES	1,355.71	6,188.57	12,291.37	6,102.80	50.4
01-56-40410	I.M.R.F.	160.63	703.13	7,230.22	6,527.09	9.7
01-56-40415	HEALTH/VISION/LIFE INSURANCE	4,701.84	22,986.96	23,263.00	276.04	98.8
01-56-40550	UNEMPLOYMENT INSURANCE	.00	.00	10,000.00	10,000.00	.0
01-56-40900	EMPLOYEE SOCIAL	.00	2,921.74	25,000.00	22,078.26	11.7
01-56-52400	CONTRACTUAL/PROF SERVICES	4,885.00	18,282.11	55,500.00	37,217.89	32.9
01-56-53800	ADVERTISING	.00	1,612.00	2,500.00	888.00	64.5
01-56-55100	POSTAGE	.00	.00	150.00	150.00	.0
01-56-55200	COURIER SERVICES	.00	.00	100.00	100.00	.0
01-56-55410	CELLULAR PHONE	.00	.00	650.00	650.00	.0
01-56-55500	PRINTING	.00	140.00	500.00	360.00	28.0
01-56-56100	MEMBERSHIP & DUES	.00	229.00	600.00	371.00	38.2
01-56-56300	TRAINING/SEMINARS	75.00	325.00	5,000.00	4,675.00	6.5
01-56-56600	REFERENCE MATERIAL	.00	.00	1,350.00	1,350.00	.0
01-56-59100	LIABILITY INSURANCE	142,690.25	823,096.58	799,232.00	(23,864.58)	103.0
01-56-59400	FIDELITY BONDS	.00	297.50	2,000.00	1,702.50	14.9
01-56-59500	CLAIMS PAYMENT	41,341.36	1,027,697.99	1,000,000.00	(27,697.99)	102.8
01-56-59800	WORKER'S COMP INSURANCE	.00	.00	185,520.00	185,520.00	.0
01-56-60100	OFFICE SUPPLIES	.00	343.54	2,000.00	1,656.46	17.2
01-56-61700	MISC.	.00	.00	1,000.00	1,000.00	.0
	TOTAL HUMAN RESOURCES	213,886.76	1,989,541.58	2,298,258.11	308,716.53	86.6
	TRANSFERS FROM OTHER FUNDS					
01-99-99963	TRANSFER TO WORK CAP FUND	.00	.00	452,801.00	452,801.00	.0
	TOTAL TRANSFERS FROM OTHER FU	.00	.00	452,801.00	452,801.00	.0
	TOTAL FUND EXPENDITURES	1,834,963.10	12,820,934.24	34,078,649.88	21,257,715.64	37.6
	NET REVENUE OVER EXPENDITURES	(201,911.29)	(3,719,580.75)	.47	3,719,581.22	(79140

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

MOTOR FUEL TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MOTOR FUEL TAX					
12-10-30370	INTEREST INCOME	.00	.00	300.00	300.00	.0
12-10-30420	MOTOR FUEL TAX	84,018.93	408,814.98	607,000.00	198,185.02	67.4
12-10-30430	REBUILD ILLINOIS CAPITAL PLAN	.00	264,604.30	529,208.60	264,604.30	50.0
	TOTAL MOTOR FUEL TAX	84,018.93	673,419.28	1,136,508.60	463,089.32	59.3
	TOTAL FUND REVENUE	84,018.93	673,419.28	1,136,508.60	463,089.32	59.3

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

MOTOR FUEL TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MOTOR FUEL TAX					
12-10-40110	SALARY	16,561.11	73,610.80	197,913.00	124,302.20	37.2
12-10-40200	OVERTIME	.00	.00	7,500.00	7,500.00	.0
12-10-40310	SICK BUY BACK	.00	.00	5,000.00	5,000.00	.0
12-10-40400	FICA TAXES	1,175.49	5,265.53	10,472.00	5,206.47	50.3
12-10-40410	IMRF	142.42	633.04	6,160.00	5,526.96	10.3
12-10-40415	HEALTH/VISION/LIFE INSURANCE	6,371.86	26,685.13	38,324.45	11,639.32	69.6
12-10-80000	CAPITAL	.00	.00	521,140.00	521,140.00	.0
12-10-89013	GENERAL MAINTENANCE	3,370.25	72,202.82	350,000.00	277,797.18	20.6
	TOTAL MOTOR FUEL TAX	27,621.13	178,397.32	1,136,509.45	958,112.13	15.7
	TOTAL FUND EXPENDITURES	27,621.13	178,397.32	1,136,509.45	958,112.13	15.7
	NET REVENUE OVER EXPENDITURES	56,397.80	495,021.96	(.85)	(495,022.81)	58237

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

CONTINENTIAL COMMUNITY E911

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	E911					
14-10-30370	INTEREST	.03	.03	.00	(.03)	.0
	TOTAL E911	.03	.03	.00	(.03)	.0
	TOTAL FUND REVENUE	.03	.03	.00	(.03)	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

CONTINENTIAL COMMUNITY E911

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	E911					
14-10-92700	BANK FEES	10.00	10.00	.00	(10.00)	.0
	TOTAL E911	10.00	10.00	.00	(10.00)	.0
	TOTAL FUND EXPENDITURES	10.00	10.00	.00	(10.00)	.0
	NET REVENUE OVER EXPENDITURES	(9.97)	(9.97)	.00	9.97	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

RECREATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECREATION					
15-10-30520	PROPERTY TAX REVENUE	.00	.00	150,000.00	150,000.00	.0
15-10-30900	APPROPRIATION OF FUND BALANCE	.00	.00	320,000.00	320,000.00	.0
	TOTAL RECREATION	.00	.00	470,000.00	470,000.00	.0
	TOTAL FUND REVENUE	.00	.00	470,000.00	470,000.00	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

RECREATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
15-60-52400	CONTRACTUAL/PROF SERVICES	.00	9,916.28	425,000.00	415,083.72	2.3
15-60-54500	EQUIPMENT RENTAL/LEASE	.00	.00	3,500.00	3,500.00	.0
15-60-55400	TELEPHONE	.00	895.18	4,000.00	3,104.82	22.4
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	636.61	1,500.00	863.39	42.4
15-60-87000	CAPITAL OUTLAY-OVER $5,000	37,616.28	37,616.28	.00	(37,616.28)	.0
	TOTAL PARKS & RECREATION	37,616.28	49,064.35	470,000.00	420,935.65	10.4
	TOTAL FUND EXPENDITURES	37,616.28	49,064.35	470,000.00	420,935.65	10.4
	NET REVENUE OVER EXPENDITURES	(37,616.28)	(49,064.35)	.00	49,064.35	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

CDBG

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CDBG					
21-10-30900	21ST AVE CDBG IMPROVEMENT	.00	.00	309,000.00	309,000.00	.0
	TOTAL CDBG	.00	.00	309,000.00	309,000.00	.0
	TOTAL FUND REVENUE	.00	.00	309,000.00	309,000.00	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

CDBG

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CDBG					
21-10-87507	21ST AVE CDBG IMPROVEMENT	156,918.50	156,918.50	309,000.00	152,081.50	50.8
	TOTAL CDBG	156,918.50	156,918.50	309,000.00	152,081.50	50.8
	TOTAL FUND EXPENDITURES	156,918.50	156,918.50	309,000.00	152,081.50	50.8
	NET REVENUE OVER EXPENDITURES	(156,918.50)	(156,918.50)	.00	156,918.50	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

FEDERAL GRANTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FEDERAL GRANT FUNDS					
22-10-30300	COPS HIRING RECOVERY PROGRAM	.00	.00	166,666.67	166,666.67	.0
22-10-30700	AMERICAN RESCURE PLAN ACT	.00	1,575,724.16	1,574,098.00	(1,626.16)	100.1
	TOTAL FEDERAL GRANT FUNDS	.00	1,575,724.16	1,740,764.67	165,040.51	90.5
	TOTAL FUND REVENUE	.00	1,575,724.16	1,740,764.67	165,040.51	90.5

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

FEDERAL GRANTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COPS HIRING RECOVERY PROGRAM					
22-34-40100	SALARY- COPS HIRING GRANT	.00	.00	166,666.67	166,666.67	.0
	TOTAL COPS HIRING RECOVERY PRO	.00	.00	166,666.67	166,666.67	.0
22-36-52400	CONTRACTUAL /PROF SERVICES	8.00	48.00	.00	(48.00)	.0
	TOTAL DEPARTMENT 36	8.00	48.00	.00	(48.00)	.0
22-38-87000	GREEN ALLEY PROJECT	130,547.25	130,547.25	.00	(130,547.25)	.0
	TOTAL DEPARTMENT 38	130,547.25	130,547.25	.00	(130,547.25)	.0
22-39-20000	NEGATIVE ECONOMIC IMPACT	.00	.00	250,000.00	250,000.00	.0
22-39-30000	SERVICES TO IMPACTED COMM	.00	.00	250,000.00	250,000.00	.0
22-39-40000	PREMIUM PAY	.00	.00	100,000.00	100,000.00	.0
22-39-50000	INFRASTRUCTURE	.00	.00	774,098.00	774,098.00	.0
22-39-70000	ADMINISTRATIVE	.00	.00	200,000.00	200,000.00	.0
	TOTAL DEPARTMENT 39	.00	.00	1,574,098.00	1,574,098.00	.0
	TOTAL FUND EXPENDITURES	130,555.25	130,595.25	1,740,764.67	1,610,169.42	7.5
	NET REVENUE OVER EXPENDITURES	(130,555.25)	1,445,128.91	.00	(1,445,128.91)	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

2015 BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	2015 BOND FUND					
30-10-30370	INTEREST	.00	3,885.32	.00	(3,885.32)	.0
	TOTAL 2015 BOND FUND	.00	3,885.32	.00	(3,885.32)	.0
	TOTAL FUND REVENUE	.00	3,885.32	.00	(3,885.32)	.0
	NET REVENUE OVER EXPENDITURES	.00	3,885.32	.00	(3,885.32)	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

WATER, SEWER & GARBAGE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER COLLECTIONS					
41-55-30370	INTEREST	.00	.00	500.00	500.00	.0
41-55-30600	SALE OF WATER METERS	1,401.00	11,653.40	25,000.00	13,346.60	46.6
41-55-30700	WATER DEPOSITS	(925.00)	(5,300.00)	.00	5,300.00	.0
41-55-30710	WATER SALES	524,212.62	3,300,232.54	7,394,458.00	4,094,225.46	44.6
41-55-30711	PENALTIES	29,160.30	167,896.69	350,000.00	182,103.31	48.0
41-55-30712	WRITE OFF/ADJUSTMENTS	.00	365.86	.00	(365.86)	.0
41-55-30716	TURNING WATER BACK ON	3,025.00	19,175.00	50,000.00	30,825.00	38.4
41-55-30750	SEWER REVENUE	24,585.73	154,522.57	324,000.00	169,477.43	47.7
41-55-30800	GARBAGE REVENUE	151,452.09	909,944.99	1,887,647.00	977,702.01	48.2
41-55-30900	REIMBURSEMENTS TO WATER FUND	(5.82)	(5.82)	.00	5.82	.0
	TOTAL WATER COLLECTIONS	732,905.92	4,558,485.23	10,031,605.00	5,473,119.77	45.4
	TOTAL FUND REVENUE	732,905.92	4,558,485.23	10,031,605.00	5,473,119.77	45.4

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

WATER, SEWER & GARBAGE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUMP STATION OPERATIONS					
41-51-40100	STRAIGHT TIME	9,134.40	39,582.40	81,143.92	41,561.52	48.8
41-51-40200	ALL OVERTIME	.00	.00	1,500.00	1,500.00	.0
41-51-40310	SICK BUY BACK	.00	.00	1,850.00	1,850.00	.0
41-51-40400	FICA TAXES	651.00	2,836.93	6,252.00	3,415.07	45.4
41-51-40410	I.M.R.F.	78.57	340.47	3,677.00	3,336.53	9.3
41-51-40415	HEALTH/VISION/LIFE INSURANCE	3,540.03	14,160.12	28,800.00	14,639.88	49.2
41-51-40500	UNIFORM ALLOWANCE	.00	.00	600.00	600.00	.0
41-51-51100	MAINTENANCE BUILDINGS	.00	.00	16,000.00	16,000.00	.0
41-51-51200	MAINTENANCE EQUIPMENT	.00	2,400.00	25,000.00	22,600.00	9.6
41-51-51300	MAINTENANCE VEHICLE	.00	3,491.75	.00	(3,491.75)	.0
41-51-52400	CONTRACTUAL/PROF SERVICES	.00	2,976.75	12,500.00	9,523.25	23.8
41-51-55300	CELLULAR PHONE	.00	28.56	540.12	511.56	5.3
41-51-55400	TELEPHONE	.00	127.52	.00	(127.52)	.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	451.36	814.07	992.68	178.61	82.0
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	.00	1,026.68	2,400.00	1,373.32	42.8
	TOTAL PUMP STATION OPERATIONS	13,855.36	67,785.25	188,955.72	121,170.47	35.9
	WATER & SEWER MAINTENANCE					
41-52-40100	STRAIGHT TIME	40,904.41	177,252.44	398,808.67	221,556.23	44.5
41-52-40200	ALL OVERTIME	8,828.91	27,536.10	35,000.00	7,463.90	78.7
41-52-40310	SICK BUY BACK	.00	.00	5,200.00	5,200.00	.0
41-52-40400	FICA TAXES	3,605.48	14,869.80	27,381.00	12,511.20	54.3
41-52-40410	I.M.R.F.	427.70	1,761.15	16,106.00	14,344.85	10.9
41-52-40415	HEALTH/VISION/LIFE INSURANCE	14,280.77	58,536.92	119,592.00	61,055.08	49.0
41-52-40500	UNIFORM ALLOWANCE	.00	.00	2,400.00	2,400.00	.0
41-52-51200	MAINTENANCE EQUIPMENT	.00	270.00	10,000.00	9,730.00	2.7
41-52-51300	MAINTENANCE VEHICLE	.00	18,479.74	35,000.00	16,520.26	52.8
41-52-52400	CONTRACTUAL/PROF SERVICES	.00	24,405.79	1,642,000.00	1,617,594.21	1.5
41-52-53400	WATER & SEWER REPAIRS	10,500.00	371,957.00	390,000.00	18,043.00	95.4
41-52-54500	EQUIPMENT RENTAL	2,348.00	2,348.00	15,000.00	12,652.00	15.7
41-52-55300	CELLULAR PHONE	.00	39.98	750.00	710.02	5.3
41-52-56300	TRAINING / SEMINARS	.00	.00	8,000.00	8,000.00	.0
41-52-60600	CAPITAL OUTLAY-UNDER $5,000	.00	40,318.02	85,000.00	44,681.98	47.4
41-52-61500	UNIFORMS	1,040.00	3,130.00	5,720.00	2,590.00	54.7
41-52-62200	MAINTENANCE SUPPLIES	.00	5,690.14	15,000.00	9,309.86	37.9
41-52-62610	GASOLINE	.00	.00	5,000.00	5,000.00	.0
41-52-71000	LEASE PAYMENTS	.00	.00	8,091.27	8,091.27	.0
41-52-87000	CAPITAL OUTLAY-OVER $5,000	3,500.00	20,139.92	29,383.00	9,243.08	68.5
41-52-87001	FLOOD CONTROL ASSISTANCE	5,250.00	22,550.00	50,000.00	27,450.00	45.1
	TOTAL WATER & SEWER MAINTENAN	90,685.27	789,285.00	2,903,431.94	2,114,146.94	27.2

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

WATER, SEWER & GARBAGE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER COLLECTIONS					
41-55-40100	STRAIGHT TIME	26,297.10	110,778.16	302,457.93	191,679.77	36.6
41-55-40200	ALL OVERTIME	136.37	289.46	2,500.00	2,210.54	11.6
41-55-40310	SICK BUY BACK	.00	.00	2,500.00	2,500.00	.0
41-55-40400	FICA TAXES	1,901.88	8,014.90	23,132.00	15,117.10	34.7
41-55-40410	I.M.R.F.	227.01	953.82	13,607.00	12,653.18	7.0
41-55-40415	HEALTH/VISION/LIFE INSURANCE	8,393.04	33,182.99	96,000.00	62,817.01	34.6
41-55-52400	CONTRACTUAL/PROF SERVICES	11,197.42	100,538.39	350,000.00	249,461.61	28.7
41-55-54500	EQUIPMENT RENTAL/LEASE	.00	.00	1,500.00	1,500.00	.0
41-55-55100	POSTAGE	.00	1.06	10,000.00	9,998.94	.0
41-55-55500	PRINTING	.00	.00	2,500.00	2,500.00	.0
41-55-56300	TRAINING/SEMINARS	.00	207.00	10,000.00	9,793.00	2.1
41-55-57300	WATER PURCHASES	.00	1,110,522.43	3,500,000.00	2,389,477.57	31.7
41-55-57301	VOLUME CHARGE - MELROSE PARK	.00	195,795.19	660,000.00	464,204.81	29.7
41-55-57400	GARBAGE EXPENSE	.00	735,350.76	1,738,740.00	1,003,389.24	42.3
41-55-57510	DEPRECIATION EXPENSE	.00	.00	133,780.00	133,780.00	.0
41-55-57600	LIEN FILING FEES	.00	.00	5,000.00	5,000.00	.0
41-55-57665	REFUND WATER DEPOSITS	100.00	329.30	5,000.00	4,670.70	6.6
41-55-60100	OFFICE SUPPLIES	33.69	358.97	5,000.00	4,641.03	7.2
41-55-61500	UNIFORMS	1,500.00	3,000.00	3,750.00	750.00	80.0
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	.00	250.00	250.00	.0
	TOTAL WATER COLLECTIONS	49,786.51	2,299,322.43	6,939,216.93	4,639,894.50	33.1
	TOTAL FUND EXPENDITURES	154,327.14	3,156,392.68	10,031,604.59	6,875,211.91	31.5
	NET REVENUE OVER EXPENDITURES	578,578.78	1,402,092.55	.41	(1,402,092.14)	34197

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

ST CHARLES TIF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TIF ADMINISTRATION					
71-33-30370	INTEREST	133.42	438.37	.00	(438.37)	.0
	TOTAL TIF ADMINISTRATION	133.42	438.37	.00	(438.37)	.0
	TOTAL FUND REVENUE	133.42	438.37	.00	(438.37)	.0
	NET REVENUE OVER EXPENDITURES	133.42	438.37	.00	(438.37)	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

MADISON AVE TIF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TIF ADMINISTRATION					
72-33-30370	INTEREST	.00	.00	1,000.00	1,000.00	.0
72-33-30620	MADISON AVE TIF	.00	328,507.21	3,100,000.00	2,771,492.79	10.6
72-33-30900	APPROPRIATION OF FUND BALANCE	.00	.00	500,000.00	500,000.00	.0
	TOTAL TIF ADMINISTRATION	.00	328,507.21	3,601,000.00	3,272,492.79	9.1
	TOTAL FUND REVENUE	.00	328,507.21	3,601,000.00	3,272,492.79	9.1

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

MADISON AVE TIF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TIF ADMINISTRATION					
72-33-40100	REGULAR SALARIES	9,833.84	45,881.22	133,858.23	87,977.01	34.3
72-33-40310	SICK BUY BACK	.00	.00	2,400.00	2,400.00	.0
72-33-40400	FICA TAXES	733.99	3,434.66	10,240.15	6,805.49	33.5
72-33-40410	IMRF	84.42	394.19	6,023.62	5,629.43	6.5
72-33-40415	HEALTH/VISION/LIFE INSURANCE	1,248.27	5,277.27	30,674.00	25,396.73	17.2
72-33-52400	CONTRACTUAL/PROF SERVICES	583,659.60	1,061,157.24	317,880.00	(743,277.24)	333.8
72-33-53400	PROFESSIONAL SERVICES	.00	628.25	.00	(628.25)	.0
72-33-80000	CAPITAL PROJECTS	.00	.00	125,924.00	125,924.00	.0
72-33-82000	PUBLIC IMPROVEMENTS	.00	.00	2,674,000.00	2,674,000.00	.0
72-33-87000	BUSINESS IMPROVEMENT PROGRAM	.00	.00	200,000.00	200,000.00	.0
72-33-88000	CURB APPEAL PILOT PROGRAM	.00	.00	100,000.00	100,000.00	.0
	TOTAL TIF ADMINISTRATION	595,560.12	1,116,772.83	3,601,000.00	2,484,227.17	31.0
	TOTAL FUND EXPENDITURES	595,560.12	1,116,772.83	3,601,000.00	2,484,227.17	31.0
	NET REVENUE OVER EXPENDITURES	(595,560.12)	(788,265.62)	.00	788,265.62	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

ROOSEVELT ROAD TIF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TIF ADMINISTRATION					
73-33-30620	ROOSEVELT TIF	.00	89,766.68	400,000.00	310,233.32	22.4
73-33-30900	APPROPRIATION OF FUND BALANC	.00	.00	50,000.00	50,000.00	.0
	TOTAL TIF ADMINISTRATION	.00	89,766.68	450,000.00	360,233.32	20.0
	TOTAL FUND REVENUE	.00	89,766.68	450,000.00	360,233.32	20.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

ROOSEVELT ROAD TIF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TIF ADMINISTRATION					
73-33-40100	STRAIGHT TIME	6,620.84	31,958.22	69,621.60	37,663.38	45.9
73-33-40310	SICK BUY BACK	.00	.00	1,200.00	1,200.00	.0
73-33-40400	FICA	500.26	2,417.85	5,326.05	2,908.20	45.4
73-33-40410	IMRF	56.73	274.22	3,132.97	2,858.75	8.8
73-33-40415	HEALTH/VISION/LIFE INSURANCE	353.91	1,699.86	16,545.00	14,845.14	10.3
73-33-52400	CONTRACTUAL/PROF SERVICES	.00	4,787.50	154,174.00	149,386.50	3.1
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
73-33-88000	CURB APPEAL PILOT PROGRAM	.00	.00	50,000.00	50,000.00	.0
	TOTAL TIF ADMINISTRATION	7,531.74	41,137.65	449,999.62	408,861.97	9.1
	TOTAL FUND EXPENDITURES	7,531.74	41,137.65	449,999.62	408,861.97	9.1
	NET REVENUE OVER EXPENDITURES	(7,531.74)	48,629.03	.38	(48,628.65)	12797

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
77-33-30450	STRONG COMMUNITY PROGRAM GR	.00	.00	111,737.50	111,737.50	.0
	TOTAL DEPARTMENT 33	.00	.00	111,737.50	111,737.50	.0
	TOTAL FUND REVENUE	.00	.00	111,737.50	111,737.50	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2022

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
77-33-52400	CONTRACTUAL/PROF SERVICES	.00	.00	20,000.00	20,000.00	.0
77-33-52500	BOARD UP SERVICES	.00	.00	15,000.00	15,000.00	.0
77-33-68000	DEMO OF STRUCTURES	.00	.00	76,738.00	76,738.00	.0
	TOTAL DEPARTMENT 33	.00	.00	111,738.00	111,738.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	111,738.00	111,738.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	(.50)	(.50)	.0

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
0	CITY OF CHICAGO-	ACCT #432533-432533 7/29-8/19	WATER COLLECTIONS	2,823.17
0	CITY OF CHICAGO-	ACCT #432533-432533 8/19-10/19/22	WATER COLLECTIONS	303,972.36
0	CITY OF CHICAGO-	ACCT #432532-432532 8/19-10/19	WATER COLLECTIONS	293,089.63
0	ILLINOIS SECTION AWWA	ONLINE COURSE CONTROL VALVES	PUBLIC WORKS	80.00
0	ILLINOIS SECTION AWWA	ONLINE COURSE WATER STORAGE TANKS	PUBLIC WORKS	60.00
0	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE *CODE	CODE ENFORCEMENT	499.48
0	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE *CODE	CODE ENFORCEMENT	249.74
0	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE *FINANCE	FINANCE	499.48
0	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE *CODE	CODE ENFORCEMENT	749.22
0	COOK COUNTY BUREAU OF INFO.	COOK COUNTY HEALTH INSPECTIONS 7/2	CODE ENFORCEMENT	3,300.00
0	THOMPSON ELEVATOR INSPECTION	MULTIPLE ELEVATOR INSPECTIONS	CODE ENFORCEMENT	516.00
0	THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTION - 316 RANDOLPH	CODE ENFORCEMENT	100.00
0	ASSOCIATED TECHNICAL SERVICE	LEAK DETECTION SERVICES @ 1200 GRE	WATER & SEWER MAINTENANCE	840.00
0	ASSOCIATED TECHNICAL SERVICE	LEAK DETECTION SERVICES (VARIOUS)	WATER & SEWER MAINTENANCE	840.00
0	FORT DEARBORN	AERIAL KITS, HARNESS LANYARD & HARD	PUBLIC WORKS	769.25
0	FORT DEARBORN	SHOVELS FOR LEAF REMOVAL	PUBLIC WORKS	337.54
0	STAPLES ADVANTAGE	POL-OFFICE SUPPLIES	POLICE	58.17
0	STAPLES ADVANTAGE	POLICE-OFFICE SUPPLIES	POLICE	102.30
0	STAPLES ADVANTAGE	POL-OFFICE SUPPLIES	POLICE	162.02
0	STAPLES ADVANTAGE	POL-OFFICE SUPPLIES	POLICE	282.61
0	STAPLES ADVANTAGE	POL-OFFICE SUPPLIES	POLICE	949.10
0	COMED #6080392012	ELECTRIC SERVICE 100 S. 1ST 8/12/22-9/13	MOTOR FUEL TAX	109.41
0	KOPY KAT	REV WEBBER BUS. CARDS	POLICE	55.00
0	KOPY KAT	WINDOW ENVELOPES	POLICE	1,500.00
0	MAYWOOD EXPRESS	PRISONER MEAL FOR JULY 2022	POLICE	262.50
0	MAYWOOD EXPRESS	PRISONER MEAL FOR JUN 2022	POLICE	3.50
0	MAYWOOD EXPRESS	PRISONER MEAL FOR AUG 2022	POLICE	143.50
0	MAYWOOD EXPRESS	PRISONER MEAL FOR SEPT 2022	POLICE	294.00
0	MAYWOOD EXPRESS	PRISONER MEAL FOR OCT 2022	POLICE	172.50
0	WINKLER TREE SERVICE	STORM DAMAGE TREE MAINTENANCE	PUBLIC WORKS	22,932.90
0	WINKLER TREE SERVICE	TREE TRIMMING 701 S 7TH & 1612 S 17TH	PUBLIC WORKS	1,000.00
0	WINKLER TREE SERVICE	433 S 14TH REMOVAL OF 2 PARKWAY TRE	PUBLIC WORKS	2,696.00
0	WINKLER TREE SERVICE	TREE MAINTENANCE	PUBLIC WORKS	16,074.00
0	WINKLER TREE SERVICE	STUMP REMOVAL 817 N 3RD	PUBLIC WORKS	616.00
0	WINKLER TREE SERVICE	TREE TRIMMING (VARIOUS)	PUBLIC WORKS	4,550.00
0	WINKLER TREE SERVICE	TREE MAINTENANCE (VARIOUS)	PUBLIC WORKS	2,880.00
0	WINKLER TREE SERVICE	TREE TRIMMING (VARIOUS)	PUBLIC WORKS	2,880.00
0	WINKLER TREE SERVICE	TREE REMOVAL 2024 S 8TH	PUBLIC WORKS	900.00
0	WINKLER TREE SERVICE	TREE REMOVAL 817 N 3RD	PUBLIC WORKS	2,000.00
0	WINKLER TREE SERVICE	TREE TRIMMING 1936 S 17TH & 1307 S 9TH	PUBLIC WORKS	650.00
0	COMED #0511089044	CONTROLLER 1600 MADISON 8/12/22-9/12/	MOTOR FUEL TAX	242.01
0	ENTENMANN-ROVIN CO	DC BADGE	POLICE	153.25
0	ILLINOIS ASSOCIATION OF CHIEFS	POL-MEMBERSHIP RENEWAL *WILLIS	POLICE	265.00
0	RAMROD DISTRIBUTORS, INC	HAND SOAP	LAND & BUILDINGS	94.90
0	SUBURBAN LABORATORIES INC	COLIFORM TESTS	PUMP STATION OPERATIONS	472.50
0	WIGIT'S TRUCK SERVICE	FIR-AMBULANCE 500 PREVENTIVE MAINT /	FIRE	775.05
0	WIGIT'S TRUCK SERVICE	FIR-SQUAD 525 TURBO ACTUATOR SET	FIRE	3,757.88
0	WIGIT'S TRUCK SERVICE	FIR-VEHICLE ANTI-FREEZE	FIRE	218.62
0	WIGIT'S TRUCK SERVICE	SKID STEER REPLACE HYDRO LEAK	PUBLIC WORKS	169.84
0	WIGIT'S TRUCK SERVICE	TRACTOR REPAIR COOLANT LEAK, SEAT,	PUBLIC WORKS	5,261.99
0	COMED #6164044004	ELECTRIC SERVICE 701 S. 6TH 8/16/22-9/1	MOTOR FUEL TAX	56.74
0	ANIMAL WELFARE LEAGUE	ANIMAL IMPOUNDMENT *SEPT 2022	CODE ENFORCEMENT	2,142.00
0	COMED #4791088147	MTRD STREETLIGHTS 13TH MADISON 8/12	MOTOR FUEL TAX	213.72
0	AIR ONE EQUIPMENT	FIR-BREATHING AIR QUALITY TEST (NFPA)	FIRE	165.00
0	DAVIS TREE CARE & LANDSCAPE	TREE TRIMMING 1620 S 20TH & 910 S 6TH	PUBLIC WORKS	1,325.00
0	MEYER- CENTURY LABS	HAND SOAP & SEWER AID	PUBLIC WORKS	804.96
0	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE *FINANCE	FINANCE	249.74
0	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE *CODE	CODE ENFORCEMENT	499.48

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
0	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE *CODE	FINANCE	499.48
0	W.S. DARLEY & CO	FIR-FLASHLIGHT FOR R. HAMILTON	FIRE	75.19
0	LRS Holdings, LLC	WASTE DISPOSAL	PUBLIC WORKS	1,728.93
0	LRS Holdings, LLC	WASTE DISPOSAL	PUBLIC WORKS	4,281.78
0	Franzen Plumbing	PLUMBING SERVICES @ VILLAGE HALL	PUBLIC WORKS	175.00
0	Art-Craft Printers Inc.	COST FOR PRINTING ABANDONED VEHICL	POLICE	1,282.00
0	OFFICE DEPOT	POL- SUPPLIES	POLICE	439.65
0	OFFICE DEPOT	OFFICE SUPPLIES	CODE ENFORCEMENT	221.46
0	OFFICE DEPOT	OFFICE SUPPLIES	CODE ENFORCEMENT	58.98
0	OFFICE DEPOT	OFFICE SUPPLIES	POLICE	154.40
0	OFFICE DEPOT	OFFICE SUPPLIES	CODE ENFORCEMENT	33.99
0	OFFICE DEPOT	POL - TONER	POLICE	349.98
0	CINTAS CORPORATION #344	PW-UNIFORM	PUBLIC WORKS	75.94
0	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	110.00
0	CINTAS CORPORATION #344	PW-UNIFORM SERVICE	PUBLIC WORKS	138.82
0	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	427.42
0	Guardian Alliance Technologies, Inc.	GUARDIAN SOFTWARE PLATFORM PSA M	POLICE	102.00
0	University of Illinois	FIR-FIRE APPARATUS ENGINEER CERTIFIC	FIRE	650.00
0	HINCKLEY SPRINGS	5G DRINKING WATER FOR MPD	POLICE	167.26
0	HINCKLEY SPRINGS	WATER & CUP EQUIPMENT RENTAL	CODE ENFORCEMENT	264.53
0	NORTH EAST MULTI-REGIONAL	ECHELON FRONT'S EXTREME OWNERSHI	POLICE	100.00
0	NORTH EAST MULTI-REGIONAL	PORTABLE WEIGHT SCALE CERTIFICATIO	POLICE	35.00
0	BLUE CROSS BLUE SHIELD	HEALTH INS COVERAGE DEC	CENTRAL SERVICES	347,535.40
0	DEPT.OF CENTRAL MANAGEMENT SV	POL-COMMUNICATION CHARGES	POLICE	979.38
0	EDWIN HANCOCK ENGINEERING CO	VILLAGE WIDE TIF EXPANSION	TIF ADMINISTRATION	372.50
0	EDWIN HANCOCK ENGINEERING CO	2022 GREEN INFRASTRUCTURE ALLEY IM	PUBLIC WORKS	9,739.50
0	EDWIN HANCOCK ENGINEERING CO	2022 ROADWAY IMPROVEMENTS	TIF ADMINISTRATION	16,900.00
0	EDWIN HANCOCK ENGINEERING CO	CENTRAL SEWER SEPARATION IMPROVE	WATER & SEWER MAINTENANCE	52,695.00
0	EDWIN HANCOCK ENGINEERING CO	2022 ROADWAY IMPROVEMENTS	TIF ADMINISTRATION	16,702.00
0	OCCUPATIONAL HEALTH CENTERS	FIR-EMPLOYEE PHYSICALS	FIRE	4,221.00
0	OCCUPATIONAL HEALTH CENTERS	HR-PRE-EMPLOYMENT SERVICES	HUMAN RESOURCES	1,510.00
0	OCCUPATIONAL HEALTH CENTERS	FIR-EMPLOYEE PHYSICALS	FIRE	3,888.00
0	Target Solutions	FIR-ELECTRONIC TRAINING AND DOCUME	FIRE	20.00
0	EDWIN HANCOCK ENGINEERING CO	2022 WATER MAIN IMPROVEMENTS	TIF ADMINISTRATION	8,900.00
0	EDWIN HANCOCK ENGINEERING CO	2022 WATER MAIN IMPROVEMENTS	TIF ADMINISTRATION	13,023.00
0	EDWIN HANCOCK ENGINEERING CO	2022 MISC ENGINEERING	PUBLIC WORKS	447.00
0	EDWIN HANCOCK ENGINEERING CO	2022 GREEN INFRASTRUCTURE ALLEY IM	PUBLIC WORKS	2,900.00
0	EDWIN HANCOCK ENGINEERING CO	2022 GREEN INFRASTRUCTURE ALLEY IM	PUBLIC WORKS	6,885.50
0	EDWIN HANCOCK ENGINEERING CO	2022 GRANT APPLICATIONS	PUBLIC WORKS	2,192.00
0	EDWIN HANCOCK ENGINEERING CO	2021 ALLEY ROADWAY WATER MAIN IMP	PUBLIC WORKS	1,720.00
0	EDWIN HANCOCK ENGINEERING CO	2021 PY CDBG ROADWAY IMP	CDBG	7,334.00
0	EDWIN HANCOCK ENGINEERING CO	2022 GRANT APPLICATIONS	PUBLIC WORKS	1,341.00
0	PAYLESS AUTO BODY	MP16151 REPLACE HEADLIGHTS	POLICE	120.32
0	TRI COUNTY BOARD UP	BOARD UP - 908 ST. CHARLES RD.	CODE ENFORCEMENT	345.00
0	TRI COUNTY BOARD UP	BOARD UP - 904 S. 10TH AVE	CODE ENFORCEMENT	210.00
0	TRI COUNTY BOARD UP	BOARD UP FOR 804 S. 9TH AVE	CODE ENFORCEMENT	1,905.00
0	Art Crafts Printers, Inc.	250 3 PART PERSONNEL ACTION FORM/50	FINANCE	140.00
0	WINKLER TREE SERVICE	TREE MAINTENANCE	PUBLIC WORKS	12,095.00
0	WINKLER TREE SERVICE	STORM DAMAGE ALONG 3RD & WARREN	PUBLIC WORKS	4,400.00
Total 0:				1,216,759.47
108115	AFTERMATH, INC.	POL-BIO HAZARDOUS CLEANING	POLICE	300.00
Total 108115:				300.00
108116	Art-Craft Printers Inc.	BUSINESS CARDS	VILLAGE MANAGER	260.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 108116:				260.00
108117	AUTOZONE	FIR-DEF FLUID	FIRE	14.87
108117	AUTOZONE	FIR-DEF FLUID	FIRE	44.61
Total 108117:				59.48
108118	Betty Haymer	FLOOD CONTROL PROGRAM	WATER & SEWER MAINTENANCE	1,750.00
Total 108118:				1,750.00
108119	CDS OFFICE TECHNOLOGIES	IT ARBITRATOR MAYWOOD 22906	POLICE	190.00
Total 108119:				190.00
108120	CINTAS CORPORATION #344	PW-UNIFORM SERVICE	PUBLIC WORKS	138.82
108120	CINTAS CORPORATION #344	P/S-UNIFORM SERVICE	PUMP STATION OPERATIONS	19.09
Total 108120:				157.91
108121	Clarence Flowers	FLOOD CONTROL PROGRAM	WATER & SEWER MAINTENANCE	1,750.00
Total 108121:				1,750.00
108122	Culture Amp	EMPLOYEE ENGAGEMENT SURVEY	HUMAN RESOURCES	3,375.00
Total 108122:				3,375.00
108123	DAVID HILLARD	ESCROW RELEASE 2112 S 2ND		900.00
Total 108123:				900.00
108124	Hygieneering, Inc.	FIR-AUDIOMETRIC TESTING (OSHA REQUI	FIRE	2,995.00
Total 108124:				2,995.00
108125	ILLINOIS EPA	STORMWATER (MS4)	WATER & SEWER MAINTENANCE	3,078.24
Total 108125:				3,078.24
108126	ILLINOIS HOMICIDE	POL-ILHIA TRAINING CONFERENCE	POLICE	1,000.00
Total 108126:				1,000.00
108127	JKS VENTURES, INC.	PW-3/4 LIMESTONE & GRADE 8 LIMESTON	MOTOR FUEL TAX	1,504.00
Total 108127:				1,504.00
108128	MAGNUS AND ANDERSON	TREE GRATE WEED REMOVAL 19TH ST CH	PUBLIC WORKS	750.00
Total 108128:				750.00
108129	MCKESSON MEDICAL-SURGICAL INC	FIR-AUTOMATED DEFIBRILLATOR PADS	FIRE	296.94
108129	MCKESSON MEDICAL-SURGICAL INC	FIR-AUTOMATED DEFIBRILLATOR PADS	FIRE	940.31
108129	MCKESSON MEDICAL-SURGICAL INC	FIR-AUTOMATED DEFIBRILLATOR PADS	FIRE	592.49
108129	MCKESSON MEDICAL-SURGICAL INC	FIR-AUTOMATED DEFIBRILLATOR PADS	FIRE	992.35

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 108129:				2,822.09
108130	NORTH EAST MULTI-REGIONAL	TRAFFIC CRASH INVESTIGATION CLASS F	POLICE	175.00
Total 108130:				175.00
108131	OFFICE DEPOT	FIN-OFFICE SUPPLIES	FINANCE	230.15
108131	OFFICE DEPOT	FIN-OFFICE SUPPLIES	FINANCE	61.46
108131	OFFICE DEPOT	WATER-OFFICE SUPPLIES	WATER COLLECTIONS	42.38
108131	OFFICE DEPOT	FIN-OFFICE SUPPLIES	FINANCE	123.89
108131	OFFICE DEPOT	FIN-OFFICE SUPPLIES	FINANCE	17.99
108131	OFFICE DEPOT	WATER-OFFICE SUPPLIES	WATER COLLECTIONS	146.59
108131	OFFICE DEPOT	FIN-OFFICE SUPPLIES	WATER COLLECTIONS	8.69
Total 108131:				631.15
108132	PLOTE CONSTRUCTION INC. D.B.A.	N50 D SURFACE & EMULSION	MOTOR FUEL TAX	454.50
Total 108132:				454.50
108133	PROCHAMPS	35 FORECLOSURE/12 VACANT REGISTRAT	CORPORATE	5,885.00
Total 108133:				5,885.00
108134	PROVISO EAST MARCHING BAND	MARCHING BAND SUPPORT	PRESIDENT & TRUSTEES	1,000.00
Total 108134:				1,000.00
108135	RAY O'HERRON CO INC	HOMELAND UNIFORM ORDER, SHIRTS, BE	POLICE	624.80
Total 108135:				624.80
108136	RONALD POWELL DBA	LETTERING SVC	PRESIDENT & TRUSTEES	530.00
Total 108136:				530.00
108137	Ruben Cavarrubias	FLOOD CONTROL PROGRAM	WATER & SEWER MAINTENANCE	1,750.00
Total 108137:				1,750.00
108138	SBC GLOBAL SERVICES, INC.	FIR-MAINT BILLING 10/8-11/7/22	CENTRAL SERVICES	373.94
Total 108138:				373.94
108139	SEAWAY SUPPLY COMPANY	FIR-JANITORIAL SUPPLIES	FIRE	33.75
Total 108139:				33.75
108140	STAPLES ADVANTAGE	POLICE-OFFICE SUPPLIES	POLICE	478.21
Total 108140:				478.21
108141	STATE INDUSTRIAL PRODUCTS CORP	BLOCK WORX, PIT RAIDER & STATE BIOMA	WATER & SEWER MAINTENANCE	1,142.48
Total 108141:				1,142.48
108142	STATE OF ILLINOIS	BOILER INSPECTION POLICE DEPT	PUBLIC WORKS	100.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 108142:				100.00
108143	SUBURBAN LABORATORIES INC	COLIFORM TESTS	PUMP STATION OPERATIONS	472.50
Total 108143:				472.50
108144	TAPPED IN INC	FIR-STATION 2 ELECTRICAL INSTALLATION	FIRE	1,500.00
Total 108144:				1,500.00
108145	TONY'S LAWNMOWER	SCAG LAWNMOWER REPAIRS	LAND & BUILDINGS	531.75
108145	TONY'S LAWNMOWER	KUBOTA REBUILT MOTOR REPLACED & LE	LAND & BUILDINGS	1,400.67
Total 108145:				1,932.42
108146	W.S. DARLEY & CO	FIR-FIREFIGHTER HOSE NOZZLES	FIRE	1,571.22
Total 108146:				1,571.22
108147	WINKLER TREE SERVICE	STUMP REMOVAL 204 S 17TH & 1104 S 2ND	PUBLIC WORKS	866.00
Total 108147:				866.00
108148	REVIZE LLC	WEBSITE DEVELOPMENT SERVICES	MANAGEMENT INFORMATION SYSTE	8,500.00
Total 108148:				8,500.00
108149	ACCUTRON	COMPUTER CNLSTING SVCS *NOV 2022	MANAGEMENT INFORMATION SYSTE	7,916.66
Total 108149:				7,916.66
108150	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 10/17-10/28/22	POLICE & FIRE COMMISSION	800.00
Total 108150:				800.00
108151	BLUE CROSS BLUE SHIELD	HEALTH INS COVERAGE NOVEMBER 2022	CENTRAL SERVICES	446,713.86
Total 108151:				446,713.86
108152	CHICAGO CLEANING CONCIERGE	JANITORIAL SERVICES FOR OCTOBER 202	LAND & BUILDINGS	7,500.00
Total 108152:				7,500.00
108153	CITY OF CHICAGO-	ACCT #432532-432532 7/29/22-8/19/22	WATER COLLECTIONS	104,361.24
Total 108153:				104,361.24
108154	EDWIN HANCOCK ENGINEERING CO	CENTRAL SEWER SEPARATION IMPROVE	WATER & SEWER MAINTENANCE	59,800.00
108154	EDWIN HANCOCK ENGINEERING CO	2022 ROADWAY IMPROVEMENTS	TIF ADMINISTRATION	50,700.00
108154	EDWIN HANCOCK ENGINEERING CO	CENTRAL SEWER SEPARATION IMPROVE	WATER & SEWER MAINTENANCE	68,777.50
108154	EDWIN HANCOCK ENGINEERING CO	19TH AVE IMPROVEMENTS	TIF ADMINISTRATION	17,900.00
108154	EDWIN HANCOCK ENGINEERING CO	2022 WATER MAIN IMPROVEMENTS	TIF ADMINISTRATION	26,700.00
108154	EDWIN HANCOCK ENGINEERING CO	2022 ROADWAY IMPROVEMENTS	TIF ADMINISTRATION	59,150.00
108154	EDWIN HANCOCK ENGINEERING CO	2022 WATER MAIN IMPROVEMENTS	TIF ADMINISTRATION	31,150.00
108154	EDWIN HANCOCK ENGINEERING CO	WASHINGTON BLVD PHASE II ENGINEERIN	PUBLIC WORKS	15,727.95

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 108154:				329,905.45
108155	GAME TIME	PLAYGROUND RENOVATION	PARKS & RECREATION	37,616.28
Total 108155:				37,616.28
108156	GENE WASHINGTON	P&F-MEETING *10/27/2022	POLICE & FIRE COMMISSION	150.00
Total 108156:				150.00
108157	GLORIA A. CLAY	P&F-MEETING *10/27/2022	POLICE & FIRE COMMISSION	200.00
Total 108157:				200.00
108158	HACKIE CEMENT CORPORATION	STREET REPAIR 1225 S 20TH	WATER & SEWER MAINTENANCE	4,975.00
108158	HACKIE CEMENT CORPORATION	STREET REPAIR 1002 N 4TH	WATER & SEWER MAINTENANCE	4,975.00
108158	HACKIE CEMENT CORPORATION	2009 S 2ND STREET REPAIR	WATER & SEWER MAINTENANCE	4,975.00
108158	HACKIE CEMENT CORPORATION	STREET REPAIR 2ND & HARVARD NW	WATER & SEWER MAINTENANCE	4,975.00
108158	HACKIE CEMENT CORPORATION	STREET REPAIR 318 S 7TH	WATER & SEWER MAINTENANCE	4,975.00
108158	HACKIE CEMENT CORPORATION	2000 S. 10TH CONCRETE REPAIR	WATER & SEWER MAINTENANCE	4,975.00
Total 108158:				29,850.00
108159	Jimmy Kifarkis	CONTRACTOR/ELECTRICAL - 10/18/2022-1	CODE ENFORCEMENT	1,200.00
Total 108159:				1,200.00
108160	MARCELLUS CASSIUS WELLS	P&F-MEETING *10/27/2022	POLICE & FIRE COMMISSION	150.00
Total 108160:				150.00
108161	MARK DWYER	CONTRACTOR/PLUMBING - 10/18/2022-10/2	CODE ENFORCEMENT	1,200.00
Total 108161:				1,200.00
108162	MESIROW INSURANCE SERVICES	3 OF 4 INSTALLMENT PMTS *COMMERCIAL	HUMAN RESOURCES	20,864.25
108162	MESIROW INSURANCE SERVICES	EXCESS WORKERS COMPENSATION	HUMAN RESOURCES	31,888.00
108162	MESIROW INSURANCE SERVICES	3 OF 4 INSTALLMENT PMTS *BUSINESS AU	HUMAN RESOURCES	49,108.00
108162	MESIROW INSURANCE SERVICES	PROFESSIONAL LIABILITY	HUMAN RESOURCES	19,079.50
108162	MESIROW INSURANCE SERVICES	PROFESSIONAL LIABILITY 3 OF 4	HUMAN RESOURCES	21,750.50
Total 108162:				142,690.25
108163	JAMES T BREWER	P&F-MEETING *10/27/2022	POLICE & FIRE COMMISSION	150.00
Total 108163:				150.00
108164	JTJ General	LANDSCAPING/TRASH REMOVAL	CODE ENFORCEMENT	1,440.00
108164	JTJ General	LANDSCAPING MULTIPLE PROPERTIES	CODE ENFORCEMENT	1,100.00
Total 108164:				2,540.00
108165	M&K QUALITY TRUCK SALES OF ILLIN	PREVENTIVE MAINTENANCE UNIT # 241.	PUBLIC WORKS	617.31
Total 108165:				617.31
108166	READITH ESTER	P&F-MEETING *10/27/2022	POLICE & FIRE COMMISSION	150.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 108166:				150.00
108167	SANDRA WILSON	PAYROLL TRAINING SVCS 10/5-10/12/22	FINANCE	1,051.70
Total 108167:				1,051.70
108168	VISION SERVICE PLAN (IV)	VISION CARE PREM NOV 2022	CENTRAL SERVICES	1,256.46
108168	VISION SERVICE PLAN (IV)	VISION CARE PREM OCT 2022	CENTRAL SERVICES	87.29
Total 108168:				1,343.75
108169	AMERICAN BUSINESS TECHNOLOGIE	VEHICLE STICKER APPLICATIONS	FINANCE	18,669.75
Total 108169:				18,669.75
108170	Runnion Equipment Company	EQUIPMENT RENTAL 11/7-12/7	PUBLIC WORKS	4,195.00
Total 108170:				4,195.00
108171	AMERICAN BUSINESS TECHNOLOGIE	VEHICLE STICKER APPLICATIONS	FINANCE	18,362.25
Total 108171:				18,362.25
108172	Broadview Hardware	PW MAINTENANCE SUPPLIES	PUBLIC WORKS	3,245.75
Total 108172:				3,245.75
108173	BROADVIEW TRUE VALUE HARDWAR	FIR--BUILDING HARDWARE	FIRE	109.19
Total 108173:				109.19
108174	CINTAS CORPORATION #344	PW-UNIFORM	PUBLIC WORKS	73.82
108174	CINTAS CORPORATION #344	PW-UNIFORM SERVICE	PUBLIC WORKS	138.82
Total 108174:				212.64
108175	COMCAST	PHONE/INTERNET 1210 S 9TH 9/7/22-10/6/	CENTRAL SERVICES	226.52
Total 108175:				226.52
108176	FIRST INSURANCE FUNDING	GENERAL LIAB INS PMT *SEPT 2022	HUMAN RESOURCES	47,394.32
Total 108176:				47,394.32
108177	SWALLOW CONSTRUCTION	FIRST AVE WATER MAIN IMPROVEMENTS	TIF ADMINISTRATION	96,735.46
Total 108177:				96,735.46
108178	VILLAGE OF BROADVIEW	ACCT #9800200000 4/15/22-10/14/2022	WATER COLLECTIONS	344.22
Total 108178:				344.22
108179	VILLAGE OF MELROSE PARK	ACCT #422001-001 7/20-8/19/2022	WATER COLLECTIONS	18,683.44
Total 108179:				18,683.44
108180	EDITH IRISSON	REFUND WATER DEPOSIT 1404 S 8TH	WATER COLLECTIONS	100.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 108180:				100.00
108181	FOREST SECURITY, INC.	QUARTERLY MONITORING PUMP STATION	PUMP STATION OPERATIONS	299.85
108181	FOREST SECURITY, INC.	QUARTERLY MONITORING 200 BLDG 10/1/2	PUBLIC WORKS	1,122.00
Total 108181:				1,421.85
108182	JOHN RICE	CONCRETE RESTORATION 1403 S 16TH	WATER & SEWER MAINTENANCE	3,700.00
108182	JOHN RICE	CONCRETE RESTORATION 1014 S 11TH	WATER & SEWER MAINTENANCE	3,000.00
108182	JOHN RICE	CONCRETE RESTORATION 1400 S 3RD	WATER & SEWER MAINTENANCE	3,800.00
Total 108182:				10,500.00
108183	LRS Holdings, LLC	GARBAGE PICK UP *SEPT 2022	WATER COLLECTIONS	142,524.65
Total 108183:				142,524.65
108184	MAYWOOD SLF I LP	CATERING FOR VETERANS	PRESIDENT & TRUSTEES	250.00
Total 108184:				250.00
108185	NATIONAL TRENCH SAFETY, INC	TRENCH BOX RENTAL	WATER & SEWER MAINTENANCE	1,386.00
108185	NATIONAL TRENCH SAFETY, INC	TRENCH BOX RENTAL	WATER & SEWER MAINTENANCE	962.00
Total 108185:				2,348.00
108186	PAYLESS AUTO BODY	2013 FORD TAURUS VIN# 1FAHP2M86DG10	POLICE	1,224.20
108186	PAYLESS AUTO BODY	2020 FORD EXPLORER VIN# 1FM5K8AB1L	POLICE	1,499.27
108186	PAYLESS AUTO BODY	POL-111-REPLACE BATTERY	POLICE	236.56
Total 108186:				2,960.03
108187	PLOTE CONSTRUCTION INC. D.B.A.	N50 D SURFACE	MOTOR FUEL TAX	662.25
108187	PLOTE CONSTRUCTION INC. D.B.A.	EMULSION	MOTOR FUEL TAX	500.00
Total 108187:				1,162.25
108188	QUILL CORPORATION	FIN-OFFICE SUPPLIES	FINANCE	20.78
108188	QUILL CORPORATION	FIN-OFFICE SUPPLIES	FINANCE	61.97
108188	QUILL CORPORATION	WATER-OFFICE SUPPLIES	WATER COLLECTIONS	39.99
108188	QUILL CORPORATION	FIN-OFFICE SUPPLIES	FINANCE	99.25
Total 108188:				221.99
108189	RAMROD DISTRIBUTORS, INC	JANITORIAL SUPPLIES	LAND & BUILDINGS	2,579.84
Total 108189:				2,579.84
108190	J NARDULLI CONCRETE INC	2022 ROADWAY IMPROVEMENTS PROJEC	PUBLIC WORKS	379,714.95
108190	J NARDULLI CONCRETE INC	2022 GREEN INFRASTRUCTURE ALLEY		130,547.25
Total 108190:				510,262.20
108191	SUBURBAN GENERAL CONSTRUCTIO	MADISON STREET WATER MAIN IMPROVE	TIF ADMINISTRATION	36,722.93
108191	SUBURBAN GENERAL CONSTRUCTIO	MADISON STREET WATER MAIN IMPROVE	TIF ADMINISTRATION	545,034.60

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 108191:				581,757.53
108192	TRIGGI CONSTRUCTION, INC.	2021 AVE CDBG ROADWAY IMPROVEMENT	CDBG	149,584.50
Total 108192:				149,584.50
108193	PHYLLIS ZACHERY	AFLAC *LIFE INSURANCE REINSTATEMENT	CORPORATE	284.50
Total 108193:				284.50
108194	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 10/31-11/11/2022	POLICE & FIRE COMMISSION	800.00
Total 108194:				800.00
108195	ASHLAND ADDISON FLORIST	SYMPATHY SPRAY *WEST	HUMAN RESOURCES	95.00
Total 108195:				95.00
108196	BAKER TILLY VIRCHOW KRAUSE,LLP	AUDITOR'S FEES 4/30/2021	FINANCE	2,325.00
Total 108196:				2,325.00
108197	BROADVIEW ANIMAL HOSPITAL	ANIMAL IMPOUNDMENT *OCT 2022	CODE ENFORCEMENT	2,245.00
108197	BROADVIEW ANIMAL HOSPITAL	ANIMAL IMPOUNDMENT *SEPT 2022	CODE ENFORCEMENT	3,116.00
Total 108197:				5,361.00
108198	CHICAGO COMMUNICATION SERVICE	FINAL 3 INSTALLMENTS CONTRACT	POLICE	8,772.14
Total 108198:				8,772.14
108199	CIVIC SYSTEMS, LLC	TRAINING FOR BUILDING PERMITS	CODE ENFORCEMENT	2,400.00
Total 108199:				2,400.00
108200	COMCAST	METRA-PHONE/INT SVC 7/13-8/12	CENTRAL SERVICES	109.85
108200	COMCAST	410 MAIN METRA-PHONE/INT SVC 9/13/22-	PUBLIC WORKS	119.85
Total 108200:				229.70
108201	COMCAST	FIR-PHONE SVC 7/22-8/21	CENTRAL SERVICES	437.26
108201	COMCAST	FIR-INTERNET SVC 10/22-11/21/22	CENTRAL SERVICES	438.14
Total 108201:				875.40
108202	COMCAST	V/H-PHONE/INTERNET 8/29-9/28	CENTRAL SERVICES	485.43
108202	COMCAST	V/H-PHONE/INTERNET 9/29-10/28	CENTRAL SERVICES	485.43
108202	COMCAST	V/H-PHONE/INTERNET 7/29-8/28	CENTRAL SERVICES	485.43
Total 108202:				1,456.29
108203	COMCAST	1210 S 9TH BLDG-PHONE SVC 7/7-8/6	CENTRAL SERVICES	226.65
108203	COMCAST	1210 S 9TH BLDG-PHONE SVC 8/7-9/6	CENTRAL SERVICES	226.52
Total 108203:				453.17
108204	COMCAST #8771 20 001 0416648	PHONE /INTERNET SVC 200 S. 5TH 10/4/22	CENTRAL SERVICES	283.31

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 108204:				283.31
108205	COMED	ELECTRIC CONTROLLER 200 S. 5TH 8/12/2	MOTOR FUEL TAX	155.01
Total 108205:				155.01
108206	COMED # 0023058102	STREET LIGHTS PUMP STATION 8/12/22-9/1	MOTOR FUEL TAX	112.04
Total 108206:				112.04
108207	COMED #0031163443	ELECTRICAL SERVICE 410 MAIN 8/10/22-9/	MOTOR FUEL TAX	161.16
Total 108207:				161.16
108208	COMED #0277784031	ELECTRIC SERVICE 615 S 5TH 8/9/22-9/8/2	MOTOR FUEL TAX	880.85
Total 108208:				880.85
108209	COMED #5490211003	ELECTRIC SERVICE 1019 ST. CHARLES 7/1	MOTOR FUEL TAX	48.91
Total 108209:				48.91
108210	COMED #5653018024	ELECTRIC SERVICE 224 N 1ST 8/9/22-9/8/2	MOTOR FUEL TAX	23.85
Total 108210:				23.85
108211	COMED #6080392012	ELECTRIC SERVICE 100 S. 1ST 12/13/21-1/	MOTOR FUEL TAX	91.75
Total 108211:				91.75
108212	COPS TESTING SERVICE	P&F-LAW ENFC ORAL INTERVIEWS	POLICE & FIRE COMMISSION	1,900.00
108212	COPS TESTING SERVICE	P&F-LAW ENFC WRITTEN ENTRANCE EXA	POLICE & FIRE COMMISSION	1,000.00
108212	COPS TESTING SERVICE	P&F-PRE-EMPLOYMENT ASSESSMENTS	POLICE & FIRE COMMISSION	480.00
108212	COPS TESTING SERVICE	PREFERENCE POINTS/ELIGIBILTY REGIST	POLICE & FIRE COMMISSION	250.00
Total 108212:				3,630.00
108213	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	1,338.00
108213	CORE & MAIN LP	3/4 IPERL METERS	WATER & SEWER MAINTENANCE	2,304.00
108213	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	2,304.00
108213	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	1,338.00
108213	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	2,034.00-
108213	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	903.00-
Total 108213:				4,347.00
108214	DEPT.OF CENTRAL MANAGEMENT SV	POL-COMMUNICATION CHARGES	POLICE	978.50
Total 108214:				978.50
108215	ELIJAH WILLIS	REIMB. CHIEF OF POLICE CONFERENCE	POLICE	529.40
Total 108215:				529.40
108216	Flex	FSA ACCOUNT	CENTRAL SERVICES	50.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 108216:				50.00
108217	GEM ELECTRIC SUPPLY INC	FIR-BULBS	FIRE	113.50
Total 108217:				113.50
108218	GENE WASHINGTON	P&F-MEETING *11/10/2022	POLICE & FIRE COMMISSION	150.00
Total 108218:				150.00
108219	GLORIA A. CLAY	P&F-MEETING *11/10/2022	POLICE & FIRE COMMISSION	200.00
Total 108219:				200.00
108220	IRMA POWELL	TREE REMOVAL PROGRAM	COMMUNITY DEVELOPMENT	750.00
Total 108220:				750.00
108221	JAMES T BREWER	P&F-MEETING *11/10/2022	POLICE & FIRE COMMISSION	150.00
Total 108221:				150.00
108222	Jimmy Kifarkis	PAYROLL - CONTRACTOR/ELECTRICIAN 11	CODE ENFORCEMENT	1,500.00
Total 108222:				1,500.00
108223	JKS VENTURES, INC.	PW-3/4 LIMESTONE & GRADE 8 LIMESTON	MOTOR FUEL TAX	2,208.00
Total 108223:				2,208.00
108224	KLEIN, THORPE AND JENKINS LTD	LEGAL RETAINER SVCS *AUG 2022	LAW	4,960.00
108224	KLEIN, THORPE AND JENKINS LTD	LEGAL SVCS *AUG 2022	LAW	54,369.32
Total 108224:				59,329.32
108225	LAUTERBACH & AMEN, LLP	ACTUARIAL REPORT 4/30/2022	FINANCE	900.00
Total 108225:				900.00
108226	MARCELLUS CASSIUS WELLS	P&F-MEETING *11/10/2022	POLICE & FIRE COMMISSION	150.00
Total 108226:				150.00
108227	MARK DWYER	PAYROLL - CONTRACTOR/PLUMBER 11/1-1	CODE ENFORCEMENT	1,200.00
Total 108227:				1,200.00
108228	MP AUTO SALES & REPAIR, INC	REPLACE FRONT AND REAR BRAKE PADS	POLICE	465.00
Total 108228:				465.00
108229	MUNICIPAL CLERK'S OF ILLINOIS	2023 MEMBERSHIP DUES	VILLAGE CLERK	195.00
Total 108229:				195.00
108230	MURRAY AND TRETTEL, INC	SNOW AND ICE STORM WARNING 2022/20	PUBLIC WORKS	1,150.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 108230:				1,150.00
108231	NAFISCO INC	BARRICADE RENTAL (MAYWOOD FEST)	PUBLIC WORKS	457.60
Total 108231:				457.60
108232	NICOR GAS	GAS SERVICE 300 OAK ST 8/16/22-9/16/22	PARKS & RECREATION	159.05
Total 108232:				159.05
108233	NICOR GAS 02-24-58-0000 4	GAS SERVICE 8/15-9/14/22 *W 9TH WILCO	PUMP STATION OPERATIONS	182.48
Total 108233:				182.48
108234	NICOR GAS #6708165415 3	410 MAIN GAS SERVICE 8/16/22-9/15/22	PUBLIC WORKS	49.82
Total 108234:				49.82
108235	OFFICE DEPOT	VMO-OFFICE SUPPLIES	VILLAGE MANAGER	12.99
108235	OFFICE DEPOT	VMO-OFFICE SUPPLIES	VILLAGE MANAGER	88.50
108235	OFFICE DEPOT	VMO-OFFICE SUPPLIES	VILLAGE MANAGER	41.09
108235	OFFICE DEPOT	OFFICE SUPPLIES	PRESIDENT & TRUSTEES	51.98
108235	OFFICE DEPOT	CLERK-OFFICE SUPPLIES	VILLAGE CLERK	49.18
108235	OFFICE DEPOT	OFFICE SUPPLIES	PRESIDENT & TRUSTEES	48.77
Total 108235:				292.51
108236	OLEARY'S CONTRACTORS	PALLET TRUCK PURCHASE	PUBLIC WORKS	600.00
Total 108236:				600.00
108237	QUINN COMMUNITY CENTER	THANSGIVING BASKET GIVEAWAY 2022	PRESIDENT & TRUSTEES	4,500.00
Total 108237:				4,500.00
108238	READITH ESTER	P&F-MEETING *11/10/2022	POLICE & FIRE COMMISSION	150.00
Total 108238:				150.00
108239	READY REFRESH BY NESTLE	FIN-EQUIPMENT WATER	FINANCE	383.23
Total 108239:				383.23
108240	SBC GLOBAL SERVICES, INC.	FIR-MAINT BILLING 9/30-10/29/22	CENTRAL SERVICES	175.40
108240	SBC GLOBAL SERVICES, INC.	FIR-MAINT BILLING 10/30-11/29	CENTRAL SERVICES	175.40
108240	SBC GLOBAL SERVICES, INC.	FIR-MAINT BILLING 10/29-11/28	CENTRAL SERVICES	221.45
Total 108240:				572.25
108241	SEAWAY SUPPLY COMPANY	FIR-JANITORIAL SUPPLIES	FIRE	94.92
Total 108241:				94.92
108242	STAPLES ADVANTAGE	VMO-PAPER	VILLAGE MANAGER	151.12
108242	STAPLES ADVANTAGE	WATER-OFFICE SUPPLIES	WATER COLLECTIONS	62.59
108242	STAPLES ADVANTAGE	FIN-OFFICE SUPPLIES	FINANCE	206.88
108242	STAPLES ADVANTAGE	WATER-OFFICE SUPPLIES	WATER COLLECTIONS	91.86

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 108242:				512.45
108243	T.P.I.	CONTRACTOR - PLUMBING/ELECTRICAL -	CODE ENFORCEMENT	7,110.25
Total 108243:				7,110.25
108244	UTILITY SERVICE CO., INC.	500,000 PEDISPHERE ROAD TANK	WATER & SEWER MAINTENANCE	7,444.96
Total 108244:				7,444.96
108245	ZARNOTH BRUSH WORKS, INC.	DISPOSABLE GUTTER BROOMS (SWEEPE	PUBLIC WORKS	906.00
Total 108245:				906.00
108246	JAMES L. ELLEXSON	REIMB. LUNCH FOR TRAINING	VILLAGE MANAGER	169.60
Total 108246:				169.60
108247	Kendall Silas	TITLE, REGISTRATION & PLATES FOR NEW	POLICE	353.00
108247	Kendall Silas	HOMELAND SECURITY *PAYROLL 10/15/20	POLICE	576.80
Total 108247:				929.80
108248	MONTOYA WELLS	BLOCK PARTY REFUND	CORPORATE	50.00
Total 108248:				50.00
108249	PARK WAREHOUSE LLC	DOG PARK RENOVATION	PARKS & RECREATION	16,322.18
Total 108249:				16,322.18
108250	Treva Davidson	TREE REMOVAL PROGRAM	COMMUNITY DEVELOPMENT	750.00
Total 108250:				750.00
108251	Yessenia Carrasco Diaz	ESCROW RELEASE 1301 S 1ST AVE		1,215.00
Total 108251:				1,215.00
108252	GRAND CHAMPIONS NFP	SPONSORSHIP *PROVISO BILLS	SPECIAL EVENT REVENUE	5,000.00
Total 108252:				5,000.00
108253	CLAUDIA VANDIVER	REFUND WATER DEPOSIT	WATER COLLECTIONS	75.00
Total 108253:				75.00
108254	JOHN WEST	REIMBURSEMENT FOR PAYMENT OF AUTO	PUBLIC WORKS	225.00
Total 108254:				225.00
108255	LASONDRA BANKS	REIMB: TICKET DONATION	SPECIAL EVENT REVENUE	80.00
Total 108255:				80.00
Grand Totals:				4,146,666.94

VILLAGE OF MAYOOD

Warrant List #200532 through November 30, 2022

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

_____
President

_____
Village Manager

Attest

_____
Clerk

MAYWOOD-WEST COOK CAREER & LIFE READINESS EXPLORING INITIATIVE

A Unity in the Community Experience Starting January 2023!

YOUTH IN MIDDLE SCHOOL & HIGH SCHOOL MAKE $10 PER HOUR TO PARTICIPATE IN YOUTH ENGAGEMENT 12 WEEKS OF PROGRAMMING

CAREER EXPLORATION

Arts & Humanities
Aviation
Business
Communications
Engineering & Technology
Fire & EMS
Health Care
Law & Government
Law Enforcement
Science
Skilled Trades
Social Services





LIFE SKILLS EXPLORATION

Communication
Computer Literacy
Civic Engagement
Financial Literacy
Leadership
Academic Skills
Character & Ethics
College & Career Prep
Positive Self-concept
Self-control & Self-motivation
Social Skills
Team Building

SIGN UP TO LEARN MORE TODAY bit.ly/maywoodexplorers

MAYWOOD-WEST COOK CAREER & LIFE READINESS EXPLORING INITIATIVE

WE'RE HIRING COORDINATORS $20 PER HOUR!!!

Help Deliver character-building experiences and mentorship that allow youth to achieve their full potential in both life and work.

COORDINATORS NEEDED

- ✓ **Administrative**
- ✓ **Programming**
- ✓ **Marketing**
- ✓ **Recruitment**
- ✓ **Partnerships**
- ✓ **Youth Engagement**
- ✓ **Parent/Guardian**
- ✓ **Digital Communications**

Exploring exists to teach important life and career skills to young people from all backgrounds through immersive career experiences and mentorship provided by community and business leaders like you. Together, we equip young people with character, leadership and life skills that can be used both today and in their future careers.

Help Shape the workforce of tomorrow by engaging and mentoring today's youth in career and life-enhancing opportunities.



EXPLORING™ DISCOVER YOUR FUTURE

BUILDING THE FUTURE SD89 EDUCATION FOUNDATION

APPLY TODAY bit.ly/explorerscoordinator

Amanda Smith

708.955.1288
amandatsmith92@gmail.com

EXPERIENCE

Social Security Administration, Chicago, IL

Claims Authorizer | May 2016 - Present
40 hours per week
Grade 11- Step 3

- Process internet and telephone claims for Social Security Title II
- Gather facts and evidence to establish eligibility for benefits
- Make critical decisions to determine the amount of benefits paid to individuals
- Interpret Social Security Title II program legislation, policies, programs, and regulations
- Serve on Fraud Unit to identify and abate fraudulent iClaims
- Responds to written and telephone inquiries from beneficiaries
- Researches, compiles, and analyzes information and data to use in program administration
- Work with beneficiaries to identify potential issues of applications and conducts research on policy guidance
- Maintains files and adheres to documentation requirements

Mattress Firm, Forest Park, IL

Sales Manager | January 2016- April 2016
50 hours per week

- Provided exceptional guest service while driving sales by executing Mattress Firm's exclusive Buying Process
- Maintained awareness of competitor's advertisements and services offered
- Participated in assigned training and development initiatives to remain current on products, offerings and programs
- Managing merchandise through verifying open orders daily and transferring merchandise
- Ensured merchandise and POP is current and displayed appropriately
- Ensured assigned stores are to company standards, while policies and state regulations are followed
- Set weekly goals, as well as managed, tracked and evaluated projects and outcomes

Gender and Sexuality Resource Center , Milwaukee , WI

Department Coordinator | December 2013- December 2015
20 hours per week

- Provided all necessary support for internal requisitions
- Managed office and facility support, including maintaining public use areas, receiving guests, filing, copying, and clerical work
- Planning/execution of centers student partnerships, LGBT collaborations calendar, and conferences
- Provided advice on program requirements
- Assessed program accuracy and quality

SKILLS

Program Execution

Team Development

Community & Civic Engagement

Planning & Event Planning
Quality Compliance

Data Analysis

Project Management

HIGHLIGHTS

Social Security Administration
Recognition of Contribution Award -2018

Safe Zone Program Initiative
Creator/Contributor- 2017

EDUCATION & CERTIFICATIONS

Marquette University, Milwaukee, WI
Bachelors of Arts; Sociology **(2015)**

Illinois State Board of Education
Substitute Teaching License

CIVIC INVOLVEMENT

Alpha Kappa Alpha Sorority, Inc.

National Women's Advisory Council

Walther Christian Academy Cheer Coach

REFERENCES

Available upon Request

VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 •708-450-6300

VILLAGE OF MAYWOOD
BOARD, COMMITTEE AND COMMISSION APPLICATION FORM

Applicant's Name: Amanda Tennile Smith (Print)
Name of Board or Commission applying for: tobacco + cannabis
Home Address: 1420 S. 15th Avenue
Number of years in residence: 15

Home Phone Number : NA Mobile Phone Number: 708 955-1288
Current Employer: social security administration
Employer Address: 600 W. Madison Chicago IL

Occupation: Authorizer

List education: Bachelors degree in sociology - Marquette University 2015
List any convictions of violation of local, state or federal law: NONE

The term "Village" as used in this Application includes all boards, commissions and committees (e.g. Planning & Zoning, Liquor Authority, Historic Preservation, Traffic & Safety, Fire & Police etc.) of the Village as well as the Board of Local Improvements, the Emergency Telephone System Board.

The term "immediate family member" includes father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-In-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, and including the father, mother, grandfather or grandmother of the individual's spouse and the individual's fiancé or fiancée. (Definition taken from Section 10 of State Officials and Employees Ethics Act (5 ILCS

VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 •708-450-6300

VILLAGE OF MAYWOOD
BOARD, COMMITTEE AND COMMISSION APPLICATION FORM

Applicant's Name: Amanda Tennile Smith (Print)
Name of Board or Commission applying for: Liquor Commission
Home Address: 1420 S. 15th Avenue
Number of years in residence: 15

Home Phone Number: N/A Mobile Phone Number: 708-955-1288
Current Employer: Social Security Administration
Employer Address: 600 W. Madison Chicago, IL

Occupation: Authorizer

List education: Bachelors of Arts degree in sociology from Marquette University 2015
List any convictions of violation of local, state or federal law: NONE

The term "Village" as used in this Application includes all boards, commissions and committees (e.g. Planning & Zoning, Liquor Authority, Historic Preservation, Traffic & Safety, Fire & Police etc.) of the Village as well as the Board of Local Improvements, the Emergency Telephone System Board.

The term "immediate family member" includes father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-In-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, and including the father, mother, grandfather or grandmother of the individual's spouse and the individual's fiancé or fiancée. (Definition taken from Section 10 of State Officials and Employees Ethics Act (5 ILCS

430/10)).

Are you, or any immediate family member who lives with you, currently involved in any lawsuit or legal action against the Village: NO

Do you currently serve as an appointed or elected official for any other unit of local government (e.g., library district, park district, school district, township commissioner, county), or any county, state or federal agency. If so, please describe your appointed or elected position and your current term of office. NO

Are you currently employed by any other unit of local government (e.g., library district, park district, school district, township, county), or any county, state or federal agency? If so, please describe your employment position and state whether your employer has any policies that would prohibit you from serving as an appointed official of the Village.

yes, social security administration. My employer will not prohibit from serving.

Do you, or any immediate family member who lives with you, currently do business with the Village or have a business relationship with a person or a company that does business with the Village? If so, please describe the type of business that you do with the Village or the business relationship(s) that you have with other persons or companies that do business with the Village. NO

Do you, or any immediate family member who lives with you, have any contracts (e.g., rental agreements, voucher agreements, leases, licenses, vendor agreements, business contracts, financial incentive agreements, etc.) with the Village or have any contracts with a person or a company that does business with the Village? If so, please describe the contracts that you have with the Village or with persons or companies that do business with the Village. 315901 2 2 NO

Do you, or any immediate family member who lives with you, own any real estate or buildings or a company (e.g., property management company or vendor or service company) that currently does business with the Village or has a contract with the Village or receives money or financial incentives from the Village? If so, please list the address of each real property and the owners for each real property; state the name of the company and owners of the company; and describe the contract or agreement: NO

Do you, or any immediate family member who lives with you, work for a company or own a company that currently does business with the Village or has a contract with the Village or receives money or financial incentives from the Village? If so, please describe the business relationship(s) and/or the contractual relationship(s) between the company and the Village, and state whether your salary or compensation is, directly or indirectly, related to the business relationship(s) or the contractual relationship(s) that exist with the Village. NO

Do you currently owe money to the Village of Maywood? If so, please describe the reason why you owe money to the Village, the amount of money due to the Village, and whether or not you are actively contesting the amount of money due to the Village. NO

Are you related to any Village employee or elected official? NO (Yes/No). If so, please disclose:

PLEASE ATTACH YOUR RESUME AND COVERLETTER EXPRESSING YOUR INTEREST

What other volunteer obligations do you have? see resume

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in this Application being disqualified from further consideration.

315901
2
Signature: [signature] 2 Date: 11.30.2022

Form updated: 11.5.2021

VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 •708-450-6300

VILLAGE OF MAYWOOD
BOARD, COMMITTEE AND COMMISSION APPLICATION FORM

Applicant's Name: Benjamin Avery (Print)

Name of Board or Commission applying for: Planning and Zoning Commission

Home Address: 815 S. 16th, Maywood, IL, 60153

Number of years in residence: 2

Home Phone Number : 773-621-9686 Mobile Phone Number: 773-621-9686

Current Employer: Avery & Pryor Construction

Employer Address: 815 S. 16th, Maywood, IL, 60153

Occupation: Engineer / Project Manager

List education: Please see the attached resume.

List any convictions of violation of local, state or federal law: N/A

The term "Village" as used in this Application includes all boards, commissions and committees (e.g. Planning & Zoning, Liquor Authority, Historic Preservation, Traffic & Safety, Fire & Police etc.) of the Village as well as the Board of Local Improvements, the Emergency Telephone System Board.

The term "immediate family member" includes father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-In-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, and including the father, mother, grandfather or grandmother of the individual's spouse and the individual's fiancé or fiancée. (Definition taken from Section 10 of State Officials and Employees Ethics **Act (S** ILCS 430/10)).

Are you, or any immediate family member who lives with you, currently involved in any lawsuit or legal action against the Village: NO

Do you currently serve as an appointed or elected official for any other unit of local government (e.g., library district, park district, school district, township commissioner, county), or any county, state or federal agency. If so, please describe your appointed or elected position and your current term of office.

NO

Are you currently employed by any other unit of local government (e.g., library district, park district, school district, township, county), or any county, state or federal agency? If so, please describe your employment position and state whether your employer has any policies that would prohibit you from serving as an appointed official of the Village.

NO

Do you, or any immediate family member who lives with you, currently do business with the Village or have a business relationship with a person or a company that does business with the Village? If so, please describe the type of business that you do with the Village or the business relationship(s) that you have with other persons or companies that do business with the Village.

NO

Do you, or any immediate family member who lives with you, have any contracts (e.g., rental agreements, voucher agreements, leases, licenses, vendor agreements, business contracts, financial incentive agreements, etc.) with the Village or have any contracts with a person or a company that does business with the Village? If so, please describe the contracts that you have with the Village or with persons or companies that do business with the Village.

NO

Do you, or any immediate family member who lives with you, own any real estate or buildings or a company (e.g., property management company or vendor or service company) that currently does business with the Village or has a contract with the Village or receives money or financial incentives from the Village? If so, please list the address of each real property and the owners for each real property; state the name of the company and owners of the company; and describe the contract or agreement:

NO

Do you, or any immediate family member who lives with you, work for a company or own a company that currently does business with the Village or has a contract with the Village or receives money or financial incentives from the Village? If so, please describe the business relationship(s) and/or the contractual relationship(s) between the company and the Village, and state whether your salary or compensation is, directly or indirectly, related to the business relationship(s) or the contractual relationship(s) that exist with the Village.

NO

Do you currently owe money to the Village of Maywood? If so, please describe the reason why you owe money to the Village, the amount of money due to the Village, and whether or not you are actively contesting the amount of money due to the Village.

NO

Are you related to any Village employee or elected official? NO (Yes/No). If so, please disclose:

PLEASE ATTACH YOUR RESUME AND COVERLETTER EXPRESSING YOUR INTEREST

What other volunteer obligations do you have? None

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in this Application being disqualified from further consideration.

Signature: _____ Date: 12/1/2022

Form updated: 11.5.2021

Benjamin B. Avery

Estimating@Averypryor.com | (773) 378-7310 (home) | (773) 621-9686 (cellular)

EXECUTIVE PROFESSIONAL

EXECUTIVE SUMMARY

Licensed Brick Mason and Structural Concrete Mason with over 13 years' experience. Experienced design Build General Contractor. Accomplished and celebrated executive with an outstanding record of success. Exceptionally organized, detail-oriented, and loyal. Extensive knowledge in Project Management, Business Operations, and Supervision. Focused individual with superior people-skills with more than 17 years of civil engineering experience. Demonstrated ability to lead, train and develop groups. Exhibits empathy and compassion while interacting with individuals on professional and personal levels. Unparalleled and impeccable record of leading and working within teams to create an atmosphere of success that promotes positive interactions and enjoyable learning practices. Practical leader focuses on delivering tangible results. Builds key client and business relationships and an innate ability to influence. Master multi-tasker with the ability to effectively prioritize. Proven leader has led a diversified domain civil engineering projects. Some of which include the City of Chicago Streetscape Program and RCMA programs. Surveyed for the reconstruction of the Blue Line and completed an inventory for the CTA railing system. Provided inspection services for CDOT projects including street and roadway resurfacing and rehabilitation, storm and sanitary sewers. Handles various critical and challenging projects from design to implementation. Ensures that projects are fully executed in an efficient and effective manner. Utilizes engineering tools and techniques to assess project cost. OSHA 60 certified. Extensive city and village code knowledge. Extensive knowledge of the procurement process. Licensed Flagger. Experience Bobcat/Skid Steer and Machine Operator with more than 13 years experienced. Class A CDL Operator with clean record. Knowledge of properly rigging and securing trailer loads. Unlimited Licensed Roofer with extensive knowledge on all types of roof applications.

PROFESSIONAL EXPERIENCE

Avery & Pryor Construction — **Chicago, Illinois**
Owner President/Master Project Manager/Lead Estimator — **2009 – Present**

- 13 years' experience managing more than four construction crews daily. Leads safety meetings.
- Collaborates with city and local municipalities to secure permits and schedule permit inspections.
- Reviews and approves construction plans and contract agreements. Works with Engineers & Architects to eliminate errors in the construction plans. Creates RFP's, reviews bids, selects the most appropriate bidder. Plans and coordinates daily activities of subcontractors and in-house construction teams
- Monitors the project schedule and progress. Provides clear messaging to clients, staff and management to keep everyone on one accord. Research numerous vendors & negotiate the price of materials to keep the project on time and budget. Keeps daily inventory of material to prevent downtime.
- Manages and documents all field work. Tracks project quantities and checks/corrects project traffic control devices.

Notable Achievements: Studies product design, customer requirements, and performance standards to offer quality products and services. Completes technical studies and offers competitive costs.

DB Sterling Consultants — **Chicago, Illinois**
Civil/Field Engineer — **2007 – 2009**

- Supervised 12 project employees, including-in house, external contractors, and sub-contractors. Monitored field activities and prepared inspector daily reports. Oversaw field books and daily summaries.
- Inspected traffic control devices and inventories, created punch lists, managed system input into CDOT database and verifying the contractor's layout. Collaborated with process engineers for follow-up and evaluation. Presented reports and on trial materials according to designated schedules.
- Attended meetings and discussed project details with clients, contractors, asset owners and stakeholders. Performed drafting according to specifications. Ensured compliance with all project QA procedures.
- Managed all field work for General Contractor. Worked closely with Architects and clients to create desired projects
- Coordinated personnel, ordered supplies, overall quality contract for project completion
- Mastered construction managing, scheduling and procedure
- Planned, directed and prepared project documentation, such as engineering drawings, production specifications and schedules, and contract modifications, to ensure customer contract requirements were met.

COMPETENCIES

- Advising
- Agile Supervision
- Community Outreach
- Conflict Resolution
- Construction Sequences
- Construction Techniques
- Critical Thinking
- Customer Service
- Data Center Best Practices
- Data Entry
- Database Management
- Donor Cultivation
- EGordian
- Employment Search
- Event Coordination
- Event Planning
- Facility Operations
- HAZMAT Training
- Human Resource Management
- Inventory Management/Track
- LCP Tracker
- LEED Certified Properties Management
- Mailroom Operations
- Management of Technically Skilled Vendors
- Mechanical/Electrical Emergency Systems
- Mentoring
- Microsoft Office Excel
- Microsoft Office Word
- Microsoft PowerPoint
- Networking
- Operations Management
- OSHA Regulations
- Preventive Maintenance Programs
- Procedure Creation
- Program Development
- Project Management
- Public Speaking
- QuickBooks Accounting Software
- Record Keeping
- Regional Facilities Management
- Regulatory Agency Requirements
- SAP Business Warehouse Reporting
- Training/Teaching

- Reviewed contracts to determine documentation required for each phase of project, applying knowledge of engineering and manufacturing processes Engineer/Documentation Engineer
- Engaged in site layout, cost estimating, construction planning, scheduling, material procurement, quality control and job site safety
- Assisted in the preparation of final records for the project, including as-builts Performed quantity tracking (including calculations) and cost coding for purposes of productivity analysis and accurate job cost forecasting
- Responsibilities included organizing blueprints, surveying, leveling L-Line tracks using sophisticated leveling techniques, import survey data into the AutoCAD format. **(cont'd)**
- Spearheaded the design and construction of the 2006 Bus Rodeo course.

Notable Achievements: Worked on large custom residential and commercial construction projects. Learned utilities, foundations, framing, concrete and finish carpentry. Assisted skilled workers with construction projects in all phases.

MANAGEMENT PROJECTS

Chicago Housing Authority

- Wrought Iron Fence Repairs Various Locations
- Mary Hartwell-Concrete Repairs Various Locations
- Job Order Contracting Various Locations
- Dearborn Homes Snow Removal
- Various General Contracting Projects and Services

City of Chicago Department of Transportation

- 37th/Racine Industrial St. Streetscape Program
- Residential Concrete & Miscellaneous Asphalt Program
- Congress Parkway Improvement Project

Illinois Department of Transportation

- Naperville-Route 59 Diamond Interchange Project
- Calumet City-Sibley Blvd Resurfacing Project Torrence Ave to State Line
- The Village of Skokie Traffic Signal Modernization Project Various Locations
- The Village of Schaumburg Traffic Signal Modernization Project Various Locations

COMMUNITY ENGAGEMENT

- Provide Math and Science tutoring for high school students.
- Board of a local nonprofit for feeding and housing seniors.
- Donates time and clothes to local students in a Back-to-School programs.
- Organize events and activities for Austin communities.
- Kappa Alpha Psi, Incorporated
- Donates clothes and toys to the homeless and to fatherless children.
- Christmas toy drive for children of incarcerated individuals.
- Building a community training program construction and logistic skills.

EDUCATION

University of Illinois at Chicago, Chicago, Illinois
Bachelor of Science (Economics)
Obtained: 2006

University of Illinois at Chicago, Chicago, Illinois
Bachelor of Science (Civil Engineering)
Attended: 2002 – 2006

Southern Illinois University/Carbondale, Carbondale, Illinois
Bachelor of Science (Engineering)
Attended: 2000 – 2002

VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, IL 60153 - www.Maywood-IL.org

The National League of Cities conference was a great opportunity to share and learn best practices that affect all 19K+ cities, towns, and villages across the nation. As a member for the Board of Directors it was an honor to discuss new and/or continued Federal Advocacy on Finance Administration and Intergovernmental Relations (FAIR), Energy, Environment and Natural Resources (EENR), Community and Economic Development (CED), Human Development (HD), Transportation and Infrastructure Services (TIS), Public Safety and Crime Prevention (PSCP), and Information Technology and Communications (ITC).

As Board Liaison to Council for Youth, Education, and Families (YEF), it is always so exciting to hear from our youth leaders of today who will lead tomorrow's future. A REAL Council member, we launched our inaugural Racial Equity And Leadership (REAL) Institute. As Executive Board Treasurer for National Black Caucus of Local Elected Officials (NBC-LEO), it is an honor to serve under this year's theme of S.E.E.-Black. We will focus on Service, Education, and Economics (SEE) as we intentionally move forward on Black, underserved, and others disadvantaged by their race or zip code. I was honored to receive the Black Excellence Award from NBC-LEO and look forward to continuing to serve our board. It is always great to also learn more as a First Tier Suburbs Council member.

Thank you outgoing President Union City Mayor Vince Williams for your leadership, mentorship, development, and support. Thank you, NBC-LEO, outgoing President Council Lady Sharon W. Hurt for your drive, intentional actions, love, and commitment. Welcome President and Mayor Victoria Woodards and NBC-LEO President Aaron B. Banks, Councilman Ward 6 - Jackson, MS. Looking forward to assisting in all ways possible on moving us forward.

Respectfully,

Nathaniel George Booker

Mayor Nathaniel George Booker

VILLAGE PRESIDENT, Mayor Nathaniel George Booker
BOARD OF TRUSTEES
Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, Melvin Lightford, Aaron Peppers, Isiah Brandon
VILLAGE CLERK, Gwaine Dianne Williams **ACTING VILLAGE MANAGER**, James Krischke

VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, IL 60153 - www.Maywood-IL.org

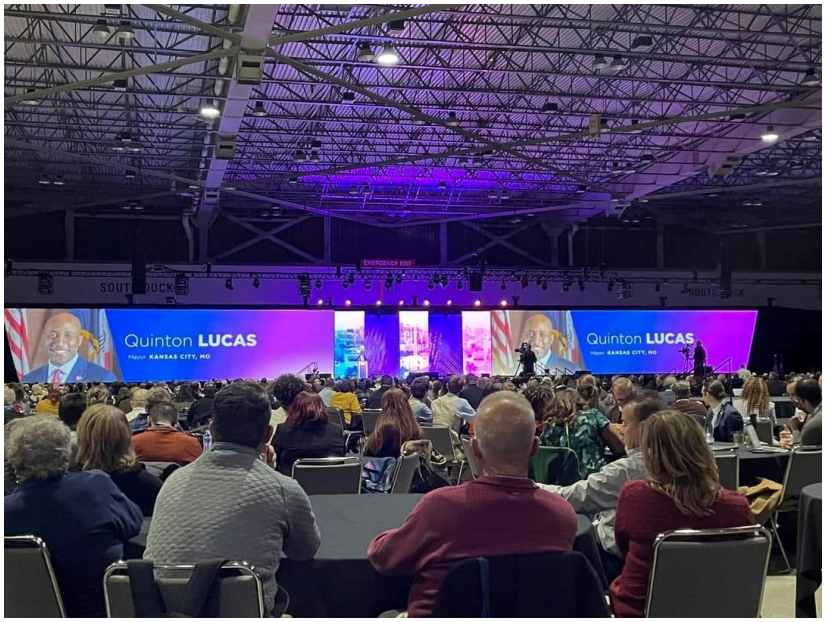


VILLAGE PRESIDENT, Mayor Nathaniel George Booker
BOARD OF TRUSTEES
Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, Melvin Lightford, Aaron Peppers, Isiah Brandon
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VILLAGE OF MAYWOOD

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VILLAGE PRESIDENT, Mayor Nathaniel George Booker
BOARD OF TRUSTEES
Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, Melvin Lightford, Aaron Peppers, Isiah Brandon
VILLAGE CLERK, Gwaine Dianne Williams **ACTING VILLAGE MANAGER**, James Krischke

Village of Maywood

Memo

To: Jim Krischke, Mayor Nathaniel G. Booker, Village Board

From: James Ellexson

Date: December 1, 2022

Re: Maywood Summary of Employee Handbook and Policies Updates

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Maywood Summary of Employee Handbook and Policies Updates

Purpose: An employee handbook is written with employees as the intended audience. It is most often written using a straightforward layout for easy referencing of company policies and procedures and is a vehicle for familiarizing employees with basic organizational policies and benefit programs, as well as the general expectations of the organization, including acceptable and unacceptable behavior and disciplinary measures.

A policies and procedures manual (Policies) is a comprehensive text that details every aspect of organizational policy, the procedures for following those policies and the forms needed to complete each process. A policies and procedures manual is a reference tool for managers and supervisors. This tool is much more complete in detail than the employee handbook and should be used for back-up when more information is needed to explain a policy or when a deeper understanding of a process is desired. As a benefit to leadership, the manual can contain references to federal and state laws that correlate to each policy. Managers and supervisors then have access to the rationale for the policies, thus providing them with assistance for enforcement.

Update to Handbook Sections:

- *Attendance*
- *General Rules of Employment*
- *Internet/Email/social media*
- *Access to Employee Records*
- *At Will*
  License/Registration/Certifications
- *Direct Deposit*
- *School Visitation*
- *Workers Comp*
- *Personal Days*

These sections have been added to the handbook for legal purposes and best practices. They address missing sections that cover regulatory requirements, hold employees accountable, help us be fair and identify anomalies and build trust, which in turn, builds a stronger culture.

Sections Omitted:

- *Employee Suggestion Program (Program discontinued)*
- *Union Association (Redundant- in contracts)*
- *Death of an Employee - (Not Relevant)*
- *Credit Card Use (Redundant - covered in another section)*
- *Workforce Reduction - (Covered in contracts - others are employment at will)*
- *False Claims Act - (This is a law)*
- *Record Retention (Laws and Best Practices around this - irrelevant)*

The handbook was also re-formatted to make it easier to navigate and find sections to refer to later if need be.

Policies

Best practice is to have separate policies that may be mentioned in the handbook. This gives us the opportunity to put in process and procedure and expound on that policy. The handbook should be a reference for the employee and the Policy is the more in-depth guidelines regarding that situation. With the help from our legal team, I have created separate policies to help protect the organization and ensure that we act in a fair and consistent manner.

HR 100 Harassment
HR 105 Drug Free Workplace
HR 110 Email
HR 115 Whistleblowers Protection
HR 120 Reasonable Suspicion
HR 300 Equal Employment Opportunity
HR 305 ADA
HR 310 Licensing and Certification
HR 400 FMLA
HR 500 Search Inspection
HR 505 Weapons Free
HR 510 Workplace Violence
HR 515 Use of Property
HR 520 Worker's Comp
HR 600 HIPAA

More policies may be added as we move forward. These were the done on the importance level base of HR and Legal advice.

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

mtjurusik@ktjlaw.com
DD 312-984-6432

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

MEMORANDUM

TO: **Mayor Nathaniel Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik and Daniel W. Bourgault**
DATE: **November 30, 2022**
RE: **Examples of Digital – Electronic Signage Regulations**

Per the direction of Mayor Booker and the Village Board of Trustees, we have enclosed the following examples of digital – electronic signage regulations from other nearby Illinois municipalities relative to electronic reader board signs, also known as digital message board signs, for review and consideration by the Board as it begins its evaluation of these types of regulations:

1. Oak Park Electronic Signage Regulations
2. City of Aurora Electronic Signage Regulations
3. City of Northbrook Electronic Signage Regulations
4. Village of Westchester Electronic Signage Regulations

Following review and direction from the Board, KTJ and Village staff can move forward in crafting code amendments relative to such signs within the Village.

If you have any questions, please contact me.

Mike and Dan

Enclosures
cc. Gwaine Dianne Williams, Village Clerk (w/encls.)
James Krischke, Acting Village Manager (w/encls.)
Angela Smith, Director of Community Development (w/ encls.)
Michele Kitch, Village Planner (w/encls.)
Michael A. Marrs, KTJ (w/encls.)

SAMPLE ELECTRONIC SIGNAGE REGULATIONS

VILLAGE OF OAK PARK:

7-7-16: ELECTRONIC SIGN CONSTRUCTION AND DESIGN STANDARDS:

Electronic display screens are permitted in the Downtown and Neighborhood Commercial Sign Overlay Districts only. Electronic message signs are prohibited. Electronic display screens must comply with the following:

1. Electronic display screens are limited to six (6) square feet.

2. Electronic display screens must be mounted such that the highest portion of the sign is no higher than seven (7) feet above grade and shall not cover prominent architectural features. Electronic display screens that are mounted on, in front of, or inside transparent window areas shall be included in the calculation of window sign area.

3. Electronic display screens are permitted as wall or window signs only.

a. When an electronic display screen is used as a window sign, the electronic display screen shall be included in the twenty-five percent (25%) window sign area maximum for permanent window signs.

b. When an electronic display screen is used as a wall sign, the electronic display screen shall be included in the maximum permitted amount of wall sign area.

4. Only one (1) electronic display screen is permitted per zoning lot.

5. No electronic display screen shall display messages or images of off-premises advertising.

6. Each message or image displayed on an electronic display screen must be static or depicted for a minimum of eight (8) seconds. Animation, streaming video and images which move or give the appearance of movement are prohibited. No text message may blink, flash or mimic strobe-lighting effects.

7. No illumination from any electronic display screen may glare into any residential premises or interfere with the safe movement of motor vehicles on public thoroughfares.

8. No electronic display screens may have audio speakers or any audio component.

9. Electronic display screens must comply with the light trespass requirements of Section

CITY OF AURORA

Section 41-15. Digital Message Boards

(a) License required: In order to construct, operate or alter a sign with a digital message board, the sign owner or operator shall first obtain a license and pay the annual licensing fee pursuant to section 25-291. Failure to comply with license requirements may result in penalties, fees, suspension or revocation of the license.

(b) Location: Digital message boards are only permitted as an integral part of the design of ground signs, excluding subdivision signs, and shall only be permitted on the bottom or the right side of the sign.

(c) Number: One (1) digital message board is allowed per street frontage on the property, up to a maximum of two (2) digital message boards per property.

(d) Area: The digital message board shall not constitute more than fifty (50) percent of the area of such sign and includes any other electronic message.

(e) Dwell time: The digital message must remain static (no animations or full motion video) for a minimum of ten (10) seconds and the transition from one message to another shall be instantaneous. No portion of the message may blink, flash, scroll, or change in illumination intensity.

(f) No speakers or other audio systems shall be attached to the digital message board, and no audio presentations shall emanate from the digital message board.

(g) The addition of any digital message board to a nonconforming sign is prohibited.

(h) No digital message board shall be illuminated by any exposed tubes or bulbs, strobe or incandescent lamp or floodlights, nor shall any digital message board incorporate any reflective device.

(i) All digital message boards shall have automatic dimmer software or solar sensors to automatically adjust the illumination of the sign as the ambient light changes throughout the day and at no time shall a digital message board exceed a brightness level of three tenths (0.3) foot candles over ambient levels as measured using a foot candle meter. Light measurements shall be taken with the meter aimed directly at the sign face, or at the area of the digital message board emitting the brightest light if that area is not the sign face, at the following distances:

1. A digital message board that is zero (0) to one hundred (100) square feet in area shall be measured one hundred (100) feet from the area being measured; and

2. A digital message board that is over one hundred (100) square feet in area shall be measured one hundred and fifty (150) feet from the area being measured.

CITY OF NORTHBROOK

b) Business Signs, in the OS, ICS, I-1, I-2 and IB districts; provided, however, that business signs with electronic message board displays shall be allowed only (i) upon the issuance of a special permit pursuant to Section 11-602 of this Code; (ii) in the I1 district; (iii) on a zoning lot abutting the right-of-way of the I-94 Edens Spur, and (iv) subject to the following conditions:

1) An electronic message board display may display multi-color images, including text, and may change the displayed image by intermittent lighting changes, provided that that such changes shall not exceed one (1) change every ten (10) seconds. The displayed image shall not flash.

2) All business signs must comply with the general standards for illumination set forth in subparagraph 9-106 D(1) of this Code; provided, however, that hours of operation of the electronic message board display shall not extend beyond 7:00 AM to 11:00 PM, regardless of the hours of operation of the business on the premises on which the sign is located.

3) Images on an electronic message board display shall be limited to a text description, photograph or graphic representation of, or product icons or logos for, a commodity, service, or entertainment sold, offered or manufactured by the business on the premises on which the sign islocated.

4) A business sign with an electronic message board display shall be either a ground sign or a pylon sign and shall be designed with landscaping around the sign base.

5) A business sign with an electronic message board display shall be located along that portion of a zoning lot that is within 30 feet of the rightof-way of the I-94 Edens Spur.

6) No more than one business sign with an electronic message board display shall be permitted on a single zoning lot irrespective of the number of businesses that may be located on that lot.

7) No business sign with an electronic message board display shall be located within 1,000 lineal feet of any other business sign with an electronic message board display.

8) No business sign with an electronic message board display shall be located within 350 feet of a dwelling.

9) Business signs with an electronic message board display must satisfy all Illinois Department of Transportation (IDOT) requirements and regulations for outdoor advertising.

VILLAGE OF WESTCHESTER:

(v)Changeable Copy Signs.

(1)Manual changeable copy signs. No more than one (1) such sign shall be permitted for each zoning lot. Changeable copy consisting of four (4) lines is allowed. The changeable copy surface area shall be included in the total surface area allowed.

(2)Electronic message board signs. The use of electronic message board signs are subject to the following regulations and restrictions, in addition to the other applicable regulations and restrictions contained in this Chapter:

(i)Electronic message board signs are allowed in residential districts for institutional, governmental and religious uses only, and only after approval of a special use as provided in the Village of Westchester Zoning Ordinance. Electronic message board sign messages for institutional, governmental and religious uses may advertise the use located on the premises, and may advertise community events within the village.

(ii)The electronic message board component of a sign shall comprise no more than forty percent (40%) of the sign's total allowable sign surface area.

(iii)An electronic message board sign must be accessory to the primary sign for the premises. The electronic message board sign must be mounted or located below the primary business/location identification sign area.

(iv)Restrictions on display of messages.

Electronic message board signs shall not contain messages with flashing, animation, illusion of movement or similar displays.

Alpha-numeric characters only are allowed; graphics are prohibited.

Graphics are allowed as static display. Moving graphics are prohibited.

Messages must instantaneously change; transition effects are prohibited.

Messages cannot change more than once every ten (10) seconds.

The sign shall comply with the illumination regulations set forth in Sub-subsection (1), of Subsection (e), of Section 18.58.050 of this Chapter.

Background colors or displays shall be allowed to change only when the message changes.

The sign module must include dimmer controls which can be adjusted to meet village light emission standards. Proof of such sign module controls must be presented at the time of permit application.

Park Warehouse LLC
7495 W. Atlantic Ave., Suite #200-294
Delray Beach, FL 33446
888-321-5334

Quality Commercial Site Furnishings for Municipalities, Schools & Property Managers

Billing
Lonette Hall
TBD
Maywood, IL 60153
Phone: 708-344-4740 ext 1

Shipping
Lonette Hall
TBD
Maywood, IL 60153

Quote: Q263202

Quote Date
November 1, 2022

Quote Expiration
14 Days (11/15/2022)

Sales Rep: Rosealee x521
Ref#:

$16,234.38
If you receive a lower quote, please remember our best price guarantee!

Description	SKU	Cost	Qty	Total
Expert Dog Park Agility Course Kit **Color :** Natural; Green/ Beige	622dp195-1	~~$16,642.00~~ $14,977.80	1	~~$16,642.00~~ $14,977.80

Discount	***$1,664.20***
Subtotal	$14,977.80
Shipping	$1,256.58
Total	$16,234.38

Quote Note: lead time is 10 weeks to ship out

Park Warehouse LLC
7495 W. Atlantic Ave., Suite #200-294
Delray Beach, FL 33446
888-321-5334

Quality Commercial Site Furnishings for Municipalities, Schools & Property Managers

SHIPPING:
All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday.
- Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route.
- The truck driver is under no obligation to help you unload.
- If you are unable to accept a shipment via this method you must purchase additional services.

(**Additional Services Available:** Residential Delivery, Limited Access Delivery, Liftgate Service, Inside Delivery, Construction Site Delivery, Notify Before Delivery) **Customer Initials**

SERVICE DISCREPENCIES:
If there is a discrepancy in the services requested and the minimum services required to deliver the product (either before or after delivery of product), Park Warehouse reserves the right to charge the customer for any necessary additional services provided at the time of delivery. **Customer Initials**

INSPECTION OF SHIPMENTS (OR DAMAGED PRODUCT):
It is the customers responsibility to verify the delivery is for the correct product, count the number of pieces being delivered, and inspect for damages
- All claims of damage MUST be recorded on the delivery receipt provided by the delivery driver at the time of delivery and reported to us within 48 hours of delivery.
- Park Warehouse does NOT GUARANTEE replacement parts or product FREE of charge due to concealed or unreported damages **Customer Initials**

CANCELLATIONS:
All cancellations must be done in writing prior to shipping. Made-to-Order items already in production may not be cancelled. Any order placed by credit card in excess of $1000 and cancelled after the close of business on the day the order was placed shall incur a fee of 5%. **Customer Initials**

RETURNS:
- We will accept returns of unused products up to 30 days from shipping date subject to ALL of the following terms and conditions:
- Written approval: You must receive written approval and utilize the instructions issued by our Customer Service Department before any merchandise can be returned.
- Shipping Returns: All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
- Re-Stocking & Shipping Fees: The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded. **Customer Initials**

* Web-Orders: For online orders, Park Warehouse is not responsible if customer orders incorrect product or colors. All return and restock fees apply.
* Assembly Usually Required. Many of our products are shipped unassembled in order to minimize damage and lower freight charges.
*** Made-to-Order or Personalized items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.**
*** Unless Otherwise noted, shipping charges include standard delivery only. Liftgate service, notify before delivery available at additional cost.**

*** Ship date will be emailed to you. Ship dates are based on raw material availability and production time and can fluctuate. We appreciate your patience as we are fulfilling orders as quickly as possible. AND NOTE- DUE TO FLUCTUATIONS AND UNCERTAINTY OF RAW MATERIAL COSTS, THIS QUOTE IS VALID FOR 14 DAYS ONLY. ANY LEAD TIMES QUOTED ARE ESTIMATES AND MAY CHANGE DUE TO VOLATILITY AND DEMAND OF RAW MATERIALS.**

* Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal, please sign below and initial each section above.

Signature of Authorized Person | Date | Print Name

*** By signing you are placing a binding order and agree to the terms of the sale as stated herein.**

Quote#:	Q263202
Total:	$16,234.38
Terms:	Credit Card

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/04/2022
Quote #
162551-01-02

Conner Heise Park - Option 2

Maywood Park District
Attn: Lonette Hall
921 South 9th Avenue
Maywood, IL 60153
lhall@maywoodparkdistrict-il.org

Ship to Zip 60153

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PT20012 Wandering Melody *[Basic:_____]* *[Accent:_____]* *[Deck:Pvc:_____]* *[Deck:Pvc:_____]* *[Roto Plastic:_____]* *[2 Color HDPE:_____]* *[Tube:_____]* *[Roto Plastic:_____]* *[Uni Plastic:_____]* *[Arch:_____]* *[Roof:_____]* *[Roof 2:_____]* *[Basic:_____]* *[HDPE:_____]*	$39,544.00	$39,544.00
		(3) 12009 – 3 1/2"Uprt Ass'Y Alum 6'		
		(1) 12023 – 3 1/2" Uprt Ass'Y Alum 8'		
		(2) 12025 – 3 1/2" Uprt Ass'Y Alum 10'		
		(7) 12069 – 3 1/2"Uprt Ass'Y Alum 14'		
		(4) 12077 -- 3 1/2" Uprt Ass'Y Alum 15'		
		(1) 12224 -- 1'-6"/2'"S"Rev Horiz Loop		
		(3) 18200 – 36" Sq Punched Deck P/T 1.3125		
		(1) 18337 – 36" Tri Transfer Platform		
		(1) 18679 – Bongos		
		(1) 18689 – Hand Cycler		
		(1) 18766 -- Fun Seat 36"		
		(4) 18832 -- Umbra Roof Extemsion 2'		
		(1) 19005 – Transfer System W/Barrier (2' Rise)		
		(1) 19084 -- Ashiko		
		(1) 19085 – Djembe		
		(1) 19086 -- Ganza		
		(1) 19287 -- River Rock Climber		
		(1) 19362 – 3'-6"/4'-0" Zip Swerve Slide Left		
		(1) 19456 – Bells Panel (Roto)		
		(1) 19484 – 360 Spiral Slide 6' w/roto hood		
		(1) 19673 -- Erratic Climber (Metal) 5'6"-6'6"		
		(1) 19752 – Traverse Climber		

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/04/2022
Quote #
162551-01-02

Conner Heise Park - Option 2

Quantity	Part #	Description	Unit Price	Amount
		(3) 19757 -- Umbra Square Roof		
		(12) 19762 -- Umbra Roof Plug		
		(1) 19807 -- Ripple Pass		
		(1) G12069 -- 3 1/2"Uprt Ass'Y Galv 14'		
1	18826	GameTime - Primetime Swing 3 1/2" X 8' *[Basic:_____]*	$1,416.00	$1,416.00
2	18827	GameTime - Primetime Swing Add A Bay 3 1/2" X 8' *[Basic:_____]*	$876.00	$1,752.00
4	8910	GameTime - Belt Seat 3 1/2"Od(8910)	$288.00	$1,152.00
2	8696	GameTime - Encl Seat 3 1/2"(8696)	$359.00	$718.00
1	178749	GameTime - Owner's Kit	$66.00	$66.00
1	2022 GT-Grant	MISC - 2022 Matching Funds Grant- **Grant Rules and Limitations:** **To qualify for up to 100% matching grant**, list price of the qualifying playground system must exceed $75,000, and **payment in full must accompany your order**. For play systems with a list price of less than $75,000 and greater than $25,000 with payment in full, GameTime playground grants are available with matching funds up to 75%. For play systems that exceed $25,000, and purchased with credit terms, matching funds are available up to 60%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, IONiX®, and select Modern City PlayLab® systems only. THRIVE (up to $7,000), GTfit (up to $7,000), and Challenge Course (up to $25,000) are also eligible for funding from GameTime. Modern City freestanding structures, VistaRope, freestanding net structures, Altus and Spire Towers, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for a GameTime grant. **Orders accepted by GameTime must ship by December 30, 2022. GameTime will accept grant orders until November 1, 2022, or until all eligible funds are disbursed, whichever comes first.** GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2022 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Material surcharges apply.		
			Sub Total	$44,648.00
			Grant	($16,947.00)
			Material Surcharge	$6,291.17
			Freight	$3,624.11
			Total	**$37,616.28**

Comments

- *Materials only quotation. Price does not include unloading, installation, or safety surfacing.*
- **Pricing requires check payment in full with order. Check made payable to GameTime.**

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/04/2022
Quote #
162551-01-02

Conner Heise Park - Option 2

GAMETIME - TERMS & CONDITIONS:

- **PRICING: Due to volitile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.**
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than $5,000.

  Payment by VISA, MasterCard, or AMEX is accepted **(If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.)**. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/04/2022
Quote #
162551-01-02

Conner Heise Park - Option 2

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **$37,616.28**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

_____ _____

Salesperson's Signature Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

FIRE DEPARTMENT MEMORANDUM

Date: **November 7, 2022**

To: Office of the Village Manager

From: Office of the Fire Chief

Re: **Proposed Furnace Replacement for Fire Station No. 2**

For the last several years (approximately 10 years), the Basement Furnace at Fire Station No 2 has been operating poorly. There have been attempts over this time period to get this unit back to properly operating. However, these efforts have come up short. A recent inspection of the unit by a few service companies have all stated that the furnace will never work effectively and needs to be replaced. Attached are three quotes to include entire work of removal, disposal and the installation of a new furnace for this area in the Fire Station. The basement of the fire station is used by on duty personnel as living quarters, working out in the designated exercise area, the laundry area as well as space for vital stored and operating phone and radio transmission equipment. Of the three recommendations submitted, Supreme Heating LLC is being recommended for this job because their quote was the least expensive. Please consider this item to be added to the next Village Board of Trustees Meeting Agenda for approval.

Thank you for consideration.

C C: File

ESTIMATE

SUPREME
HEATING LLC

Prepared For

Craig Bronaugh
1220 S 17th Ave
Maywood , Il 60153
(708) 257-5794

Supreme Hvac

2614 E 77th St
Chicago, Illinois 60649
Phone: (773) 269-7527
Email: supremeheating878@icloud.com

Estimate #	84
Date	11/03/2022

Description

mini split installation

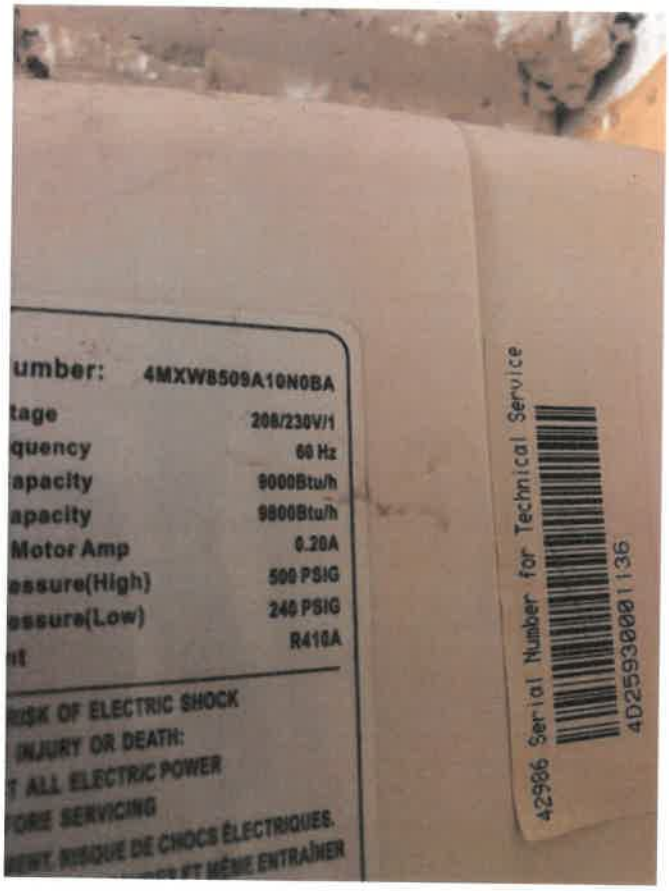
1 Daikin 2 ton heat pump
2 Daikin lv series wall mount indoor unit 12000 btus

Subtotal	$9,325.46
Total	**$9,325.46**

Notes:

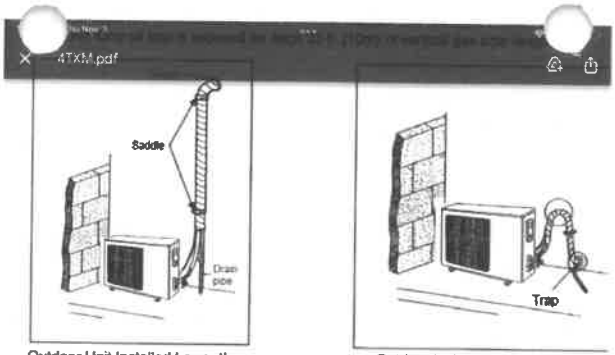
5 year warranty on labor




umber: 4MXW8509A10N0BA
tage 208/230V/1
quency 60 Hz
apacity 9000Btu/h
apacity 9800Btu/h
Motor Amp 0.20A
essure(High) 500 PSIG
essure(Low) 240 PSIG
R410A
ISK OF ELECTRIC SHOCK
INJURY OR DEATH:
T ALL ELECTRIC POWER
ORE SERVICING
42986 Serial Number for Technical Service
4D25930001136




ature before
this unit
R-410A
COMPRESSEUR
la littérature pour ce produit
installation ou l'entretien de
cette unité

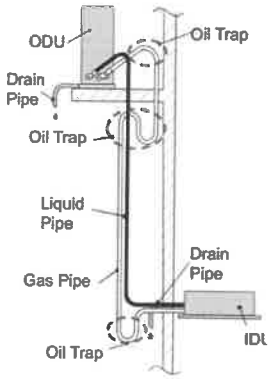


Outdoor Unit Installed Lower than Indoor Unit

Outdoor Unit Installed Higher than Indoor Unit

If the outdoor unit is installed higher than the indoor unit:

1. Taping should be done from the lower to the upper part. Do not wrap too tightly to avoid compression of the insulation, which would reduce the effectiveness.
2. All pipes are bound and taped together and also should be trapped to prevent water from returning to the room.
3. Secure all pipes to the wall with saddles.
4. NOTE: Oil traps are sometimes needed when the outdoor unit is installed higher than the indoor unit. An oil trap is needed for each 20 ft. (6m) of vertical rise on the gas pipe.



By signing this document, the customer agrees to the services and conditions outlined in this document.

Attn:

Bid

Bicycle Heating & Air
365 Illinois Blvd
Hoffman Estates Il, 60169

Date:
9-19-2022

Salesperson	Job	Payment Terms	
Shad Johnson	~~Fire house~~ 2		

Qty		Description	Unit Price	Line Total
		Installation of new heating & cooling minisplit for basment of Fire house 2. **New installed condenser installed on roof with one 12000 evap and 18000 evap install in same locations in basement** **To start job need 5000** **Then rest of reminder once job is complete** **Length of job should take 3 days**		9750
			Subtotal	
			Total	$9750

Make all checks payable to ***Bicycle Heating & Air***

If you have any questions concerning this invoice, contact Shad Johnson | 224-239-3990 | ***BicycleHeatingAir@Gmail.com*** Thank you for your business!

Thank you for your business!Bicycle Heating & Air Inc. 365 Illinois Blvd, Hoffman Estates Il

Bicycleheatingair@gmail.com

ARS RESCUE ROOTER

AMERICAN RESIDENTIAL SERVICES
731 District Drive • Itasca, IL 60143
(630) 438-6900

DATE 11/4/2022

Name Maywood Fire Department Phone 708-257-5794
Address 1220 S 17th Ave Job Name SO# 11113483
City Maywood State IL Zip 60153 Job Location

OPTION 1

MANUFACTURER	INDOOR UNITS	AFUE		BTU	TOTAL PRICE
CARRIER	(2) 40MPH	N/A %	☐ 1-Stage ☐ 2-Stage ☑ Variable Speed	9K, 12K	
MANUFACTURER	**OUTDOOR UNIT**	**SEER**		**TON**	**TOTAL PRICE**
CARRIER	(1) 38MGR	23	☐ 1-Stage ☐ 2-Stage	2.0	

AIR CLEANER	UV LIGHT	HUMIDIFIER	HOT WATER HEATER
----	----	----	----

Warranty Parts 10 Yrs. Labor 1 Yrs. Heat Exchanger N/A Yrs. AHRI #

SYSTEM PRICE 16293
DEDUCTIONS -5,702 First Responders Discount
REBATES/ COUPONS N/A
TOTAL INVESTMENT $ 10,590

OPTION 2

MANUFACTURER	FURNACE	AFUE		BTU	TOTAL PRICE
		%	☐ 1-Stage ☐ 2-Stage ☐ Variable Speed		
MANUFACTURER	**AIR CONDITIONER**	**SEER**		**TON**	**TOTAL PRICE**
			☐ 1-Stage ☐ 2-Stage		

AIR CLEANER	UV LIGHT	HUMIDIFIER	HOT WATER HEATER

Furnace Warranty Parts ____ Yrs. Labor ____ Yrs. Heat Exchanger ____ Yrs. AHRI #
A/C Warranty Parts ____ Yrs. Labor ____ Yrs. Compressor ____ Yrs.

SYSTEM PRICE
DEDUCTIONS
REBATES/ COUPONS
TOTAL INVESTMENT $

OPTION 3

MANUFACTURER	FURNACE	AFUE		BTU	TOTAL PRICE
		%	☐ 1-Stage ☐ 2-Stage ☐ Variable Speed		
MANUFACTURER	**AIR CONDITIONER**	**SEER**		**TON**	**TOTAL PRICE**
			☐ 1-Stage ☐ 2-Stage		

AIR CLEANER	UV LIGHT	HUMIDIFIER	HOT WATER HEATER

Furnace Warranty Parts ____ Yrs. Labor ____ Yrs. Heat Exchanger ____ Yrs. AHRI #
A/C Warranty Parts ____ Yrs. Labor ____ Yrs. Compressor ____ Yrs.

SYSTEM PRICE
DEDUCTIONS
REBATES/ COUPONS
TOTAL INVESTMENT $

SCOPE OF WORK

- ☑ Removal and Disposal of Existing Equipment
- ☐ New Evaporator Coil
- ☑ New Condenser Pad
- ☐ Vibration Isolation Pads
- ☐ Refrigerant Recovery per EPA
- ☐ New Copper Refrigeration Lines
- ☑ Flush Existing Refrigeration Lines
- ☐ Weatherproof 60 amp Disconnect Box
- ☑ Electrical Whip
- ☐ Gas Pipe Hook-up & Safety Shut Off
- ☐ PVC Flue Pipe
- ☑ New Programmable Thermostat
- ☑ New Condensate Drain
- ☐ Supply Plenum Transition
- ☐ Return Plenum Transition
- ☐ New Return Drop Ductwork
- ☐ New Filter Rack
- ☐ New Condensate Pump
- ☐ Chimney Liner
- ☑ All work performed per local codes
- ☑ Permit Included, if required
- ☐ _____
- ☐ _____
- ☐ _____

☑ 100% UNCONDITIONAL MONEY-BACK GUARANTEE

If, for any reason, within one year of the date of the original invoice, you are not 100% satisfied with your equipment / fixtures, we will either "make it right" or we will remove the equipment / fixtures and cheerfully refund 100% of your money.

☑ 24-HOUR SERVICE GUARANTEE

If your comfort system fails for any reason within one year of the date of the original invoice, we promise to restore your comfort for free within 24 hours of your call. If we fail to do so, not only will we fix it for free, but we will also write you a check for $555.

☑ HOME PROTECTION GUARANTEE

While working in your home, you can expect our professional installation and service technicians to protect your home and property. We promise that: If we dirty it, we'll clean it. If we damage it, we'll replace or repair it. And, we'll utilize drug tested and criminally background checked installation and service technicians in your home.

☑ COMFORT GUARANTEE

If, within one year of the date of the original invoice, your system does not perform to within 1 degree of the designed temperature setting we have stated at your electronic thermostat, we will redesign the system(s) at no cost to you to achieve the desired comfort level.

TERMS

TOTAL AMOUNT DUE $ 10,590.00
ALL REBATES/COUPONS/PROMO OFFERS(S) ARE INCLUDED

INSTALL DATE: ____/____/____

Accepted by _____ Date ____/____/____ Proposed by Nader Zeidan

The purchaser agrees that in the event this contract is placed in the hands of an attorney for collection, to pay all attorney's fees and legal expenses incurred by ARS®/Rescue Rooter®.
This proposal is good for 30 days or while supplies last.

THE ABOVE AGREEMENT SHALL BE SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE OF THE FORM

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8378

TERMS AND CONDITIONS

COMPANY'S RESPONSIBILITY - Company shall do all work in a good and workmanlike manner and endeavor to render prompt and efficient service. Company warrants its work to be free from defects in material and workmanship for the warranty period, if any, set forth on the face hereof.

CUSTOMER'S RESPONSIBILITY - Customer will operate the equipment in accordance with the manufacturer's instructions and will ensure routine tune-ups and any special tune-ups listed in Customer's manual for the equipment, are performed including the cleaning of the condensate drain, the condenser, the evaporator coil, and the cleaning and replacement of air filters.

NON-PAYMENT - Interest in the amount of the highest legal rate will be assessed for the period of delinquency that is 60 days from the date on the reverse of this Agreement. Void where prohibited. In the event of non-payment, Customer agrees to pay all costs incurred for collections, not limited to attorneys' fees and court costs.

ELECTRONIC CHECK AUTHORIZATION - WHEN CUSTOMER ("YOU") PROVIDES A CHECK AS PAYMENT, YOU AUTHORIZE COMPANY ("US") TO USE INFORMATION FROM YOUR CHECK TO PROCESS A ONE-TIME ELECTRONIC FUNDS TRANSFER (EFT) OR DRAFT DRAWN FROM YOUR ACCOUNT, OR PROCESS THE PAYMENT AS A CHECK TRANSACTION. YOU ALSO AUTHORIZE US TO PROCESS CREDIT ADJUSTMENTS, IF APPLICABLE. IF YOUR PAYMENT IS RETURNED UNPAID, YOU AUTHORIZE US TO COLLECT YOUR PAYMENT AND THE MAXIMUM RETURN FEE AMOUNT ALLOWABLE BY STATE LAW.

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) - This Contractor carries commercial general liability insurance written by Liberty Mutual. You many call Liberty Mutual at 1-800-227-9887 ext. 346 to check the contractor's insurance coverage. Worker's Compensation Insurance - This Contractor carries worker's compensation insurance for all employees.

CORPORATE ADDRESS - 965 Ridge Lake Blvd., Ste. 201, Memphis, TN 38120; Tel (901) 271-9700

GUARANTEES

100% UNCONDITIONAL MONEY-BACK GUARANTEE™ - If, for any reason, within one year of the date of the original invoice, you are not 100% satisfied with your equipment/fixtures, we will either "make it right" or we will remove the equipment/fixtures and cheerfully refund 100% of your money.

COMFORT GUARANTEE™ - We promise that the system(s) we have installed in your home will keep you comfortable. If, within one year of the date of the original invoice, your system does not perform to within 1 degree of the designed temperature setting we have stated at your electronic thermostat, we will redesign the system(s) at no cost to you to achieve the desired comfort level.

24-HOUR SERVICE GUARANTEE™ - When you invest in a home comfort system from us, we guarantee your comfort today and in the future. If your comfort system fails for any reason within one year of the date of the original invoice, we promise to restore your comfort for free within 24 hours of your call. If we fail to do so, not only will we fix it for free, but we will also write you a check for $555.

At any time in the future, as long as you own your system and we perform your routine maintenance, we will arrange for you to stay in a hotel for free of charge if we are unable to repair your system and restore your comfort within 24 hours of our arrival.

HOME PROTECTION GUARANTEE™ - While working in your home, you can expect our professional installation and service technicians to protect your home and property. We promise that:

- *We will protect your home by wearing floor protectors and using drop cloths and hall runners.*
- *If we ever damage your plants, lawn, flower beds or anything else on your property, we will promptly restore them free of charge.*
- *If we ever damage your walls or doors, we will promptly repair them free of charge.*
- *We will never play loud music, use foul language, use tobacco, or smoke in your home.*
- *We will never drink alcoholic beverages on or near your property.*
- *We will never leave a mess behind - we'll only leave good feelings.*

Simply stated: If we dirty it, we'll clean it. If we damage it, we'll replace or repair it. And, we'll utilize drug tested and criminally background checked installation and service technicians in your home.

Outlook Search CM

Home View

New mail Delete

Reminders Dismiss all

Canceled: CAPITAL TEAM ... 1 hour ago
1:30 PM Executive Conference Room

Furnace Estimate Efforts

Text Message
Yesterday 11:49 AM

Good day,

Can you please advise me of the purpose of your call?

This is Nader from ARS Heating and Cooling. I'm the comfort advisor coming out to give you an estimate on a new rooftop unit.

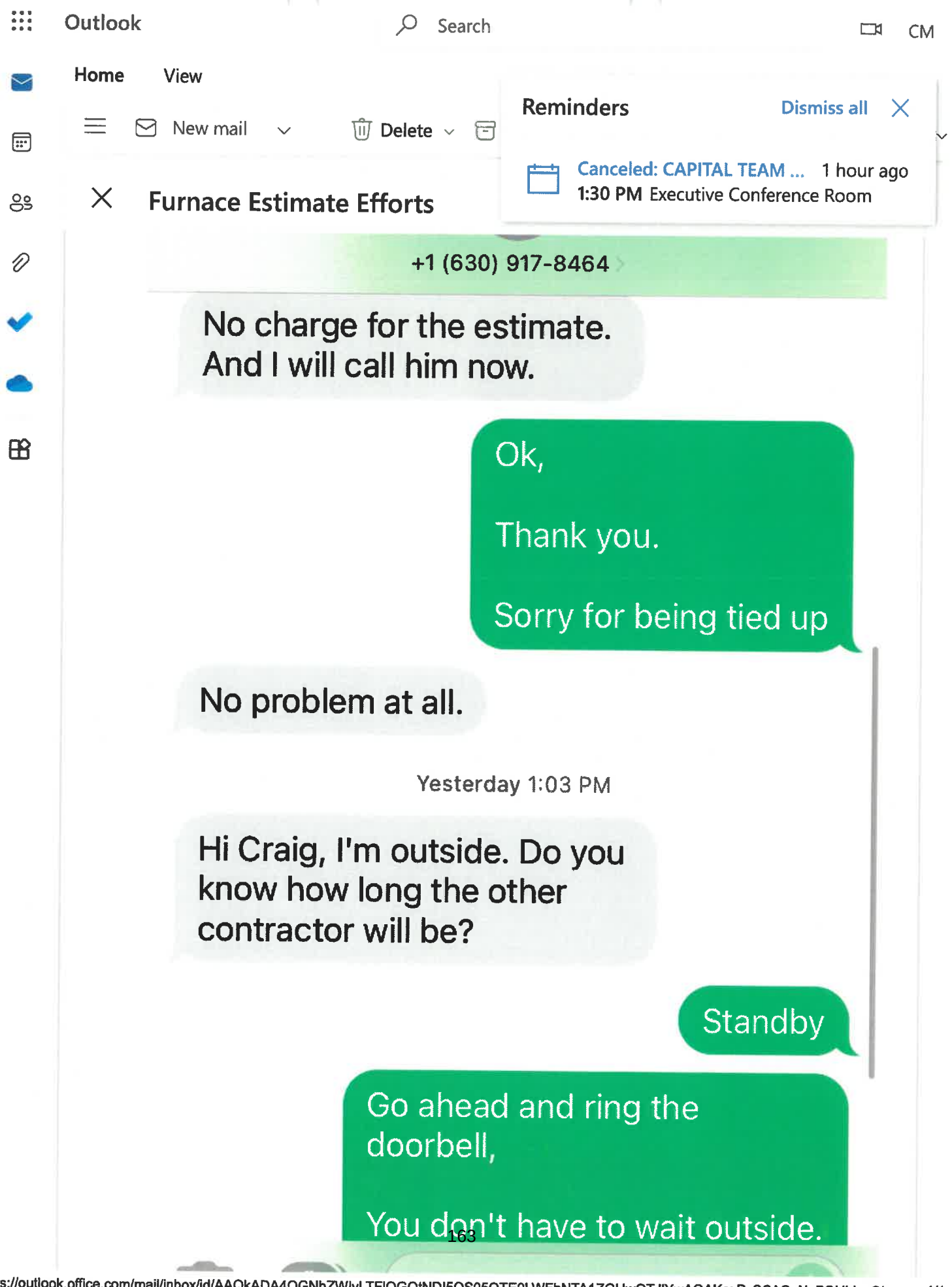
Ok,

Please call (708) 343-5595 and ask for Captain Wade

Tell Captain Wade I asked you to contact him. I'm in a meeting.

If you charge for an estimate (

Text Message


Outlook
Search
CM
Home
View
New mail
Delete
Reminders
Dismiss all
Canceled: CAPITAL TEAM ...
1 hour ago
1:30 PM Executive Conference Room
Furnace Estimate Efforts
+1 (630) 917-8464
No charge for the estimate. And I will call him now.
Ok,
Thank you.
Sorry for being tied up
No problem at all.
Yesterday 1:03 PM
Hi Craig, I'm outside. Do you know how long the other contractor will be?
Standby
Go ahead and ring the doorbell,
You don't have to wait outside.

Outlook Search CM

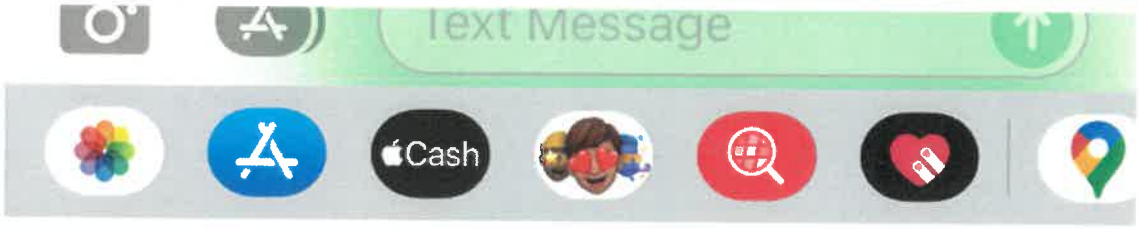
Home View

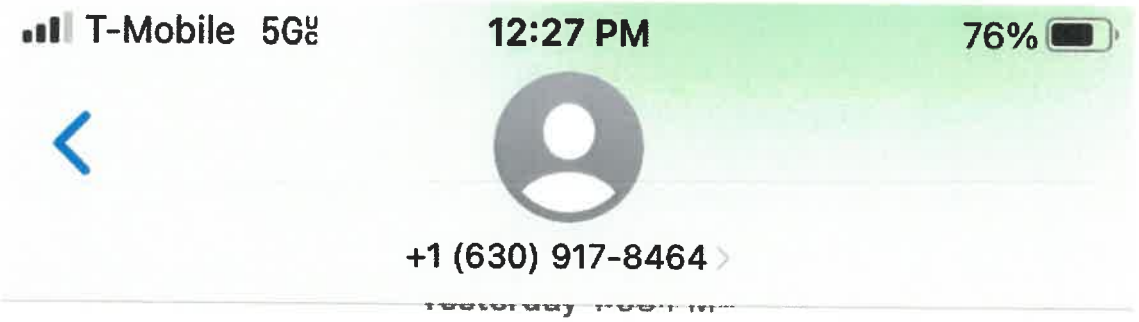
New mail Delete

Reminders Dismiss all

Canceled: CAPITAL TEAM ... 1 hour ago
1:30 PM Executive Conference Room

Furnace Estimate Efforts





Hi Craig, I'm outside. Do you know how long the other contractor will be?

Standby

Go ahead and ring the doorbell,

You don't have to wait outside.

Just ask for the supervisor

Ok got all the measurements.

Outlook Search CM

Home View

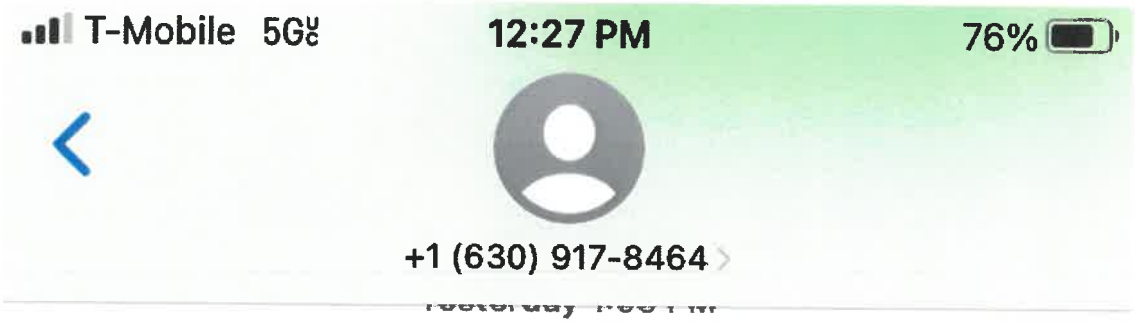
New mail Delete

Reminders Dismiss all

Canceled: CAPITAL TEAM ... 1 hour ago
1:30 PM Executive Conference Room

Furnace Estimate Efforts





Hi Craig, I'm outside. Do you know how long the other contractor will be?

Standby

Go ahead and ring the doorbell,

You don't have to wait outside.

Just ask for the supervisor

Ok got all the measurements. Can you give me a call when

TEMPCO
HEATING AND AIR CONDITIONING
COMPANY

Time for an Expert Tempco Furnace Tune-up or New Installation

Tempco prides itself in our commitment to customer satisfaction. This has made Tempco one of the leading HVAC contractor in the suburbs of Chicago. We have designed and installed over 15,000 heating and air conditioning systems and we service most major brands. Our technicians are highly skilled and experienced. Tempco is a North American Technician Excellence (NATE) certified company.

Chances are we installed your complete HVAC system. Who better to service your furnace so you can expect a worry free heating season and at the same time meet the requirements of your extended parts warranty. By enrolling in our exclusive Assured Maintenance Program you have the advantage of saving money for each service visit, a 15% discount on all repairs, seasonal add-on specials, priority scheduling and 24-Hour emergency service.

It may be time for you to enhance or replace your current HVAC system. During our 30-Year Celebration we are offering special pricing on new furnace... luding a FREE smart thermostat and humidifier or filtration syste... antage of our free in-home estimates, affordable pricing and 0% ... e looking for add-on equipment ask about specials on humidifiers, ... ostats and more.

10/27
Called and left a message. They did not return the phone call.
SH

Experience cou... Conditioning Company to provide expert, honest and on-time HV...

C... ensive range of services including:

... Repairs and Installation
... or qualified buyers and
a ... r or Air Filtration System
... oner Warranty Service
• M ... ce, Repairs & Installations
• Extended Parts and Labor Warranty Products
• Customer Care Referral Program

We hope you look into our special offers, enjoy a worry-free heating season and protect your home for years to come. If you have already scheduled your service we thank you! We look forward to serving you soon!

Call (847) 670-7000 TODAY to Schedule Service and Learn More!

Sincerely,
Chris Doles
Executive Vice President
Tempco Heating and Air Conditioning Co.

Experience Counts
Count on Tempco

Carrier
Turn to the experts

Serving Thousands of Satisfied Customers Since 1992

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www.TempcoHeatingandAC.com • Service@TempcoHeatingandAC.com • Commercial 847-670-7000

Some restrictions may apply. Please contact us for complete details on all services, products and programs. 9/2022

KTJ
KLEIN, THORPE & JENKINS, LTD.

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 6430
mtjurusik@ktjlaw.com

www.ktjlaw.com

MEMORANDUM

To: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
From: **Michael T. Jurusik and Carlos S. Arevalo**
Date: **November 30, 2022**
Re: **2022 Employee Handbook, Human Resources Policies and Forms**

Per the direction of Acting Village Manager James Krischke, I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

> A RESOLUTION AUTHORIZING AND APPROVING THE 2022 VILLAGE OF MAYWOOD EMPLOYEE HANDBOOK, HUMAN RESOURCES POLICIES AND FORMS, with a copy of the 2022 Employee Handbook, Human Resources Policies and Forms attached to the Resolution as **Exhibit "A"**

Revisions of 2022 Employee Handbook, Human Resources Policies and Forms

The Village's current Personnel Manual was last revised on January 16, 2018. Since then, there have been a number of changes implemented by the federal and state legislatures. The 2022 Employee Handbook, Human Resources Policies and Forms (collectively referred to as the "Handbook") incorporates these legislative changes. In addition, the proposed revisions are also intended to make the Handbook clearer and more "user friendly". For instance, while the Handbook generally identifies various Human Resources policies, it does refer employees to separate and more specific policies that address the appropriate requirements. An employee and Human Resources Department staff will now be able to access the pertinent policy with more ease. These separate policies can also be revised and updated separately as needed. Thus, in the event statutory or administrative requirements were to be revised by either the federal or state government, Village staff may be able to present only those affected policies as opposed to the entire Handbook.

It should also be noted that the Handbook does not curtail, limit or diminish employees' rights and benefits currently in place. Rather, the objective of the revisions is to outline the existing benefits in a clearer fashion and to facilitate future revisions as may be necessary. The revisions also contain the appropriate disclaimers in instances where an applicable collective bargaining agreement (CBA) may more specifically address an issue. In discussions with the Director of Human Resources, we have indicated that the Handbook should be distributed to the union representatives ahead of its adoption to ensure each union has a chance to review. As noted, while the intent here is not to curtail, limit or diminish current rights and benefits, and care has been taken to ensure that the terms in CBAs control the employer-employee relationship, the labor unions may still "demand to bargain" the adoption of the Handbook. We will need to assess each such potential request if it is made.

Finally, it should be noted that this Handbook update will give the Village a chance to re-distribute employment policies to the Village workforce and to document receipt of the same by employees. Employees will then have an opportunity to re-acquaint themselves with the Village's employment policies since the last update of over 4 years ago.

The proposed Handbook includes and incorporates the following Human Resources Policies:

- Policy No. 100HR Harassment Policy, incorporating changes effected by the Illinois Workplace Transparency Act, portions of which went into effect beginning on January 1, 2020.
- Policy No. 105HR Drug Free Workplace
- Policy No. 110HR Email Policy
- Policy No. 115HR Whistleblowers Protection Policy
- Policy No. 120HR Reasonable Suspicion Policy, incorporating certain definitions of "impairment" under the Cannabis Regulation Tax Act (see also Reasonable Suspicion Checklist Form)
- Policy No. 200HR Ethics and Code of Conduct
- Policy No. 300HR Equal Employment Opportunity
- Policy No. 305HR ADA Policy
- Policy No. 310HR Licensing and Certification
- Policy No. 400HR FMLA (see also incorporation and use of USDOL forms)
- Policy No. 500HR Search Inspection Investigation Policy
- Policy No. 505HR Weapons Free Policy – while the Firearm Concealed Carry Act went into effect on July 9, 2013, the Village's Personnel Manual adopted in 2018 did not reflect a policy in compliance with the Act.
- Policy No. 510HR Workplace Violence Policy
- Policy No. 520HR Workers Compensation Policy
- Policy No. 515HR Use of Property Policy
- Policy No. 600HR HIPAA

In addition, the Handbook incorporates the following forms, either by introducing an actual form or by reference to the appropriate government forms:

- A Reasonable Suspicion Checklist Form, which incorporates language introduced by the Illinois Assembly in the Cannabis Regulation and Tax Act, which went into effect on January 1, 2020.
- The Americans with Disabilities Act (ADA) Reasonable Accommodation Form. This form incorporates a request that an employee may bring to their medical provider. Often, employees and their medical providers do not fully understand the interactive process required by the ADA. As a result, the process is not as efficient as it should be. The form also prevents hesitant providers from failing to provide sufficient detail to assist the Village and the employee in determining the scope of an accommodation.
- The forms also include a basic Last Chance Agreement. It is anticipated that union employees will have their representative and lawyers negotiate a specific agreement particular to the situation, but the form does identify the basic elements of such agreements.
- Regarding FMLA forms, we have recommended that HR use United States Department of Labor (USDOL) forms, particularly the WH-380s series dealing with certifications, eligibility and designation. Doing so minimizes claims attacking the forms, as those used have been adopted, and are continuously updated by USDOL. Specifically, these forms are the following:

  - WH-380-E: FMLA Certification of Health Care Provider for Employee's Serious Health Condition WH-380-E Form & Instruction.
  - WH-380-F: FMLA Certification of Health Care Provider for Family Member's Serious Health Condition WH-380-F Form & Instruction
  - WH-381: FMLA Notice of Eligibility and Rights & Responsibilities WH-381 Form & Instruction

- WH-382: FMLA Designation Notice WH-382 Form & Instruction
- WH-384: FMLA Certification of Qualifying Exigency For Military Family Leave WH-384 Form & Instruction
- WH-385: FMLA Certification for Serious Injury or Illness of Covered Servicemember -- for Military Family Leave WH-385 Form & Instruction
- WH-385V: FMLA Certification for Serious Injury or Illness of a Veteran for Wage and Hour Division Military Caregiver Leave WH-385V Form & Instruction

The Ordinance Committee reviewed the Handbook previously and has recommended adoption of it. The attached *Resolution Authorizing and Approving the 2022 Village of Maywood Employee Handbook, Human Resources Policies and Forms* can be considered and acted on by the Board of Trustees at an upcoming Board meeting, following review and consideration by the Committee of the Whole.

If there are any questions, please contact us.

Mike and Carlos

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
James Ellexson, Human Resources Director (w/ encls.)
James P. Bartley, KTJ (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2022-_____

A RESOLUTION AUTHORIZING AND APPROVING THE 2022 VILLAGE OF MAYWOOD EMPLOYEE HANDBOOK, HUMAN RESOURCES POLICIES AND FORMS

WHEREAS, the Village of Maywood is a home-rule municipal corporation and is a unit of local government as provided by Article VII (Local Government), Section 1 (Municipalities and Units of Local Government) and Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970; and

WHEREAS, the Village of Maywood has previously adopted and maintained in effect a personnel manual entitled the "Village of Maywood Personnel Manual"; and

WHEREAS, Section 35.01 (Statement of Equal Employment Opportunity and Adoption of Personnel Policy Manual) of Title III (Personnel Matters) of the Village of Maywood Code of Ordinances provides, in pertinent part, that "A Personnel Policy Manual shall be adopted by the President and the Board of Trustees of the Village, and shall be amended from time to time by the Village Board"; and

WHEREAS, the Village President and Board of Trustees of the Village of Maywood find that it is necessary to update the current Village of Maywood Personnel Policy Manual to comply with changes in Federal and State laws and regulations, and operations within the Village pertaining to personnel management; and

WHEREAS, it is to the benefit of both Village management and all employees that these personnel policies be clearly articulated and contained in a single document. The Village administrative staff, with the assistance of the Village's legal counsel, has prepared an updated version of the Village's Personnel Policy Manual, referred to as the "2022 Village of Maywood Employee Handbook", which incorporates all of the pertinent Human Resources Policies and Forms (collectively referred to as the "Handbook"). Copies the 2022 Village of Maywood Employee Handbook and the Human Resources Policies and Forms are attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Village President and Board of Trustees of the Village of Maywood, find that it is in the best interests of the Village, its residents and all Village employees that the Handbook (**Exhibit "A"**) be approved and distributed to all Village employees in order that the Village operate in accordance with a Handbook that conforms to the most recent changes in Federal and State laws and regulations, and that the Handbook reflects the current operations of the Village pertaining to personnel management.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Maywood approve and adopt the 2022 Village of Maywood Employee Handbook, Human Resources Policies and Forms, copies of which are attached hereto as **Exhibit "A"** and made a part hereof.

SECTION 3: The Village President and Board of Trustees further authorize and direct the Village Manager, or their designee, to promptly provide written notice to all Village employees of the attached updated Handbook, and to distribute copies of the attached Handbook (**Exhibit "A"**) to each Village employee and to have the employees sign and return to the Village Manager, or their designee, an acknowledgement form that confirms receipt of the attached Handbook.

SECTION 4: The attached Handbook (**Exhibit "A"**) shall become effective on the date that this Resolution is passed by a majority vote of the corporate authorities of the Village, and replaces and supersedes all prior personnel and/or employee manuals, including without limitation the last version of the Village of Maywood Personnel Manual approved by the President and Board of Trustees on January 16, 2018.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 6th day of December, 2022, 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"

2022 Village of Maywood Employee Handbook, Human Resources Policies and Forms

(attached)

Village of
Maywood
Illinois

Employee Handbook

2022-23

Village of Maywood

Village of Maywood History

The Village of Maywood is an Illinois home-rule corporation that was organized on October 22, 1881. The Village is named for May, the deceased daughter of Colonel William T. Nichols, Maywood's founder. Colonel Nichols was a State Representative and Senator from Rutland County, Vermont. He served with the Vermont Volunteers during the Civil War. In 1868, Colonel Nichols and six other men came to Illinois from Vermont and formed the Maywood Company, which developed the Village.

Colonel Nichols lived here until his death in 1882. The Nichols home stood on the northwest corner of Fifth Avenue and Second Street (now Oak Street), which is the present location of the First Suburban National Bank. The house was razed after World War I.

The original plot of Maywood was 1-3/4 miles north and south and 1/2 mile east and west along the bank of the Des Plaines River, with the Chicago Northwestern Railroad running almost through the center. The section of ground south of the tracks was a farm owned by M.C. Niles of Oak Park. Niles sold his farm to The Maywood Company for $100 an acre. The Farmhouse still stands at 104 Oak Street, presently The Way Back.

Several farms were north of the railroad, the largest of which was owned by E.W. Hoard, also of Oak Park. Hoard also sold his farm to The Maywood Company. The farmhouse was located near the present site of Lincoln School at 9th Avenue and Chicago Avenue. Maywood's early development is an interesting story of setbacks and growth. The Maywood Company built over 100 houses in 1872. The Village seemed to be on the road to prosperity until 1873, when growth slowed. Then Maywood rebounded and the population doubled between 1880 and 1890.

Maywood was home of the 33rd Tank Company, Illinois National Guard (Company B) with the Armory located on Madison Street, two blocks east of 1st Avenue. It was organized on May 3, 1929, with the purpose of training men for combat. On November 25, 1940, 122 men of Company B were inducted into active service to become part of the famous 192nd Tank Battalion, which fought on the Philippine Islands during World War II. The unit became part of the notorious "Bataan Death March" in April 1942. Only 41 men returned to Maywood alive.

In honor of their sacrifice, Bataan Day Parades were held in Maywood on the Second Sunday in September from 1942 to 1987. The present Maywood Bataan Day Organization carries on the tradition of marking American Bataan Day. The organization sponsored a gala 50th Anniversary Banquet in September 1992. Below is a picture of armaments that commemorate the 192nd Tank Battalion. The tank and cannon are part of Veterans Memorial Park, which is located at the southeast corner of Maywood Park, at the corner of 1st Avenue and Oak Street, directly across the street from the former Niles Farmhouse.

In recognition of the enormous sacrifice endured by members of the 192nd Tank Battalion and to honor the soldiers from Maywood who died on the Bataan death march, Congress designated Maywood the *Village of Eternal Light*.

You are joining an organization with a long history of growth and perseverance. We are pleased that you have chosen our organization as your place of employment and hope your association with us will be challenging and rewarding.

This handbook provides general details and summaries of The Village of Maywood's Human Resources Policies and Procedures. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described, or as a substitute for good judgment, common sense, or the exercise of discretion by Village personnel and management.

Full detailed Human Resources Policies and Procedures can be found in the Human Resources Policies and Procedures Manual. You should refer to these documents for specific information since this handbook only briefly summarizes those benefits. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department. To the extent

that any provision in this handbook contradicts that in the Human Resources Policies and Procedures, the Policies and Procedures control.

This Handbook does not create an express or implied contract of employment or obligation on the part of the Village to employ you for any length of time. This Handbook does not alter the at-will employment relationship for all employees who are not members of a labor organization or otherwise have an employment contract. The employment of at-will employees may be terminated by the employee or the Village at any time, for any non-discriminatory, non-retaliatory reason.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time to time, subject to any collective bargaining obligations.

As an employee, your efforts are integral to the future of our mission. The Village of Maywood is confident that by living and practicing the values for which this organization stands, you will be successful and enjoy your employment here.

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Our Mission, Vision and Values

The Village of Maywood believes that our mission and values are key to the continued service to our residents and our daily interactions with one another. They guide and direct the services that we provide. **Coming Soon**

Mission

Vision

Core Values

Our unwavering commitment to our community is achieved through investing in our employees and embracing our values of:

We emphasize team goals that are supported by individual goals, and the collective efforts of individuals and management working toward a more efficient and effective Village community. We encourage employees to grow and develop. This can be accomplished by assigning developmental work assignments, providing training opportunities, creating opportunities for growth, and recognizing that commitment to excellence, efficient and effective performance, cooperation between co-workers, teamwork, and a positive work environment conducive to personal growth are valuable tools for the Village. Each employee is expected to bring a personal commitment to contribute valuable ideas and energy to the Mission, Vision and Values of the Village of Maywood.

Anti-Harassment Policy

The Village of Maywood is committed to treating all employees with dignity and respect. Accordingly, the Village uncompromisingly enforces its Anti-Harassment Policy to create an environment that is free from discrimination or harassment of any kind. In keeping with this commitment to treating employees with dignity and respect, the Village makes employment decisions based on an assessment of each employee's merits, qualifications, and abilities. Decisions are not based on, or affected by, an applicant's or employee's race, color, ancestry, religion, sex, national origin, citizenship status, age, pregnancy, marital status, sexual-orientation, gender identity or expression, physical or mental disability, or any other characteristic protected by federal or state law.

The Village of Maywood will not condone or tolerate harassment based on an individual's race, color, ancestry, religion, sex, national origin, citizenship status, age, pregnancy, marital status, sexual orientation, gender identity or expression, physical or mental disability, or any other legally protected class. The Village of Maywood also prohibits harassment of its employees by non-employees, such as customers, suppliers, and other third parties with whom our employees interact while performing their job duties.

Harassment Defined

This Policy expressly prohibits any verbal, physical or visual conduct of any kind which is offensive to an employee because of the individual's, race, color, ancestry, religion, sex, national origin, citizenship status, age, pregnancy, marital status, sexual-orientation, gender identity or expression, physical or mental disability, or any other characteristic protected by federal or state law, and which creates an environment which is intimidating, hostile, or offensive to the employee or which interferes with the employee's performance of his or her duties.

This Anti-Harassment Policy also expressly prohibits all forms of sexual harassment. Sexual harassment, for purposes of this Policy, consists of unwelcome sexual advances, requests for sexual favors, or any other verbal, physical or visual conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision which affects the harassed employee; or
3. The harassment creates an environment, which is intimidating, hostile, or offensive to the employee or interferes with the employee's performance of his or her duties.

Prohibited Conduct

Examples of conduct prohibited by this Anti-Harassment Policy include, but are not limited to, the following:

- Unwanted physical contact or touching.
- Persistent or repeated unwelcome requests for dates or a social relationship.
- Unwelcome sexually suggestive jokes, gestures, or comments.
- Preferential treatment for an employee or a promise of preferential treatment for an employee, in exchange for dates or sexual conduct, or the denial or threat of denial of employment, benefits, or advancement for refusal to consent to sexual advances; The use of epithets, slang words or names, stereotypes or other language which degrade any person or group of persons on the basis of race, color, ancestry, religion, religious creed, national origin, sex, age, pregnancy, sexual orientation, gender identity or expression, marital status, physical or mental disability or any other protected characteristic protected by federal or state law;

- The display of sexually oriented pictures, posters, Internet sites, or other material offensive to any employee.
- The display of any pictures, posters, Internet sites, or other material offensive to any employee on account of his or her race, color, ancestry, religion, sex, national origin, citizenship status, age, pregnancy, marital status, sexual-orientation, gender identity or expression, physical or mental disability, or any other characteristic protected by federal or state law.
- Making offensive social media posts on the basis of one's race, color, ancestry, religion, sex, national origin, citizenship status, age, pregnancy, marital status, sexual-orientation, gender identity or expression, physical or mental disability, or any other characteristic protected by federal or state law.
- Verbal or physical threats or abuse directed at an employee because of his/her race, color, ancestry, religion, sex, national origin, citizenship status, age, pregnancy, marital status, sexual-orientation, gender identity or expression, physical or mental disability, or any other characteristic protected by federal or state law.

Reporting Harassment

Any employee who believes he or she has been a victim of harassment by any other employee, customer or supplier of the Village or who believes he or she has witnessed the harassment of others should report the incident(s) immediately to their direct supervisor or Human Resources. The Village of Maywood will conduct appropriate thorough investigation into each complaint and will take prompt corrective action where the evidence shows that a violation of this policy occurred. Information about individual complaints and their disposition is considered confidential and will be shared only on a "need to know" basis.

Policy Against Retaliation

The Village of Maywood will not retaliate against any employee who has made a good faith report of alleged harassment.

Responsibility of Supervisory Employees

All managerial employees and supervisors are responsible for helping to prevent harassment. Any member of management or supervisor who becomes aware of any possible harassment of or by any employee, community member, or supplier must immediately advise the Human Resources Director.

Disciplinary Action

Any employee found to have engaged in conduct that violates this Policy will be subject to disciplinary action, up to and including discharge.

False or Frivolous Complaints

False or frivolous complaints will not be tolerated, given the seriousness of the consequences for the accused. A false or frivolous complaint is one where the accuser is using a complaint of harassment or discrimination to accomplish something other than reporting violations of this policy. It does not refer to complaints made in good faith that, after a thorough investigation, cannot be proven. Any employee who is found to have made a false or frivolous complaint will be subject to discipline up to and including termination. **(See Harassment Policy HR100)**

Attendance and Punctuality

The Village of Maywood has established attendance and punctuality standards to ensure a positive work environment, and to provide quality service to our community. Excessive absence affects an employee's coworkers and the community you serve. Normal business hours are 8:30am-5:00pm Monday through Friday, but schedules vary dependent on department and position.

When you cannot come to work, you must call your supervisor no less than 2 hours before your shift start time so that appropriate adjustments can be made to cover for you during the absence. Check with your department and Collective Bargaining Agreement ("CBA")(if applicable) to define the department's call-off procedures and protocols.

Drug Free Workplace and Substance Abuse Prevention Policy

The Village of Maywood requires that all employees be drug and alcohol free while in a position representing Village business. Employees are prohibited from possessing, using, distributing drugs and/or alcohol, or being under the influence of alcohol or drugs. An employee may be subject to drug or alcohol testing should the Village have reason to believe that this policy is being violated. **(See Drug Free Workplace Policy-HR105) (See Reasonable Suspicion Policy HR120)**

Employee Complaint and Resolution

The Village of Maywood provides an appeal process to eligible employees (employees not represented by a bargaining unit and out of their probationary period) as a means of communicating and resolving problems and concerns relating to their employment. Only employees charged with violation of the Village of Maywood General Rules of Employment Policy or Disciplinary rules may use the Appeal Process. The following outlines the steps you must follow to file an appeal.

Step 1:

The employee shall submit the appeal in writing to the employee's immediate supervisor, specifically indicating that the matter is an appeal under this policy. The appeal shall contain a statement of the facts giving rise to the appeal and the relief requested. All appeals must be presented no later than ten (10) business days from the date of occurrence or disciplinary action. The immediate supervisor shall render a written response to the employee within ten (10) business days after the appeal is presented. In the event the immediate supervisor is the Department Head, and the appeal is not resolve, the employee may skip Step 1 and proceed directly to Step 2.

Step 2:

If the appeal is not settled at Step 1, the employee can appeal in writing to their Department Head within ten (10) business days after receipt of the supervisor's answer in Step 1. Thereafter, the Department Head or his/her designee shall meet with the employee, within ten (10) business days of receipt of the employee's appeal.

The only issues which are to be discussed at said meeting shall be the issues which are described in the original written appeal. If no agreement is reached, the Department Head shall submit a written answer to the employee within ten (10) business days following the meeting.

Step 3:

If the appeal is not settled at Step 2 the employee can appeal in writing to the Village Manager within five (5) business days of the receipt of the Village's answer in Step 2 decision. The only issues which are to be discussed at said meeting shall be the issues which are described in the original written grievance. The decision of the Village Manager shall be final. If the subject matter of the appeal directly involves the Village Manager, the employee may appeal in writing,

under the same time frames set forth above, to the Mayor. In this circumstance, the Mayor's decision on the appeal shall be final.

Corrective Action

The Village of Maywood, in an effort to maintain a positive work environment, has established standards of conduct and professionalism governing all employees. These rules are established to protect not only you and your coworkers, but the community as well. When the standards are violated, corrective action will be taken.

The Village of Maywood administers a progressive discipline policy, when possible, to provide employees with opportunities to improve. All steps below will be documented and placed in the employee personnel file. Depending upon the severity of the offense, the initial discipline may be administered at any of the following steps, up to and including termination:

Step 1 - Counseling

Step 2 - Written Warning

Step 3 - Final Warning/Suspension

Step 4 - Discharge (Termination)

Although the discipline often depends on an employee's work history and the nature of the infraction, The Village retains the right to discharge an employee immediately depending on the misconduct. Other than employees represented by a union or those working under an employment agreement, The Village of Maywood reserves the right to discharge any employee, with or without notice, for any non-discriminatory, non-retaliatory reason, consistent with the at-will nature of the employment relationship.

*For **employees represented by a union**, where the CBA conflicts with this Handbook, the CBA controls.*

Employee Image

The Village of Maywood believes in projecting a professional image to its community. You, as an employee, play a big part in projecting this image. The dress requirements established by the Village of Maywood and your department are designed to be appropriate for your job duties and responsibilities. All uniforms, clothing, and shoes must be neat and clean. They should be safe for the work environment, and modest, avoiding clothing that is tight, revealing, or otherwise immodest.

- All clothing and shoes are expected to be clean and in good repair and may not interfere with the safe performance of the job requirements.
- Personal hygiene is basic and vital to maintain a professional image.
- Excessive jewelry and fragrances are not permitted.
- Protective clothing must be worn where required.
- Your supervisor will advise you of the dress code/uniform in your department.
- Any employee needing a religious accommodation should address the accommodation with the Human Resources Director, prior to presenting an image which may be in violation of this policy.

Casual Dress Days

Fridays and Saturdays have been deemed casual dress days. Jeans and other appropriate casual attire are permitted. Flashy athletic shoes, casual thong style foot ware, flip-flops, and slippers are not acceptable in the office. All clothing worn on casual dress days shall conform to this Section of the Employee Handbook. Torn, dirty or frayed clothing is unacceptable.

General Rules of Employment

The following is a nonexclusive list of conduct violations and the corresponding corrective action, which will result in corrective action up to, and including termination. The Village retains the discretion, based upon the totality of the circumstances, to apply appropriate discipline without regard to the corresponding corrective action listed below.

All employees are expected to always conduct themselves in a respectful and professional manner.

If this does not occur, the employee will be subject to discipline up to and including termination. This policy serves as a general guide and does not and cannot include every possible scenario or situation that may arise.

I. The following infractions will normally result in termination, on the first occurrence, even in the absence of prior corrective action:

   a. Disclosing, tampering with, or removing any confidential information, employee personal information, or confidential Village business to an unauthorized person or entity.

   b. Dishonesty, misrepresentation of facts, or falsification of any record or document includes, but not limited to the employment application, timecard/clock, records, in order to obtain benefits or privileges.

   c. Any destruction or abuse of Village property or property of another entrusted to the Village.

   d. Unauthorized possession, removal, use or theft of Village property or the property of others entrusted to the Village.

   e. Any employee who is convicted of a felony, drug-related crime or any crime related to sexual abuse who does not report his or her conviction within five working days of such a conviction.

   f. Inappropriate use of FMLA or Workers' Compensation. This includes, but is not limited to, calling in sick or having an unscheduled absence for a shift when the employee is working in another organization or working at another job while out on FMLA or Workers' Compensation, illness, or injury.

   g. Failure to cooperate with a fitness for duty testing or follow through with a treatment plan recommended by the Employee Assistance Program.

   h. Misconduct, gross negligence, or any conduct that is in conflict with and/or jeopardizes the well-being of co-workers or, or citizens; this includes but is not limited to, cursing (swearing), using threatening or vulgar language, exhibiting behavior that is intimidating, coercing, harassing, indecent, immoral, or violent.

II. Although not inclusive, the following list of infractions normally will, depending on the circumstances, result in the employee being given a final warning and a suspension determined by the Village Manager, even in the absence of prior corrective action. However, depending on the circumstances or severity of the violation, any of the following violations could result in immediate termination.

   a. Abandoning your work or leaving work area without permission or relief.

   b. Refusing to cooperate in an investigation authorized by the Village.

   c. Sexual harassment or discrimination in violation of the law or Village Policy. (See 100HR Harassment Policy).

   d. Insubordination, to include refusal or failure to follow written and verbal instructions or perform designated work as requested.

e. Failure to comply with mandatory requirements.

f. Gambling on Village premises while on duty.

g. Conviction of a serious crime which has an adverse impact on the business or image of the Village.

h. Failure to provide notification of an absence or providing that notification as provided below, constituting a "no call-no show" ("NCNS"). Exceptions could include incapacitation or any other unforeseen emergency provided that the employee provides supporting documentation upon returning to work.

   i. Firefighters: Sick time: 30 Minutes; Personal time: N/A.

   ii. Fire Lieutenants: Sick time: 30 Minutes; Personal time: N/A.

   iii. Police Officers: Sick time: 1 Hour; Personal time: 24 Hours.

   iv. Police Sergeants: Sick time: one (1) hour; Personal time: 24 Hours.

   v. Public Works (Teamsters 705): Sick time: 30 Minutes; Personal time: Dept. Head's Approval.

   vi. Technical & Clerical Staff (SEIU 73): Sick time: 30 Minutes; Personal time: 48 Hours.

   vii. Telecommunications Operators: Sick time: one(1) hour; Personal time: 24 Hours.

   viii. Balance of Village Employees: Sick time: 30 Minutes; Personal time: Dept. Head's Approval (N/A for Fire Captains).

i. Sleeping in an unauthorized area while on duty including but not limited to any public location in view of the community and citizens.

III. Although not inclusive, the following list of infractions will normally result in the employee being given a second warning. However, depending on the employee's history of discipline, the circumstances or severity of the violation, any of the following infractions could result in further corrective action up to and including termination.

a. Solicitation, including the collection of funds, for anything not sponsored by Village. Also, the solicitation of tips or a gratuity, to include the accepting of anything of substantial value for personal use. (if an employee is doing a religious or school fundraiser, they can solicit department or friends on a 1-1 basis and not broadcast through mass emails or signage to all departments)

b. Unauthorized distribution or posting of literature at any Village location during work hours, or surrounding areas of any premise owned or controlled by the Village at any time.

c. Engaging in sexual conduct while on duty.

d. Violation of fire, health sanitation, safety and security regulations or practices.

e. Violation of the ***Email/Internet/Social Media Policy*** to include any prohibited activity such as unauthorized file, database or internet access or other activities that promote a personal commercial enterprise.

f. Overstaying or extending meals or breaks beyond the allowable time.

g. Failure to perform in a courteous, conscientious, and caring manner in responding to the needs of a resident.

h. Retaliation against an employee or resident for reporting violations of Village policy.

i. Disruptive behavior that demonstrates a blatant disregard for the dignity and respect of coworkers or residents resulting in a disruption of job duties.

IV. Although not inclusive, the following list of infractions will normally result in the employee being given a verbal warning. However, depending on the employee's history of discipline, the circumstances or severity of the violation, any of the following infractions could result in further corrective action up to and including termination.

a. Violation of Village or Employee Image Policy or failure to abide by the Village dress code or maintain personal hygiene in a manner acceptable to the Village environment.

b. Violation of Village Smoke Free Environment Policy.

c. Working extra hours without proper authorization (i.e. unauthorized overtime).

d. Neglect or failure to perform essential job functions in a manner that meet Village performance standards. This can include, although not limited to, poor quality or quantity of work, failure to fulfill job requirements or assignments, causing or contributing to unsafe work conditions and performing unsafe procedures.

V. Any violation of Payroll Policies will result in discipline up to and including termination.

The preceding are guidelines. *An accumulation of any violations may result in more severe corrective action than previously outlined*. The preceding list is not all-inclusive. Unless the employee is covered by a CBA or working under an employment agreement, all employment with The Village is at will and may be terminated at any time by the employee or by the Village, with or without cause, and with or without notice, for any non-discriminatory, non-retaliatory reason which otherwise does not conflict with any rights guaranteed under federal or state law.

Internet / E-Mail / Social Media

All employees are expected to conform to the standards regarding electronic correspondence and communication systems provided by the Village. The Village owns this system and all messages created, sent, or received including, but not limited to, all Internet/Intranet transmissions remain the property of the Village. Furthermore, The Village reserves the right to review, audit, monitor, access, and disclose all matters on its electronic correspondence and communications system at any time, with or without notice. Such access may occur during or after working hours. Employees who use the Internet/Intranet system in violation of HR100 Harassment Policy or any rules in this Employee Handbook, and/or engage in behavior that bullies or intentionally offends coworkers may be subject to discipline, including the termination.

While at work, employees shall not use the internet for any purpose unrelated to the business of the Village. Violations of this policy will lead to discipline, up to and including termination.

Internet and email access may not be used for transmitting, retrieving, or storing any communications in violation of HR 100 Harassment Policy or any rules in this Employee Handbook. Messages with remarks about an individual's race, color, ancestry, religion, sex, national origin, citizenship status, age, pregnancy, marital status, sexual-orientation, physical or mental disability or handicap, or any other characteristic protected by federal or state law or harassment of any of these bases via email/internet is strictly prohibited. **(See Internet/Email/Social Media Policy HR110)**

Political Activity

All employees are urged to exercise their individual right to vote as citizens. No employee may use his or her official position to coerce or inhibit others in the free exercise of their political rights. No employee shall engage in political activities while on duty, or while wearing or utilizing any equipment, wearing apparel or supplies owned or provided by the Village. **(State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq. and Section 38.03 of the Code of Ordinances for the Village of Maywood)**

Solicitation and Distribution

Employees may not solicit other employees on behalf of any cause or organization while on duty or on Village property. However, during NONWORKING TIME (meal or other break periods) employees may solicit other employees on behalf of a nonpolitical cause or organization with approval from Village Manager in designated areas.

Employees may not pass out literature of any kind in working areas. However, during NONWORKING TIME (meal or other break periods) employees may pass out nonpolitical literature with permission from the Village Manager in designated areas.

Work Schedules

Work schedules are arranged to assure quality, safety and service to our community. The starting time for a work shift may vary from department to department and from job to job. Your supervisor/manager will inform you about your work schedule.

Life and circumstances often bring about change. If you find the need to change your work schedule, please discuss this change with your manager immediately, and not less than thirty (30) days when possible. Your schedule change request may or may not be accommodated depending on the needs of the department and will be evaluated on a case-by-case basis.

The Village of Maywood reserves the right to change work schedules and times. Administration will make every effort to work with employees and the new schedules to ensure a smooth transition and provide as much advanced notice as possible.

Whistleblowers Protection

The Village of Maywood is committed to providing a work environment where employees are free to report suspected Improper Governmental Activity or conditions that significantly threaten the health or safety of employees or the public without fear of retribution and where employees can be candid and honest without reservation in conducting the Village's business.

A Village employee or elected official may not: (1) retaliate against an employee or applicant for employment who has made a Protected Disclosure, (2) retaliate against an employee who has refused to obey an Illegal Order, or (3) directly or indirectly make Use of Official Authority or Influence for the purpose of interfering with an employee's or applicant's right to make a Protected Disclosure.

The Village will investigate thoroughly any Retaliation Complaints filed, provide appropriate relief to any employee or applicant harmed by violation of this policy, and take appropriate action against employees who violate this policy. **(See Whistleblowers Protection Policy HR115)**

Meeting Performance Expectations

Orientation

All newly hired or transferred Village of Maywood employees will receive orientation designed to provide specific information about the organization, the work environment and job duties. The types of orientation include:

- **General Orientation** – This training includes important policy and procedures information, safety rules and guidelines, general Village information and regulatory expectations.
- **Job/Department Specific Training** – This training is designed to provide information about job responsibilities. Job specific training can vary in length depending on the job and Union obligations.

Performance Reviews

In order to maintain a skilled, competitive, and competent work force, The Village of Maywood has instituted a performance management program to evaluate employees on their work performance based upon demonstrated work behaviors, job performance, and in accordance with its Equal Employment Opportunity policy.

Through this program, employees will receive constructive feedback designed to address performance, skill developmental needs, and interests, and to promote job success. Performance reviews are conducted according to the following schedule:

a) Introductory Review: Normally conducted 3 months after start date (or as CBA dictates).

b) Annual Performance Review: Normally conducted on an annually bases in concordance to the fiscal year.

Generally, employees should receive a performance review annually. If an employee's job responsibilities change substantially at any time after the annual review, however, another review may be performed before the next annual review, and after the new assignment has begun.

Conflicts of Interest

The Village expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Village. Business dealings that appear to create a conflict between the interests of the Village and an employee are unacceptable. It is the intention of the Village to avoid any and all business and financial transactions where there may be a possible conflict of interest. Therefore, it is the policy of the Village that no employee or elected or appointed official shall have a financial interest, direct or indirect, in any contract with the Village, or be financially interested, directly or indirectly, in the sale to or purchase by the Village of land, materials, supplies, or except on behalf of the Village as an employee. Further limitations are set forth in Section 38.06 of the Village Code and are incorporated by reference into this Policy. **(See Code of Ethics and Conduct Policy HR200)**

Confidentiality

Employees subject to a Village confidentiality agreement adopted by the Village must fully comply with its terms regarding access and use of sensitive and confidential information.

"Confidential Information" means all records, documents, information, passwords, and other materials whether original, duplicated, computerized, memorized, handwritten, or in any other form, including but not limited to any intellectual property of the Village, resident information, employment information, financial data, staff or official proposals or memoranda, real property related information, potential or actual litigation information, strategic plans, and other data disclosed, entrusted or made available to Employee by the Village, obtained through Employee's own efforts while working for the Village or developed by Employee while employed by the Village, and which are not available to the public at-large.

Any Confidential Information viewed, received, obtained or generated during the course of an employee's work for the Village is to be held in the strictest confidence and may only be used in the completion of the employee services.

Confidential Information is the sole and exclusive property of the Village and should not be removed from offices of the Village without authorization from the Village Manager.

Employees are prohibited from disclosing or revealing, in any manner or for any reason, any Confidential Information, while working with the Village or at any time thereafter, to any person or entity without receiving express written authorization from the Village Manager. Employees shall make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any person, other than as permitted by this Confidentiality Agreement.

Further limitations are set forth in the Village's confidentiality agreement and are incorporated herein by reference.

Access to Employee Records

All records pertaining to your employment are maintained in the Human Resources Department. Employees are entitled to review their personnel file twice a year per state statute. If you would like to review your personnel file, you may do so by contacting the Human Resources Director, in writing, for an appointment during normal business hours. Employees may request copies of certain information in their file and will be required to pay for the cost of copying.



Employment

Selection/Recruitment

The Village of Maywood, as an equal opportunity employer, will recruit, hire, promote, transfer and retain employees who are best qualified to meet the needs of a department. All qualified applicants will be considered for available positions with the Village without regard to race, sex, gender, color, religion, national origin, ancestry, age, marital status, disability, sexual orientation, gender identity or expression, military discharge status, or any other protected status in accordance with applicable local, state, and federal law.

Qualified candidates must complete any pre-employment applications or requirements, fulfill the responsibilities of the job, commit to the values, mission and philosophy of the Village of Maywood as well as meet the minimum knowledge, skills, and experience level. Per ordinance, Village of Maywood Employees must live within a 15-mile radius of the Village limits.

Under the Illinois Equal Pay Act, the Village will neither require wage history to be considered for employment, nor screen candidates based on their current or prior wage or salary history. **(See Equal Employment Opportunity Policy-HR300)**

Accommodations for a Disability

The Village is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is the Village's policy not to discriminate against any qualified employee or applicant regarding any terms of conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job with or without reasonable accommodations.

If you have a disability (as defined in the Americans with Disabilities Act), explain to your supervisor and/or Human Resources Director what job-related accommodation you might need to perform the essential functions of your job. The Village of Maywood provides reasonable accommodations except in those instances where an accommodation would create an undue hardship as determined by the Americans with Disabilities Act. **(See ADA Policy HR305)**

At-Will Employment

Unless an employee is represented by a labor union or working under an employment contract, all employment with the Village of Maywood is at-will and may be terminated at any time by the employee or the Village, with or without notice, and for any non-discriminatory, non-retaliatory reason.

Changes in Personal Status

If your personal status changes you should notify the Human Resources Director within thirty (30) days of the change. As some changes impact your benefits, it is important that you report changes right away.

Employee Introductory Period

All new employees are placed on a six (6) month-**new employee introductory and review period** (with the ability by Department Head to extend to 12 months). During this period employee may be terminated for any non-discriminatory,

non-retaliatory cause, and with or without prior notice Employees will have a formal appraisal interview with their supervisor prior to the conclusion of their introductory period. After the initial introductory period has been completed, performance appraisals will be done on an annual basis.

Successful completion of the introductory period does not entitle an employee to permanent employment, and all such employees continue as employees **at-will**, unless the employee is represented by a labor union or working under an employment contract.

*For **employees represented by a union**, where the CBA conflicts with this Handbook, the CBA controls.*

Residency Requirement

All new and existing employees, Department Heads, supervisory and administrative personnel paid either on an hourly or a salaried basis shall reside within the corporate boundaries of the Village or within a 15-mile radius of the corporate boundaries of the Village throughout their term and/or length of employment, except those persons providing services on a contractual basis who are not otherwise subject to the 15-mile residency requirement in this Handbook. New employees who live outside the area are given one year to comply. Any residency changes must be submitted to the Director of Human Resources by the employee on the Village residency form and signed by the employee.

Employment Classifications

Every job at the Village of Maywood is defined by working conditions, schedule and staffing needs, special assignments, and benefit requirements. Your job is classified into one of the following categories:

- Full-time employees regularly work at least 35 hours or more of work each week. This group includes both exempt and non-exempt classifications. Full-time employees are eligible for Village benefits.
- Part-time employees are those whose work schedule is, no more than 20 hours per week or 1000 hours per year. Regularly employed Part-time employees are eligible, on a pro-rated basis, for vacation, but are not eligible for any other Village benefits. Except in an emergency, no part-time employee shall be allowed to work 30 or more hours in a regular work week.
- Temporary employees are those hired for a period of less than five (5) months. Temporary employees may be exempt or non-exempt but are only eligible to receive benefits mandated by law or CBA. (e.g. Social Security, Worker's Compensation).

Employment of Relatives

Immediate family members are not permitted to work in:

1) a direct supervisory or management relationship whereby one would have an impact on the other with respect to salary, hours of work, staffing, work schedule, or evaluations; and/or
2) the same department on the same shift.

Family members may apply for other open positions within the Village that are not in conflict with any local, state, or federal statute.

Equal Employment Opportunity

The Village of Maywood is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with Illinois law, which prohibits discrimination and harassment against any employees or applicants for employment based on race, color, sex (including married women and

unmarried mothers), religion, age (40 or older), national origin, ancestry, marital status, protective order status, military status, unfavorable discharge from military service, sexual orientation (including actual or perceived orientation and gender identity), citizenship status, genetic information, ancestry, religion, pregnancy (including childbirth or medical or common conditions related to pregnancy or childbirth, past pregnancy condition and the potential or intention to become pregnant), certain arrest or criminal history records, homelessness (i.e., lack of a permanent mailing address or a mailing address that is a shelter or social services provider) and use of lawful products outside of work during nonworking hours. The Village will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state, or local law. The Village of Maywood welcomes diversity in the workplace and appreciates the gift it brings in serving others. **(See Equal Employment Opportunity Policy-HR300)**

Licensure / Registration / Certification

If your position requires a license, certification, or registration you must provide the Village with a current, original, license, registration number, or certificate as required and/or upon subsequent renewals.

License Renewal

1. The Human Resources department will conduct a primary source verification of all licenses and/or registrations upon hire and renewal through the authorized state agency.
2. If an active, unencumbered license is not on file with the governing state agency, the employee will be held out of service, without pay for a maximum of 30 days, at which time the employee may be terminated. It is the employee's responsibility to remedy licensure issues with governing agency and to notify the Human Resources Director when the license is available for primary source verification through governing agency.

License Disciplined

1. It is the responsibility of the employee to report any disciplinary action or changes in the status of his/her license to the department Manager/Director immediately upon receiving notification of that change in status. Failure to do so may result in termination from employment.
2. A disciplined license can include the following: reprimand, probation, temporary suspension, suspension, or revocation.
3. Practicing under a suspended, temporary suspended or revoked license will result in immediate termination from employment.
4. After notification to the Village, any license that is conditionally disciplined will be reviewed for further action on a case-by-case basis.

Reporting a Disciplinary Action against a License

Employee's reporting that disciplinary action has been taken against their license should communicate the relevant details of the discipline and/or conditions to their Manager/Director in writing. After filing the report, there will be an in-person meeting with the Supervisor and Human Resources Director, within three days of the written notification. **(See license Policy-HR310)**

Transfers and Promotions

The Village of Maywood encourages promotions from within and strives, to the extent possible, to make vacant positions available to current employees before seeking new employees from outside of the employees of the Village.

To encourage professional growth and development, a job posting board, available on the Village website, and an internal posting is used to inform employees of vacant positions throughout the Village. All employees who have completed six (6) months of service in their present position are eligible to apply for a transfer or promotion. Internal Transfer/Promotion require a letter of intent and resume to be sent to the Director of Human Resources.

An internal/promotion job change require(s) employee to fulfill a 6-month introductory period in the new position.

Benefits

Benefits (General)

The Village offers a comprehensive and affordable benefits package for eligible employees and their eligible dependents. New benefit-eligible employees receive benefit material and a presentation by the Village during their new hire orientation.

In addition, employees that have a qualifying life event occur and require a change in their benefit selections, would need to report the change to Human Resources/Benefits within thirty 30 days of the event. Proper documentation must be provided at the time of the change.

Annual Open Enrollment period is generally held in April for benefits beginning May first of that current year. New employees are eligible for medical benefits after 30 days of employment to start on the first day of the next month.

Benefits offered to eligible full-time employees may include:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Vacation Time
- Personal Time
- Holidays
- Life Insurance
- Pension Programs and Deferred Compensation Retirement Programs
- Employee Assistance Program
- Employee Discount Programs

Some of these benefits are subject to change. For more information on any of these programs please refer to the benefits materials or contact Human Resources.

As it pertains to employee benefits, for employees represented by a union, where the CBA conflicts with this Handbook, the CBA controls.

Direct Deposit

The Village of Maywood offers employees the convenience of directly depositing your paycheck to a checking account. You may have all your paychecks deposited into either a savings or a checking account at participating financial institutions.

Employee Assistance Program

The Village of Maywood sponsors an Employee Assistance Program (EAP) that is designed to help and support employees experiencing personal difficulties. These may be related to alcohol/drugs, family matters, marriage, legal issues, or financial concerns. The Village realizes that most employees have developed a support network of their own, but there may be times when you would like to discuss a problem with someone outside your immediate circle and who is qualified to help. The EAP is designed to provide information about the resources available when dealing with personal matters. If you need additional information regarding EAP services, please contact the Human Resources Department.

Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act ("FMLA"), an employee who (a) has been employed by the Village for at least one (1) year, and (b) has worked at least 1,250 hours for the Village in the preceding twelve (12) months, may be entitled to an unpaid leave of absence for any of the following reasons:

1. Birth of a child of the employee.
2. Placement of a child into the employee's family by adoption or by a foster care arrangement.
3. Care of the employee's spouse, child or parent who has a serious health condition.
4. Inability of the employee to perform the functions of the employee's position due to a serious health condition.
5. A qualifying exigency arising out of the employee's spouse, child or parent's active duty or call to active duty in the Armed Forces in support of a contingency operation; or
6. Care of the employee's spouse, child, parent, or next of kin (nearest blood relative) who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, provided that such injury or illness may render the spouse, child, parent, or next of kin medically unfit to perform duties of his/her office, grade, rank, or rating ("Caregiver Leave").

Upon the return from an approved FMLA leave, the employee will be returned to the same or an equivalent position with the Village. All available leave time must be utilized before unpaid leave is granted.

Employees applying for and granted FMLA must meet notification and documentation requirements. Failure to meet these requirements may result in the denial or revocation of FMLA leave. **(See FMLA Policy-HR400).**

Bereavement Leave

Non-probationary full-time employees are eligible for bereavement leave of three (3) days in case of death in the immediate family. The Village shall provide full-time employees bereavement leave without loss of pay, for the death of the following biological or legal family member: spouse, civil union partner, mother, father, sister, brother, children, grandmother, grandfather, grandchildren, aunt, uncle, mother-in-law, father- in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, stepchildren, legal guardian, or any other relative living in the same household. If the funeral is 250 miles or more from Maywood, Illinois for the aforementioned relatives, four (4) days may be used.

The Village may require reasonable documentation of proof of death and relationship of the deceased. Documentation of proof of death may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

Effective January 1, 2023 the Village will comply with the requirements of the Family Bereavement Leave Act (FBLA) in Illinois, which requires extended unpaid leave in the event of the death a "covered family member" as defined in the Act. This definition includes child, stepchild, spouse, domestic partner, sibling, parent or step-parent, mother-in-law or father-in-law, grandchild and grandparent and is more limited than the Village's Bereavement Policy. In addition to the need for leave to attend funeral services, to make arrangements needed as a result of death of covered family member and to grieve, an employee may be absent from work due miscarriage, unsuccessful round of intrauterine insemination or any assisted reproductive technology, a failed adoption and related process, a failed surrogacy agreement, a diagnosis that negatively impacts pregnancy or fertility, or a stillbirth. As required by FBLA, leave will need to be taken within 60 days of notice of the death of the covered family member. Furthermore, employees will be eligible to take FBLA extended leave only if they are also eligible under the FMLA.

Jury Duty

In recognition of the responsibilities of good citizenship, the Village will respect the employees' right and obligation to serve as a juror. Except for employees covered by any CBA, or as otherwise provided in any written personal services agreement, non-probationary full-time employees shall receive full pay for time not worked while serving on jury or grand jury duty or testifying as a witness at the request of the Village or before a grand jury or testifying under subpoena to matters related to their employment with the Village. Employees participating in jury duty, grand jury duty or as a witness before a grand jury shall submit and endorse the payment received for jury duty service to the Village. In addition, no employee shall receive pay for time not worked while testifying as a witness in a case filed by the employee against the Village, its officers, or employees or for matters of a personal interest.

Military Leave Policy

Military Leave Policy under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

The Village of Maywood is committed to ensuring that employees who must leave their jobs because of their "uniformed services" obligations enjoy all the rights they are entitled to under law.

Eligible Employees

In order to qualify for reemployment rights, an employee must have left his or her job for the purpose of performing voluntary or involuntary service in the "uniformed services." This includes time away from work for purposes of an examination to determine fitness for military service.

"Uniformed services" include the Army, Navy, Marine Corps, Air Force, Coast Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard, Air National Guard, the Commissioned Corps of the Public Health Service, members of the state militia called into service or training of the U.S. or the state, and any other category of persons designated by the President of the United States in a time of war emergency.

To qualify for any benefits under this heading, an employee must have been released from such service under honorable or general conditions. Accrued, unused vacation will be paid during military leave at the employee's request.

Reemployment Rights

The Village of Maywood will not discriminate in regard to any term or condition of employment against any eligible employee by virtue of his or her voluntary or involuntary "uniformed services."

Absent special circumstances, such as undue hardship or dramatic changes to the Village, eligible employees are entitled to rights following military leaves of absence to the extent provided by law. This means that returning employees will be placed in the position the employee would have had, had the employee not taken military leave. Where the employee is not qualified to perform the duties of the position they would have had, The Village will make reasonable efforts to qualify that employee for the new position. In the event those reasonable efforts fail, the employee will be placed in the position s/he occupied at the commencement of his/her military leave. If for some reason, the employee is no longer qualified to perform that position with or without reasonable accommodations despite the Village's efforts to qualify the employee, s/he will be placed in the nearest approximation to his/her former position or the position s/he would have had with full seniority.

Returning employees will be entitled upon reemployment to the seniority and other rights and benefits they would have had, had the employee not taken military leave and been continuously employed by the Village.

Note: Except as otherwise provided by USERRA and applicable regulations, the Village may reserves the right to refuse to rehire an employee who is absent from employment for a cumulative period of more than five years.

Employee's Obligations to Reemployment Rights

In order to qualify for these rights, Employees must do the following:

- **Provide adequate notice** of impending service to Human Resources. Human Resources may require contact information for the employee's military officer. Human Resources may excuse this requirement where military necessity prevents employee from giving notice or if notice is impossible or unreasonable under the individual circumstances in each case.
- **Report back to work or apply for reemployment within the required timelines imposed by law**. In general, this will mean that the employee must submit an application for reemployment within 90 days after release, except in circumstances where this 90-day timeline may be extended due to hospitalization or convalescing because of an injury or illness incurred or aggravated during the performance of military service.

Employees who have questions about their eligibility for military leave, their reemployment benefits, and what is required of them to secure those benefits, should contact Human Resources/Benefits.

School Visitation Rights Act

The Village of Maywood will allow regular full-time employees time off during the normal school year (up to eight (8) hours per year) to attend necessary educational or behavioral conferences at the school his or her child attends. You will be required to use vacation or personal time if available or take the time as unpaid. Notice must be provided at least 7 days in advance except in emergency situations where 24 hours' notice is required.

VESSA Leave Policy

In accordance with the Illinois Victim's Economic Security and Safety Act (VESSA), the Village of Maywood will provide 12 weeks of unpaid leave during a twelve (12) month period to eligible employees who (1) are victims of domestic or sexual violence; or (2) have a family or household member who is a victim of domestic, sexual violence, gender violence or any other crime of violence; (3) are victims of gender violence; or (4) or any crime of violence. Employees may take leave to (1) seek medical attention; (2) obtain services from a victim services organization; (3) relocate or take other measures to increase the safety of the employee; or (4) to seek legal assistance. Employees must give at least 48 hours advance notice of their need for leave unless such notice is not practicable. Upon returning from leave, an employee will be restored to his or her same position or an equivalent position. Prior to an employee's return from leave, The Village may require that the employee provide certification indicating that the employee or a member of his or her household is a victim of domestic violence, sexual violence, gender violence or any other crime of violence. VESSA does not create a right for an employee to take unpaid leave that exceeds the unpaid leave allowed under or is in addition to the unpaid leave time permitted by the Family and Medical Leave Act.
The Village of Maywood will maintain benefit coverage for the employee and any family or household member at the same level and subject to the conditions that coverage would have been provided had the employee not taken leave. The Village will recover the premium it paid for maintaining coverage if the employee fails to return from leave for a reason other than (1) the continuation, recurrence, or onset of domestic, sexual, gender or other crime of violence that entitles the employee to leave; or (2) other circumstances beyond the control of the employee.

Workers' Compensation

Workers' Compensation is compensation for medical bills, lost time from work, disability, or death as a result of an occupational injury or illness. This benefit will start after the first three (3) working days if there is documentation from a physician stating the employee cannot work or the Village is unable to accommodate any restrictions that are written. Non-occupational illness and injuries may be covered under The Village's health and disability plans.

To receive these benefits, you must report all accidents and injuries immediately to your supervisor. (Failure to immediately notify your supervisor may result in the denial of your claim.) All event reports, documents and other

relevant information must be forwarded to the Human Resources Director. Time off related to an occupational injury **will run concurrently with FMLA and off time will be counted toward FMLA allotted annual allowance**. For more information regarding Workers' Compensation employees should refer to the Workers' Compensation Policy, HR-520.

Vacation Leave

No vacation leave will be allowed until an employee has earned such vacation credit in accordance with the collective bargaining unit agreement or handbook policy. Non-probationary full-time employees are eligible for paid vacation accrual after 6 months of service. Employees must request vacation selections for the year to their Department Head by the third Friday of January each year. Department Heads must submit vacation requests to the Village Manager at least (2) weeks prior to requested time.

Vacation Accruals:

Non-Union Employees

Length of Service	Vacation Accrual
1 – 6 years	10 days (3.077 HPP)
7-9 years	15 days (4.615 HPP)
10 +	20 days (6.154 HPP)

Directors/Department Heads

Length of Service	Vacation Accrual
1-4 years	15 days (4.615 HPP)
5 +	20 days (6.154 HPP)

All Village employees must use their accrued vacation time in the same calendar year the vacation time is available. Vacation time not utilized in the year the vacation time is earned shall be forfeited unless the Village Manager receives a request in writing and approves carryover, and the time is used before March 31st of the following year. Extensions granted by the Village Manager will be on a case-by-case basis considering the operational needs of the Village and justification for the request. Extensions for use of vacation time earned by the Village Manager may only be granted by the Mayor and Board of Trustees.

In all cases the Department Head shall have the right to exercise discretion in the approval of all vacation requests. This provision shall in no way interfere with the right of an employee to take his/her vacation during any other time of the year that he may request, providing that it meets with the approval of the Department Head.

If planning a trip, please get approval before purchasing any tickets, rentals, or packages. The Village is not responsible for any charges for personal vacation plans. Any employee whose employment is terminated for any reason shall be paid for all accrued, unused vacation time to the date of termination. This compensation shall be paid at the time the employee receives final pay from the Village.

*For **employees represented by a union**, where the CBA conflicts with this Handbook, the CBA controls.*

Holidays

The Village designates certain holidays each year for full time employees. Holidays normally are in accordance with union contract and Village Board action.

New Year' s Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day
Birthday Holiday

If a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed. Certain positions must work on the holidays. For positions requiring holiday hours, an alternate day can be taken during the pay period. If that is not feasible, the alternate day may be taken during the next two-week pay period, with the permission of the Department Head.

In the event an employee calls in from work the scheduled day before or the scheduled day after a holiday, he or she shall not receive holiday pay. Each non-probationary full-time and part-time employee shall also receive a "Birthday Holiday" which shall accrue each year on the employee's birthday. The Birthday Holiday may be used on the employee's birthday, or within the sixty (60) days following the employee's birthday. If not used, the Birthday Holiday is forfeited.

Personal Days

Each non-probationary employee will receive 4 days (32 hours) of personal time annually. A prorated number of personal days will be available to those new employees after 6 months of service. Days will be dropped into employee's allotment on the first of every January. All personal days must be used within the year granted or will be forfeited. Personal days should be planned in advance and approved by your supervisor. Personal days should not be used instead of sick time. If employee is found abusing this benefit they can be disciplined up to and including termination.

*For **employees represented by a union**, where the CBA conflicts with this Handbook, the CBA controls.*

Sick Leave

Sick leave is granted to all full time non-probationary employees at a rate of 6 days (48 hours) annually. New employees will not be eligible to use a sick day time until 6 months of service where they will receive a prorated amount for the rest of the year.

Employee Status	Sick Days Available (Drop In)	Use by Date
New Employee	Prorated When Introductory Period Over	December 31st (Annually)
Regular Full Time Employee	January 1st (Annually)	December 31st (Annually)

Sick leave with pay may be used for illness or injury of the employee or for appointments with medical, dental, or other recognized health care practitioners, or for serious illness or injury of immediate family members, limited to spouses, children, parents (includes individuals who stood "in loco parentis"), stepparents, and domestic partners, brothers, sisters, grandchildren, in-laws, or grandparents. An employee may be required to provide medical documentation upon request to verify sick leave or returning to work safely.

Sick leave shall not be used in lieu of personal days, vacation, bereavement leave, jury duty or any other time off other than for the reasons stated in I above. Alleging sick leave under false pretenses shall be cause for disciplinary action up to and including termination. All sick time not used by the end of the calendar year will be bought back by the village at the employees' current hourly rate of pay. Employees that end employment for any reason are not eligible to receive compensation for unused sick leave.

For illnesses with a duration of three (3) days or more, Employee should apply for FMLA benefit, and the Department Head shall have the right to require written physician verification and return to work.

*For **employees represented by a union**, where the CBA conflicts with this Handbook, the CBA controls.*

Extended Illness/Short Term Disability

To provide its employees with a sense of security during periods of illness or off duty injury, the Village acknowledges the necessity of providing extended sick leave benefits to non- probationary, full-time Village employees who have been employed by the Village for more than one (1) year. Extended sick leave will run concurrently with any available FMLA leave.

All eligible employees must wait three (3) working days and have exhausted all sick and vacation time before receiving the extended leave Benefit. Employees upon completion of the waiting period, and approval by the Village Manager, shall be eligible to receive 100% of their bi-weekly salary for up to 45 workdays under the extended illness policy.

Employees who have exhausted extended sick leave shall be eligible for up to sixty (60) workdays of disability pay upon approval of the Village Manager. Disability pay benefits shall be computed at a rate of 50% of the bi-weekly salary.

Waiting Period	Accrued Sick & Vacation Time	Extended Sick Leave	Disability
Three (3) working days	All Exhausted	Up to 45 days 100%	Up to 60 days 50%

Extended Sick Leave or Disability cannot be used in addition to other leaves pertaining to the same illness or injury. All leave is at the discretion of the Village Manager and supporting documentation from a licensed physician is required. Bi-weekly updates/check-ins are also required during the leave and leave can be cancelled by the Village Manager at any time.

*For **employees represented by a union**, where the CBA conflicts with this Handbook, the CBA controls.*

Tuition Reimbursement

Full-time employees of the Village are encouraged to enroll in an college, university or technical school courses or participate in other types of educational classes that are run by or within the State of Illinois, which are designed to improve job skills. As an incentive for employees seeking to improve their education, the Village may budget training funds and make them available for tuition reimbursement.

Basis of Reimbursement: Tuition reimbursement for college credit may be based upon the following priorities:

- The amount of budgeted training funds available.
- The direct and immediate benefit derived by the Village because of this employee completing the course.
- The specific job-related nature of the course or field of study.
- The overall performance of the employee.
- The length of time which the employee has served the Village.
- The employee's technical or supervisory responsibility.
- The compatibility of the course schedule and the employee's work schedule.
- Other factors which may be relevant.

Qualifications: In addition, the following conditions apply to any proposed reimbursement:

- Courses taken or a degree sought must be related to the employee's job or career development path within the Village.
- Courses or degree programs must be at accredited colleges, universities, or organizations. Proof of acceptance for a degree must be submitted to the Department Head and Village Manager.
- Courses at accredited colleges and universities must grant college level credit.
- Employees may enroll in a maximum of two (2) courses per term.
- Prior to enrollment, the employee must submit a request in writing to the Department Head and Village Manager. All requests must be approved by the Department Head and the Village; Manager prior to enrollment, which approval may be denied in their sole discretion.
- Except where a CBA may provide for different terms and conditions, tuition reimbursement will be granted based on the following grade level:
- Grade "A" or "B"- 100% reimbursement
- Grade "C" - 50% reimbursement

In general, reimbursement shall not be granted if the employee's reimbursement is covered by Veteran' s benefits or another tuition abatement program.

Employees will be required to sign an agreement stating that if an employee separates from Village employment within one (1) year after receiving reimbursement, the employee agrees that he or she will re-pay the amounts reimbursed in full.

Depletion of Funds: When requests for training and reimbursement exceed funds specifically budgeted for that purpose, the Village Manager may provide partial reimbursement of expenses to extend training opportunities to as many employees as possible.

Safety and Security

Employee Access

In the interest of safety and protection of property, strict control over access to Village property, work locations, records, computer information, passwords, cash and other items of value or confidential nature must be maintained. Employees who are assigned keys, safe combinations, or other access to Village property in connection with their job responsibilities must exercise sound judgment and discretion to protect against theft, damage, destruction, loss or negligence. Employees must immediately report any loss of keys to their immediate supervisor. Failure to do so may result in disciplinary action, up to and including termination of employment. Keys and passwords may not be transferred from one employee to another without approval from the Village Manager.

Employee Lockers/Workstations

Employees who are provided with a locker or workspace are expected to conform to the standards established by the Village and the individual department. Specific details can be obtained through your Department Head. Lockers, equipment, and data are the property of the Village of Maywood, and the Village reserves the right to search any lockers or workspaces on its premises. **(See Search, Inspection, and Investigation Policy HR500)**

Weapons Policy

This policy does not apply to Village police officers and other Village employees who have specifically designated or deputized may possess their work-authorized weapons while engaged in official duties.

For all other employees, the Village strictly prohibits and does not tolerate weapons in the workplace, at any Village facility, on any Village property, in any Village vehicle or at any Village-sponsored event. Employees are also prohibited from displaying, brandishing, discharging or otherwise using all weapons within the workplace, during work functions, or while engaged in any business on behalf of the Village.

Employees who violate this policy may be subject to disciplinary action, up to and including termination. **(See Weapons Free Policy HR505)**

Felony Convictions and Related Crimes

Any employee convicted of a felony or drug-related crime must report it to the Village's Human Resources Director within five (5) days of the conviction. Failure to report may result in termination of employment with the Village of Maywood.

Inclement Weather

Your attendance and punctuality are very important to the operation of the Village of Maywood and continuity of business in your departments. However, there may be times when the weather disrupts your ability to arrive to work on-time. If in the opinion of the Village Manager, or designee, the weather has severely affected your attempts to get to work, absence and/or tardiness may be excused.

Security

To ensure the safety and security of our staff, vendors, and constituents, it may be necessary to occasionally conduct inspections of offices, desks, lockers, handbags, lunch boxes, clothing, or other similar property. In such instances, your cooperation is both appreciated and required. In addition, the following guidelines have been established:

- When carrying a handbag, remove any large amounts of cash, house keys, and other valuable personal items. These items should be kept on your person.
- Safeguard your valuables by keeping them under lock and key.
- When parking in the different Village parking lots, secure your vehicle and remove all visible property.
- The Village does not assume any responsibility or liability for the loss of or damage to any personal property including vehicles parked in Village parking lots.

Report any unusual incidents or suspicious activity to the Maywood Police Department.

Smoke-Free Environment

The Village is committed to providing a safe and healthy workplace and prohibits smoking in Village facilities and vehicles. Smoking is also prohibited fifteen (15) feet from any entrance, exit, window that opens, and ventilation intakes that serve an enclosed area where smoking is prohibited in any Village facility. For purposes of the section, "smoking" shall include use of any electronic cigarettes. Smoking is not permitted within Village property, or any other facility or vehicle owned or operated by the Village. Smoking outside of the Designated Smoking Area is strictly prohibited and may result in fines, discipline up to, and including, termination. **(Section 92.04 of the Village Code)**

Workplace Violence

The Village of Maywood will not tolerate threats, threatening behavior, or acts of violence on any of its premises or against any of its employees, nor will the organization tolerate reprisals or retaliation against an individual who reports or experiences workplace violence.

If an employee hears, sees, or has reasonable cause to believe that another employee may act in a violent manner, the employee should report it immediately to their supervisor, Department Head, , the Director of Human Resources Director, or the Village Manager.

Upon notification, an investigation will be conducted into the allegations to determine if workplace violence has occurred or has been threatened and will take any necessary action.

Employees who have been found to have committed an act or threat of workplace violence, but who have not committed an otherwise "terminable offense" may be placed on an unpaid leave of absence and referred to the Employee Assistance Program services. Such employees may be required to cooperate in a psychological evaluation, provide documentation of successful completion of all recommended treatment, including aftercare, and sign a Continued Employment Agreement. Such employee must comply with those requirements in order to continue their employment with the Village. **(See Workplace Violence Policy-HR510)**

Use of Village Vehicle and Village Property

The Village of Maywood shall provide the use of a motor vehicle for the use of selected full-time employees. The use of a motor vehicle shall be for Village business only. The vehicle shall not be used for personal business at any time.

In addition, vehicles shall be provided for the use of those members of the departments who are on 24-hour call for emergency response, or if an essential function of a position requires them to travel or patrol different areas within the Village. Unauthorized use of a Village vehicle is subject to discipline up to and including termination of employment. Employees will also use other Village property in the course of their duties. Use of Village property is governed by the Village Policy HR515. **(See Use of Property Policy HR515)**

Safety and Security

The Village requires employees to conduct job tasks safely to protect themselves and other at work. Every accident, near-miss, or injury needs to be reported to a supervisor immediately. The supervisor or Department Head of the department will file an incident report, first report of injury, and/or incident investigation report, as appropriate.

In the case of serious injury on the job requiring immediate medical attention, employees should seek the nearest medical facility. Upon return to work, a physician's statement of medical condition and release to return to work must be submitted to Human Resources/Department Head's office.

If a workplace injury requires long-term medical treatment, the injured employee will work with the attending physician, supervisor, and Human Resources to plan return to work, light duty job opportunities, and eligibility for continuing employment. **(See Workers Comp Policy HR520)**

Village/Government Compliance

Background Checks/Physical

The Village of Maywood collects and verifies information as a means of promoting a safe working environment for current and future employees.

Background checks are conducted on every job candidate who is offered a position of employment regardless of the position for which they are applying and in compliance with all state and federal laws and other regulatory agencies. Background checks are also conducted on current employees as required for cause, job transfers, job promotions, and/or as a business necessity.

After a written offer of employment has been extended to and accepted by the applicant, a pre-employment physical examination, at the Village expense and by the Village's designated health care provider, is required to determine the applicant's physical fitness for employment.

Although not inclusive, depending on the job the following checks may be conducted annually or as required:

- Education Verification
- Criminal Records Search
- Sex Offender Registry Search
- Driving History

Confidentiality/HIPAA

All information (e.g., medical, personal, or relating to the Village of Maywood business), in any form, including that of any employee who is a patient (Ambulance Call), is confidential and restricted. Only employees who need to use the information to perform Village related business may have access. Employees are required to acknowledge their understanding of this policy and are subject to periodic training and testing. Any violations of this policy should be brought immediately to the attention of the Human Resources Director.

Examples of prohibited breaches of confidentiality/HIPAA include, but are not limited to, the following:

- Unauthorized access to or possession of, use, copying, reading, or communicating of an employee medical record, or any other information pertaining to the employee.
- Discussion regarding an employee's Medical Status or other confidential information in elevators, meeting rooms, or other public areas.

Additionally, when an employee is issued a computer password, it should be understood that this unique code is to remain confidential and must not be revealed to others. If at any time, an employee feels that the confidentiality of his/her password has been compromised, he or she should contact Information Systems immediately.

Violations of the Village confidentiality and security policies may result in discipline up to and including termination of employment. **(HIPAA Policy-HR600)**

Citizenship

Except for those positions where federal or state law requires that an employee be a citizen, United States citizenship is not a prerequisite for Village employment. However, proof of citizenship or alien's residency status or other proof of availability to work in the U.S. is required as mandated by Federal law. Employment Eligibility Verification Form I-9 is required to be completed pursuant to the Immigration Reform and Control Act of 1986.

Employee Testing

In addition to any testing that may be required pursuant to the Drug Free Workplace Policy, tests for job applicants will be limited to skills or performance testing, to determine the level of competence or ability to perform certain tasks associated with the job being sought. An applicant will be disqualified from consideration for employment in a position if he or she does not meet the job qualifications for that position, with or without reasonable accommodations as may be appropriate.

For employees required to drive or operate equipment, which requires a driver's license or commercial driver's license, driving records and license validity will be checked.

Compatibility of Office

No person elected to the Office of Village President or Village Trustee or appointed to the office of Village Manager shall be employed in any other capacity with the Village during the term that he or she holds appointed or elected office. Immediate family members (i.e., spouses, children [birth, step, adopted], brother, sister, brother-in- law, sister-in-law, grandchildren) of the Village President, Village Trustees, Village Manager, and Department Heads, shall not be hired as Village employees in any capacity during the person's tenure in office.

Media Contact

The Village Manager and, with the permission of the Village Manager, Department Heads shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The Village Manager may designate specific employees to give out procedural, factual or historical information on subjects or issues. Employees shall direct all media inquiries to the employee's Department Head or Village Manager and are not authorized to comment on behalf of the Village or disclose internal matters that involve the operations and management of the Village and its departments, except as authorized by the Village Manager.

Village Manager Authority

The Village Manager is the administrative head of the Village and is responsible for the efficient administration of all departments. The Village Manager's authority, powers and duties are more specifically described in Section 30.04 of the Village Code.

Attendance at Board Meetings

Board Meetings are public forums where Village matters are discussed and decided upon. Attendance at Board Meetings by Village employees is not prohibited. Employees are encouraged to discuss Village matters with their Department Head or the Village Manager.

Department Heads shall not attend or participate in meetings of Village commissions or boards which are the responsibility of another Department Head unless otherwise directed by the Village Manager. Such restriction does not apply if the Department Head is an appointed member of such board. Such appointed members include, in some cases, the Village Manager, Police Chief, Fire Chief and Director of Human Resources, or Finance Director.

Dealing with Elected Officials

Except for the purpose of inquiry, elected Village officials are required to deal with the administrative service only through the Village Manager.

If an elected official attempts to **direct the activity** of an employee, such employee shall confer with his Department Head or the Village Manager prior to taking any action.

Procedures for discussing personnel or other confidential matters should be in accordance with the Village's channels of communication such as the Village Manager, Director of Human Resources, or Department Head.

Use of Public Funds

Pursuant to Section 36.06 of the Village Code, it is the policy of this Village that the President, Board of Trustees, and all Village officials, employees, or agents, shall use public funds, property, or credit only for public purposes.

Gifts & Gratuities

Elected and appointed officials and employees of the Village must fully comply with provisions set forth in the Illinois State Officials and Employees Ethics Act and with Section 38.03 of the Village Code adopting the Act and setting forth applicable provisions relative to gifts. Failure to do so shall be subject to disciplinary action up to, and including discharge, as appropriate.

Compensation

Overtime

Employees who are classified by the Village as "nonexempt" will be paid, for hours worked in excess of forty (40) in a work week or period, at one-and-one-half times their hourly rate.

Employees must follow department guidelines with regard to overtime authorization. Additionally, the Village, through the Department Heads, reserves the right to assign overtime as circumstances may require. All overtime must be approved by the Department Head in advance. Should an employee work overtime which was neither authorized nor approved by Department Head, the employee will be paid for the time s/he worked, but will be subject to discipline, up to and including termination.

*For **employees represented by a union**, where the CBA conflicts with this Handbook, the CBA controls.*

Payday

Employees are paid on a bi-weekly basis throughout the year. Paychecks are issued by the financial office. Paychecks compensate employees for work performed in the pay period established. If that day falls on a holiday, then pay is issued on the day before that holiday.

The Village of Maywood strives to ensure that employees are paid in accordance with state and federal compensation laws and receive their paychecks in a predictable and timely fashion. In return, we expect all employees to accurately record their time and report any errors in time reporting or payment.

Pay Practices

It is the policy of the Village of Maywood to provide and maintain a salary administration program that strives for equity, fairness, and justice, to the fullest extent possible, in compensating all employees for the work they perform pursuant to the Village's Wage Classification Plan.

Payroll Deductions

No payroll deduction will be made from an employee's paycheck unless authorized by the employee or required by law. Employee deductions shall include changes in family status, address or other information that could affect the amount of deductions withheld.

These include Social Security and income taxes, retirement system contributions, court ordered child support, and any other deductions required by law. Additionally, deductions may be authorized for employee contributions to health and dental insurance, supplemental insurance and deferred compensation plans requested by the employee.

Any changes must be submitted to the Payroll Department on the Monday preceding the end of the pay period.

Expenses Reimbursement

An employee will be reimbursed for expenses incurred in completing his/her work-related assignment in accord with the policies established by the Village. Each employee is responsible for providing verified receipts for any expense for which reimbursement is requested.

Travel expenses for all employees' attendance at meetings, seminars, training, and conferences are reimbursable subject to the following guidelines and the Village's travel policies:

- Travel must be authorized by the employee's Supervisor and Village Manager.
- Approved expenses include meals, car rental, taxi, limo, parking, tolls, registration, lodging, airfare (coach accommodations).
- An available Village vehicle is to be used for travel. If unavailable, personal car mileage at the current Internal Revenue Service rate is allowed.
- All expenses must be accompanied by receipt to be reimbursable, and an expense report must be filled out.

Leaving The Village of Maywood

Exit Benefits

Benefits coverage ends as of the last date of employment. However, medical, dental and vision benefit coverage may continue to the last day of the month in which the last day of employment falls. Eligible employees will receive a Consolidated Omnibus Budget Reconciliation Act ("COBRA") notification after the last day of work which allows enrollment in the continuation of certain benefits post-employment.

Exit Interview

The Human Resources Department continually strives to improve our employee practices, relations and methods of doing business. The exit interview process takes approximately fifteen (15) minutes and provides a wealth of information about your employment experience here with the Village of Maywood. The information will be used to help us to identify and improve things for your coworkers who are still employed and to improve working conditions in the Village.

The survey is completely anonymous unless you decide to call or provide identifying information. Please contact the Human Resources Director prior to your last day to complete the survey via internet or face-to-face as you prefer.

Final Paycheck

Employees leaving the Village must return badges, office keys, corporate credit cards, and all other Village property. All vacation and sick time (per collected bargaining agreement or Village policy) will be paid out on the final paycheck, to be issued no later than the next regularly scheduled payday, and if there are unpaid obligations to the Village, the appropriate deductions will be made.

Giving Notice

To provide continuity of business services, the Village requests that you give notice prior to resignation. Four (4) Weeks' notice is requested of management employees, four (4) weeks for professional personnel, and two (2) weeks for all other personnel.

Verification of Employment

The Village of Maywood wishes you much success in your future endeavors. The Human Resources Department will provide employment verification to an outside party related to your employment only with a signed authorization from you. We will provide dates of employment and position held at the time of termination. The Human Resources Department does not provide employment references.

Employee Handbook Acknowledgment and Receipt

I acknowledge having received a copy of the Village of Maywood Employee Handbook and HR Policies. I understand and agree that the Employee Handbook and HR Policies are not an express or implied contract of employment and does not create any rights in the nature of an employment contract. I understand and agree that, unless I am the subject of an employment contract or a collective bargaining agreement, I am an employee at-will who can be terminated at any time, with or without cause and with or without notice.

I agree to read and become familiar with the contents of the Employee Handbook and HR Policies, to keep the Employee Handbook and HR Policies or to access copies of it for future reference and to observe present and future Village policies, standards and rules outlined in the Employee Handbook and HR Policies. I understand that my employment relationship is subject to the terms of the Employee Handbook and HR Policies and the direction of my supervisor(s). Furthermore, I understand that the Employee Handbook and HR Policies will be reviewed periodically by the Village and that the Village reserves the right to alter, amend, modify, or terminate any benefits, or provisions contained in the Employee Handbook and HR Policies at any time it chooses with or without notice to me. I also understand and acknowledge that the Employee Handbook and HR Policies incorporate the terms and conditions of my employment and supersede any and all past manuals, handbooks, policies, procedures, understandings and standards, written and verbal, express or implied, except where an employment contract or collective bargaining agreement is applicable.

I further understand and acknowledge that no one except the Village Manager can alter or change, verbally or otherwise, any of the provisions contained in the Employee Handbook and HR Policies and that any changes can only be made by the Village Manager in writing.

_____

Employee's Name in Print

_____

Signature of Employee

_____

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

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-2022-_____

A RESOLUTION AUTHORIZING AND APPROVING THE 2022 VILLAGE OF MAYWOOD EMPLOYEE HANDBOOK, HUMAN RESOURCES POLICIES AND FORMS

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 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

Village of Maywood

Policy Title: Drug Free Workplace

Department: Human Resources
Policy No: **105** **Pages 1 of 6**

December 7, 2022

Purpose: In compliance with the Drug-Free Workplace Act of 1988, the Village of Maywood has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of Village of Maywood employees and to the security of the Village's equipment and facilities. For these reasons, the Village of Maywood is committed to the elimination of drug and alcohol use and abuse in the workplace.

Level of Responsibility: This policy applies to all employees and all applicants for employment of the Village of Maywood. The Human Resource Director (HRD) is responsible for policy administration.

Policy: The Village of Maywood requires that all employees be drug-free and alcohol-free while at work. While at work, all employees are prohibited from manufacturing, possessing, using or distributing drugs or alcohol, having a prohibited amount of a drug in their body, or being under the influence of alcohol or drugs.

Definitions:

Village Premises: includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by the Village of Maywood or any site on which the Village is conducting business.

Drugs: Drugs shall be defined as any controlled substance as listed in the Illinois Controlled Substances Act (720 ILCS 570), the Cannabis Control Act (720 ILCS 550), and substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug, which is not being taken according to prescribed dosages.

Refuse to Cooperate: means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discipline up to and including discharge.

Procedures:

I. Employee Assistance Services (EAP)

A. Self-Referral:

1. Village of Maywood will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline or termination under this or other Village of Maywood policies.

2. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law.

B. **Management Referral**:

1. An employee who is determined to be under the influence of cannabis, or tests positive for alcohol or drugs, or who admits to a drug or alcohol problem while being disciplined for performance problems, shall be referred to the EAP. The employee must accept the referral and provide documentation of his or her successful completion of an evaluation and any recommended treatment including aftercare. Where applicable, employees will also sign a Last Chance Agreement (see forms). Failure to comply will result in discipline, up to and including termination.

C. **Fit for Duty**:

1. Employees should report to work fit for duty and free of any adverse effects of illegal drugs, Cannabis/Cannabis products or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications.
2. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

II. Work Rules

A. Whenever employees are working, are operating any Village of Maywood vehicle, are present on Village of Maywood premises or are engaged in the performance of Village - related work offsite, they are prohibited from:

1. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
2. Being under the influence or impaired as a result of use alcohol, cannabis or an illegal drug.
3. Possessing or consuming alcohol or cannabis.

B. Members of management may consider an employee to be impaired or under the influence if they have a good faith belief that an employee manifests specific, articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a the duties, responsibilities and work being performed; or carelessness that results in any injury to the employee or others.

C. The Village of Maywood will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must be prepared to present proof of a current prescription.

D. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

E. **Any Village employee that holds a position that requires a CDL may not partake in recreational cannabis.** Cannabis is still illegal under federal law, meaning all "safety sensitive" employees who are subject to federally mandated drug testing are still prohibited from using the drug.

F. **Any Sworn Police Personnel may not use or ingest cannabis per Village Policy.**

III. Required Testing

A. **Pre- Employment:**

Applicants being considered for hire must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

B. **Reasonable Suspicion:**

1. Employees are subject to testing based on (but not limited to) observations by at least two members of management of apparent workplace use, possession or impairment. The Human Resources Director should be consulted before sending an employee for testing. Management must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence or impaired as a result of use of illegal drugs, cannabis, or alcohol as provided in Section II.B.

2. When reasonable suspicion testing is warranted, both management and the Human Resources Director will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in disciplinary action up to and including termination.

3. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for the employee to be transported home.*

C. **Post-accident**:

1. Employees are subject to testing when they cause or contribute to accidents that seriously damage a Village of Maywood vehicle, equipment, or property or that result in an injury to themselves or another employee requiring offsite medical attention. Testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in disciplinary action up to and including termination.

2. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for the employee to be transported home.*

D. **Random Testing:**

Any employee holding a safety-sensitive position may be asked, at any time and on a random basis, to submit to a drug or alcohol test. Any employee who has tested positive on any alcohol or drug test, and who is allowed to return to work after such test, may be asked, at any time during the 12-month period following such return, to submit to a drug or alcohol test.

E. Commercial Driver License Holders:

Any employee holding a CDL shall be subject to testing pursuant to Department of Transportation regulations.

F. Collection and Testing Procedures:

1. Employees subject to alcohol testing will be transported to a Village designated facility and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee.

2. Applicants and employees subject to drug testing will be transported to a Village - designated testing facility and directed to provide urine specimens. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of cannabis, cocaine, opiates, amphetamines, PCP, and all other "controlled substances" as defined by the federal Controlled Substances Act (21 U.S.C. § 812), the Illinois Controlled Substances Act (720 ILCS 550), or the Illinois Cannabis Control Act (720 ILCS 550). The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

3. The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by the Village, who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to the Village of Maywood until such time that the MRO has confirmed the test to be positive.

IV. Consequences

A. Applicants who refuse to cooperate in a drug test or who test positive for alcohol or illegal drugs will not be hired and will not be allowed to reapply/retest in the future. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense an illegal drug in violation of this policy will be subject to discipline up to and including termination.

B. Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, CBA, the employee's work history/record and any state law requirements, the Village may require an employee who has tested positive on any alcohol or drug test to sign a last chance agreement and to participate in an approved alcohol or drug counseling and rehabilitation program as a condition of being allowed to return to work. Such program may include follow-up alcohol or drug testing at times and frequencies determined by Village for a minimum of one year but not more than two years. If the employee either fails to complete the counseling and rehabilitation program or tests positive thereafter, he or she shall be subject to further disciplinary action up to and including termination.

V. Confidentiality

A. Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

VI. Inspections

A. The Village reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have union representation involved in this

process. All employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

VII. Crimes Involving Drugs

A. The Village prohibits all employees from manufacturing, distributing, dispensing, possessing, or using an illegal drug or cannabis in or on Village premises or while engaged in work for the Village. Village employees are also prohibited from misusing legally prescribed or over the counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

Cross Reference
General Rules of Employment
Reasonable Suspicion

Forms
Last Chance Agreement
Reasonable Suspicion Observation Checklist

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos Arevalo	Legal Counsel	

Original Date: **December 7, 2022**

Reasonable Suspicion Observation Checklist

Employee Name: _____ Department: _____
Position: _____ Supervisor: _____
Date: _____ Time: _____AM/PM

Check all specific and contemporaneous observations and document the following:

Behavior

❑ Unsteady gait, stumbling
❑ Drowsy, lethargic, sleepy
❑ Agitated, anxious, restless
❑ Hostile, belligerent
❑ Irritable, moody
❑ Depressed, withdrawn
❑ Unresponsive, distracted
❑ Clumsy, uncoordinated
❑ Tremors, shakes
❑ Flu-like illness complaints
❑ Suspicious, paranoid, irrational
❑ Hyperactive, fidgety
❑ Inappropriate, uninhibited
❑ Frequent breath-freshener use
❑ Disoriented, confused, unfocused
❑ Discussions about death, suicide, harming others
❑ Discussions about obtaining/using drugs/alcohol

Appearance

❑ Flushed complexion
❑ Needle marks
❑ Bloodshot eyes
❑ Tearing, watery eyes
❑ Irritable, moody
❑ Large (dilated) pupils
❑ Small (constricted) pupils
❑ Clumsy, uncoordinated
❑ Unfocused, blank stare
❑ Disheveled clothing
❑ Unkempt appearance
❑ Cold, clammy, excessive sweating
❑ Changes after breaks or lunch
❑ Sunglasses at inappropriate times

Speech

❑ Slurred, thick
❑ Incoherent
❑ Exaggerated enunciation
❑ Loud, boisterous
❑ Rapid, pressured
❑ Excessively talkative
❑ Nonsensical, silly
❑ Cursing, inappropriate
❑ Unusually slow, soft

Body Odors

❑ Alcohol
❑ Marijuana

Other

❑ Dexterity
❑ Agility
❑ Carelessness
❑ Disregard for safety of self, others

Other Observations:

_____
_____
_____
_____
_____

_____ _____ _____
Supervisor #1 Name Supervisor #1 Signature Date

_____ _____ _____

Supervisor #2 Name Supervisor #2 Signature Date

Last Chance Agreement

The following agreement is a commitment to the conditions of employment between the Village of Maywood and _____ (employee name).
I, _____ (employee name) understand that because of my violation of the Drug and Alcohol Policy, I have been formally informed by the Village that my employment as of this date _____ is conditional regarding my compliance with the conditions enumerated below.

I agree to:

1. An evaluation by a Substance Abuse Professional (SAP), that has been approved by the Company set through the Employee Assistance Program; and

2. Participate in any rehabilitation or educational program, that has been approved by the Village and the SAP, for professional treatment regarding the violation of this policy; and

3. Return to work only after presenting a “recommendation” for a return to duty “signed by my treatment counselor; and

4. Follow the treatment prescribed by my treatment counselor to its conclusion; and

5. Consent to “follow-up” substance abuse testing at the request of the Village for a period of up to 24 months.

7. Be subject to all other work rules including attendance, tardiness, and job performance issues.

8. Agree to sign a release of information statement to allow my treatment provider to report to the Human Resources Director any lapse or missed treatment sessions.

Failure to comply with these conditions or a second positive test result, a refusal to test, or an adulterated test result will be just cause for my immediate termination.

By signing below, you are indicating that you understand this agreement. If you understand and agree to the conditions of this Last Chance Agreement and commit to comply with these conditions, and you understand that any violation of the above conditions, including another positive test result or refusal, will be grounds for termination of employment, please indicate such by signing your name, and today’s date, below.

_____ _____
Signature of Employee Date

_____ _____
Signature of Human Resources Director Date

Village of Maywood

Email/Internet/Social Media
Department: Human Resources
Policy No: 110 Pages 1 of 2

Date: December 7, 2022

Purpose:
To provide employees with email and internet protocols to ensure effective electronic correspondence and communications.

Level of Responsibility:
All employees with access to email and the internet through Village of Maywood.

Policy:
When accessing the internet/e-mail through Village's resources, employees are expected to do so in a manner that is consistent with the mission, values, and standards of conduct of the Village.

Procedure:

1. Employees are advised that any communications transmitted through the Village's internet and email are not private and may be viewed, accessed, or disclosed at any time by the Village.
2. Use of the internet in a manner that is not consistent with the mission of the Village, misrepresents the Village, or violates any Village policy or rules in the Employee Handbook, is prohibited.
3. Access to unapproved internet sites during or outside of work hours, at the employee's workstation, is subject to discipline up to and including termination. These sites include all social networking sites and any other online forum.
4. Internet and e-mail access may not be used for transmitting, retrieving, or storing any communications of a defamatory, discriminatory, harassing, or pornographic nature. Any communication of a derogatory or inflammatory nature regarding an individual's race, color, ancestry, religion, sex, national origin, citizenship status, age, pregnancy, marital status, sexual-orientation, gender identity or expression, physical or mental disability, or any other characteristic protected by federal or state law r any use of the internet and e-mail that constitutes a violation of the Village's Harassment Policy HR100 is strictly prohibited.
5. Disparaging, abusive, profane, or offensive language; materials that might adversely or negatively reflect upon Village or be contrary to the Village's best interests; and any illegal activities are also forbidden.
6. Internal and external electronic messages sent or received via Village computers, internet or email are considered business records and may be subject to the Illinois Freedom of Information requests and/or discovery in the event of litigation.

7. The use of Village's email domain to express personal views or promote personal interests is prohibited and constitutes a misuse of Village property.

Email Etiquette

When utilizing e-mail, etiquette is important. Some strategies for effective e-mail communication are as follows:

- Keep all messages as brief as possible will minimize reading time for recipient, therefore keeping communication efficient.
- Be as complete as possible by using simple rules of who, what, when, where, and why to answer any anticipated questions.
- Avoid communicating through e-mail on any subject that is sensitive or confidential that should be addressed in person, if possible.
- Check for accuracy and apply all good business writing techniques, using correct grammar, spelling, and punctuation.
- Read all messages and respond regularly and follow up as necessary.
- Avoid the use of typing a message in all capital letters; and
- Be careful not to use the "Reply All" function when not intended or necessary.

Social Media

Unless employee duties specifically include the use of social media platforms on behalf or for the benefit of the Village, employees shall refrain from using social media, posting, or engaging in any social media activity while on work time or while using Village computers and equipment. Outside of work hours, employees shall not represent themselves or suggest that they are a Village spokesperson and must not engage in any social media activity, publish, or post anything that suggest or appear to suggest that they are speaking for or on behalf of the Village.

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos Arevalo	Legal Counsel	

Supersedes Date:
Prior Revisions/Reviews:
Original Date: December 7, 2022, 2022

Village of Maywood

Whistleblower Protection Policy
Department: Human Resources
Policy No: 115 Pages 1 of 3
Date: December 7, 2022

Purpose:
The Village of Maywood is committed to providing a work environment where employees are free to report suspected Improper Governmental Activity or conditions that significantly threaten the health or safety of employees or the public without fear of retribution and where employees can be candid and honest without reservation in conducting the Village's business. It should be noted that the Village shall abide by more specific whistleblower protections codified in the *State Officials and Employees Ethics Act*, 5 ILCS 430/10-30 et seq. as adopted by the Village Code of Ordinances, the *Public Officer Prohibited Activities Act*, 50 ILCS 105/0.01 et seq., and the *Whistleblower Act*, 740 ILCS 174/1 et seq.

Level of Responsibility: All Employees

Definitions

Adverse Employment Action: Any adverse change in the employee's employment status or terms and conditions of employment that results from an employee's Protected Activity, including, but not limited to any unsubstantiated reprimands, unsatisfactory performance evaluations, demotion, reduction in pay, denial of promotion, transfer or reassignment, suspension or dismissal, or any other disciplinary action taken against the employee.

Complainant: An employee who submits a complaint under this policy. For purposes of this policy, "employee" includes a current Village employee or a former Village employee who was employed at the time the relevant events occurred and includes appointed and elected officials.

Improper Governmental Activity: Any activity undertaken by a Village official, or by a Village employee that is undertaken by the individual and that is in violation of any state or federal law or regulation, is an abuse of authority, violates the public's trust, is a substantial and specific danger to the public's health or safety, or is a gross waste of public funds.

Protected Activity: A action taken in good faith, including a report or communication based on, or when carrying out, job duties, that discloses or demonstrates an intention to disclose information the employee reasonably believes to be an Improper Governmental Activity or when the employee participates in, assists, or provides testimony or information in any investigation, hearing, or inquiry into any Improper Governmental Activity. Protected Activity also includes an employee refusal to engage or participate in an activity that would result in a violation of state or federal law, rule, or regulation.

Retaliation Complaint: A written complaint or report filed under this policy that alleges that a Village official or employee retaliated by taking an Adverse Personnel Action against the Complainant because the Complainant engaged in a Protected Activity.

Policy:
A Village official or employee may not retaliate against an employee who has engaged in a Protected Activity.

The Village will investigate thoroughly any Improper Governmental Activity and Retaliation Complaints filed, provide
appropriate relief to any employee or applicant harmed by violation of this policy,
and take appropriate action against employees who violate this policy

Procedure:

Filing a Retaliation Complaint (Where, When and How to File)

A Retaliation Complaint must be filed with the Director of Human Resources or with the Complainant's supervisor following an Adverse Employment Action that the Complainant believes was taken against the Complainant
for having engaged in a Protected Activity. If the Complainant files a Retaliation Complaint with his/her supervisor, the supervisor will promptly forward it to the Director of Human Resources.

A. Required Allegations for a Retaliation Complaint

A Retaliation Complaint must include the allegations set forth below for the type of complaint being filed with as much specificity as possible.

B. Processing a Complaint

1. **Review Upon Submission**
   After a complaint has been submitted with or referred to the Director of Human Resources, he/she will promptly send the Complainant written acknowledgment of the complaint's receipt and review.

2. **Investigation**

a. **Investigation Process**
The investigator will review the Retaliation Complaint and other relevant materials submitted by the Complainant. In addition, the investigator may request and review other documents and materials relevant to the allegations. The investigator will, whenever possible, interview the Complainant and the accused employee(s). In addition, the investigator may interview any other witnesses who the investigator believes are necessary to conduct a thorough investigation.

b. **Investigation Report**
The investigator will prepare a written report containing including recommendations as to findings of fact based on the evidence and the investigator's conclusion as to whether retaliation in violation of the policy occurred. When the investigation report is completed, it will be delivered to the Village Manager.

c. **Time Frame for Investigation**
An investigation will be conducted as expediently as possible.

C. Decision by the Village Manager

The Village Manager will render a written decision based on the recommended findings and conclusions in the report.

D. Consequences for a Village Employee Who Violated the Policy

The Village Manager will take appropriate action following a finding that an employee has violated this policy, including any disciplinary action up to and including termination, as may be governed by this policy, the Employee Handbook and/or applicable CBA.

Effective Date: 12/07/222

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos Arevalo	Legal Counsel	

Supersedes Date:
Prior Revisions/Reviews:
Original Date: December 7, 2022

Village of Maywood

Reasonable Suspicion Policy

Department: Human Resources
Policy No: 120 Pages 1 of 3
Date: December 7, 2022

Purpose: The Village of Maywood in compliance with the Drug-Free Workplace Act of 1988 has a longstanding commitment to provide a safe, quality-oriented, and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of Village of Maywood employees and to the security of the Village's equipment and facilities.

Level of Responsibility: All Employees

Policy: Employees are subject to testing based on, but not limited to, observations of apparent workplace use, possession, or impairment by at least two members of management. HR or the Village Manager should be consulted before sending an employee for testing. Management must use the reasonable suspicion observation checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol.

Procedure:

Observation of Behavior
When a supervisor is notified or suspects an individual may be in violation of the Drug-Free Workplace Policy:

- The supervisor must observe the behavior of the individual and immediately complete the Reasonable Suspicion Testing Checklist. Generally, there must be a good faith belief that an employee manifests specific, articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a the duties, responsibilities and work being performed; or carelessness that results in any injury to the employee or others.
- After completing the Reasonable Suspicion Testing Checklist, if the supervisor believes there is reasonable suspicion that the individual may be in violation of the policy (e.g. using, is impaired, or is under the influence of drugs or alcohol while at work), the supervisor must contact their manager. If after a reasonable effort, the supervisor is unable to contact the manager, another witness (such as a supervisor, manager, or Human Resource Director) must be utilized.
- The other witness must observe the behavior of the individual and complete a separate Reasonable Suspicion Testing Checklist.
- After completing the Reasonable Suspicion Testing Checklist, if the supervisor and Human Resources Director believe the individual may be in violation of the policy, the

supervisor and Human Resources Director must escort the individual to an area where a conversation with the individual can be held in private.

When reasonable suspicion testing is warranted, both management and the Human Resources Director will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in disciplinary action up to and including termination.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for the employee to be transported home.

Employees subject to drug testing will be transported to a designated testing facility and directed to provide urine specimens. Employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, and all other "controlled substances" as defined by the federal Controlled Substances Act (21 U.S.C. § 812), the Illinois Controlled Substances Act (720 ILCS 550), or the Illinois Cannabis Control Act (720 ILCS 550). The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by the Village, who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to the Village of Maywood until such time that the MRO has confirmed the test to be positive.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, CBA, the employee's work history/record and any state law requirements, the Village may require the who has tested positive on any alcohol or drug test to sign a last chance agreement and to participate in an approved alcohol or drug counseling and rehabilitation program as a condition of being allowed to return to work. Such program may include follow-up alcohol or drug testing at times and frequencies determined by Village for a minimum of one year but not more than two years. If the employee either fails to complete the counseling and rehabilitation program or tests

positive thereafter, he or she shall be subject to further disciplinary action up to and including termination.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Cross Reference
Drug Free Workplace

Forms
Observation of Suspicion
Last Chance Agreement

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos S. Arevalo	Legal Counsel	

Supersedes Date:
Prior Revisions/Reviews:
Original Date: December 7, 2022

December 7, 2022

(A) Adoption. As provided in Section 38.03 of the Village of Maywood Code of Ordinances, the regulations of Sections 5-15 (5 ILCS 430/5-15) and Article 10 (5 ILCS 430/10-10 through 10-40) of the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq. are hereby adopted by reference and made applicable to the officers and employees of the Village to the extent required by Section 705 of the Act (5 ILCS 430/70-5).

(B) Regulations of State Officials and Employees Ethics Act. The following regulations of State Officials and Employees Ethics Act apply to the officers and employees of the Village:

- **a.** The solicitation or acceptance of gifts prohibited to be solicited or accepted under the Act, by any officer or any employee of the Village, is hereby prohibited.
- **b.** The offering or making of gifts prohibited to be offered or made to an officer or employee of the Village under the Act is hereby prohibited.
- **c.** The participation in political activities prohibited under the Act, by any officer or employee of the Village, is hereby prohibited.
- **d.** For purposes of this section, the terms "officer" and "employee" shall be defined as set forth in Section 70-5(c) of the Act (5 ILCS 430/70-5(c)).
- **e.** The penalties for violations of this section shall be the same as those penalties set forth in Section 50-5 of the Act (5 ILCS 430/50-5) for similar violations of the Act.
- **f.** This section does not repeal or otherwise amend or modify any existing ordinances or policies, which regulate the conduct of Village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this section, however, the provisions of this section shall prevail in accordance with the provisions of Section 705(a) of the Act (5 ILCS 430/70-5(a)).
- **g.** Any amendment to the Act that becomes effective after the effective date of this section shall be incorporated into this section by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this section by reference without formal action by the corporate authorities of the Village.
- **h.** If the Illinois Supreme Court declares the Act unconstitutional in its entirety, then this section shall be repealed as of the date that the Illinois Supreme Court's decision becomes final and not subject to any further appeals or rehearings. This section shall be deemed repealed without further action by the corporate

authorities of the Village if the Act is found unconstitutional by the Illinois Supreme Court.

i. If the Illinois Supreme Court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this section shall remain in full force and effect; however, that part of this section relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the Village.

(C) Gift Ban. Except as otherwise provided in this Policy, no employee shall intentionally solicit or accept any gift from any prohibited source or in violation of any federal or State statute, rule, or regulation. This ban applies to and includes the spouse of and immediate family living with. No prohibited source shall intentionally offer or make a gift that violates this Policy. These provisions do not apply to the following:

a. Opportunities, benefits, and services that are available on the same conditions to the public.

b. Anything for which the employee pays the market value.

c. Any contribution that is lawfully made under the Election Code or under this Act or (ii) activities associated with a fundraising event in support of a political organization or candidate.

d. Educational materials and missions.

e. Travel expenses for a meeting to discuss Village business.

f. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancé.

g. Anything provided by an individual based on a personal friendship unless the employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the employee and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the employee shall consider the circumstances under which the gift was offered, such as (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the employee the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the employee the

individual who gave the gift also at the same time gave the same or similar gifts to other employees.

h. Food or refreshments not exceeding $75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to eat and delivered by any means.

i. Food, refreshments, lodging, transportation, and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the employee as an employee) of employee, or the spouse of the employee, if the benefits have not been offered or enhanced because of the employment of the employee and are customarily provided to others in similar circumstances.

j. Intra-governmental and inter-governmental gifts. For the purpose of this Policy, "intra-governmental gift" means any gift given to an employee by another employee; and "inter-governmental gift" means any gift given to an employee by a member, officer, or employee of another governmental entity.

k. Bequests, inheritances, and other transfers at death.

l. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than $100.

Each of the exceptions listed in this Section is mutually exclusive and independent of one another.

(D) Disposition of Gifts. An employee does not violate this Policy if the employee promptly takes reasonable action to return the prohibited gift to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended.

(E) Conflicts of Interest

It is the intention of the Village to avoid any and all business and financial transactions where there may be a possible conflict of interest. Therefore, it is the policy of the Village that no employee or elected or appointed official shall have a financial interest, direct or indirect, in any contract with the Village, or be financially interested, directly or indirectly, in the sale to or purchase by the Village of land, materials, supplies, or except on behalf of the Village as an employee. Further limitations are set forth in Section 38.03 of the Village Code, and are incorporated by reference into this Policy.

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos S. Arevalo	Legal Counsel	

Original Date: December 7, 2022

Village of Maywood

Equal Employment Opportunity Policy
Department: Human Resources
Policy No: 300 Pages 1 of 1
Date: December 7, 2022

Purpose and Policy:
The Village of Maywood is an equal opportunity employer. In accordance with anti-discrimination law, it is the purpose of this policy to effectuate these principles and mandates. The Village prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other characteristic protected by law. The Village conforms to the spirit as well as to the letter of all applicable laws and regulations.
The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between the Village of Maywood and its employees, including:

- Recruitment.
- Employment.
- Promotion.
- Transfer.
- Training.
- Working conditions.
- Wages and salary administration.
- Employee benefits and application of policies.

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with the Village of Maywood.

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	_____
Carlos Arevalo	Legal Counsel	_____

Supersedes Date:
Prior Revisions/Reviews:
Original Date: December 7, 2022

Village of Maywood

Policy Title: Americans with Disabilities Act (ADA)
Department: Human Resources
Policy No: 305 Pages 1 of 4

December 7, 2022

Purpose

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Village of Maywood to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the Village's policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Procedures

When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant.

The Village will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to Village of Maywood. Contact the Director of Human Resources with any questions or requests for accommodation.

Individuals who are currently using illegal drugs are excluded from coverage under the Village's ADA policy.

Any employee who believes that he or she has been discriminated against due to a physical or mental disability should immediately report the problem or incident to his or her supervisor, department head, the Director of Human Resources or the Village Manager. All complaints of discrimination due to a disability shall be investigated immediately, and the findings of the

investigation and any remedial actions taken shall be reported to the employee making the report.

Terms Used in This Policy

As used in this ADA policy, the following terms have the indicated meaning:

- Disability: A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
- Major life activities: Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.
- Major bodily functions: Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed “mental retardation”), organic brain syndrome, emotional or mental illness and specific learning disabilities.
- Substantially limiting: In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.
- Direct threat: A significant risk to the health, safety, or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.
- Qualified individual: An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

- Reasonable accommodation: Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
- Undue hardship: An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:
    - The nature and cost of the accommodation.
    - The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
    - The overall financial resources of the employer; the size, number, type and location of facilities.
    - The type of operations of the company, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
- Essential functions of the job: Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

FORMS

Accommodation Request Form
Accommodation Approval/Denial Form

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos Arevalo	Legal Counsel	

Original Date: December 7, 2022

ADA Reasonable Accommodation Request Form



Date: _____

Employee's Name: _____

Phone: _____ Email: _____

Job title: _____ Department: _____

Supervisor's name: _____

Describe the nature, extent and duration of your disability:

_____

_____

Describe the accommodations you believe are needed to enable you to perform the essential functions of this job:

_____

_____

Provide the name, address, telephone and fax numbers of your health care provider. The provider may receive a the attached Medical Inquiry Form from us for information regarding your impairment/disability and recommendations for accommodations.

_____

_____

_____

Attach any supporting documentation that may be helpful in evaluating this request for accommodation.

I authorize the release of information regarding my disability to [Company name} management as deemed necessary by human resources to facilitate this request for accommodation.

Employee signature: _____

Date: _____

MEDICAL INQUIRY FORM

Employee:

Employer: James Ellexson
Director of Human Resources
708-450-4486
jellexson@maywood-IL.org

A. Questions to help determine whether an employee has a disability.

For reasonable accommodation under the ADA, an employee has a disability if he or she has an impairment that substantially limits one or more major life activities or a record of such an impairment. The following questions may help determine whether an employee has a disability:

Does the employee have a physical or mental impairment?	Yes ☐	No ☐

If *yes*, what is the impairment or the nature of the impairment?

Answer the following question based on what limitations the employee has when his or her condition is in an active state and what limitations the employee would have if no mitigating measures were used. Mitigating measures include things such as medication, medical supplies, equipment, hearing aids, mobility devices, the use of assistive technology, reasonable accommodations or auxiliary aids or services, prosthetics, learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, and physical therapy. Mitigating measures do not include ordinary eyeglasses or contact lenses.

Does the impairment substantially limit a major life activity as compared to most people in the general population? ***Note:*** *Does not need to significantly or severely restrict to meet this standard. It may be useful in appropriate cases to consider the condition under which the individual performs the major life activity; the manner in which the individual performs the major life activity; and/or the duration of time it takes the individual to perform the major life activity, or for which the individual can perform the major life activity.*	Yes ☐	No ☐ OR Describe the employee's limitations when the impairment is active.

If *yes*, what major life activity(s) (includes major bodily functions) is/are affected?

☐ Bending	☐ Hearing	☐ Reaching	☐ Speaking	☐ Other: (describe)
☐ Breathing	☐ Interacting With Others	☐ Reading	☐ Standing	
☐ Caring For Self	☐ Learning	☐ Seeing	☐ Thinking	
☐ Concentrating	☐ Lifting	☐ Sitting	☐ Walking	
☐ Eating	☐ Performing Manual Tasks	☐ Sleeping	☐ Working	

Major bodily functions:

☐ Bladder	☐ Digestive	☐ Lymphatic	☐ Reproductive
☐ Bowel	☐ Endocrine	☐ Musculoskeletal	☐ Respiratory
☐ Brain	☐ Genitourinary	☐ Neurological	☐ Special Sense Organs & Skin
☐ Cardiovascular	☐ Hemic	☐ Normal Cell Growth	☐ Other: (describe)
☐ Circulatory	☐ Immune	☐ Operation of an Organ	

B. Questions to help determine whether an accommodation is needed.

An employee with a disability is entitled to an accommodation only when the accommodation is needed because of the disability. The following questions may help determine whether the requested accommodation is needed because of the disability:

What limitation(s) is interfering with job performance or accessing a benefit of employment?

What job function(s) or benefits of employment is the employee having trouble performing or accessing because of the limitation(s)?

How does the employee's limitation(s) interfere with his/her ability to perform the job function(s) or access a benefit of employment?

C. Questions to help determine effective accommodation options.

If an employee has a disability and needs an accommodation because of the disability, the employer must provide a reasonable accommodation, unless the accommodation poses an undue hardship. The following questions may help determine effective accommodations:

Do you have any suggestions regarding possible accommodations to return the employee to work?

If so, what are they?

D. Other questions or comments.

Do you have concerns regarding employee's return to work at this time?

The Village has offered the following accommodations to help her return to the office safely. Please respond to each item listed and the ability to utilize the accommodation to return her to work.

1.
2.
3.
4.
5.

What recommendations do you have to return employee to the work?

Medical Professional's Signature Date

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and

genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Village of Maywood

Licensure and Certification
Department: Human Resources
Policy No: 310 Pages 1 of 2

Date: December 7, 2022

Purpose:
To maintain compliance with all Village of Maywood and regulatory agency requirements regarding Licensure/Certification identifying the process and accountability for obtaining, maintaining and monitoring the active licensure or certificate status of persons who are in positions for which this credential is required.

Level of Responsibility:

Human Resources Department
Managers, Directors
Employees who work in jobs that require a License/certification

Policy:

1. Employees who are in jobs that require a license/certification are responsible for obtaining and maintaining active status with the State of Illinois or governing body.

2. Upon hire the professionally licensed/certified employee must provide the Village of Maywood a current license/certification as required by the person's job description and State regulatory agency.

3. It is the responsibility of the employee to report any disciplinary action or changes in the status of his/her license/certification to the department head within five days of receiving notification of that change in status. Failure to do so may result in termination from employment at the Village of Maywood.

Definitions:

· Licensure: Professional credential that is outlined as a requirement of the Village of Maywood job description and is issued by either the Illinois Department of Financial and Professional Regulation or other state agency charged with regulating this profession.

· Certification: The process of earning an official document, or the act of providing an official document, as proof that something has happened or been done.

· Disciplinary Action: Action taken by the regulating body that issued the license which has an impact on the employee's licensure status.

· Active, unencumbered license: There is no active disciplinary action associated with the State issued credential that places any conditions or limitations on the holder's ability to practice under that license.

Procedure:

I. As a part of the pre-employment screening process, Human Resources will conduct the primary source verification with the state agency that is responsible for granting the current licensure to determine if the status is current and unencumbered or require original certificate for certifications.

II. The Human Resources Department will acquire batch primary source verifications on the licensure of all licensed employees prior to the date of expiration of their licenses. This information will be communicated to the relevant department and maintained in Human Resources.

III. If an active, unencumbered license is not on file with the governing state agency, the employee will be held out of service, without pay for a maximum of 30 days, at which time the employee may be terminated. It is the associate's responsibility to remedy licensure issues with governing agency and to notify the Human Resources department when license is available through governing agency.

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos S. Arevalo	Legal Counsel	

Supersedes Date:
Prior Revisions/Reviews:
Original Date:

Village of Maywood

Policy Title: Family Medical Leave Act (FMLA)

Department: Human Resources
Policy No: 400 Pages 1 of 7

December 7, 2022

The Village of Maywood complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns, or disputes with this policy, please contact the Director of Human Resources.

Eligibility

To be eligible for leave under this policy, employees must meet **all** the following requirements:

- Have worked at least twelve (12) months for The Village of Maywood.
- Have worked at least 1,250 hours for the Village over the twelve (12) months preceding the date the leave would commence.
- Work in a location where the Village employs 50 or more employees within 75 miles.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

Reasons for Leave

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active-duty status.
- To care for a covered service member with a serious injury or illness.

Amount of Leave

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The Village will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Village will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the Village will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the Village may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The Village may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Village and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Village's operations.

Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the Director of Human Resources.

When the need for the leave is foreseeable, the employee must provide the Village with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Village's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the Director of Human Resources will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary. If the Village does not receive a fully completed medical certification with 15 days of the request (unless there is a legitimate reason for the delay), or if the certification does not confirm an FMLA-qualifying condition, the employee's absence will be treated according to the Village's attendance standards.

Designation of FMLA Leave

Within five business days after the employee has submitted the required certification or other documentation, the Director of Human Resources will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

Employee Status and Benefits During Leave

The Village will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the accounting department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.
The Village will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Village will require the employee to reimburse the Village the amount it paid for the employee's health insurance premium during the leave period.

Vacation and sick days do not continue to accrue during family or medical leave. Holiday pay will be provided if the holiday falls within the period of the employee's substituted paid leave. Otherwise, no holiday pay will be paid during family or medical leave.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider prior to returning to work from leave. This requirement will be included in the Village's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The Village may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to Village operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition, or the serious health condition of a family member must use all available sick time.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, when an employee takes six weeks of workers' compensation leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee will then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave prior to being eligible for unpaid leave.

Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the Village may require an employee on FMLA leave to report once every two weeks on the employee's status and intent to return to work.

Definitions

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity. The determination as to whether or not a condition is a "serious health condition" as that term is defined in the Family and Medical Leave Act and the federal regulations promulgated thereunder shall be made by the Village on a case-by-case basis

Spouse means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if the marriage could have been entered into in at least one state.

Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

Qualifying exigency includes short-notice deployment, military events and activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Covered active duty for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The next of kin of a covered service member is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

Covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

Serious injury or illness is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

CROSS REFERENCE

Handbook – Extended Illness
HR Policy 520 Workers Compensation

FORMS

DOL FMLA Request Forms

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos Arevalo	Legal Counsel	

Original Date: December 7, 2022

Village of Maywood

Policy Title: **Search, Inspection & Investigation Policy**
Department: Human Resources
Policy No: 500 Pages 1 of 3

December 7, 2022

Purpose:

It is the policy of Village of Maywood, when deemed necessary by management, for authorized persons to search and inspect both Village property and personal items, including vehicles, brought onto Village property. An employee's refusal to cooperate in a search, inspection or investigation will result in disciplinary action up to and including termination.

Procedures for Unannounced Searches

Decision to search

In most situations, the following Village of Maywood representatives will be involved in a decision to conduct an unannounced search:

- Department Head.
- Director of Human Resources.
- Village Manager

Conducting searches

1. The following persons should conduct and observe any approved unannounced search:
   - Employee's Department Head or supervisor.
   - Director of Human Resources.
   - Police Chief or appointee
2. A minimum of two Village management representatives are required to conduct an unannounced search. These representatives should conduct the search and should record the inventory. Items found and identifying locations should be noted.
3. One of the Village representatives conducting the search must be of the same gender as the person whose belongings are being searched.
4. The search should be conducted in the following manner:

   A. The employee involved will be taken to a private location and informed that Village of Maywood would like to conduct a search and inspection of their personal possessions (including their), in accordance with Village policy. The Village representatives conducting this meeting should ask the employee if they will cooperate with the search.
   B. The search should not begin until the employee gives written consent to the search.
   C. In the presence of all required Village of Maywood representatives and the employee, the designated Village representatives will search as necessary through the employee's

locker, work area, personal items or vehicle. The designated Village representative should record an inventory of all items found during the search and secure relevant items.

5. The following may be searched:
    - Any property of Village of Maywood, including lockers, desks and other individually assigned spaces.
    - Any personal property brought onto Village of Maywood premises by the employee, including:

        Pockets
        Purses/wallets
        Briefcases
        Cars/trucks
        Shopping bags/boxes
        Removable clothing

6. The employee may be asked to remove a coat, sweater, lab coat or similar type of clothing so that it can be inspected. The employee may be asked to turn his or her pockets inside out. The search should not include any form of body searching.

7. A report of the search will be prepared by a Village representative involved in the search. The report should be delivered to the Village Manager.
8. Any employee refusing to submit to a search oh having been found to be in violation of this Policy will be subject to disciplinary action, up to and including termination.

    The report should include the following information:
    - Reason for the search.
    - Who was involved in the search.
    - Where the search was conducted.
    - Date and time of search.
    - What, if anything, was found during the search.
    - What actions were taken with the employee involved.
    - What items were seized and what action was taken with the item(s).
    - What instructions were given to the employee.

9. The Village Manager (or, in his or her absence, the Director of Human Resources) should immediately report to the appropriate authorities any illegal items that are found and should document such notification.

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos Arevalo	Legal Counsel	

Original Date: December 7, 2022

Village of Maywood

Weapon-Free Workplace Policy
Department: Human Resources
Policy No: 505 Pages 1 of 3
Date: December 7, 2022

Purpose:
To ensure that the Village of Maywood maintains a workplace safe and free of violence for all employees, the Village prohibits the possession or use of concealed firearms and other dangerous weapons on Village property. This policy does not apply to Village police officers and other Village employees who have specifically designated or deputized may possess their work-authorized weapons while engaged in official duties.

Persons Covered:
All Village of Maywood workers (except Police) are subject to this provision, including contract workers and temporary employees as well as visitors and customers on Village property. All employees, regardless of whether they are licensed under Illinois law, are strictly prohibited from carrying a concealed firearm or other dangerous weapon into any Prohibited Area, and from carrying a concealed firearm or dangerous weapon while acting in any capacity in his or her employment with the Village. Any employee in violation of this policy will be subject to disciplinary action, up to and including termination.

Definitions
"Village Property" is defined as all property, buildings, or portions of buildings, as well as Village vehicles, owned, leased or otherwise under the control of the Village. Such Village Property shall be deemed a "Prohibited Area" under the Firearm Concealed Carry Act of Illinois (Public Act 98-0063).
"Concealed firearm" shall have the same meaning as that found in the Firearm Concealed Carry Act, which includes any handgun or device designed to expel a projectile by action of an explosion, expansion of gas, or escape of gas that is designed to be held and fired by the use of a single hand.

"Dangerous weapons" include concealed firearms, other firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

Searches of Personal Property
The Village of Maywood reserves the right at any time and at its discretion to search all Village-owned or leased vehicles and all vehicles, plus packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering Village Property, for the purpose of determining whether any dangerous weapon is being, or has been, brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

Parking Areas

A firearm may be transported into a parking area within an employee's personal vehicle if the firearm and its ammunition remain locked in a case out of plain view within the parked vehicle. "Case" is defined as a glove compartment or console that completely encases the firearm and its ammunition, the trunk of the vehicle or a firearm carrying box, shipping box or other container. The firearm may only be removed for the limited purpose of storage or retrieval from within the trunk of the vehicle. A weapon or firearm must first be unloaded before removal from the vehicle. All employees who are storing their firearm in their personal vehicle, pursuant to Illinois law, must inform Village Manager of the location that their vehicle is parked

Enforcement

Any employee found to have carried a dangerous weapon or concealed firearm onto a Prohibited Area knowingly, or found to be carrying a dangerous weapon or concealed firearm under circumstances in which the employee should have known that they were in possession of a dangerous weapon or concealed firearm, may be subject to discipline up to and including, but not limited to, immediate termination of employment, subject to such other employment rules or regulations as may be applicable.

Any individual visiting or conducting business on Village property found to have carried a dangerous weapon or concealed firearm into a Prohibited Area knowingly, or under circumstances in which the person should have known that they were in possession of a dangerous weapon or concealed firearm, may be banned from Village property.

Any individual found to have carried a dangerous weapon or concealed firearm into a Prohibited Area knowingly, or found to be carrying a dangerous weapon or concealed firearm under circumstances in which the individual should have known that they were in possession of a dangerous weapon or concealed firearm, may be subject to administrative action by the Village and possible arrest and prosecution. Violations of this Policy may result in referrals to external law enforcement agencies.

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos Arevalo	Legal Counsel	

Original Date: December 7, 2022

Village of Maywood

Policy Title: Workplace Violence Prevention

Department: Human Resources
Policy No: 510 **Pages 1 of 2**

December 7, 2022

Objective

The Village of Maywood is committed to preventing workplace violence and to maintaining a safe work environment. The Village has adopted the following guidelines to deal with intimidation, harassment or other threats of or actual violence that may occur onsite or offsite during work-related activities.

Scope of Policy

All employees are covered under this policy.

Prohibited Conduct

All employees, vendors, contractors and person conducting business with the Village should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others. Conduct that threatens, intimidates, or coerces another employee, vendor, contractor, or person conducting business with the Village will not be tolerated. Village of Maywood resources may not be used to threaten, stalk, or harass anyone at or outside the workplace. The Village treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities should be reported as soon as possible to a supervisor, security personnel, Department Head, Director of Human Resources, Village Manager. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform Human Resources of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns regarding intimate partner violence. The Village will not retaliate against employees making good-faith reports. The Village is committed to supporting victims of intimate partner violence by providing referrals to the Village's employee assistance program and community resources and providing time off for reasons related to intimate partner violence and providing leave pursuant to VESSA.

Investigations and Enforcement

The Director of Human Resources will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. The Village will not

retaliate against employees making good-faith reports of violence, threats, or suspicious individuals or activities. To maintain workplace safety and the integrity of its investigation, the Village may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of this Policy will be subject to disciplinary action up to and including termination of employment.

The Village encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. The Village will not discipline employees for raising such concerns.

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos Arevalo	Legal Counsel	

Original Date: December 7, 2022

Village of Maywood

Policy Title: Use of Village Property Policy

Department: Human Resources
Policy No: 515 Pages 1 of 3

December 7, 2022

Purpose

The purpose of this policy is to ensure that all property maintained by the Village is kept in the best possible working condition and to ensure proper use of such property and the Village of Maywood networks.

"Property," as the term is used in this policy, is defined as any piece of equipment, furnishing, vehicle, building or supply leased, owned, donated or otherwise in the custodial care of the Village of Maywood or any person acting as its agent.

No Village of Maywood employee should expect any privacy on the Village of Maywood premises or when using the Village of Maywood property or networks, except that which is required by law.

General Guidelines on the Use of Village Property

All Village of Maywood employees must maintain their work environment in an orderly fashion and follow all Village of Maywood rules to ensure its proper use and maintenance.

Any employee who is found to have neglected or misused Village of Maywood property will be subject to disciplinary action up to and including termination. If an employee's misuse of Village of Maywood property, damages the property, the Village of Maywood reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of Village of Maywood property is grounds for immediate termination and possible criminal action.

Village of Maywood property (including computers, telephones, cellphones or smartphones, copiers, networks, Internet services and printers) is intended for business use only. Limited personal use as necessary is allowable but should be the exception and not the rule. The Village of Maywood reserves the right to discipline employees for excessive personal use of Village property.

Examples of appropriate use of computers, cellphones or smartphones, network and Internet services, may include tasks such as:

1. Accessing external databases to obtain job-related data;
2. Disseminating appropriate Village documents to other individuals or organizations;

3. Participating in e-mail groups that may provide insight and assistance for job-related functions;
4. Communicating with other Village employees;
5. Communicating with other professionals with similar issues and jobs to share ideas and problem-solve;
6. Obtaining information from vendors on products and services; and
7. Professional development.

Monitoring of Network Communications

The Village of Maywood reserves the right to monitor at any time any communications that use the Village of Maywood networks in any way, including data, voice mail, telephone logs, Internet use and network traffic, to determine proper use.

The Village of Maywood will review network communications activity and will analyze use patterns. the Village of Maywood may choose to publish these data to ensure that Village resources in these areas are being used according to this policy.

No employee may knowingly disable any network software or system identified as a monitoring tool.

Use of Village Vehicles

Any employee for whom driving is an essential job duty must be authorized and approved by the Village to drive the Village of Maywood vehicles. It is the responsibility of the employee driver of a Village of Maywood vehicle to ensure that the vehicle is in full operational condition before each use. The employee driver will sign a vehicle log report noting any problems with, or damage to, the vehicle before each use. Should the employee return the vehicle to the Village with damage, the vehicle log report will be used as support evidence of the condition of the vehicle before it was used by the employee driver. Any vehicle found to be unsafe will be removed from the operational fleet until appropriate maintenance or repairs have occurred.

Employees who drive a vehicle in the course of performing their job duties, whether regularly or occasionally, will refrain from using their phone for text messaging or checking e-mails while driving. Under all circumstances, employees must comply with traffic laws. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline, up to and including discharge

Use and Dissemination of Village Information

"Information," as the term is used in this policy, includes without limitation any information owned or used by the Village of Maywood, such as:

- Any Village employee, customer, or client lists.
- Any Village database information, including addresses and telephone numbers.
- Any information from the Village of Maywood employee personnel files, including employee addresses, telephone numbers, employment status and wage history.
- Any photographs, videotapes, and sound clips of any the Village of Maywood employee, customer or client.

Only the Village Manager who is authorized by the Village of Maywood Trustees may speak on behalf of Village of Maywood. Notwithstanding the foregoing, specific permission from the Village's Trustees will be required before any the Village of Maywood employee may disseminate Village of Maywood information. All FOIA requests will go through the properly designated FOIA Officer and Clerk's Office and policy a procedure will be followed as the law dictates.

No employee may knowingly dispense such information to any outside party unless authorization has been granted. This could include other employees who do not have the right to know such information.

Effective Date: December 7, 2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	_____
Carlos Arevalo	Legal Counsel	_____

Original Date: December 7, 2022

Village of Maywood

Workers Comp Policy
Department: Human Resources
Policy No: 520 Pages 1 of 3
Date: December 7, 2022

Policy
The Village of Maywood will provide benefits under the Workers' Compensation Act and the Workers' Occupational Diseases Act for an employee who suffers an accidental injury or a disabling occupational disease arising out of and in the course of employment by the Village. Injuries sustained outside the scope of employment or while the employee is engaged in work for the benefit of secondary employment, as may be permitted, will not be covered by the Village.

Responsibilities of Employee
An employee who is injured or becomes ill on-the-job shall:

- Report the incident immediately or as soon as reasonably possible to his/her supervisor.
- Seek medical attention, through medical facility, Urgent Care or the Emergency Room. Other resources may be used, as appropriate.
- If an employee must be off work due to the incident, he/she is expected to comply with all treatment regimens and cooperate with all pertinent Village and third-party administrative offices in a good-faith effort to return to work. The Village may require an employee to submit to examinations by physicians selected by the Village.

No employee will be allowed to return to work without proper medical clearance. Three days, no-call, no show will be considered a voluntary resignation.

Responsibilities of the Supervisor
Upon notification of an on-the-job injury or illness, the supervisor shall:

- Make certain the employee seeks and receives proper medical attention. Coordinate transport to a local medical facility. In case of emergency, follow the standard procedures established by the Village.
- Investigate and document the nature of the incident, including any witnesses. Apparent unsafe conditions should be reported to Director of Human Resources and Village Manager.
- Review the "Report of Workplace Injury" (Form 45) report submitted by the injured individual, and then submit the document to Human Resources.
    - If the injured employee cannot immediately complete the report, review, update, and send a copy of the report to Human Resources.

- If the employee is not able to complete the standard workday, the timecard should be marked to indicate the employee worked the full shift. However, the supervisor should make a note of the time the employee did not work for record purposes.
    - During the employee's absence from work due to a job-related illness or injury, his/her timecard should be marked "WC - Sick" or "WC - Vacation" (as appropriate) for the first three days. Time-off greater than three days should be marked as "WC - General."

Work with the employee, Human Resources, any third-party administrator, and medical personnel in a good-faith effort to return the employee to work. In some cases, a job may be temporarily re-structured to accommodate the recovering employee.

Make certain the employee secures the appropriate medical release (s) to return to work.

Pay
An employee is not paid for the first three scheduled workdays lost due to a job-related illness or injury under the Workers' Compensation benefit unless the employee is off work for 14 calendar days or longer. At that point, Worker's Compensation payment will be made for the first three days lost. Effective with the fourth scheduled day of work lost, an employee is entitled to pay under Workers' Compensation regardless of whether the absence extends to 14 calendar days or longer.

An employee may elect to be paid for the first three days lost through sick leave, vacation, or personal time. If the illness or injury lasts 14 days or longer, sick or vacation banks are credited with three days upon the employee's return. An employee is not entitled to receive duplicate payments from time off banks and Workers' Compensation.

Pay for employees subject to the Public Employee Disability Act (PEDA) will be addressed as required in the statute.

Benefits
The Village will continue to pay the employer's share of the costs of insurance benefits for the duration of absence. The employee will be billed for his/her portion of the applicable premiums.

Workers' Compensation and FMLA
A Workers' Compensation leave shall run concurrently with FMLA leave. Any time off will be charged against the 12-week FMLA allotment.

Return to Work
The Director of Human Resources will coordinate the efforts of all interested parties in returning the employee to work. No one will return unless first cleared by a medical professional. Any attempt to defraud the Village is grounds for immediate termination

Effective Date: December 7, 2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos Arevalo	Legal Counsel	

Original Date: December 7, 2022

Village of Maywood

HIPAA Policy
Department: Human Resources
Policy No: 600 Pages 1 of 2

Date: December 7, 2022

Purpose:
Generally, the Health Insurance Portability and Accountability Act (HIPAA) does not apply to employee health information maintained by an employer. There are, however, certain Village employees that come into contact or have access to protected health information (PHI) in the course of the employment duties. Accordingly, the Village of Maywood has adopted a policy that protects the privacy and confidentiality of PHI whenever it is used by Village representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of their jobs.

Protected Health Information Defined:

PHI refers to individually identifiable health information received by the company's group health plans or received by a health care provider, health plan or health care clearinghouse that relates to the past or present health of an individual or to payment of health care claims. PHI information includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information, and evidence of disability.

Procedure:

The HIPAA Compliance Officer

The Director of Human Resources is the HIPAA compliance officer (HCO), and any questions or issues regarding PHI should be presented to the HCO for resolution. The HCO is also charged with the responsibility for:

- Issuing procedural guidelines for access for PHI.
- Developing a matrix for personnel who will need access to PHI.
- Developing guidelines for describing how and when PHI will be maintained, used, transferred, or transmitted.

Annual Activities Necessitating Use of PHI

Annually or more frequently as necessary, The Village of Maywood performs enrollment, changes in enrollment and payroll deductions; provides assistance in claims problem resolution and explanation of benefits issues; and assists in coordination of benefits with other providers. Some or all of these activities may require the use or transmission of PHI. Thus, all information related to these processes will be maintained in confidence, and employees will not disclose PHI from these processes for employment-related actions, except as provided by administrative procedures approved by the HCO. General rules follow:

- Disclosures that do not qualify as PHI-protected disclosures include:
  - Disclosure of PHI to the individual to whom the PHI belongs.
  - Requests by providers for treatment or payment.
  - Disclosures requested to be made to authorized parties by the individual PHI holder.
  - Disclosures to government agencies for reporting or enforcement purposes.
  - Disclosures to workers' compensation providers and those authorized by the workers' compensation providers.
- Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.
- Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving workers' compensation or short- or long-term disability and medical information received to verify Americans with Disabilities Act (ADA) or Family and Medical Leave Act (FMLA) status.

Records Retention

Personnel records and disclosures of PHI will be maintained for a period of six years as required by federal law unless a state law requires a longer retention period.

Effective Date: 12/07/2022

Name (Printed)	Title	Signature
James Ellexson	Director, Human Resources	
Carlos S. Arevalo	Legal Counsel	

Supersedes Date:
Prior Revisions/Reviews:
Original Date:

Village of Maywood

Memo

To: Jim Krischke, Mayor Nathaniel G. Booker, Village Board

From: James Ellexson

Date: December 1, 2022

Re: Maywood Summary of Employee Handbook and Policies Updates

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Maywood Summary of Employee Handbook and Policies Updates

Purpose: An employee handbook is written with employees as the intended audience. It is most often written using a straightforward layout for easy referencing of company policies and procedures and is a vehicle for familiarizing employees with basic organizational policies and benefit programs, as well as the general expectations of the organization, including acceptable and unacceptable behavior and disciplinary measures.
A policies and procedures manual (Policies) is a comprehensive text that details every aspect of organizational policy, the procedures for following those policies and the forms needed to complete each process. A policies and procedures manual is a reference tool for managers and supervisors. This tool is much more complete in detail than the employee handbook and should be used for back-up when more information is needed to explain a policy or when a deeper understanding of a process is desired. As a benefit to leadership, the manual can contain references to federal and state laws that correlate to each policy. Managers and supervisors then have access to the rationale for the policies, thus providing them with assistance for enforcement.
Update to Handbook Sections:

- *Attendance*
- *General Rules of Employment*
- *Internet/Email/social media*
- *Access to Employee Records*
- *At Will*
  License/Registration/Certifications
- *Direct Deposit*
- *School Visitation*
- *Workers Comp*
- *Personal Days*

These sections have been added to the handbook for legal purposes and best practices. They address missing sections that cover regulatory requirements, hold employees accountable, help us be fair and identify anomalies and build trust, which in turn, builds a stronger culture.

Sections Omitted:

- *Employee Suggestion Program (Program discontinued)*
- *Union Association (Redundant- in contracts)*
- *Death of an Employee - (Not Relevant)*
- *Credit Card Use (Redundant - covered in another section)*
- *Workforce Reduction - (Covered in contracts - others are employment at will)*
- *False Claims Act - (This is a law)*
- *Record Retention (Laws and Best Practices around this - irrelevant)*

The handbook was also re-formatted to make it easier to navigate and find sections to refer to later if need be.

Policies

Best practice is to have separate policies that may be mentioned in the handbook. This gives us the opportunity to put in process and procedure and expound on that policy. The handbook should be a reference for the employee and the Policy is the more in-depth guidelines regarding that situation. With the help from our legal team, I have created separate policies to help protect the organization and ensure that we act in a fair and consistent manner.

HR 100 Harassment
HR 105 Drug Free Workplace
HR 110 Email
HR 115 Whistleblowers Protection
HR 120 Reasonable Suspicion
HR 300 Equal Employment Opportunity
HR 305 ADA
HR 310 Licensing and Certification
HR 400 FMLA
HR 500 Search Inspection
HR 505 Weapons Free
HR 510 Workplace Violence
HR 515 Use of Property
HR 520 Worker's Comp
HR 600 HIPAA

More policies may be added as we move forward. These were the done on the importance level base of HR and Legal advice.

KTJ
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MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **November 30, 2022**
RE: **Updated Mutual Aid Box Alarm System (MABAS) Master Agreement**

Per the direction of Interim Village Manager James Krischke and Fire Chief Craig Bronaugh, I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

> RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MUTUAL AID BOX ALARM SYSTEM (MABAS) MASTER AGREEMENT, with a copy of the Mutual Aid Box Alarm System (MABAS) Master Agreement attached as Exhibit "A"

The Village of Maywood is part of a cooperative arrangement of units of local government known as the "MUTUAL AID BOX ALARM SYSTEM" (referred to as "MABAS") that allows the units of local government within and outside of the State of Illinois to secure the benefits of mutual aid in fire protection, firefighting, and the protection of life and property from an emergency or disaster, and to provide for communications procedures, training and other necessary functions as part of the provision of mutual aid during emergencies or disasters. All members of MABAS are required to follow a Mutual Aid Box Alarm System Master Agreement ("MABAS Master Agreement").

MABAS has proposed certain amendments to the MABAS Master Agreement that must be approved by the members of MABAS in order for the members to continue to participate in and secure the benefits of the MABAS mutual aid services. The only substantive change was to revise Section Seven regarding liability with the removal of a paragraph which addressed indemnification of others from third party claims. This amendment accommodates certain federal units' legal prohibition against entering into contracts with indemnification provisions as well as laws of another participating state which has similar prohibitions against local governments entering into contracts with indemnification clauses. We believe the revised draft fully addresses the intent that each unit is to be responsible for its own actions.

If there are any questions, please contact me.

Mike

Enclosures
cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Craig Bronaugh, Fire Chief (w/ encls.)
James Ellexson, Director of Human Resources (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2022-_____

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MUTUAL AID BOX ALARM SYSTEM (MABAS) MASTER AGREEMENT

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid, from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS Member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement (the "MABAS Master Agreement") in about 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several adjoining states; and

WHEREAS, MABAS has proposed certain amendments to the MABAS Master Agreement that must be approved by the members of MABAS in order for the members to continue to participate in and secure the benefits of the MABAS mutual aid services. The only substantive change was to revise Section Seven regarding liability with the removal of a paragraph which addressed indemnification of others from third party claims. This amendment accommodates certain federal units' legal prohibition against entering into contracts with indemnification provisions as well as laws of another participating state which has similar prohibitions against local governments entering into contracts with indemnification clauses; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII (Local Government), Section 10 (Intergovernmental Cooperation), authorizes units of local government to contract, or otherwise associate among themselves, with the State, with other states and their units of local government, and with the United States to obtain and share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the Village of Maywood to enter into the Mutual Aid Box Alarm System Agreement to secure to the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster; and

WHEREAS, pursuant to its authority set forth in Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the Illinois Constitution of 1970 and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the President and Board of Trustees of the

Village find that it is in the Village's best interests to authorize the approval and execution of the MABAS Master Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. The statements set forth in the preambles of this Resolution are found to be true and correct and are adopted as part of this Resolution.

SECTION 2: Approval of MABAS Master Agreement. The President and Board of Trustees of the Village of Maywood authorize the approval and execution of the MABAS Master Agreement, attached hereto as **Exhibit "A"**, in order for the Village to be eligible to continue to participate in and receive the benefits of participation in MABAS, and authorize and direct the President and Village Clerk, or their designees, to execute the final version of the MABAS Master Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Board of Trustees further authorize and direct the President and Village Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the MABAS Master Agreement for the Village's continued participation in MABAS, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: Delivery of Certified Copy of Resolution and Executed Agreement. The President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of the MABAS Master Agreement to MABAS and such other persons and entities, as required by MABAS, for record retention purposes.

SECTION 4: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval, or as otherwise provided by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President, and attested to by the Village Clerk, on the 6th day of December, 2022.

_____
Nathaniel George Booker, President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

Exhibit "A"

Mutual Aid Box Alarm System (MABAS) Master Agreement

(attached)



MUTUAL AID BOX ALARM SYSTEM
MASTER AGREEMENT

As Approved by the MABAS Executive Board:
October 19, 2022

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.

2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
   A. "**Agreement**" means this Master Mutual Aid Box Alarm System Agreement.
   B. "**Aiding Unit**" means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
   C. "**Automatic Mutual Aid**" or "**Auto-Aid**" means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
   D. "**Box Alarm**" means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
   E. "**Chapter**" means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
   F. "**Chapter Governing Board**" means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

G. "**Chapter President**" means a person elected as the President of each state Chapter;

H. "**Chief Officer**" means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.

I. "**Council of Chapter Presidents**" means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.

J. "**Disaster**" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.

K. "**Division**" means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.

L. "**Emergency**" means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.

M. "**Emergency Responder**" includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.

N. "**Emergency Services**" means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.

O. "**Incident Commander**" is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

P. "**Incident Command System**" means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.

Q. "**MABAS**" means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.

R. "**Mutual Aid**" is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.

S. "**Requesting Unit**" means any Unit requesting assistance of another Unit under this Agreement.

T. "**Serious Threats to Public Health and Safety**" means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.

U. "**Training**" means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.

V. "**Unit**" (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: $1,000,000 combined single limit
General Liability: $1,000,000 per occurrence
Emergency Medical Service Professional Liability: $1,000,000 per occurrence
Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.

B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.

C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

F. Recitals. The Recitals shall be considered an integral part of this Agreement.

G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.

I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.

J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____ _____, (Unit) this ___ day of _____, 202__. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By:_____

Title:_____

Attest:_____

Title:_____

RESOLUTION NO. _____

AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining

MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of

---

have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the

benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/President and Council/Board of the _____, _____ County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this _____day of _____, 20___, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

_____
Mayor/President

ATTEST:

_____
Clerk/Secretary

MABAS-ILLINOIS-CITY_VILLAGE_DISTRICT-RESOLUTION-2022

STATE OF ILLINOIS)
) SS
COUNTY OF_____)

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk of the _____, _____County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Resolution entitled:

RESOLUTION NO._____

AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

which Resolution was duly adopted by said Council/Board at a meeting held on the ____ day of _____, 20___.

I do further certify that a quorum of said Council/Board was present at said meeting, and that the Council/Board complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20___.

_____
Secretary/Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in

any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of _____ have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT ORDAINED by the Mayor/President and Council/Board of the _____, _____ County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION FIVE: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this _____day of _____, 20___, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

_____
Mayor/President

ATTEST:

_____
Clerk/Secretary

MABAS-ILLINOIS-CITY_VILLAGE_DISTRICT-ORDINANCE-2022

STATE OF ILLINOIS)
) SS
COUNTY OF_____)

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk of the _____,

_____County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

which Ordinance was duly adopted by said Council/Board at a meeting held on the ____ day of _____, 20___.

I do further certify that a quorum of said Council/Board was present at said meeting, and that the Council/Board complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20___.

_____
Secretary/Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, the duly elected, qualified and acting Village Clerk of the Village of Maywood, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. R-2022-_____

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MUTUAL AID BOX ALARM SYSTEM (MABAS) MASTER AGREEMENT

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 6th day of December, 2022.

By:_____
Gwaine Dianne Williams, Village Clerk

SEAL

KTJ
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CONFIDENTIAL ATTORNEY CLIENT PRIVILEGED COMMUNICATION
MEMORANDUM

To: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
From: **Michael T. Jurusik and James P. Bartley**
Date: **November 30, 2022**
Re: **New Labor Agreement with Metropolitan Alliance of Police for Police Patrol Officers**

We have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LABOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN ALLIANCE OF POLICE (MAP) FOR POLICE PATROL (Term: May 1, 2020 to April 30, 2024), with a copy of the Agreement attached to the Resolution as **Exhibit "A"**.

Summary of Collective Bargaining Agreement

A successor collective bargaining agreement with the Metropolitan Alliance of Police (MAP) representing the Police Patrol Officers was settled in late August, 2022. The new contract is a four-year agreement from May 1, 2020 until April 30, 2024. The new Agreement provides a wage increase of 2% for each of the first two years (May 1, 2020 through April 30, 2021 and May 1, 2021 through April 30, 2022), 3.0% for the third year with a 3.5% increase for officers with 20 or more years of service on the force (2022 to 2023), and 3.25% for the fourth year (2023 to 2024).

Below is a summary of the significant amendments to the terms of the labor arrangement with police patrol officers, as set forth in the new Agreement:

1. The most important change is moving the patrol officers from the Union (ICOPS) health insurance plans to the Village health insurance plans, effective September 1, 2022. Until 2020, the patrol officers were represented by the Illinois Council of Police (ICOPS). For more than 15 years, the prior labor agreement required that patrol officers receive their health insurance through ICOPS-managed union health insurance plans with the Village paying its share of the premium cost and the patrol officers paying their share to the plan. For 2022, the premiums for the union health insurance plans skyrocketed. As a result, the patrol officers elected to move to the Village health insurance plans.
2. Mandatory fair share dues payment to the Union was eliminated in accord with the Janus court decision.
3. The discipline sections of the Agreement were revised to clarify that if police officers elect to appeal a suspension or discharge to arbitration rather than to the Board of Fire and Police Commission, the discipline would be immediately imposed.
4. The Agreement was amended to allow the Department to place police officers on an early or late shift, i.e., 5:00 a.m. to 5:00 p.m. rather than 6:00 a.m. to 6:00 p.m. and 7:00 p.m. to 7:00

a.m. rather than 6:00 p.m. to 6:00 a.m. This is necessary to avoid possible overtime conflicts with the Fair Labor Standards Act.

5. A lateral hire provision was added to the Agreement to allow the Village to hire police officers with experience in other departments and to pay them at step three of the salary schedule.
6. The Agreement was amended to provide that extended sick leave is available only for non-duty illness or injury.
7. New provisions were added to the Agreement to cover the procedures for "Officer Involved Shootings".
8. Sick leave, personal leave and vacations were amended to provide for an accrual system. The amount of sick leave, personal leave and vacation time remains the same.

If there are any questions, please contact us.

Mike and Jim

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager/ Police Chief (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)

RESOLUTION NO. R-2022-_____

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LABOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN ALLIANCE OF POLICE FOR POLICE PATROL OFFICERS (Term: May 1, 2020 to April 30, 2024)

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to enter into a labor contract with the Metropolitan Alliance of Police representing police patrol officers employed by the Village entitled AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE AND VILLAGE OF MAYWOOD for the period of May 1, 2020 through April 30, 2024 (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, The Agreement is for a four (4) year term from May 1, 2020 until April 30, 2024, and provides a wage increase of two percent (2%) for each of the first two (2) years, 3.0% for the third year and 3.25% for the fourth and final year; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (**Exhibit "A"**) pursuant to its home rule powers and contracting authority provided by Sections 6 (Powers of Home Rule Units) and 10 (a) (Intergovernmental Cooperation) of Article VII (Local Government) of the Illinois Constitution of 1970, and finds that entering into the Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached "AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE AND VILLAGE OF MAYWOOD (Term: May 1, 2020 to April 30, 2024) (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, and/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. The President and Board of Trustees of the Village of Maywood further authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Maywood further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit executed originals or certified copies of this Resolution and the Agreement to all parties that are entitled to receive such documents.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 6th day of December, 2022, 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"

AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE AND VILLAGE OF MAYWOOD FOR POLICE PATROL OFFICERS (Term: May 1, 2020 to April 30, 2024)

(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-2022-_____

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LABOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN ALLIANCE OF POLICE FOR POLICE PATROL OFFICERS (Term: May 1, 2020 to April 30, 2024)

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 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 6th day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

AGREEMENT

BETWEEN

METROPOLITAN ALLIANCE OF POLICE (MAP)

AND

VILLAGE OF MAYWOOD, ILLINOIS

COVERING MAYWOOD POLICE PATROL OFFICERS

May 1, 2020 through April 30, 2024

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INTRODUCTION

This Agreement is voluntarily entered into by and between the Village of Maywood, Illinois, hereinafter referred to as the "Village," and the Metropolitan Alliance of Police (MAP), hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the employees of the Village of Maywood who are described in the Collective Bargaining Unit described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as Collective Bargaining Agent for all full-time Sworn Police Officers below the rank of Sergeant employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE I – RECOGNITION

1.1 The Village recognizes the Union as the sole and exclusive Bargaining Agent for all full-time Sworn Police Officers below the rank of Sergeant, including uniformed Patrol Officers, non-uniformed Detectives, Evidence Technicians, Youth Officers, Narcotics Officers and such other sworn Police officer job classifications as may be created from time to time.

1.2 Membership – As used herein, the term "Sworn Police Officers" shall refer to all those persons included in the Collective Bargaining Unit described above.

ARTICLE II – VILLAGE RIGHTS

The Mayor, Village Manager, Board of Trustees and the Chief of Police shall retain the sole right and authority for the proper and ongoing management of the Maywood Police Department, according to the applicable laws, statutes and ordinances of Maywood, Cook County, the State of Illinois and the United States.

Nothing herein shall be construed to deny or restrict the Village in the exercise of its rights, responsibilities and authorities as articulated in the laws of Maywood, Cook County, the State of Illinois and the United States.

The Village shall retain and exercise all rights to determine its mission and set standards of service offered to the public; to direct the activities of its Police Department employees; to plan, direct, control and determine the operations or services to be conducted by Police Department employees covered by this Agreement; to assign or transfer employees; to hire, promote, demote, suspend, discipline, discharge for just cause or relieve employees for economic reasons; to establish and enforce reasonable work rules and regulations; and to change or modify systems, methods, equipment or facilities provided, however, that the exercise of any and all of the Village's rights and responsibilities do not conflict with the terms and conditions of this Agreement.

ARTICLE III – NO STRIKES, NO LOCKOUTS

The Union shall not recommend, authorize, or engage in any Strike against the Village, nor shall the Village initiate, implement or otherwise engage in any Lockout against the Union or its members.

ARTICLE IV – UNION-VILLAGE RELATIONS

4.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union).

4.2 Public Information

The Village shall make available to the Union, upon written request, existing public information, including relevant financial data and statistics which are pertinent to the conduct of negotiations, the processing of grievances, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) working days, wherever possible, following a written request of the Union. If unable to provide such materials within ten (10) working days, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time may be granted. The Village shall not be obligated hereunder to research or compile data or to provide the same information more than once.

4.3 No Discrimination

Neither the Village nor the Union shall unlawfully discriminate against any employee because of race, creed, color, national origin, sex, sexual orientation or disability as defined by the Americans with Disabilities Act, or Union activities.

4.4 New Employees

The Village agrees to notify the Union of the hiring of all new full-time Sworn Police Officers whose job classifications are covered by this Agreement within ten (10) working days of the date of hire. Also, the Village shall notify the Union, within the same ten (10) working day time period, of any change of status that results in part-time Police Officers becoming full-time Sworn Police Officers.

4.5 Dues Checkoff and Fair Share Deductions

The Village shall deduct Union Dues from the salary of each employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Union Dues shall be deducted from the salaries of employees and transmitted to the Union on the same schedule that the Village normally pays its Police Department employees.

When the Village makes such deductions for Union Dues and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Village of Maywood, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under Section 4.5 of this Article.

4.6 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to three sworn Maywood Police Officers as Chapter representatives of the Union. The names of these three Union representatives, along with their designated titles, shall be provided in writing to the Maywood Chief of Police and the Maywood Director of Human Resources immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the three Maywood Chapter Officers becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided in writing to the Chief of Police and the Director of Human Resources as such changes occur.

These Union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Chief of Police or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the Village and Union members.

Also, the Village recognizes the right of the Union to send representatives from its headquarters office to the Village and specifically, to the Police Department, for purposes of handling Grievances or observing and reporting on conditions under which Union members are working. Such visits by Union headquarters representatives shall be conducted during the regular shifts that Union members are working and also, appropriate notice shall be made to the Chief of Police or other ranking Police Department official whenever such visits are to be made. Such visits shall not interfere with normal Police

Department functions nor shall the Village be asked to incur additional cost as a result of such visits.

The Village agrees that Patrol Officer Union Representatives shall be able to participate in Contract Negotiations so long as Maywood Police Department operations are not adversely affected.

ARTICLE V – DISCIPLINARY INVESTIGATION PROCEDURES

5.1 Police Officers' Bill of Rights

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, *(50 ILCS 725/1)*, commonly known as the Police Officers' Bill of Rights. In the event a Sworn Police Officer covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement or, separately, filing an action in a court of law. The Uniform Peace Officers' Disciplinary Act is hereby incorporated by reference and attached to this Agreement as Appendix A.

Nothing in this section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline. Employees shall have such rights as set forth in the United State Supreme Court decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975) and *Department of Central Management Service and Corrections (Morgan)* decision 1 PERI par. 2020 (ISLRB, 1986).

5.2 No Media Exposure

The Village agrees that it will not intentionally release photos of any Officer under

investigation shall be made available to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the Village and reviewed by an appropriate Reviewing body, unless otherwise required by law.

5.3 Investigation Time Limits

All Village and/or department investigations of Maywood Police Officers who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to sixty (60) calendar days from the date the officer is ordered to write a to/from memorandum regarding any alleged violations of the above identified rules and regulations or misconduct. Investigations are terminated when charges are formally filed or when the officer is given written notice that the investigation has been terminated. At the end of sixty (60) days or the termination of the investigation, whichever comes first. Any investigation findings shall be disclosed to the officer under investigation. However, the sixty (60) day time limit may be extended on a day-for-day basis to reflect any days that the officer under investigation was not working for reasons of absences due to vacations, sickness, disability, bereavement or other normally recognized reasons for absence. Officers who attend training are considered to be working.

In investigations where there are allegations of criminal conduct or civil rights violations, the investigation may be extended by the Chief or his designee for an additional thirty (30) days for good cause. A thirty (30) day extension shall be made prior to the expiration of the sixty (60) day period and any additional thirty (30) day periods. Each extension shall

be documented by a memo to the officer and the Union signed by the Chief or his designee.

In the event of more than one thirty (30) day extension, the Union may request a meeting with the Chief or his designee to determine if good cause exists for the subsequent extensions.

At any time that a non-criminal investigation becomes a criminal investigation, the Officer shall be given written notice and all previous investigatory time shall be counted as part of the sixty (60) day period.

If a sworn complaint against an Officer is submitted by a citizen, the Officer shall receive a copy of the complaint prior to writing the to/from memorandum.

5.4 Eligibility For Grievance Procedure

If any of the steps outlined in Article V, Disciplinary Investigation Procedures, shall be violated by either the Village or the Police Department, such violations shall be subject to the Grievance Procedure as described in Article VI of this Agreement.

ARTICLE VI – GRIEVANCE PROCEDURE

6.1 Purpose And Filing Deadlines

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation or misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than thirty (30) calendar days after the occurrence of the event that prompts the Grievance, or, if the Grievance describes an ongoing situation,

it must be filed not later than 30 calendar days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

6.2 Definitions

(1) GRIEVANCE shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.

(2) Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.

(3) The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.

(4) The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended by mutual agreement.

(5) The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean regularly scheduled work days except vacation periods or other days in which bargaining unit members are excused from working.

6.3 Procedures

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the appropriate Watch Commander, who will arrange for a meeting to be held within seven (7) working days to review the Grievance. The formal Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The filing of the formal written Grievance at this step must be within thirty (30) calendar days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the occurrence. The Village representative shall provide a written answer to the Grievant (with a copy to the Union if the Union is not the Grievant) within seven (7) working days of the meeting. The answer shall include the reasons for the decision. If the Grievance is not responded to or resolved at this step, the matter shall be advanced to Step 2.

STEP 2. If the Grievance is not resolved at the preceding step, the Union and/or Grievant may refer it to the Chief of Police or his designee by filing the same in writing within seven (7) working days of receipt of the answer from the previous Watch Commander level or if no answer is given within (7) working days of the date the answer was due. The Village representative will arrange for a meeting to be held within seven (7) working days of such referral to review the Grievance. Each party shall have the right to include in its

presentation of facts such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant (with a copy to the Union if the Union is not the Grievant) within seven (7) working days of the meeting provided for in this paragraph. If the Grievance is not responded to or resolved at this step, the matter shall be advanced to Step 3.

STEP 3. If the Grievance is not resolved at the preceding step, the Union may refer it to the Village Manager or his designee by filing the same in writing within seven (7) working days of receipt of the answer from the previous Chief of Police level. The Manager or his designee will arrange for a meeting to be held within the seven (7) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant within seven (7) working days of the meeting provided for in this paragraph. In the event the Grievance arises from a decision or action made by the Village Manager or his designee, the Grievance may be initiated at Step 3 provided the time limits set forth in Step 1 are adhered to. If the Grievance is not responded to or resolved at this step, the matter shall be advanced to Step 4.

STEP 4. If the Grievance is not resolved at the Village Manager level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Village Manager's office within ten (10) working days of the answer rendered by the Village Manager's office, or if no answer is filed, within ten (10) working days of the last

day on which such answer was due. The Union shall promptly request the American Arbitration Association to provide a panel of qualified Arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the American Arbitration Association.

In making his/her recommendation, the Arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The fees and expenses of the Arbitrator and the American Arbitration Association shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

ARTICLE VII – DISCIPLINE AND DISMISSAL

7.1 Employee Security

A non-probationary Sworn Police Officers covered by this Agreement shall not be relieved from duty, suspended, discharged, or disciplined in any manner without the Village or the Command Level of the Police Department having first established just cause. Provided, however, that an officer may be placed on administrative leave with pay pending any investigation.

7.2 Fire & Police Commission Notices

Any suspensions or proposed terminations brought by the Village or the Command Level of the Police Department against any Officer covered by this Agreement, and which require adjudication by the Fire and Police Commission, shall not be considered valid unless the accused Officer or Officers and the Union have been provided with specific

details of charges as well as the names of any and all witnesses who may be called to testify against the accused. Such information shall be provided not later than ten (10) working days prior to the start of the relevant Fire and Police Commission Hearing Or not less than ten (10) working days prior to the date set for arbitration if arbitration is elected pursuant to section 7.10 below.

7.3 Discipline; Charges; Suspended with Pay

No non-probationary Maywood Police Officer shall be removed or discharged except for cause, upon written charges, and after opportunity to be heard in his own defense. In the event a non-probationary Police Officer is subject to disciplinary suspension by the Chief of Police the Village shall not withhold an employee's wages until a final determination is made by the Board of Fire and Police Commission. Other matters with regard to due process considerations as to charges filed with the Board of Fire and Police Commission against a Maywood Police Officer shall be governed by 65 ILCS 5/10-2.1-17. If arbitration is selected, the provisions of section 7.10 shall apply.

7.4 Performance Evaluation & Discipline

Sworn Officers covered by this Agreement shall be given the opportunity to meet with the appropriate supervisor and allowed to examine and inspect evaluation document(s). Upon receiving a written evaluation an Officer shall have the opportunity of indicating his or her approval or disapproval of the evaluation by marking an appropriate "Approval" or "No Approval" box on the evaluation form and placing his or her signature near the box.

The Village agrees to utilize a numeric scoring system for such Evaluations, with the number "5" being the best score and the number "1" being least acceptable. The parties

have agreed to performance/productivity standards which are attached to this agreement as Appendix B. Officers who receive unsatisfactory evaluations and/or fail to meet productivity standards may be provided reasonable training and/or other remedial opportunities designed to improve a given Officer's performance.

7.5 Access To Personnel Files

Personnel files kept by the Village on all full-time Sworn Police Officers shall be regarded as confidential and information contained in these files shall not be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the express consent of the Officer involved, unless otherwise required by law. Also, individual Officers shall have reasonable access to their own individual personnel files at least once each calendar year upon prior written notice to the Chief of Police or his designee. The Village agrees that such access to personnel files will be granted not more than thirty (30) calendar days after the initial written request is submitted. Officers may make copies of any such materials contained in these files. Further, individual Officers shall have the right to have any derogatory or negative information about themselves purged and removed from these files if (1), the information is at least eighteen (18) months old and (2), any offenses, errors, infractions or violations described in these personnel file materials have not been repeated in the ensuing 18 months. Officers will not be required to indicate any specific reasons why they may want to review their personnel file and make copies of the materials therein, but if any State of Illinois statutes or Federal law holds that certain specific materials in such files need not

be made available to individual Officers, then such materials may be withheld by the Village.

7.6 Disciplinary Sequence

When circumstances warrant, the typical disciplinary sequence for an employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension; (4) Dismissal.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Maywood Village ordinance, or County or State or Federal law, or for a violation of Police Department policy or rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all full-time Maywood Police Officers covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

Any full-time Maywood Police Officer covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting until Union representation can be obtained before continuing with any such disciplinary meeting.

7.7 Discipline and Dismissal Circumstances

Suspension and/or dismissal of a non-probationary Officer shall occur only for reasonable and just cause. Any Arbitrator shall have the authority to order restoration of

employment, including full seniority rights, of a dismissed employee pursuant to this section only if accompanied by a finding of a violation of the employee's substantive rights. The Arbitrator in such cases may reduce any back pay award by any amount earned by the employee during the period he or she was not working for the Village and by any Unemployment Compensation payments earned during such period.

7.8 Conference

Except when detrimental to the general welfare of the Village, any employee covered by this Agreement shall have the opportunity upon request, prior to suspension or dismissal, to have Union representation at a conference with the Chief of Police or his designee and at that time, to have full opportunity to review the allegations or reasons for suspension or dismissal and to have ample opportunity to rebut such allegations or reasons. This section shall apply only to disciplinary matters that have not been brought under the jurisdiction of the Maywood Fire and Police Commission.

7.9 Dismissal

All recommendations for dismissal (except for reduction in force) of a non-probationary Officer shall be initiated by or confirmed by the Chief of Police or by the Village Manager. A copy of any such recommendation, along with the supporting allegations or reasons therefore, shall be submitted in writing to the employee, with a copy to the Union, before any such dismissal recommendation can take effect.

7.10 Arbitration Option

Prior to any suspension or discharge being sought or imposed on a non-probationary officer, the Chief will present the employee and UNION with written notice of charges

describing the basis for discipline, after service of the charges, the UNION and employee will have an opportunity to meet with the Chief and be heard prior to discipline being sought or imposed. After that meeting, the Chief will issue written notice of his/her determination. Once notice of determination is served, the UNION has ten (10) calendar days to elect whether it wishes to proceed before the BFPC or via the contractual grievance process. Disciplinary grievances will begin at the VILLAGE manager step.

Should the UNION choose to proceed via the grievance process, discipline will be immediately imposed on the employee and the employee will be deemed to have waived his/her right to proceed before the BFPC. Under all circumstances, an employee can demand to be heard by the BFPC. If an employee elects to be heard by the BFPC, he/she waives the right to be heard via the grievance process. In no case will any employee be allowed to proceed before both an arbitrator and the BFPC with regard to the same matter.

ARTICLE VIII – SENIORITY

8.1 Definition Of Seniority

Police Department seniority shall apply to all full-time Maywood Police Officers whose original date of hire was as a Police Officer or, to those Maywood employees who transferred into the Police Department from some other Village employment capacity. In either case, Police Department seniority shall date from the employee's earliest date of continuous employment as a full-time Maywood Police Officer. Police Department seniority shall be used to determine the status of individual Police Officers in matters of vacation, shift, beat assignments (MAPS officers will be assigned by seniority, but can be removed from the MAPS officer position by the Police Chief or his/her designee if

performance standards set by the Police Chief for a MAPS officer are not followed) or transfers within the Police Department, reduction in force, opportunities to work overtime, opportunities to bid for specific assignments, training opportunities, and such other matters that may arise from time to time and which may require a fair and equitable means of choosing one employee over another. However, in all cases, the seniority rights of full-time sworn Maywood Police Officers who have successfully completed their probationary periods shall take precedence over any seniority rights deemed to be held by part-time Officers, temporary Officers, retired Officers who have returned to work on a part-time, temporary or consulting basis, and any other employees who are not full-time sworn Maywood Police Officers.

8.2 Hiring Date Conflicts

In the event that more than one employee covered by this Agreement has the same date of hire, seniority of the employees involved shall be resolved based on their scores as determined by the Fire & Police Commission with the highest score indicating the senior Officer.

8.3 Seniority List

The Village agrees to prepare a Seniority List on an annual basis, not later than December 31st of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union bulletin board. In the event of errors or disputes over names or dates appearing on the Seniority List, the Union will call these matters to the attention of the Village as they arise. As new Sworn Police Officers are hired or as others leave the employ of the Village, their names shall be added to or removed from the Seniority List

not later than 30 days from the date of such charges. The Village agrees to provide the Union with such updated Seniority Lists as they become available.

8.4 Probationary Period Seniority

All newly hired Sworn Police Officers shall be considered probationary employees until they successfully complete a probationary period of twelve (12) months from the date of hire, excluding any break in service of more than 10 days. Seniority among probationary Officers shall not apply until after they complete their probationary period, in which case they shall be deemed to have accrued one year of seniority with the Police Department. All appropriate benefits, including ranking on the Police Department Seniority List, shall accrue to all covered employees who have completed 12 months of service to the Police Department.

8.5 Accrual And Non-Accrual Of Seniority

Seniority shall accrue on a continuous basis following the one-year probationary period and shall be a determining factor in all such matters in which Officers shall be deemed to have the right to choose.

Seniority shall not accrue during any periods in which an Officer is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during any sick leave or disability leave that an employee may experience, provided that sick leave does not exceed twelve (12) months. After twelve (12) months of continuous sick leave or continuous disability leave, employees shall not continue to accrue seniority. However, any seniority such employees have accrued up to that point shall continue to be carried by the Village in their names.

Further, any employees who return to work as full-time sworn Police Officers following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

Seniority shall be terminated whenever an employee resigns, is discharged for cause, retires, or has been laid off during a reduction in force and not called back for two (2) years.

8.6 Seniority And Reduction In Force

The Village may reduce the number of employees covered by this Agreement when the Village determines that there is a demonstrable economic necessity for doing so. In the event of a reduction in force in the police department, seniority shall prevail and any officers removed shall be considered furloughed without pay. Officers with the least seniority shall be removed first. Any officers removed pursuant to this Section shall be subject to recall for a period of two (2) years before any new employees are hired to replace them. No full time sworn police officer shall be laid off until the Village has laid off or removed all part time officers.

8.7 Seniority And Vacation Scheduling

Vacation periods shall be selected and scheduled prior to December 31 of each year for vacations that will be taken in the following year. Vacations shall generally be selected and scheduled based on seniority within the Department. However, the Chief of Police or his designee may override the seniority factor in vacation selections that would leave a

particular assignment or sub-section within the Department without adequate and normal staffing. For example, if two or more Officers assigned to narcotics were to select the same or overlapping dates for their vacations. And if the granting of these dates would seriously hinder the Department's narcotics operations, the Chief of Police or his designee will have final authority in scheduling such vacation periods.

There shall be four (4) platoons**:** Platoon A, Platoon B; Platoon C, and Platoon D.

Officers shall select their platoons together with vacations annually, by the Department seniority list. There shall be the same number of patrol positions open on each platoon. Whenever all the patrol positions are selected, the platoon is closed to further selection. If any dates are blocked out by the Employer in advance, the blocked-out dates must be applicable to all four (4) platoons. Vacation picks are by the Police Department seniority list. No more than one (1) platoon officer may have the same day selected for vacation.

The first-round of selection must be at least in a two-week block. The second-round selection must be at least in a one-week block. All remaining vacation days must be selected in the third round.

8.8 Job Posting

Whenever any positions, duties or assignments become available, notice of such openings shall be posted in a conspicuous location within the Department, including the Union Bulletin Board, and all Officers covered by this Agreement shall be eligible to bid on them. The final authority for filling such openings shall reside with the Chief of Police or his designee.

8.9 Seniority, Shift Scheduling

Effective January 1, 2018, all bargaining unit members may be assigned to 12 hour shifts. Within an established work period, the normal number of hours of scheduled work for patrol officers on 12 hour shifts shall be 84 (seven 12 hour workdays in each fourteen day work period). There shall be four platoons for regular patrol shifts: two scheduled for 6:00 am to 6:00 pm and two scheduled for 6:00pm to 6:00am(a power shift may also be created). An early / late patrol officer(s) may be added to each regular patrol shift with the scheduled hours of 5:00 am to 5:00 pm or from 7:00 am to 7:00 pm. Shifts shall be selected for each successive calendar year not later than December 1 preceding the start of the calendar year. The selection of shifts shall be subject to and implemented as follows:

a. Between November 1 and November 15, all non-probationary officers shall submit written bids, for a permanent shift commencing on the first shift change date in the following January and extending through the first shift change date twelve months thereafter. Shifts will be awarded on the basis of seniority. If an officer does not submit a bid he/she will be assigned a shift.

b. The Chief of Police will determine the shift assignments of probationary Officers.

c. For a shift vacancy that develops on a regular 12 hour shift during a year, the Chief of Police will consider a qualified Employee who volunteers for such assignments. If there are no volunteers, the method of replacement for any such shift position will be determined by the Chief of Police based on seniority but may exclude any officer assigned to a specialty unit.

d. Specialty Units. The normal workday for Officers assigned to specialty units shall be 8 hours that may be flexible. Within the established work period, the normal number of

scheduled hours for officers assigned to specialty units shall be 84. Work shifts for officers assigned to specialty units may vary in length.

8.10 Seniority And Overtime

Anticipated overtime assignments shall be based on Police Department seniority, except if a particular Officer is assigned to a detached assignment, then the assignment may be granted to the Officer of lesser seniority. Unanticipated overtime shall be defined as overtime which arises with less than 24 hours' notice. Unanticipated overtime shall be based on shift/platoon seniority and, in instances where all available Officers have comparable levels of training and expertise, the unanticipated overtime shall first be offered to the most senior Officer available. However, a given Officer shall have the right to decline to work unanticipated overtime if another Officer of comparable training and skill levels is available and indicates a willingness to work the unanticipated overtime. Also, individual Officers who exercise their seniority rights in working either anticipated or unanticipated overtime shall be limited to a maximum of forty (40) hours of such overtime in any two-week pay period. Further, no Officer covered by this Agreement may be compelled to work more than two (2) consecutive days of overtime in any two-week pay period and no officer may be compelled to hold over for more than 4 hours (16 hours total on duty)

8.11 Seniority and Rescheduling (Trading) Of Shifts

The Village agrees that regularly scheduled shift and regularly scheduled day off may periodically and temporarily be voluntarily traded between individual Officers without regard to seniority. In such instances, both Officers involved in a given shift trade must make a request to the Chief of Police or his designee in written form in advance of the

starting time of the shift being traded. The request for the trade must be approved by the Chief of Police or his designee. Also, such voluntary shift rescheduling must be reciprocal so that the Village will not be obligated to compensate either Officer at an overtime rate.

8.12 Lateral Hire Program

The parties agree the Employer may hire fully-certified full-time Illinois police officers who were/are employed by other full-time Illinois police departments, who do not need to complete the police academy and are otherwise qualified for hire as a lateral police officer. The lateral hire program shall only apply to full-time police officers. Prior to being hired, the lateral officer must terminate her/his employment relationship with any other police department. Upon hire, lateral police officers shall have zero days of seniority. However, those officers, at the Employer's discretion, may be placed at the third step of the pay scale.

ARTICLE IX – EMPLOYMENT PRACTICES & PROCEDURES

9.1 Court Time Compensation

The Village agrees that all full-time sworn Police Officers will be compensated for Court appearances at the minimum rate of three (3) hours of the Officer's overtime rate of pay or compensatory time at the overtime rate of time and one half if such appearance is scheduled at a time that the Officer would not normally be working. Compensation is provided only for required court time and payment will be made only if the officer calls the shift commander on duty and advises he is at or going to court. Any officer who is unable to attend court due to sickness or other leave is responsible for notifying the court officer to reschedule.

If the Court appearance is scheduled for a time when the Officer works a full shift on the same day, either before or after the Court appearance, the three (3) hours shall be paid to him or her providing it is not during his or her regularly scheduled shift. For example, if an Officer works third shift or 6pm to 6am and has a Court appearance at 9:00 a.m., and the Court appearance ends before the regular third shift or 6pm starting time, that Officer will be paid for three hours at the overtime rate. For Court appearances that occur during an Officer's regularly scheduled shift, there shall be no additional compensation. Also, an Officer will be paid for only one three hour minimum rate of Court time per day. For example, if an Officer has a 9:00 a.m. Court call on a day that he or she would not otherwise be working, and it the Officer must return for a 1:00 p.m. Court call, he or she will be paid for the three hours for the morning call and for an hour-for-hour basis at the normal overtime rate of pay for the afternoon Court call.

9.2 Call-In Compensation

The Village agrees that any Officer who is called in at least two (2) hours prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, shall be compensated for a minimum of two (2) hours, to be paid at the normal overtime rate of pay.

9.3 Training Compensation Time

Officers will be given compensatory time for mandatory off-duty Training and Department meetings at the rate of time and one-half with a minimum of two (2) hours. No more than three (3) mandatory meetings will be scheduled per year. No more than one

(1) day per month may be blocked off for on-duty shift training. On duty shift training will not be held on week-ends.

9.4 Residency Requirement

All employees shall reside within fifteen (15) miles of the border of the Village, or within the corporate limits of a municipality whose borders are within fifteen (15) miles of the border of the Village. Any employee not residing within fifteen (15) miles of the border of the Village, or within a municipality whose borders are within fifteen (15) miles of the border of the Village, shall have six (6) months from the effective date of the 2008-2011 Agreement to move into the required residency area. Employees failing or refusing to do so for any reason shall be subject to discipline up to and including termination of employment.

9.5 Uniform & Body Armor Allowances

For probationary Officers, the Village may require that all necessary and appropriate uniform articles, including boots, pants, shirts, jackets, hats, socks, ties, leather wear and body armor, are to be purchased by the individual probationary Officer before the start of his or her first shift. However, immediately upon the successful completion of the Officer's probationary period, the Village will reimburse each such Officer four hundred ($400.00) dollars as an initial uniform allowance reimbursement and six hundred ($600.00) dollars as an initial body armor (or bulletproof vest) allowance reimbursement. For Officers who do not successfully complete their probationary periods, the Village shall be under no obligation to provide reimbursement for uniforms or body armor.

Thereafter, with the first pay period following May 1st and October 1st of each year, the Village will pay each full-time sworn Police Officer a $400.00 uniform allowance (for a total of $800.00 per year). And, once every five years following an Officer's completion of probation, on a date as near to the anniversary date of the Officer's completion of probation as is possible, the Village will provide each such Officer with a $600.00 body armor allowance. For those Officers who have body armor as of the date that this Agreement is signed, any such body armor that is five years old or older shall be immediately replaced, with the Village paying each Officer $600.00 for that purpose. For Officers who have body armor that is less than five years old, they shall continue to use such body armor until it becomes five years old. In the period between sixty (60) days and ninety (90) days before the body armor becomes five years old, individual Officers shall advise the Chief of Police or his designee that the body armor is about to become obsolete and, in the first pay period that is as near to the five year anniversary of the body armor as is possible, the Village shall pay each Officer $600.00 to replace his or her body armor. It shall be the responsibility of individual Officers to ascertain the exact age of their body armor and to be able to provide receipts or other authentication attesting that their body armor is, in fact, five years old and therefore due to be replaced. The parties to this Agreement accept the research findings of the National Institutes of Justice that all body armor becomes obsolete and should be replaced after five years of daily usage.

9.6 Overtime Compensation

Full-time sworn Police Officers may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved

by an Officer of at least supervisory rank, if not higher. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1.5) times the regular rate of pay or compensatory time at one and one-half times the regular rate of pay, at the officer's choice. Overtime is defined as any hours of work outside the regularly scheduled shifts. (excluding RollCall/Shift Change). Overtime shall be earned in minimum increments of fifteen (15) minutes.

The combination of overtime hours and regular-time hours shall not exceed 16 continuous hours, unless the Officer voluntarily agrees to work a longer shift.

Overtime shall be paid along with regular-time compensation in the Officers' regularly scheduled paychecks, unless individual Officers elect to receive their overtime pay in the form of compensatory time.

9.7 Compensatory Time

Compensatory time shall be granted to full-time sworn Police Officers who indicate to the Chief of Police or his designee that they choose such compensatory time in lieu of actual payment in their paychecks.

Compensatory time may be used for time off on an hour-for-hour basis, and may be taken in increments as small as one hour. Officers who have earned compensatory time will be required to notify the Chief of Police or his designee in writing (on a form to be provided by the Department) at least 24 hours in advance of their intentions to claim such time off. Officers following the procedures in this section will not have their compensatory time requests denied solely on the basis that granting the request would create overtime. Compensatory time may be accumulated up to a maximum of 240 in each calendar year.

Any accumulated compensatory time over 120 hours will be cashed in at the end of every calendar year. The Chief or his designee will keep accurate records of how much compensatory time is in each Officer's account. Account balance information will be made available to individual Officers who request such data during time periods established by the Chief or his designee or, if the Village finds it possible and economically feasible to do so, compensatory time balances shall be expressed on the paycheck stubs of individual Officers on a regular basis.

Compensatory time may be used in conjunction with vacation time up to a combination of 240 hours off for each of two (2) separate vacation picks in any calendar year. Scheduling of compensatory time as part of the vacation period must be requested by the Officer and approved by the Chief of Police or his designee at least thirty (30) days prior to the start of a vacation.

Throughout the year, compensatory time shall be cashed in by taking time off. Starting in December 2004 and each year there after, at the end of the year, individual Officers may choose to cash in up to 84 hours of their accumulated compensatory time in the form of a year-end payment to be made in conjunction with their final paycheck of the year. Officers electing to cash in any accumulated compensatory time up to eighty-four (84) hours, shall make notification to the Chief or his designee by the first of December in the year of the cash in. Uncashed compensatory time shall be rolled over from one year to the next and, upon a given Officer's unpaid leave of absence, termination, retirement, permanent disability or death, such accumulated compensatory time shall be paid to the Officer or his or her survivors at the appropriate overtime rate of pay. Upon retirement,

individual Officers may choose to take their accumulated compensatory time in the form of a lump-sum payment or paid time off or a combination of both.

9.8 Secondary Employment

The Village agrees that all full-time sworn Police Officers covered by this Agreement who desire to take on secondary employment may do so. In instances where such secondary employment is directly involved in law enforcement or security work, such secondary employment will be reported by the Officer to the Chief of Police or his designee for his information and approval. Prior to commencing such secondary employment, the Village may require the secondary employer to sign and execute a document (to be provided by the Village) that releases the Village from any liability that may result from such secondary employment.

9.9 Rules, Regulations, Policies and Procedures

The Village agrees that the Chief of Police or his designee will post a master copy of all Village and Police Department Rules, Regulations, Polices and Procedures that pertain to Police work and the specific duties of full-time sworn Police Officers. Officers will sign a cover sheet indicating that they have read the posted materials. If an Officer requires a copy of the posted material, he or she may use the Department's copy machine for this purpose. It is understood that by posting copies of such written Rules, Regulations, Policies and Procedures that guide their daily activities, that a higher level of professionalism in Police work will be realized. However, in the event that any existing Rule, Regulation, Policy or Procedure directly conflicts with the Articles or Sections of this Agreement, this Agreement shall take precedence over the existing Village Rules,

Regulations, Policies and Procedures. However, this Agreement shall not supersede already existing rules and regulations of the Maywood Fire and Police Commission.

ARTICLE X – LEAVES

10.1 Personal Leave Days

All sworn officers covered by this agreement shall receive thirty-six (36) hours of Personal time per year. For the first year of employment, the available allotted hours shall be prorated and available to new employees after 6 months of employment, and then the total allotment shall be dropped in and available at the first payroll in January of the year beginning after the 6-month anniversary date. Personal leave can be taken at the discretion of the Officer for personal business. A twenty-four (24) hour notice shall be made to the appropriate supervisor by the Officer requesting to take a paid personal leave day provided that one 12-hour day may be used with one hour notice. Also, the Village agrees that paid personal leave days may be used in conjunction with regularly scheduled days off, vacation days or on any other scheduled on duty day.

10.2 Sick Leave Days

All sworn officers covered by this agreement shall receive seventy-two (72) hours of sick time per calendar year. For the first year of employment, the available allotted hours shall be prorated and available to new sworn officers after 6 months of employment, and then the total allotment shall be dropped in and available at the first payroll in January of the year beginning after the officer's 6-month anniversary date.

Officers requesting to take a sick time shall notify the appropriate supervisor at least one (1) hour prior to the start of the Officer's shift. Up to forty-eight hours of sick time (or 60

hours for an officer who uses no sick leave during the year), will at the end of the year be bought back on a one-to-one basis to be paid in the last paycheck in December. If Police officers uses 12 hours or less of sick time during the year, up to 12 hours shall be added to the following years earned paid vacation. Any officer using sick leave days shall submit a written memorandum to the Chief of Police explaining the need for sick leave. The Village may require, at its expense, medical certification, acceptable to the Village, of the need for sick leave whenever it determines such certification to be necessary. Sick leave days may not be used in conjunction with any other paid leave.

10.3 Bereavement Leave

Up to twenty-four hours of leave with pay shall be granted to officers in the event of the death of an immediate family member residing in the Chicago Metro area. This leave is for the purpose of attending the funeral, which includes such related events as the wake or visitation, Shiva and the like. Immediate family members, for purposes of this section, shall be interpreted to mean parent, spouse, child, brother, sister, grandparent, grandchild, spouse's grandparents, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister and stepchildren. For deaths of relatives that take place more than 250 miles from the Village of Maywood, the paid bereavement period shall be extended to 48 hours to allow for travel time. Also, the Village agrees that regular days off and vacation days shall not be counted as bereavement days. Bereavement periods which include such regularly scheduled days off shall, upon written request by the affected Officers, be extended day-for-day.

10.4 Jury Duty Leave

Any full-time sworn Police Officer covered by this Agreement who is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any Officer who is required to serve as a juror or participate in a criminal or civil Court proceeding at his or her regular rate of pay, assuming such Court or Court-related appearance takes place when the Officer would have been scheduled to work. The Officer shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Officer for such duty shall, in turn, be paid by the Officer to the Village.

10.5 Military Leave

Any full time sworn police officer covered by this Agreement shall be granted military leave in accordance with State and federal law. It is understood that any military taken by a probationary officer shall not constitute part of the probationary period.

10.6 Parental Leave

The Village agrees that any full-time Sworn Police Officer (male or female) covered by this Agreement who has completed two (2) years of service to the Village shall be eligible for an unpaid parental (childrearing) leave of absence. The time period of the leave of absence shall commence with the birth of the child or, if medical circumstances dictate, up to three (3) months prior to the birth of the child, and may last as long as one (1) full year. During any such leave the employee shall not be employed in any other manner, with or without monetary compensation. Any officer who during the leave is employed in violation the foregoing provision forfeits the right to any remaining leave. For the first

eight (8) weeks of such leave, the Village and Officer shall make contributions on the employee's behalf to the Maywood Comprehensive Insurance Plan. However, after that period, the employee may make such payments himself or herself directly to the Union administrator of the Insurance Plan. Such leave shall entitle the employee to reinstatement, without loss of accumulated seniority, to the same or a similar position within the Maywood Police Department that the employee had been working immediately prior to going on parental leave. Nothing in this section shall be deemed to conflict with the Family Medical Leave Act. Female Officers can receive up to eight (8) weeks of extended sick leave for the birth of child.

ARTICLE XI – VACATION LEAVE

11.1 Earned Paid Vacation Requirements

The Village agrees that all full-time sworn Police Officers shall earn paid vacation time off according to the following schedule:

After one through third year	=	112 Hours
Fourth years through sixth year	=	144 Hours
Seventh year through eighth year	=	176 Hours
Ninth year through tenth year	=	184 Hours
Tenth year through eleven year	=	192 Hours
Eleventh year through twelfth year	=	200 Hours
Twelfth year through thirteenth year	=	208 Hours
Thirteenth year through fourteenth year	=	216 Hours

Fourteenth year through fifteenth year	=	224 Hours
Fifteenth year through sixteenth year	=	232 Hours
After completion of sixteenth year	=	240 Hours

True accruals

Years of Service	Hours by Pay Period	Total Annual Hours
0-3	4.3077	112
4-7	5.5385	144
7-8	6.7692	176
9-10	7.0769	184
10-11	7.3846	192
12-13	7.6923	200
14	8	208
15	8.3077	216
16	8.6158	224
17	8.9230	232
18+	9.2308	240

Accruals will start at the time of hire and be available to new sworn officers after 6 months of service. Benefit time is accrued regardless of whether the employee is in pay-status. All annual allotted hours must be used annually.

ARTICLE XII – HEALTH & WELFARE BENEFITS

12.1 Medical/Hospitalization/Life/Dental Insurance

The parties agree that the employees covered by this agreement shall transition to and be covered by the Village group medical insurance plan(s) available to all other Village

employees effective September 1, 2022. Coverage will be provided to employees and their dependents. The Village group health, hospital and dental insurance policy, including the eligibility requirements established by the Village, shall be maintained for the term of this Agreement; provided, however, that the Village retains the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits remain substantially the same. the Village shall pay 85% of the premium cost and the employee shall pay 15% of the premiums of said Village health, hospital and dental insurance policy.

12.2 Medical Insurance: Retirees

Upon retirement and/or pension, the VILLAGE will pay 50% of the Officer's single coverage for medical insurance until the Officer reaches the age which qualifies him/her for Medicare. Officers wishing to retire must request this benefit no less than thirty (30) days prior to the end of the fiscal year. Retired officers have the option to request this benefit and must do so no less than thirty (30) days prior to the end of the fiscal year. Medical insurance for the 50% insurance benefit will be provided through the UNION. The UNION is prohibited from effecting any change in coverage that will result in an increase in the premium that was in effect on January 1, 2006. Retirees electing coverage under this Section will make their premium contribution payments directly to the Union and not to the Village. The Union will provide written notice to the Village whenever any retiree ceases to be covered under this Section.

12.3 Disability And Worker's Compensation

According to existing State of Illinois statute (5 ILCS 345/1 PUBLIC EMPLOYEE

DISABILITY ACT), any full-time sworn Police Officer who is must secure a statement injured on duty (IOD) and is unable to work shall continue to be paid full salary by the Village at his or her regular rate of pay for up to one full year from the date of the injury. Any Officer who is injured on duty in the regular service of the Maywood Police Department shall report such injury to his or her superior Officer and shall seek appropriate treatment at the nearest hospital or medical facility, assuming such hospital or medical facility is equipped to handle the needs of the injured Officer. If the Officer is unable to perform his or her normal Police duties, the Officer must secure a statement from an attending physician describing the Officer's disability in order to continue receiving full salary and other benefits from the Village. In order to continue receiving such benefits, the Officer must continue to provide the Chief of Police or his designee with proper documentation from the attending physician at regular and reasonable intervals. Officers who suffer injuries on duty (IOD), and who elect to file for benefits under the Worker's Compensation Act, shall be liable for reimbursement to the Village on a dollar-for-dollar basis of any funds that the Officer received from the Village under terms of the Public Employee Disability Act. Generally, Officers who are being compensated by the Village under terms of the Public Employee Disability Act will not also seek compensation under the Worker's Compensation Act. But nothing in this Agreement shall prevent an injured or disabled Officer from benefits under the Worker's Compensation Act, particularly if the Worker's Compensation Act is deemed to provide more generous benefits than those salary continuation benefits provided under the Public Employee Disability Act.

12.4 Extended Sick Leave – Disability Leave

Full-time non-probationary sworn Police Officers covered by this Agreement shall be entitled to paid extended sick leave or disability leave for non-duty illness or injury not covered by PEDA under the following circumstances:

(1) They have been employed by the Village of Maywood as full-time Sworn Police Officers for at least two calendar years.

(2) They are unable to perform either their regular Police Officer duties or such light duty alternative functions that the Village may offer.

(3) They have exhausted any accumulated sick leave days or personal leave days that they would be eligible for during the current period of illness or disability.

(4) They are under the ongoing care of a physician who will certify in writing that they are unable to work and also, that they are likely to remain unable to work for an extended period of time due to illness, injury, disability, hospitalization, convalescence, or rehabilitation.

(5) This benefit can only be used once in a 15 month period, with the fifteen(15) month period beginning on the first day of the prior extended sick leave.

If all of the above conditions are met, the Village agrees that full-time Sworn Police Officers shall be compensated at their full normal rates of pay for up to forty-five (45) calendar days in a calendar year. Also, any Officer who remains unable to return to full-time work, following the above described forty-five (45) day period of extended sick leave, shall be entitled to seventy-five percent (75%) of their full pay for an additional seventy-five (75) days in a calendar year. The Village further agrees that any Officers on

extended sick leave as described above shall continue to participate in the Health Insurance Plans and that their seniority shall continue to accrue to the extent described in Section 8.5 of this Agreement.

In order to maintain eligibility for extended sick leave benefits, the Officer involved will be required to provide regular reports from his or her attending physician to the Chief of Police or his designee. Also, the Village may require an Officer on extended sick leave to be examined by a doctor of the Village's choosing and may also require that any relevant diagnostic tests, including X-rays, CT scans, blood tests and medical records, be made available to the Village doctor for examination and analysis. In the event of a difference of opinion between the Officer's doctor and the Village doctor regarding whether or not the Officer is able to return to full-time Police work, the Village may, at its discretion, have the Officer examined by another independent physician of the Village choosing. In such event, whatever decision is reached by two, of the three medical professionals shall be the decision that prevails.

12.5 Maywood Police Pension Plan

The Village of Maywood is required by Illinois statute to make Village contributions to this Pension Plan on behalf of all Maywood Police Officers covered by this Agreement who meet certain requirements, including vesting requirements, of both the Pension Plan and the State law that governs it. Upon any Officer's retirement or disability, the VILLAGE will give to the employee his duty badge, shield, and I.D. card. The I.D. card will be stamped Retired.

12.6 On-Duty Death Benefits

On January 1, 2004, the Village agrees to carry and maintain a One Hundred Thousand Dollar ($100,000) Life Insurance policy for all full-time Sworn Police Officers who die while on duty. This policy shall be separate from and in addition to the $50,000 Life Insurance that employees have under the Maywood Police Comprehensive Insurance Plan described in Section 12.1 of this Agreement. Additionally, the Village agrees to continue to provide the same level of Medical and Hospitalization Insurance to the dependents of any Officer who dies while on duty for one (1) calendar year. Also, the Village of Maywood on-duty death benefit shall be in addition to any death benefits that may be available under State or Federal law, or from private philanthropic groups or agencies, or from the Union.

12.7 Training Benefits

The Village agrees that all full-time Sworn Police Officers covered by this Agreement shall be eligible to participate in professional training and upgrading programs and shall be encouraged to do so. These ongoing professional training programs shall cover such aspects of Police work as weapons handling, radio room work, investigative techniques and the like and, in all cases, employees who participate in such training shall be paid at their regular rates of pay and, where appropriate, at overtime rates of pay. Police who travel outside Maywood in a personal vehicle for such training shall be compensated for expenses and travel allowances for the vehicle at the current Federal Rate.

12.8 Education Reimbursement Benefits

Maywood Officers applying for educational reimbursement benefits will be required to

attend an Illinois State run institution of higher learning. In general, courses taken at such institutions of higher learning shall be designed to improve and advance the individual Officer's mastery of law enforcement issues and shall be part of a degree program, pre-approved by the Chief in writing, either in Law Enforcement or Criminal Justice. Within the amount budgeted for this purpose each year which shall be $20,000 , the Village agrees to pay each Officer for up to two courses per-semester meaning traditional semesters of Fall, Spring and Summer. Reimbursement for such educational expenses (tuition only) is limited to no more than $2000 per year per officer and will be based upon the following grade/pay scale:

Under Graduate Studies		**Graduate Studies**	
Letter Grade	Percentage Paid	Letter Grade	Percentage Paid
A	100%	A or B	100%
B	75%	C	0%
C	50%		

Officers receiving a "Pass" in Under Graduate Studies in Pass/Fail courses will be reimbursed by the Village for 50% of the Officer's cost. There will not be any reimbursement to an Officer in Graduate Studies receiving a grade lower than "A" or "B". Reimbursement for such educational expenses shall require prior written approval of the course (s) by the Chief of Police or his designee. Approval of each course is required even though the program has received approval. Approval shall not be arbitrarily or unreasonably withheld. The Village agrees to make payment to the Officer in a timely manner.

12.9 Education Compensation

Officers covered by this Agreement shall receive the following education incentive pay upon receipt and approval of the necessary documentation (i.e., official sealed transcript), which shall be computed into the officer's hourly rate from the beginning of the pay period after the requisite degree has posted or the effective date of this contract, whichever is later:

- $500.00 per year ($0.24 per hour) for an Associate's Degree in a Village approved program pertaining to criminal justice or related field in law enforcement; or
- $650.00 per year ($0.31 per hour) for a Bachelor's Degree in a Village approved program pertaining to criminal justice or related field in law enforcement
- $800.00 per year ($0.38 per hour) for a Master's Degree in a Village approved program pertaining to criminal justice or related field in law enforcement

12.10 Specialty Pay

A. Field training officers (FTOs) will receive two (2) hours of specialty pay at the Officer's regular rate, or compensatory time, for each day that they are actually training recruits when a DOR is required, provided that such specialty pay shall not be included as hours worked in the calculation of overtime.

B. Officers assigned to work as investigators or evidence technicians will receive four (4) hours of straight time specialty pay per month, provided that such specialty pay shall

not be included as hours worked in the calculation of overtime. Probationary officers will not be allowed to participate in any specialty unit (defined as field training officers, investigators, or evidence technicians, drug unit, tactical team, or search warrant team) unless they possess a specialized skill and with the agreement of the Police Chief and the Union. Non-probationary officers will not be eligible to bid for specialty units until they have three (3) years of service with the Maywood Police Department or two (2) years of service with the Maywood Police Department and prior police experience.

ARTICLE XIII – BASE SALARY LEVELS

Base Salary Levels for the periods of time indicated are as the following:

Effective January 1, 2018, the annual base wage is based upon 84 hours of work in a scheduled 14-day work period.

Retroactivity: All wages across the board and retroactive for current employees or those honorably retired to 5/1/2020).

May 1, 2020 to April 30, 2021

Pay Schedule	Hourly Rate	Annual Pay
Starting Pay	$23.27	$50,826.68
After 18 months	$32.20	$70,318.36
After Two Years	$33.80	$73,818.05
After Three Years	$38.79	$84,711.13
After Four Years	$43.94	$95,975.05
After Twelve Years	$44.19	$96,508.13
After Twenty Years	$44.51	$97,203.43

May 1, 2021 to April 30, 2022

Pay Schedule	Hourly Rate	Annual Pay
Starting Pay	$23.74	$51,843.22
After 18 months	$32.84	$71,724.73

After Two Years	$34.48	$75,294.41
After Three Years	$39.56	$86,405.36
After Four Years	$44.82	$97,894.55
After Twelve Years	$45.07	$98,438.29
After Twenty Years	$45.40	$99,147.50

May 1, 2022 to April 30, 2023

Pay Schedule	Hourly Rate	Annual Pay
Starting Pay	$24.45	$53,398.51
After 18 months	$33.83	$73,876.47
After Two Years	$35.51	$77,553.25
After Three Years	$40.75	$88,997.52
After Four Years	$46.17	$100,831.39
After Twelve Years	$46.42	$101,391.44
After Twenty Years	$46.99	$102,617.66

May 1, 2023 to April 30, 2024

Pay Schedule	Hourly Rate	Annual Pay
Starting Pay	$25.24	$55,133.96
After 18 months	$34.93	$76,277.46
After Two Years	$36.66	$80,073.73
After Three Years	$42.07	$91,889.94
After Four Years	$47.67	$104,108.41
After Twelve Years	$47.93	$104,686.66
After Twenty Years	$48.51	$105,952.73

ARTICLE XIV – MISCELLANEOUS WORKING CONDITIONS

14.1 Equipment Safety

The Village agrees that no unsafe or improperly maintained or non-functioning equipment, including patrol cars, radios, Department-owned weapons, computers, lights, sirens and

other equipment that is in regular use, shall be assigned to Officers covered by this Agreement.

14.2 Drug Screening and Testing

The Sworn Police Officers and the Village agree to adhere to the Substance Abuse Testing Procedure stipulated in Appendix "A". The drug Screening test shall be administered for the purpose of the detection and abuse of drugs according to the State of Illinois and/or Federal guidelines and statutes, and shall be performed specifically according to the terms and conditions of the Illinois Controlled Substances Act, 720 ILCS 570/101.

14.3 Light Duty Assignments

Officers who are injured, disabled or ill may be assigned to light-duty work. Officers on light duty must comply with applicable assessments. The Village does have the right to set a Light Duty Policy as long as the light-duty assignments do not in any way aggravate, worsen, or otherwise complicate a given Officer's illness or incapacity. Officers on light duty shall continue to receive all benefits as well as current salary. Light duty assignments shall not normally exceed 30 workdays.

14.4 Part-Time Police

The Village agrees not to use part-time Officers, auxiliary Police or any other Police Department or Village employees in any manner that replaces full-time Sworn Maywood Police Officers which will also include any police specialty units (investigations, drug, gang, etc.) except in extreme emergency. Notwithstanding the foregoing, part-time officers may be used to perform office duties, augment specialty units and may be used to perform patrol duties when scheduled officers become unavailable due to unforeseen

circumstances. In addition, part-time police may be used to add to the number of scheduled patrol officers, but cannot become part of the regular predetermined schedule.

14.5 No Illegal Quotas

Neither the Village nor the Police Department Administration shall make, codify, or attempt to impose any illegal quotas concerning minimum numbers of arrests or minimum numbers of traffic citations on any Officer or group of Officers covered by this Agreement. Further, any such minimum performance standards or quotas that may have been in effect prior to January 1, 2002, shall be immediately discontinued upon the signing of this Agreement. Nevertheless, the Union and the sworn Police Officers covered by this Agreement are committed to doing everything in their power to make the Village of Maywood as free of criminal activity and as free of traffic problems as is humanly possible

14.6 Meetings

Specialty Unit meetings shall be separate from Department meetings. Specialty Unit meetings will be scheduled on an as needed basis with reasonable notice. An officer may be excused from attending any meeting by his immediate supervisor if scheduled time off causes a conflict or hardship for the officer. Supervisors will attempt to call meetings at times when most officers are already scheduled to work that day. Meetings for other members of the Department shall remain the same as current practice. Officers held over for M.A.P.S. meetings shall work and be compensated for time held over. Shedules may be shifted or rearranged by the Chief of Police to accommodate M.A.P.S. meetings without creating overtime. For example at the end of the day shift, the M.A.P.S. officer

may opt to continue working in patrol or not work up until the start of the M.A.P.S. meeting. An officer will be compensated at the overtime rate for time worked past their normal shift. The mid-night officer assigned to M.A.P.S. may choose to work with the evening (3:00 p.m. to 11:00 p.m.) patrol shift up until the start of their mid-night duties. The mid-night officer would then have the option of leaving after completing a full eight (8) hour shift but in either case, the officer will be compensated at the overtime rate for time worked over eight (8) hours. No officer will be scheduled to attend a M.A.P.S. meeting on the officer's day off.

14.7 Credit for Prior Employment

The Village may, in its discretion, place a newly hired employee with police experience at any step of the salary schedule up to and including the third step.

14.8 Holiday Pay

Effective on the implementation of the 12 hour shift, employees on 12 hour shifts covered by this agreement will receive eight (8) hours of holiday pay per Village holiday provided that they actually work the day before and the day after the holiday if regularly scheduled to do so. Holiday pay shall be included in the regular pay check following the holiday. Employees who work on a holiday that is a regularly scheduled work day shall be paid at the rate of 1 ½ times their regular rate for the hours worked on the holiday. If an employee works on a holiday that is not a regularly scheduled work day, the employee shall be paid at the rate of 2 times their regular rate for the hours worked on the holiday. The Village will appropriate for Holiday Pay, along with regular salary, of all sergeants in its annual salary ordinance and budget.

14. 9 Officer Involved Shooting

14.9.1 50 ILCS 727/1-25 mandates the Employer enact a policy requiring all officers involved in an "officer involved shooting" ("OIS") to be subject to drug and alcohol testing prior to the end of his or her shift. 50 ILCS 727/1-25 defines an "officer involved shooting" as any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. Should 50 ILCS 727/1-25 be repealed, stricken, or otherwise be found to be legally unenforceable, this Section 20.2 shall be deemed unenforceable at the election of either party. Should 50 ILCS 727/1-25 be amended, the parties agree to bargain over the impacts and effects of the amendment(s).

14.9.2 This Section 14.9 does not diminish any rights provided by an Employee or the Union in applicable portions of the Collective Bargaining Agreement ("CBA"), Illinois law (including but not limited to the Uniform Peace Officer Disciplinary Act), Federal law, and the constitutions of the United States and State of Illinois.

14.9.3 The collection of information, evidence, and data pursuant to this Section 14.9 is intended to be used exclusively for administrative purposes. Unless ordered by lawful order of a court or administrative tribunal of competent jurisdiction, or written agreement of the parties, Employer will not voluntarily share any physical evidence (or results of any testing) gathered from Employees pursuant to this Section 14.9 with an outside entity.

14.9.4 As soon as practicable, following an OIS, the Employee will be ordered to go to a hospital for examination, care, and treatment. When prudent and reasonable, the Employee will be sent to a different hospital than any offender(s).

14.9.5 If the Employer collects Employee's firearm(s), the Employee will immediately be provided with a substitute weapon if appropriate under the circumstances.

14.9.6 Immediately following an OIS, the Employer will make reasonable efforts to inform the Union (which may include notice to the local union steward) of the OIS. Employees will be allowed to confidentially speak with a Union representative and/or attorney.

14.9.7 Upon being discharged from the hospital and completing all required tests, the Employee may (at the employees' discretion) be driven to his/her home by another bargaining unit member selected by the Employee or Union.

14.9.8 Following an OIS and the test provided for in 14.9.9 below, Employees will only be required to participate in interviews, physical testing, and chemical testing after an unambiguous written order threatening to terminate the Employee's employment with the Employer should the Employee refuse to participate. The parties agree an Employee will have the right to request to have a Union representative and attorney present for all interviews, except in an emergency involving matters of public safety.

14.9.9 Following an OIS, at the hospital, and prior to the end of the shift or as soon thereafter as possible, the Employee will be ordered to provide a urine sample to test for illegal drugs and alcohol.

14.9.10 Prior to an Employee's Union representative and/or attorney being present, Employer may (but is not required to) order an Employee involved in an OIS, under threat of termination, to answer limited questions directly related to the public's safety. If a Union representative and/or attorney is not available, the Employer shall permit a Union

representative and/or attorney be present by telephone during this brief "public safety interview," if one is immediately available. The interview shall be based upon the "public safety interview" set forth below. The public safety interview must be conducted by a member of the department holding a rank higher than the Employee. The "public safety interview" shall be limited to the following:

Officer, we are required by policy to complete a public safety statement. Due to the immediate need to take action, you do not have the right to wait for legal or union representation before answering these limited questions.

1. Are you injured?
2. If you know of anyone who was injured, what is his, her or their location?
3. In what direction did you fire your weapon(s)?
4. If any suspects are at large, what are their descriptions or vehicle descriptions?
5. What was their direction of travel?
6. How long ago did they flee?
7. For what crimes are they wanted?
8. With what weapons are they armed?
9. Does any evidence need to be preserved?
10. Where is it located?
11. Did you observe any witness(es)?
12. Where are they?

14.9.11 Employees will not be interviewed or interrogated regarding her/his involvement in an OIS any sooner than 72 hours following the end of the shift during which the OIS

occurred. All interviews and interrogations shall be conducted at a reasonable time and place.

14.9.12 Absent a warrant or court order, or consent from the Employee obtained after consultation with a Union Representative, the Employer will never compel an Employee to provide blood, fluid (other than urine), skin, hair, feces, cheek swab, or any other sort of genetic or biological sample. Unless necessary to prosecute a criminal case against someone other than the Employee.

14.9.13 All urine testing shall be administered by a vendor who conducts U.S. Department of Transportation testing (i.e. the type of testing outlined in 49 CFR, Part 40). All testing shall be of the employee's urine and will conform to U.S. Department of Transportation standards for specimen collection and analysis or such similar standards used by the hospital. All chemical testing must account for legal prescription use and use of other legal substances.

14.9.14 The same protocols contained in this Section 14.9 for OIS shall apply to any and all interviews and testing following an "officer involved death" ("OID") as defined by 50 ILCS 727/1-10.

14.9.15 In the case of an OIS and/or OID, this Section 14.9 supersedes any and all other drug testing policies or provisions of the CBA.

14.10 Surveillance of Employees

If the Village is in possession or control of relevant surveillance (video, photographic, audio, GPS, or other recorded surveillance) of an employee, prior to the employee submitting to Interrogation, as defined in Section 2(c) of the Uniform Peace Officers'

Disciplinary Act (50 ILCS 725/2(c)), regarding the subject matter observed in the surveillance, the Village will give the employee notice of the existence of said surveillance material(s). The Village's notice will be included along with other information required in the written notice required by the Uniform Peace Officers' Disciplinary Act. The Village will allow the employee and Union a reasonable opportunity to observe the surveillance materials prior to the employee's Interrogation. An admission or confession obtained from an Interrogation where such notice and opportunity to view were not provided is inadmissible in a disciplinary hearing; the admissibility of the actual surveillance evidence will be left to the trier of fact. The parties agree to follow all state and federal laws regarding the use of body worn cameras. The parties agree that the recording officer and/or his supervisor may access and review recordings prior to completing incident reports or other documentation, provided that the individual who reviews the body camera footage discloses that fact in the report or documentation and provided further that review by the reviewing officer is not prohibited by law.

ARTICLE XV – SEVERABILITY

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Labor Relations Board or any Court of competent jurisdiction, or by any change in any substantially-enacted Federal or State legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the Labor Board or Court decision, or change in law, and the remaining parts of portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon request of

either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

ARTICLE XVI – ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any subject or matter referred to or covered in this Agreement and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village shall notify the Union of its intention to make the proposed changes. Upon such notification, and if requested by the Union, the Village shall meet with the Union and bargain over such changes before they are implemented. If the Union becomes aware of such a change and has not received the necessary notification, the Union will notify the Village as soon as possible and demand bargaining over such changes if desired. The failure of the Union to request such bargaining shall in no way act as a waiver of any Union rights, stated or implied.

ARTICLE XVII – DURATION

This Agreement shall be effective as of the date the Contract is executed by both parties, with Salary Increases going into effect retroactively to May 1, 2020, and shall remain in full force and

effect until 11:59 p.m. on the 30th day of April, 2024.

Either party may notify the other in writing no less than sixty (60) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement.

In the event that such notice is given, negotiations shall begin not later than fifteen (15) days after such notice is given unless mutually agreed to by the parties. This Agreement shall remain in full force and effect during the period of negotiations until such time as it is replaced by any subsequent Agreement.

Agreed to, signed and entered into this _____ day of _____.

Metropolitan Alliance Of Police	**Village of Maywood, Illinois**
_____	_____
_____	_____
_____	_____

APPENDIX A - DRUG TESTING
PART I
UNIFORM TESTING PROCEDURES FOR ALCOHOL AND DRUGS

Section A 1.1 Probable Suspicion Testing

In cases in which an employee is acting in an abnormal manner and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of controlled substances, the Employer may require the employee (in the presence of a union shop Steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. The supervisors) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop Steward or other union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the clinic to withdraw specimens of blood and urine and release the results of the urine laboratory testing to his/her Employer's Medical Review Officer, in the case of DOT-COVERED employees, and the blood testing results to the Employer, but shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

An employee may raise an affirmative defense that the positive blood test result was attributable to the proper use of a prescription medication. If the employee raises such a defense to the Employer, at the employee's request, the Employer shall refer the employee to a qualified physician to discuss the employee's explanation for the positive blood test result. The qualified physician may decide that there is a legitimate explanation and declare the blood drug test to be negative. The employee may be required to provide evidence that a prescription has been lawfully prescribed by a physician.

A refusal to provide either specimen will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. In the case of a non-DOT-covered employee who is unable to provide a urine specimen after a reasonable waiting period [not to exceed one (1) hour], the Employer may terminate the procedure and proceed with laboratory testing based upon blood specimens alone. In DOT-covered cases, if the employee is unable to produce 30 ml of urine, he or she shall be given fluids to drink and shall remain at the collection site under observation until able to produce a 30-ml specimen, for up to eight (8) hours at the Employer's option. If still unable to produce a 30-ml specimen, the blood specimen will be forwarded to the lab for analysis, and the employee shall be referred for medical evaluation. Contractual time limits for disciplinary action, as set forth in this Agreement, shall begin on the day on which specimens are drawn. In the event the Employer alleges only that the employee is

intoxicated on alcohol and not drugs, previously agreed-to procedures under this Agreement for determining alcohol intoxication shall apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication."

Section A 1.2 DOT Random Testing

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT rules under 49 CFR Part 391, Subpart H.

It is agreed that the Employer shall discontinue urine drug testing in conjunction with the DOT physical after the Employer has implemented its random urine drug testing program and is testing at the fifty percent (50%) rate.

The method of selection for random urine drug testing will be neutral so that all employees subject to testing will have an equal chance to be randomly selected.

The term "employees subject to testing" under this agreement is meant to include any employee required to have a DOT physical examination under the Department of Transportation regulations. Employees out on long term injury or disability for any reason shall be removed from the random pool.

The provisions of Section A 1.6 C, Split Sample Procedures, and Section A 1.10 A, One-Time Rehabilitation, shall apply to random urine drug testing.

Section A 1.3 Non-Suspicion-Based Post-Accident Testing

Non-suspicion-based post-accident testing is defined as urine drug testing as a result of an accident when the driver is issued a citation for a moving traffic violation arising from an accident. Urine drug testing will be required after accidents meeting the following conditions and drivers are required to present themselves for such testing within thirty-two (32) hours after such accident:

"Accident" means an occurrence involving a commercial motor vehicle operating on a public road which results in: (i) A fatality; (ii) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (iii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by tow truck or other vehicle.

The driver has the responsibility to make himself/herself available for urine drug testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The

driver is responsible for notifying the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action.

If a driver receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he or she shall not be required to submit to post-accident urine drug testing.

The Employer shall make available a urine drug testing kit and an appropriate collection site for the driver to provide specimens.

The provisions of Section A 1.6 C, Split Sample Procedures, and Section A 1.10 A, One-Time Rehabilitation, shall apply to non-suspicion-based post-accident drug testing.

Section A 1.4 Chain of Custody Procedures

Any specimens collected for drug testing shall follow the DHHS/DOT (Department of Health and Human Services/Department of Transportation) specimen collection procedures. At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT regulations, it is the employee's responsibility to initial the specimens, additionally ensuring that the specimens tested by the laboratory are those of the employee. The required procedure follows:

A. Blood Specimens

For probable suspicion testing, blood shall be drawn first. The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed and labeled and the employee has the responsibility to identify each specimen and initial same. Urine is similarly collected, sealed, labeled and initialed. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The employee has the responsibility to initial the outside of the container. The container shall be sent to the designated testing laboratory on the same day or on the next normal business day, by air courier or other fastest available means.

B. Urine Specimens

Where urine specimens are to be provided, at least 30 ml of specimen shall be collected and placed in one (1) self-sealing, screw-capped container. Urine specimen in excess of the first (1st) 30 ml shall be placed in a second (2nd) such container. They shall be sealed, labeled and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each specimen and initial same. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The employee has the responsibility to initial the outside of the container. The container shall be sent to the

designated testing laboratory at the earliest possible time by the fastest available means. In this urine collection procedure, urine shall be obtained directly in a wide-mouthed single-use specimen container, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initialed the bottles. At the employee's request, he or she may void directly into the two (2) self-sealing tamper-resistant urine bottles in the kit.

It is recognized that the Employer has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the Company's MRO for determination as to whether another specimen should be drawn.

The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

Section A 1.5 Drug Testing Kits

A. Blood and Urine Sample Kits (Probable Suspicion Kits)

The contents of the blood and urine sample kits shall be as follows:

(1) Security seals for sealing, initialing and labeling each blood vial.

(2) Non-alcohol antiseptic swab (providone-iodine 10%).

(3) Holder for evacuated tube and needle.

(4) 20 gauge x 1.5" multiple sterile pyrogen-free needle.

(5) One (1) sterile evacuated GRAY top blood collection tube containing 100 mg sodium fluoride and 20-mg potassium oxalate (or in the same proportion), and one (1) sterile

evacuated blood collection tube without an anticoagulant, preservative - e.g., RED top tube.

(6) Two (2) screw-capped self-sealing tamper-resistant urine collection bottles of appropriate capacities (for kits manufactured after April 1994).

(7) Instructions for specimen collection.

The chain of custody form shall be completed by the hospital/clinic personnel during specimen collection and the appropriate copies for the laboratory placed with the blood and urine specimens into the transportation container. The exterior of the container must then be secured (e.g., by placing the tamper-proof Box Seal over the outlined area). If physically capable, the employee has the responsibility to initial the sealed transportation container.

B. Urine Collection Kits

The contents of the urine collection kit shall be as follows:

(1) Two (2) screw-capped self-sealing tamper-resistant urine collection bottles of appropriate capacities, one of which contains a temperature reading device affixed to the outside of the container capable of registering the urine temperature specified in the DOT regulations.

(2) A uniquely numbered (i.e., Specimen Identification Number) DOT approved chain of custody form with similarly numbered Bottle Custody Seals, and a transportation kit seal (e.g., Box Seal) shall be utilized during the urine collection process and completed by the collection site person. The appropriate laboratory copies are to be placed into the transportation container with the urine specimens. The exterior of the transportation kit shall then be secured, e.g., by placing the tamper-proof Box Seal over the outlined area.

The employee has the responsibility to initial the sealed transportation container.

(3) Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to (1) and (2) above.

Section A 1.6 Laboratory Requirements

A Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

B. Specimen Retention

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

C. Split Sample Procedure

There will be an optional split sample procedure available to all employees selected for urine drug testing. When any test kit is received by the laboratory, the "primary" sealed urine specimen bottle shall be immediately removed for testing, and the remaining "split" sealed bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit containing two (2) containers for the urine specimen. One container must contain at least 30 ml of urine, and urine in excess of the first 30 ml shall be placed in the second container. Both shall be sealed in the employee's presence, initialed by the employee, then forwarded to an approved laboratory for testing. If the employee is advised by the MRO that the first (1st) urine sample tested positive, in a random or post accident urine drug test, or if the urine portion of a probable suspicion test is positive after the blood tests negative, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first laboratory to another independent and unrelated approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If the employee chooses to have the second (2nd) sample analyzed, he or she shall at that time execute a special checkoff authorization form to ensure payment by the employee. If the employee chooses the optional split sample procedure, disciplinary action can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second (2nd) sample's analysis before entering the rehabilitation program. If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

D. Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must be accredited by the Substance Abuse & Mental Health Services Administration (SAMHSA).

Laboratories that have not previously been approved for blood drug testing but which desire to begin such testing, pursuant to this Agreement, must apply to the parties for approval and be added to the approved list before testing.

Section A 1.7 Laboratory Testing Methodology

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

When a grievance is filed as a result of a positive drug test, the Employer shall obtain the test results from the laboratory relating to the drug test, and shall provide a copy to the Union.

A. Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate.

In probable suspicion testing, a "positive" finding for cannabinoids will be forensically reported under any of the following results obtained after testing blood specimens by gas chromatography/mass spectrometry:

(1) The blood/serum contains at least two (2) and up to five (5) nanograms THC/ml and at least ten (10) nanograms THC metabolites/ml.

(2) The blood/serum contains at least five (5) or more nanograms THC/ml, regardless of the THC metabolite concentration.

(3) The blood/serum contains twenty (20) or more nanograms THC metabolites/ml, regardless of THC concentration.

If none of the above blood marijuana findings results are obtained, a "negative" finding shall be reported.

Where other Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist and certified as accurate.

All positive test results must be reviewed by the certifying scientist and certified as accurate.

B. Prescription and Non-prescription Medications

If an employee is taking a prescription or non-prescription medication in the appropriate described manner, he or she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

C. Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders. The MRO shall review and interpret all urine drug test results, as required by the DOT for all employees tested for drugs under this Agreement, from the laboratory and shall examine alternate medical explanations for such positive tests. Prior to the final decision to verify a positive urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee has not discussed the results of the positive urine drug test with the MRO within five (5) days after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

Section A 1.8 Leave of Absence Prior to Testing

A. Treatment Leave

An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

B. One (1) Leave Limit

Such leave of absence shall be granted on a one (l)-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority, nor does this provision amend or alter the disciplinary provision.

C. Testing Upon Return to Work

Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Section A 1.10 of the Appendix. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

D. Non-Application to Probationary Employees

The provisions of this Section shall not apply to probationary employees.

Section A 1.9 Disciplinary Action Based on Positive Test Results

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

A. If a laboratory, following the procedures described in Sections A.6 and A.7, reports that a urine test is positive, the employee shall be subject to discharge [except as provided in Section A 1.10].

B. The following actions shall apply in probable suspicion testing based on DOT and contractual mandates.

(1) If the blood test is positive according to the procedures described in Parts (f) and (g), the employee shall be subject to discharge.

(2) If the blood test is negative and the urine test is positive, the employee shall be medically unqualified as prescribed by the DOT regulations.

(3) If the blood test is negative and the urine test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.

C. If test results show a blood alcohol concentration equal to or above the level previously determined by this Agreement for alcohol intoxication, the employee shall be subject to discharge pursuant to this Agreement.

Section A 1.10 Return to Employment After a Positive Drug Test

A. One-Time Rehabilitation

Any employee testing positive for drugs or alcohol, thereby subjecting the employee to discipline, shall be granted reinstatement on a one (l)-time lifetime basis if the employee successfully completes a program of evaluation and/or rehabilitation which has been approved by the applicable Medical Insurance Plan where such is the practice. Any cost of evaluation and/or rehabilitation, over and above that paid for by the applicable Medical Insurance Plan, must be borne by the employee.

B. Rehabilitation Conditions

Employees electing the one-time lifetime evaluation and/or rehabilitation must notify the Employer within ten (10) days of being notified by the Employer of a positive urine drug test. The evaluation process and/or rehabilitation program must take a minimum of ten (10) days. The employee must begin the evaluation process and/or rehabilitation program within fifteen (15) days after notifying the Employer. The employee must request reinstatement promptly after successful completion of the evaluation process and/or rehabilitation program. After the minimum ten (10) day period, the employee may request reinstatement, but must first provide a negative urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be

reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Supplement. After the discharge is sustained, the employee must notify the Employer within ten (10) days of the date of the decision, of the desire to enter the evaluation process and/or rehabilitation program.

C. Limits on Benefits Accrual

While undergoing treatment, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority.

D. Post Treatment/Return to Work Testing Required

Upon being reinstated, and after providing the negative drug test provided in Subpart B, of this Section, the employee will be subject to three (3) additional tests for drugs without prior notice. Two (2) of these tests will occur within the six (6) months of the employee's reinstatement and the third (3rd) test to occur within the six (6) to twelve (12) month period after the employee's return to employment. A positive test result as set forth in Section A 1.7 of this Appendix or a refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.

Section A 1.11 Special Grievance Procedure

The Grievance Procedure set forth in Parties' Collective Bargaining Agreement shall be used for alcohol/drug related disputes.

Section A 1.12 Paid-for Time

A. Training

Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

B. Testing

Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

(1) Random Drug Tests

a. for all time at the collection site.

b. travel time.

i. for travel time one way if the collection site is reasonably en route between the employee's home and the public works garage, and the employee is going to or from work; or

ii. for travel time both ways between the public works garage and the collection site, only if the collection site is not reasonably en route between the employee's home and the public works garage.

c. When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, or 9.5 hours the employee is paid time and one-half for all time past the eight (8) hours or 9.5 hours.

d. The Employer will not require the city employee to go for urine drug testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.

e. During an employee's shift, an employee will not be required to use his/her personal vehicle from the public works garage to and from the collection site to take a random drug test.

f. If a driving employee is called at home to take a random drug test at a time when the driving employee is not en route to or from work, the driver shall be paid, in addition to all time at the collection site, travel time both ways between the driver's home and the collection site with no minimum guarantee.

(2) Non-Suspicion-Based Post-Accident Testing

a. In the event of a non-suspicion-based post accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time [during the thirty-two (32) hour period], the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

b. When the Employer takes a driving employee out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driving employee to return to his/her home or the public works garage in accordance with this Agreement.

PART II
ALCOHOL TESTING

Section A 2.1 Employees Who Must be Tested

There shall be random; non-suspicion-based post-accident and probable suspicion alcohol testing of all employees subject to DOT-mandated alcohol testing. This includes all employees who, as a condition of their employment, are required to have a DOT physical, and are subject to testing for drugs under Part I, Section 2, of this Appendix.

Employees covered by this Collective Bargaining Agreement who are not subject to DOT-mandated alcohol testing are only subject to probable suspicion testing as provided in Part I, Section 1, of this Appendix.

Section A 2.2 Alcohol Testing Procedure

All alcohol testing under this Section will be conducted in accordance with applicable DOT/FHWA regulations. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has successfully completed the necessary training course that is the equivalent of the DOT model course. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.

A. Screening Test

The initial screening test uses an Evidential Breath Testing (EBT) device, unless other testing methodologies or devices are mandated or agreed upon, to determine levels of alcohol. The following initial cutoff levels shall be used when screening breath samples to determine whether they are negative or positive for alcohol

Breath Alcohol Levels:

Less than 0.02% BAC - Negative
0.02% BAC and above - Positive (Requires Confirmation Test)

B. Confirmatory Test

All samples identified as positive on the initial screening test, indicating an alcohol concentration of 0.02% BAC or higher, shall be confirmed using an EBT device that is capable of providing a printed result in triplicate; is capable of assigning a unique sequential number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the devices the device's serial number and the time of the test, unless other testing methodologies or devices are mandated or mutually agreed upon.

A confirmation test must be performed a minimum of fifteen (15) minutes after the screening test, but not more than twenty (20) minutes after the screening test.

The following cut off levels shall be used to confirm a positive test for alcohol

Breath Alcohol Levels:

Less than 0.02% BAC - Negative
0.02% BAC to 0.039% BAC - Positive*
0.04% BAC and above - Positive*

*Refer to Part II, Section 2.12, of this Appendix, for Discipline Based on a Positive Test

Section A 2.3 Notification

All employees subject to DOT-mandated random alcohol testing will be notified of testing by the Employer, in person or by direct phone contact.

Section A 2.4 Pre-Qualification Testing for Non-DOT Personnel

An employee who transfers from a non-DOT-covered position to a safety sensitive position, requiring DOT mandated alcohol testing, will be subject to an alcohol test as part of the pre-qualification conditions for filling such position Employees will be advised in writing prior to transferring to a safety sensitive function as defined by DOT, that pre-qualification testing will be conducted to determine the presence of alcohol. Any employee testing positive below the state DWI/DUI limit in a pre-qualification alcohol test shall not be permitted to re-qualify for a period of one (1) year.

Section A 2.5 Random Testing

The method used to randomly select employees for alcohol testing shall be neutral scientifically valid and in compliance with DOT regulations.

The annual random testing rate for alcohol use shall be the rate established by the Administrator of the FHWA.

In the event of a grievance or litigation, the Employer shall, upon written request from the employee, release to the employee and the Union (in its capacity as representative of the grievant and as a decision maker in the grievance process), information required to be maintained under the DOT alcohol testing regulations and arising from the results of all alcohol test which is subject to release under the regulations.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

Employees subject to random alcohol testing shall be tested within one (1) hour prior to starting the tour of duty, during the tour of duty, or immediately after completing the tour of duty.

Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to testing during the period of time they are away from work.

Section A 2.6 Non-Suspicion-Based Post-Accident Testing

Employees subject to non-suspicion-based post-accident alcohol testing shall be limited to those employees subject to DOT alcohol testing who are involved in an accident where there is:

(i) a fatality, or,
(ii) a citation under State or local law is issued to the driver for a moving traffic violation arising from the accident in which;
  (a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accidents or
  (b) one or more motor vehicles incurring disabling damage as a result of the accidents requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

Alcohol testing will be required under the above conditions and employees are required to submit to such testing as soon as practicable Under no circumstances shall this type of testing be conducted after eight (8) hours from the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing, after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a DOT post-accident alcohol test is performed, whichever occurs first. It is not the intention of this language to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

Prior to the effective date of the DOT alcohol testing regulations, the Employer agrees to give each employee subject to DOT non-suspicion-based post-accident testing written notification of the procedures required by the DOT regulations in the event of an accident as defined by the DOT.

Section A 2.7 Substance Abuse Professional (SAP)

A. The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist or social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

B. The Employer will provide the employee with a list of resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol as soon as practicable but no later than thirty-six (36) hours after the Employer's receipt of notice from the BAT, exclusive of holidays and weekends The SAP will be the only person responsible for determining, during the evaluation process, whether an employee will be directed to a rehabilitation program and if so, for how long.

C. Follow-up and return-to-duty tests need not be confined to the substance involved in the violation. If the SAP determines that a driver needs assistance with an alcohol and drug abuse problem the SAP may require drug tests to be performed along with any required alcohol follow-up and/or return-to-duty tests, if it has been determined that a driver has violated the drug testing prohibition.

D. Any cost of evaluation by the SAP and/or rehabilitation recommended by the SAP associated with the abuse of alcohol while performing or available to perform safety-sensitive functions under this Agreement, over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee. The Employer shall pay for pre-qualification alcohol testing for employees who transfer from a non-DOT-covered position to a safety-sensitive position requiring DOT-mandated alcohol testing provided the employee tests negative. The Employer will also pay for random non-suspicion-based post-accident and probable suspicion alcohol testing. Return-to duty and follow-up alcohol testing that is prescribed by the SAP, will be paid for by the Employer, provided the employee tests negative.

Section A 2.8 Probable Suspicion Testing

Employees subject to DOT probable suspicion alcohol testing under this Appendix shall be tested in accordance with current, applicable DOT regulations.

For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

Probable suspicion is defined as an employee's specific observable appearance, behavior, speech or body odor that clearly indicates the need for probable suspicion alcohol testing.

In the event the Employer is unable to determine whether the abnormal behavior or appearance is due to alcohol or drugs, the Employer shall specify that the basis for any disciplinary action or testing is for "alcohol and/or drug intoxication" In such cases, the employee shall be tested in accordance with Part I, Section 1, of this Appendix and applicable DOT alcohol testing regulations.

In cases where an employee has specific, observable, abnormal indicators regarding appearance, behavior, speech or body odor, and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of alcohol the Employer may require the employee, in the presence of a union shop steward or other employee requested by the

employee under observation, to submit to a breath alcohol test. Suspicion is not probable and thus not a basis for testing if it is based solely on third party observation and reports.

The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. Upon request, a copy must be provided to the shop steward or other union official after the employee is discharged or suspended or taken out of service.

All supervisors and Employer representatives designated to determine whether probable suspicion exists to require an employee to undergo alcohol testing shall receive specific training on the physical, behavioral speech and performance indicators of how to detect probable suspicion alcohol misuse and use of controlled substances as required by DOT regulations.

In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

Section A 2.9 Preparation for Testing

All alcohol testing shall be conducted in conformity with the DOT alcohol testing regulations. Any alleged abuse by the Employer, such as proven harassment of any employee or deliberate violation of the regulations or the contract shall be subject to the grievance procedure to provide a reasonable remedy for the alleged violation.

Upon arrival at the testing-site, an employee must provide the Breath Alcohol Technician (BAT) with proper identification. If requested, the employee will sign a consent form authorizing the BAT to collect a breath sample and release the result of the breath testing to his/her Employer, but shall not be required to waive any claim or cause of action under the law

A standard DOT approved alcohol testing form will be used by all testing facilities.

Section A 2.10 Specimen Testing Procedures

All procedures for alcohol testing will comply with Department of Transportation regulations.

No unauthorized personnel will be allowed in any area of the testing site. Only one alcohol testing procedure will be conducted by a BAT at the same time.

The employee will provide his or her breath sample in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily Testing will be under the direct observation of a Breath Alcohol Technician (BAT). All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, as soon as practical an evaluation from a licensed physician selected by the Employer and the Local Union concerning the employee's medical ability to provide an adequate amount of breath If the physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge

Section A 2.11 Leave of Absence Prior to Testing

All employees shall be subject to only one (1) lifetime voluntary leave of absence prior to testing and post positive testing as provided in Section A 1.10 above, for the purpose of undergoing a program for alcohol or drug use. Such leave shall be granted for a period of no more than sixty (60) days, and shall not be extended, unless by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto, except the continued accrual of seniority. This provision does not alter or amend the disciplinary provision (Part II, Section A 2.12) of this Part, except as provided in Section A 1.10 above..

Before returning to work the employee must have completed any recommended treatment and taken a return to duty test, with a result of less than 0.02% BAC, and further be subject to six (6) unannounced follow-up alcohol tests in the first twelve (12) months following the employee's return to duty.

Section A 2.12 Disciplinary Action Based on Positive Test Results

A. First Positive Test

0.02% BAC - 0.039% BAC
Out of service for 24 hours
0.04% BAC - Less than State DWI/DUI Limit
Out of Service for the length of time determined by the SAP with a minimum of twenty-four (24) hours
State DWI/DUI Limit and Above
Subject to discharge

B. Second Positive Test

0.02% BAC - 0.039% BAC
Out of Service for a five (5) calendar day suspension
0.04% BAC - Less than State DWI/DUI Limit
Out of Service for the length of time determined by the SAP with a minimum of a twenty (20) calendar day suspension
State DWI/DUI Limit and
Above Subject to discharge

C. Third Positive Test

0.02%BAC-0.39%BAC
Out of Service for a fifteen (15) calendar day suspension
0.04% BAC - Less than State DWI/DUI Limit
Out of Service for length of time determined by the SAP with a minimum of a thirty (30) calendar day suspension
State DWI/DUI Limit and Above
Subject to Discharge

D. Fourth Positive Test

0.02% BAC - 0.039% BAC
Subject to discharge
0.04% BAC - Less than State DWI/DUI Limit
Subject to discharge

State DWI/DUI Limit and Above
Subject to discharge

E. Non-Suspension Post-Accident Positive Test

An employee who is tested positive in a non-suspicion-based post-accident alcohol testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater:

First Non-Suspicion-Based Post Accident Positive Test - 0.02% BAC - 0.039% BAC - Thirty (30) calendar day suspension
0.04% BAC and higher
Subject to discharge.

F. Employee Refusal to Test

An employee's refusal to submit to any alcohol test will subject the employee to discharge.

Section A 2.13 Returns to Duty After a Positive Alcohol Test

Before returning to work the employee must have completed any recommended treatment determined by the SAP and taken a return to duty alcohol test, with a result of less than 0.02% BAC, and further be subject to at least SIX (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP.

Section A 2.14 Paid-for-Time - Testing

Employees subject to testing and selected by the random selection process for alcohol testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative:

A. Random Alcohol Tests

(1) Paid for all time at the collection site.

(2) Travel Time Payment

(i) for travel time one way if the collection site is reasonably en route between the employee's home and the public works garage and the employee is going to or from work or

(ii) for travel time both ways between the public works garage and the collection site, only if the collection site is not reasonably en route between the employee's home and the public works garage.

(3) Post Shift Payment

When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours or 9.5 hours, the employee is paid time and one-half for all time past the eight (8) hours or 9.5 hours.

(4) No Pre-Shift Testing

The Employer will not require an employee to go for alcohol testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.

(5) Use of Personal Vehicle Prohibited

During an employee's shift, an employee will not be required to use his/her personal vehicle from the public works garage to and from the collection site to take a random alcohol test.

B. Non-Suspicion-Based Post-Accident Testing

(1) Delayed Testing Payment

In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the eight (8) hour period), the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

(2) Immediate Testing Payment

When the Employer takes a driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driver to return to his/her home or to the public works garage in accordance with this Agreement.

Section A 2.15 Record Retention

The Employer shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur.

Each Employer or it agent is required to maintain the following records for two years:

A. Records of the inspection and maintenance of each EBT used in employee testing.

B. Documentation of the Employer's compliance with the Quality Assurance Program for each EBT it uses for alcohol testing; and

C. Records of the training and proficiency testing of each BAT used in employee testing.

The Employer must maintain for five years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

Section A 2.16 Special Grievance Procedure

The Grievance Procedure set forth in Parties' Collective Bargaining Agreement shall be used for alcohol/drug related disputes.

Section A 2.17 Non-Driver Testing Exemptions

Non-DOT and/or non-driving employees who are otherwise covered by the terms of this Agreement, shall only be subjected to drug and/or alcohol testing as provided in Part III of this Appendix, and shall are expressly excluded for any random, routine or situational testing.

PART III
NON-DOT/NON-DRIVING EMPLOYEE
DRUG/ALCOHOL TESTING

Section A 3.1 Statement of Policy

It is the policy of the Village that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty.

Section A 3.2 Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that a "non-DOT/non-driving employee" (hereinafter in this Part III, referred to as "employee(s)") is under the influence of alcohol or drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least two (non-bargaining unit) supervisory personnel, must observe their reasonable suspicions concerning the affected employee prior to any direction to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees except random testing of an individual employee as authorized in Section 8 below.

Drugs means illegal drugs which include any substance which an individual may not sell, use, possess or distribute under the laws of the State of Illinois or the federal government. The drugs covered under this definition are:

Amphetamines
Barbiturates
Benzodiazepines
Cannabinoids
Cocaine
Methadone
Methaqualone
Opiates
Phencyclidine Propoxyphene

Alcohol means beverages containing alcohol which, when consumed, can produce intoxication.

Possess means to have on one's person or personal effects.

Village property means any office, shop, parking lot or vehicle owned and operated by the Village.

Section A 3.4 Order to Submit to Testing

The Village will verbally provide the employee with the reasons for the suspicion prior to the order. The reasons will be reduced to writing within twenty-four (24) hours of the time the observations were made. A copy of this written observation shall be provided to the Union. Refusal to submit to such testing may subject employees to discipline up to and including discharge but

employees taking a test shall not be construed as having waived any objection or rights that they may have.

Section A 3.5 Tests to be Conducted

In conducting drug testing and/or alcohol testing authorized by this Agreement, the Village shall:

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

(b) insure that the laboratory or facility selected conforms to all NIDA standards;

(c) collect split samples in such a manner as to preserve the individual employees right to privacy, insure a high degree of security for the sample and its freedom from adulteration; however, employees may nonetheless be witnessed by medical personnel at a hospital facility to ensure that the employee does not attempt to compromise the accuracy of the test sample;

(d) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(e) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the tests and that the chain-of-custody for the transfer of such sample is confirmed by a neutral third party;

(f) require that the laboratory or hospital facility report to the Village that a urine or blood sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The Village shall take no adverse employment action against an employee whose test results are negative;

(g) In reporting a positive test result, the laboratory shall state the specific substances for which the test is positive and shall provide the quantitative results of the GC/MS confirmation test. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate. Should the results be reviewed by Medical Review Officers, they must be physicians trained in pharmacology.

For alcohol testing, the Village shall:

Regard test results showing an alcohol concentration as that currently established by the State of Illinois as being under the influence.

For drug testing the Village shall:

Regard as positive those tests based on the cut-off levels as those currently established by the United States Department of Health and Human Services.

The Village shall also provide each employee tested with a copy of all information and reports received by the Village in connection with testing and the results when the employee requests same. In addition, the Village shall insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result. Employees testing negative for drugs or alcohol shall be returned to work with no loss of pay, benefits or seniority.

Section A 3.6 Right to Contest

The Union and/or employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section A 3.7 Voluntary Requests for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem, other than the Village may require reassignment of employees with pay if they are then unfit for duty in their current assignments. The Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any other manner adverse to the employee's interests, except reassignment as described above.

Section A 3.8 Discipline

In the first instance that employees test positive on both the initial and confirmatory test for any other drug other than supported prescribed drugs or are found to be under the influence of alcohol, they shall be subject to immediate discipline including either suspension, referral to the E.A.P. or discharge. Discipline may, in some instances, include a combination of the foregoing.

Discipline less than discharge (as provided for in Section A 1.10, "reinstatement on a one-time lifetime basis") is conditional upon:

(a) the employee agreeing to appropriate treatment as determined by the physicians involved;

(b) the employee discontinues the abuse of drugs or alcohol;

(c) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;

(d) the employee agrees to submit to random testing during hours of work during the period of "aftercare" up to one (1) year's duration.

Employees are not allowed to voluntarily request the E.A.P. in lieu of discipline once tests have been ordered.

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second time for the presence of drugs or alcohol during the hours of work shall be subject to immediate discharge without appeal through the grievance procedure.

The foregoing shall not be construed as an obligation on the part of the village to retain an employee on active status through the period of rehabilitation if it is appropriately determined that the current use of alcohol or drugs prevents employees from performing their duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or take an unpaid leave-of-absence, pending treatment. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section A 3.9 Costs

The Village shall pay the full cost of all testing.

Section A 3.10 Notification

Any Employee subject to drug/alcohol testing shall be given a copy of this policy prior to being tested. The Union shall be advised when an employee is to be tested for drugs or alcohol if feasible.

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **November 30, 2022**
RE: **Memorandum of Understanding with Illinois State Police for Transmittal, Receiving and Storage of LEADS, NCIC and SOS Information and Data**

Per the recommendation of Police Chief Elijah Willis, I have enclosed the following document for your review, consideration and action at an upcoming Committee of the Whole Meeting and Village Board Meeting:

> A RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ILLINOIS STATE POLICE FOR TRANSMITTAL, RECEIVING AND STORAGE OF LEADS, NCIC AND SOS INFORMATION AND DATA, with the Memorandum of Understanding ("MOU") attached to the Resolution as Exhibit "A"

The enclosed draft Resolution ratifies the approval and execution of the MOU between the Maywood Police Department ("MPD") and the Illinois State Police ("ISP") for the transmittal, receiving and storage of LEADS, NCIC and SOS information and data.

Key Terms of the Memorandum of Understanding ("MOU"):

- Section 1. The MOU governs the transmitting, receiving and storage of information contained in Law Enforcement Agencies Data System ("LEADS"), National Crime Information Center ("NCIC") and the Secretary of State ("SOS").

- Section 2. The ISP maintains the LEADS system of records containing vehicle and license plate files that contain information relating to stolen vehicles or license plates and vehicles in association with records entered in the wanted and missing person files. The SOS maintains vehicle registration records and provides information relating to license plates that are suspended or revoked pursuant to violations of the law. The MPD has license plate screening technology that currently has the software capability of scanning license plates and searching a local database. The information and data sharing provides the MPD with current information from LEADS, NCIC and SOS files in order to compare scanned numbers against stolen license plates, vehicles, wanted or missing persons, and suspended or revoked license plates.

- Section 4. Establishes the scope of the files to be shared with the MPD by the ISP.

- Section 4(A). Establishes the responsibilities of the ISP, including how frequently the Illinois State Police will transmit files from LEADS, NCIC and SOS to the MPD.

- Section 4(B). Establishes the responsibilities of the MPD, including the use of the information and data for criminal justice purposes only; written confirmation with the signed MOU that the

license plate reader vendor representative completed a NCIC ORI as a criminal justice applicant fingerprint check and said fingerprint check is on file at the MPD; and providing the ISP with technical and administrative points of contact with the MPD.

- Section 5. There are no reimbursable expenses associated with the level of support established by the MOU and each party funds its own activities.

- Section 6. Establishes the scope of shared information.

- Section 9. The MOU may be amended or terminated by the mutual written consent of the parties, and either party may terminate the MOU upon 30 days advanced written notice.

If there are any questions, please contact me.

Mike

Enclosures

cc. Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Elijah Willis, Chief of Police (w/ encls.)
Theodore Yancy, Acting Chief of Police (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2022-___

A RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ILLINOIS STATE POLICE FOR TRANSMITTAL, RECEIVING AND STORAGE OF LEADS, NCIC AND SOS INFORMATION AND DATA

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village of Maywood ("Village") and the Illinois State Police have jointly determined that it is in the best interests of the Village and its residents for the Maywood Police Department and the Illinois State Police to agree on the transmittal, receiving and storage of Law Enforcement Agencies Data System ("LEADS"), National Crime Information Center ("NCIC") and Secretary of State ("SOS") information and data between the two agencies; and

WHEREAS, the Village Board and the Illinois State Police desire to enter into a Memorandum of Understanding ("MOU") relative to the performance of the transmittal, receiving and storage of LEADS, NCIC and SOS information and data between the two agencies. The MOU contains all of the terms, conditions and obligations that the parties will be responsible for as part of their participation in the MOU. A copy of the MOU is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Maywood have the authority to ratify the approval and execution of the attached MOU by Maywood Police Chief Elijah Willis, and find that entering into the MOU is in the best interests of the Village, its residents, business owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood ratify the approval and execution of the MOU by Maywood Police Chief Elijah Willis, attached hereto as **Exhibit "A"** and made a part hereof. Further, the Board of Trustees of the Village authorize and direct the Village President, the Police Chief and the Village Attorney, or their designees, to execute the MOU and to execute and deliver all other instruments and documents to the Illinois State Police that are necessary to fulfill the Village's obligations under the MOU.

SECTION 3: This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 6th day of December, 2022 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

[SEAL]

Exhibit "A"

MEMORANDUM OF UNDERSTANDING
BETWEEN THE ILLINOIS STATE POLICE AND THE MAYWOOD POLICE DEPARTMENT (IL)
FOR TRANSMITTAL, RECEIVING AND STORAGE
OF LEADS, NCIC AND SOS INFORMATION AND DATA

(attached)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ILLINOIS STATE POLICE
AND

Criminal Justice Agency Name: Maywood Police Department (IL)

(participating agency)

1) PURPOSE: The purpose of this Memorandum of Understanding (MOU) between the Illinois State Police (ISP) and the Participating Agency referred to as the "parties", is to memorialize the parties' understandings regarding the transmitting, receiving, and storage of information contained in LEADS, National Crime Information Center (NCIC) and Secretary of State (SOS).

2) BACKGROUND: The ISP maintains the LEADS system of records containing multiple files; Vehicle and License Plate files that contain information relating to stolen vehicles or license plates and vehicles in association with records entered in the Wanted and Missing Person files. Additionally, the SOS maintains the vehicle registration records and provides information relating to license plates that are suspended or revoked pursuant to violations of the law.

   The Participating Agency instituted state-of-the-art license plate screening technology from mobile and fixed sites. Their vendors provide software and screening devices that have the capability of scanning license plates and searching a local database loaded into a patrol vehicle computer or other location controlled by the agency. Consequently, the Participating Agency has requested relatively current Computerized Hot File (CHF) information from the LEADS and NCIC, and SOS files in order to compare scanned numbers against stolen license plates, vehicles, wanted or missing persons, and suspended or revoked license plates.

3) AUTHORITY: The ISP enters into this MOU under the authority provided by the Illinois Administrative Code, Title 20 - Part 1240 - LEADS.

4) SCOPE: This MOU applies to: 1) the ISP's transmission of information from the LEADS and NCIC Vehicle and License Plate files; 2) the ISPs' transmission of vehicle information from the LEADS and NCIC Wanted and Missing Person files (if the license plate or VIN is part of the record); and 3) the ISP's transmission of suspended and revoked license plate information from the Illinois SOS.

   A. The ISP will:

      1. Provide the Participating Agency and/or its CJIS Security Policy compliant vendor with extracts from the LEADS/NCIC Vehicle and License Plate Files, vehicle information in the LEADS/NCIC Wanted and Missing Person files, and SOS suspended and revoked license plate information.
      2. Provide updated extract information on a mutually agreed to frequency.
         LEADS twice a day, 7 days a week
         NCIC once a day, 7 days a week
         SOS once a day, Monday – Friday
      3. Respond to specific inquiries from the Participating Agency; and

4. Provide the Participating Agency with the name and telephone number of a technical and an administrative point of contact. **ISP LEADS Administration, Charles Caudill, (217) 557-9979, Fax (217) 524-2498, charles.caudill2@illinois.gov**

B. The Participating Agency and its CJIS Security Policy compliant vendor will:

1. Use the LEADS/NCIC/SOS extracts for criminal justice purposes only;
2. Comply with all other LEADS and NCIC policies and procedures regarding security, access and dissemination;
3. Provide the name and address(es) of vendor(s) involved:

Name(s): Denise Rigdon

Address: 500 W Monroe St, Chicago, IL 60661

Phone: _____ Email: denise.rigdon1@motorolasolutions.com

Vendor Representative Name(s): _____

4. The license plate reader (LPR) vendor representative(s) must have a state of residence and national fingerprint-based background check conducted using the criminal justice agency's NCIC ORI as a criminal justice applicant fingerprint check. ***Please provide written confirmation along with this signed MOU confirming fingerprint check conducted and on file at your agency***.

NOTE: *If fingerprints have been submitted previously by another criminal justice agency, the confirmation response from the state Repository/FBI can be shared with multiple criminal justice agencies and will not require each agency to submit fingerprints each time the vendor contracts with a new agency. However, each agency is responsible for maintaining the fingerprint confirmation response on file at their agency for auditing purposes and provide a copy to ISP by attaching to this MOU.*

5. Update its local database as ISP updates become available, ensuring that those numbers deleted from the LEADS/NCIC/SOS systems are also removed from all local databases;
6. Confirm extract CHF hits are still active in LEADS/NCIC at the earliest reasonable opportunity, in accordance with current LEADS hit confirmation policy and procedures;
7. Ensure the LEAD/NCIC/SOS data is not copied or stored for purposes other than the LPR process.
8. Provide the ISP with the contact information of a technical and administrative point of contacts at the Participating Agency (must be under the management control of the criminal justice agency Chief Administrator).

Technical Contact Name: Commander D. Diaz

Address: 125 S. 5th Ave. Maywood, IL 60153

Phone: (708) 243-2120 Fax: (708) 450-9487

Email: ddiaz@maywoodpolice-il.org

Administrative Contact Name: Commander D. Diaz

Address: 125 S. 5th Ave. Maywood, IL 60153

Phone: (708) 243-2120 Email: ddiaz@maywoodpolice-il.org

5) FUNDING: There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures will be subject to budgetary processes and availability of funds pursuant to applicable laws and regulations. The parties expressly acknowledge that this in no way implies that the State will appropriate funds for such expenditures.

6) DISCLOSURE AND USE OF INFORMATION: The exchange of information will be limited to extracts from the LEADS/NCIC Vehicle and License Plate files, vehicle information in the LEADS/NCIC Wanted and Missing Person files, and SOS vehicle registration suspended/revoked file.

7) SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to any other person or entity for settlement.

8) SECURITY: It is the intent of the parties that the transfer of information described under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU.

9) AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:

   A. All activities of the parties under this MOU will be carried out in accordance to the above-described provisions.

   B. This MOU may be amended or terminated by the mutual written consent of the parties' authorized representatives.

   C. Either party may terminate this MOU upon 30 days written notification to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

      1. The parties will continue participation, financial or otherwise, up to the effective date of termination.
      2. Each party will pay the cost it incurs as a result of termination.
      3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU or within the time period dictated by any controlling retention schedule established pursuant to the provisions of the State Records Act (5 ILCS 160/1 *et seq.*)

10) This MOU, which consists of ten sections, will enter into effect upon signature of both parties, will be reviewed annually to determine whether amendments are needed, and will remain in effect until terminated. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the State of Illinois, or the officers, employees, agents, or other associated personnel thereof.

The foregoing represents the understandings reached between the ISP and the Participating Agency.

FOR THE ILLINOIS STATE POLICE

B F Kelly
Signature – Director Brendan F. Kelly

10/11/2022
Date

FOR THE PARTICIPATING CRIMINAL JUSTICE AGENCY

#220
Signature – (Must be Criminal Justice Administrator)

10/4/2022
Date

Please print name: Chief Elijah Willis

Title: Chief of Police

Criminal Justice Agency *NCIC ORI:* IL 0166700

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-2022-___

A RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ILLINOIS STATE POLICE FOR TRANSMITTAL, RECEIVING AND STORAGE OF LEADS, NCIC AND SOS INFORMATION AND DATA

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 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 6th day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

Sutphen **Component Report** **Dealership: Legacy Fire Apparatus_12 (Wilson)**	**HS- Maywood Fire, Program 2 Pumper** **Order#: SQB015383_1** **Contact:** **Position:** **Phone:** **Mobile:** **Email:**

Bill To	Ship To
Customer: Maywood Fire **Contact: ,** **Address:** **,**	**Customer: Same as Bill-to** **Contact: ,** **Address:** **,**

Comments
Project Coordinator: **Sales Person:** **Revision Level:** **Truck Type:** **Body Facility:**

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1		1	**ENG Cab Latch Orientation Orient officer's side cab latch pin towards the frame rail when a front suction is provided.
2		1	**ENG Facility = Pennsylvania
3		1	**ENG Truck Series = Program 2
4		1	**ENG Electrical System = Point-to-Point
5		1	**ENG Cooperative Purchasing =HGAC
6	10000215	1	STD WIRING SCHEMATIC
7	10310100	1	CHASSIS
CHASSIS			
8	10010001	1	CHASSIS, CUSTOM
9	10295140	1	~CHASSIS SURCHARGE
10	51010105	1	WHEELBASE = 174.75
11		1	**ENG PTA Number = TBD

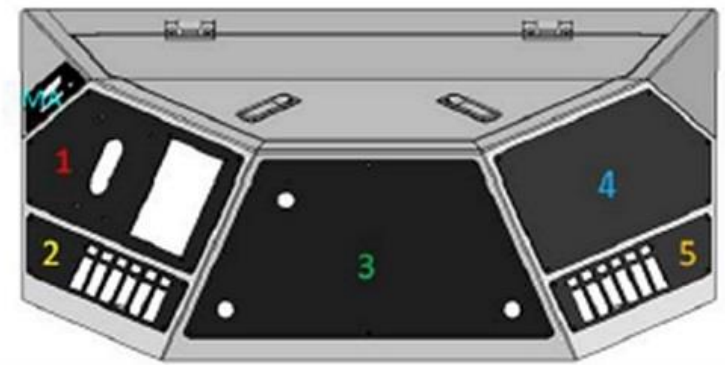
Line	Item #	Qty	Item Description/Comments
12	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)
13	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
14	46010000	1	REAR TOW EYES, PAINTED
15	40010250	1	STEERING - ROSS TAS-85
16	22010000	1	DRIVE LINE, SPICER, 1710 SERIES
17	23014130	1	ENGINE, CUMMINS L 9 450HP DOC-DPF-DEF-SCR OBD
18	23029100	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9
19	23029300	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9
20	23030006	1	AIR INTAKE/EMBER SEPARATOR
21	23031173	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD, FS1098
22	23031210	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF63009
23	47012430	1	TRANSMISSION, ALLISON GEN 5, EVS3000
24	23110005	1	JACOBS ENGINE BRAKE FOR CUMMINS L ENGINES
25	47024050	1	TRANSMISSION COOLER
26	47030000	1	ALLISON TOUCH PAD SHIFTER
27		1	**ENG Shifter Pad Gearing = 5 Gears open, 6th Gear via Mode Button.
28	21021200	1	COOLING SYSTEM
29	21030195	1	COOLANT FILTER
30	21030000	1	FAN CLUTCH
31	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
32	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL
33	26030000	1	FUEL FILL
34	26030100	1	FUEL COOLER

Line	Item #	Qty	Item Description/Comments
35	24040000	1	DIESEL EXHAUST FLUID TANK
36	13010205	1	ALTERNATOR, LEECE NEVILLE 320 AMP 4915PA
37	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
38	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
39	15031700	1	BATTERY JUMPER TERMINALS
40	15031577	1	BATTERY CHARGER, IOTA DLS-45
41		1	**ENG Battery Charger Note: Body Facility to provide/install battery charger & Auto Eject (if applicable)
42	15030420	1	120V SHORELINE INLET, MANUAL, KUSSMAUL WPR-1-XX
43	14022100	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 18,000 LB.
44	41022100	1	FRONT SUSPENSION, HENDRICKSON 18,000 LBS. (3) 56" LEAFS
45	41040500	1	STEER ASSIST, NOT PROVIDED
46	43010300	1	FRONT TIRES, GOODYEAR 315/80R22.5 LRL G291 HWY 22.5 X 9 WHEELS
47	14510520	1	REAR AXLE, MERITOR RS-24-160 24,000 LB.
48	14530100	1	TOP SPEED, 68 MPH
49	42010010	1	REAR SUSPENSION, FIREMAAX 24,000 LBS. AIR RIDE
50	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
51	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
52	44210000	1	WHEELS, STEEL (max 27K rear)
53		1	**ENG Color of Steel Wheels = body
54	44230210	1	BALANCE STEEL WHEELS, SINGLE AXLE
55	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
56	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
57	44271100	1	MUD FLAPS, FRONT (PAIR)

Line	Item #	Qty	Item Description/Comments
58	44271200	1	MUD FLAPS, REAR (PAIR)
59	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
60	16010255	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 7" REAR (SINGLE AXLE)
61	18010041	1	AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER (24K, 27K)
62	18030140	1	AIR INLET CONNECTION
63		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
64	18220500	1	NO ELEC STABILITY CONTROL SYS
65	18110000	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES (24K, 27K)
66	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
67	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
68	10310110	1	CAB
			CAB
69	11023292	1	CAB TSAL4K 62" 10" RR 1/2
70	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
71	11030950	1	CAB LOCKDOWN LATCHES
72	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
73	11031100	1	MANUAL BACK-UP TILT SYSTEM
74	11031350	1	CAB DOORS, FULL LENGTH (4)
75	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
76	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
77	11031419	1	CAB DOOR WINDOWS, MANUAL (4)
78	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
79	11031460	1	NO WINDOWS, BACK WALL OF CAB

Line	Item #	Qty	Item Description/Comments
80	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
81	52010010	1	ELECTRIC INTERMITTENT WIPERS
82	52030200	1	WINDSHIELD WASHER RESERVOIR
83	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE
84	11024425	1	UPPER GRILLE, AMERICAN FLAG TUBULAR STYLE FACADE (L9)
85	11024500	1	FLAMING “S” LOGO, UPPER GRILLE, REFLECTIVE RED
86	11024602	1	LOWER GRILLE, POLISHED STAINLESS, FOR TUBULAR GRILLE (L9)
87	20012220	1	BUMPER, 24" FORMED STEEL CHANNEL, PAINTED
88		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
89	20029810	1	BUMPER SIDES, PAINTED STEEL, FLAT (12"-24" EXTENSION)
90	20029910	1	BUMPER ANGLES, PAINTED STEEL, FLAT (12-30" EXTENSION)
91	20040200	1	STORAGE WELL, CENTER ONLY (24" BUMPER)
92	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
93	20042140	1	PROTECTIVE BUMPER COATING, RAPTOR, TOP EDGE OF FRONT BUMPER
94	12010400	1	AIR HORNS, DUAL, HADLEY H00978 RECTANGULAR, BEHIND PERFORATION
95	12030010	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (L9 STYLE)
96	12030350	1	LANYARD CONTROL FOR AIR HORNS
97	12510200	1	ELEC SIREN, FEDERAL SIGNAL PA-300
98	12620100	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A
99	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
100	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
101		1	**ENG Q2B Wiring = Wired to Emergency Master then shed with parking brake on.
102	12730205	1	MECH SIREN WIRED TO STEERING WHEEL BUTTON

Line	Item #	Qty	Item Description/Comments
103	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN
104	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
105		1	**ENG Siren Brake Switch for Driver in Lower Console Position 2.
106		1	**ENG Siren Brake Switch for Officer in Lower Console Position 5.
107	30031675	1	DO NOT MOVE DISENGAGE BUTTON
108	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS
109	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)
110	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE
111	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
112	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
113	27030100	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) ONLY
114	11035422	1	DIAMONDPLATE CAB ROOF 56" x FULL WIDTH
115	31010250	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/BLACK EMBOSSED FRP BOARD
116	11032929	1	DOOR PANEL, FULL STS
117	11032958	1	REFLECTIVE MATL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE
118	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
119	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
120	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
121	11031670	1	TOOL MOUNTING PLATE, TOP OF ENGINE ENCLOSURE, NOT PROVIDED
122	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
123	22610050	1	ENGINE HOOD LIGHT, LED (1)
124	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX
125	11031702	1	UPPER CREW DOOR AREA, GLOVE BOX HOLDERS (FLAT BACK)

Line	Item #	Qty	Item Description/Comments
126	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
127	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			Upper Command Console: 
128		1	**ENG Overhead Console Position 3 -HVAC controls.
129		1	**ENG Overhead Console Position 4 -Chassis indicators. -Seat belt monitor. -Air horns lanyard control.
130	30010500	1	LOWER COMMAND CONSOLE, L9 & X12
			Lower Command Console (9L & 12L engines): 
131	30010610	1	CAB PUMP SHIFTER, ELECTRIC W/YELLOW KNOB (FOR HALE G-SERIES / WATEROUS C20 PUMP TRANSMISSION)
132	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
133	30031612	1	DO NOT MOVE LIGHT, WHELEN LINZ6 LED
134		1	**ENG Door Ajar Light Location = Centered below upper command console.
135	30031650	1	DO NOT MOVE ALARM
136	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
137	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II

Line	Item #	Qty	Item Description/Comments
138	30031100	1	HIGH IDLE SWITCH
139	30031771	1	12V POWER POINT, (1)
140	30031802	1	12V DUAL PORT USB POWER POINTS, (2)
141	11040000	1	CAB ACCESSORY FUSE PANEL
142	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
143		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.
144	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
145	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
146	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
147	28010740	1	DEFROSTER, HEATER & A/C (TM-21)
148	28090003	1	HEAT TO FEET
149	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
150	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25” x 19.5”
151	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
152	38320000	1	HELMET STORED IN COMPARTMENT
153	39090015	1	OFFICER'S SEAT, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
154	39030020	1	OFFICER’S SEAT COMPT, FRONT DOOR
155	38320000	1	HELMET STORED IN COMPARTMENT
156	39521111	1	CREW SEAT 1, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
157	38320000	1	HELMET STORED IN COMPARTMENT
158	39521112	1	CREW SEAT 2, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
159	38320000	1	HELMET STORED IN COMPARTMENT

Line	Item #	Qty	Item Description/Comments
160	11031828	1	EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER (RAISED ROOF)
161	11032210	1	INTERIOR ACCESS, BLACK WEBBING
162	11032311	1	ADJUSTABLE SHELF, EMS COMPT (1)
163	39521412	1	CREW SEAT 5, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
164	38320000	1	HELMET STORED IN COMPARTMENT
165	39588888	1	SPECIAL ITEM, Crew seat 6 same as 5
166	39550200	1	SEAT COLOR, BLACK
167	39610115	4	SCBA BRACKETS, IMMI SMART DOCK (4)
168	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
169	39710050	1	TRIPLE CREW SEAT COMPT, HINGED DOORS
170	11031740	1	OVERHEAD STORAGE, FRONT OF 10" RR W/NET
171	84561310	1	CAMERA SYSTEM, BRIGADE, SINGLE CAMERA (WIRED)
172	10310200	1	PUMP & PLUMBING
			PUMP & PLUMBING
173	60090000	1	PUMP, HALE QMAX-1500 GPM SINGLE STAGE
174	10295230	1	~PUMP SURCHARGE
175	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
176	60025950	1	PUMP GEARBOX YOKE, 1710
177	60026000	1	PUMP PACKING, HALE
178	60035123	1	PUMP TEST, THIRD PARTY TESTING
179	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
180	62010002	1	STAINLESS STEEL PIPING
181	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE

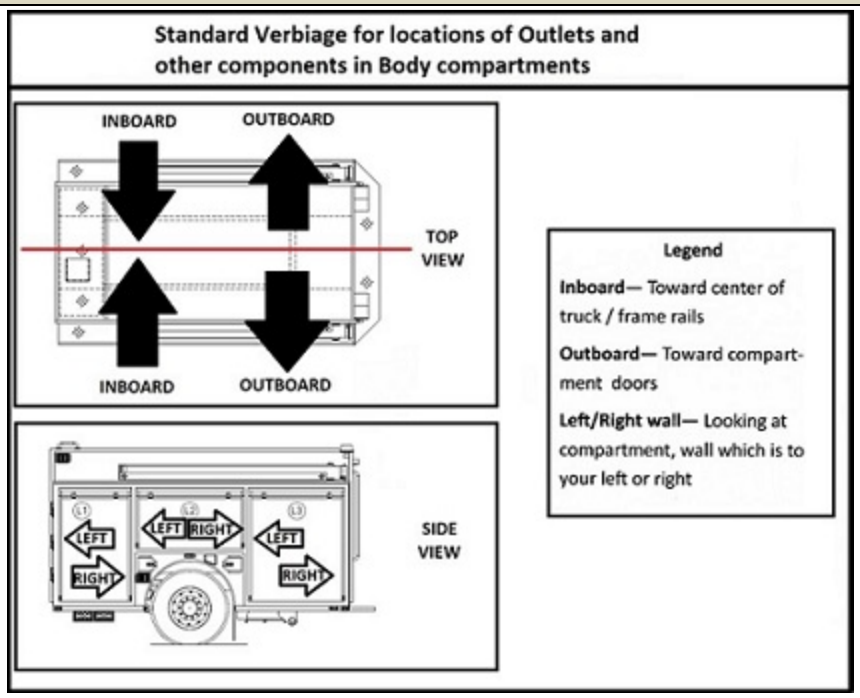
Line	Item #	Qty	Item Description/Comments
182	61729120	1	VALVE, AKRON, HEAVY DUTY
183	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
184	73090001	1	TANK FILL 2"
185	61729120	1	VALVE, AKRON, HEAVY DUTY
186	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
187	61090009	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS
188	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
189	63021500	1	6" MAIN SUCTION, LEFT SIDE
190	65090000	1	2.5" LEFT SIDE INLET
191	61729120	1	VALVE, AKRON, HEAVY DUTY
192	61770905	1	ACTUATOR, VALVE, SWING CONTROL
193	60036010	1	THREADS, NST
194	63025500	1	6" MAIN SUCTION, RIGHT SIDE
195	64090000	1	2.5" RIGHT SIDE INLET
196	61729120	1	VALVE, AKRON, HEAVY DUTY
197	61770905	1	ACTUATOR, VALVE, SWING CONTROL
198	60036010	1	THREADS, NST
199	65550910	1	5" FRONT SUCTION, TOP
200	63090002	1	HALE MASTER INTAKE VALVE, ELEC (FRONT SUCTION)
201	63060100	1	RELIEF VALVE FOR MIV
202	65552120	1	SWIVEL, 5" NPT X 6" NST
203	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
204	61729120	1	VALVE, AKRON, HEAVY DUTY

Line	Item #	Qty	Item Description/Comments
205	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
206	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
207	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
208	60036010	1	THREADS, NST
209	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
210	61729120	1	VALVE, AKRON, HEAVY DUTY
211	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
212	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
213	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
214	60036010	1	THREADS, NST
215	71025905	1	3" DISCHARGE, RIGHT - POSITION 3
216	61729160	1	VALVE, AKRON, SLOW CLOSE
217	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
218	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
219	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
220	60036010	1	THREADS, NST
221	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
222	61729120	1	VALVE, AKRON, HEAVY DUTY
223	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
224	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
225	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
226	60036010	1	THREADS, NST
227	71890000	1	DISCHARGE 2.5" RIGHT REAR

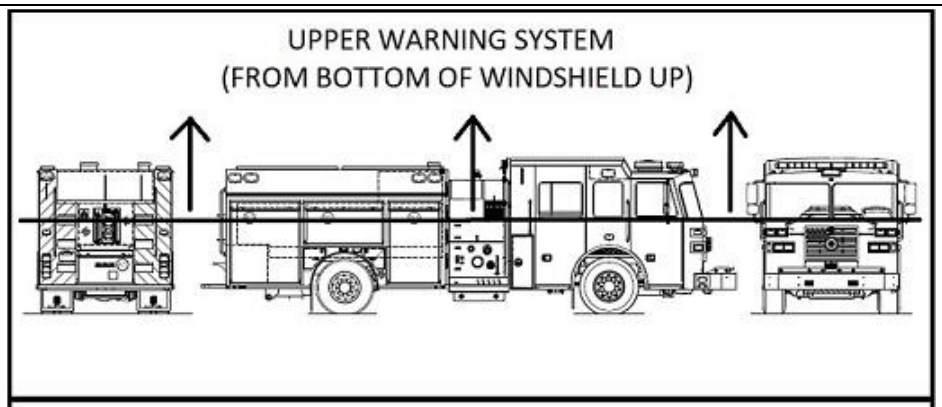
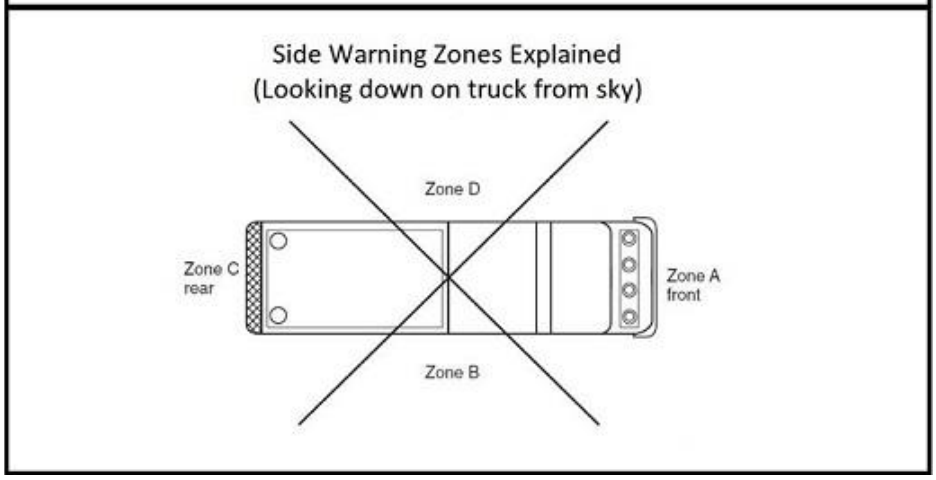
Line	Item #	Qty	Item Description/Comments
228	61729120	1	VALVE, AKRON, HEAVY DUTY
229	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
230	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
231	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
232	60036010	1	THREADS, NST
233	71888888	1	SPECIAL ITEM, 2nd rear discharge
234		1	**CLAR NOTES, place on left side of body under the left hosebed.
235	72590002	1	DECK GUN DISCHARGE 3"
236	61729160	1	VALVE, AKRON, SLOW CLOSE
237	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
238	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
239	72570100	1	DECK GUN TERMINATION, THREADED
240	72555845	1	MONITOR, TFT XFC-42 CROSSFIRE W/SAFETY FLOW W/QUAD STACK TIPS & STREAM SHAPER
241	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL
242	72890000	1	CROSSLAYS, TWO 2" W/1.5" SWIVEL
243	61729120	2	VALVE, AKRON, HEAVY DUTY (2)
244	61770900	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (2)
245	77090000	2	GAUGE, DISCH, CLASS 1 2.5" (2)
246	60036010	2	THREADS, NST (2)
247	72910505	1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS
248	72932230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
249		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.
250	84090002	1	BOOSTER REEL, LOW PRESSURE, W/200' OF 1" HOSE & NOZZLE, MTD IN REAR COMPT

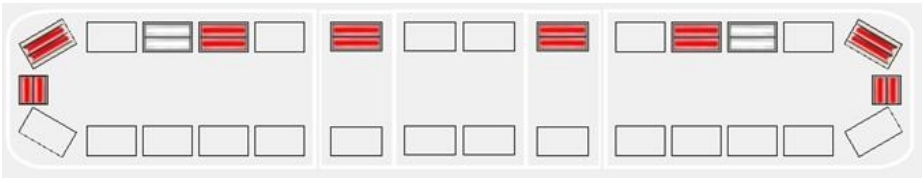
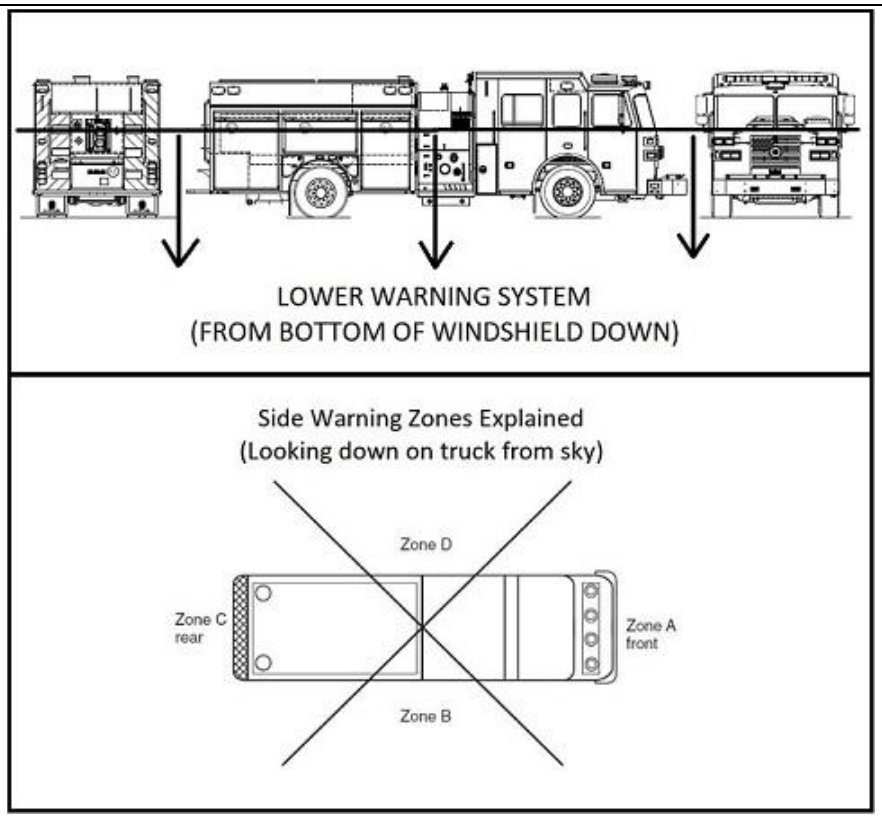
Line	Item #	Qty	Item Description/Comments
251	84030000	1	AIR BLOW OUT VALVE FOR BOOSTER REEL
252	61729120	1	VALVE, AKRON, HEAVY DUTY
253	61770930	1	ACTUATOR, VALVE, AIR, W/ TOGGLE SWITCH
254	60036010	1	THREADS, NST
255	80488888	1	SPECIAL ITEM, 2nd booster, dunnage mounted
256		1	**CLAR NOTES, Booster reel needs to be 200' to match A1
257	61742000	1	MASTER PUMP DRAIN, MULTIPORT
258	61790510	10	DRAIN VALVES, HALE, LIFT-UP (10)
259	10310220	1	PUMP PANEL
			PUMP PANEL
260	74914110	1	PRG SM1 - SIDE MOUNT PUMP PANEL (CROSSLAYS)
261	74928100	1	PUMP MODULE LENGTH, 44"
262	74929110	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT
263	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)
264	74931055	1	COLOR CODING (PRG)
265	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
266	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
267	74931590	1	PLUMBING FINISH, NON-PAINTED
268		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
269	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS
270	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
271	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
272	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)

Line	Item #	Qty	Item Description/Comments
273	60090030	1	PUMP PRIMER, TRIDENT, AIR
274	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
275	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
276	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
277	77590000	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4
278	10310230	1	WATER TANK
WATER TANK			
279	83525200	1	WATER TANK BRAND, UPF
280	83590003	1	WATER TANK, 500 GAL, POLY
281	10310300	1	BODY
BODY			
282	80029900	1	BODY SUBFRAME, PUMPER/TANKER
283	80190100	1	BODY S1 - ALUM 31/53 RIGHT LOW (BRACKETS/ELEC RACK)
284	10295340	1	~BODY SURCHARGE
285	10310302	1	BODY COMPARTMENTS
BODY COMPARTMENTS			

Line	Item #	Qty	Item Description/Comments
			
286	81130200	2	ADJUSTABLE SHELF [L1] (2)
287	81140100	1	FIXED VERTICAL DIVIDER [L1] (1)
288	81150000	1	250# ADJUSTABLE VERTICAL SLIDE-OUT PANEL [L1] (1)
289	81150050	1	250# ADJUSTABLE SWING-OUT TOOL BOARD [L2] (1)
290	81130200	2	ADJUSTABLE SHELF [L3] (2)
291	81150305	1	600# SLIDE-MASTER TRAY, 100% SLIDEOUT [L3] (1)
292	81130200	1	ADJUSTABLE SHELF [R1] (1)
293	81130200	1	ADJUSTABLE SHELF [R3] (1)
294	81165705	1	UNISTRUT TRACK IN COMPTS
295	80290023	1	COMPT DOORS, AMDOR ROLL-UP, SATIN FINISH
296	80230600	1	DOOR SILL PROTECTION, BODY COMPTS, PROTEC, CLEAR FILM
297	80225100	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH
298	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT PROVIDED
299	80230350	1	COMPT INTERIOR FINISH, DA

Line	Item #	Qty	Item Description/Comments
300	84531215	1	COMPT LIGHTING, TECNIQ LED E44 LIGHT STRIPS, 2 PER COMPT
301	10310305	1	BODY EXTERIOR
			BODY EXTERIOR
302	81390000	1	HOSEBED, REMOVABLE ALUM FLOORING
303	81330100	1	STANDARD HOSEBED HEIGHT
304	81410000	1	COVER, VINYL, MAIN HOSE BED
305	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
306		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.
307	81330302	1	HOSE BED DIVIDERS, ADJ (2)
308	81910100	1	HANDRAILS, KNURLED STS
309	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT
310	82390005	1	STEPS, REAR BODY (IC FOLD DOWN W/LIGHT)
311	82510000	1	RUB RAILS, ANODIZED ALUM
312	83089500	1	ALUMINUM TREADPLATE (PRG2)
313	83030315	1	REAR STEP/TAILBOARD CORNERS, 45 DEGREE
314	80290003	1	7 SCBA CYLINDER COMPTS (RIGHT FENDER)
315	80290310	7	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (7)
316	88520300	1	DELETE 6" SUCTION HOSE
317	88540550	1	DELETE STD SUCTION HOSE MTG
318	88550300	1	STRAINER NOT PROVIDED
319	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
320	89010000	1	DUO-SAFETY 900A 24'2-SEC & 775A 14' ROOF & 10' FOLDING
321	89590000	1	LADDER MOUNTING BRACKETS, W/CHROME PLATED HANDLES

Line	Item #	Qty	Item Description/Comments
322	10310310	1	ELECTRICAL
			ELECTRICAL
323	84550199	1	LICENSE PLATE BRACKET - NOT PROVIDED
324	84511100	1	BODY ELECTRICAL DESCRIPTION
325	84520000	1	BACK UP ALARM, ECCO SA917
326	85010420	1	TAILLIGHTS, WHELEN M6 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
327	85110100	1	ICC LIGHTS, LED
328	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
329	85710050	1	UNDERCARRIAGE GROUND LIGHTS, AMDOR LUMABAR H20 LED
330	86520200	1	REAR WORK LIGHTS, (2) RIGID D2 DIFFUSION FLOOD, LED
331	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)
			 
332	86610110	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 10 MODULES

Line	Item #	Qty	Item Description/Comments
			
333	86920110	1	UPPER ZONE A LIGHTBAR, SPECIAL CONFIGURATION
334	86910110	1	OPTICOM, INSTALLED IN LIGHT BAR, GTT 795H LED (FOR WHELEN LIGHTBAR)
335	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
336	86710120	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, MCFLED2* (PAIR)
337	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
338	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)
			
339	87110210	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6* (QTY 4)
340	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
341		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.

Line	Item #	Qty	Item Description/Comments
342	87210200	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES LED, TLI* (QTY 1)
343	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
344		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
345	87310200	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN M6 LED, M6* (QTY 2)
346	87410200	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES TLI* (QTY 1)
347	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
348		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
349	87588888	1	SPECIAL ITEM, Mars 888
350		1	**CLAR NOTES, A pedestal mounted LED 888 light shall be mounted below the windshield
351	88390900	1	SCENE LIGHT, FRC SPECTRA 15K, 12V LED, BROW (1)
352	86537816	3	SCENE LIGHTS, WHELEN M9 LED, SURFACE MOUNT (PAIR) (3)
353		1	**ENG Light Mounting Location & Switching = sides of cab, sides of body, rear of body
354	10310410	1	PAINT & FINISH
			PAINT & FINISH
355	90010020	1	PAINT SCHEME
356	90030004	1	PAINT, SINGLE TONE
357		1	**ENG Single Tone Paint Color = Red.
358	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
359	90030190	1	TEXTURED FRAME RAIL COATING
360	90510030	1	8" LETTERING, 22K UP TO 40
361	90530305	1	BASIC 22KT GOLD FIRE DEPT EMBLEMS (Pair)

Line	Item #	Qty	Item Description/Comments
362	90530355	1	MALTESE CROSS LAMINATED 22KT GOLD (Pair)
363	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK
364	90630500	1	ONE PIECE "Z" STRIPE (UNDER 11-3/4")
365	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (2)
366	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
367	10310420	1	EQUIPMENT
			EQUIPMENT
368	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
369	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
370	10310600	1	COMPLETION & WARRANTY
			COMPLETION & WARRANTY
371	99010000	1	MANUALS (1-PRINTED & 1-USB) WITH DVD
372	99031195	1	DEALER DELIVERY
373	99520110	1	WARRANTY, ONE YEAR
374	99521100	1	WARRANTY, FRAME, LIFETIME
375	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
376	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
377	99521400	1	WARRANTY, PAINT, 10 YR.
378	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
379	10310500	1	DEALER SUPPLIED
			DEALER SUPPLIED
380	PDB000219	1	DEALER SUPPLIED - OTHER - travel
381	PDB000219	1	DEALER SUPPLIED - OTHER - final torque
382	PDB000219	1	DEALER SUPPLIED - OTHER - precon in Ohio

Line	Item #	Qty	Item Description/Comments
383		**1**	**COOPERATIVE PURCHASING AGENCY FEES**

PURCHASE AGREEMENT

FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this 6th day of December, 2022 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the Village of Maywood of Maywood, IL, hereinafter called "PURCHASER",

WITNESSETH:

1. PURCHASE: Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.

2. PAYMENT: Purchaser agrees to pay for said apparatus and equipment the total purchase price of Six Hundred and Twenty Four Thousand, Seven Hundred and Seventy Nine Dollars and twenty-eight cents. ($624,779.28) payable in full upon delivery.

3. DELIVERY: The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at Maywood Fire Department within 26-28 months approximately after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.

4. SUTPHEN WARRANTIES: Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.

5. TESTING SHORTAGES: The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.

6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser,

Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.

8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.

9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.

11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Illinois. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Cook County Circuit Court, Richard J. Daley Center, Chicago,Illinois, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By Ben Brown
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By _____

Title _____

Date _____

PURCHASER

THE Village of Maywood

By _____

Title _____

Date 12-6-2022

By _____

Title _____

Date _____

Village of
MAYWOOD
FIRE DEPARTMENT
700 ST. CHARLES ROAD, MAYWOOD, ILLINOIS 60153 • 708-681-8861 • FAX 708-681-8840
FIRE CHIEF - CRAIG BRONAUGH, JR.

December 2, 2022

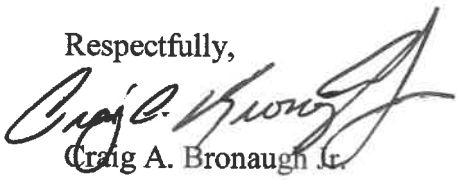
Village of Maywood
Community Policing and Public Safety Committee
125 South Fifth Avenue
Elgin, Illinois 60124

New Fire Engine for the Maywood Fire Department

Please allow this letter to serve as a formal request to the Maywood Village to secure a contract with Legacy Fire Apparatus (of Shorewood, Illinois) for the purpose of building and delivering a new fire engine to the Maywood Fire Department.

The new engine would replace one of the oldest vehicles in the Fire Department's Fleet. The engine to be replaced was built and delivered in year 1997, have experienced significant wear and tear on the motor, transmission and structural frame of the vehicle, undergone numerous pump replacements, and is not equipped with the current safety standards and rollover protection. The Fire Engine compliments our Aerial Ladder Truck in Fireground Operations by providing fire suppression (essentially using hoselines to extinguish the fire using water supply from fire hydrants). Efforts to secure funding (such as the FEMA Assistants to Firefighters Grant Fund multiple times) did not work because this engine did not meet the grant fund's criteria (our truck was not old enough and was therefore less prioritized because other vehicles across the country did not have full cab enclosure; our vehicle does have cab enclosure). With the delivery time being 18-22 months, if a contract is secured prior to Mid-December 2022, this would allow the Fire Department to secure a contract with the current pricing being locked in (pricing is expected to increase significantly soon) and also allowing time for the Fire Department to seek current and new opportunities to secure funding for the new fire engines (again such as the FEMA Assistance to Firefighters Grant, the Ground Emergency Medical Transport Funding and the HH Cares Act Fund to name just a few). $275,000.00 currently allocated towards the cost of a new engine in this current fiscal year along with setting aside the remainder of the cost of the vehicle over the next two fiscal years (securing these monies in a separate fund) will assist in paying for the construction and delivery of this vehicle for the Fire Department. Thank you in advance for consideration. Any feedback going towards the direction in meeting this objective is certainly welcomed.

Respectfully,



Craig A. Bronaugh Jr.
Fire Chief

C C: Offices of the Village Manager / Finance Director / Fire Captains

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

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MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik, Village Attorney**
DATE: **November 30, 2022**
RE: **Extension of Employment Arrangement for Interim Village Manager James Krischke**

I have prepared the following documents for your review, consideration and action at the December 6, 2022 Combined Committee of the Whole / Special Village Board Meeting:

> RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN UPDATED EXHIBIT "A" TO EMPLOYEE LEASING AGREEMENT FOR INTERIM VILLAGE MANAGER WITH GOVTEMPSUSA, LLC FOR AN EXTENDED SIX-MONTH TERM (DECEMBER 31, 2022 TO JUNE 30, 2023), WITH OPTION FOR BI-WEEKLY TERM EXTENSIONS THROUGH DECEMBER 31, 2023 AND AN INCREASE IN BASE WEEKLY COMPENSATION (James Krischke), with a copy of the Updated Exhibit "A" to the Agreement attached to the Resolution as Exhibit "1"

At the November 1, 2022 Closed Meeting, the Village Board members agreed to continue with the employment of Interim Village Manager Jim Krischke while the Village Board conducts a job search for a permanent full-time Village Manager. The Village Board asked Interim Village Manager Jim Krischke and Village Attorney Mike Jurusik to determine the employment arrangement going forward: (1) extend the term and continue with the EMPLOYEE LEASING AGREEMENT FOR INTERIM VILLAGE MANAGER WITH GOVTEMPSUSA, LLC (James Krischke) (the "Employee Leasing Agreement"); or (2) hire Interim Village Manager Jim Krischke as a full-time Village employee under an employment agreement and pay him a salary and employment benefits. Interim Village Manager Jim Krischke has proposed extending the Employee Leasing Agreement.

Under the Employee Leasing Agreement, GOVTEMPSUSA, LLC ("GovTemps") is the employer of Interim Village Manager Krischke (the "Assigned Employee") and pays him compensation and benefits. The key terms of the Employee Leasing Agreement, as modified by the Updated Exhibit "A" (see bolded text below), are as follows:

- Section 1.01 (Assigned Employee): The Assigned Employee can be replaced upon 24 hours written notice by the Village to GovTemps.
- Section 1.02 (Independent Contractor): The Assigned Employee is an independent contractor for the Village.
- Section 2.01 (Payment of Wages) and Section 2.03 (Employee Costs and Benefits): See Exhibit "A" to the Agreement. (Weekly Compensation: **$4,522.00;** 40 hours per week, unless the Village advises GovTemps of a reduced work week; **hourly rate: $113.05/per hour). The Village to provide ten (10) calendar days of paid leave (80 hours) in a "personal time off" bank for use by Mr. Krischke during the 2023 term of employment on a use it or lose it basis.**
- Section 2.06 (Direction and Control): The Village Board has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01.

- Section 3.01 (Fees): See Exhibit "A" to the Agreement.
- Section 3.03 (Payment Method): Invoice sent every 2 weeks by GovTemps to the Village for the fees owed under this Agreement. Payment due within 30 calendar days following receipt of such invoice. Penalties: (1) late payments will be subject to all applicable interest payments or service charges provided by state or local law; and (2) suspension of services upon written notice.
- **Section 5.01 (Term and Effective Date): See Exhibit "A" to the Agreement. (Term: December 31, 2022 through June 30, 2023 with an automatic extension on a bi-weekly basis up to December 29, 2023).**
- Section 5.04 (Termination of Convenience): Either Party may terminate the Agreement by providing 24 hours' written notice to the other Party.
- Section 5.05 (Termination of Agreement to execute Temp-to Hire Option): The Village may hire Assigned Employee at end of term of Agreement, provided it pays an amount equal to 2 weeks of the Assigned Employee's gross salary to GovTemps within 30 calendar days of hiring the Assigned Employee **($9,044.00).**

Note: The Employee Leasing Agreement provided for an initial term of temporary employment from July 20, 2022 to October 21, 2022, with an automatic extension on a bi-weekly basis through December 30, 2022. The Base Weekly Compensation payable under the Employee Leasing Agreement is $4,200.00 per week based on a 40-hour work week at a $105.00 per hour rate.

If there are any questions, please contact me.

Mike

Enclosures

RESOLUTION NO. R-2022-____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN UPDATED EXHIBIT "A" TO EMPLOYEE LEASING AGREEMENT FOR INTERIM VILLAGE MANAGER WITH GOVTEMPSUSA, LLC FOR AN EXTENDED SIX-MONTH TERM (DECEMBER 31, 2022 TO JUNE 30, 2023), WITH OPTION FOR BI-WEEKLY TERM EXTENSIONS THROUGH DECEMBER 31, 2023 AND AN INCREASE IN BASE WEEKLY COMPENSATION (James Krischke)

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board") desire to enter into the attached Updated Exhibit "A" to the EMPLOYEE LEASING AGREEMENT FOR INTERIM VILLAGE MANAGER WITH GOVTEMPSUSA, LLC ("Agreement") for purposes of having James Krischke continue to serve as the temporary Interim Village Manager, while the Village Board conducts a job search for a permanent full-time Village Manager, and to continue to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code. The Updated Exhibit "A" to the Agreement is attached hereto as **Exhibit "1"** and made a part hereof. The Agreement is on file with the Village Clerk's Office and is incorporated by reference into this Resolution; and

WHEREAS, the Agreement provided for an initial term of temporary employment from July 20, 2022 to October 21, 2022, with an automatic extension on a bi-weekly basis through December 30, 2022. The Base Weekly Compensation payable under the Agreement is $4,200.00 per week based on a 40-hour work week at a $105.00 per hour rate. Under the Updated Exhibit "A", the new employment term extends from December 31, 2022 through June 30, 2023, with an automatic extension on a bi-weekly basis through December 29, 2023. The Base Weekly Compensation payable under the Agreement is $4,522.00 per week based on a 40-hour work week at a $113.05 per hour rate. The Village also agrees to provide ten (10) calendar days of paid leave (80 hours) in a "personal time off" bank for use by Mr. Krischke during the 2023 term of employment on a use it or lose it basis; and

WHEREAS, pursuant to Subsection X(4) (Village Management and Finance Department; Vacancy in Position) of the Village's Fiscal and Investment Policy, the Village, upon the resignation or dismissal of the Village Manager, is required to retain a person who meets the applicable education and work experience requirements to serve in the capacity of Interim Village Manager within ninety (90) calendar days of the date such position is vacated. Mr. James Krischke meets the applicable education and work experience requirements to serve in the capacity of Interim Village Manager as required by the Village's Fiscal and Investment Policy; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, as corporate authorities of an Illinois home rule municipal corporation, have the authority to enter into the attached Updated Exhibit "A" to the Agreement pursuant to its home rule power, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and Sections 5-3-7 and 8-1-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 8-1-7) and Section X (Village Management And Finance Department) of the Village's Fiscal and Investment Policy and have determined that it is in the best interests of the Village to approve the attached Updated Exhibit "A" to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Pursuant to the Village's home rule powers, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 8-1-7), the President and Board of Trustees approve the Updated Exhibit "A" to the EMPLOYEE LEASING AGREEMENT FOR INTERIM VILLAGE MANAGER WITH GOVTEMPSUSA, LLC ("Agreement") for purposes of having James Krischke continue to temporarily serve as the Interim Village Manager and to continue to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code. The Village President and Village Clerk, or their designees, are authorized and directed to execute and deliver the final version of the attached Updated Exhibit "A" to the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Updated Exhibit "A" to the Agreement is attached hereto as **Exhibit "1"** and made a part hereof.

SECTION 3: The President and Board of Trustees further authorize and direct the Village President, the Village Manager, the Village Finance Director and the Human Resources Director, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Updated Exhibit "A" to the Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 6th day of December, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

Exhibit "1"

UPDATED EXHIBIT "A" TO EMPLOYEE LEASING AGREEMENT FOR INTERIM VILLAGE MANAGER WITH GOVTEMPSUSA, LLC FOR AN EXTENDED SIX-MONTH TERM (DECEMBER 31, 2022 TO JUNE 30, 2023), WITH OPTION FOR BI-WEEKLY TERM EXTENSIONS THROUGH DECEMBER 31, 2023 AND AN INCREASE IN BASE WEEKLY COMPENSATION
(James Krischke)

(attached)

EXHIBIT A
Assigned Employee and Base Compensation

UPDATED EXHIBIT A
MASTER AGREEMENT DATED JULY 20, 2022

ASSIGNED EMPLOYEE: James Krischke

POSITION/ASSIGNMENT: Interim Village Manager

POSITION TERM: December 31, 2022 – June 30, 2023

Unless either party provides two weeks written notice, the agreement will automatically be extended on a bi-weekly basis up to December 29, 2023.

BASE COMPENSATION: $4,522/week (based on a 40/hour work week at a rate $113.05/hour) Compensation assumes assigned employee will be paid for holidays on the same schedule client provides to its employees. Specific hours of work will be determined between the client and the employee and assumes a hybrid work structure.

OTHER: Client will provide eighty (80) hours of personal time off to the assigned employee in a *Time Bank* for use in the contract term. Time off for leave shall be approved in advance by the Mayor.

GOVTEMPSUSA, LLC:

By: JJ Cademartori

Date: November 28, 2022

CLIENT:

By: _____

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. R-2022-____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN UPDATED EXHIBIT "A" TO EMPLOYEE LEASING AGREEMENT FOR INTERIM VILLAGE MANAGER WITH GOVTEMPSUSA, LLC FOR AN EXTENDED SIX-MONTH TERM (DECEMBER 31, 2022 TO JUNE 30, 2023), WITH OPTION FOR BI-WEEKLY TERM EXTENSIONS THROUGH DECEMBER 31, 2023 AND AN INCREASE IN BASE WEEKLY COMPENSATION (James Krischke)

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 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 6th day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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Chicago, Illinois 60606-2903
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mtjurusik@ktjlaw.com
DD 312-984-6432

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **November 30, 2022**
RE: **2022 Community Development Block Grant Program Year ("CDBG Program") CDBG Grant Subrecipient Agreement Between Cook County and the Village of Maywood for Design Engineering Services for the 19th Avenue, Huron Street and 6th Avenue Roadway Improvements Project**

I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

1. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A 2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN COOK COUNTY AND THE VILLAGE OF MAYWOOD (2023 CDBG Roadway Resurfacing Improvements Project: 19th Avenue from Van Buren Street to Winfield Scott Park, Huron Street from 5th Avenue to 4th Avenue, and 6th Avenue from Hugh Muir Lane to Walton Street), with the Agreement attached as Exhibit "A".

2. Village Engineer's Memorandum dated November 22, 2022.

The enclosed Resolution, a required submittal to Cook County as part of the Village's CDBG Program Application, approves a Subrecipient Agreement for an award and allocation of CDBG funds from the 2022 CDBG Program Year to pay for a portion of the construction services by a contractor to complete certain street and sewer work on 19th Avenue from Van Buren Street to Winfield Scott Park, on Huron Street from 5th Avenue to 4th Avenue, and on 6th Avenue from Hugh Muir Lane to Walton Street (the "Project"). The Total Estimated Project Cost is $384,000.00. The CDBG funds awarded to this Project are as follows: $200,000.00 payable to the Village for reimbursement of the cost of construction services. Per the Subrecipient Agreement, the Village is obligated to pay the following matching Project costs from its own funds: (a) $69,000.00 for design engineering service fees and construction management services fees; and (b) $115,000.00 for construction services.

If there are any questions, please contact me.

Mike

Enclosures
cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Angela Smith, Director of Community Development (w/ encls.)
Walter Duncan, Director of Building and Code (w/ encls.)
John West, Public Works Director (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2022 -_____

A RESOLUTION
AUTHORIZING AND APPROVING THE EXECUTION OF
A 2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN COOK COUNTY AND THE VILLAGE OF MAYWOOD
(2023 CDBG Roadway Resurfacing Improvements Project:
19th Avenue from Van Buren Street to Winfield Scott Park,
Huron Street from 5th Avenue to 4th Avenue,
and 6th Avenue from Hugh Muir Lane to Walton Street)

WHEREAS, the Village of Maywood (the "Village" or the "Subrecipient") has been awarded a grant (the "Grant") from Cook County for an allocation of funds during the 2022 Program Year under the Community Development Block Grant Program ("CDBGP") in order to complete a capital improvement within the Village described as follows: Complete roadway reconstruction, drainage improvements, combined sewer repair and ADA improvements at 19th Avenue from Van Buren Street to Winfield Scott Park, Huron Street from 5th Avenue to 4th Avenue, and 6th Avenue from Hugh Muir Lane to Walton Street within the Village (the "Project"); and

WHEREAS, the total estimated Project cost is $384,000.00. Under the attached Community Development Block Grant Program Subrecipient Agreement (the "Subrecipient Agreement"), the Village will receive $200,000.00 of CDBGP Grant Funds, which can be used only to pay for the Project's construction work. It is anticipated that the Village will use General Corporate Funds to pay a $115,000.00 matching contribution relative to the Project construction work and also pay $69,000.00 for the design engineering services and construction management services fees associated with the Project. If the Project costs exceed the estimates, the Village will use General Corporate Funds of the Village to pay for any extra costs; and

WHEREAS, the Village agrees to approve and enter into the attached Subrecipient Agreement with Cook County, wherein Cook County agrees to provide CDBGP Grant Funds to the Village in an amount not to exceed $200,000.00, which shall be used for completion of the Project, all in accordance with the terms and conditions set forth in the Subrecipient Agreement. A copy of the Subrecipient Agreement is attached hereto as **Exhibit "A"** and is on file with the Village Clerk's Office; and

WHEREAS, the Village will use the CDBGP Grant Funds solely and exclusively for eligible activities in connection with the Project and for no other purpose; and

WHEREAS, the President and Board of Trustees of the Village deem it to be in the best interests of the Village, its residents, business owners, property owners and the public to accept the Grant and enter into the Subrecipient Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village authorize the approval and execution of the 2022 Community Development Block Grant Program Subrecipient Agreement (the "Subrecipient Agreement") (**Exhibit "A"**) to be entered into with Cook County for the purposes stated in the Subrecipient Agreement, and further approve the expenditure of the CDBGP Grant Funds and the Village's General Corporate Funds to pay for the Project construction costs and the professional engineering services to be performed by the Village Engineer in regard to the Project.

SECTION 3: The President and Board of Trustees of the Village of Maywood further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, accept the CDBGP Grant Funds and execute and deliver such additional documents, instruments and certificates as may be necessary or desirable for the Village to perform its obligations under the Subrecipient Agreement. The Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, are authorized and directed to transmit executed originals or certified copies of all documents, including the Subrecipient Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Subrecipient Agreement.

SECTION 4: The President and Board of Trustees of the Village ratify, authorize, confirm and approve all documents and instruments executed in connection with the Grant and the Subrecipient Agreement, including those acts taken prior to the date hereof.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 6th day of December, 2022, 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"

2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN COOK COUNTY AND THE VILLAGE OF MAYWOOD (2023 CDBG Roadway Resurfacing Improvements Project: 19th Avenue from Van Buren Street to Winfield Scott Park, Huron Street from 5th Avenue to 4th Avenue, and 6th Avenue from Hugh Muir Lane to Walton Street)

(attached)

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROGRAM YEAR 2022
October 1, 2022 through September 30, 2023

VILLAGE OF MAYWOOD

CDBG PY 2022
SUBRECIPIENT AGREEMENT

PROJECT NUMBER:
2206-015

AWARD:
$200,000

AWARDED TITLE:
2023 CDBG Roadway Resurfacing Improvements

Prepared by the Department of Planning and Development

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of October 2022, the first day of the Program Year, by and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and **Village of Maywood,** a qualifying entity, (hereinafter referred to as the "Subrecipient),")

W I T N E S S E T H:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2022 through September 30, 2023, pursuant to said Act; and,

[SUBRECIPIENTS TO CHECK THE APPLICABLE BOX]

☐ WHEREAS, the Subrecipient is a Municipality and derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

☐ WHEREAS, the Subrecipient is a Township and derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

☐ WHEREAS, the Subrecipient is a Park District and derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

☐ WHEREAS, the Subrecipient is a Housing Authority and derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

☐ WHEREAS, the Subrecipient is an Intergovernmental Agency and derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; or

☐ WHEREAS, the Subrecipient is a Not-For-Profit Corporation and derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient, with a Duns Number of **074381526,** has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the purpose described in the Subrecipient's Project Summary (including any special provisions) attached hereto as Exhibit "E" which includes a detailed description of the work, and has approved the Project s, a complete budget and schedule for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **2206-015**

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A")
2. Assurances (Exhibit "B")
3. Administrative Requirements (Exhibit "C")
4. Certificate of Lobbying (Exhibit "D")
5. Project Summary and Line Item Budget (Exhibit "E")

Execution of this Agreement by the Subrecipient means agreement and compliance with the certifications, assurances and administrative requirements contained in Exhibits A - D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Procedures and Operations Guide, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

3. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

A. The uniform administrative requirements set out in 24 CFR Section 570.502; and

B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.

C. Administrative Requirements pursuant to Exhibit C.

4. Agreement to Undertake the Project.

The Subrecipient agrees to undertake the work and activities described herein and in its Project Summary (Exhibit E).

5. Grant Award.

The County hereby agrees to make a grant for a sum not to exceed the CDBG budget amount identified in Exhibit E. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **2206-015** in accordance with the approved Project Summary (Exhibit E). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE AUTHORIZATION TO INCUR GRANT COSTS. CAPITAL IMPROVEMENT PROJECTS WILL ALSO RECEIVE A NOTICE TO PROCEED WHEN CONSTRUCTION CAN BEGIN.**

6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B.
The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process in compliance with 24 CFR 85.36(e). The construction shall be done by bonded contractors acceptable to the CDBG Program and must comply with the affirmative goal of using minority and women-owned businesses (MBE/WBE) which is currently set at 24% MBE and 10% WBE based upon the current County ordinance. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objectives

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the

Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. **Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 21.**

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas or individuals and that their performance and progress will be measured to that end. **Quarterly performance reports** shall be due to the County at a date determined by the County. The Subrecipient is required to submit the final performance Report with the last payment request. The Subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding requests in jeopardy. **The County reserves the right to deny requests for future funding, in part or in whole, due to the failure to comply with the stated rules and regulations.**

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low- and moderate-income people in the following categories;
   a. Area benefit activities
   b. Limited clientele activities
   c. Housing activities
   d. Job creation
2. Aid in the prevention or elimination of slum and blight; and
3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate-income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

D. Subrecipient may assess reasonable fees for the use of the facilities or services associated with this project; however, such fees must not be excessive as to exclude low and moderate income persons from making use of the facilities or services. (24 CFR 570.200(b)(2)).

E. Subrecipient agrees that it shall comply with and provide the County all reports and documentation to demonstrate its compliance with the requirements of 24 CFR Part 75 for all housing rehabilitation, housing construction or other public construction projects (e, g, public facilities) for which Subrecipient receives $200,000 or more of CDBG funding or a combination of two or more different applicable HUD programs exceeding the $200,000 threshold. Per 24 CFR 75.3(a)(iii), such Section 3 requirements apply to the entire project and not just the HUD-financed portion of projects.

8. Conflict of Interest.

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;

2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;

3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minutes of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

For the purposes of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions applies only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;

2. are in a position to participate in a decision-making process or gain inside information with regard to such activities;

3. may obtain personal or financial interest or benefit from the activity; or

4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this Paragraph 8 in all contracts or subcontracts entered into pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to Paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611(C).

G. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

9. **Environmental Review Procedures: Authorization to Incur Grant Costs.**

The County and the Subrecipient shall adhere to the following schedule, as applicable.

A. The County Planning and Development staff will undertake the required environmental review for the project.

B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.

C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, an "AUTHORIZATION TO INCUR GRANT COSTS".

D. After issuance of the "AUTHORIZATION TO INCUR GRANT COSTS", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Procedures and Operations Guide, and, where necessary, the handbooks set out in Section 2.B. of this Agreement.

10. Lobbying:

The Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and

C. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

D. Lobbying Certification

The certification located in Exhibit D is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

11. Hatch Act: Davis Bacon

A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq.) and The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5.

12. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

13. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

14. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;

- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on

the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it nor its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal,

remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

15. Time to Start Project; Time to Finish Project.

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Authorization to Incur Grant Costs" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "Authorization to Incur Grant Costs" is issued.

B. **Capital Improvement/Demolition.** The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Authorization to Incur Grant Costs" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Authorization to Incur Grant Costs; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Program Year for this award on September 30, 2023.**

16. Records Maintenance.

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: records providing a full description of each activity being assisted with CDBG funds including its location and eligibility; a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

C. The Subrecipient agrees to comply with the records maintenance requirements set forth in 24 CFR 570.506 insofar as they apply to each activity undertaken.

17. Return of Funds and Accounts Receivables; Expiration of Project.

Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

A. The uniform administrative requirements set out in 24 CFR Section 570.502;

B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52;

C. The requirements of 24 CFR Section 570.503 (b)(3) that any program income derived from the use of CDBG funds (including any investments thereof) on hand at the end of the term of the Agreement shall be returned or repaid to the County.

D. The remedies for noncompliance and provisions on termination in accordance with 2 CFR part 200, subpart D.

E. The requirements of 24 CFR 570.503(b)(7), Reversion of Assets, as modified by 24 CFR 570.501(b). Specifically, the Subrecipient shall ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 is either:

(1.) used to meet one of the National Objectives set forth in 24 CFR 570.208, as may be amended or redesignated, for at least five (5) years after the date that Subrecipient is no longer considered by HUD to be a part of the County's urban county; or

(2.) if any such real property is not used in accordance with subsection (1.) above, Subrecipient shall pay the County an amount equal to the current market value of the property, less any portion of the value attributable to the expenditures of CDBG Funds for the acquisition of, or improvement to, the property. No payment to the County is required after the period of time described in subsection (1.) above.

18. Prohibition on Assignment or Transfer of Agreement or Funds.

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 21 of this Agreement including any of the actions set out therein.

19. Blank Forms and Documents.

The Subrecipient shall, upon request of the County, submit any and all forms, documents, agreements and contracts to the County for review to determine compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

20. Obligation for Costs and Future Projects.

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this

Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. **The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.**

21. Indemnification.

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

22. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;

2. has failed to perform or is failing to perform; or

3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:

a. suspend or terminate this Agreement in whole or in part by written notice, and/or:

b. demand refund of any funds disbursed to Subrecipient;

c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;

d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;

e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

f. withhold further awards for the program;

g. take other remedies legally available; or

h. take appropriate legal action.

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph C.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion that the Subrecipient has, including but not limited to:

1. used or is using fraudulent, coercive or dishonest practices;

2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or

3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit E hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or

2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

23. Notice.

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY:
Ms. Susan M. Campbell, Director
Department of Planning and Development
69 W. Washington, 29th Floor
Chicago, IL 60602

TO THE SUBRECIPIENT:
Mr. Nathaniel George Booker, Mayor
Village of Maywood
40 Madison Street
Maywood, IL 60153-2323

The Subrecipient agrees that the County will be consulted in the planning of any events related to the project and provided reasonable notice regarding the timing of the events.

24. SIGNAGE

The Subrecipient shall prepare and erect appropriate signage to indicate the County's participation in the projects and the source of funds for the projects, subject to the prior approval of the County. Whenever projects receive funding from HUD, signage shall be consistent with criteria established by HUD. In general, this requirement is anticipated to apply to capital improvement and residential development projects. The Subrecipient will ensure that signs are prepared according to the requirements and specifications for signage set forth in the Cook County Community Development Block Grant Program Procedures and Operations Guide. The Subrecipent shall include such requirements and specifications in any bid documents with contractors who shall prepare and erect all signage according to such specifications.

25. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the first day of October 2022 and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accordance with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

26. Binding Authority.

The individuals executing this AGREEMENT on behalf of the COUNTY and the SUBRECIPIENT represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this AGREEMENT.

27. Entire Agreement and Savings Clause.

A. This AGREEMENT sets forth all the covenants, conditions and promises between the COUNTY and the SUBRECIPIENT with regard to the matters set forth herein, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

B. If any provision of this AGREEMENT, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

BY:_____ _____
Dir. of Dept. of Planning and Development (Signature) Printed Name Date
County of Cook

Approved as to Form:_____ _____
Assistant State's Attorney (Signature) Printed Name Date

SUBRECIPIENT:

BY:_____ _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE:_____

ATTEST:_____ _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed Name) Date

Subrecipient Seal:

Approved as to Form:_____ _____
Subrecipient Attorney (Signature) Subrecipient Attorney (Printed Name) Date

ATTACH: Exhibits
Resolution

EXHIBIT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the Community Development Block Grant Program of the County of Cook and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the United States Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, national origin, ancestry, marital status, handicap or unfavorable discharge from military service, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient shall adhere to the following requirements:

(1) The requirements of Title VIII of Civil Rights Act of 1968, 42 U.S.C. 3601-3619 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d) and implementing regulations issued at 24 CFR Part 1, as amended.

(2) The prohibitions against discrimination on the basis of age under the Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101-6107); the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act f 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8; and the prohibitions against discrimination against those with disabilities under the Americans with Disabilities Act (42 U.S.C. Section 12101, et. seq.).

(3) The requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued under the Order at 41 CFR Chapter 60.

(4) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 135, as amended from time to time.

(5) The requirements of Executive Orders 11625, 12432, and 1 2138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.

(6) The Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The Subrecipient further agrees to the following:

(7) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work, provided, however, that if the Subgrantee so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.

(8) It will assist and cooperate actively with the County or HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development, State of Illinois, and the County.

(9) It will furnish the County or HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County or HUD in the discharge of primary responsibility for securing compliance.

(10) It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and 24 CFR Part 24.

(11) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD.

(12) In the event that it fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, or may refer the case to HUD or other appropriate agency for appropriate legal proceedings.

(13) It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

(14) Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for $10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.

EXHIBIT B
ASSURANCES

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that, if applicable:

A. It possesses legal authority to make a grant submission and to execute a community development and housing program.

B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.

C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.

D. 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;

2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.

E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.

F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.

G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee

under Section 108 of the Housing and Community Development Act of 1974, as amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.

I. The grant will be conducted and administered in compliance with the following requirements:

1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;

2. a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
   b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;

3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;

7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;

9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970,as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d)governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;

11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;

12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);

14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;

15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.

K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.

L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.

M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.

N. 1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.

2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

O. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

EXHIBIT C
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principals

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 2 4 CFR570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each ac tivity undertaken meets one of the National Objectives of the CDBG Program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Performance Reports

The Subrecipient shall submit Performance Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) Shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 C FR Part 84 and 24 C FR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 C FR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as th e County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a C DBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value

attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

If applicable to the Project, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

EXHIBIT D

CERTIFICATE REGARDING LOBBYING
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COUNTY OF COOK

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperation agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction contemplated in the Community Development Block Grant Program SUBRECIPIENT AGREEMENT bearing this same date ("Subrecipient Agreement") was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure.

SUBRECIPIENT:

BY:_____ _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE:_____

ATTEST:_____ _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed) Date

Subrecipient Seal:

EXHIBIT E - PROJECT SUMMARY

2022 Program Year: October 1, 2022 through September 30, 2023

Planner Lesa Carey

SUBRECIPIENT **VILLAGE OF MAYWOOD**

ADDRESS **40 Madison Street** CITY **Maywood** ZIP **60153-2323**

James Krischke (PROGRAM MANAGER) **(708) 450-6300** (PHONE) **(708) 344-8380** (FAX) **jkrischke@maywood-il.org** (E-MAIL)

PROJNUM	IDIS No.	PROJECT TITLE
2206-015		2023 CDBG Roadway Resurfacing Improvements

Account #: **9428225-580170.100**

Eligibility Citation	Award Amount	Additional Amount	Total Budget Summary	Award Match	Match_Source_1
	$200,000		$200,000	$184,000.00	General And Mft F
				Award Match2	Match_Source_2

SUMMARY PROJECT DESCRIPTION: Capital Improvement - Infrastructure

Eligibility:

LMI
- [ ] Does Not Apply
- [x] Area Benefit
- [ ] Limited Clientele
- [ ] Housing Activity
- [ ] Job Creation/Retention

Slum Blight
- [x] Does Not Apply
- [ ] Area
- [ ] Spot

Is Acquisition Required?
- [ ] Yes
- [x] No

Census Tracts	Block Groups	L/M Income %
8177	4	62.36%
8174	3	75.27%
8174	1	73.71%

NARRATIVE:

Awarded Location

19th Avenue from VanBuren Street to Winfield Scott Park, Huron Street from 5th Avenue to 4th Avenue, and 6th Avenue from Hugh Muir Lane to Walton Street

AWARDED Project Description

The proposed project is located along the following sections of roadway: 19th Avenue from VanBuren Street to Winfield Scott Park, Huron Street from 5th Avenue to 4th Avenue, and 6th Avenue from Hugh Muir Lane to Walton Street. The project will include roadway resurfacing, pavement patching, drainage improvements, combined sewer repairs, and ADA improvements to areas in need.

Note: The environmental review requirement must be cleared by the County in accordance with 24 CFR 58.22 prior to the incurrence of costs on activities that would limit the choice of reasonable alternatives. The County has no obligation to fund this Project until the County has cleared the environmental review requirement and issued an Authorization to Incur Grant Costs to the Subrecipient.

Specific Anticipated Accomplishments

The work along 19th Avenue, Huron Street, and 6th Avenue shall include the removal and replacement of 190' of combination concrete curb and gutter, 1,700 Sq Ft of sidewalk, resurfacing of 4,400 SqYd of roadway, placement of 750 Tons of asphalt, intermittent repairs to the combined sewer system including manholes, drainage structures, and main line sewer, 300 Sq Yd of landscaping restoration, and other ancillary items.

Environmental Review	Amendment	Amendment Date	Planner
			Lesa Carey

PROJECT COMPLETION SCHEDULE

Month 1
Approve Engineering Professional Services Agreement

Month 2
Prepare Plans and Specifications

Month 3
Prepare Plans and Specifications

Month 4
Submit Plans and Bidding Documents to County for review

Month 5
Advertise for Bids

Month 6
Award of Contract

PROJECT COMPLETION SCHEDULE

Month 7
Begin Construction

Month 8
Continue Construction

Month 9
Complete Construction

Month 10
Punch List, Project Closeout Documentation

Month 11
Project Complete

Month 12

STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

NAME AND POSITION	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
			$0.00		
			$0		
			$0		
			$0		
			$0		
			$0		
			$0		
No			$0		
			$0		
			$0		
			$0		
			$0		
			$0		
			$0		
TOTAL SALARIES:	**$0.00**		**$0.00**	**$0.00**	**$0.00**

REMINDER

NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.

LINE ITEM BUDGET

PROJECT ACTIVITY:

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	$200,000.00	$115,000.00	$315,000.00
Single-Family Rehabilitation			$0.00
Economic Development			$0.00
Demolition/Clearance			$0.00
Acquisition			$0.00
Relocation			$0.00
TOTAL PROJECT ACTIVITY:	**$200,000.00**	**$115,000.00**	**$315,000.00**

Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.

PROJECT DELIVERY: *(You are encouraged to use CDBG Funds for salaries only.*

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	$0.00	$0.00	$0.00
Office Rent/Utilities			$0.00
Postage			$0.00
Printing (Rental Equipment)			$0.00
Publication/Notices			$0.00
Project Travel @ $.545 per mile **OR** current IRS rate.			$0.00
Other: _____			$0.00
Other: _____			$0.00

Professional Services: ***(Need to be Procured if using CDBG Funds.)***

Architect			$0.00
Engineering		$69,000.00	$69,000.00
Legal			$0.00
Accounting (*except Single Audit*)			
Other: _____			$0.00
Other: _____			$0.00
TOTAL PROJECT DELIVERY:	**$0.00**	**$0.00**	**$69,000.00**

CDBG Grand Total	Match Grand Total	GRAND TOTAL ALL
$200,000.00	**$184,000.00**	**$384,000.00**

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-2022 -_____

A RESOLUTION
AUTHORIZING AND APPROVING THE EXECUTION OF
A 2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN COOK COUNTY AND THE VILLAGE OF MAYWOOD
(2023 CDBG Roadway Resurfacing Improvements Project:
19th Avenue from Van Buren Street to Winfield Scott Park,
Huron Street from 5th Avenue to 4th Avenue,
and 6th Avenue from Hugh Muir Lane to Walton Street)

which Resolution was passed by a roll call vote the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

HANCOCK ENGINEERING 100 Years of Excellence

Civil Engineers ◆ Municipal Consultants ◆ Established 1911

MEMO

Date: November 22, 2022

To: Village of Maywood

Attn: Mr. James Krischke, Acting Village Manager

cc: Ms. Angela Smith, Director of Community Development
Mr. John West, Director of Public Works

From: Bill Peterhansen, P.E., CFM

Re: Cook County Community Development Block Grant
2022 Program Year Subrecipient Agreement
(Project 2206-015)

In the Spring of 2022, the Board approved the grant application for the "2023 CDBG Roadway Improvements Project". For clarity, the "2022 Cook County Program Year" is from October 1, 2022 through September 30, 2023.

The Village has recently received a subrecipient agreement from Cook County to be executed along with appropriate resolution.

Project Scope

The project involves roadway improvements to 19th Avenue from VanBuren Street to Winfield Scott Park, Huron Street from 5th Avenue to 4th Avenue, and 6th Avenue from Hugh Muir Lane to Walton Street.

The improvements to these roadways will consist of the "Value Resurfacing" scope. The streets listed above have been identified to have been part of the curb and gutter drainage improvement program in the early 1990's. As such, the pavement was not addressed at that time and is estimated to not have been improved for at least 40 years.

The work along all of the above mentioned roadways will include pavement milling, patching as needed with 8" Portland Cement Concrete Base Course, intermittent removal and replacement of the concrete curb and gutter and driveways, intermittent sidewalk replacement, replacement of ADA compliant roadway crossings, drainage structure repairs as observed

through field inspection, combined sewer repairs as observed through television inspection, installation of 1" hot-mix asphalt level binder course and 2" of hot-mix asphalt surface course, thermoplastic pavement markings, landscaping restoration, and other ancillary items.

Breakdown of Costs

ITEM	CDBG FUNDS	MATCHING FUNDS	TOTAL
Capital Infrastructure: Construction	$ 200,000	$ 115,000	$ 315,000
Professional Services: (Design and Construction Engineering, CDBG Grant Administration)	$ 0	$ 69,000	$ 69,000
Total	$ 200,000	$ 184,000	$ 384,000

Funding

The matching funds as listed above will need to come from the general fund.

Timeline and Action

The attached subrecipient agreement and other key documents are required to be executed along with a Board Approved resolution in advance of Staff's attendance at the workshop meeting with Cook County on Thursday, December 15, 2022.

If the Board would like to move forward with the project and corresponding $200,000 in funds from Cook County, a resolution will need to be approved.

If you should have questions, please call our office at your convenience.

Cook County Department of Planning and Development
Community Development Block Grant (CDBG)

Required Information to Satisfy the Federal Funding Accountability and Transparency Act (FFATA)

As a condition of your CDBG award, please complete the form below and submit it with your CDBG Subrecipient Agreement.

_____ _____

Preparer Name Preparer Signature Date

_____

Subrecipient Name

1) In your municipality or organization's preceding completed fiscal year, did your municipality or organization receive (A) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (B) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ YES _____ NO

If you answered "yes" to question #1, please proceed to question #2 below.

2) Does the public have access to information about the compensation of the executives in your municipality or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986?

_____ YES _____ NO

If you answered "no" to question #2, please complete the compensation information below.

Names and Total Compensation of Top 5 Employees

Name	Total Compensation

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Instructions for Executing Subrecipient Agreements

In an effort to streamline the process of signing and executing Subrecipient Agreements, please follow the instructions below. Failure to follow instructions will cause delays in executing your Agreement.

You have received your Agreement Package via email this year. Please follow the instructions for execution below and email a fully executed copy to the attention of Ms. Sonia Brown for processing at Sonia.Brown@cookcountyil.gov. A confirmation of receipt will be sent, and the Agreement will be reviewed by appropriate staff for any problems or omissions. Your agency will be notified of any errors.

The Agreement Package that you received via email contains the following:

- Agreement Cover Page
- Subrecipient Agreement (15 pages)
- Exhibits A through E

Instructions for Execution of the Subrecipient Agreement

1) Do not remove any pages of the agreement package. Use only the agreement and exhibits sent to you by the County. Please review the agreement and exhibits. However, do not make any changes in the agreement or exhibits. If you identify any issues or errors, please let us know.

2) A Board/Council Resolution authorizing an official to execute the Subrecipient Agreement is required. A sample resolution is included later in these instructions.

3) A Certification of the above Resolution is required. A sample certification for non-profits is included later in these instructions.

4) Complete the entire Subrecipient portion of the signature page of the Subrecipient Agreement (page 14). The Subrecipient Official who executes the signature page must be the person authorized by the Resolution. The Attest signature also required. The only exception is for a non-profit Subrecipient who does not have an Attorney. Please be sure that all signatures are dated.

5) Complete Exhibit D in a similar fashion to how you executed the signature page of the Subrecipient Agreement in Step 4 above. An Attorney signature is not needed on Exhibit D. Again, please be sure all signatures are dated.

6) ***** **Signatures may be scanned or digital.** **********

7) The corporate or municipal seal must be displayed on all signature pages. The seal is needed on the Subrecipient Agreement signature page (page 14), the Resolution, the Certification, and Exhibit D. **If a non-profit Subrecipient does not have a seal, you must inform the County in writing of this fact when you submit the fully executed Subrecipient Agreement via email (see instructions above).**

8) Please review the list below, which highlights common execution problems from past years.

CDBG SUBRECIPIENT AGREEMENT EXECUTION – COMMON PROBLEMS

☐ The Subrecipient Agreement must be signed by the person authorized by the Resolution (see Step 4 above).

☐ The Subrecipient Agreement signature page must be signed, sealed and dated. If a non-profit agency does not have a seal, a written notice is needed (see Step 7 above).

☐ The date of the Attest signature on the Subrecipient Agreement signature page must match the date of the Subrecipient Official's signature.

☐ The Resolution must have the correct project number.

☐ The date that the Subrecipient Agreement signature page is executed cannot be earlier than the date the Resolution is passed.

☐ The Resolution must be signed and sealed and must use appropriate resolution language (see sample Resolution later in these instructions).

☐ The Certification date cannot be earlier than Resolution date.

☐ The Certification must be signed and sealed and must use appropriate certification language (see sample Certification later in these instructions).

☐ The date on the Resolution must match the Resolution date referenced in the Certification.

MUNICIPALITIES MUST COMPLY WITH THE FOLLOWING STATUTE FOR USE OF A DEPUTY CLERK'S SIGNATURE:

DEPUTY CLERK

5/3.1-35-95. Powers - Authorization

§ 3-10-9. The municipal deputy clerk, or clerks, as the case may be, shall have the power and duty to execute all documents required by any law to be executed by the municipal clerk, and affix the seal of the clerk thereto wherever required. In signing any document a deputy clerk shall sign the name of the clerk followed with the word "By" and the deputy clerk's own name and the words "Deputy Clerk".

Except the municipalities with a population of 500,000 or more, the powers and duties herein described shall be exercised only in the absence of the clerk from the place where the clerk's office is maintained, and only when either written direction has been given by the clerk to such deputy to exercise such power, or the corporate authorities have determined by resolution that the municipal clerk is temporarily or permanently incapacitated to perform such function. In municipalities with a population of 500,000 or more, the powers and duties herein described shall be exercised upon the direction of the clerk, or when the corporate authorities have determined by resolution that the clerk is temporarily or permanently incapacitated to perform his functions and duties. When duly authorized as herein provided the signature affixed by any such deputy in the manner herein prescribed on any document, including, but not limited to contracts, bonds, or other obligations of the municipality, such document shall have the same effect as if the documents so executed had been signed by the municipal clerk in person.

SAMPLE RESOLUTION

PLEASE NOTE: The below resolution is a sample resolution. Do not use this sample, but rather execute a resolution on your own letterhead. If you would like an editable sample resolution in Microsoft Word, please contact Sonia Brown at sonia.brown@cookcountyil.gov

When completing your resolution, use a position title only and DO NOT name a specific individual. Include both paragraphs in your resolution. You may also designate additional positions or positions different than those listed in the sample below for executing documents if you so choose.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (President/Mayor/Chairman) and the (Clerk/Secretary) be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2022 Community Development Block Grant (CDBG) Agreement with the County of Cook, Illinois for Project Number(s) _____, a copy of which (is/are) on file with the (Clerk/Secretary).

BE IT FURTHER RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (insert position title here- could be more than one position - **if you chose more than one position use the word "or" and not the word "and"**) be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2022 Community Development Block Grant (CDBG) Program.

Dated this _____ day of _____, 2022.

ATTEST:

By: _____ By: _____

Board President/Chairman (Signature) Secretary/Clerk (Signature)

_____ _____

Printed Name Printed Name

(SEAL)

SAMPLE CERTIFICATION

PLEASE NOTE: This below certification is a sample certification for non-profits. Do not use this sample, but rather execute a certification on your own letterhead. If you would like an editable sample certification in Microsoft Word, please contact Sonia Brown at sonia.brown@cookcountyil.gov

CERTIFICATION

The undersigned and duly qualified acting Secretary of the Board of Directors of_____ hereby certifies that the attached copy of the resolution authorizing execution of the 2022 Community Development Block Grant (CDBG) Subrecipient Agreement with the County of Cook, Illinois is a true and correct copy of said resolution as passed by the Board of Directors of _____, on_____,2022, and which is still in full force and effect as of _____.

By: _____
Secretary - Signature

_____
Printed Name

(SEAL)

OMNIBUS AGENDA ITEMS #14, #15 & #16
under one Cover Memo

Cover Memo dated November 28, 2022
from Village Engineer (Hancock Engineering)

14. RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE (BLR 09110) (PROJECT: WASHINGTON BOULEVARD IMPROVEMENTS (21ST AVENUE TO 9TH AVENUE) – PHASE III CONSTRUCTION; SECTION NO. 18-00139-00-PV; JOB NUMBER C-91-187-18) (Illinois Department of Transportation Form)

15. RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION (JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK) TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS ALONG WASHINGTON BOULEVARD UNDER IDOT PROJECT NUMBER V8AD(050), STATE JOB NO. C-91-187-18, MFT SECTION NO. 18-00139-00-PV, with the Agreement attached as Exhibit "A"

16. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PHASE III CONSTRUCTION ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD PUBLIC IMPROVEMENT PROJECT (21ST AVENUE TO 9TH AVENUE) AND FOR THE APPROPRIATION AND EXPENDITURE OF CERTAIN VILLAGE FUNDS TO PAY FOR THE ENGINEERING SERVICES, with the Agreement attached as Exhibit "A"

HANCOCK ENGINEERING
100 Years of Excellence
Civil Engineers ✦ Municipal Consultants ✦ Established 1911

MEMO

Date: November 28, 2022

To: Village of Maywood

Attn: Mr. James Krischke, Acting Village Manager

Cc: Ms. Lanya Satchell, Director of Finance
Mr. John West, Director of Public Works

From: Bill Peterhansen, P.E., CFM

Re: Washington Boulevard Improvements – Phase III Construction
Section No. 18-00139-00-PV; Job Number C-91-187-18
Joint Funding Agreement for State-Let Construction Work (BLR 05310C)
Resolution for Improvement Under the Illinois Highway Code (BLR 09110)
Local Public Agency Engineering Services Agreement (BLR 05530)

Background

On November 18, 2022, bids were opened in Springfield by the State of Illinois for the construction of the Washington Boulevard Improvements Project from 21st Avenue to 9th Avenue. The low bidder was Lindahl Brothers, Inc. of Bensenville, Illinois, in the amount of $5,765,758.54.

We have maintained a positive working relationship with Lindahl Brothers, Inc. for a number of years. We have also previously maintained a positive working relationship with their former company Crowley-Sheppard Asphalt, Inc. Typically, Lindahl Brothers, Inc. has performed the Hot-Mix Asphalt paving work in the Village of Maywood as a subcontractor for the annual Madison Street TIF projects, and with good results. Furthermore, the bid came in approximately $200,000 below the Engineer's Estimate of Costs.

Scope of Work

The proposed improvements include of the complete removal of the existing pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of a 8" ductile iron water main at certain locations, aggregate base course, hot-mix asphalt (HMA) pavement, pavement markings including an on-street bicycle lane , restoring disturbed parkways with topsoil and sod, installation of a new lighting

system, modernized traffic signals, signage, and all other appurtenant work necessary to complete the project.

Project Funding

Federal Funding through the Surface Transportation Program (STP) has been programmed and secured through the North Central Council of Mayors (NCCM) to cover $2,800,000 of the construction costs. The Village is responsible to pay for the remainder of the construction and construction engineering costs. The costs can be paid through Motor Fuel Tax (MFT) Funds, Village General Funds, and Water/Sewer Funds. The Rebuild Illinois MFT allocation that the Village received is also eligible to fund the construction of the project.

The following is a Summary of Project Costs:

Item	Costs
Phase III - Construction Costs (As-Bid)	$5,765,759
Phase III - Construction Engineering Costs	$494,900
TOTAL COSTS	$6,260,659
Less Federal Funding	($2,800,000)
Less Rebuild Illinois Bond Funds	($1,587,626)
Remaining Costs to Village	**$1,873,033**
Breakdown of Remaining Costs to Village	
Estimated Costs Eligible for Sewer and Water Funds	$482,350
General Funds or Additional MFT Funds	$1,390,683
	$1,873,033

The Village has the option of using either General Funds or MFT Funds to cover the remaining expenses as indicated above. The Village will need to use Sewer and Water Funds for certain project items such as water main replacement or combined sewer repairs, with an estimated total of $482,350.

Agreements

There are three (3) associated agreements attached to this memo, to be approved by the Board.

1. *Joint Funding Agreement for State-Let Construction Work (BLR 05310C)* – This agreement is the mechanism that ensures that the Village will pay the State of Illinois for the Village's share of the construction costs. This agreement also ensures that the Village will receive $2,800,000 in Federal Funding.

2. *Resolution for Improvement Under the Illinois Highway Code (BLR 09110)* – This agreement indicates that the Village intends to use MFT funds for the project and permits the use of

such. This agreement does not require the Village to use MFT funding in the event that certain additional funding becomes available as the project is ongoing.

3. *Local Public Agency Engineering Services Agreement (BLR 05530)* – This agreement is a Professional Services Agreement for the required Construction Engineering Services per IDOT. Note the agreement is in Federal format so that the Village has the option of using either Federal or MFT funds in the event that certain additional funding becomes available as the project is ongoing.

Qualification Based Selection Process
Qualification Based Selection (QBS) of Professional Services was utilized for this project in order to keep the Construction Engineering eligible for federal funds. A formal request for proposals was published and various consultant proposals were evaluated and scored by Village Staff over the course of June and July of 2022. Procedures for QBS as meet the requirements of 23 CFR 172 and the Brooks Act have been adhered to. Hancock Engineering Co. was selected as the top consultant for the project.

The Engineering Fee stated in the agreement is at an hourly rate, not-to-exceed cost format. As such, if the construction process is expedited and/or certain favorable conditions occur, then the Village will see a reduction in Construction Engineering Service costs. All manhours utilized on the project will need to be approved by IDOT if the Village eventually uses Federal or MFT Funds.

Construction Engineering Service Highlights:
a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.

b. Checking of shop and equipment drawings.

c. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain sample and perform testing as noted below.

d. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

h. Providing line-and-grade staking.

i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

j. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

k. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.

l. Maintaining a daily record of the contractors activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

m. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.

n. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.

o. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

p. Revision of contract drawings to reflect as built conditions.

q. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

r. Performing final inspection of all improvements and punch list activities.

s. Hosting and attending weekly progress meetings.

Project Schedule

The project has a construction completion requirement of 110 Working Days. Work is anticipated to begin in April of 2023 with a late November 2023 completion.

Action

If the Village would like to move forward with the Washington Boulevard Improvements Project, the three (3) attached agreements will need to be approved by Resolution.

We are available, at your convenience, to answer any questions regarding this project and our proposal.

OMNIBUS AGENDA ITEM #14.

14. RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE (BLR 09110) (PROJECT: WASHINGTON BOULEVARD IMPROVEMENTS (21ST AVENUE TO 9TH AVENUE) – PHASE III CONSTRUCTION; SECTION NO. 18-00139-00-PV; JOB NUMBER C-91-187-18) (Illinois Department of Transportation Form), with a cover memo dated November 28, 2022 from Village Engineer (Hancock Engineering).

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		18-00139-00-PV

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type) of Maywood (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Washington Boulevard	0.77	FAU 1411	21st Avenue	9th Avenue

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The work consists of the removal of the existing pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of an 8" ductile iron water main, aggregate base course, hot-mix asphalt (HMA) pavement, pavement markings, restoring disturbed parkways with topsoil and sod, installation of a new lighting system, traffic signals, and all other appurtenant work necessary to complete the project.

2. That there is hereby appropriated the sum of Two Million Nine Hundred Seventy-Eight Thousand Three Hundred Nine Dollars ($2,978,309.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Gwaine Dianne Williams (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type) of Maywood (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by President and Board of Trustees (Governing Body Type) of Maywood (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)

OMNIBUS AGENDA ITEM #15.

15. RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION (JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK) TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS ALONG WASHINGTON BOULEVARD UNDER IDOT PROJECT NUMBER V8AD(050), STATE JOB NO. C-91-187-18, MFT SECTION NO. 18-00139-00-PV, with the Agreement attached as Exhibit "A", with a cover memo dated November 28, 2022 from Village Engineer (Hancock Engineering).

RESOLUTION NO. R-2022-_____

RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION (JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK) TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE CONSTRUCTION OF THE CERTAIN STREET IMPROVEMENTS ALONG WASHINGTON BOULEVARD UNDER IDOT PROJECT NUMBER V8AD(050), STATE JOB NO. C-91-187-18, MFT SECTION NO. 18-00139-00-PV

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois, a home rule Illinois municipal corporation, desire to participate in the Illinois Department of Transportation's ("IDOT") Surface Transportation Program ("STP Program") for the purpose of funding a portion of the certain construction work related to the reconstruction of Washington Boulevard between 21st Avenue and 9th Avenue in accordance with the terms set forth in the Local Public Agency Agreement for Federal Participation (Joint Funding Agreement for State-Let Construction Work) (the "LPA Agreement"), a copy of which is attached hereto and made a part hereof as **Exhibit "A"**; and

WHEREAS, the improvements to be constructed under the LPA Agreement (**Exhibit "A"**) consist of the reconstruction of Washington Boulevard Madison Street between 21st Avenue and 9th Avenue, including the removal and replacement of asphalt pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of a 8" ductile iron water main at certain locations, aggregate base course, hot-mix asphalt (HMA) pavement, pavement markings including an on-street bicycle lane , restoring disturbed parkways with topsoil and sod, installation of a new lighting system, modernized traffic signals, signage, and all other appurtenant work, within the Village's corporate boundaries (the "Project"). The estimated the Total Project Costs, after competitive bidding of the Project, is $6,260,659.00; and

WHEREAS, the State of Illinois, through the IDOT, has agreed to participate and provide the funding for the actual construction costs associated with the Project through the STP Program at a level of 80% of the actual construction cost, but not to exceed an amount equal to $2,800,000.00, in accordance with the terms set forth in the attached LPA Agreement (**Exhibit "A"**); and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of an amount equal to $3,460,659.00, or as much as may be needed to match federal funds from General Corporate Funds or other available lawful funding sources, to pay the Village's portion of all related construction costs for the Project improvements under IDOT Project Number V8AD(050), State Job No. C-91-187-18, MFT Section No. 18-00139-00. The Village anticipates using $1,587,626.00 of Rebuild Illinois Bond Funds and $1,390,683.00 of General Corporate Funds or and/or Motor Fuel Tax Funds and $482,350.00 of Village Sewer and Water Funds to pay its share to complete the Project. The Village further agrees to pay 100% of all related Project construction costs in excess of the $2,800,000.00 STP Program funding threshold for the Project; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached LPA Agreement (**Exhibit "A"**) and to appropriate and authorize the expenditure of its Madison Street / 5th Avenue Tax Increment Financing District Funds for the Project pursuant to its home rule powers and contracting authority provided by Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and finds that entering into the LPA Agreement is in the best interests of the Village and its residents, businesses, property owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Incorporation. Each 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: Approval of Documents. The President and Board of Trustees of the Village Maywood authorize the approval and execution of the Local Public Agency Agreement for Federal Participation (Joint Funding Agreement for State-Let Construction Work) to be entered into with the Illinois Department of Transportation ("IDOT"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees also agree to appropriate and authorize the expenditure of an amount equal to $3,460,659.00, or as much as may be needed to match federal funds from General Corporate Funds or other available lawful funding sources, to pay the Village's share of all related construction costs for the Project improvements under Illinois Department of Transportation Project Number V8AD(050), State Job No. C-91-187-18, MFT Section No. 18-00139-00-PV. Further, the President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees,

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney to execute and deliver the LPA Agreement and to execute and deliver all other Project related instruments and documents that are necessary to fulfill the Village's obligations under the LPA Agreement and to arrange to pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the LPA Agreement. In addition, the Village Board authorizes and directs the Village President and the Village Clerk, or their designees, to execute any updated version of the attached LPA Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the attached Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by IDOT or any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement and for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its approval as required by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me as Village President, and attested to by the Village Clerk, on the 6th day of December, 2022.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

EXHIBIT "A"

Local Public Agency Agreement for Federal Participation
(Joint Funding Agreement for State-Let Construction Work)
Entered Into Between the Village of Maywood and
the Illinois Department of Transportation ("IDOT")

(attached)

Illinois Department of Transportation

Joint Funding Agreement for State-Let Construction Work

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Maywood	Cook	18-00139-00-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	04-10-0025

Construction

State Job Number	Project Number
C-91-187-18	V8AD(050)

☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Washington Boulevard	FAU 1411	0.77 Mi	1.48	2.25

Location Termini: 21st Avenue to 9th Avenue

Current Jurisdiction	Existing Structure Number(s)	
LPA	N/A	Add Location / Remove

PROJECT DESCRIPTION

This work consists of the removal of the existing pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of a 8" ductile iron water main, aggregate base course, hot-mix asphalt (HMA) pavement, pavement marking, restoring disturbed parkways with topsoil and sod, installation of a new lighting system, traffic signals and all other appurtenant work necessary to complete the project.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)
Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share BALANCE divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.

4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
   a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions

2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

3. This agreement shall be binding upon the parties, their successors, and assigns.

4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests**: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program**: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice**: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4. **Project Closeout**: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

5. **Project End Date**: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement.

   Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. Single Audit Requirements: If the **LPA** expends $750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not Included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..

7. **Federal Registration**: **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business Information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/

8. **Required Uniform Reporting**: For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed In the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

   NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Granter agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ ResourceLibrary.aspx)

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Location Map
☒	2.	Division of Cost
☒	3.	Resolution*
☒	4.	GATA Reporting

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Nathaniel George Booker

Title of Official

Village President

Signature | Date

The above signature certifies the agency's TIN number is

366005990 conducting business as a Governmental Entity.

DUNS Number 074381526

UEI NPFADU3GJVG3

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

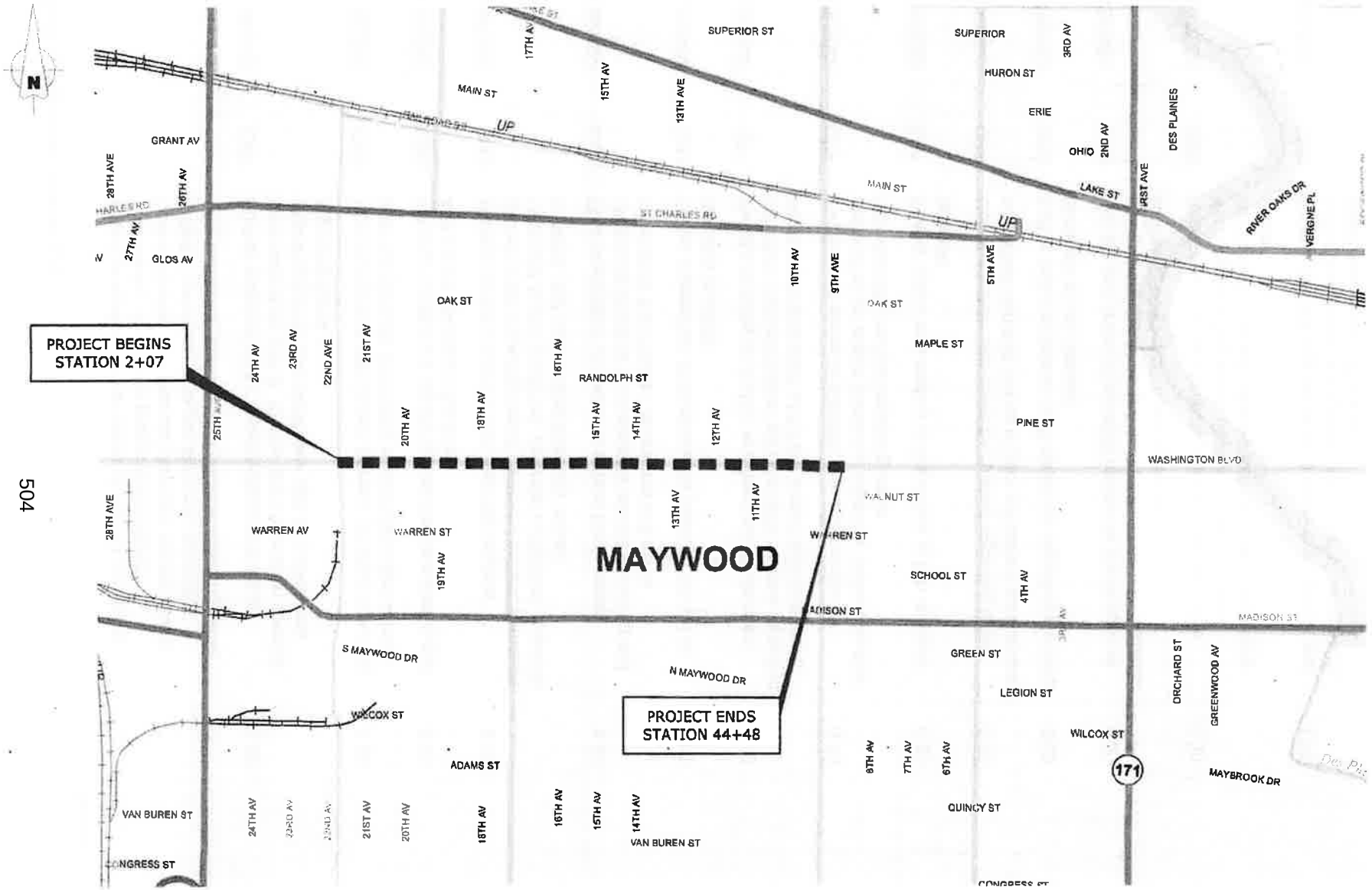
Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Yangsu Kim, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution Form within this Addenda.



LEGEND

- OTHER PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- MAJOR COLLECTOR
- PROPOSED IMPROVEMENTS

LOCATION MAP
WASHINGTON BOULEVARD
VILLAGE OF MAYWOOD

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Maywood	Cook	18-00139-00-PV	C-91-187-18	V8AD(050)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$2,800,000.00	*				Local	$2,679,650.00	BAL	$5,479,650.00
Non-Participating Construction							Local	$482,350.00	100%	$482,350.00
Total		$2,800,000.00		Total			Total	$3,162,000.00		$5,962,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) participation 80% not to exceed $2,800,000
Non-Participating Construction items include but not limited to water main replacement, etc.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

ADDENDA 3 –

LPA APPROPRIATION RESOLUTION

Please attach the completed/signed LPA Appropriation Resolution

Please note that the resolution must be dated before or the same day the agreement is sign

ADDENDA 4

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[x] Yes [ ] No

Resolution Type	Resolution Number	Section Number
Original		18-00139-00-PV

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type)

of Maywood (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Washington Boulevard	0.77	FAU 1411	21st Avenue	9th Avenue

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The work consists of the removal of the existing pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of an 8" ductile iron water main, aggregate base course, hot-mix asphalt (HMA) pavement, pavement markings, restoring disturbed parkways with topsoil and sod, installation of a new lighting system, traffic signals, and all other appurtenant work necessary to complete the project.

2. That there is hereby appropriated the sum of Two Million Nine Hundred Seventy-Eight Thousand Three Hundred Nine Dollars ($2,978,309.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Gwaine Dianne Williams (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type)

of Maywood (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees (Governing Body Type) of Maywood (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?	Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.
Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: - Original would be used when passing a resolution for the first time for this project. - Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. - Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.
Roadway/Street Improvements:	
Name Street/Road	Insert the name of the Street/Road to be improved. For additional locations use the Add button.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route Number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.
Structures:	
Name Street/Road	Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy now on file in my office, entitled:

RESOLUTION NO. R-2022-_____

RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION (JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK) TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS ALONG WASHINGTON BOULEVARD UNDER IDOT PROJECT NUMBER V8AD(050), STATE JOB NO. C-91-187-18, MFT SECTION NO. 18-00139-00-PV

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of December 2022.

SEAL

_____
Gwaine Dianne Williams, Village Clerk

441253_1

OMNIBUS AGENDA ITEM #16.

16. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PHASE III CONSTRUCTION ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD PUBLIC IMPROVEMENT PROJECT (21ST AVENUE TO 9TH AVENUE) AND FOR THE APPROPRIATION AND EXPENDITURE OF CERTAIN VILLAGE FUNDS TO PAY FOR THE ENGINEERING SERVICES, with the Agreement attached as Exhibit "A", with a cover memo dated November 28, 2022 from Village Engineer (Hancock Engineering).

RESOLUTION NO. R-2022-_____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PHASE III CONSTRUCTION ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD PUBLIC IMPROVEMENT PROJECT (21ST AVENUE TO 9TH AVENUE) AND FOR THE APPROPRIATION AND EXPENDITURE OF CERTAIN VILLAGE FUNDS TO PAY FOR THE ENGINEERING SERVICES

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois, a home rule Illinois municipal corporation (the "Village"), desire to hire the Edwin Hancock Engineering Company (the "Engineer") to perform Phase III construction engineering services (the "Engineering Services") associated with the Washington Boulevard Public Improvement Project (the "Project"), as further described in the Scope of Services set forth in the Illinois Department of Transportation ("IDOT") formatted "Local Public Agency Engineering Services Agreement" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The estimated the Total Project Costs, after competitive bidding of the Project, is $6,260,659.00. The estimated total fee for Engineering Services, including all subconsultant engineering work, is $494,898.00; and

WHEREAS, the Project is further described as: the reconstruction of Washington Boulevard Madison Street between 21st Avenue and 9th Avenue, including the removal and replacement of asphalt pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of a 8" ductile iron water main at certain locations, aggregate base course, hot-mix asphalt (HMA) pavement, pavement markings including an on-street bicycle lane , restoring disturbed parkways with topsoil and sod, installation of a new lighting system, modernized traffic signals, signage, and all other appurtenant work, within the Village's corporate boundaries; and

WHEREAS, the State of Illinois, through the IDOT, has agreed to participate and provide the funding for the actual construction costs associated with the Project through the STP Program at a level of 80% of the actual construction cost, but not to exceed an amount equal to $2,800,000.00, in accordance with the terms set forth in the Local Public Agency Agreement for Federal Participation (Joint Funding Agreement for State-Let Construction Work) (the "LPA Agreement"), a copy of which is incorporated herein by reference; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have agreed to appropriate and authorize the expenditure of an amount equal to $3,460,659.00, or as much as may be needed to match federal funds from General Corporate Funds or other available lawful funding sources, to pay the Village's portion of all related construction costs for the Project improvements under IDOT Project Number V8AD(050), State Job No. C-91-187-18, MFT Section No. 18-00139-00. The Village anticipates using $1,587,626.00 of Rebuild Illinois Bond Funds and $1,390,683.00 of General Corporate Funds or and/or Motor Fuel Tax Funds and $482,350.00 of Village Sewer and Water Funds to pay its share to complete the Project. The Village further agrees to pay 100% of all related Project construction costs in excess of the $2,800,000.00 STP Program funding threshold for the Project; and

WHEREAS, the subconsultant services to be performed on behalf of the Engineer for the Project consist of professional testing / engineering services to be performed by Testing Service Corporation (not to exceed cost of $13,200.00); and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement (**Exhibit "A"**) and to approve the expenditure of Village General Corporate Funds, Village Sewer and Water Funds and Motor Fuel Tax funds, or other lawful, eligible funds, to pay for the completion of the Engineering Services for the Project as set forth in the Agreement pursuant to its home rule powers and contracting authority provided by Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and finds that entering into the Agreement is in the best interests of the Village and its residents, businesses, property owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. 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: Approval of Documents. The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PRELIMINARY DESIGN (PHASE II) ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD IMPROVEMENT PROJECT IN MAYWOOD, ILLINOIS" (the "Agreement") (**Exhibit "A"**), and authorize and direct the President and Clerk of the Village of Maywood (or their designees) to execute the final version of the PES Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also agree to appropriate and authorize the expenditure of grant funds received by the Village under the Cook County "Invest-In-Cook Program", its General Funds, or other lawful, eligible funds, to pay an amount not to exceed Eighty-One Thousand Seventy and 97/100 Dollars ($81,070.97) for the performance of the Engineering Services for the Project as set forth in the PES Agreement for the Project.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute the Agreement, and to execute and deliver all other instruments, payments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the attached Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by IDOT or any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement and for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its approval as required by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me as Village President, and attested to by the Village Clerk, on the 6th day of December, 2022.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this ___ day of December,2022.

_____
Gwaine Dianne Williams, Village Clerk

Exhibit "A"

Local Public Agency Engineering Services Agreement
Between The Village Of Maywood And The Edwin Hancock Engineering Company
For Furnishing Of Phase III Construction Engineering Services For The Washington Boulevard Improvement Project (21 St Avenue To 9th Avenue) In Maywood, Illinois

(attached)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. R-2022- _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PHASE III CONSTRUCTION ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD PUBLIC IMPROVEMENT PROJECT (21ST AVENUE TO 9TH AVENUE) AND FOR THE APPROPRIATION AND EXPENDITURE OF CERTAIN VILLAGE FUNDS TO PAY FOR THE ENGINEERING SERVICES

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of December, 2022.

SEAL

_____
Gwaine Dianne Williams, Village Clerk

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal CE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Maywood	Cook	18-00139-00-PV	C-91-187-18

Project Number	Contact Name	Phone Number	Email
V8AD(050)	John West	(708) 450-6300	jwest2@maywood-il.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Washington Boulevard	FAU 1411	0.77 Mi.	

Location Termini: 21st Avenue to 9th Avenue

Add Location / Remove Location

Project Description:

This work consists of the removal of the existing pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of a 8" ductile iron water main, aggregate base course, hot-mix asphalt (HMA) pavement, pavement marking, restoring disturbed parkways with topsoil and sod, installation of a new lighting system, traffic signals and all other appurtenant work necessary to complete the project.

Engineering Funding: ☒ Federal ☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding: ☒ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Edwin Hancock Engineering	Bill Peterhansen	(708) 865-0300	bpeterhansen@ehancock.com

Address	City	State	Zip Code
9933 Roosevelt Road	Westchester	IL	60154

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor | Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☒ Exhibit E: BC 775/776
- ☒ Exhibit F: TSC Proposal for Matl. Testing
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
    (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
    (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
   (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

   ☐ Lump Sum

   ☐ Specific Rate

   ☒ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:

   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

   Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

   The Fixed Fee cannot exceed 15% of the DL + OH.

   Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.
6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide by the terms of the statement; and

(b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's or contractor's policy to maintain a drug free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Edwin Hancock Engineering	36-1185970	$481,698.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Testing Service Corporation	350-93-7582	$13,200.00
	Subconsultant Total	$13,200.00
	Prime Consultant Total	$481,698.00
	Total for all work	$494,898.00

AGREEMENT SIGNATURES

Attest:

The Local Public Agency Type: Village of Local Public Agency: Maywood

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Maywood

Local Public Agency Type: Village Clerk

Title: Village President

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: Edwin Hancock Engineering

By (Signature & Date)

By (Signature & Date)

Title: Vice President

Title: President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Maywood	Edwin Hancock Engineering	Cook	18-00139-00-PV

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
b. Checking of shop and equipment drawings.
c. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain sample and perform testing as noted below.
d. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
h. Providing line-and-grade staking.
i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
j. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.
k. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
l. Maintaining a daily record of the contractors activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
m. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
n. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
o. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
p. Revision of contract drawings to reflect as built conditions.
q. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
r. Performing final inspection of all improvements.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Maywood	Edwin Hancock Engineering	Cook	18-00139-00-PV

EXHIBIT B
PROJECT SCHEDULE

The project is scheduled for the November 2022 letting and construction is slated to begin in Spring of 2023. Construction will take approximately nine months to complete We anticipate that all paperwork and the final pay estimate will be completed by October 14, 2024.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Maywood	Edwin Hancock Engineering	Cook	18-00139-00-PV

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal July 7, 2022

Method(s) used for advertisement and dates of advertisement

Ad placed in Chicago Sun Times on June 21, 2022

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Project Understanding	25%
Technical Approach	25%
Staff Capabilities/Qaulifications of Firm	20%
Firm Experience/Past Performance	20%
Proximity/Local Presence	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

Director of Public Works, Director of Finance, Interim Village Manager

Top three consultants ranked for this project in order	
1	Edwin Hancock Engineering Co.
2	Civiltech Engineering, Inc.
3	GSW Consultants, Inc.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☐
15	Existing relationship used in lieu of QBS process?	☐	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Maywood	Edwin Hancock Engineering	Cook	18-00139-00-PV

16	LPA is a home rule community (Exempt from QBS).	☐	☐

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Maywood	Cook	18-00139-00-PV
Prime Consultant (Firm) Name	**Prepared By**	**Date**
Edwin Hancock Engineering Company	William Peterhansen	7/28/2022
Consultant / Subconsultant Name	**Job Number**	
Edwin Hancock Engineering Company	C-91-187-18	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	21	MONTHS
START DATE	1/15/2023	
RAISE DATE	3/1/2023	
END DATE	10/14/2024	

OVERHEAD RATE	110.42%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/15/2023	3/1/2023	2	9.52%
1	3/2/2023	3/1/2024	12	58.29%
2	3/2/2024	10/1/2024	7	34.68%

The total escalation = 2.49%

528

Local Public Agency	County	Section Number
Maywood	Cook	18-00139-00-PV

Consultant / Subconsultant Name	Job Number
Edwin Hancock Engineering Company	C-91-187-18

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	2.49%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	$65.02	$66.64
Engineer V	$58.21	$59.66
Engineer IV	$43.90	$44.99
Engineer III	$37.26	$38.19
Engineer II	$33.77	$34.61
Engineer 1	$31.78	$32.57
Eng. Tech V	$42.55	$43.61
Eng. Tech IV	$37.60	$38.54

Local Public Agency	County	Section Number
Maywood	Cook	18-00139-00-PV

Consultant / Subconsultant Name	Job Number
Edwin Hancock Engineering Company	C-91-187-18

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Testing Service Corporation		

Local Public Agency
Maywood

County
Cook

Section Number
18-00139-00-PV

Consultant / Subconsultant Name
Edwin Hancock Engineering Company

Job Number
C-91-187-18

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	$0.00

Local Public Agency
Maywood

County
Cook

Section Number
18-00139-00-PV

Consultant / Subconsultant Name
Edwin Hancock Engineering Company

Job Number
C-91-187-18

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 110.42%

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management	480	31,212	34,464	$0.00	9,851		75,527	15.28%
Construction Layout	320	11,574	12,780		3,653		28,007	5.67%
Project Inspection	2725	98,234	108,470		31,006		237,710	48.08%
Documentation	665	23,232	25,653		7,333		56,218	11.37%
Project Closeout	440	16,395	18,103		5,175		39,673	8.02%
Material Testing		-	-		-	13,200	13,200	2.67%
Cut Sheet Review	110	6,198	6,843		1,956		14,997	3.03%
Utility Coordination	150	5,676	6,267		1,791		13,734	2.78%
Preconstruction Activities	170	6,327	6,986		1,997		15,310	3.10%
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		-	-		-		-	
Subconsultant DL					0		-	0.00%
TOTALS	5060	198,848	219,566	-	62,762	13,200	494,376	100.00%

418,414

532

BLR 05514 (Rev. 05/27/22)
COST EST

The subconsultant fee has been adjusted due to 15% fixed

Local Public Agency
Maywood

County
Cook

Section Number
18-00139-00-PV

Consultant / Subconsultant Name
Edwin Hancock Engineering Company

Job Number
C-91-187-18

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Construction Layout			Project Inspection			Documentation			Project Closeout		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	66.64	450.0	8.89%	5.93	390	81.25%	54.14												
Engineer V	59.66	120.0	2.37%	1.41	80	16.67%	9.94												
Engineer IV	44.99	10.0	0.20%	0.09	10	2.08%	0.94												
Engineer III	38.19	2,305.0	45.55%	17.40				120	37.50%	14.32	1560	57.25%	21.86	195	29.32%	11.20	240	54.55%	20.83
Engineer II	34.61	0.0																	
Engineer 1	32.57	1,775.0	35.08%	11.43				120	37.50%	12.21	1045	38.35%	12.49	390	58.65%	19.10	80	18.18%	5.92
Eng. Tech V	43.61	0.0																	
Eng. Tech IV	38.54	400.0	7.91%	3.05				80	25.00%	9.63	120	4.40%	1.70	80	12.03%	4.64	120	27.27%	10.51
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TOTALS		5060.0	100%	$39.30	480.0	100.00%	$65.02	320.0	100%	$36.17	2725.0	100%	$36.05	665.0	100%	$34.94	440.0	100%	$37.26

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Local Public Agency
Maywood

County
Cook

Section Number
18-00139-00-PV

Consultant / Subconsultant Name
Edwin Hancock Engineering Company

Job Number
C-91-187-18

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Material Testing			Cut Sheet Review			Utility Coordination			Preconstruction Activities								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	66.64				40	36.36%	24.23	10	6.67%	4.44	10	5.88%	3.92						
Engineer V	59.66				40	36.36%	21.69												
Engineer IV	44.99																		
Engineer III	38.19				30	27.27%	10.41	80	53.33%	20.37	80	47.06%	17.97						
Engineer II	34.61																		
Engineer 1	32.57							60	40.00%	13.03	80	47.06%	15.33						
Eng. Tech V	43.61																		
Eng. Tech IV	38.54																		
TOTALS		0.0	0%	$0.00	110.0	100%	$56.34	150.0	100%	$37.84	170.0	100%	$37.22	0.0	0%	$0.00	0.0	0%	$0.00

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Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Regional Engineer: Jose Rios

Department of Transportation

Address: 201 West Center Court

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: 61J02 | District: 1 | Letting Date: 11/18/22

Municipality: Maywood

Route: FAU 1411 | County: Cook

Project Number: V8AD(050) | Job Number: C-91-187-18

Section Number: 18-00139-00-PV

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency) | Date

Title: Director of Public Works

Applicants Name: Alex Alejandro

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number: 19-15685

I am a registered professional engineering in the State of Illinois with a degree in Civil Engineering from the University of Illinois. I have 15 years experience serving as a resident construction inspector for municipal projects that have been administered by IDOT and local agencies. I have been serving as the Resident Supervisor or projects for the past ten years.

Signature of Applicant | Date

Job Title of Applicant: Engineer V

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature | Date Approved

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Illinois Department of Transportation

Local Public Agency Construction Inspector

Regional Engineer: Joes Rios

Department of Transportation

Address: 201 West Center Court

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: 61J02 | District: 1 | Letting Date: 11/18/22

Municipality: Maywood

Route: FAU 1411 | County: Cook

Project Number: V8AD(050) | Job Number: C-91-187-18

Section Number: 18-00139-00-PV

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor | Date

Applicants Name: Thomas Gromada

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 21-18519.

I have a degree in Civil Engineering from the University of Illinois Chicago. I have 8 years of experience serving as a resident construction inspector for municipal projects that have been administered by IDOT and local agencies.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775 | Date

TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600

July 22, 2022

Mr. William O. Peterhansen, P.E.
Edwin Hancock Engineering Company
9933 Roosevelt Road
Westchester, IL 60154-2749

RE: P.N. 69,369
Construction Material Engineering
Washington Boulevard - FAU 1441
Maywood, IL

Dear Mr. Peterhansen, P.E.:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Material Engineering for the referenced project. The broad objectives of our work will be to conduct and interpret tests, and to report our findings as directed by Edwin Hancock Engineering Company.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
  - Observe proof-rolling operations.
  - Recommend amount of undercut using IDOT cone penetrometer procedure.
  - Perform in-place density tests on engineered fill/backfill and granular base course.
  - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
  - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
  - Pickup samples in the field for laboratory tests.

- **Bituminous Concrete Batch Plant Quality Control Services**
  - Daily hot bin and extraction analysis.
  - Sampling and testing of stockpile materials.
  - Check and adjust mixing formulas, as necessary.
  - Check temperatures of bitumen, drum and final mix.
  - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
  - Other tests as required by current IDOT procedures guide.

- **Portland Cement Concrete Batch Plant Quality Control Services**
  - Verify that current IDOT mix design is being used.
  - Check moisture content of fine aggregate.
  - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
  - Check the slump, air and temperature of final mix.
  - Other tests, as required by current IDOT procedure guide.
- **Laboratory**
  - Perform laboratory compaction curve for each soil type used.
  - Determine density and thickness for core samples submitted by contractor.
  - Aggregate gradation and soundness analysis.
  - Perform compressive and flexural strength tests for concrete cylinders and beams.
  - Other tests, as required.

- **QA Manager Services**
  - Review test results performed by our technicians in accordance with IDOT specification.
  - Monitor and schedule site visits to test 20% of the total quantities for HMA and PCC mixes.
  - Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation, and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Thirteen Thousand Two Hundred Dollars ($13,200.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Edwin Hancock Engineering Company and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather and contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2022.

The Services performed by TSC under this proposal are now subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

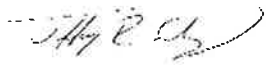
Mr. William O. Peterhansen, P.E.
Edwin Hancock Engineering Company
9933 Roosevelt Road
Westchester, IL 60154-2749
Tel: (708) 865-0300
Email: bpeterhansen@ehancock.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION



Jeffrey Schmitz, P.E.
Project Engineer

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

_____
(NAME)

_____
(TITLE)

_____
(DATE)

SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING SERVICES

ITEM I FIELD SERVICES

A.	Material Tester I	Per Hour:	$ 112.00
B.	Material Tester II	Per Hour:	$ 115.00
C.	Transportation, Light Vehicle	Per Trip:	$ 55.00

The time is portal-to-portal from the office servicing the project.
Increase hourly rate by 1.5 for over 8.0 hours per day on Saturday.
Increase hourly rate by 1.7 for Sunday or Holiday work.
The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

D.	Use of Nuclear Moisture/Density Gauge	Per Day:	$ 50.00
E.	Pickup Concrete Test Samples		
	1. Fewer than 20 Cylinders at Grade Level	Per Trip:	$ 100.00
	2. 20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beams	Per Trip:	$ 150.00
F.	Structural Steel Test Equipment		
	1. Ultrasonic Flaw Detector	Per Day:	$ 50.00
	2. Magnetic Particle Yoke	Per Day:	$ 35.00
G.	Fire-Proofing		
	1. Cohesion Test Supplies	Per Day:	$ 60.00
	2. Density Test	Each:	$ 45.00

ITEM II LABORATORY SERVICES

A. Soils

1.	Compaction Curve to establish the Maximum Dry Unit weight and optimum water content		
	a. Modified (AASHTO T180, ASTM D1557)	Each:	$ 210.00
	b. Standard (AASHTO T99, ASTM D698)	Each:	$ 200.00
	c. Add for Methods B, C, or D	Each:	$ 20.00

2. Thin-Walled Tube Samples			
a. Combined Water Content & Dry Unit Weight Determination	Each:	$	20.00
b. Unconfined Compressive Strength	Each:	$	20.00
B. Portland Cement Concrete/Aggregates			
1. Concrete Test Cylinders (4"x8")			
a. Compressive Strength	Each:	$	16.00
b. Spares/Handling Charge	Each:	$	16.00
c. Trim End of Specimen When Necessary	Additional:	$	10.00
2. Concrete Test Cylinders (6"x12")			
a. Compressive Strength	Each:	$	19.00
b. Spares/Handling Charge	Each:	$	19.00
c. Trim End of Specimen When Necessary	Additional:	$	10.00
3. Concrete Beams for Flexural Strength Testing	Each:	$	50.00
4. Mortar Cubes			
a. Compressive Strength	Each:	$	19.00
b. 2" Cube Mold	Per Day:	$	8.00
5. Contractor Made Cylinders	Each:	$	30.00
a. Trim End of Specimen When Necessary	Additional:	$	10.00
6. Evaluation of Mortars for Plain & Reinforced Masonry			
a. Pre-Construction	Each:	$	350.00
b. Cement/Aggregate Ratio	Each:	$	50.00
7. Masonry Block Prisms	Each:	$	50.00
8. Sieve Analysis			
a. Washed w/200 Sieve	Each:	$	100.00
b. Unwashed	Each:	$	75.00
C. Bituminous Concrete			
1. Extraction Analysis			
a. Unwashed	Each:	$	210.00
b. Washed	Each:	$	230.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	$	210.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	$	100.00

4. Determining Asphalt Content by Ignition Oven:	Each: $	112.00
5. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each: $	200.00
6. Bulk Density of Core Specimens	Each: $	50.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour: $	200.00
B. Registered Professional Engineer	Per Hour: $	175.00
C. Graduate Civil Engineer	Per Hour: $	160.00
D. Daily Engineering Services	Per Hour: $	160.00
E. Transportation		
1. Light Vehicle	Trip Charge: $	55.00
2. Light Vehicle (Over 100 miles round trip)	Per Mile: $	0.60
3. Public Transportation	Cost + 10%	

The above rates are valid through December 31, 2022.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on our current cost structure.

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	40	112.00	$ 4,480.00
2	Material Tester I (Overtime)	Hour		168.00	$ 0.00
3	Travel, Light Vehicle	Trip	10	55.00	$ 550.00
4	Pickup Test Samples	Each	10	100.00	$ 1,000.00
5	Concrete Test Cylinders (6" x 12")	Each	40	19.00	$ 760.00
6	Concrete Test Cylinders (4" x 8")	Each		16.00	$ 0.00
7	Sieve Analysis, Aggregate	Each		100.00	$ 0.00
				Subtotal	$ 6,790.00

Estimate Basis – Ten site visits to test and sample concrete placed for pavement/driveways (2 trips), sidewalks (2 trips), Handholes (1 trip), foundations (2 trips), and combination curb and gutter (3 trips).

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	20	112.00	$ 2,240.00
2	Material Tester I (Overtime)	Hour		168.00	$ 0.00
3	Travel, Light Vehicle	Trip	6	55.00	$ 330.00
4	Pickup Test Samples	Each		100.00	$ 0.00
5	Nuclear Moisture Density Gauge	Day	4	50.00	$ 200.00
6	Bituminous Concrete Extraction Analysis	Each		210.00	$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		210.00	$ 0.00
8	Density of Core Samples	Each	20	50.00	$ 1,000.00
				Subtotal	$ 3,770.00

Estimate Basis – Four site visits to monitor the compaction of HMA mixes placed for binder (2 trips) and surface (2 trips) courses.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	15	175.00	$ 2,625.00
2	QA Manager	Hour		160.00	$ 0.00
				Subtotal	$ 2,625.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: $ 13,185.00

RECOMMENDED BUDGET: $ 13,200.00

HANCOCK ENGINEERING

Standard Terms and Conditions

For purposes of this Agreement, the Subconsultant shall be defined as: Testing Service Corporation.

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering's, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT

Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - $2,000,000 per claim/aggregate
- General Liability –
    1. 1,000,000 Each Occurrence – Bodily Injury
    2. 1,000,000 Each Occurrence – Property Damage
    3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - $1,000,000 Per Person/Per Occurrence
- Employer's Liability - $500,000 Each
- Worker's Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

IMPORTANT NOTES: _____

_____

_____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

RESOLUTION NO. R-2022-_____

RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION (JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK) TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE CONSTRUCTION OF THE CERTAIN STREET IMPROVEMENTS ALONG WASHINGTON BOULEVARD UNDER IDOT PROJECT NUMBER V8AD(050), STATE JOB NO. C-91-187-18, MFT SECTION NO. 18-00139-00-PV

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois, a home rule Illinois municipal corporation, desire to participate in the Illinois Department of Transportation's ("IDOT") Surface Transportation Program ("STP Program") for the purpose of funding a portion of the certain construction work related to the reconstruction of Washington Boulevard between 21st Avenue and 9th Avenue in accordance with the terms set forth in the Local Public Agency Agreement for Federal Participation (Joint Funding Agreement for State-Let Construction Work) (the "LPA Agreement"), a copy of which is attached hereto and made a part hereof as **Exhibit "A"**; and

WHEREAS, the improvements to be constructed under the LPA Agreement (**Exhibit "A"**) consist of the reconstruction of Washington Boulevard Madison Street between 21st Avenue and 9th Avenue, including the removal and replacement of asphalt pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of a 8" ductile iron water main at certain locations, aggregate base course, hot-mix asphalt (HMA) pavement, pavement markings including an on-street bicycle lane , restoring disturbed parkways with topsoil and sod, installation of a new lighting system, modernized traffic signals, signage, and all other appurtenant work, within the Village's corporate boundaries (the "Project"). The estimated the Total Project Costs, after competitive bidding of the Project, is $6,260,659.00; and

WHEREAS, the State of Illinois, through the IDOT, has agreed to participate and provide the funding for the actual construction costs associated with the Project through the STP Program at a level of 80% of the actual construction cost, but not to exceed an amount equal to $2,800,000.00, in accordance with the terms set forth in the attached LPA Agreement (**Exhibit "A"**); and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of an amount equal to $3,460,659.00, or as much as may be needed to match federal funds from General Corporate Funds or other available lawful funding sources, to pay the Village's portion of all related construction costs for the Project improvements under IDOT Project Number V8AD(050), State Job No. C-91-187-18, MFT Section No. 18-00139-00. The Village anticipates using $1,587,626.00 of Rebuild Illinois Bond Funds and $1,390,683.00 of General Corporate Funds or and/or Motor Fuel Tax Funds and $482,350.00 of Village Sewer and Water Funds to pay its share to complete the Project. The Village further agrees to pay 100% of all related Project construction costs in excess of the $2,800,000.00 STP Program funding threshold for the Project; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached LPA Agreement (**Exhibit "A"**) and to appropriate and authorize the expenditure of its Madison Street / 5th Avenue Tax Increment Financing District Funds for the Project pursuant to its home rule powers and contracting authority provided by Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and finds that entering into the LPA Agreement is in the best interests of the Village and its residents, businesses, property owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: **Incorporation.** Each 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: Approval of Documents. The President and Board of Trustees of the Village Maywood authorize the approval and execution of the Local Public Agency Agreement for Federal Participation (Joint Funding Agreement for State-Let Construction Work) to be entered into with the Illinois Department of Transportation ("IDOT"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees also agree to appropriate and authorize the expenditure of an amount equal to $3,460,659.00, or as much as may be needed to match federal funds from General Corporate Funds, Rebuild Illinois Bond Funds, Motor Fuel Tax Funds, Village Sewer and Water Funds or other available, lawful, eligible funds, to pay the Village's share of all related construction costs for the Project improvements under Illinois Department of Transportation Project Number V8AD(050), State Job No. C-91-187-18, MFT Section No. 18-00139-00-PV. Further, the President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees,

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney to execute and deliver the LPA Agreement and to execute and deliver all other Project related instruments and documents that are necessary to fulfill the Village's obligations under the LPA Agreement and to arrange to pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the LPA Agreement. In addition, the Village Board authorizes and directs the Village President and the Village Clerk, or their designees, to execute any updated version of the attached LPA Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the attached Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by IDOT or any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement and for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its approval as required by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me as Village President, and attested to by the Village Clerk, on the 6th day of December, 2022.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

EXHIBIT "A"

Local Public Agency Agreement for Federal Participation
(Joint Funding Agreement for State-Let Construction Work)
Entered Into Between the Village of Maywood and
the Illinois Department of Transportation ("IDOT")

(attached)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy now on file in my office, entitled:

RESOLUTION NO. R-2022-_____

RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION (JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK) TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS ALONG WASHINGTON BOULEVARD UNDER IDOT PROJECT NUMBER V8AD(050), STATE JOB NO. C-91-187-18, MFT SECTION NO. 18-00139-00-PV

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of December 2022.

SEAL

_____
Gwaine Dianne Williams, Village Clerk

RESOLUTION NO. R-2022-_____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PHASE III CONSTRUCTION ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD PUBLIC IMPROVEMENT PROJECT (21ST AVENUE TO 9TH AVENUE) AND FOR THE APPROPRIATION AND EXPENDITURE OF CERTAIN VILLAGE FUNDS TO PAY FOR THE ENGINEERING SERVICES

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois, a home rule Illinois municipal corporation (the "Village"), desire to hire the Edwin Hancock Engineering Company (the "Engineer") to perform Phase III construction engineering services (the "Engineering Services") associated with the Washington Boulevard Public Improvement Project (the "Project"), as further described in the Scope of Services set forth in the Illinois Department of Transportation ("IDOT") formatted "Local Public Agency Engineering Services Agreement" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The estimated the Total Project Costs, after competitive bidding of the Project, is $6,260,659.00. The estimated total fee for Engineering Services, including all subconsultant engineering work, is $494,898.00; and

WHEREAS, the Project is further described as: the reconstruction of Washington Boulevard Madison Street between 21st Avenue and 9th Avenue, including the removal and replacement of asphalt pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of a 8" ductile iron water main at certain locations, aggregate base course, hot-mix asphalt (HMA) pavement, pavement markings including an on-street bicycle lane , restoring disturbed parkways with topsoil and sod, installation of a new lighting system, modernized traffic signals, signage, and all other appurtenant work, within the Village's corporate boundaries; and

WHEREAS, the State of Illinois, through the IDOT, has agreed to participate and provide the funding for the actual construction costs associated with the Project through the STP Program at a level of 80% of the actual construction cost, but not to exceed an amount equal to $2,800,000.00, in accordance with the terms set forth in the Local Public Agency Agreement for Federal Participation (Joint Funding Agreement for State-Let Construction Work) (the "LPA Agreement"), a copy of which is incorporated herein by reference; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have agreed to appropriate and authorize the expenditure of an amount equal to $3,460,659.00, or as much as may be needed to match federal funds from General Corporate Funds or other available lawful funding sources, to pay the Village's portion of all related construction costs for the Project improvements under IDOT Project Number V8AD(050), State Job No. C-91-187-18, MFT Section No. 18-00139-00. The Village anticipates using $1,587,626.00 of Rebuild Illinois Bond Funds and $1,390,683.00 of General Corporate Funds or and/or Motor Fuel Tax Funds and $482,350.00 of Village Sewer and Water Funds to pay its share to complete the Project. The Village further agrees to pay 100% of all related Project construction costs in excess of the $2,800,000.00 STP Program funding threshold for the Project; and

WHEREAS, the subconsultant services to be performed on behalf of the Engineer for the Project consist of professional testing / engineering services to be performed by Testing Service Corporation (not to exceed cost of $13,200.00); and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement (**Exhibit "A**") and to approve the expenditure of Village General Corporate Funds, Village Sewer and Water Funds and Motor Fuel Tax funds, or other lawful, eligible funds, to pay for the completion of the Engineering Services for the Project as set forth in the Agreement pursuant to its home rule powers and contracting authority provided by Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and finds that entering into the Agreement is in the best interests of the Village and its residents, businesses, property owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. 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: Approval of Documents. The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PRELIMINARY DESIGN (PHASE II) ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD IMPROVEMENT PROJECT IN MAYWOOD, ILLINOIS" (the "Agreement") (**Exhibit "A"**), and authorize and direct the President and Clerk of the Village of Maywood (or their designees) to execute the final version of the PES Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also agree to appropriate and authorize the expenditure of its General Corporate Funds, Rebuild Illinois Bond Funds, Motor Fuel Tax Funds, Village Sewer and Water or other available, lawful, eligible funds, to pay an amount not to exceed $494,898.00 for the performance of the Engineering Services for the Project as set forth in the Agreement for the Project.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute the Agreement, and to execute and deliver all other instruments, payments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the attached Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by IDOT or any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement and for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its approval as required by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me as Village President, and attested to by the Village Clerk, on the 6th day of December, 2022.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this ___ day of December,2022.

_____
Gwaine Dianne Williams, Village Clerk

Exhibit "A"

Local Public Agency Engineering Services Agreement
Between The Village Of Maywood And The Edwin Hancock Engineering Company
For Furnishing Of Phase III Construction Engineering Services For The Washington Boulevard Improvement Project (21 St Avenue To 9th Avenue) In Maywood, Illinois

(attached)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. R-2022- _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PHASE III CONSTRUCTION ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD PUBLIC IMPROVEMENT PROJECT (21ST AVENUE TO 9TH AVENUE) AND FOR THE APPROPRIATION AND EXPENDITURE OF CERTAIN VILLAGE FUNDS TO PAY FOR THE ENGINEERING SERVICES

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of December, 2022.

SEAL

_____
Gwaine Dianne Williams, Village Clerk

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MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **November 30, 2022**
RE: **Updates to Traffic Code Ordinance**
No Parking / No Truck Parking Signs at 611 St. Charles Road

Per the direction of Acting Village Manager James Krischke, I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

> ORDINANCE AMENDING SUBSECTION A (NO PARKING AT ANY TIME) OF SCHEDULE III (NO PARKING ZONES) OF CHAPTER 76 (PARKING SCHEDULES) OF TITLE VII (TRAFFIC CODE) OF THE MAYWOOD VILLAGE CODE (Signs Authorized: (Signs Authorized: No Truck Parking Signs Along North Side of St. Charles Road From the West Right-of-Way Line of South 5th Avenue to the East Right-of-Way Line of South 7th Avenue)

The enclosed draft Code Amendment Ordinance (new text is marked with underlining; deletions to existing text marked using strikethrough) implements the recommendation of the Community Policing and Public Safety Committee, which reviewed this matter at its October 2022 and November 2022 meetings.

If there are any questions, please contact me.

Mike

Enclosure
cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)
James Krischke, Acting Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Theodore Yancy, Acting Chief of Police (w/encl.)

Draft 11.30.2022 **(new text is underlined; deleted existing text is stricken-out)**

ORDINANCE NO. CO-2022-_____

AN ORDINANCE AMENDING SUBSECTION A (NO PARKING AT ANY TIME) OF SCHEDULE III (NO PARKING ZONES) OF CHAPTER 76 (PARKING SCHEDULES) OF TITLE VII (TRAFFIC CODE) OF THE MAYWOOD VILLAGE CODE (Signs Authorized: No Truck Parking Signs Along North Side of St. Charles Road From the West Right-of-Way Line of South 5th Avenue to the East Right-of-Way Line of South 7th Avenue)

WHEREAS, the Village of Maywood (the "Village") is a home rule unit pursuant to the provisions of Section 6(a) (Powers of Home Rule Units) of Article VII (Local Government) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 11-1-1 of the Illinois Municipal Code (65 ILCS 5/11-1-1) grants to municipalities the authority to pass and enforce all necessary police ordinances. Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2) grants municipalities the authority to regulate the use of streets within the Village. Section 11-208 of the Illinois Vehicle Code (625 ILCS 5/11-208) authorizes local authorities within the State to restrict the use of highways as authorized in Chapter 15 of the Vehicle Code; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to make certain amendments to Subsection A (No Parking At Any Time) of Schedule III (No Parking Zones) of Chapter 76 (Parking Schedules) of Title 7 (Traffic) of the Maywood Village Code concerning the adoption, posting and enforcement of certain on-street parking regulations at 611 St. Charles Road to provide for "No Truck Parking" Signs to enhance vehicle driver and pedestrian safety by reducing the sight-line visibility issues along St. Charles Road due to existing on-street parking of trucks immediately adjacent to and abutting the north side of St. Charles Road adjacent to the 611 St. Charles Road property (the "Code Amendments") as follows:

A. No Truck Parking Signs: From the West Right-of-Way Line of South 5th Avenue to the East Right-of-Way Line of South 7th Avenue.

; and

WHEREAS, at its October 2022 and November 2022 public meetings, the Community Policing and Public Safety Committee reviewed the proposed Code Amendments and received input from Village staff and provided an opportunity for input from the public, and then favorably recommended the Code Amendments to the President and Board of Trustees of the Village; and

WHEREAS, pursuant to its home rule authority granted under Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Illinois Constitution of 1970, and the authority granted under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/) and the Illinois Vehicle Code (625 ILCS 5/15), the Village President and Board of Trustees find that adopting the Code Amendments set forth below is in the best interests of the Village, the Village residents, business owners, property owners and the public.

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: Subsection A (No Parking At Any Time) of Schedule III (No Parking Zones) of Chapter 76 (Parking Schedules) of Title VII (Traffic Code) of the Maywood Village Code is amended to add the following regulations in their appropriate place within the existing Chart as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

STREET	***SIDE***	***LOCATION***
St. Charles Road	North	From the West Right-of-Way Line of South 5th Avenue to the East Right-of-Way Line of South 7th Avenue

SECTION 3: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is severable and, if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

SECTION 7: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED by me this 6th day of December, 2022 and attested by the Village Clerk that same day.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this ___ day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2022-_____

AN ORDINANCE AMENDING SUBSECTION A (NO PARKING AT ANY TIME) OF SCHEDULE III (NO PARKING ZONES) OF CHAPTER 76 (PARKING SCHEDULES) OF TITLE VII (TRAFFIC CODE) OF THE MAYWOOD VILLAGE CODE (Signs Authorized: No Truck Parking Signs Along North Side of St. Charles Road From the West Right-of-Way Line of South 5th Avenue to the East Right-of-Way Line of South 7th Avenue)

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 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

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MEMORANDUM

To: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
From: **Michael A. Marrs and Daniel W. Bourgault**
Date: **November 30, 2022**
Re: **Ordinance Granting Village Manager Authority to Approve Reductions and Waivers of Village Liens Up To $25,000.00**

Per the direction of Mayor Booker and the Village Board of Trustees, I have enclosed the following document for your review, consideration and action at an upcoming Committee of the Whole Meeting and Village Board Meeting:

> AN ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 30 (VILLAGE ADMINISTRATION), SECTION 30.04 (VILLAGE MANAGER) OF THE MAYWOOD VILLAGE CODE TO GRANT THE VILLAGE MANAGER LIMITED AUTHORITY TO APPROVE REDUCTIONS AND WAIVERS OF VILLAGE REAL PROPERTY LIENS

The attached Ordinance amends Section 30.04 (Village Manager) of Chapter 30 (Village Administration) of Title III (Administration) of the Village Code to add a new subsection (E)(15) and edit the text of subsection (E)(14) to grant the Village Manager the ability to approve reductions and waivers of Village liens filed against real estate of up to $25,000.00 in order to allow real estate transactions to proceed.

If there are any questions, please contact us.

Michael Marrs

Enclosure
cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)
James Krischke, Acting Village Manager (w/ encl.)
Michael T. Jurusik, Village Attorney (w/ encl.)

ORDINANCE NO. CO-2022-_____

AN ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 30 (VILLAGE ADMINISTRATION), SECTION 30.04 (VILLAGE MANAGER) OF THE MAYWOOD VILLAGE CODE TO GRANT THE VILLAGE MANAGER LIMITED AUTHORITY TO APPROVE REDUCTIONS AND WAIVERS OF VILLAGE REAL PROPERTY LIENS

WHEREAS, the Village of Maywood (the "Village") is a home rule unit pursuant to the provisions of Article VII, Section 6(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village has adopted the statutory manager form of government pursuant to referendum, and the President and Board of Trustees of the Village ("Board of Trustees"), in accordance with Section 5-3-7 of the Illinois Municipal Code, have appointed a Village Manager who is responsible for the administration of the municipal government (65 ILCS 5/5-3-7); and

WHEREAS, pursuant to Section 5-3-7 of the Illinois Municipal Code and Section 30.04(E) of the Maywood Village Code (the "Village Code"), the Village Manager is responsible for the proper administration of all affairs of the Village, including the management and control of all matters and things pertaining to the operation and maintenance of the properties of the Village; and

WHEREAS, Section 5-3-7(8) of the Illinois Municipal Code (65 ILCS 5/5-3-7(8)) grants the Board of Trustees the power to impose additional duties on the Village Manager; and

WHEREAS, the Board of Trustees find that investment in real estate within the Village benefits the Village and that it is in the best interests of the Village to encourage the sale and transfer of real estate within its boundaries; and

WHEREAS, the existence of liens on a parcel of real property dissuades lenders from financing real estate purchases and acts as a hinderance in the transfer and sale of real estate; and

WHEREAS, the Board of Trustees desires to make certain amendments to Section 30.04 (Village Manager) of Chapter 30 (Village Administration) of Title III (Administration) of the Maywood Village Code to add a subsection granting the Village Manager the authority to approve waivers of Village Real Property Liens of up to $25,000.00, as set forth below; and

WHEREAS, pursuant to the home rule powers and statutory authority set forth in applicable provisions of the Illinois Municipal Code and Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the Board of Trustees of the Village finds that it is in the best interests of the health, welfare and safety of the Village, its residents, property owners, business owners and the public to approve the Code Amendments as set forth below in this Ordinance.

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: Subsection E (Powers and Duties) of Section 30.04 (Village Manager) of Chapter 30 (Village Administration) of Title III (Administration) of the Maywood Village Code is amended to add a

subsection (15), to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using ~~strikethrough~~):

"§ 30.04 VILLAGE MANAGER.

(E) *Powers and Duties.* The Village Manager shall be the chief administrative officer of the Village. He or she shall be responsible to the Board for the proper administration of all affairs of the Village. As such administrative officer, he or she shall have the management and control of all matters and things pertaining to the operation and maintenance of the properties of the Village and of all departments of the Village, including the Department of Public Works, the Fire Department, the Police Department, the Community Development Department, the Building and Code Enforcement Department, and the Department of Finance and the general offices of the Village. He or she shall also have supervision of such other agencies, departments and offices as may be created by the Board, unless the management and control of such departments and offices is expressly delegated elsewhere. Specifically, but not in limitation of the above, he or she shall have the following additional powers and duties:

...

(14) ~~They shall perform such other duties as may be required of him by the Board consistent with the Village ordinances and the statutes of the state.~~ In his or her sole discretion and where deemed necessary or advisable in order to facilitate the conveyance of real estate where such conveyance is in the best interests of the Village, to approve a reduction in the dollar amount or waive the dollar amount and execute releases of Village liens filed against real estate of up to a cumulative total of $25,000.00 per real estate transaction;

(15) To perform such other duties as may be required of him or her by the Board consistent with the Village ordinances and the statutes of the state."

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 6th day of December, 2022 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 6th day of December, 2022.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2022-_____

AN ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 30 (VILLAGE ADMINISTRATION), SECTION 30.04 (VILLAGE MANAGER) OF THE MAYWOOD VILLAGE CODE TO GRANT THE VILLAGE MANAGER LIMITED AUTHORITY TO APPROVE REDUCTIONS AND WAIVERS OF VILLAGE REAL PROPERTY LIENS

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 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 6th day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

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MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael A. Marrs and Daniel W. Bourgault**
DATE: **November 30, 2022**
Re: **Honorary Facility / Street Sign Designation Code Amendment and Revised Policy**

I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

1. ORDINANCE AMENDING THE MAYWOOD VILLAGE CODE TO ADD A NEW SECTION 94.24 (HONORARY STREET SIGNS) TO CHAPTER 94 (STREETS, ALLEYS AND SIDEWALKS) OF TITLE IX (GENERAL REGULATIONS), AMENDING THE VILLAGE'S POLICY REGARDING HONORARY STREET SIGN DESIGNATIONS AND UPDATING TABLE II (NAMING OF STREETS) OF THE TABLE OF SPECIAL ORDINANCES OF THE MAYWOOD VILLAGE CODE TO ADD HONORARY STREET SIGN DESIGNATIONS FOR EUGENE "GENE" MOORE AND NORTHICA HILLERY STONE; and

2. A revised and redlined Village of Maywood Honorary Designation of a Public Facility or Right-of-Way Application and Procedure (Honorary Facility / Street Sign Designation Policy)

Recent approvals by the Board of Trustees of two Honorary Street Sign Designations for Eugene "Gene" Moore and Northica Hillery Stone brought to light that, when the Village Code was revised to address changes in the Board Committee structure, provisions within the Traffic Safety Commission section that was deleted included provisions on Honorary Street Sign Designations. Those provisions were not given a new home within the Village Code at the time of elimination of the Traffic Safety Commission provisions. The attached Ordinance creates a new Code section relative to Honorary Street Sign Designations, and updates the Village's existing policy on Honorary Facility / Street Sign Designations to eliminate references to the Traffic Safety Commission and to make procedural and other clarifying changes. Changes to the Application and Policy are shown using redlining. The attached Ordinance also directs the Village's Codifier to add the two recent street sign designations to Table II (Naming of Streets) in the Village Code.

If there are any questions, please contact us.

Michael Marrs

Enclosures
cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Michael T. Jurusik, Village Attorney (w/ encls.)
John West, Public Works Director (w/ encls.)

**(additions to existing text marked using underlining;
deletions to existing text marked using ~~strikethrough~~)**

ORDINANCE NO. CO-2022_____

AN ORDINANCE AMENDING THE MAYWOOD VILLAGE CODE TO ADD A NEW SECTION 94.24 (HONORARY STREET SIGNS) TO CHAPTER 94 (STREETS, ALLEYS AND SIDEWALKS) OF TITLE IX (GENERAL REGULATIONS), AMENDING THE VILLAGE'S POLICY REGARDING HONORARY STREET SIGN DESIGNATIONS AND UPDATING TABLE II (NAMING OF STREETS) OF THE TABLE OF SPECIAL ORDINANCES OF THE MAYWOOD VILLAGE CODE TO ADD HONORARY STREET SIGN DESIGNATIONS FOR EUGENE "GENE" MOORE AND NORTHICA HILLERY STONE

WHEREAS, the Village of Maywood (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village of Maywood ("Village Board") have previously dissolved the Village's Traffic Safety Commission by Ordinance; and

WHEREAS, the Village Board has previously adopted a policy relative to procedures for creating honorary street designations and the posting of signs regarding such honorary street designations (the "Honorary Designation of a Public Facility or Right-of-Way Application and Procedure" or "Honorary Facility / Street Sign Designation Policy"), which was overseen by the Traffic Safety Commission prior to its dissolution. The Village Board now desires to make certain amendments to the Honorary Facility / Street Sign Designation Policy, as set forth in the updated version of the Policy, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Village Board also desires to make certain amendments to Chapter 94 (Streets, Alleys and Sidewalks) of Title IX (General Regulations) of the Maywood Village Code to add a new Section 94.24 (Honorary Facility / Street Signs) that relate to the updates to the Honorary Facility / Street Sign Designation Policy (the "Code Amendments"); and

WHEREAS, pursuant to the authority set forth in the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), the President and Board of Trustees find that it is in the best interests of the Village, the Village residents, business owners, property owners and the public to approve the Code Amendments as set forth below in this Ordinance and to approve the attached, updated version of the Honorary Facility / Street Sign Designation Policy.

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: Chapter 94 (Streets, Alleys and Sidewalks) of Title IX (General Regulations) of the Maywood Village Code is amended to add a Section 94.24 (Honorary Street Signs), to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

"§ 94.24 HONORARY FACILITY / STREET SIGNS

(A) *Designations.* Honorary Facility / Street Sign Designations are to be made according to a Village of Maywood Honorary Designation of A Public Facility or Right-of-Way Application and Procedure (Honorary Facility / Street Sign Designation Policy) adopted by the Village Board, as amended.

(B) *Approval Authority.* The Village of Maywood Board of Trustees shall have final approval authority for applications or proposals for honorary facility / street sign designations.

(C) *Record of Designations.* All current honorary facility / street sign designations shall be recorded in Table II (Naming of Streets) of the Table of Special Ordinances in the Village Code."

SECTION 3: The Village's Honorary Facility / Street Sign Designation Policy is amended to reflect the Code amendments set forth above, and to make other clarifying changes. A copy of the updated Policy, as amended, is attached hereto as **Exhibit "A"**.

SECTION 4: Table II (Naming of Streets) of the Table of Special Ordinances in the Maywood Village Code is amended by adding the designations made by Resolution No. _____ (A Resolution for the Street Sign Designation of Eugene "Gene" Moore) and Resolution No. _____ (A Resolution for the Street Sign Designation of Northica Hillery Stone), both approved on November 1, 2022.

SECTION 5: 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 6: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 7: Each section, paragraph, clause and provision of this Ordinance is severable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 8: 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 9: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in the manner required by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 6th day of December, 2022, and attested to by the Village Clerk this same day.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

Exhibit "A"

Village of Maywood
Honorary Designation of a Public Facility
or Right-of-Way Application and Procedure
(Honorary Facility / Street Sign Designation Policy)
As Adopted By The Board Of Trustees On December 6, 2022

(attached)

VILLAGE OF MAYWOOD
Honorary Designation of a Public Facility or Right-of-Way Application and Procedure ("Honorary Facility / Street Sign Designation Policy")

(Must be typed or printed legibly in black ink)
PLEASE READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM

To: Village Clerk

Applicant Name (Contact Person): _____

Address: _____

Telephone Numbers: (Day) _____ (Evening) _____

Honoree Information:

Name: _____

Address: _____

Proposed Facility or Right-of-way for Designation: The designation shall be confined to a facility or right-of-way within the vicinity of home, business or location associated with the person or event.

From: _____ To: _____

Summary statement citing the reasons for the designation detailing the significant contributions or significance of the designation and the length of time the designation shall be in effect (Not longer than two years). Attach a detailed resume or reasons for designation.

_____

_____

_____

_____

_____

_____

_____

_____

Explain why none of the preferred methods listed below can be used for the proposed honorary designation. Attach documentation supporting the determination.

A. Donations to programs and projects: _____

B. Proclamation: _____

Endorsement: (The Village Manager, a member of the Board of Trustees, or the Plan Commission must endorse the designation.)

A member of the Board of Trustees: _____

The Village Manager: _____

The Village Plan Commission*: _____

Neighborhood/Public Support Comments: _____

**Submit Minutes or other documentation of official action.*

Attachments:

____ Map specifying location.

____ A petition supporting the designation signed by 51 percent of the abutting property owners on the portion of street proposed for designation. For purposes of calculating percentage, each individual residential and commercial property shall count as a single property, and signatures should be those of the owner, as opposed to any lessees.

____ Attach detailed resume or reasons for designation.

____ Copy of minutes or resolution from the Priority Board and neighborhood association.

____ A fee of $750.00 is required with the filing of an application, to cover among other things, the Village's costs in processing and considering the application, approval, sign creation, maintenance, and the erection of the sign. If the application is not approved, the application fee shall be refunded to the applicant with the exception of $50, which shall be retained by the Village as a processing fee.

VILLAGE OF MAYWOOD
POLICY AND PROCEDURE – HONORARY DESIGNATION OF A PUBLIC FACILITY OR RIGHT-OF-WAY

FILING PROCEDURE

1. The application for nomination shall be filed with the Village Clerk and shall include:

   A. An endorsement by a member of the Village Board, the Village Manager, or the Plan Commission.

   B. A statement citing the reasons for the designation detailing the significant contributions or significance of the designation and the length of time the designation shall be in effect, which shall be no longer than two years.

   C. A statement explaining the attempts to use one of the other methods of honoring a person or event and the reasons why these other methods are inappropriate.

   D. A petition supporting the designation signed by 51 percent of the abutting property owners on the portion of street proposed for designation. For purposes of calculating percentage, each individual residential and commercial property shall count as a single property, and signatures should be those of the owner, as opposed to any lessees.

   E. A fee of $750.00 is required with the filing of an application, to cover, among other things, the Village's costs in processing and considering the application, approval, sign creation, maintenance, and the erection of the sign. If the application is not approved, the fee shall be refunded to the applicant with the exception of $50, which shall be retained by the Village as a processing fee.

   F. A $750 fee will be required with the filing of an application for an extension of an existing sign, to cover, among other things, the Village's costs in processing and considering the extension application, approval, and continued maintenance of the sign. If the extension is not approved, the fee shall be refunded to the applicant with the exception of $50, which shall be retained by the Village as a processing fee. Maximum extension period is two years.

   G. Any individual member of the Village Board of Trustees may bring forward a proposal for an honorary street sign designation without a petition and without payment of a fee.

HONORARY DESIGNATION CRITERIA

2. Honorary designations shall meet the following criteria:

A. The designation shall be confined to the right-of-way within the vicinity of home, business or location associated with the person or event.

B. There shall be only: (A) one designation per Facility; (B) two designations per right-of-way.

C. Designations including public facilities not within the Village of Maywood's governing jurisdiction must receive express written consent from the governing body.

D. An important community event, organization or well-known person is:

- ✓ A person or entity who has made a sustained contribution, over a long period of time, above and beyond the call of duty and demonstrated leadership relating to governance, human relations and development, or neighborhood development.
- ✓ A person who has made specific and sustained contributions to an organization located in or in proximity to the facility.
- ✓ A person, or entity who has demonstrated vigilance in changing the nature and characteristics of the specific neighborhood or Village.
- ✓ An event which is recognized statewide or nationwide.

E. The important community event, organization or well-known person shall be directly related to the public facility or the public right-of-way, i.e. lived, worked, went to school, etc. at the location specified. Only one honorary designation shall be permitted for each person or community event. Preference shall be given to intersections and other limited locations. Locations shall be limited to a right-of-way no more than three blocks, such as the block where the person lived and two adjacent street segments associated with the recognition.

HONORARY DESIGNATION APPROVAL PROCEDURE

3. The completed Application, upon receipt by the Village Clerk, shall be processed and considered as follows:

A. Upon receipt of a completed Application, the Village Clerk shall forward the Application nomination to the Department of Community Development.

B. The Community Development Department shall distribute the applications to the Village Engineer, Code Department, and any other affected departments and boards.

C. The Village Board of Trustees ~~Traffic and Safety Commission~~ will ~~hold a public hearing on the proposal~~ consider the proposal made in the Application at a public meeting ~~and make a recommendation to the Village Board of Trustees~~. ~~The Commission Upon receipt of the recommendation from the Traffic and Safety Commission, t~~The Village Board may approve or deny the original proposal or any alternate proposal so long as any proposal is consistent with this Policy.

D. Approval of a proposal by the ~~Traffic and Safety Commission~~Board of Trustees shall be memorialized by the adoption of ~~an informal resolution~~ a resolution or ordinance approving the designation and directing the amendment of Table II of the Maywood Village Code.

E. Upon confirmation by the Village Attorney that approval has been provided pursuant to these procedures, the Department of Public Works will prepare and install the appropriate signage.

OTHER POLICY GUIDELINES AND PROCEDURES

4. Signage for an honorary designation should not compete with the official designation of the public facility or public right-of-way. It should be distinctive in color and scaled so as not to overshadow the official designation. Honorary street name signs shall be brown and white and not larger than the original street sign.

5. Existing honorary signs shall be grandfathered and no application or fee for the initial placement of such signs shall be required. The Department of Public Works may, however, remove such signs at the direction of the Village Manager if they have been in place for more than two years and the party that initiated the original placement of the signs does not wish to request an extension pursuant to this Policy.

6. Extension requests for up to two additional years for both grandfathered honorary signs and for signs erected pursuant to this Policy may be considered upon submission of a completed application and a $750 fee.

7. Upon the expiration of the honorary designation, the Department of Public Works shall remove the signage and make the signs available to the applicant.

Policy amended by the Village Board:

- **On December 6, 2022 per Ordinance No. CO-2022-___.**

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

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE MAYWOOD VILLAGE CODE TO ADD A NEW SECTION 94.24 (HONORARY STREET SIGNS) TO CHAPTER 94 (STREETS, ALLEYS AND SIDEWALKS) OF TITLE IX (GENERAL REGULATIONS), AMENDING THE VILLAGE'S POLICY REGARDING HONORARY STREET SIGN DESIGNATIONS AND UPDATING TABLE II (NAMING OF STREETS) OF THE TABLE OF SPECIAL ORDINANCES OF THE MAYWOOD VILLAGE CODE TO ADD HONORARY STREET SIGN DESIGNATIONS FOR EUGENE "GENE" MOORE AND NORTHICA HILLERY STONE

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 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

VILLAGE OF MAYWOOD
BOARD OF TRUSTEES
VILLAGE COUNCIL ROOM
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS 60153
TUESDAY, DECEMBER 6, 2022 AT 7:00 P.M.

AGENDA FOR TRUTH IN TAXATION PUBLIC HEARING ON THE PROPOSED 2022 REAL ESTATE TAX LEVY

1. CALL TO ORDER.
2. ROLL CALL.
3. ACKNOWLEDGEMENT OF THE PUBLICATION OF THE PUBLIC HEARING NOTICE IN A LOCAL NEWSPAPER.
4. PRESENTATION ON THE 2022 REAL ESTATE TAX LEVY BY THE VILLAGE MANAGER AND THE FINANCE DIRECTOR.
    A. DISCUSSION OF AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY.
5. QUESTIONS AND COMMENTS BY BOARD MEMBERS.
6. QUESTIONS BY THE PUBLIC AND PUBLIC COMMENT.
7. FINAL QUESTIONS AND COMMENTS BY BOARD MEMBERS.
8. MOTION TO PLACE "AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY" ON THE DECEMBER 20, 2022 VILLAGE BOARD MEETING AGENDA FOR FINAL ACTION AND APPROVAL.
9. MOTION TO CLOSE THE PUBLIC HEARING.

RETURN TO THE AGENDA FOR THE DECEMBER 6, 2022 COMMITTEE OF THE WHOLE OF THE BOARD OF TRUSTEES / SPECIAL VILLAGE BOARD MEETING.

You May Submit Public Comments Via Email In Advance Of The Public Hearing 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 Hearing: Live Stream At Village Website Home Page: Go To Www.Maywood-Il.Org And Click "Video On Demand".

VILLAGE OF MAYWOOD
Tax Levy

ADORDERNUMBER: 0001151408-01
PO NUMBER: Tax Levy
AMOUNT: 600.00
NO OF AFFIDAVITS: 2

Chicago Sun-Times
Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisments in the following secular newspapers. All newspapers meet Illinois Compiled Statue requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.
Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 11/23/2022

Chicago Sun-Times

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed

By Robin Munoz

Robin Munoz

Manager | Recruitment & Legals

This 23rd Day of November 2022 A.D.

VILLAGE OF MAYWOOD
40 MADISON ST
ATTN THOMAS PAVLIK
MAYWOOD, IL 60153-2323

VILLAGE OF MAYWOOD
Tax Levy

ADORDERNUMBER: 0001151408-02
PO NUMBER: Tax Levy
AMOUNT: 600.00
NO OF AFFIDAVITS: 2

Chicago Sun-Times
Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisments in the following secular newspapers. All newspapers meet Illinois Compiled Statue requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.
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PUBLICATION DATE(S): 11/23/2022

Chicago Sun-Times

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed

By

Robin Munoz

Manager | Recruitment & Legals

This 23rd Day of November 2022 A.D.

VILLAGE OF MAYWOOD
40 MADISON ST
ATTN THOMAS PAVLIK
MAYWOOD, IL 60153-2323



A mourner cries at the makeshift memorial Tuesday in Colorado Springs, Colo. DAVID ZALUBOWSKI/AP

Colorado suspect changed name as teenager in Texas

BY THOMAS PEIPERT, JESSE BEDAYN AND BRITTANY PETERSON
Associated Press

COLORADO SPRINGS, Colo. — The suspect in the fatal shooting of five people at a Colorado gay nightclub changed his name more than six years ago as a teenager, after filing a legal petition in Texas saying he wanted to "protect himself" from a father with a criminal history including domestic violence against the suspect's mother.

Anderson Lee Aldrich, 22, who faces murder and hate crime charges, was known as Nicholas Franklin Brink until 2016. Weeks before his 16th birthday, he petitioned a Texas court to change his name, court records show. A petition for the name change was submitted on Brink's behalf by his grandparents, who were his legal guardians at the time.

"Minor wishes to protect himself and his future from any connections to birth father and his criminal history. Father has had no contact with minor for several years," said the petition filed in Bexar County, Texas.

The suspect's father is a mixed martial arts fighter and pornography performer with an extensive criminal history, including convictions for battery against the alleged shooter's mother, Laura Voepel, both before and after the suspect was born, state and federal court records show. A 2002 misdemeanor battery conviction in California resulted in a protective order that initially barred the father, Aaron F. Brink, from contacting the suspect or his mother except through an attorney, but was later modified to allow monitored visits with the child.

The father also was sentenced to 2½ years in custody for importation of marijuana and while on supervised release violated his conditions by testing positive for illegal steroids, according to public records. Brink could not be reached for comment Tuesday.

His son's request for a name change came months after Aldrich was apparently targeted by online bullying. A website posting from June 2015 that attacked a boy named Nick Brink suggests he may have been bullied in high school. The post included photos similar to ones of the shooting suspect and ridiculed Brink over his weight, lack of money and what it said was an interest in Chinese cartoons.

Aldrich was arrested last year after his mother reported he threatened her with a homemade bomb and other weapons. Ring doorbell video obtained by The Associated Press shows Aldrich arriving at his mother's front door with a big black bag the day of the 2021 bomb threat, telling her the police were nearby and adding, "This is where I stand. Today I die."

Authorities at the time said no explosives were found, but gun-control advocates have asked why police didn't use Colorado's "red flag" laws to seize weapons his mother says he had.

NOTICE OF
PROPOSED REAL ESTATE TAX LEVY PUBLIC HEARING
FOR THE VILLAGE OF MAYWOOD FOR YEAR 2022

I. A public hearing to approve a proposed real estate tax levy increase for the Village of Maywood for Tax Levy 2022 will be held on Tuesday, December 6, 2022 at 7:00 p.m. in the Village Council Room located at 125 South 5th Avenue, Maywood, Illinois 60153.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact the Village Clerk at 40 East Madison Avenue, Maywood, Illinois 60153, phone number 708-450-6360.

II. The corporate and special purpose real estate taxes extended or abated for 2021 were $24,552,714.00.

The proposed corporate and special purpose real estate taxes to be levied for 2022 are $24,627,919.00. This represents a 0.3% increase over the previous year.

III. The real estate taxes extended for debt service and public building commission leases for 2021 were $0.00.

The estimated real estate taxes to be levied for debt service and public building commission leases for 2022 are $0.00.

IV. The total real estate taxes extended or abated for 2021 were $24,552,714.00.

V. The estimated total real estate taxes to be levied for 2022 are $24,627,919.00. This represents a 0.3% increase over the previous year.

All hearings shall be open to the public. The corporate authorities of the Village of Maywood shall explain the reasons for the proposed increase and shall permit persons desiring to be heard an opportunity to present testimony at the Tuesday, December 6, 2022 public hearing, within reasonable time limits as the corporate authority determines.

VILLAGE OF MAYWOOD
Gwaine Dianne Williams
Village Clerk

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The new Sun-Times ad portal makes it easier than ever for Chicago-area small businesses to build brand awareness, reach a broader audience and connect with new customers.

Explore the portal and reserve an ad today!

SUNTIMES.COM/GROWYOURBIZ

Questions? Please contact Dylan Munoz at dmunoz@suntimes.com or 312-321-3708.

CS★T

Draft 11.30.2022

ORDINANCE NO. CO-2022-___

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY

WHEREAS, the Corporate Authorities of the Village of Maywood, Cook County, Illinois, have budgeted such sums of money as are deemed necessary to defray all necessary expenses and liabilities of the municipality including the amounts to be deposited in the reserves provided for in the Illinois Pension Code, as now and hereafter amended, for the 2022 tax levy year; and

WHEREAS, the Corporate Authorities of the Village of Maywood, a home rule municipality, may levy taxes upon all real property subject to taxation within the municipality, as that real property is assessed and equalized for State and County purposes for the current year; and

WHEREAS, it is deemed necessary to levy such taxes to defray a portion of the municipality's expenses, as set forth below in this Ordinance; and

WHEREAS, the Village of Maywood, Cook County, Illinois, if required to by law, has held a Public Hearing regarding this Tax Levy in accordance with applicable State laws, including the Truth in Taxation Law (35 ILCS 200/18-55 *et seq.*), as amended and the Open Meetings Act (40 ILCS 5/120 *et seq.*), as amended.

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

SECTION 1: The Whereas paragraphs above are incorporated herein by reference and made a part of Section 1 of this Ordinance.

SECTION 2: The Corporate Authorities of the Village of Maywood have ascertained the total amount of appropriations legally budgeted for and any amount deemed necessary to defray additional expenses and liabilities for all Corporate Purposes, which shall be provided for by a levy of taxes for the 2022 tax levy, upon all the real and taxable property of every name, nature and description within the corporate boundaries of the Village and now direct that the Cook County Clerk levy a tax for the 2022 tax levy year, upon all such real and taxable property subject to taxation within the Village as that property is assessed and equalized for State and County purposes for said tax levy year, for the purposes and the Funds set forth below:

Fund Name	Tax Levy – 2022
Corporate Fund	*$ 16,205,661.00*
Recreation Fund	*$ 150,000.00*
Police Pension Fund	*$ 4,837,056.00*
Fire Pension Fund	*$ 3,435,202.00*
TOTAL	*$24,627,919.00*

There will not be any separate tax levies related to the Village of Maywood extended by the Cook County Clerk to pay outstanding Bonds and Interest as all such bond debt obligations of the Village have been paid in full.

SECTION 3: There is levied a direct tax in the amount of ***Twenty Four Million Six Hundred Twenty Seven Thousand Nine Hundred Nineteen and No/100 Dollars ($24,627,919.00)*** for the 2022 tax levy year, upon all real property subject to taxation within the Village of Maywood as that real property is assessed and equalized for State and County purposes for said tax levy year, for the purposes and the Funds set forth above in Section 2 of this Ordinance as is now provided by law.

SECTION 4: The Village Clerk is authorized and directed to certify this Ordinance and levy herein made to the County Clerk of Cook County, Illinois, and said County Clerk is authorized and directed that taxes are to be collected in the manner and form provided by State law, and this Ordinance shall be his/her sufficient authority to do so. In addition, the Village Attorney of the Village of Maywood is authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, as provided by State law.

SECTION 5: A Certificate of the Village President confirming full compliance with the Truth in Taxation Law (35 ILCS 200/18-55 *et seq.)*, as amended, is attached hereto and made a part of this Ordinance.

SECTION 6: This Tax Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code, as amended; provided, however, any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code, Revenue Act or other statute in conflict with this Ordinance shall not be applicable to this Ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois. If any provision or portion of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining provisions or portions of this Ordinance.

SECTION 7: This Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval.

PASSED by the President and the Board of Trustees of the Village of Maywood, Cook County, Illinois, this 6th day of December, 2022, by a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me, and attested by the Village Clerk, on this 6th day of December, 2022.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

Published in pamphlet form by me on December __, 2022.

_____
Gwaine Dianne Williams, Village Clerk

CERTIFICATION OF COMPLIANCE WITH
THE TRUTH IN TAXATION LAW

I, Nathaniel George Booker, the duly qualified and Presiding Officer of the Village of Maywood, Cook County, Illinois, certify that the 2022 Tax Levy of said Village attached hereto was adopted in full compliance with the provisions of the Truth In Taxation Law, 35 ILCS 200/18-55 *et seq.*, as amended.

IN WITNESS WHEREOF, I have placed my official signature this 6th day of December, 2022.

_____

Nathaniel George Booker, Village President and
Presiding Officer of the Village of Maywood

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 OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY

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 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 __th day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting County Clerk of the County of Cook, Illinois, and as such official I do further certify that on the ___ day of December, 2022, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE NO. CO-2022-__

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY

said Ordinance was duly adopted by the Board of Trustees of the Village of Maywood, Cook County, Illinois, on the __ day of December, 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of December, 2022.

_____
County Clerk

(SEAL)

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

mtjurusik@ktjlaw.com
DD 312-984-6432

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **September 14, 2022**
RE: **2022 Real Estate Tax Levy Approval Process and Adoption Schedule for 2022 Tax Levy, 2022/2023 Budget Amendment Process and 2023/2024 Annual Budget Process**

In anticipation of the above-referenced matters, I have enclosed various draft documents for your consideration and discussion at upcoming 2022 Trustee Committee meetings, 2022 Committee of the Whole meetings, a December 2022 Public Hearing for the 2022 Tax Levy and 2022 Village Board meetings, including:

A. NOTICE OF PROPOSED REAL ESTATE TAX LEVY PUBLIC HEARING FOR THE VILLAGE OF MAYWOOD FOR YEAR 2022.

B. AGENDA FOR TRUTH IN TAXATION PUBLIC HEARING ON THE PROPOSED 2022 REAL ESTATE TAX LEVY.

C. RESOLUTION DETERMINING THE ESTIMATED VILLAGE OF MAYWOOD REAL ESTATE TAX LEVY FOR YEAR 2022.

D. TENTATIVE VILLAGE OF MAYWOOD FISCAL ADOPTION SCHEDULE FOR 2022 REAL ESTATE TAX LEVY AND 2023/2024 OPERATING BUDGET, dated September 14, 2022.

E. ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2022 TAX LEVY, with Certification of Compliance with Truth in Taxation Law.

F. ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022/2023 (MAY 1, 2022 THROUGH APRIL 30, 2023) VILLAGE OF MAYWOOD BUDGET (Amendment No. 1). [The Village will attach Exhibit "A" (the Amended Budget) to this Ordinance.]

The Tentative Fiscal Adoption Schedule provides guidance on timing of events in working through the levy process. Within the Schedule, I have highlighted various deadline dates for Village Board action, and certain notice and publication dates that need to be met in order to comply with State law regarding the tax levy approval process. The 2022 tax levy public hearing should be conducted at the **Committee of the Whole meeting on Tuesday, December 6, 2022 or at a special Village Board meeting held in early December 2022**. For purposes of these drafts, I have anticipated the **public hearing date as Tuesday, December 6, 2022** and the **approval date of the tax levy ordinance at the Village Board meeting scheduled for Tuesday, December 20, 2022**. As you know, the Village Board needs to take the following actions:

1. **Adopt "Resolution Determining the Estimated Village of Maywood Real Estate Tax Levy for Year 2022"** in November 2022 **(available Board of Trustees meeting date: Tuesday, November 15, 2022). [35 ILCS 200/18-60; 2022 Tax Levy Estimate must be determined by the Village Board at least 20 days prior to adoption of Tax Levy Ordinance].**

2. **Publish "Notice of Proposed Real Estate Tax Levy Public Hearing for the Village of Maywood for Year 2022"** (not more than 14 nor less than 7 days prior to the proposed Tuesday, December 6, 2022 Public Hearing; **target publication date: Chicago Sun Times or Chicago Tribune: one time during Wednesday, November 23, 2022 through Monday, November 28, 2022) (in the past, the Village has handled the publication). [35 ILCS 200/18-70 and 18-75] A Truth in Taxation Public Hearing is necessary if the estimated tax levy will exceed 105% of last year's final aggregate levy, including any amount abated before extension; If the estimated tax levy is less than 105%, no hearing need be held, but it is recommended for transparency's sake.**

3. **Conduct a Public Hearing on the 2022 Tax Levy** on **Tuesday, December 6, 2022** (7:00 p.m.) (tentative date).

4. **Adopt the 2022 Tax Levy Ordinance**, on **Tuesday, December 20, 2022**.

5. File a certified copy of the 2022 Tax Levy Ordinance with the Cook County Clerk on or before the **last Tuesday of December 2022 (December 27, 2022). THIS SHOULD BE FILED NO LATER THAN WEDNESDAY, DECEMBER 21, 2022 DUE TO THE HOLIDAYS.**

In the past, the publication of the Tax Levy Public Hearing Notice has been handled by Village of Maywood ("Village") staff. After the Notice is published, please provide me with a copy of the publisher's certificate.

As the process moves forward and the tax levy amounts and any other missing information is provided to me, I will finalize the enclosed "draft" documents and return final versions to you so that they can be voted upon at the appropriate Village Board meetings.

As a reminder, **and due to changes in the Firefighter and Police Pension Fund laws, and the Settlement Order of the now-settled lawsuit filed by the Maywood Firefighter Pension Fund**, I have cited Sections from the Firefighter/Police Pension Fund Settlement Agreement that place certain restrictions on the Corporate Authorities' approval of the Annual Real Estate Tax Levy as follows:

Settlement Agreements - Firefighters and Police Pension Fund Litigation

"6. The VILLAGE agrees that it will provide the PENSION FUND with a Certified Copy of the VILLAGE'S Annual Tax Levy Ordinance each year when such Ordinance is filed with the Cook County Clerk's Office.

7. Commencing with the fiscal year 2004/2005, and continuing thereafter, the VILLAGE shall annually levy a tax upon all taxable property within the VILLAGE in accordance with **and required by** Section 4-118 of the Illinois Pension Code (40 ILCS 5/4-118). The amount of taxes to be levied for each fiscal year shall be determined by an enrolled actuary chosen jointly by the VILLAGE and the PENSION FUND. **The VILLAGE shall be responsible for the cost of such**

agreed upon actuary. Neither party shall unreasonably withhold their approval of the selection of such enrolled actuary.

* * *

13. It is expressly understood that the Circuit Court of Cook County, Chancery Division, shall retain jurisdiction over this action for the purposes of enforcing the terms of this Agreement."

The Village is required to make annual funding contributions to the Police Pension Fund and the Fire Pension Fund in accordance with the Illinois Pension Code and the Pension Fund Settlement Agreements. 40 ILCS 5/3-125(a) (Police Pension Fund); 40 ILCS 5/4-118(a) (Fire Pension Fund).

Prior to January 1, 2012, the Village was required to make annual contributions in a manner that would fully fund both pensions by the year 2033. 40 ILCS 5/3-125 (prior to Public Act 96-1495) (Police Pension Fund); 40 ILCS 5/4-118 (prior to Public Act 96-1495) (Fire Pension Fund). The amount of the required contributions was set by an annual report generated by an actuary.

State law relative to pension contributions changed in 2012, when the Governor signed Public Act 96-1495 into law. This Public Act changed the formula used to calculate the Village's pension fund contributions. Under Public Act 96-1495, **effective January 1, 2012, the Village is required to make annual contributions that would increase the funding levels to a "90% fully funded" threshold by the year 2040 pursuant to annual actuarial reports generated using the actuarial method of "project unit credit," and using the value of the funds' assets as of March 30, 2012.** 40 ILCS 5/3-125 (Police Pension Fund); 40 ILCS 5/4-118 (Fire Pension Fund).

The Public Act also requires that municipalities meet funding obligations in the future by implementing:

1. State-shared revenue diversions to pension funds beginning in 2016 equaling the difference between the Village's contribution and the required actuarial contribution. Three year phase-in with up to one-third of State-shared revenue diverted in 2016, up to two-thirds in 2017, and up to the full contribution difference beginning in 2018.
2. Expanded investment authority including corporate bonds for all funds and greater equity investments for funds with assets of at least $10 million.
3. A five-year smoothing of actuarial gains and losses.

Moreover, the Public Act changes the following benefits for new hires, those brought in after January 1, 2012:

1. Normal retirement age of 55.
2. Early retirement at age 50 with a 6% reduction for each year prior to age 55.
3. Pensionable salary cap of $106,800 indexed to 1/2% of the CPI-U.
4. Final average salary calculated using the last 8 of 10 years.
5. Survivor benefit of 66 2/3%.
6. Cost-of-living adjustments beginning at age 60 for retirees and survivors.

As you know, in 2011 the Pension Funds reinstituted litigation relative to the alleged failure by the Village to levy appropriate amounts in violation of the Settlement Agreements. This litigation has been settled in 2017 because the Village has complied in successive years with its pension contributions.

Failure to levy the appropriate amount will result in an adverse action against the Village.

2022 Tax Levy and 2023/2024 Budget Consideration

Automatic annual wage increases payable to over 90% of the Village employees are required under the collective bargaining agreements. As you know, these wage increases impact the 2022/2022 Budget and the 2022/2023 Budget and Village operations, and need to be considered in determining the 2022 Tax Levy.

In past years, my office has filed the above-referenced Ordinances with Cook County and then provided the Village Clerk with stamped copies for the Village's file.

Please confirm if you want us to handle the filing of these documents this year.

If there are any questions, please contact me.

Mike

Enclosures
cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Steve Kuptz, Treasurer (w/ encls.)
Michael A. Marrs (w/ encls.)

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MEMORANDUM

TO: **Mayor Nathaniel Booker and Board of Trustees, Village of Maywood**
FROM: **Michael A. Marrs**
DATE: **November 30, 2022**
RE: **TIF District Public Hearing for Village-Owned Real Estate Within Madison Street / Fifth Avenue Tax Increment Financing District**
Redevelopment Agreement for the Sale of 402 and 408 South 5th Avenue and Redevelopment of 402 – 406 - 408 South 5th Avenue Properties by Exclusive Bar and Grill, LLC

I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

1. AGENDA FOR TIF DISTRICT PUBLIC HEARING REGARDING A PROPOSED REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE LOUNGE, INC. FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT.

2. NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED REDEVELOPMENT AGREEMENT AND SALE OF VILLAGE-OWNED LAND.

3. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE BAR AND GRILL LLC FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT.

2. A draft Redevelopment Agreement, attached to the Resolution as Exhibit "B".

The two vacant Village-owned real properties at 402 and 408 South 5th Avenue are proposed to be sold to Exclusive Bar and Grill LLC for redevelopment in conjunction with real property already owned by the limited liability company at 406 South 5th Avenue. The proposed redevelopment will consist of construction and operation of a new parking area, an outdoor dining patio, landscaping and

rehabilitation of the existing building into a bar and grill. Supporting materials for this redevelopment proposal were previously included in the November 1, 2022 Committee of the Whole Agenda Packet.

If you have any questions, please feel free to contact me.

Michael Marrs

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Angela Smith, Director of Community Development (w/ encls.)
Michele Kitch, Village Planner (w/ encls.)
Michael T. Jurusik, Village Attorney (w/ encls.)

AGENDA FOR TIF DISTRICT PUBLIC HEARING
REGARDING A PROPOSED REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE LOUNGE, INC. FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT

PUBLIC HEARING LOCATION:
VILLAGE OF MAYWOOD COUNCIL CHAMBERS
125 SOUTH 5TH AVENUE, 2ND FLOOR
MAYWOOD, ILLINOIS

TUESDAY, DECEMBER 6, 2022
7:15 P.M.
(Or Immediately After The Conclusion Of The 2022 Tax Levy Public Hearing)

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC HEARING**
   - **Presentation by Purchaser / Developer (Exclusive Lounge, Inc.) Regarding the Development Proposal**
   - **Overview of the Redevelopment Agreement Terms by Village Attorney**
   - **Comments and Recommendation by Village Staff**
   - **Questions and Discussion by Village Board Members**
   - **Questions by Public Regarding the Development**
   - **Other Public Comments**
   - **Final Statement by Developer**
   - **Discussion of Alternate Development Proposals for the Properties Submitted by Other Interested Parties, if any**
   - **Recommendation by Village Board Members**
   - **Close Public Hearing**
4. **ADJOURNMENT**

NOTICE OF PUBLIC HEARING
TO CONSIDER A PROPOSED REDEVELOPMENT AGREEMENT
AND
SALE OF VILLAGE-OWNED LAND

Notice is given that a public hearing will be held on **Tuesday, December 6, 2022, at 7:15 p.m.** (or immediately after the conclusion of the 2022 Tax Levy Public Hearing) in the Village of Maywood Council Chambers, 125 South Fifth Avenue, Second Floor, Maywood, Illinois (the "Public Hearing"), on a proposed Redevelopment Agreement relating to the sale, conveyance and redevelopment of the below-described Village-owned real property to Exclusive Lounge Inc. or a related entity for construction and operation of a bar and grill, an outdoor café area and a parking lot located at the 402 - 406 - 408 South 5th Avenue Properties, which are within Maywood, Illinois and the Village's Madison Street/Fifth Avenue Tax Increment Financing District. The Village owns the 402 and 408 South 5th Avenue Properties. Exclusive Lounge, Inc. owns the 406 South 5th Avenue Property. The real property proposed to be conveyed and redeveloped will be developed pursuant to the provisions of the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/11-74.4 (the "TIF Act"). Copies of the proposed Redevelopment Agreement have been available as of November 30, 2022 for examination in the Village Clerk's Office at 40 East Madison Street, Maywood, Illinois, on weekdays from 8:30 A.M. to 5:00 P.M.

The development area relating to the proposed Redevelopment Agreement is as follows:

VILLAGE-OWNED PARCEL: 402 SOUTH 5TH AVENUE PROPERTY:

LOT 18 (EXCEPT THE SOUTH 18 FEET THEREOF) LOT 19, LOT 20 IN BLOCK 82 IN MAYWOOD, BEING A SUBDIVISION OF THE S 1/2 OF THE SW 1/4 OF THE SECTION 2, THE WEST 1/2 OF THE SECTION 11, AND THE NW 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-11-319-015-0000

VILLAGE-OWNED PARCEL: 408 SOUTH 5TH AVENUE PROPERTY:

16 IN BLOCK 82 IN MAYWOOD, BEING A SUBDIVISION OF THE S 1/2 OF THE SW 1/4 OF THE SECTION 2, THE WEST 1/2 OF THE SECTION 11, AND THE NW 1/4 OF SECTION 14, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (15-11-319-011-0000)

ALSO, THE N 7 FEET 5 INCHES OF LOT 14 AND LOT 15 IN BLOCK 82 IN MAYWOOD, BEING A SUBDIVISION OF THE S 1/2 OF THE SW 1/4 OF THE SECTION 2, THE WEST 1/2 OF THE SECTION 11, AND THE NW 1/4 OF SECTION 14, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (15-11-319-012-0000)

PINS: 15-11-319-011-0000 and 15-11-319-012-0000

DEVELOPER-OWNED PARCEL: 406 SOUTH 5TH AVENUE PROPERTY:

LOT 17 AND THE SOUTH 18 FEET OF LOT 18 IN BLOCK 82 IN MAYWOOD, BEING A SUBDIVISION OF THE S 1/2 OF THE SW 1/4 OF SECTION 2, THE WEST 1/2 OF SECTION 11, AND THE NW 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-11-319-016-0000

Prior to and at the **Tuesday, December 6, 2022** Public Hearing, all interested persons may file with the Village Clerk written comments and may be heard orally with respect to any issues regarding the proposed Development, the Redevelopment Agreement and the Sale of Village-owned Real Properties. Written comments are invited and can be sent in advance of the Public Hearing to the Maywood Village Clerk, 40 East Madison Street, Maywood, Illinois 60153.

The Village invites alternative redevelopment proposals for the above Village-owned Real Properties. Such proposals should be submitted to the Village Clerk's Office no later than 4:00 p.m. on the day prior to the Public Hearing.

Published by Order of the
Corporate Authorities of the Village of Maywood,
Cook County, Illinois,
Gwaine Dianne Williams, Village Clerk

RESOLUTION NO. R-2022-____

RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE BAR AND GRILL LLC FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT

WHEREAS, the Village of Maywood (the "Village") has the authority to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes; and

WHEREAS, the Village has the authority to acquire various parcels of real property pursuant to its responsibility to protect the public health, safety and welfare, and has acquired title to numerous parcels of vacant, surplus real property pursuant to such authority; and

WHEREAS, two such real properties acquired by the Village are commonly known as 402 South 5th Avenue (PIN: 15-11-319-015-0000), Maywood, Illinois, and 408 South 5th Avenue (PINs: 15-11-319-011-0000 and 15-11-319-012-0000), Maywood, Illinois, (collectively, the "Subject Properties"); and

WHEREAS, the Subject Properties are currently vacant; and

WHEREAS, the Village is in receipt of an offer from Exclusive Lounge Inc. (a/k/a Exclusive Bar and Grill LLC) ("Purchaser") pursuant to the Village's Tax Reactivation Program to purchase the 402 South 5th Avenue Property for a total purchase price of One Thousand Two Hundred and 00/100 Dollars ($1,200.00) and the 408 South 5th Avenue Property for a total purchase price of One Thousand Two Hundred and 00/100 Dollars ($1,200.00), for the purpose of the Purchaser improving the Subject Property with paved parking lots with landscaping, and an outdoor patio with seating and landscaping, both as required for the adjacent building at 406 S. 5th Avenue (the "Project Site" and, with the Subject Properties, the "Project Properties") to be operated as a bar and grill restaurant. The legal descriptions of all parcels comprising the Project Properties are attached hereto as **Exhibit "A"** and made a part hereof ; and

WHEREAS, the President and Board of Trustees of the Village of Maywood are authorized, under the Village's Tax Reactivation Program, and its home rule powers, to sell land and other property, real or personal, in the manner and at such price as the Village determines is reasonably necessary and in the best interests of the Village; and

WHEREAS, the Subject Properties lie within the Village's "Madison Street/Fifth Avenue Tax Increment Financing District." Pursuant to Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4) (the "TIF Act"), the Village is authorized to sell the Subject

Properties in the manner and at such price as the Village finds reasonably necessary to achieve the objectives of the TIF redevelopment plan and project; and

WHEREAS, per Section 11-74.4-4(c) of the TIF Act (65 ILCS 5/11-74.4-4(c)), a TIF public hearing was conducted by the Village Board on December 6, 2022, during which the Village publicly disclosed the terms of the sale of the Subject Properties and the terms contained in a draft "Redevelopment Agreement Between the Village of Maywood and Exclusive Bar and Grill LLC" (the "Redevelopment Agreement"), a copy of which is attached hereto as **Exhibit "B"** and made a part hereof, and received a presentation by the Purchaser regarding its development proposal, and considered alternative proposals or bids received after public notice requesting submittal of such proposals or bids was given. No alternative proposals or bids were submitted; and

WHEREAS, the Corporate Authorities of the Village of Maywood find and determine that the Subject Properties are surplus property and that it is desirable and in the best interests of the Village to convey fee simple title to the Subject Properties to the Purchaser for redevelopment as described above, as set forth in the attached development proposal and pursuant to the draft Redevelopment Agreement attached hereto as **Exhibit "B"**.

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 recitals above is incorporated by reference into this Section 1.

SECTION 2: Pursuant to its home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970, and the TIF Act and Village's Tax Reactivation Program, the Corporate Authorities declare the Subject Properties to be surplus property subject to sale. The Department of Community Development staff, the Department of Finance staff and the Village Attorney are directed to prepare a quit claim deed and all other necessary closing and conveyance documents to complete the sale and conveyance of the Subject Properties to the Purchaser or a related entity approved by the Village, for a purchase price of One Thousand Two Hundred and 00/100 Dollars ($1,200.00), for each of the two (2) properties comprising the Subject Properties. The Village President, the Village Clerk and/or the Village Manager and/or the Village Attorney, or their designees, working in conjunction with the Village Attorney and the Department of Community Development staff, are authorized and directed to execute, on behalf of the Village, the Redevelopment Agreement and all other conveyance instruments and closing documents that are necessary or convenient to allow the Village to consummate this transaction and to comply with all of the applicable requirements of the Redevelopment Agreement and this Resolution, and to take such actions as they deem necessary in order to complete the sale and conveyance of the Subject Properties to the Purchaser or an affiliated entity pursuant to the terms and conditions set forth in the Redevelopment Agreement and this Resolution, for the above-stated purchase prices. It is understood that the draft Redevelopment Agreement attached hereto as **Exhibit "B"** is still subject to further negotiation between the Parties, and is not in final form. Any revisions to the draft Redevelopment Agreement prior to execution shall be approved by the Village Manager and the Village Attorney.

SECTION 3: This Resolution shall be effective from and after its passage and approval as provided by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED this 6th day of December, 2022, 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 Project Properties

THE SUBJECT PROPERTIES:

1. 402 S. 5TH AVENUE PROPERTY:

Lot 18 (except the South 18 feet thereof) Lot 19, Lot 20 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 402 S. 5th Avenue, Maywood, Illinois 60153

PIN: 15-11-319-015-0000

2. 408 S. 5TH AVENUE PROPERTY:

16 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, all in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (15-11-319-011-0000)

Also, the N 7 feet 5 inches of Lot 14 and Lot 15 16 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, all in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (15-11-319-012-0000)

ADDRESS: 408 S. 5th Avenue, Maywood, Illinois 60153

PINs: 15-11-319-011-0000 and 15-11-319-012-0000

PROJECT SITE:

Lot 17 and the South 18 feet of Lot 18 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of Section 2, the West 1/2 of Section 11, and the NW 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 406 S. 5th Avenue, Maywood, Illinois 60153

PIN: 15-11-319-016-0000

Exhibit "B"

Draft Redevelopment Agreement for the Project Properties

(attached)

THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING PLEASE RETURN TO:

Michael A. Marrs
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Box 324

PINs: **15-11-319-011-0000**
15-11-319-012-0000
15-11-319-015-0000
15-11-319-016-0000

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "**Agreement**") is made as of the Effective Date (as that term is defined herein) between the **VILLAGE OF MAYWOOD, an Illinois municipal corporation** located at 40 E. Madison, Maywood, Illinois (the "**Village**" or "**Corporate Authorities**"), and **Exclusive Bar and Grill LLC, an Illinois limited liability company** registered at 406 S. 5th Ave, Maywood Illinois 60153 (the "**Developer**").

SECTION I – PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

1. The Village is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois and is a "home rule unit" under Section 6(a) of Article VII of the 1970 Constitution.

2. The Village is authorized, under its home rule powers, to assemble and to sell land and other property, real or personal, in the manner and at such price as the Village determines is reasonably necessary to achieve the Village's objectives for the redevelopment of the Village.

3. The Village has the authority to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes.

4. Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois (65 ILCS 5/11-74.4-1, et seq.), as from time to time amended (the "Act"), the President and Board of Trustees of the Village are

empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area" as defined in Section 11.74.4-3(b) of the Act.

5. In accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance No. CO-97-02, adopted by the President and Board of Trustees of the Village on March 27, 1997, approved a redevelopment plan and project for the Madison Street/5th Avenue Redevelopment Area (the "Redevelopment Area") as set forth in the document entitled "Madison Street/5th Avenue Tax Increment Financing Redevelopment Project and Plan" (the "TIF Plan"), dated January 22, 1997, prepared by Trkla, Pettigrew, Allen & Payne on behalf of the Village.

6. In accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance Nos. CO-97-02 and CO-97-03, respectively, adopted by the President and Board of Trustees of the Village on March 27, 1997, designated the Redevelopment Area as a redevelopment area (as that term is defined by the Act) and adopted tax increment allocation financing for the Redevelopment Area pursuant to the Act for the purposes of implementing the TIF Plan for the Redevelopment Area.

7. The President and Board of Trustees of the Village have determined that the blighting factors described in the TIF Plan are detrimental to the public and impair development and growth in the Redevelopment Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Area. The blighting factors in the Redevelopment Area will continue to impair growth and development but for the use of tax increment financing to pay redevelopment project costs (as defined in the Act) which necessarily must be incurred to implement the aforesaid program of redevelopment.

8. The Village is the owner of two parcels of vacant land located at the southwest corner of 5th Avenue and Randolph Street, commonly known as: 402 S. 5th (PIN: 15-11-319-015-0000), which is approximately 60 feet by 132 feet in size, and 408 S. 5th (PINS: 15-11-319-011-0000 and 15-11-319-012), which is approximately 60 feet by 132 feet in size. Collectively, the two (2) parcels of vacant land are the "Subject Properties". The Subject Properties are legally described on **EXHIBIT 1** attached hereto.

9. The Village desires to convey, and the Developer desires to acquire from the Village, subject to the terms and conditions set forth in this Agreement, all of the Village's right, title and interest in the Subject Properties in an "AS-IS, WHERE-IS," condition.

10. The Developer proposes to improve and develop the Subject Properties along with the Developer-owned property of 406 S. 5th (PIN: 15-11-319-016) (the "Project Site," as legally described on **EXHIBIT 1** attached hereto, and collectively with the Subject Properties, the "Project Properties") as follows:

402 S. 5th: By construction of a paved parking lot with landscaping as required for the adjacent building at 406 S. 5th to be operated as a bar and grill restaurant.

406 S. 5th: By rehabilitation of the existing building to be operated as a bar and grill restaurant.

408 S. 5th: By construction of an outdoor patio with seating and landscaping as required for the adjacent building at 406 S. 5th to be operated as a bar and grill restaurant.

Collectively, the foregoing are the "Improvements" and the purchase and redevelopment of the Project Properties is the "Project." The estimated total cost of the Project is in excess of SIX HUNDRED THOUSAND and 00/100 DOLLARS ($600,000.00).

Subject to future zoning approvals, the Developer may also seek to operate a hookah-lounge on the Project Site.

11. The proposed Improvements are as shown on the Village-approved Site Plan rendering and architectural documents showing proposed improvements on the Project Properties is attached hereto and made a part hereof as **GROUP EXHIBIT 2**. The Village's approval of the Site Plan document is only a preliminary approval of the Developer's concept plan for purposes of entering into this Agreement and does not constitute preliminary or final approval of any building plan approvals or zoning relief that the Developer needs to construct the Project.

12. This Agreement has been submitted to the Developer for consideration and review, the Developer has taken all actions required to be taken prior to the execution of this Agreement, including the approval of necessary corporate resolutions and other appropriate Developer documents, in order to make the same binding on the Developer in accordance with their respective terms, and any and all actions of the Developer prior to the execution of this Agreement have been undertaken and performed in the manner required by law.

13. Because the Subject Properties are located within the Redevelopment Area, on December 6, 2022, the Village President and Board of Trustees of the Village conducted a public hearing relative to the terms, conditions and provisions contained in this Agreement and received a presentation by the Developer regarding its development proposal. At the public hearing, there was an opportunity for proposals from qualified developers for redevelopment of certain land within the Redevelopment Area to be heard.

14. The President and Board of Trustees of the Village, after due and careful consideration, are of the opinion that the Subject Properties, which are currently vacant and unused, and which have been vacant for a number of years, should be put to productive use and should be sold to the Developer because they are no longer necessary, appropriate, or required for use by the Village. The President and Board of Trustees have further determined that the sale of the Subject Properties and development of the Project in accordance with the terms and conditions of this Agreement represents a viable, productive use of the Subject Properties, will be in furtherance of the economic development goals of the Village and TIF Plan, and will thereby help relieve conditions of unemployment, increase employment opportunities, improve the environment of the Village, increase the quality commercial and residential housing stock of the Village, increase the assessed valuation of the real estate situated within the Village, increase the tax revenues realized by the Village, foster increased economic activity within the Village, and otherwise be in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers.

SECTION II – INCORPORATION OF PRELIMINARY STATEMENTS.

1. **INCORPORATION.** The foregoing preliminary statements are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section II.

SECTION III – TRANSFER OF SUBJECT PROPERTIES.

1. **EFFECTIVE DATE/TERM.** This Agreement shall become effective as of the date that the Village President and Village Clerk sign the Agreement below (the "Effective Date"). Once the obligations of the Parties under this Agreement have been fully satisfied for the Project (i.e., construction has been completed as evidenced by the issuance by the Village of a final occupancy permits for the Improvements), then this Agreement shall terminate only in regard to the development obligations (including, without limitation, the obligations set forth in Sections IV.1. and IV.2. of this Agreement), but the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code shall remain in effect and be enforced, and shall control the operation and maintenance of the Project Properties for the time period that the Project exists and continues to operate on the Project Properties, unless the Parties mutually agree to amend this Agreement. In addition, notwithstanding termination, the Developer's obligation to pay taxes, fees and charges per Section IV.2.B., as well as any Village

remedies set forth herein for failure to pay same, shall survive termination and continue in full force and effect for a period of five (5) years from the Effective Date of this Agreement. In addition, Sections IV.2.B.ii., IV.2.B.iii., IV.5.A., IV.5.G., IV.7. and V.2. shall survive termination of this Agreement.

2. **PURCHASE AND SALE**. The Village agrees to sell to the Developer, or a related entity, and the Developer, or a related entity, agrees to purchase from the Village, all of the Village's right, title and interest in the Subject Properties as described in EXHIBIT 1 hereof; and all improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of the Village and/or any tenants of the Village, if any) located on the Subject Properties, including any and all rights, privileges, easements and appurtenances, if any, thereunto belonging.

3. **PURCHASE PRICE**. The purchase price to be paid by the Developer to the Village for the 402 S. 5th Property shall be ONE THOUSAND TWO HUNDRED DOLLARS AND 00/100THS DOLLARS **($1,200.00)** ("402 S. 5th Purchase Price"). The purchase price to be paid by the Developer to the Village for the 408 S. 5th Property shall be ONE THOUSAND TWO HUNDRED AND 00/100THS DOLLARS **($1,200.00**) ("408 S. 5TH Purchase Price"). The 402 S. 5th Purchase Price and 408 S. 5th Purchase Price shall be payable as follows: At the time of conveyance of the Subject Properties ("Closing"), the Developer shall pay to the Village the applicable Purchase Price, plus or minus any prorations as provided herein, including a credit for the remaining portion of the Initial Deposit, if any, paid in accordance with Section III.4. below. The applicable Purchase Price and other charges shall be payable at Closing in good funds by wire transfer or cashier's check.

4. **INITIAL DEPOSIT – REIMBURSEMENT OF VILLAGE COSTS.** Developer has made or will make an initial deposit with the Village of FOUR THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS ($4,500.00) on the purchase of the 402 S. 5th Property (the "402 S. 5th Initial Deposit") and an initial deposit with the Village of FOUR THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS ($4,500.00) on the purchase of the 408 S. 5th Property (the "408 S. 5th Initial Deposit," and with the 402 S. 5th Initial Deposit, the "Initial Deposits") in the form of a certified check or other certified funds within forty eight (48) hours of the Village's approval of a Resolution authorizing the sale and this Agreement. The purpose of the Initial Deposits is to provide an initial deposit towards the Purchase Price, along with funds to reimburse the Village for fees, costs and expenses incurred in the course of preparing, approving and carrying out this Agreement and the sale of the Subject Properties, including but not limited to title and closing costs and fees, survey costs, attorneys' fees, and engineer's fees. Upon termination of this Agreement prior to closing for any reason, Developer shall be entitled to the prompt return of the balance of the applicable Initial Deposit, minus any reimbursement costs incurred by the Village prior to termination. Developer shall receive a credit for the Initial Deposits at the applicable closing, but is responsible for payment of all fees, costs and expenses related to approving and carrying out this Agreement, including the sale of the Subject Properties, to the extent such fees, costs and expenses exceeded the amount of the Initial Deposits.

5. **TITLE INSURANCE.** Within thirty (30) days of the Effective Date of this Agreement, the Village, at the Developer's cost and expense, shall deliver to the Developer, a title commitment (the "**Title Commitment**") issued by Chicago Title Insurance Company (the "**Title Company**"), in the amount of the applicable Purchase Price for the Subject Properties, subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) utility and drainage easements and such other covenants, easements, restrictions and matters of record; (iv) any additional easements recommended by the Village Engineer to be part of the conveyance; and (v) acts done or suffered by or judgments against the Developer (collectively, the "**Permitted Exceptions**"). If the Title Commitment discloses exceptions to title which are not acceptable to the Developer, (the **"Unpermitted Exceptions"**), the Developer shall have fifteen (15) days from its receipt of the Title Commitment and documents evidencing any and all Unpermitted Exceptions to object to the Unpermitted Exceptions. The Developer shall provide the Village with a title objection letter (the **"Developer's Objection Letter"**) listing those matters which are not Permitted Exceptions. The Village shall have thirty (30) days from the date of receipt of the Developer's Objection Letter (**"Village's Cure Period"**) to have the Unpermitted Exceptions removed from the applicable Title Commitment or to cure such Unpermitted Exceptions or to have the

Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, at Village's sole cost and expense. If the Village fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time (the **"Proforma Title Policy"**), the Developer may elect to either (i) terminate this Agreement as to the applicable property, at which time the Developer shall be entitled to have the applicable Initial Deposit, minus any out-of-pocket costs incurred by the Village, returned to the Developer, or (ii) Close taking subject to such Unpermitted Exceptions. All Unpermitted Exceptions, which the Title Company commits to insure at Village's sole cost and expense, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as therein shown as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If the Developer does not elect to close hereunder, this Agreement shall become null and void without further action of the parties, and the balance of the applicable Initial Deposit shall be returned to the Developer after the Village's out-of-pocket expenses have been paid. At Closing, the Village shall furnish the Developer an Affidavit of Title, Covenant and Warranty in customary form. The Developer shall pay the cost for any later date title commitment and the cost of the Title Company issuing a Proforma Title Policy to the Developer. The Developer may, at its expense, request that the Title Commitment provide for extended coverage. Any specific title endorsements, including a zoning endorsement, requested by the Developer for its owners' policy and/or loan title policy, shall be paid for by the Developer.

6. **SURVEY.** At least thirty (30) days prior to Closing, the Village, at the Developer's cost taken from the applicable Initial Deposit, shall order and obtain a an ALTA/ACSM topographical survey of the 402 S. 5th Property and the 408 S. 5th Property, prepared by an Illinois registered surveyor and made in compliance with ALTA and Land Survey Standards (and shall satisfy, at a minimum, Table A Options 6, 8, 10, and 11(b)) dated subsequent to the date of this Agreement, certified to the Developer, the Village and the title insurer, depicting the land, improvements, manholes, structures and utility lines in, over, under or upon the land, the locations of all easements upon the applicable Property or appurtenant thereto (identified by the Recorder's Document Number) and showing encroachments, if any, from or upon adjoining property or upon any easements located on the applicable Property, certifying the number of square feet (or the number of acres) to not less than two decimal points, of the applicable Property, and further certifying whether or not the land is located within a federal flood plain (hereinafter collectively referred to as the "**Surveys**"). The Surveys must not reveal any material impediments to developing the proposed uses, as determined by the Developer in its reasonable discretion. A copy of said Surveys shall be provided to the Developer by the Village within ten (10) days of the Village's receipt of same.

Upon approval of the Surveys, the legal description in **EXHIBIT 1** shall be automatically revised to be that of the legal description in the Surveys and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing and signed by both parties.

7. **PLAT OF CONSOLIDATION.** It is agreed to by the Developer and the Village Board of Trustees, that upon the sale of the parcels of land that a plat of consolidation will not be required.

8. **DEED.** The Subject Properties shall be conveyed to Developer by the Village through recordable quitclaim deeds (the "Deeds"). The Deeds shall provide that the Subject Properties are being conveyed in "As Is, Where Is" condition, including any environmental conditions existing in, on or beneath the Subject Properties." The Deeds shall further require that the Subject Properties be developed and maintained as set forth in this Agreement. If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements are located within any portion of the applicable Property to be sold, the Village shall reserve in the applicable quitclaim deed, a public utility or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of the public facilities or the installation of additional public facilities. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. The Deeds will not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities.

9. **CONDITION OF THE SUBJECT PROPERTIES.** The Developer acknowledges that the Subject Properties will be conveyed to Developer by the Village in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Subject Properties. Except as provided for under this Agreement, the Village makes no representations or warranties regarding the physical, environmental or structural condition of the Subject Properties or of any buildings thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or, with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on or affecting the Subject Properties, its soil or groundwater, the scope and extent of any remediation performed on the Subject Properties or the presence or lack of radon, asbestos, underground storage tanks, or other environmental contamination on, in or under the Subject Properties. As part of this Agreement, the Village assigns to Developer any and all rights to any claims it may have against prior owners of the Subject Properties pertaining to the environmental condition of the Subject Properties, except for those rights necessary for the Village to retain to protect itself from such liability.

The Developer expressly acknowledges that it has not relied upon any representation or warranty made by either the Village or any officer, employee, agent or representative of the Village in connection with the Subject Properties, including specifically, without limitation, any warranty or representation as to the condition of the personal property, if any, on the Subject Properties, or the Property's planning status, topography, grading, climate, air, flood, water rights, water, utilities, present and future zoning, governmental entitlements and restrictions, soil, subsoil, paint or contamination of soil or water, access to public roads, habitability or fitness for any particular purpose, or the presence or absence of any hazardous material.

10. **DUE DILIGENCE PERIOD.**

A. At any and all times prior to Closing, Developer shall be entitled to perform any and all investigations, structural and system inspections with regard to the physical condition of the Subject Properties, soil reports, engineering studies, surveys and other studies and tests on the Property which the Developer may reasonably deem necessary, including Phase I and Phase II environmental assessments, as part of Developer's intended redevelopment of the Property (collectively, the "**Inspections**"). Developer understands, acknowledges and agrees that any Inspections undertaken by it prior to Closing shall be at its sole risk and expense, and that the Village shall in no way be obligated to make reimbursement to it for such work should Closing not occur for any reason.

B. Developer's access to the Subject Properties to perform the Inspections and Repairs shall be governed by a temporary access agreement with the Village.

C. In the event that the Inspections and Repairs reveal that the Subject Properties are not suitable for the Developer's use, poses a material health, safety or environmental hazard, including the existence of any environmental condition which may be dangerous and/or unacceptable to the Developer, or the presence of any hazardous material, the Developer, shall have the right, in its sole and exclusive judgment, to terminate this Agreement as to the applicable Property prior to the Closing Date, upon written notice to the Village. If the Agreement is terminated under this Paragraph, the Village shall return the applicable Initial Deposit to the Developer, minus any out-of-pocket expenses incurred by the Village, and each party shall otherwise pay its own costs and expenses incurred under this Agreement and shall not seek reimbursement, contribution or damages from or against the other party for such costs and expenses or damages of any other kind, including costs incurred by Developer relative to Inspections performed prior to termination.

D. If the Developer elects to terminate this Agreement pursuant to this Paragraph, Developer shall have the obligation, at the Village's sole discretion, to restore the applicable Property to its original condition prior to such Inspections, and indemnify the Village, as provided herein.

11. **ZONING RELIEF AND SPECIAL PERMISSIONS.**

A. Zoning Relief. The Developer shall, at its cost and prior to the Closing Date, petition and obtain from the Village any zoning relief necessary for construction of the Project including but not limited to any necessary relief relative to proposed uses, height, fencing, density, setback, parking requirements and other requirements imposed by the Village's building and zoning regulations. It is anticipated Developer will seek the following:

(i) Special Use Permit for Live Entertainment
(ii) Liquor License with extended hours from 10pm until 2am
(iii) Ability to apply for a Hookah Lounge in accordance with all Village policies and ordinances
(iv) Video Gaming License

The Village Board, in its sole discretion, will consider and take final action on the above Zoning Relief items and any other requested relief after the Developer completes the zoning application and zoning hearing process. Should the Village fail to approve any portion of the zoning relief necessary for the construction of the Project as outlined herein, or should the Developer fail to accept any conditions placed on such necessary approvals, the Developer may, at its option, choose to amend its submittals and request approval of the amended zoning petition or terminate this Agreement as to the applicable Property for which it did not receive relief. If the Agreement is terminated under this Section, the applicable Initial Deposit, minus any out-of-pocket costs incurred by the Village, shall be returned to the Developer and the parties shall have no further obligation to each other under this Agreement.

B. Final Plans. The approval of this Agreement does not constitute or grant final approval of the Final Plans. The Village shall consider and approve the Final Plans after submittal of the Plans for Village plan review and the issuance of the Village staff and consultant plan review comments, provided they are in substantial conformance with the Village-approved Preliminary Plans. Once approved by the Village, the Final Plans shall be incorporated by reference into this Agreement as **GROUP EXHIBIT 3.**

12. **COSTS / PRORATIONS.**

A. Shared Cost. If the Developer has a lender, then the Developer shall pay the cost of any escrow and closing fee. If no escrow is involved, the parties agree to share equally the closing fee.

B. Prorations. At Closing, the following adjustments shall be computed as of the Closing Date and the cash balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Village having the day prior to the Closing Day.

(i) Real Property Taxes. The Subject Properties are currently exempt from payment of real estate taxes and there shall be no real estate tax proration given to the Developer at Closing. The Developer shall be responsible for all real estate taxes accruing subsequent to the conveyance of the Subject Properties.

(ii) Miscellaneous. Except as otherwise provided herein, all other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of the Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as for example, utility bills), the parties shall prorate on the best available information, subject to adjustment within thirty (30) days of the receipt of the final bill or statement. All prorations are final.

C. Village's Costs. The Village shall pay the following costs and expenses in connection with the Closing:

(i) Cost of obtaining any required title curative documents, except for title matters created by or relating to the Developer.

(ii) Recording fees for releasing or terminating any Unpermitted Exceptions or title curative documents.

(iii) Recording fees for any easements retained by the Village.

D. Developer's Costs. The Developer shall pay the following costs and expenses in connection with the Closing:

(i) Recording fees for the Deeds and this Agreement.

(ii) Recording fees for any financing documents.

(iv) In the event that the Developer shall obtain financing for the purchase of the Subject Properties, all costs associated with the Developer's financing, including the Developer's lender's loan policy shall be borne by the Developer.

(v) The premium for a title policy in the amount of the Purchase Price (paid from Developer's applicable Initial Deposit).

(vi) Survey cost (paid from Developer's applicable Initial Deposit).

(vii) Reimbursement to the Village of any reasonable fees, costs and expenses as specified in Section III.4. (paid from Developer's applicable Initial Deposit).

13. **NO DEBTS.** Developer is required to pay all of Developer's fees, debts, judgments, penalties or other money due and owing the Village, if any, prior to or at closing on the Subject Properties and related Project Site. Developer must not be delinquent on payment of any Cook County real estate taxes on property owned by it within the Village. Closing may not take place unless all amounts due are satisfied.

14. **OTHER CONDITIONS OF SALE**.

A. Prior to Closing, Developer is required to provide satisfactory proof to the Village of adequate, available funding to complete the Project. An executed loan, grant or equity commitment letter may be considered by the Village as such satisfactory form of proof of available funding;

B. Economic Incentives – Developer intends to apply for a Cook County Class 7a property tax incentive for 406 S. 5th. Developer agrees not to seek a property tax incentive on 402 S. 5th and 408 S. 5th since Developer will not be required to consolidate the PINS. Developer intends to apply for TIF Business Improvement Funds as an additional incentive.

15. **CLOSING DATE**. The Closing Date for conveyance of the Subject Properties shall be concurrent with, or within ninety (90) days of the approval and execution of this Agreement, unless a later date is mutually agreed to by the Parties. The 402 S 5th Property and 408 S. 5th Property may be closed on the same or separate days, as mutually agreed to by the Parties.

SECTION IV – REDEVELOPMENT OF THE SUBJECT PROPERTIES

1. **CONSTRUCTION OF IMPROVEMENTS.** The Developer shall provide the Village with the Final Plans at least thirty (30) days prior to Closing. The Final Plans shall be attached hereto as **GROUP EXHIBIT 3** and made a part hereof subsequent to the execution of this Agreement and upon approval by the Village. The Final Plans to be submitted by the Developer are subject to the review and approval subject to recommendations by Village staff, the Village Engineer and the Village Attorney. Approval of the Final Plans by the Village shall not be unreasonably withheld, provided that: (a) the Final Plans are in substantial conformance with the Preliminary Plans and this Agreement, (b) the Project is designed in accordance with the applicable rules, regulations and ordinances of the state, federal, county or local governing bodies, including the Village, subject to any exceptions or variations from such rules, regulations and ordinances, as approved by the Corporate Authorities; and (c) the use of the Subject Properties is consistent with the intended use contemplated under this Agreement.

The Developer, subject to force majeure, shall initiate construction of the Project on the Project Properties on or before ninety (180) days following the closing of the Subject Properties. The Improvements on the Project Properties shall be constructed in conformance with the Final Plans which become attached hereto and made a part hereof as **GROUP EXHIBIT 3**, and shall be completed on or before August 31, 2024.

Developer waives any and all rights and claims it may have, whether known, unknown, past, present or future, against the Village relating to the environmental condition of, at or migrating from the Subject Properties.

A. Completion of the Project. After Closing, the Developer shall use its best efforts to commence and complete of the Project in accordance with the Final Plans to be attached hereto.

B. Signage. All signage to be located on the Subject Properties shall be subject to the Zoning Administrator review and approval as part of the Final Plans and in accordance with all applicable Village ordinances and permitting requirements.

C. Construction of Buildings. Subject to delays caused by force majeure, the Developer shall, following conveyance of the Subject Properties, initiate the Project as described in Section I.10, and as more specifically described and depicted in the Final Plan documents attached hereto as **GROUP EXHIBIT 3** and made a part hereof.

If the Project is not commenced or completed on a timely basis as required herein, the Village's obligations under this Agreement may, following ninety (90) days notice and at the sole option of the Village President and Board of Trustees, be declared terminated, in which case the Developer may be obligated to reconvey the Subject Properties and any improvements thereon back to the Village as further detailed in Section V.1.D.

2. **ADDITIONAL UNDERTAKINGS ON THE PART OF THE DEVELOPER.**

A. As-Is, Where-Is Condition. The Developer agrees to accept the Subject Properties in an **"AS-IS, WHERE-IS"** condition, including all environmental conditions existing in, on or beneath the Subject Properties, upon conveyance of the Subject Properties from the Village.

B. Real Estate Taxes and Fees.

(i) Developer agrees to promptly pay or cause to be paid as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully assessed with respect to the Subject Properties (402 S 5th and 408 S. 5th) and Project Site (406 S. 5th), or as otherwise required under the law or this Agreement, including but not limited to any and all real estate taxes and special assessments with respect to the Subject Properties, if any. If Developer

fails to timely pay real estate taxes and special assessments when due as required by this Agreement, the Village may, following notice and at the sole option of the Village President and Board of Trustees, declare Developer to be in default, in which case the Developer may be obligated to reconvey the entire Subject Properties and any improvements thereon back to the Village as further detailed in Section V.1.D. This obligation and the Village's remedy hereunder shall survive termination and be in full force and effect for a period of fifteen (15) years following the effective date of this Agreement.

(ii) Upon completion of the improvements for the Project Site, the Developer may, if eligible, seek a property tax incentive in the form of a Class 7a Cook County Property Tax Incentive or similar Cook County Property Tax Incentive or tax classification.

(iii) Developer agrees not to seek a property tax incentive for the Subject Properties at 402 S. 5th and 408 S. 5th since the Village is not requiring that the aforementioned properties to be consolidated into one PIN.

C. Construction Employment Opportunities and MBE/WBE/VBE Provisions.

(i) Developer agrees to make good faith, commercially reasonable efforts to have its general contractor and subcontractors, to the extent they hire new employees and can include minorities, women and Village residents to work on the Project, hire minorities, women and/or Village residents, during the course of Construction. Nothing in this Agreement shall require the Developer or its contractors or subcontractors to displace any employees in its current work force to achieve the foregoing goal.

(ii) Notwithstanding the foregoing provisions, Developer shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

(iii) The Developer shall comply with the Illinois Prevailing Wage Act and the federal Davis Bacon Act in regard to the Project, to the extent such compliance is required by its applicable funding sources.

(iv) The Developer agrees to provide to any of its contractors, and to cause such contractors to provide to each of their subcontractors, a copy of the Minority Business Enterprise/Women Business Enterprise Participation Program description attached to this Agreement as **EXHIBIT 4** and made a part hereof. The Developer shall cause the construction contract between itself and the contractor, and each subcontractor for work pursuant to such subcontract on the Project, to contain the agreement of the contractor or such subcontractor, as appropriate, to use good faith efforts to comply with the requirements of **EXHIBIT 4,** but failure by the contractor or a subcontractor to meet any participation goal because of unavailability of MBE/WBE contractors or suppliers at competitive rates shall neither constitute a default under this Agreement by Developer nor give rise to any action by the Village to the detriment of Developer.

D. Damage to Public Improvements and Off-Site Improvements. To the extent that the Developer or its employees, contractors, subcontractors or agents damage any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Subject Properties as part of the construction of the Project, the Developer agrees to promptly repair or replace or restore such damaged improvements with like kind and like quality materials.

3. **NO USE OF PROPERTY AS COLLATERAL.** Prior to Closing, the Developer shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests or other encumbrances to attach to or to be filed against title to the Subject Properties. At or after Closing, the Developer shall not pledge,

collateralize or use the Subject Properties for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose, except for purposes of securing funds to develop and construct the Project. After completion of construction as evidenced by the issuance of a final occupancy permit by the Village for the Buildings and other Improvements on the Project Site, this Agreement, including this Subsection, shall terminate and the Developer shall be allowed to pledge, collateralize or use the real estate and improvements of the Project for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose. Once the Project is complete and the final occupancy permit is issued by the Village, this Agreement shall terminate, except for the continuing obligations and covenants set forth in **Exhibit 5** (Prohibited Uses) and the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code.

4. **JOINT UNDERTAKINGS ON THE PART OF THE VILLAGE AND DEVELOPER.** The Village, at no cost to itself, will assist the Developer upon request to secure and obtain any licenses and permits as may be required from any and all public agencies other than the Village for construction of the Project on the Subject Properties. The Developer, at its cost, shall be responsible for securing all of its necessary approvals, consents, permits, licenses and authorizations.

5. **DEVELOPER'S REPRESENTATIONS AND WARRANTIES.**

A. Authority to Convey. The Developer hereby represents and warrants to the Village that the Developer has the requisite power and authority to enter into and fully carry out this Agreement and the purchase of the Subject Properties, including the execution of all instruments and documents delivered or to be delivered hereunder. This provision shall survive the Closing and shall not merge with the Deed.

B. Compliance with Laws. The Developer represents and warrants that the Project and any related improvements made to the Subject Properties during the term of this Agreement shall be constructed, fully completed and maintained in a good and workmanlike manner in accordance with all applicable federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and the building, electric, plumbing and fire codes, that are applicable to the Subject Properties and Project. The Developer further certifies that:

(i) It is not barred from contracting with any unit of State or local government as a result of violating 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.*

(ii) It has not been convicted of, or is 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 the Developer and its 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 been so convicted nor made such an admission.

(iii) It shall comply with the Illinois Drug Free Work Place Act.

(iv) It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights and shall not commit unlawful discrimination and shall 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.

(v) It shall comply with its own written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

(vi) It is and will remain 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.

(vii) It shall 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).

(viii) It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).

(ix) Any construction contracts entered into by the Developer relating to the Project and any additional improvements to the Subject Properties shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act and the federal Davis Bacon Act, if applicable.

(x) The Developer is neither delinquent in the payment of any tax administered by the Illinois Department of Revenue nor delinquent in the payment of any money owed to the Village.

(xi) It is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, but only to the extent applicable.

The Developer, and its employees, sub-consultants and sub-contractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of this Agreement, now in effect, or which may become in effect during the performance of this Agreement. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, and the Village of Maywood. In the event that the Developer, or its employees, sub-consultants and

sub-contractors, in performing under this Agreement are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Developer shall indemnify and hold the Village harmless, and pay all amounts determined to be due from the Village for such non-compliance by the Developer, including but not limited to fines, costs, attorneys' fees and penalties.

The Developer shall further 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:

(i) Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the Developer agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

(ii) Preference To Veterans Act Compliance. The Developer will comply with the Preference to Veterans Act (330 ILCS 55).

(iii) Patriot Act Compliance. The Developer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Developer further represents and warrants to the Village that the Developer and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Developer agrees to defend, indemnify and hold harmless the Village, its elected or appointed officials, president and trustees, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

(iv) Other Laws; Changes in Laws. The Developer further represents and warrants that it shall comply with all applicable federal laws, State laws and regulations including without limitation, those regulations in regard to all applicable equal employment opportunity requirements, and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and further agrees to make all required withholdings and deposits therefor. The Developer agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project and any additional improvements thereto, and its operation and maintenance of the Project on the Subject Properties. The Developer understands and agrees that the most recent of such federal, county, State, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, the Developer understands and agrees that new federal, county, State and local laws, regulations, policies and administrative practices may be established after the date of this Agreement has been executed and may apply to this Agreement.

C. Notice of Claims or Lawsuits. Any claims or lawsuit or complaint of violation of laws that is received by the Developer relative to this Agreement shall be immediately forwarded to the Village Manager.

D. Village Approval of this Agreement. The Developer further acknowledges that because the Village is a municipal entity that this Agreement is subject to the approval of and is not enforceable until approved at an open meeting by the Board of Trustees of the Village of Maywood.

E. Village Plan Approval. The Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the Final Plans, engineering plans and elevations, excavation permits, grading permits, building permits and occupancy permits, and

failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of delay by the Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld, conditioned or delayed.

F. Adequate Funding for Project. The Developer has identified adequate funds in an amount not less than that required to fund the Project, plus the cost of any anticipated and unanticipated contingencies, and shall close on such funding simultaneously with the Closing on the conveyance of the Subject Properties, and shall subsequently utilize such funds to complete the Project in a timely manner in accordance with the terms of this Agreement.

G. Permitted and Prohibited Uses. The Subject Properties at 402 S. 5th and 408 S. 5th is to be constructed as an outdoor patio with seating and a parking lot for the building at 406 S. 5th which is to be developed as a bar and grill restaurant per this Agreement shall be suitable for commercial uses, including retail uses or other similar restaurant uses, so long as such uses are permitted within a C-2 Pedestrian-Oriented Commercial Zoning District, and provided that the Developer (as well as its successors in interest and successor or future owners of record) agree that no portion of the Project Properties shall be used for any uses not permitted in said District without obtaining the proper zoning approvals from the Village, including any necessary special use permits or other required zoning relief. The Developer (as well as its successors in interest and successor or future owners of record) further agree that, at no time during the term of this Agreement or after the completion of the Project, shall such building contain any of the uses listed in **Exhibit 5** ("Prohibited Uses"), unless the Corporate Authorities of the Village expressly approve of said uses, which approval may be withheld for any reason. This subsection shall survive the termination of this Agreement and shall be a covenant running with the Subject Properties.

6. **VILLAGE'S REPRESENTATIONS AND WARRANTIES.**

A. Authority. The Village hereby represents and warrants to the Developer that the Village has the requisite power and authority to enter into and fully carry out this Agreement and the sale of the Subject Properties, including the execution of all instruments and documents delivered or to be delivered hereunder. This provision shall survive the Closing and shall not merge with the Deeds.

SECTION V - GENERAL PROVISIONS.

1. **DEFAULT.**

A. Village Default. If the Village fails or refuses to comply with any of the terms of this Agreement after receipt of the Developer's notice to cure default that describes the default, for any reason other than the Developer's default hereunder, the Developer shall have all remedies available under law or in equity, including the termination of the Agreement, after the expiration of a ten (10) calendar day cure period in which the Village fails to take commercially reasonable actions to cure the default.

B. Developer Default Prior to Closing. If the Developer, after the Effective Date and prior to the Closing, fails or refuses to comply with any of the terms of this Agreement after receipt of the Village's notice to cure default that describes the default, for any reason other than the Village's default hereunder, the Village's sole remedy shall be termination of this Agreement as to the applicable Property and retention of the entire applicable Initial Deposit, after the expiration of a ten (10) day calendar day cure period in which the defaulting party fails to take commercially reasonable actions to cure the default.

C. Developer Default After Closing. In the event the Developer, after the Closing, fails or refuses to comply with any of the terms of this Agreement for any reason other than the Village's default hereunder, the Village shall have all remedies available under law or in equity, including the termination of the Agreement, after the

expiration of a ten (10) calendar day cure period in which the Developer fails to take commercially reasonable actions to cure the default.

D. Reconveyance to Village. In addition to C. above, in the event Developer fails or refuses to develop the Subject Properties consistent with the timelines set forth herein, or consistent with the Project as set forth in the Final Plans making up **GROUP EXHIBIT 3** or as may be modified by mutual agreement of the parties, if necessary, or to otherwise commence or complete construction within the timelines set forth in Section IV.1. (subject to Force Majeure and weather conditions, substantial completion coupled with continuous progress towards completion, and the mutual agreement of the parties), or fails to pay applicable property taxes as specified in Section IV.2.B., the Village may terminate this Agreement upon ninety (90) days written notice provided under this Section V.1., subject to the Developer's right to cure the default during the notice period. In such case, at the sole option and direction of the Village Board, and subject to the rights of Developer's lender(s), if any, Developer shall be obligated to (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Subject Properties during the time period owned by the Developer; and (ii) re-convey title to the Subject Properties by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Subject Properties) to the Village at no cost to the Village pursuant to the notice of default, as liquidated damages for the default, both parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and reconveyance of the Subject Properties, if exercised by the Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the reconveyance of fee simple title to the Subject Properties or improvements made by Developer thereto. Upon reconveyance by Developer, and subject to the rights of Developer's lenders, the Village shall have the right to re-enter and re-possess the Subject Properties and those improvements and personal property that are not removed by Developer. The Village specifically acknowledges that any right of re-entry and repossession it may have is entirely subject to and subordinate to any mortgage or any other third party lien holder. The rights of the Village as to construction timelines as set forth in this Section V.1.D. shall terminate upon completion of construction as evidence by the issuance of a final occupancy permit by the Village for the Improvements. The rights of the Village as to reconveyance for nonpayment of real estate taxes or other fees as set forth in this Section V.1.D. and IV.2.B. shall terminate fifteen (15) years following the effective date of this Agreement.

E. Mutual Termination. Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated in whole or in part prior to Closing by mutual consent of the Village and Developer for any reason without any liability, damages or compensation, other than retention by the Village of its out-of-pocket expenses from the Initial Deposit. This Agreement may be terminated after Closing by mutual consent of the Parties.

2. **LIMITATION ON LIABILITY AND INDEMNIFICATION OF THE VILLAGE**. The Developer waives and releases its right to pursue or seek any punitive damage claim or award against the Village, its officers, officials, trustees, agents, volunteers, representatives and/or employees arising out of or relating to any breach, violation or termination by the Village or its elected or appointed officers or officials, trustees, agents, volunteers, representatives and/or employees, of any obligation, covenant, or provision of this Agreement, including the termination of the Agreement.

In addition, the Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, **"Losses"**) pursuant to any federal, state and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees may incur from or on account of Developer's use and access to the Subject Properties, any soil or groundwater assessments or other tests or surveys of any kind

conducted by the Developer pursuant to this Agreement and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's activities at the Subject Properties. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees will at no time assume responsibility or liability for the actions of Developer or any of the workers or other persons on the Subject Properties. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees and the Developer, the Developer shall at all times be held solely responsible to all persons on the Subject Properties present there because of the Project. The Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which the Developer and the workers have, or may have, arising out of the Project, except to the extent that any contamination occurs as a result of any negligent or willful and wanton acts or omissions actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees. The obligations of Developer under this subsection shall survive the termination of this Agreement.

3. **BROKERAGE.** The Village and the Developer each represent and warrant to the other that, in connection with this transaction, no third-party broker or finder is entitled to compensation as a consequence of the conveyance of the Subject Properties, and no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of the conveyance of the Subject Properties. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties other than those listed, claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Agreement. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.

3. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: i) on the third (3rd) business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or ii) on the next business day after deposit with a nationally- recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or iii) by e-mail on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepaid, return receipt requested, if addressed to the parties as follows:

To the Village:
Village of Maywood
Attention: Village Manager
40 Madison Street
Maywood, Illinois 60153
Phone: 708-450-6301
E-Mail: jkrischke@maywood-il.org

With a copy to:
Klein Thorpe and Jenkins, Ltd.
Attention: Michael A. Marrs
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Phone: 312-984-6419
Email: mamarrs@ktjlaw.com

To the Developer: Exclusive Bar and Grill LLC
Attention: Darian Wilbert and Tiffany Sykes
406 S 5th Avenue
Maywood, IL 60153
Phone: (708) 785-7083
Email: wilbertdarian79@gmail.com

With a copy to: _____
_____
_____
_____
Phone: _____
Email: _____

4. **ASSIGNMENT**. The Developer shall not assign or transfer the Developer's interest in this Agreement without the prior written consent of the Village, which consent may be withheld in the Village's sole discretion, and provided further, that the Developer shall not be released from its obligations hereunder as a result of such assignment. In the event the Village shall consent to an assignment, the Developer shall deliver to the Village a copy of the fully executed assignment and assumption by the Developer, as assignor and the assignee within five (5) business days of the closing on the assignment.

5. **TIME IS OF THE ESSENCE**. The Developer and the Village mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

6. **FORCE MAJEURE**. Time is of the essence of this Agreement; however, no party shall be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to war, insurrection, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, pandemics, quarantine restrictions, freight embargoes, inability to procure materials, acts caused directly or indirectly by the other party (or such other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party (**"Force Majeure"**). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant an extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure, provided that the failure of performance was reasonably caused by such Force Majeure.

7. **SECTION HEADINGS**. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

8. **INTERPRETATION**. Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

9. **APPLICABLE LAW; VENUE**. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, grantees, legal representatives, successors and permitted assigns. The parties, and their respective heirs, grantees, legal representatives, successors and permitted assigns, 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.

10. **ATTORNEYS' FEES.** In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

11. **COMPLETENESS AND MODIFICATIONS.** This Agreement, and the Exhibits referenced herein, constitute the entire agreement between the parties with respect to the transaction contemplated herein, and shall supersede all prior discussions, understandings or agreements between the parties. This Agreement may not be amended, modified or otherwise changed in any manner except by a writing executed by the parties hereto.

12. **NO MERGER.** The obligations, representations and warranties herein contained shall not merge with transfer of title but shall survive the conveyance of the Subject Properties and remain in effect until fulfilled.

13. **RECORDING.** This Agreement shall be recorded against the Subject Properties upon closing, at Developer's cost.

14. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.

15. **SEVERABILITY.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. **UNIFORM VENDOR AND PURCHASER RISK ACT.** The provisions of the Uniform Vendor and Purchaser's Risk Act of the State of Illinois shall be applicable to this Agreement.

17. **NO WAIVER.** No waiver of any provisions or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

18. **DISCLOSURE AFFIDAVIT.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Agreement by the Village, the Developer as an owner, authorized trustee, corporate official or managing agent, must submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Subject Properties, and every shareholder entitled to receive more than 7 ½% of the total distributable income of any corporation having any real interest, real or personal, in the Subject Properties, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily know individual having a greater than 7 ½%percent interest, real or personal, in the Subject Properties. Developer agrees to complete the affidavit and disclose such information as is required pursuant to this Paragraph.

19. **SCHEDULE OF EXHIBITS.** The following are attached to or will be incorporated into the Agreement as noted below.

EXHIBIT 1	Legal Description of Subject Properties (attached)
GROUP EXHIBIT 2	Village-Approved Site Plan Rendering and Architectural Documents (attached)
GROUP EXHIBIT 3	Final Plans (to be incorporated into the Agreement after Village approval)

EXHIBIT 4	A copy of the Village of Maywood Minority Business Enterprise/Women Business Enterprise Participation Program (attached)
EXHIBIT 5	List of Prohibited Uses (attached)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their respective signatures.

VILLAGE:
VILLAGE OF MAYWOOD,
an Illinois Municipal corporation,

By: _____

Name: _____
Title: Village President

ATTEST:
By: _____

Name: _____
Title: Village Clerk

DEVELOPER:
Exclusive Bar and Grill LLC
An Illinois limited liability company,

By: _____

Name: _____
Title: _____

ATTEST:
By: _____

Name: _____
Title: _____

EXHIBIT 1

Legal Description of Project Properties

THE SUBJECT PROPERTIES:

1. 402 S. 5TH AVENUE PROPERTY:

Lot 18 (except the South 18 feet thereof) Lot 19, Lot 20 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 402 S 5th Avenue, Maywood, Illinois 60153

PINS: 15-11-319-015-0000

2. 408 S. 5TH AVENUE PROPERTY:

16 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, all in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (15-11-319-011-0000)

Also, the N 7 feet 5 inches of Lot 14 and Lot 15 16 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, all in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (15-11-319-012-0000)

ADDRESS: 408 S. 5th Avenue, Maywood, Illinois 60153

PIN: 15-11-319-011-0000 and 15-11-319-012-0000

PROJECT SITE:

Lot 17 and the South 18 feet of Lot 18 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of Section 2, the West 1/2 of Section 11, and the NW 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 406 S. 5TH Avenue, Maywood, Illinois 60153

PIN: 15-11-319-016-0000

GROUP EXHIBIT 2

SITE PLAN RENDERING AND ARCHITECTURAL DOCUMENTS SHOWING PROPOSED IMPROVEMENTS ON THE PROJECT PROPERTIES

(attached)

GROUP EXHIBIT 3

APPROVED FINAL PLANS

(to be incorporated into the Agreement)

FINAL PLANS WERE APPROVED BY THE VILLAGE ON _____,
AND ARE AVAILABLE UPON REQUEST FROM THE VILLAGE CLERK'S OFFICE

EXHIBIT 4

VILLAGE OF MAYWOOD

MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE

(MBE/WBE) PARTICIPATION PROGRAM.

Policy and Terms

A. It is the policy of the Village of Maywood to assure that businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) be provided fair and representative employment and business opportunities in the procurement of goods and services and the award of construction contracts for publicly-supported facilities. By implementation of the MBE/WBE Participation Program, it is not the intent, nor will the Village compromise the quality of services provided through the procurement processes.

The purpose of the Village MBE/WBE Participation Program is to ensure that qualified minority and women businesses have the maximum opportunity to compete for and perform contracts and/or subcontracts for supplies and services. Through the establishment of voluntary goals, the Village will encourage and provide for the increased practicable participation by qualified business enterprises owned by minorities and women.

B. The Village hereby establishes the voluntary goal to award 20% of all contracts and/or subcontracts for supplies and services to businesses certified as MBE/WBE.

C. This voluntary commitment can be met by businesses as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the prime contractor's business or by any combination of the above.

II. Definitions

A. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill, and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firms and Non-MBE/WBE firms.

B. "Certified MBE, WBE or Certified Non-MBE/WBE" includes any qualified contractor, subcontractor providing labor, services, products or materials for the Village of Maywood, who has been certified by one of the agencies or programs listed below:
- City of Chicago Department of Purchases, Contracts and Supplies
- Chicago Regional Purchasing Council
- Chicago Transit Authority
- County of Cook
- Illinois Department of Transportation
- METRA
- Pace
- Women Business Enterprise Initiative Program

III. Procedure to Determine Compliance

Under the supervision of the Village Manager, each department will be responsible for assuring full compliance with the MBE/WBE Participation Program including obtaining and maintaining documentation of outreach efforts and good faith efforts to achieve MBE/WBE goals. Of specific concern is adequate documentation of 1) unsuccessful efforts to solicit MBE/WBE prime contractors, subcontractors or joint venture partners; and 2) MBE/WBE participation being deemed not feasible based upon expense.

IV. Waiver of Procedures

The requirements set forth in these Procedures shall not apply where the Village Manager determines that MBE/WBE subcontractor participation is impracticable. This may occur whenever the Village Manager determines that for reasons of time, need, industry practices or standards not previously known by the Village, or such other extreme circumstances as may be deemed appropriate, such a waiver is in the best interests of the Village.

EXHIBIT 5

LIST OF PROHIBITED USES

"ADULT" USES

AMUSEMENT ARCADES

BANK (FIRST FLOOR RETAIL BANK USE IS PERMITTED, PROVIDED THE BANK DOES NOT EXCEED 1,500 SQUARE FEET; SECOND FLOOR OFFICE USE IS PERMITTED)

BANQUET HALL/EVENT SPACE

BARBER SHOPS, HAIR SALONS, NAIL SALONS

BED AND/OR MATTRESS STORES

BILLIARDS/POOL HALLS

CHILDCARE FACILITIES

CONSIGNMENT SHOPS

CURRENCY EXCHANGES

DISCOUNT OR OFF-PRICE RETAILERS OF ANY KIND - PRIMARILY SELLING MERCHANDISE THAT CONSISTS OF "IRREGULAR," "FACTORY-SECOND" OR OTHER IMPERFECT GOODS

GAS STATIONS

HOTELS, MOTELS

INSURANCE BROKERS/AGENCYS, FIRST FLOOR USE IS PERMITTED, PROVIDED THE TOTAL OCCUPANCY OF ALL TENANTS UNDER THIS USE DOES NOT EXCEED 1,200 SQUARE FEET (PERMITTED ABOVE FIRST FLOOR ONLY)

LAUNDROMATS AND DRY-CLEANING PLANT/FACILITY (A DROP-OFF/PICK-UP FACILITY IS PERMITTED ON FIRST FLOOR, PROVIDED THE USE DOES NOT EXCEED 1,200 SQUARE FEET)

MEDICAL-RELATED USE OR MEDICAL CLINIC (FIRST FLOOR MEDICAL USE OR CLINIC IS PERMITTED, PROVIDED THE USE OR CLINIC DOES NOT EXCEED 1,500 SQUARE FEET; SECOND FLOOR OFFICE USE IS PERMITTED)

PARTY GOODS STORES

PAY DAY LOAN STORES

REAL ESTATE SALES (PERMITTED ABOVE FIRST FLOOR ONLY)

SHOE REPAIR STORES

SURPLUS MERCHANDISE STORES

STOCK BROKER / INVESTMENT HOUSE (PERMITTED ABOVE FIRST FLOOR ONLY)

SWIMMING POOL SALES AND SUPPLY STORES

TATTOO/BODY PIERCING ESTABLISHMENTS

TITLE COMPANY (PERMITTED ABOVE FIRST FLOOR ONLY)

TOBACCO/SMOKE SHOP

TRAVEL AGENTS (PERMITTED ABOVE FIRST FLOOR ONLY)

TELEMARKETING SERVICES (PERMITTED ABOVE FIRST FLOOR ONLY)

THRIFT STORES

VEHICLE/EQUIPMENT RENTAL STORES

IT IS THE INTENT THAT THE ABOVE-LISTED CATEGORIES OF PROHIBITED USES ARE TO BE LIBERALLY CONSTRUED SUCH THAT A USE WHICH ARGUABLY FALLS INTO ONE OF THE CATEGORIES IS PROHIBITED. NOTHING SHALL PREVENT THE VILLAGE, IN ITS SOLE AND EXCLUSIVE DISCRETION, FROM ALLOWING A PROHIBITED USE TO EXIST AS PART OF THE PROJECT, PURSUANT TO A WRITTEN APPROVAL BY THE CORPORATE AUTHORITIES OF THE VILLAGE.

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-2022-____

RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF REDEVELOPMENT AGREEMENT AND SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY COMMONLY KNOWN AS THE 402 SOUTH 5TH AVENUE PROPERTY AND THE 408 SOUTH 5TH AVENUE PROPERTY, MAYWOOD, ILLINOIS, TO PURCHASER EXCLUSIVE BAR AND GRILL LLC FOR THE CONSTRUCTION AND OPERATION OF A BAR AND GRILL, AN OUTDOOR CAFÉ AREA AND A PARKING LOT LOCATED AT THE 402 - 406 - 408 SOUTH 5TH AVENUE PROPERTIES WITHIN THE MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT

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 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

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 6th day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

KTJ
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MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **November 30, 2022**
RE: **Temporary Moratorium regarding New Barber Shops, Hair Salons, Nail Shops, Special Event Spaces, Tobacco Shops, Live Music Permits, Pop-Up Retail Stores And Fast Food Restaurants, and Retail Overlay District Regulations to Separate Businesses to Limit or Promote Clustering Effect**

I have enclosed the following document for your consideration at the December 6, 2022 Combined Committee of the Whole / Special Village Board Meeting:

ORDINANCE TO ESTABLISH A TEMPORARY 180-DAY MORATORIUM REGARDING THE LOCATION, DEVELOPMENT, INSTALLATION, CONSTRUCTION, LICENSING AND OPERATION OF NEW BARBER SHOPS, HAIR SALONS, NAIL SHOPS, LIVE MUSIC PERMITS, POP-UP RETAIL STORES, SPECIAL EVENT SPACES, TOBACCO SHOPS AND FAST FOOD RESTAURANTS IN THE VILLAGE OF MAYWOOD

The enclosed Ordinance has been amended to include the following businesses -- Live Music Permits, Pop-Up Retail Stores -- as discussed at the November 1, 2022 public hearing regarding the enactment of a 180-day zoning moratorium. The Village Board took a vote to recommend the imposition of the 180-day zoning moratorium. With a final vote on this enclosed Ordinance, the 180-day temporary moratorium shall be in effect beginning on December 6, 2022 and ending on May 5, 2023, unless the Village Board adopts an ordinance that repeals the temporary moratorium on an earlier date.

If there are any questions, please contact me.

Mike

Enclosures
cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
Members of the Plan Commission/Zoning Board of Appeals (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Walter Duncan, Director of Building & Code (w/ encls.)
Angela Smith, Director of Community Development (w/ encls.)
Michele Kitch, Business Attraction / Retention Coordinator (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

ORDINANCE NO. CO-2022 - _____

AN ORDINANCE TO ESTABLISH A TEMPORARY 180-DAY MORATORIUM REGARDING THE LOCATION, DEVELOPMENT, INSTALLATION, CONSTRUCTION, LICENSING AND OPERATION OF NEW BARBER SHOPS, HAIR SALONS, NAIL SHOPS, LIVE MUSIC PERMITS, POP-UP RETAIL STORES, SPECIAL EVENT SPACES, TOBACCO SHOPS AND FAST FOOD RESTAURANTS IN THE VILLAGE OF MAYWOOD

WHEREAS, the Village of Maywood (the "Village") is currently in the process of evaluating the appropriate locations, number of stores and businesses, potential mandatory distance requirements between stores and businesses to limit or encourage clustering of certain stores and businesses in certain commercial corridor areas within the Village, licensing provisions and safety regulations of new barber shops, hair salons, nail shops, live music permits, pop-up retail stores, special event spaces, tobacco shops and fast food restaurants within the Commercial Zoning Districts of the Village. Given the current location and density of the existing stores and businesses and the multifunctional nature of barber shops, hair salons, nail shops, live music permits, pop-up retail stores, special event spaces, tobacco shops and fast food restaurants, the Village has not had an opportunity to review and analyze the range of land use and regulatory issues raised by such stores and businesses; and

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") of the Village of Maywood find that it is in the best interests of the residents of the Village to protect the welfare of its residents by taking measures to assure the proper, necessary and appropriate location, development, installation, construction, licensing and operation of barber shops, hair salons, nail shops, live music permits, pop-up retail stores, special event spaces, tobacco shops and fast food restaurants within the Commercial Zoning Districts of the Village; and

WHEREAS, the President and Board of Trustees of the Village of Maywood find it necessary and desirable and in the best interests of the residents of the Village that a comprehensive review of the Village's standards for location, development, installation, construction, licensing and operation of barber shops, hair salons, nail shops, live music permits, pop-up retail stores, special event spaces, tobacco shops and fast food restaurants within the Commercial Zoning Districts of the Village be conducted and that appropriate amendments be made to the Village Code and to the Zoning Regulations of the Village of Maywood, as necessary and appropriate; and

WHEREAS, the President and Board of Trustees of the Village of Maywood find that a temporary moratorium on the development, installation, construction, licensing and operation of new barber shops, hair salons, nail shops, live music permits, pop-up retail stores, special event spaces, tobacco shops and fast food restaurants within the Commercial Zoning Districts of the Village is necessary for the protection of the public health, safety and general welfare of the residents of the Village of Maywood and that such temporary

moratorium shall be in effect for a 180-day period of time commencing immediately upon the vote of the Corporate Authorities on **December 6, 2022 and terminating at 12:01 a.m. on May 5, 2023,** or upon adoption by the Village President and Board of Trustees of "An Ordinance Repealing the Temporary Moratorium On The Location, Development, Installation, Construction, Licensing And Operation Of New Barber Shops, Hair Salons, Nail Shops, Live Music Permits, Pop-Up Retail Stores, Special Event Spaces, Tobacco Shops And Fast Food Restaurants In The Village Of Maywood."

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

SECTION 1: The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2: For the 180-day time period beginning immediately upon the vote of the Corporate Authorities on **December 6, 2022 and terminating at 12:01 a.m. on May 5, 2023,** or upon adoption by the Village President and Board of Trustees of "An Ordinance Repealing the Temporary Moratorium On The Location, Development, Installation, Construction, Licensing And Operation Of New Barber Shops, Hair Salons, Nail Shops, Live Music Permits, Pop-Up Retail Stores, Special Event Spaces, Tobacco Shops And Fast Food Restaurants In The Village Of Maywood," whichever is earlier, a temporary moratorium shall remain in full force and effect. Notwithstanding the limitations of this Section, the Temporary Moratorium shall not apply to any proposed development, installation, construction, licensing or operation of barber shops, hair salons, nail shops, live music permits, pop-up retail stores, special event spaces, tobacco shops and fast food restaurants for which a completed application (inclusive of all required fees and submittals) had been submitted and the necessary permit or approval has been given or issued to the Village prior to December 6, 2022.

SECTION 3: The Village Manager is directed to engage the Village Land Planner and other applicable Village staff, the Village Attorney and Village consultants in a detailed review of all zoning, planning and regulatory issues to evaluate the appropriate locations, number of stores and businesses, potential mandatory distance requirements between stores and businesses to limit or encourage clustering in certain commercial corridor areas within the Village, licensing provisions and safety regulations of new barber shops, hair salons, nail shops, live music permits, pop-up retail stores, special event spaces, tobacco shops and fast food restaurants within the Commercial Zoning Districts of the Village. Given the current location and cluster density of these categories of existing stores and businesses and the multifunctional nature of barber shops, hair salons, nail shops, live music permits, pop-up retail stores, special event spaces, tobacco shops and fast food restaurants, the Village has not had an opportunity to review and analyze the range of land use and regulatory issues raised by such stores and businesses, and to propose recommended amendments to the Village Code and the Zoning Regulations of the Village of Maywood to be considered at a public hearing before the Village's Plan Commission/Zoning Board of

Appeals, if necessary, and to file an ordinance containing proposed code amendments and any recommendations and findings by the Plan Commission with the President and Board of Trustees prior to April 30, 2023.

SECTION 4: Pursuant to 65 ILCS 5/1-2-4, the President and Board of Trustees of the Village of Maywood find that there is an urgent need to have this Ordinance take effect immediately upon its passage, and direct that this Ordinance take effect immediately upon passage provided that the Corporate Authorities approve of the Ordinance by a 2/3rds vote of all of the members then holding office.

SECTION 5: Each Section, paragraph, clause and provision of this Ordinance is separable, and if any such Section, paragraph, clause or provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any portion hereof, other than that part affected by such decision.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by the Village President, and attested to by the Village Clerk on the same day, on the 6th day of December, 2022.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this ___ day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, the duly elected and qualified Village Clerk of the Village of Maywood, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. CO-2022 -_____

AN ORDINANCE TO ESTABLISH A TEMPORARY 180-DAY MORATORIUM REGARDING THE LOCATION, DEVELOPMENT, INSTALLATION, CONSTRUCTION, LICENSING AND OPERATION OF NEW BARBER SHOPS, HAIR SALONS, NAIL SHOPS, LIVE MUSIC PERMITS, POP-UP RETAIL STORES, SPECIAL EVENT SPACES, TOBACCO SHOPS AND FAST FOOD RESTAURANTS IN THE VILLAGE OF MAYWOOD

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Maywood at a Special Board Meeting held on the 6th day of December, 2022, at which meeting a quorum was present, and approved by the Village President of Maywood on the 6th day of December, 2022.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ____ day of December, 2022.

By: _____
Gwaine Dianne Williams, Village Clerk

SEAL

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MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **October 26, 2022**
RE: **IT Master Services Agreement, Addendum to Agreement, Installment Payment Agreement and Statement of Work with Impact Networking, LLC for IT Support Services and Purchase and Maintenance of IT Equipment**

Per the direction of Acting Village Manager James Krischke, I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

1. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MASTER SERVICES AGREEMENT, ADDENDUM TO AGREEMENT, INSTALLMENT PAYMENT AGREEMENT AND STATEMENT OF WORK WITH IMPACT NETWORKING, LLC FOR IT SUPPORT SERVICES AND PURCHASE AND MAINTENANCE OF IT EQUIPMENT
2. The following documents are attached to the Resolution as Group Exhibit "A": Master Services Agreement, Addendum to Agreement, Installment Payment Agreement and Statement of Work.

Summary of Agreement and Related Documents:

- **Addendum to Agreement:** Pricing discounts are listed.
  - The termination provision of this document is still be negotiated and I will distribute an updated version to the Village Board prior to the meeting.

- **Master Services Agreement ("MSA"):**

  - Section 2 (Fees for Deliverables) needs to be amended to recognize the 12% per annum interest penalty of the Local Government Prompt Payment Act (50 ILCS 505), not a "1.5% or the highest amount allowed by law" per month interest penalty.
  - Section 10 (General), Subsection (f) (Governing Law) and Subsection (g) (Forum; Venue; Jury Trial) are acceptable and need to apply to all other agreements between the Parties.

- **Installment Payment Agreement ("IPA"):** Term: 60 months. IPA Monthly Payment: $27,242.10.

  - Section 10 (Remedies) needs to be amended to recognize the 12% per annum interest penalty of the Local Government Prompt Payment Act (50 ILCS 505), not an 18% per annum interest penalty.

- Section 12 (Indemnification) needs to be amended to add a mutual indemnification provision.
- Section 15 (Miscellaneous): Subsection 15(a) (Choice of Law) needs to be amended to provide the choice of law and federal court jurisdiction shall be in Cook County, Illinois where the situs of the services are delivered to the Village.

- **Statement of Work ("SOW"):** No legal comments.

If there are any questions, please contact me.

Mike

Enclosures
cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
James Ellexson, Director of Human Resources (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2022-____

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MASTER SERVICES AGREEMENT, ADDENDUM TO AGREEMENT, INSTALLMENT PAYMENT AGREEMENT AND STATEMENT OF WORK WITH IMPACT NETWORKING, LLC FOR IT SUPPORT SERVICES AND PURCHASE AND MAINTENANCE OF IT EQUIPMENT

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village" or "Corporate Authorities") desire to hire Impact Networking, LLC ("Impact") to provide IT Support Services and supply hardware, software and other technology equipment and to provide maintenance services of such equipment (the "Services") necessary to assist the Village with its upgrading of its IT equipment and platforms in accordance with the terms set forth in the Master Services Agreement, Addendum to Agreement, Installment Payment Agreement and Statement of Work (collectively the "Agreement"), copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, Impact desires to enter into the Agreement and agrees to perform the Services in exchange for payment of the fees set forth in the attached Agreement. The Monthly Payment for performance of the Services under the Agreement equals $27,242.10; and

WHEREAS, the President and Board of Trustees of Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve and enter into the attached Agreement with its HIPPA Business Associate Agreement (**Group Exhibit "A"**) pursuant to their home rule powers and contracting authority provided by Sections 6 (Powers of Home Rule Units) and 10 (a) (Intergovernmental Cooperation) of Article VII (Local Government) of the Illinois Constitution of 1970, as well as the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)), and find that entering into the Agreement is in the best interests of the Village, its employees, residents, business owners, property owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. 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: Approval of Documents. The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the attached Master Services Agreement, Addendum to Agreement, Installment Payment Agreement and Statement of Work (collectively the "Agreement"), which are marked as **Group Exhibit "A"** and made a part hereof, and authorize and direct the President and Clerk of the Village of Maywood (or their designees) to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3: Approval of Financial Obligations and Other Documents. The Board of Trustees further authorize and direct the President and Clerk (or their designees) to execute such other documents as are necessary to fulfill the Village's obligations under the Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of the Agreement to Impact for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this day 6th of December, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 6th day of December, 2022, by the Village President of Maywood, and attested by the Village Clerk on the same day.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Gwaine Dianne Williams, Village Clerk

Group Exhibit "A"

Master Services Agreement

Addendum to Agreement

Installment Payment Agreement

Statement of Work

(attached)

impact
IMPACTMYBIZ.COM

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ADDENDUM TO AGREEMENT

This Addendum ("Addendum") is attached to and made part of Master Services Agreement, Supplement A- Managed IT- CompleteCare Services and Supplement D-Managed IT- Data Back-up & Disaster Recovery (together, the "Agreement"), executed concurrent with this Addendum, between Impact Networking, LLC ("Impact") and Village of Maywood. ("Customer" or "Client"). Impact and Client are collectively referred to herein as the "Parties". Any inconsistency between the provisions of this Addendum and the provisions of the Agreement to which this Addendum is attached shall be resolved in favor of the provision of this Addendum.

The Parties agree as follows:

Master Services Agreement

1. Section 2(a) - the reference to "15%" in this section shall be deleted and replaced with "0%".

2. Section 2(c) entitled "Payment Terms", the second sentence of this section shall be deleted and replaced with the following language:

   "If any accurately invoiced amounts remain unpaid 30 days after Client's receipt of invoice, Client shall pay a monthly late charge based on the unpaid amounts equal to a maximum of 1% as allowed under the Local Government Prompt Payment Act (50 ILCS 505) until such amounts are paid in full (unless otherwise set forth in the Exhibits)."

3. Section 5(a), under the headline "No Warranties; Express or Implied" shall be deleted and replaced with the following language:

   "Limited Warranties. Impact and its Affiliates represent and warrant that the Deliverables provided to Client pursuant to this Agreement (including any Supplements without regard to any disclaimer of warranties set forth therein) (1) will perform substantially in accordance with the Statement of Work attached hereto, (2) are in compliance with all applicable laws and regulations, and (3) insofar as such Deliverables are the property of third parties, Impact has all requisite authority from such third parties to license same to Client pursuant to the terms set forth herein. Except as otherwise set forth herein, IMPACT AND ITS AFFILIATES MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

   Impact warrants that the work performed by Impact will be performed in accordance with reasonable and customer practices prevailing at the time for its business and as well as in good workman like manner. If Client believes that Impact has not met this standard, Client shall provide Impact with a written notice of such a claim. After Impact receives such written notice, Impact is provided a ninety (90) day cure window to resolve any deficiencies prior to Client having an ability to file any warranty claim against Impact.

   Client's sole remedies for breach of a warranty are, at Impact's sole discretion, to: (i) re-perform the Services or re-provide the Products or Deliverables, or (ii) reimburse the portion of the fees directly paid by Client that relate to the non-conforming Services. Impact will have no obligation with respect to any warranty claim if the claim is the result of (i) damage caused by unauthorized modification by Client or any third party not performing under the direction of Impact, (ii) any abuse or misuse by Client or any third party not performing under the direction of Impact, or (iii) damage caused by disaster, including but not limited to, fire, flood, wind or lightning. Impact shall not be liable for any interruptions, malfunctions, or other issues of any kind that may be caused by any third- party services, software

or products that are provided as part of the Services, Deliverables or Products. Impact will pass through to Client, but will not be responsible under any circumstances for, any transferable third-party services warranties and remedies provided by the provider of any third-party services."

4. Section 7 entitled "Default" shall be deleted and replaced with the following language:

"Client shall be in default under this Agreement if Client: (i) fails to make any payment to Impact or its agent within ten days of when due or (ii) breaches any other term or condition included in this Agreement and Client fails to cure any such breach within ten days ("Default Events"). If a Default Event occurs, Impact may, in addition to other remedies, (i) refuse to provide any Deliverables until payment in full, including any late payment fees, are made; (ii) declare any and all sums (including penalties) which are due under the terms of this Agreement to be immediately due, (iii) furnish Deliverables on a cash on delivery "per call" basis at published rates; and/or (iv) exercise any and all other remedies to which it may be entitled. The Client agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in establishing or enforcing its right hereunder."

5. Section 8(b) entitled "Termination" shall be deleted and replaced with the following language:

"**Termination**. After June 30, 2025, if the current Mayor of the Village of Maywood at the time this Agreement is executed fails to be reelected and there is a change in the individual holding the position as the Mayor of the Village of Maywood, this Agreement may be terminated by Client upon ninety (90) days' written notice, however, the termination of this Agreement will not be effective until an additional twenty-four (24) months have passed since the written notice was provided to Impact via certified mail or the end of the Term of the Agreement, whichever occurs earliest. Both Parties obligations under the Agreement does not change during the twenty-four (24) month period after the written termination notice is provided to Impact or until the end of the Term of the Agreement, whichever occurs earliest. In the event of termination and prior to the effective termination date, Client agrees to pay any past due, owing or pending amounts owed to Impact as well as a payment for the full amount owed to Impact for any labor provided to Client as part of this Agreement. If either Client terminates this Agreement, Impact will assist the Client in the orderly termination of services, including timely transfer of the services to another designated provider

In addition to termination rights set forth in any Supplement: (i) If a Default Event occurs, Impact may terminate this Agreement. (ii) If Client or Impact (A) is the subject of a dissolution, reorganization, insolvency or bankruptcy action or (B) suffers the appointment of a receiver, conservator or trustee, either party may terminate this Agreement. In the case of clause (A)or (B) proof of such action or appointment must be provided to the other party within 30 days."

Supplement A Managed IT- CompleteCare Services

1. Under the headline "Term", reference to "15%" shall be deleted and replaced with "0%".

Supplement A Managed IT- Data Back-up & Disaster Recovery

1. Under the headline "Payments", reference to "15%" shall be deleted and replaced with "0%".

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "red-lined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement on the dates shown below.

Customer's Signature	Nathaniel George Booker (Print name)	Mayor (Title)	11/10/22 (Date)
Impact's Signature	(Print name)	(Title)	(Date)

FISCAL FUNDING ADDENDUM

CUSTOMER

Full Legal Name: VILLAGE OF MAYWOOD — DBA Name (If Any):

Billing Address: 40 W. MADISON ST. — Phone Number: 708.450.6300

City: MAYWOOD — County: Cook — State: IL — Zip Code: 60153

Agreement Number: — Agreement Date:

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"),Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

(a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.

(b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.

(c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.

(e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.

(f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE

Signature X: [signature] (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)

Print Name: Nathaniel George Booker

Title: Mayor — Date: 11/10/22

Name of Government Entity: Village of Maywood

ACCEPTED BY COMPANY

Signature X:

Print Name:

Title: — Date:

Name of Corporation or Partnership:

17ANC016v2

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Addendum to Installment Payment Agreement (IPA)

This addendum is made part of the Installment Payment Agreement (IPA) ("Agreement") by and between Village of Maywood ("Lessee") and Impact Acquisitions, LLC ("Lessor") dated _____, 2022 Capitalized terms used but not defined will have the same meaning given to them in the Agreement.

The parties agree to the following changes to the Lease Agreement:

Terms and Conditions

Section 10. Remedies:

- All references to "18%" in this section is replaced with "12%".

Section 15 Miscellaneous:

- Subsection (a) is amended to read, " Choice of Law: This Agreement and any claims, controversies, disputes or causes of actions (Whether in contract, tort, or otherwise) shall be governed construed, and enforced in accordance with Federal Law and the laws of the state of Illinois. The parties agree that any dispute under this Agreement shall be adjudicated in a Federal or state court located in the state of Illinois. You consent to the personal jurisdiction of such courts, waive any objection relating to improper venue or forum non conveniens, and waive any right to transfer venue."

Except as expressly provided herein, no other term, condition, provision, covenant or agreement of the Agreement is changed, modified, amended or altered, nor are any of Lessor's or its assigns' rights or remedies under the Agreement, at law or equity, modified, waived, discharged or forgiven.

You agree that a facsimile copy of this letter agreement with facsimile signatures may be treated as an original and will be admissible as evidence in a court of law.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Agreed and Accepted:

Village of Maywood

Signature

Nathaniel Booker

Print Name

Mayor

Title

VILLAGE OF MAYWOOD CORPORATE SEAL COOK COUNTY, ILLINOIS

Impact Acquisitions, LLC

Signature

Print Name

Title

Impact Networking, LLC

13875 West Boulton Blvd.
Lake Forest, Illinois 60045

866.652.0082
847.785.2251 fax
www.ImpactMyBiz.com

Installment Payment Agreement (IPA)

Client Information

Village of Maywood
COMPANY NAME (FULL LEGAL NAME)

Lanya Satchell
BILLING CONTACT

40 Madison St
ADDRESS

Maywood | IL | 60153
CITY | STATE | ZIP

lsatchell@maywood-il.org
EMAIL

708-450-6314 | FAX
PHONE

FEDERAL TAX ID NUMBER | EFFECTIVE DATE

Terms and Conditions

This Installment Payment Agreement (the "Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words you, and your mean you, our Client. The words we, us, and our, mean Impact Networking, LLC.

BY SIGNING THIS AGREEMENT: (i) You acknowledge that you have read and understand the terms and conditions of this Agreement including those on page 2 of this Agreement; (ii) You agree that this Agreement cannot be terminated or cancelled and that you have an unconditional obligation to make all of the monthly payments called for under this Agreement (consisting of the IPA Monthly Payment amount shown hereon, payable each month for the number of months indicated as the "term" of this Agreement, plus such other amounts as are payable hereunder), (iii) you agree you cannot withhold, set off against or reduce such payments for any reason; (iv you will use the Products only for business purposes and in compliance with all applicable laws and regulations; (v) you acknowledge that if this Agreement is replacing an existing agreement the new Installment Payment may include the balance of that existing agreement and result in a greater aggregate product cost to you; and (vi) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

Product Description	Quantity	Serial Number	Location
CompleteCare Services			

Term and Payment Schedule

IPA Term (months)	IPA Monthly Payment
60	$ 27,242.10

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying document.

Client agrees to pay at the time of signing this IPA:	
Total Number of Advances: (months)	2
Total Advance IPA Payment:	$ 54,484.20
One-Time Documentation Fee:	$ 150.00
Total Due:	**$ 54,634.20**

Impact Networking, LLC

Authorized Signature | Date Signed

Printed Name

Title

Obligor

Client Authorized Signature | Date Signed

Nathaniel Booker
Printed Name and Title

Mayor
Title

1. **PRODUCTS FINANCED; TERM, RENT AND FEES:** We have agreed to provide you and you agree and promise to pay us for equipment ("Equipment"), software license rights ("Software"), maintenance contract(s) ("Maintenance"), and/or services ("Services") (together, the Equipment, Software, Maintenance and Services are hereinafter referred to as the "Products") as identified on the front page of this Agreement. This Agreement will begin on the date that any of the Products are delivered to you, or any later date we designate, and the Products will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 14 days after delivery of the Products to you if, previously, you have not given written notice to us of your non-acceptance. The first Installment Payment is due on the date indicated above or as set forth in your initial invoice under the IPA and the remaining Installment Payments will be due monthly thereafter (or such other time period specified on the front of this Agreement) as designated on our subsequent invoices to you. You will make all payments required under this Agreement to us or our assignee at such address as we or our assignee may specify in writing. If any Installment Payment or other amount payable under this Agreement is not paid within 10 days of its due date, you will pay us a late charge equal to the lesser of (a) 7% of each late payment, or (b) the maximum rate allowable under applicable law. Any advance payments required hereunder in excess of a single monthly installment payment shall be applied to the last payments due under this Agreement. If one advance payment is required, it will be applied to your first monthly payment. You agree that you are unconditionally obligated to pay to us all of the payments provided for in this Agreement. We may inspect the Products at any reasonable time after advance notice to you.

2. **SERVICES:** All or a portion of your Installment Payment may represent the monthly amount you owe us for ongoing Services included as part of the Products hereunder (if applicable, the "Services Portion"). The Services may be described in a separate service agreement or statement of work. You agree that, if and to the extent we assign the Installment Payments, including the Services Portion, to a third party, you will pay our assignee the entire assigned portion of the Installment Payments as provided for under the "Assignment" section hereof. At the end of the first year of this Agreement and once each successive twelve (12) month period, we may increase the IPA Monthly Payment amount under this Agreement by up to 15% of the then current payment amount.

3. **NO WARRANTIES:** EXCEPT FOR ANY SEPARATE EXPRESS WRITTEN WARRANTIES THAT WE PROVIDE TO YOU, WE MAKE NO WARRANTIES OF ANY OF THE PRODUCTS, WHICH ARE PROVIDED ON AN "AS-IS BASIS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, NOR DO WE PROVIDE THE SOFTWARE, WHICH IS PROVIDED BY THE THIRD PARTY LICENSOR THEREOF. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT.

4. **LICENSE AGREEMENT:** YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND RECEIVED THE THIRD PARTY LICENSE AGREEMENT ("LICENSE AGREEMENT") RELATED TO ANY SOFTWARE. YOU ARE THE LICENSEE UNDER THE LICENSE AGREEMENT AND YOU AGREE TO PERFORM ALL THE OBLIGATIONS OF THE LICENSEE UNDER THE LICENSE AGREEMENT. YOU WILL USE THE SOFTWARE IN ACCORDANCE WITH THE TERMS OF THE LICENSE AGREEMENT. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE HAVE NOT ASSUMED ANY OF THE SOFTWARE LICENSOR'S OBLIGATIONS UNDER THE LICENSE AGREEMENT AND THAT WE SHALL HAVE NO LIABILITY FOR THE PERFORMANCE OF THE SOFTWARE LICENSOR'S OBLIGATIONS UNDER THE LICENSE AGREEMENT. You acknowledge that you have decided to enter into this Agreement in lieu of paying cash in advance to us for the Products.

5. **TAXES AND FEES:** You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Product. The IPA Monthly Payment amount hereunder is not inclusive of sales or use tax payable in connection with this Agreement, and any such tax will be added to your monthly payment obligation hereunder. Sales or use tax payable at the inception of the Agreement may be invoiced to you in installments, including a financing charge thereon. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after tax basis against the loss or unavailability of any tax benefits anticipated at the commencement date (as further described in Section 1) arising out of your acts or omissions. This indemnity will continue even after the termination of this Agreement.

6. **LOSS OR DAMAGE; INSURANCE:** You are responsible for protecting the Product from damage and loss of any kind. If the Product is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the Product against all loss or damage naming us as loss payee, (2) maintain commercial general liability and third party property damage insurance, and (3) deliver satisfactory evidence of such coverage with carriers, on policy forms and in amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Product for the Installment Payment Agreement term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. In the event we obtain the above-described insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide us with evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained. The insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time.

7. **TITLE TO THE PRODUCTS:** You own the Equipment. You hereby grant us a security interest in and to the Software and Equipment and all accessions, substitutions and proceeds thereof, including any refunds under section 8 below. You will keep the Equipment otherwise free of all liens and encumbrances. You will not move the Equipment from the Equipment Address stated above without our prior written consent not to be unreasonably withheld. You will abide by all applicable laws regarding the Equipment.

8. **PREPAID SERVICES:** You will not terminate, cancel or request a refund from any third party supplier for any prepaid maintenance or services provided by a third party, which maintenance or services are included in the Products. In the event you receive a refund of any prepaid maintenance or services from such a third party supplier, you agree to hold those monies in trust for our benefit and not commingle the refund with any of your other funds and you agree to remit the refund to us upon our request, with such amount to be applied by us to the amounts you owe us hereunder. If you are in Default hereunder, we may (in addition to all other remedies available to us under this Agreement) terminate the applicable third party maintenance or services agreement(s) and obtain refunds from the third party supplier or service provider, as applicable, for any prepaid maintenance or services and apply the refund to any amounts owed by you to us hereunder. You agree to indemnify, defend and hold us harmless for any payments made to us by a third party supplier in accordance with this section 8.

9. **DEFAULT:** Each of the following is a "Default" under this Agreement: (a) you fail to pay any Installment Payment or any other amount due hereunder within 10 days of its due date; (b) you do not perform any of your other obligations under a License Agreement, this Agreement, or any other agreement with us or with any of our affiliates and such failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you are named debtor (voluntarily or involuntarily) in any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) if any of the Equipment is located at a host facility, a breach under the terms of your host agreement; (f) if a letter of credit has been issued in conjunction with this Agreement, a non-renewal of such letter of credit; or (g) any guarantor dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above.

10. **REMEDIES:** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Agreement or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) the present value of all unpaid Installment Payments for the remainder of the above stated term of the Agreement, each discounted at the lesser of the rate implicit in this Agreement, or 4% per year, plus (ii) all other amounts due or that become due under this Agreement; (c) we may direct any third party supplier to withhold support, consulting and other services included in the Products (and you expressly acknowledge that same will not constitute a default by us or such supplier in any obligation to you) and we may further direct any such third party supplier to pay to us any refund due under any prepaid maintenance or services agreement included in the Products for services not rendered; d) we or our agent may peaceably repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason and/or we may disable your access to any Software; and (e) we may exercise any other right or remedy available at law or in equity. You shall pay us interest at the rate of 18% per annum on all past due amounts owed under this Agreement. In the event of a dispute arising out of this Agreement, including those incurred post judgment, the prevailing party shall be entitled to its reasonable collection costs, and attorney fees and costs incurred in enforcing or defending this Agreement. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. If we delay or fail to enforce any of our rights under this Agreement, we will still be entitled to enforce those rights at a later time.

11. **ASSIGNMENT:** YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLICENSE THE PRODUCTS OR YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. WE MAY, WITHOUT NOTIFYING YOU, SELL, ASSIGN, OR TRANSFER OUR RIGHTS UNDER THIS AGREEMENT AND OUR INTEREST IN THE EQUIPMENT AND SOFTWARE, IN WHOLE OR IN PART, TO A THIRD PARTY. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT IF WE ASSIGN OUR RIGHT TO RECEIVE PAYMENTS UNDER THIS AGREEMENT TO A THIRD PARTY, YOUR OBLIGATION TO MAKE THE PAYMENTS CALLED FOR UNDER THIS AGREEMENT, INCLUDING ALL OF THE SCHEDULED INSTALLMENT PAYMENTS TO BE DUE IN THE FUTURE, WILL BE UNCONDITIONAL AND THAT YOU WILL TIMELY PERFORM ALL SUCH OBLIGATIONS WITHOUT ANY DEFENSE OR CLAIM OF SET-OFF, EVEN IF: (A) YOU DO NOT RECEIVE SOME OR ALL OF THE PRODUCTS; (B) THE PRODUCTS ARE RECEIVED BY YOU, BUT NOT ON A TIMELY BASIS; AND/OR (C) THE PRODUCTS DO NOT, AT THE TIME OF YOUR RECEIPT OR THEREAFTER, OPERATE PROPERLY, ARE INEFFECTIVE, OR THERE IS ANY OTHER NONCONFORMANCE IN ANY SUCH PRODUCTS. YOU AGREE THAT OUR ASSIGNEE WILL HAVE NONE OF OUR OBLIGATIONS AND THAT THE RIGHTS OF OUR ASSIGNEE WILL NOT BE SUBJECT TO ANY CLAIMS, DEFENSES OR SET-OFF THAT YOU MAY HAVE AGAINST US OR ANY THIRD PARTY.

12. **INDEMNIFICATION:** You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties, claims, suits and actions (collectively "Claims") caused by or related to the manufacture, installation, ownership, use, possession, or delivery of the Products or any defects in the Products, and (b) all costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us, at your own cost and expense, against any Claims, except claims caused by our willful misconduct. You agree that your obligations under this Section 12 and Section 4 shall survive the termination of this Agreement for Claims arising during the term of this Agreement.

13. **CREDIT INFORMATION/FINANCIAL REPORTS:** YOU AUTHORIZE US OR ANY OF OUR AFFILIATES OR ASSIGNEES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE OR THEY DETERMINE ARE NECESSARY. You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.

14. **ELECTRONIC TRANSMISSION AND COUNTERPARTS:** The parties each agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. This Agreement is not binding on us until we sign it. The Agreement may be retained electronically and you agree that any such electronic version shall be fully enforceable without the need to produce an original.

15. **MISCELLANEOUS:** (a) Choice of Law: This Agreement and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed construed, and enforced in accordance with Federal law and the laws of the state of in which we (or if we assign this Agreement, our assignee) maintain(s) our (its) principal place of business (without regard to the conflict of laws principles of such state). The Parties agree that any dispute under this Agreement shall be adjudicated in a federal or state court located within the state in which we (or if we assign this Agreement, our assignee) maintain(s) our (its) principal place of business. You consent to the personal jurisdiction of such courts, waive any objection relating to improper venue or forum non conveniens, and waive any right to transfer venue. (b) Jury Trial: BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT. (c) Entire Agreement: The Agreement constitutes the entire agreement between you and us relating to our financing of the Products and supersedes all prior agreements; (d) Enforceability: If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective; (e) Amendment: This Agreement may not be modified or amended except in writing and signed by you and us. You agree however, that we are authorized, without notice to you, to supply missing information, such as serial numbers, or correct typographical, immaterial, or obvious errors in this Agreement provided that such change does not materially alter your obligations under this Agreement. (f) Notice: All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. (g) Usury: It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted under applicable law and any excess payment will be applied to the payments in inverse order of maturity, and any remaining excess will be refunded to you. (h) Prepayment: Prepayment or early termination is not permitted except at such time and on such terms and conditions as we may agree. (i) NSF: We may also charge you $25.00 for each returned check or if an ACH debit is not honored by your bank. (j) Restrictive Endorsements: You agree that any restrictive endorsement (such as "payment in full", "final payment" or otherwise) on any check submitted in payment for this Agreement shall have no force and effect and that we may cash the check and apply the proceeds without prejudice to our rights under this Agreement. (k) Purchase Orders: You agree that any purchase orders issued by you in conjunction with this Agreement are issued solely for your administrative purposes and no terms or conditions contained the purchase order will change or modify the terms and conditions of this Agreement. (l) Uniform Commercial Code: You authorize us to file a Uniform Commercial Code ("UCC") financing statement with respect to the Equipment and the Software. (m) Further Assurances: You will promptly execute and deliver to us such further reasonable documents (including without limitation, UCC financing statements), and take such further reasonable action (including without limitation, obtaining landlord or mortgagee's waivers and consents), as we may request in order to more effectively carry out the intent and purposes of this IPA or an assignment of our interest herein.

impact

Acceptance and Authorization to Fund Certificate

Obligor Information

Village of Maywood

Obligor Name

Agreement Number

The undersigned Obligor under the above-referenced Installment Payment Agreement ("IPA") hereby requests and authorizes Impact's third-party assignee of payment rights under the IPA (the "Assignee") to now fund Impact for: (i) those payment rights under the IPA that Impact and Assignee have agreed will now be assigned by Impact to Assignee (the "Assigned Payment Rights"), and (ii) Impact's interest in the Equipment and Software included in the Products under the IPA; notwithstanding that some or all of the Products (including Services), both as defined in the IPA, may have not yet been delivered or performed. Obligor hereby agrees that its obligations to the Assignee under the IPA with respect to the Assigned Payment Rights are non-cancellable, absolute and unconditional, and that Obligor cannot withhold, set off or reduce such payments for any reason, including non-performance of the Services or non-delivery of the Products referenced in the IPA, and that such obligations are not subject to any other defense Obligor may otherwise assert against Impact or others. Obligor hereby requests that the Assignee now pay Impact for the Assigned Payment Rights and/or for Impact's interest in the Equipment and Software include in the Products; and Obligor hereby acknowledges and agrees that the IPA and Obligor's obligation to begin making monthly payments thereunder will now unconditionally commence, notwithstanding any provision in the IPA to the contrary.

Obligor's delivery to Impact of a manually or digitally executed copy of this Acceptance and Authorization to Fund Certificate via hand-delivery, U.S. Mail, facsimile, email, web-service, commercial courier service or other means is effective for all purposes, and any such copy will be fully enforceable and treated as an original hereof. Obligor understands that Assignee may maintain a copy of this Acceptance and Authorization to Fund Certificate in electronic form and agrees that a copy produced from such electronic form or by other means shall in all respects be considered equivalent to an original hereof.

By signing below, Obligor represents and warrants that Obligor's name, as set forth in the signature block of the IPA, is Obligor's exact legal name and that the information provided to Impact identifying Obligor's state of organization is true, accurate and complete in all respects. References herein to "Impact" mean the entity identified in the IPA whose name includes the word "Impact".

Obligor Authorized Signature

Date

Nathaniel Booker

Print Obligor Authorized Name

Mayor

Print Obligor Authorized Title

For Impact Use Only

Name of person verifying delivery and acceptance of Certificate

Signature of employee who made telephone verification

Date of verification

Master Service Agreement (MSA)

CLIENT INFORMATION

Village of Maywood
CLIENT FULL LEGAL NAME

Lanya Satchell
CLIENT CONTACT

40 Madison St
CLIENT ADDRESS

Maywood | IL | 60153
CITY | STATE | ZIP

lsatchell@maywood-il.org
CLIENT EMAIL

708-450-6314
CLIENT PHONE

CLIENT FAX

CLIENT FEDERAL TAX ID #

EFFECTIVE DATE OF CLIENT FEDERAL TAX ID #

IMPACT INFORMATION

Impact Networking, LLC (IL)
IMPACT FULL LEGAL NAME

Cody Knudsen
IMPACT ACCOUNT MANAGER

Jacob Furgason
IMPACT BRANCH MANAGER

6 Territorial Ct
ADDRESS

Bolingbrook | IL | 60440
CITY | STATE | ZIP

cknudsen@impactnetworking.com
IMPACT ACCOUNT MANAGER EMAIL

630-365-7608
IMPACT PHONE

IMPACT FAX

EFFECTIVE DATE OF THIS AGREEMENT

MSA NUMBER

TERMS AND CONDITIONS

This Master Service Agreement (MSA) is entered into as of the Effective Date stated above by and between "Client" and "Impact".

This MSA consists of (a) this "Cover Page", (b) the "Terms and Conditions", (c) "Client Contact Information", (d) "Impact Contact Information", (e) "Supplemental Terms and Conditions and Signature Page", (g) "Statements of Work (SOW)" and any schedules or annexes attached to any of the foregoing, all of which are hereby incorporated into this Agreement by reference and collectively comprise this Agreement (collectively referred to as this "Agreement").

1. Deliverables

(a) **General.** Impact, itself and through its Affiliates (as defined below), agrees to provide to Client, and Client agrees to obtain from Impact, the services ("Services") and products ("Products") (collectively, "Deliverables") described in the Supplements and Statements of Work (SOWs), subject to the terms set forth in this Agreement and in the applicable Supplement (as defined in Section 1(b) below). "Affiliate" means an entity that controls, is controlled by, or is under common control with a party, where "control" means the direct or indirect ownership of more than 50% of the voting securities of such entity.

(b) **Additional Entities and Deliverables.** The parties or their Affiliates may add Deliverables to this Agreement by mutually agreeing to enter into a new Supplement, SOW, schedule ("Schedule") or change order ("Change Order") to this Agreement (collectively, "Exhibits"). Each Exhibit will be deemed to incorporate all of the terms of this Agreement. Use of the term "Exhibit" throughout this Agreement shall include any schedules attached to such Exhibit. Exhibits attached as of the Effective Date are listed above. When Deliverables are received by an Affiliate of Client or provided by an Affiliate of Impact under an Exhibit, then for the purposes of that Exhibit, references to "Client" or "Impact" in this Agreement will be deemed to include the applicable Affiliate of Client or Affiliate of Impact. An Affiliate's execution of an amendment or Exhibit to receive or provide Deliverables hereunder shall constitute such Affiliate's agreement to be bound by the terms of this Agreement.

2. Fees for Deliverables

(a) **General.** Client agrees to pay Impact: (i) fees for Deliverables as specified in the Exhibits, (ii) out-of-pocket and other additional charges pursuant to Section 10(i), and (iii) Taxes (as defined in Section 2(b)). Fees payable under the Exhibits are subject to increases, but in no event shall fee increases exceed 15% annually.

(b) **Taxes.** Client is responsible for the payment of all sales, use, excise, value added, withholdings and other taxes and duties however designated that are levied by any taxing authority relating to the Deliverables (including, without limitation, personal property taxes accessible on any equipment) ("Taxes") and fees charged relative to this Agreement. Client agrees to reimburse Impact for all amounts paid or payable by Impact in discharge of the Taxes. Client shall not be responsible for Taxes based on Impact's income.

(c) **Payment Terms.** Accurately invoiced amounts are due and payable upon Client's receipt of such invoice or as otherwise set forth in the Exhibits. If any accurately invoiced amounts remain unpaid 30 days after Client's receipt of invoice, Client shall pay a monthly late charge based on the unpaid amounts equal to the lesser of 1.5% or the highest amount allowed by law until such amounts are paid in full (unless otherwise set forth in the Exhibits). Client shall neither make nor assert any right of deduction or set-off from amounts accurately invoiced. In the event Client disputes any invoiced amounts paid to Impact, it shall deliver to Impact a written notice setting forth the reasons for such dispute and attaching any evidence supporting such claim. Impact shall have 30 days to respond to such dispute notice by either (i) providing to Client a written response and supporting evidence rejecting such dispute, or (ii) refunding the appropriate amounts to Client. Any invoiced amount submitted by Impact shall be deemed accurate unless Client provides a written dispute notice in accordance with this Section 2(d) prior to the due date for payment of such invoiced amount.

3. Pass-Through Terms

Client understands that the certain Deliverables, including third party software and hardware, are subject to pass through terms, conditions, end user licensing agreements and fees imposed by a third party licensor or supplier thereof. In the event that any such licensor or supplier modifies the terms or fees for such Deliverable, Impact shall be entitled to pass-through such changes to Client without written notice thereof.

4. Proprietary Rights

(a) Except as otherwise expressly set forth in an Exhibit, all right, title, and interest in and to the Deliverables, Product and Services, and any intellectual property rights embodied therein, together with any enhancements, improvements, or modifications made thereto (collectively, "Impact Technology"), is and will remain the sole and exclusive property of Impact and its licensors. Except for the rights specifically granted in this Agreement or an Exhibit, Client is granted no rights in or to the Impact Technology, and use of terms like "purchase" in conjunction with licenses to use Impact Technology shall not imply a transfer of ownership.

(b) Except as otherwise expressly set forth in an Exhibit, Impact and third party licensors and suppliers of the Products are hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its Products and Services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by Client or its users relating to the Products and Services.

(c) Except as otherwise expressly set forth in an Exhibit, Client retains all right, title, and interest in and to the electronic data or information submitted by Client or its users to the Products or Services ("Client Data"). Client hereby grants Impact and its Affiliates a worldwide, non-exclusive right and license to reproduce, use, distribute and display the Client Data as necessary to provide the Products and Services during the term of this Agreement.

(d) Nothing in this Agreement shall grant Client any right to use the trademarks of Impact. During the term of this Agreement, Impact may reasonably use Client's name and trademarks to identify Client as a client of Impact and a user of the Products and Services, including in printed promotional materials and online materials, provided that all tangible, written or online uses are pre-approved by Client.

5. Limitations

(a) **No Warranties; Express or Implied.** IMPACT AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE

(b) **Third Party Components.** IMPACT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY COMPONENTS IN ANY PRODUCTS. IMPACT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY OF INFORMATION, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY COMPONENTS. YOU SHOULD CONSULT THE RESPECTIVE VENDOR OR MANUFACTURER OF THE THIRD

TERMS AND CONDITIONS

PARTY COMPONENT FOR WARRANTY AND PERFORMANCE INFORMATION. IMPACT WILL ASSIST CLIENT WITH ANY WARRANTY CLAIMS TO BE MADE AGAINST ANY THIRD PARTY COMPONENT INCLUDED IN THE PRODUCTS.

(c) **Limitation of Liability.** IMPACT AND ITS AFFILIATES WILL NOT BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY PERSONAL INJURY OR INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, DATA OR PROFIT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IMPACT, ITS AGENTS AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE DELIVERABLES'S COMPLIANCE WITH LAWS AND REGULATIONS SPECIFICALLY APPLICABLE TO ANY USER OR INDUSTRY AND DISCLAIMS ALL LIABILITY ASSOCIATED THEREWITH. IMPACT DISCLAIMS ANY DUTIES OF A BAILEE, AND YOU HEREBY WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (ARISING UNDER COMMON LAW OR STATUTE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE, TRANSMISSION OR SHIPMENT OF CONTENT BY OR ON BEHALF OF IMPACT. WITH THE EXCEPTION OF CLIENT'S PAYMENT OBLIGATIONS, NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, PERFORMING SERVICES AT A LOCATION DEEMED BY IMPACT AS HAZARDOUS TO HEALTH AND SAFETY, LABOR DIFFICULTIES, IMPROPER TRANSPORTATION, ACTS OF GOD, ACTS OF CIVIL OR MILITARY AUTHORITY, FIRE, FLOOD, STRIKES, WAR, EPIDEMICS, PANDEMICS OR SHORTAGE OF POWER, TELECOMMUNICATIONS OR INTERNET SERVICE INTERRUPTIONS ("FORCE MAJEURE EVENTS"). THE PARTY EXPERIENCING THE FORCE MAJEURE EVENT AGREES TO GIVE THE OTHER PARTY NOTICE PROMPTLY FOLLOWING THE OCCURRENCE OF A FORCE MAJEURE EVENT, AND TO USE DILIGENT EFFORTS TO RE-COMMENCE PERFORMANCE AS PROMPTLY AS COMMERCIALLY PRACTICABLE.

(d) **Limitation on Remedies.** IN NO EVENT SHALL IMPACT'S AND ITS AFFILIATES' LIABILITY UNDER THIS AGREEMENT EXCEED THE ACTUAL CONSIDERATION PAID BY CLIENT CORRESPONDING TO SUCH DELIVERABLE. IN THE EVENT OF A BREACH OF THE AGREEMENT BY IMPACT, CLIENT'S REMEDIES ARE LIMITED TO, AT IMPACT'S ELECTION, THE RETURN OF THE RELEVANT FEES PAYABLE HEREUNDER OR THE REPLACEMENT OR REPAIR OF THE RELEVANT DELIVERABLES.

6. Indemnification

Impact will defend (at its expense) Client and its Affiliates, agents, representatives, and employees against any third party claims, and indemnify and hold harmless the such indemnified parties from any loss, costs, expenses (including reasonable attorneys' fees) or damages incurred by such indemnified parties in connection therewith ("Losses"), to the extent arising from any allegation that the Impact Technology infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of any third party. The foregoing indemnity shall not apply to any infringement or misappropriation claim to the extent arising from (i) content, data or materials provided by Client or any third party, including Client Data; (ii) the modification of any Deliverables, Product or Services by parties other than Client or its Affiliates; or (iii) the combination of the Deliverables, Product or Services with other products, materials or services not provided by Impact – the Deliverables, Product or Services provided by Impact by themselves being non-infringing. Except for the foregoing, Client agrees to defend Impact and its Affiliates, agents, representatives, and employees from and against any third party claims and indemnify and hold harmless such indemnified parties from related Losses arising from : (a) content, data or materials provided by Client or its Affiliates, including Client Data; (b) Client's breach of this Agreement; or (c) Client's or its users' use of the Deliverables, Product or Services, excluding, however, any of the foregoing resulting solely from the gross negligence or willful misconduct of Impact or its Affiliates, agents, representatives or employees.

7. Default

Client shall be in default under this Agreement if Client: (i) fails to make any payment to Impact or its agent within ten days of when due or (ii) breaches any other term or condition included in this Agreement and Client fails to cure any such breach within ten days ("Default Events"). If a Default Event occurs, Impact may, in addition to other remedies, (i) refuse to provide any Deliverables until payment in full, including any late payment fees, are made; (ii) declare any and all sums (including penalties) which are due under the terms of this Agreement to be immediately due, (iii) furnish Deliverables on a cash on delivery "per call" basis at published rates; (iv) terminate this Agreement without advance notice; and/or (v) exercise any and all other remedies to which it may be entitled. The Client agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in establishing or enforcing its right hereunder.

8. Term and Termination

(a) **Term.** This Agreement shall be effective on the Effective Date and shall remain in effect until the term of all outstanding Supplements have expired or such Supplements have terminated, unless otherwise terminated as provided herein. The term for Deliverables may be set forth in the applicable Supplement. A Supplement that does not state a term will be effective from its last date of execution until terminated in accordance with this Agreement or the Supplement. All Supplements are non-cancellable by the Client upon execution by the Client, unless otherwise permitted in the applicable Supplement.

(b) **Termination.** In addition to termination rights set forth in any Supplement: (i) If a Default Event occurs, Impact may terminate this Agreement. (ii) If Client (A) is the subject of a dissolution, reorganization, insolvency or bankruptcy action or (B) suffers the appointment of a receiver, conservator or trustee, Impact may terminate this Agreement. In the case of clause (A) or (B) proof of such action or appointment must be provided to Impact within 30 days. (iii) Impact may terminate this Agreement and any Supplement with 90 days' written notice to the Client.

(c) **Remedies.** Remedies contained in this Section 8 are cumulative and are in addition to the other rights and remedies available to Impact under this Agreement, by law or otherwise.

(d) **Post-Termination Obligations.** Impact will continue to provide certain services following the effective date of any termination subject to compensation at Impact's then hourly rates. Impact will cooperate with Client to provide for an orderly transition of Impact's services to Client at the time of any such termination. Promptly after the date of any such termination Impact will render a final billing to Client and Client will pay the same.

9. Privacy Policy and Acceptable Use

(a) **Privacy Policy.** Impact's privacy policy is located at https://impactmybiz.com/privacy-policy and is hereby incorporated into this Agreement by reference. Impact reserves the right to modify the privacy policy from time to time.

(b) **Acceptable Use.** Impact may determine, in its reasonable discretion, whether Client is violating the Acceptable Use policies for certain Products or Services. Using Products or Services in an abusive manner or any other manner that diminishes or interferes with anyone else's use or enjoyment of Products or Services is prohibited. Client also may not use Services for any illegal activities or purposes, intentionally or unintentionally. Client is responsible for all activity occurring under Client user accounts, and Client agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Client's use of Products and Services. Client represents and warrants that in connection with the use of the Products, Client: (i) will comply with all export laws, restrictions, national security controls, and regulations of the United States or other applicable authority; (ii) will not export or re-export or allow the export or re-export of the Products in violation of any such export laws, restrictions, controls or regulations. Client must: (i) notify Impact immediately of any unauthorized use of any password or account or any other known or suspected breach of security; and (ii) report to Impact immediately and use reasonable efforts to stop immediately any inappropriate copying or distribution of information that is known or suspected by Client.

10. General.

(a) **Binding Agreement.** This Agreement is binding upon the parties, their participating Affiliates, and their respective successors and permitted assigns.

(b) **No Assignment.** Neither party may sell, transfer, assign, or subcontract its rights or obligations under this Agreement without the express written consent of the other party. Any attempt to do so without such consent will be null and void. Notwithstanding the foregoing, Impact may, without Client's consent, assign this Agreement and its rights and obligations hereunder in connection with (i) a merger, combination, consolidation or similar business combination involving Impact, (ii) a sale of all or substantially all of Impact's assets, (iii) transfer to an Affiliate of Impact, or (iv) a sale of a majority of Impact's outstanding voting securities.

(c) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals and communications, whether written or oral, concerning the subject matter of this Agreement. Impact shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by an authorized representative of each party. If the terms of any Exhibit conflict with the terms of this Agreement, the Exhibit expressly shall control. If the terms of any Schedule conflict with the terms of the Exhibit to which such Schedule is attached, the terms of the Schedule shall control.

(d) **Severability.** If any provision, clause or section of this Agreement is adjudicated by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, all remaining provisions, clauses and sections shall remain in full force and effect. The parties agree that any invalid provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

(e) **Dispute Resolution.** Before initiating legal action against the other party relating to a dispute herein in accordance with Section 10(g), the parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. To this end, either party may request that each party designate an officer or other management employee with authority to bind such party to meet to resolve the dispute or claim. If the dispute is not resolved within 30 days of the commencement of informal efforts under this paragraph, either party may pursue formal legal action. This paragraph will not apply if expiration of the applicable time for bringing an action is imminent and will not prohibit a party from pursuing injunctive or other equitable relief to which it may be entitled.

(f) **Governing Law.** This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Illinois.

(g) **Forum; Venue; Jury Trial Waiver.** The parties agree that any dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State and/or Federal Courts of Illinois. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in State Court, the Circuit Court of Cook County, Illinois shall have exclusive jurisdiction over such dispute. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in Federal Court, the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over such dispute. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

(h) **Attorney's Fees and Litigation Costs.** In the event of a claim or litigation arising from or relating to the subject matter of this Agreement, and if Impact prevails in such claim or litigation, the Client shall reimburse Impact for all attorney's fees and costs resulting therefrom.

(i) **Additional Charges.** Client shall pay travel and living expenses and other out-of-pocket expenses reasonably incurred by Impact in connection with the Deliverables. As applicable, such out-of-pocket expenses shall be incurred in accordance with Impact's then-current corporate travel and expense policy. Except as expressly provided in an Exhibit, the parties agree that no Impact travel is anticipated with regard to the initial installation and implementation of the Deliverables set forth herein as of the Effective Date.

(j) **Notices.** Any notice to be given under this Agreement will be in writing, will be deemed given upon receipt, and will be delivered in person, by e-mail or by overnight delivery service with proof of delivery, to the address set forth in this Agreement or the relevant Exhibit (or such other address previously designated by the receiving party by written notice) to the attention of the receiving party's designated primary contact. Any notice to be given under this Agreement shall be provided in accordance with the contact information contained in this Master Service Agreement.

(k) **No Waiver.** The failure of Impact to insist on strict performance of any of the provisions hereunder shall not be construed as the waiver of any subsequent default of a similar nature.

(l) **Survival.** All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

(m) **Personnel.** Client agrees that it shall not solicit the employment of, employ, or contract with, any current or former Impact personnel with whom the Client had contact, either individually or through another party, employee, or other, for a period of one year following the termination of this Agreement.

(n) **Independent Contractor.** Impact and Client are and will remain independent contractors. This Agreement does not constitute a partnership. Neither party is a franchisee, agent or legal representative of the other for any purpose, and neither party has the authority to act for, bind or make commitments on behalf of the other.

(o) **Publicity.** Client and Impact shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective clients and Clients, provided that in so doing Client or Impact does not breach any of the confidentiality obligations of this Agreement. Impact may issue a press release regarding this Agreement, including its renewal and the addition of Deliverables, subject to Client's review and approval, which shall not be unreasonably withheld or unduly delayed. Except as authorized herein, Client will not use the name, trademark, service mark, logo or other identifying marks of Impact or any of its Affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Impact.

(p) **No Third Party Beneficiaries.** All of the provisions of this Agreement are solely for the benefit of the parties hereto, and none of the other provisions of this entire Agreement shall inure to the benefit of any person not a party to this Agreement, and third parties shall have no rights hereunder.

(q) **Approval Requirement.** This Agreement shall not be binding on Impact until approved by an officer of Impact.

(r) **Counterparts; Signatures.** This Agreement and any Exhibits hereto may be executed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument. Signatures transmitted by facsimile or electronically (including via PDF or similar file delivery method) shall have the same effect as an original signature.

impact

Master Service Agreement

CLIENT CONTACT INFORMATION

NOTICES

SAME
CLIENT COMPANY NAME

CLIENT FIRST AND LAST NAME

CLIENT ADDRESS

CITY | STATE | ZIP

CLIENT EMAIL

CLIENT PHONE | CLIENT FAX

BILLING

Village of Maywood
CLIENT COMPANY NAME

Lanya Satchell
CLIENT FIRST AND LAST NAME

40 Madison St
CLIENT ADDRESS

Maywood | IL | 60153
CITY | STATE | ZIP

lsatchell@maywood-il.org
CLIENT EMAIL

708-450-6314
CLIENT PHONE | CLIENT FAX

TECHNICAL

Village of Maywood
CLIENT COMPANY NAME

Marvin Savage
CLIENT FIRST AND LAST NAME

40 Madison St
CLIENT ADDRESS

Maywood | IL | 60153
CITY | STATE | ZIP

msavage@maywood-il.org
CLIENT EMAIL

(708) 450-6366
CLIENT PHONE | CLIENT FAX

IMPACT CONTACT INFORMATION

NOTICES

Impact Networking, LLC
IMPACT COMPANY NAME

Contracts Department
IMPACT FIRST AND LAST NAME

13875 West Boulton Boulevard
IMPACT ADDRESS

Lake Forest | IL | 60045
CITY | STATE | ZIP

madept@impactnetworking.com
IMPACT EMAIL

847-785-2250 | 847-785-2251
IMPACT PHONE | IMPACT FAX

BILLING

Impact Networking, LLC
IMPACT COMPANY NAME

IMPACT FIRST AND LAST NAME

IMPACT ADDRESS

CITY | STATE | ZIP

ar@impactnetworking.com
IMPACT EMAIL

847-785-2250 | 847-785-2251
IMPACT PHONE | IMPACT FAX

TECHNICAL

Impact Networking, LLC
IMPACT COMPANY NAME

IMPACT FIRST AND LAST NAME

IMPACT ADDRESS

CITY | STATE | ZIP

IMPACT EMAIL

IMPACT PHONE | IMPACT FAX

Master Service Agreement

CIVILITY POLICY

Impact is committed to the highest standards of social responsibility, ethical conduct, and treating each other with courtesy and civility. Impact employees shall perform with the highest level of integrity, transparency, and civility. This Civility Policy ("Policy") describes the expectations of Impact towards its clients and other entities with which it conducts business (collectively, "Clients"). Impact expects its Clients to operate in accordance with the principles in this Policy and in full compliance with all applicable laws and regulations. This Policy should be understood as a framework of minimum requirements which are applicable in the vast majority of situations. Impact recognizes the variety of legal and cultural environments in which Clients operate.

1. Ethics

Impact expects the highest standards of ethical conduct in all of its endeavors. Impact employees and Clients shall always be ethical in every aspect of their business, including relationships, practices, sourcing, and operations. Impact and its Clients commit to the following:

- **Discrimination.** Impact and Clients shall not discriminate against any worker based on age, disability, ethnicity, sexual orientation, gender, marital status, national origin, race, religion, political affiliation, or union membership, in hiring and other employment practices.
- **Harassment.** Impact and Clients shall commit to a workplace free of harassment and abuse.
- **Civility.** Impact and Clients shall behave in a manner that engenders mutual respect, treating each other with courtesy and civility regardless of position or status. Rude, disrespectful behavior is unwelcome and will not be tolerated.
- **Safe Place to Work.** Impact and Clients will provide their employees or contractors with a working environment which meets the highest standards of health and safety regulations or at minimum, local legislation, and is also free of any moral pressure.
- **Integrity.** Impact and Clients shall not engage in corruption, extortion, embezzlement, or bribery to obtain an unfair or improper advantage. Impact and Clients shall promote fair dealing practices. Impact and Clients shall abide by all applicable anti-corruption laws and regulations of the countries in which it operates, including the Foreign Corrupt Practices Act and applicable international anti-corruption laws and conventions.

2. Corrective Action Process

Impact holds its employees and Clients accountable to this Policy and Clients shall maintain and implement procedures for timely correction of any deficiencies or violations. In the event of repeated deficiencies or violations, at Impact's reasonable determination, Customer shall appoint alternative point of contact personnel for future interactions with Impact.

This Policy is intended to promote mutual respect, civility and orderly conduct among Impact, Impact employees, and Clients. ***This Policy is not intended to deprive any person of his or her right to freedom of expression, but only to maintain a safe, harassment-free workplace.***

INCLUDED SUPPLEMENTS

- [x] **Supplement A.** Managed IT – CompleteCare Services – Terms and Conditions
- [ ] **Supplement B.** Managed IT – Select Services – Terms and Conditions
- [ ] **Supplement C.** Managed IT – INC Subscription Agreement
- [x] **Supplement D.** Managed IT – Data Backup & Disaster Recovery – Terms and Conditions
- [ ] **Supplement E.** Cybersecurity – Managed Services – Terms and Conditions
- [ ] **Supplement F.** Process Optimization – Managed Services – Terms and Conditions
- [ ] **Supplement G.** Enterprise Solutions – Terms and Conditions
- [ ] **Supplement H.** Marketing – Managed Services – Terms and Conditions
- [ ] **Supplement I.** Software Maintenance and Upgrade Agreement (SMUA)
- [ ] **Supplement J.** Print Maintenance Agreement
- [ ] **Supplement K.** Cybersecurity – Managed Compliance – Terms and Conditions
- [ ] **Mutual Non-Disclosure Agreement**

AGREEMENT

Client and Impact acknowledge that they have read this Agreement, have caused this Agreement to be duly executed by their respective authorized representatives, and hereby agree as set forth herein.

CLIENT (OBLIGOR)		IMPACT	
CLIENT AUTHORIZED SIGNATURE		IMPACT AUTHORIZED SIGNATURE	
Nathaniel Booker			
CLIENT FIRST AND LAST NAME PRINTED		IMPACT FIRST AND LAST NAME PRINTED	
Mayor		659	
CLIENT TITLE	DATE CLIENT SIGNED	IMPACT TITLE	DATE IMPACT SIGNED

impact

Supplement A

Managed IT - CompleteCare Services

CLIENT INFORMATION

Village of Maywood
COMPANY FULL LEGAL NAME (CLIENT)

Lanya Satchell
CLIENT CONTACT

40 Madison St
COMPANY ADDRESS

Maywood | IL | 60153
CITY | STATE | ZIP

lsatchell@maywood-il.org
CLIENT EMAIL

708-450-6314 |
CLIENT PHONE | CLIENT FAX

MASTER SERVICE AGREEMENT

DATE | MSA NUMBER

EFFECTIVE DATES OF THIS SUPPLEMENT

START DATE | END DATE | 60
TERM (MONTHS)

TERMS AND CONDITIONS

This Supplement A - Terms and Conditions for Managed IT – CompleteCare Services (this "Supplement A") is a supplement to the Master Service Agreement indicated above (the "Agreement" between "Impact" and the "Client" indicated in the Agreement.) Impact and Client may sometimes be referred to as a "Party."

Pursuant to this Supplement A and the associated Statement of Work (SOW) and associated Coverage Agreements, Impact agrees to furnish the Client certain Managed IT services. Any additional services beyond those outlined in the associated SOW, additional SOWs or outside the scope of this Supplement A will require a Change Order Request.

This Supplement A is non-cancellable for the term specified herein, except as provided herein. The additional terms and conditions on the reverse side hereof are incorporated in and made part of this Supplement

Payment

Unless set forth otherwise therein, all recurring charges shall be billed monthly in advance in order to avoid lapse of coverage from Impact and any software toolset. Unless otherwise set forth in this Supplement A or the Onboarding SOW, non-recurring charges will be billed in arrears, with payments of undisputed amounts due within 30 days following Client's receipt of invoice. Freight is not included in the charges and shall be charged to the Client as applicable for supplies.

Impact will not begin performing services hereunder until payment for the first and last month of services to be performed hereunder has been received.

Support Services

The charges established by this Supplement A include payment for maintenance and repair work performed by Impact (the "Services") during Normal Business Hours, as defined below, for support of the number of covered devices and users listed under Coverage Totals. "Maintenance" is defined as any assistance in troubleshooting or correcting any performance issue or instances directly related to Covered Devices and Covered Users managed by Impact, and all aspects of the support program listed in this Supplement A, which will include inspections, adjustments, software updates, patches, virus protection or removal, and assistance with manufacturer warranty repair required for the proper operation as determined by Impact, but does not include expansion, in any form, of the original solution as described in the Onboarding SOW or Proposal. Examples of expansion include but are not limited to additional computer(s), laptop(s), server(s), network appliance(s), new users, workflow expansion, new device configuration, assistance during and after a Cybersecurity Breach Event, etc.

"Cybersecurity Breach Event" shall be defined as the following, data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems.

This Supplement A covers the labor and software licensing to perform the necessary work. This Supplement A does not include hardware, operating system, or third-party software costs.

This Supplement A is designed to provide the Services based on a fixed cost on a monthly basis. This does not mean that other costs may not be incurred. Additions and Client requested changes will be billed on an additional project basis. Unless otherwise agreed to by Impact, adding devices or users will require a change order request to be submitted to Impact. Additional devices and users may result in an increased/decreased charges as evaluated and tuned-up on a quarterly basis.

Coverage Under this Supplement A

The hours of operation for Impact are: 7:00 AM to 8:00 PM, Central Standard Time, (Monday through Friday), excluding holidays (the "Normal Business Hours").

Remote Diagnostics

Prior to an on-site response, personnel from Impact may attempt to resolve any issue via remote access, web-based software. In the event that this is necessary, Client agrees to provide any assistance necessary in diagnosing and resolving any issues. Client authorizes Impact to utilize remote diagnostic services in order to solve necessary support items, and Client agrees that Impact shall not be held liable for any software or network failures during any remote diagnostic sessions.

Impact offers remote diagnosis support: 24 hours a day, 7 day a week, 365 days a year. Please call our Support Hotline at 1-866-964-5050 or go to www.ImpactMyBiz.com/Support.

In the event of emergency/after-hours support requests, Impact will make commercially reasonable efforts to provide phone support services within 1 hour from the time Client makes the initial request to the Support Hotline listed above. The decision to perform a software upgrade shall be at the sole discretion of Impact.

On-Site Response

If Impact personnel are unable to resolve issues via telephone/ remote support, an on-site visit to the Client location may be required. In the event that an on-site visit is required, Client agrees to provide Impact personnel with any resources necessary to resolve any open issue in a timely manner.

Service Hours and Fees

Hourly fee for services not covered by this Supplement A or for on-site support on an unscheduled, non-Normal Business Hours, or emergency basis are $300 per hour plus a $150 per trip travel charge.

Scope Exclusions

No guarantee of repair time under this Supplement A can be made. No representative of Impact is authorized to give a binding completion time for any service performed under this Supplement A, and any representation of a completion time will be considered only an estimate. Impact is not responsible for third party vendor costs and Client shall pay for vendor costs subject to Client's approval of any amounts exceeding $250 in Client's sole discretion.

This Supplement A does not cover damage to any equipment or its parts arising out of Client's misuse, Client's abuse, Client's negligence, Client's incorrect power and/or outlet, or causes beyond Impact's reasonable control are not covered. In addition, Impact may terminate this Supplement A in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed or approved by Impact.

This Supplement A does not cover costs including but not limited to:

(1) Any and all costs for replacement parts required due to Client's use, new system additions and/ or related equipment and add-ons, and/or new software / licensing additions.

(2 Devices or Users not listed under Coverage Tools,

(3) Project-based labor,

(4) Programming (modification of software code) and software maintenance,

(5) End user applications training, or

(6) Cybersecurity Breach Event.

Limited Warranty

Impact cannot guarantee against the following and hereby expressly disclaims any problems relating to or arising out of:

660 (1) software or hardware that was unknown to Impact it prior to installation.

(2) "virus" or any other code designed or intended to have, or capable of: (x) disrupting, disabling,

TERMS AND CONDITIONS

harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (y) damaging or destroying any data or file without the user's consent

(3) equipment failure, whether or not the equipment was provided by Impact.

(4) operator or company error, including improper care of equipment.

Suspension of Services

Impact may suspend Services without liability if: (a) Impact reasonably believes that the use of the Services violates law or this Agreement, infringes the intellectual property rights of a third party or poses a threat to Impact's systems, equipment, processes, business or intellectual property; (b) Client does not cooperate with Impact's reasonable investigation of any suspected violation of this Agreement;

(c) there is an Cybersecurity Breach Event on Client's IT system, Client's server is accessed or manipulated by a third party without Client's consent, or there is another event for which Impact reasonably believes that the suspen sion of Services is necessary to protect the Impact network or Impact's other Clients; or (e) if otherwise required by law. Impact will give Client notice of suspension of at least twenty-four hours unless Impact determines in Impact's reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Impact, its Clients or others.

Chronically Failing Devices

Equipment belonging to the Client which has initially passed minimum standard requirements for the Services may be subject to chronic failure resulting in user and business interruption despite repair ("Chronically Failing Device"). Impact, in its sole discretion, may identify such Chronically Failing Devices and Client agrees to work constructively and positively work with Impact to consider replacement of the Chronically Failing Device at additional cost through Impact.

Cybersecurity Breach

If during the Term of this Agreement, the Client has a Cybersecurity Breach Event, the Client agrees to pay Impact for the reasonable costs associated with resolving and/or cleaning up after the Cybersecurity Breach Event.

Multi-Factor Authentication

Impact requires Client, its employees, agents, representatives and/or contractors ("Users") to use multi-factor authentication to provide increased security to gain access to their IT system/network using their devices including but not limited to computers, laptops, and other end user compute devices. Client agrees to indoctrinate Client's Users on the importance of complying with multi-factor authentication security requirements. Failure to comply with the Multi-Factor Authentication as set out in this Section, will be considered a breach of this Agreement and as a Default Events as defined in the Master Services Agreement.

Impact requires Client to implement a password policy for all its Users that will be be added/or updated as part of the oboarding process. The specific password policy for the Client will be defined in conjunction with Impact's VCIO and Client liaison. At the bare minimum, Impact will require the Client's Users to have a password of at least eight (8) characters long with three (3) complexity rules (upper case, lower case, number and/or symbols). Further, Impact will require all Users to change the password at least every six (6) months. Client can enhance their password requirement to fits its needs and the use of Single Sign On (SSO) will be considered for supported applications.

Term

This Supplement A will be valid for the term stated on the front of this Supplement A. This Supplement A will automatically renew on the same terms and charges for periods of one year unless prior written notice of termination is given by either party not less ninety (90) days prior to the expiration of the then current term. A corresponding invoice shall be issued for the renewal of this Supplement A when the associated cost is above and beyond any normal payments agreed upon at the inception of the support solution. This Supplement A is subject to annual increases of no more than 15% without prior notice to Client.

Client Responsibilities

Client will use reasonable security precautions in light of Client's use of the Services, including encrypting any information sent to or from the Services or an Impact device which: (a) identifies an individual, such as name, social security number or other government issued number, date of birth, address, telephone number, biometric data, mother's maiden name; (b) is "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4); (c) is "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103; or (d) is other personally identifiable information. Impact will make tools available to Client to implement such security precautions.

Client is responsible for its use of the Services. Client is responsible, without limitation, for obtaining appropriate permission to use, store, transmit and access any data, documentation, information or other materials stored on or used with the Services. Client is responsible for use of the Services by any third party to the same extent as if Client were using the Services itself.

Client warrants that all copies of software provided by Client and used by Client on Impact hardware or with the Services are properly licensed. Client will defend, indemnify and hold harmless Impact and its partners, its directors, officers, owners, employees and agents from and against all claims, suits, proceedings, costs, and expenses (including, without limitation, attorneys' fees) arising from or related to any software provided by Client.

Client agrees to allow Impact to deploy a remote monitoring application (Data Collection Agent) to gather meter readings, toner & service alerts for Impact supported equipment connected to Client's network.

Client will maintain the appropriate support/maintenance agreement for all critical line of business (LOB) applications. Failure to keep the appropriate support and maintenance agreements current with LOB vendors could result in direct charges to client for support of said applications. This may also limited Impact's ability to support the applications or keep them up to date with service and security patches.

AGREEMENT

Client and Impact acknowledge that they have read this Supplement A, have caused this Supplement A to be duly executed by their respective authorized representatives, and hereby agree as set forth herein.

CLIENT (OBLIGOR)		IMPACT	
CLIENT AUTHORIZED SIGNATURE		IMPACT AUTHORIZED SIGNATURE	
Nathaniel Booker			
CLIENT FIRST AND LAST NAME PRINTED		IMPACT FIRST AND LAST NAME PRINTED	
Mayor			
CLIENT TITLE	DATE CLIENT SIGNED	IMPACT TITLE	DATE IMPACT SIGNED

impact

Supplement D

Managed IT - Data Back-up & Disaster Recovery

CLIENT INFORMATION

Village of Maywood
COMPANY FULL LEGAL NAME (CLIENT)

Lanya Satchell
CLIENT CONTACT

40 Madison St
COMPANY ADDRESS

Maywood | IL | 60153
CITY | STATE | ZIP

lsatchell@maywood-il.org
CLIENT EMAIL

708-450-6314 | CLIENT FAX
CLIENT PHONE

MASTER SERVICE AGREEMENT

DATE | MSA NUMBER

EFFECTIVE DATES OF THIS SUPPLEMENT

START DATE | END DATE | 60
TERM (MONTHS)

TERMS AND CONDITIONS

This Supplement D - Terms and Conditions for Managed IT – Data Back-up and Disaster Recovery (this "Supplement D") is a supplement to the Master Service Agreement indicated above (the "Agreement" between "Impact" and the "Client" indicated in the Agreement.) Impact and Client may sometimes be referred to as a "Party."

This Supplement D for software, hardware, and services (the "Products") rendered for the purpose of Backup and Disaster Recovery ("Backup") between Impact and Client (as listed above and herein after referred to as "Client") for the length of the term stated on this Supplement D.

This Supplement D is non-cancellable for the term specified herein, except as provided herein. The additional terms and conditions on the reverse side hereof are incorporated in and made part of this Supplement D.

Payments

All contracts are minimum annual agreements are billed monthly in advance in order to avoid lapse of coverage from Impact Networking, LLC ("Impact"). This Supplement D and the associated Statement of Work (SOW) is subject to annual increases no more than 15% without prior notice to Client. This Supplement D automatically renews for a subsequent one-year term beginning on the day immediately following the end of the initial term unless either party gives the other ninety (90) days' prior to the expiration of the then current term written notice of its intent not to renew this Agreement.

Coverage Under This Supplement D

The hours of operation for Impact are: 7:00 AM to 8:00 PM, Central Standard Time, (Monday through Friday), excluding holidays (the "Normal Business Hours").

Please call our Support Hotline at 1-866-964-5050 or go to www.ImpactMyBiz.com/Support.

Catastrophic Event

In the event of a catastrophe, fees for the "Disaster Recovery Service" will be $1,000 plus all applicable freight and shipment costs to deliver a new Backup device that will contain the most current data loaded at the data center. Additionally, any service required to provide access to that data is included (Bare metal Restore for example).

Certain Services

It is understood that any and all services requested by Client that fall outside of the terms of this Supplement D will be quoted and billed as separate, individual services.

Service rendered under this Supplement D does not include the hardware replacement cost and the cost associated with hardware replacement due to damage, theft or destruction.

Client understands that in order to virtualize any protected server on the local BDR device, the device must have at least 50% free space on the local drive at time of virtualization. Impact will alert and notify client when any device is past this threshold and work with client to remedy the storage overage. This may be done by removal of backup data, alteration of backup and/or retention schedule, elimination of certain data form the backup and any other means.

Data Center Backups

Replication of all local backups to the partner data center are done utilizing the clients Internet connection. There are inherent risks in the use of the Internet and electronic communications, Impact is not responsible for any delays, delivery failures or other damage resulting from such problems.

Loaned Equipment

Unless otherwise stated Client agrees that the Backup device utilized by Impact, in the execution of this service shall remain the property of Impact, and must be returned if requested. Client further agrees to cease the use of any technology that remains the property of Impact upon termination of this Supplement D. If the Backup device unit is stolen, damaged or destroyed, Client agrees to pay the full amount of the lease and the cost to obtain replacement hardware. In the case where Client has provided their own device as utilizing the Backup software, Impact will not be liable for the device failing.

Equipment & Facilities

Client agrees that Impact may utilize certain items of Client's equipment and may gain access to certain Client facilities. Client retains title and ownership in all of Client's equipment owned by Client and utilized by Impact, and must grant authority for Impact to access Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, Client understands that Impact may be unable to perform its duties adequately and if such a situation should exist, Impact will be held harmless.

Passwords

Client will provide access to any and all systems and resources to perform Impact's duties under this Supplement D. As such, Client will provide Impact access to any and all passwords needed to complete the backup operations

Warranty

Impact warrants that the work performed by Impact will be performed in accordance with reasonable and customary practices prevailing at the time for its business. Client acknowledges that the Backup device cannot be modified in any way (including adding software applications to the device itself or adding memory or hard drives) or the warranty and the management agreements are voided.

AGREEMENT

Client and Impact acknowledge that they have read this Supplement D, have caused this Supplement D to be duly executed by their respective authorized representatives, and hereby agree as set forth herein.

CLIENT (OBLIGOR)

CLIENT AUTHORIZED SIGNATURE

Nathaniel Booker
CLIENT FIRST AND LAST NAME PRINTED

Mayor
CLIENT TITLE | DATE CLIENT SIGNED

IMPACT

IMPACT AUTHORIZED SIGNATURE

IMPACT FIRST AND LAST NAME PRINTED

IMPACT TITLE | DATE IMPACT SIGNED

Impact Networking, LLC
13875 W. Boulton Blvd.
Lake Forest, IL 60045
866.652.0082/847.785.2251 fax
ImpactMyBiz.com/Support

Managed IT Services Agreement - CompleteCare

Client Information

Village of Maywood
COMPANY NAME
40 Madison Street
ADDRESS
Maywood | IL | 60153
CITY | STATE | ZIP
Marvin Savage | 708-450-6300 |
CONTACT | PHONE | FAX
msavage@maywood-IL.org
EMAIL

Notes

Firewall management is provided as part of the Comcast agreement directly with the Village of Maywood for all 5 contracted sites. In the event that hardware provided by Comcast is not sufficient as specified in their agreement, the Village of Maywood will procure Meraki firewalls as per the original Impact recommendation at Maywood's expense.

Supported Items

	COUNT
CompleteCare Servers - Physical	2
CompleteCare Servers - Virtual	7
CompleteCare Computers - VDI	0
CompleteCare Computers - macOS	0
CompleteCare Computers - Windows	80
CompleteCare Computers - Thin Clients	0
CompleteCare Networking - Switch	10
CompleteCare Networking - WAP	16
CompleteCare Networking - Firewall	0
CompleteCare Networking - Spam Filter	0
CompleteCare Networking - NAS	0
CompleteCare Networking - SAN	0
CompleteCare Networking - UPS	6
CompleteCare IP Camera Uptime	0
CompleteCare VoIP User Maintenance	0
CompleteCare Mobile Devices	0
CompleteCare Advanced Support Hours	0
CompleteCare Sites	5
CompleteCare Users	167
Backupify Per Seat License (10 Minimum)	167
Backupify License (SharePoint Tenant)	1
KnowBe4 Platinum License	167
M365 Business Standard License	167
Proofpoint Essentials Advanced	167
SentinelOne Core Licenses	90
Umbrella Roaming Client Seats	80

Support Program

- Systems Management
  - Remote performance monitoring/alerting
  - Proactive preventative maintenance
  - Remote patch/update maintenance
  - Robust virus/intrusion protection
  - Backup and Disaster Recovery Solution
- Support Services
  - Service Desk for end-user technical support
  - Onsite IT management/support
  - Emergency after-hours support calls
  - 24x7 support availability
- Technology Planning
  - vCIO technology outlook planning
  - Periodic business reviews
  - Strategic IT planning services
  - Technology Asset & Vendor Management
  - Configuration Management
  - License Compliance

Monthly Total

Included

Authorization

CLIENT AUTHORIZED SIGNATURE
PRINT NAME | DATE

IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE
PRINT NAME | DATE

Impact Networking, LLC
13875 W. Boulton Blvd.
Lake Forest, IL 60045
866.652.0082/847.785.2251 fax
ImpactMyBiz.com/Support

Managed IT Services — **Agreement - (BDR) Solution 7**

Client Information

Village of Maywood
COMPANY NAME
40 Madison Street
ADDRESS
Maywood | IL | 60153
CITY | STATE | ZIP
Marvin Savage | 708-450-6300 |
CONTACT | PHONE | FAX
msavage@maywood-IL.org
EMAIL

Solution Items

DESCRIPTION	QTY
SecureImage Unlimited Servers 4TB Total	1
SecureImage Unlimited Servers 12TB Total	1

Description

SecureImage Server (Datto Powered)

Notes

Does not include onsite virtualization, only includes cloud virtualization.
1 Year Cloud Retention.

Support Program

- Implementation & Maintenance
  - Implementation of Solution
  - Regularly scheduled updates
  - System preventative maintenance
- Support Services
  - Service Desk for end-user technical support
  - Onsite IT for application technical support
  - Emergency after-hours support calls

Total Monthly Payment

Solution Included

Authorization

CLIENT AUTHORIZED SIGNATURE
PRINT NAME | DATE

IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE
PRINT NAME | DATE

Impact Networking, LLC
13875 W. Boulton Blvd.
Lake Forest, IL 60045
866.652.0082/847.785.2251 fax
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Managed IT Services — **Agreement - Project Combined**

Client Information

Village of Maywood
COMPANY NAME
40 Madison Street
ADDRESS
Maywood | IL | 60153
CITY | STATE | ZIP
Marvin Savage | 708-450-6300 |
CONTACT | PHONE | FAX
msavage@maywood-IL.org
EMAIL

Projects

DESCRIPTION	TOTAL
CompleteCare Onboarding	Included
Backupify SaaS Backup Project	Included
KnowBe4 Security Awareness Training Project	Included
Office 365 Tenancy Provision Project	Included
Proofpoint Spam Filter Project	Included
SentinelOne NGAV/EDR/MDR Project	Included
Umbrella DNS Protection Project	Included
SecureImage Server (Datto Powered) Project	Included
Village Hall Server Project	Included
Police Department Server Project	Included
GoDaddy Office 365 to Microsoft Office 365	Included
Full Network Stack Configuration & Installation	Included

Total

Total (tax not included) — Included

Authorization

CLIENT AUTHORIZED SIGNATURE
PRINT NAME — DATE

IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE
PRINT NAME — DATE

Impact Networking, LLC
13875 W. Boulton Blvd.
Lake Forest, IL 60045
866.652.0082/847.785.2251 fax
ImpactMyBiz.com/Support

Sales Order Terms and Conditions

1. This order shall not be binding on Impact Networking, LLC ("Impact") until approved by a duly authorized representative of Impact.
2. Delivery to the place of shipment specified herein shall constitute delivery to Buyer. All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact.
3. Impact reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
4. Full payment is due upon execution of this Sales Order. Buyer agrees to pay Impact for all costs and expenses, including attorney fees, incurred by Impact in establishing or enforcing its rights hereunder.
5. In the event that a specified Product listed in this Sales Order or the related Statement of Work becomes unavailable or cannot be timely supplied by the Impact (except where attributable to a Force Majeure), Impact will identify a substantially similar product as a substitute, which may replace the original Product. In such a case, Impact will seek approval for such substitution from Client. With Client's approval, Impact may substitute the specified Product with a substitute Product.
6. Impact reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
7. All claims of Buyer relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within ten days after receipt of goods by Buyer.

impact *Focus. Innovate. Grow.*

October 19, 2022

STATEMENT OF WORK

Village of Maywood

PROJECT

Onboarding & Cleanup/Remediation Projects

PREPARED BY

Brian Weber – Field Network Engineer

Ryan Messner – Business Development Specialist

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Onboarding

- Onboarding User Presentation
- Review Smartsheet Project Dashboard
- Review Client Roadmap
- Technical On-Site(s)
    - Asset Tag all managed equipment (Do not tag workstations/laptops because of INC Rental)
    - Configure Impact Network Control for client environment
- Clean Up
    - Create Impact Accounts for VMWare, Active Directory, Office 365, Firewall/Switch/WAP, and all other hardware, vendors, and 3rd party services
    - Uninstall antivirus software from servers, if applicable
    - Enable Shadow Copies when available
    - Perform reboots on workstations that were not rebooted while on site
    - Deploy DCA on Print Server(s), if not previously installed
- Documentation
    - Input any and all information and documentation to IT Glue

Physical Equipment Clean-Up/Disposal

- Preparation
  - Work with Village of Maywood resources to identify and mark equipment to be disposed of
  - Work with Village of Maywood resources to physically palletize marked equipment in a location conducive to pickup
  - Establish standards for plan of action surrounding retired storage devices (hard drive shredding and tape destruction, certificates of destruction, etc.)
  - vCIO to complete ARCOA Pickup Request Form
  - **NOTE: The services performed by ARCOA or other disposal partners are subject to charges for logistics, recycling, certificates of destruction and other fees including those for proper disposal in accordance with local regulations. These costs are not included in the scope of the agreement with Impact Networking.**

Server Migration & Consolidation Planning

- Preparation
  - Identify critical Village systems and determine lifecycle status with respect to vendor applications and associated hardware
  - Determine a path of viability for the applications deemed necessary on an ongoing basis
    - If current support and upgrade paths exist, incorporate the solution into overall migration and upgrade strategy and resource needs
    - If the tool or application is no longer under a support umbrella from vendor or VAR (ie. LaserFiche server, Milestone Camera System, etc.), evaluate new options and strategies for integration through the vCIO and support teams
  - Develop plans around the upgrade and decommission strategies identified in the above exercises as needed

Preliminary planning developed over the course of the assessment is as follows from this excerpt from the System Assessment:

Install and configure a new host in Village Hall with the following virtual machines:

DC01

APPS01

FS01

Migrate the ADDS services from Maywood2016SRV to DC01.

Consolidate the Caselle and MSI servers onto APPS01.

Migrate all data from the FINANCE server to FS01.

Migrate the LaserFiche application to APPS01 if vendor support is present.

Install and configure a new host in the Police Department with the following virtual machines:

DC02

APPS02

Impact Networking recommends the following migration plan for Servers/Workstations in the Police Department dispatch area:

- Allow vendors to continue managing the EMnet box, the HP DL380e Gen8, and the HIKVISION NVR systems.
- Decommission the following devices: old Dell cluster, Dell PowerEdge 1900, Workstations labeled PROJECT SHIELD, GEOCOMM, MERCURY POSITION 1, and CAD ALI LINK.

- Reverse911 Server - determine if this server can be virtualized. If so, migrate the application to APPS02 and properly decommission the server.
- Spectracom NetClock - determine if this device is still in use. If not, properly decommission the device.
- 9-1-1 TELEPHONE SERVER - determine if this workstation is still needed. If not, properly decommission the device.
- 9-1-1 CONSOLE Position 2 and 9-1-1 CONSOLE Position 3 - Determine which users can have access to this system configured on their individual workstations, properly decommission the workstations.
- CAD 1 and CAD 2 - Determine which users can have access to this system configured on their individual workstations, properly decommission the workstations.
- NICE CallFocus voicemail recorder - work with your vCIO to explore solutions from the existing or a new vendor.
- Dell PowerEdge R260 - Migrate the old EmergiTech CAD System and BEAST to APPS02, migrate all AD DS services to DC02, properly decommission the server.
- MPD-MILESTONE1 and MPD-MILESTONE2 - work with your vCIO to renew a vendor support agreement for these systems. Work with the vendor to explore virtualization options, this may be able to be migrated to APPS02 or a new virtual machine may need to be created specifically for this purpose.
- Milestone Workstation 1 and Milestone Workstation 2 - Continue to utilize the current workstations and include them as part of the workstation lifecycle replacement program.

Over the next 6 months following initial CompleteCare engagement, Impact will work alongside the Village of Maywood resources to fully develop consolidation plans. During which time, the solution requirements are likely to change significantly in terms of overall compute resources, storage footprint and removal of redundancies which will likely alter the recommendation.

Backupify

- Preparation
  - Document all apps which will be deployed
  - Confirm Backupify licensing is accurate against user counts
- Implementation
  - Provision Backupify client space
  - Login to management portal and configure SaaS backup status
  - Validate SaaS Platform admin credentials in Backupify portal
  - Confirm Backupify app is installed/validated in managed SaaS apps
  - 24 Hours after setup, confirm all client data is backing up at expected intervals

Network Infrastructure Upgrade

- Preparation
  - Ensure modern cabling standards project has been completed at the Police Department
  - Create Discovery/Planning document
  - Meraki: New Organization Setup
- Deployment
  - Meraki Wireless Access Points
    - Rename the WAP
    - Test all connectivity
      - Inbound/Outbound Internet
      - Internal Resources Access
      - Applications
      - Site-to-Site VPNs
      - Services/Applications/Servers
  - Meraki Switches
    - Back up current switch configuration(s)
    - Rename the switch
    - Assign a static IP address
    - Update address to match device location
    - Update port descriptions where applicable
    - Test all connectivity
      - Inbound/Outbound Internet
      - Internal Resources Access
      - Applications (List Fully)
      - Site-to-Site VPNs
      - Services/Applications/Servers
    - Configure Wireless settings (if the MX has built-in wireless)
      - Define SSID(s)
      - Define power and country settings
    - Configure DHCP
      - DHCP must be setup on each VLAN according to the overall network setup
      - If the network/VLAN has a DHCP server, set the Client addressing option to: Do not respond to DHCP requests
      - Define any necessary non-DHCP VLAN settings
    - Test all connectivity

- Inbound/Outbound Internet
- Internal Resources Access
- Applications (List Fully)
- Site-to-Site VPNs
- Services/Applications/Servers

- UPS Deployment (APC)
  - Connect the battery cable to the battery from the front of the unit (cable plug is yellow) into the front cable cavity/connector.
  - Connect the APC management port to an ethernet jack on the same subnet as the workstation being used to configure the APC.
  - Change password and document in ITGlue.
  - Define static IP address and document in ITGlue.

Office 365 Migration

- Preparation
  - Environment Prep
    - Create migration admin account on GoDaddy
    - Grant migration admin account full mailbox access
    - Disable admin throttling
  - O365 Environment Provision Checklist
    - Add and verify domain in O365
    - Create User Accounts and Assign User Licenses
    - Configure 365 Tenant to send/receive large items
    - Perform first migration pass
  - Communication & Scheduling
    - Conduct Mailbox Review w/ Client to determine Migration & Archiving Status
    - Work with FNE to create "What to Expect" template.
    - Send What to Expect & 365 Training Documentation to Client
- Implementation
  - Migration & Testing
    - Update the MX Records and TTL to point mail to O365
    - Verify MX propagation via MXToolbox
    - Disable SCP record on On-Prem Exchange
    - Perform second migration pass
    - Review Migration Wiz logs and retry any failed boxes or errors
    - Run Script to prompt user to create new profile; Manually Create Outlook Profiles if needed
    - Add alias accounts and distribution lists
    - Test Mail Flow Scenarios
      - 1. Impact to O365
      - 2. Public to O365
      - 3. Client O365 to Client O365
      - 4. Client O365 to Impact
      - 5. Client O365 to Public
    - Set up DKIM Signing for O365
    - Verify 100% data transfer
    - Remove the increased send/receive limits
  - Single Sign-On Setup
    - Add ADFS to local AD server.

- Define 3rd party CA for the Federation Server Name
- Configure ADFS
- Download Office 365 Tools
- Add local domain to Office 365
- Connect ADFS to Office 365
- Sync local Active Directory user accounts to Office 365 by using Azure Active Directory connect
- Configure client systems for Single Sign-On

- Software Deployment
  - Deploy Office Software to all required computers
  - Remove old versions of Office
  - Outlook Profile/SmartPhone configuration.
  - Decommission legacy on-premises systems
  - Update IT Glue Information

SecureImage

- Preparation
  - Identify all systems which will be protected and update the Secure/VirtualImage_Client_Template with the correct information
  - Verify gigabit connection availability for BDR unit
  - Power on BDR unit
  - Create local Impact account on BDR unit
  - Upload background image to BDR unit
  - Register client mailing address on BDR unit
  - Install available updates on BDR unit
  - Configure NTP (0.pool.ntp.org/1.pool.ntp.org) on BDR unit
  - Determine static IP, DNS, and gateway for BDR unit
  - Register Licenses w/ Backup Vendor
  - Verify Round Trip Seed Drive
- Implementation
  - Connect BDR unit to client network and power on
  - Apply static IP, DNS, and gateway to BDR unit
  - Verify ports from protected devices to BDR unit
  - Verify ports from BDR unit to internet
  - Confirm BDR unit DNS resolution
  - Remove pre-existing backup software from protected devices
  - Perform virus scan and remove infections from protected devices
  - Perform disk defragmentation on protected devices
  - Perform chkdsk on protected devices
  - Check/resolve VSS errors in Event Viewer on protected devices
  - If protected devices run SQL, set maintenance jobs to save to unprotected volumes
  - If protected devices run Exchange, set maintenance jobs to save to unprotected volumes
  - If protected devices run Exchange, enable Exchange VSS writers and circular logging
  - Deploy BDR agent to protected devices
  - Confirm BDR agent deployment and pair agents to BDR unit
  - Configure backup jobs for agents
  - Run initial backup jobs on agents
  - Verify successful backup jobs
  - If using round-trip drive, seed drive and confirm successful seed with BDR support
  - Verify base image and initial synchronization offsite

- Update IT Glue with new BDR Settings
- Update the VirtualImage BDR Schedule & Information Document and save to IT Glue and send to vCIO w/ verification project is completed.
- Validate Successful Replication (1 week)

Server Migration

- Preparation
  - Server Discovery (to be completed for each server)
    - Document all servers currently in use
    - Document all applications in use, including version numbers
    - Document all services running on each server
    - Document all file shares and determine which users or groups have access to each
    - Confirm how much data will be moved to new data repositories
    - Determine network speeds and estimate how long initial data copy will take
    - Determine which servers are Domain Controllers, global catalog controllers, file & print servers, etc.
  - AD Investigation
    - Confirm which servers are DC's, and which are global DC's
    - Determine status of AD replication
    - Document if domain a stand-alone, or are there other domains/forests with AD trusts
    - Document all active users in the domain
    - Document all groups or accounts with administrative rights
    - Document all OU's
    - Document all distribution groups
    - Document all security groups
    - Document all group polices currently in effect, and how they are applied to groups and OU's
    - Determine how permissions and rights are applied to AD objects
    - Document all active workstations in the domain
    - Document all other devices that exist in the domain (printers, scanners, NAS units, backup devices, etc.)
    - Determine permissions assigned to each device on a user/group basis
  - Offsite Hardware & Licensing Setup
    - Hardware
      - Confirm all hardware and licensing has been received
      - Remove server hardware from packaging
      - Install RAM upgrades (if necessary)
      - Install extra drives (if necessary)
      - Install any necessary devices (MicroSD card, network cards, fiber cards, etc)
      - Connect server to protected power source (power strip at the *very* least)
      - Log into RAID controller and set up drives in planned RAID configuration

- Log into BIOS disable UEFI/Secure boot, and enable legacy boot
- Plug in bootable USB drive and boot server to OS installation drive
- Follow installation process

- VMWare
  - Confirm receipt of VMWare licensing
  - Document licensing in ITGlue
  - Confirm access to license keys and available packages
  - Document licensing keys for available packages in ITGlue

- Client Planning
  - Overview of AD and how it affects users and devices
  - Discuss current workflow with client, including how files are created, saved, stored, accessed
  - Determine how permissions and groups affect current workflow
  - Discuss whether workflow should remain the same, or whether it should be modified at any point in the process to optimize flow of data - include discussion on scaling, either up or down
  - Discuss whether current permissions provide the necessary security for things such and financial records and HR data, and how that may need to be adjusted
  - Using the list of active users, work with decision makers to determine what data should be available to which users or groups
  - Determine with decision makers whether there are any network resources other than data (access to color printing, for instance) that should be restricted.
  - Discuss existing naming conventions for AD objects (workstations, laptops, etc) and determine what convention should be in use going forward, and how to standardize it during this process. Naming conventions should *NOT* include the name of the person who uses the machine, as machines are often reallocated over time

- Determine AD Structure
  - Design data structure and define groups to allow the least number of security objects to handle permissions
  - Define necessary Group Policies
  - Create test user accounts for new server/AD and test GPOs and access to files and folders

- Implementation
  - Install New VMWare Host(s)
    - Confirm location in rack for installation
    - Unbox UPS and prepare for physical installation
    - Unbox server and prepare for physical installation
    - Install mounting hardware for UPS
    - Install mounting hardware for VMWare host

- Install UPS in rack
- Connect batteries in UPS and plug device into AC power
- Power up UPS and test functionality
- Install server(s) in rack
- Connect server to UPS and confirm successful power-up

- VMWare Installation
  - Download appropriate vendor specific installation package for VMWare
  - Install VMWare to MicroSD card or other operating system drive location
  - Configure root password for VMWare
  - Document root password for VMWare in ITGLUE
  - Assign static IP addresses and document in ITGLUE
  - Configure datastore/s
  - Install and configure PowerChute Network Shutdown for Virtualization (virtual appliance)
- Virtual Machine Installation
  - Log into VMWare web GUI at https://definedIPAddress/ui and authenticate using root account and password
  - Load ISO image of the server installation media to the datastore
  - Right click on "Virtual Machines" and select "Create/Register VM"
  - Select "Create a new virtual machine" and click next
  - Enter the name of the server you wish to create
  - Select Compatibility
  - Select OS family and version, then click next
  - Select storage type and datastore
  - Configure appropriate CPU, memory, HD space, etc.
  - Select Datastore ISO file for boot device
  - Review settings and confirm
  - Power on server to begin installation build
  - Build and deploy Windows server(s) as necessary for new domain
  - Test and confirm successful shutdown of virtual guests and hosts using PCNS.
- Active Directory Migration
  - Configure DHCP and DNS on new domain controller
  - Create service account in new AD to be used for printing, scanning, LDAP/LDS authentication
  - Configure LDAP/LDS on DC
  - Confirm and document any other devices that authenticate to existing domain (printers, NAS, firewall or anything else that uses LDAP)

- Add computer to new domain for testing
- Create automation to transfer files from old file servers or file repositories to new file server storage
- Test script to confirm successful transfer of data
- Perform initial run of transfer script to get majority of data moved to new file locations
- Create network shares as required for new AD structure and confirm NTFS and Share permissions have been configured for appropriate users and groups
- Run script every day or so to keep data up to date on new file server
- Test Group Policy Objects (GPOs) for required drive mappings per security group/OU
- Test GPOs for printer deployment
- Test all drive mappings, share access, printer deployment, and GPOs using test computer in new domain

- Workstation Migration to new Domain
  - Disable DHCP on old server, and enable DHCP scope on new server
  - Note name of workstation and primary user account
  - Log into workstation as local admin to confirm password is set correctly
  - Check local drive space to confirm enough space to move profile
  - Remove machine from domain, then restart
  - Log into workstation using local admin account
  - Add machine to new domain - if DC is not automatically found, manually change DC to new domain controller in network settings temporarily
  - Log into workstation under primary user account (NEWDOMAIN\username), then restart machine
  - Transfer profile of primary user account to new domain profile
  - Test for stability
  - Test for Outlook profiles
  - Confirm drive mappings visible and accessible to all users

VMware Physical to Virtual Migration

- Preparation
  - VMWare Server Prep
    - Run and verify backups of the server/workstation you will be migrating
    - Ensure you have enough storage and compute resources on the host (destination) server you will be migrating to
    - Verify current release notes for VMware vCenter Converter Standalone
    - Verify local administrator credentials on the target system
- Implementation
  - Onsite Implementation
    - Run a backup job just prior to migration
    - Install and launch VMware vCenter Converter Standalone on the target system
    - Configure the Conversion
    - Wait for conversion to finish
    - Shut down the source system
    - Power on the new VM and verify that it boots properly
  - Validate settings/configurations post conversion
    - Static IPs
    - MAC Addresses (may be necessary if licensing is tied to the MAC)
    - Re-attach detached drives
    - Windows Activation
    - Thick vs thin-provisioned drives
    - Log into the new VM and test all services, dependencies, performance, functionality, and applications

Security Awareness Campaign

- Preparation
  - Review goals/objective with client POC
- Implementation
  - Create the new account
  - Configure Single Sign On
  - Enable Smart Groups
  - Enable Phishing
  - Add additional client domains if necessary
  - Add Users to the newly created account
  - Create the Clickers Group
  - Create the new Phishing Campaign
    - Frequency: Monthly
    - Start Time: [Leave standard unless the time is bad (verify the timezone)]
    - Sending: [Send all e-mail when the campaign starts]
    - Track Activity: 3 days
    - Categories
      - Reported Phishes of the Week
      - Attachments with Macros
      - Banking
      - Baseline Templates
      - Business
      - Current Events
      - Healthcare
      - Human Resources
      - IT
      - Online Services
      - Phishing for Sensitive Information
      - Social Networking
    - Difficulty: 5 (Advanced)
    - Phish Link Domain: [Select one or more subtle ones without 'phish' or 'compromise' in them (e.g. 34.75.202.101, employeeportal.net-login.com, mail.kb4.io, etc)]
    - Landing Page: -- Use Defaults --
    - Add Clickers To: Clickers
  - Add "2022 KnowBe4 Security Awareness Training" (30 min version)

- Set up the responsive training campaign
- Notifications
  - Recipient for all notifications is 'User'
  - Type: Welcome | Template: "Oops, you failed a phishing test"
  - Type: Remind Before Due | Template: "Please complete your assigned training "
  - Type: Campaign Completion | Template: "You've completed your training"
- White-list KnowBe4 phishing e-mails through client spam filtering

SentinelOne

- Preparation
  - Document client OS versions, applications, and existing AV exclusions
- Implementation
  - Deploy latest agent version for client operating systems
  - Set policy mode options to Detect - Alert Only for initial deployment
  - Enable all engines and Intrusion Detection
  - Enable all options for Agent Configuration
  - Enable Deep Visibility with all options
  - Enable Remote Shell
  - Define all necessary exclusions based on client LOB applications
  - Set notification recipients
  - Define any necessary management users
  - Update policy mode options to Protect - Kill & Quarantine

Umbrella

- Preparation
  - Gather client-specific content filtering requirements
  - Gather client internal domain information (local FQDN)
  - Gather usernames who will bypass content filter
- Implementation
  - Define client WAN IP information
  - Define internal domains that will not leverage Umbrella for lookups
  - Create any necessary custom security and content settings
  - Define deployment method (GPO/SCCM; INC, Alternate RMM; Manual Deployment)
  - Set local DNS server forwarding lookups to 208.67.220.220 & 208.67.222.222
  - Verify health of deployment in management dashboard

Proofpoint Essentials

- Preparation
  - Document client e-mail domains
  - Determine holder of current MX records/DNS information and confirm management access
  - Validate external IP addresses and/or host names
  - Document user list and location of accounts (Local or Cloud)
- Implementation
  - Import users into Proofpoint (Local AD, Azure AD, or CSV file)
  - Enable necessary/subscribed features
  - Create new organization account
  - Create new management user
  - Define e-mail domains
  - Add IP address(es) or Hostname(s) for e-mail delivery
  - Add failover IP address(es) or Hostname(s) if necessary
  - Enable rely
  - Update MX records to MX1.us1.ppe-hosted.com, mx2.us1.ppe-hosted.com
  - Verify DNS propagation
  - Verify inbound and outbound e-mail traffic

Database Migration

- Collect database (DB) information (LaserFiche & Caselle)
  - Acquire/verify DB logins
  - Document DB structure
  - Ascertain current/estimated DB size
  - Document DB write operations where applicable
    - Determine exact process of data entry into the system
    - Examine scripts/programs/users who introduce data
  - Document DB read operations
    - Discover all methods through which DB data is accessed
  - Gather transaction rate/amount estimates where applicable
- Migrate DB
  - Back up current DB
  - Disable access to current DB
  - Install/configure DB software on new DB host system
  - Migrate DB to new host system
  - Enable access to DB on new host system
  - Reconfigure DB clients where applicable
  - Verify DB performance and connectivity
- Document relevant configuration information

SOW Approval

Prepared By

Impact Networking, LLC Date

Accepted By

Client Date

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, the duly elected and qualified Village Clerk of the Village of Maywood, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. R-2022-____

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MASTER SERVICES AGREEMENT, ADDENDUM TO AGREEMENT, INSTALLMENT PAYMENT AGREEMENT AND STATEMENT OF WORK WITH IMPACT NETWORKING, LLC FOR IT SUPPORT SERVICES AND PURCHASE AND MAINTENANCE OF IT EQUIPMENT

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting held on the 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ____ day of December, 2022.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]