



NOTICE AND AGENDA FOR
COMBINED COMMITTEE OF THE WHOLE / SPECIAL VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, MAY 16, 2023 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 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 Public Hearing, Committee of the Whole and the Village Special Board Meeting of the Board of Trustees on Tuesday, April 18, 2023.** 8
6. **Oaths, Reports, Proclamations, Announcements and Appointments**
7. **COMMITTEE OF THE WHOLE AGENDA ITEMS:**
8. **Finance Management Reports:**
 - A. Financial Report in the amount of \$3,128,196.09. 18
 - B. Warrant List #200537 dated May 11, 2023 in the amount of \$2,765,596.74. 150
9. **Village President's Report**
 - A. Maywood Park District Updates (Omnibus)
 - B. Green Town Summit - C4 Cross Community Climate Collaborative 173
 - C. National League of Cities Grant - Youth Excel Fellowship 184
 - D. Summer Community Calendar 185

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H. Illinois Municipal League Civility Pledge (Omnibus Agenda)	
I. Maywood Fest & Community Celebrations (Omnibus)	
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10. Public Comments:	
11. Village Manager's Report:	
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B. Status Report regarding: Amendments to the Village Insurance Policies (Adjustment of Excess Liability Coverage, Adjustment to Property and Inland Marine Policy and Additional Coverage for Village-Owned Equipment) [Net Premium Savings: \$24,174.00]. See cover memo dated May 16, 2023 from Village Manager. (Motion listed below under the Omnibus Portion of the Agenda).	217
C. Status Report regarding: Purchase of Forty (40) New Firefighter Helmets from W.S. Darley Company for \$13,600.00 based on solicitation of competitive proposals with a waiver of the competitive bidding process. See cover memo dated May 16, 2023 from Village Manager and Village Staff Memo dated April 20, 2023. (Motion listed below under the Omnibus Portion of the Agenda).	229
D. Status Report regarding: Purchase of a Ford F550 Arbor Box Truck from Curie Motors of Frankfort, Illinois in an amount of \$122,872.00 with a waiver of the competitive bidding process and a Finance Proposal from KS State Bank dated May 2, 2023 [Three Year Repayment Term; Annual Payment of \$43,467.83; Interest Rate: 6.260%]. See cover memo dated May 16, 2023 from Village Manager and Village Staff Memo dated May 1, 2023. (Motion listed below under the Omnibus Portion of the Agenda).	
E. Status Report regarding: Purchase of a Two Ton Asphalt Hot Box from Mid-West Paving Equipment Inc. of Glen Ellyn, Illinois in the amount of \$34,553.00 with a waiver of the competitive bidding process. See cover memo dated May 16, 2023 from Village Manager and Village Staff Memo dated May 1, 2023. (Motion listed below under the Omnibus Portion of the Agenda).	251
F. Status Report regarding: Ratify purchase of a New Vactor Truck (Model 2100i) from Standard Equipment Company of Elmhurst, Illinois in an amount of \$568,940.00 with a waiver of the competitive bidding process with a new Finance Proposal from KS State Bank dated April 25, 2023 for the Purchase of the Vactor Truck [Five-Year Repayment Term; Annual Payments of \$125,573.96; Interest Rate of 5.760%]. See cover memo dated May 16, 2023 from Village Manager. (Motion listed below under the Omnibus Portion of the Agenda).	257
G. Status Report regarding: Cost Sharing Intergovernmental Agreement with the Village of Melrose Park for the 9th Avenue Resurfacing Project, with a cover memo dated May 16, 2023 from Village Manager (Resolution listed below under the Omnibus Portion of the Agenda).	260
H. Status Report regarding: Agreement with CGI Communications, Inc. d/b/a CGI Digital for Production of Certain Community Showcase Video Programs. See, cover memo dated May 16, 2023 from Village Manager (Resolution listed below under the Omnibus Portion of the Agenda).	281
I. Status Report regarding: Zoning Code Updates and Business Regulation Updates Responding to Moratorium (Salon, Barber and Nail Shops, Live Music Permits, Pop-Up Retail, Special Event Space,	289

Tobacco Shops and Fast Food). See Plan Commission / Board of Zoning Appeals Recommendation No. 23-003 dated May 9, 2023 and Village Staff Memo dated May 16, 2023.

1) Presentation by Camiros of proposed Zoning Code Updates Responding to Moratorium (Salon, Bar and Nail Shops, Live Music Permits, Pop-Up Retail, Special Event Space, Tobacco Shops and Fast Food).

J. Status Report regarding: Adoption of New Building Code Regulations (2018 International Building Code). See, Village Staff Memo dated May 5, 2023. (Motion listed below under the Omnibus Portion of the Agenda).

K. Status Report regarding: Employer / Worksite Agreement with Black Men United (BMU) Agreement for DHS Youth Work Program. See cover memo dated May 16, 2023 from Village Manager.

L. Status Report regarding: Proposal of Benjamin Historic Certifications, LLC to prepare a Maywood Historic District Nomination to assist with recognition of a Village Historic District and to facilitate National, State and Local Register and Landmark Designations of certain properties located outside and within the Madison Street / Fifth Avenue Tax Increment Financing District. (Fee: \$28,000.00). See cover memo dated May 16, 2023 from Village Manager and cover memo dated May 10, 2023 from Klein, Thorpe and Jenkins, Ltd.

M. Status Report regarding: Redevelopment Proposal by Yours Café & Bistro LLC for the 1115 South 5th Avenue Property and Request for Economic Incentives (Reimbursement of Eligible Project Costs up to \$25,000.00 per Maywood Matching Grant Business Improvement Program; Cook County Class 7(a) Real Estate Tax Incentive; and Enterprise Zone Incentives for building material costs). See, Village Staff Memo dated May 16, 2023.

12. Village Attorney Report:

A. Status Report regarding: Letter of Intent from Sale Price of 615 South 5th Avenue (Grocery Store Site). See, Letter of Intent, Ordinance and Confidential Cover Memo dated May 10, 2023 from Klein, Thorpe and Jenkins, Ltd. (Authorization Resolution listed below under the Omnibus Portion of the Agenda).

B. Status Report regarding: Vacation of a Portion of Lexington Avenue Right-of-Way for the Improvement and Maintenance of Parking Spaces by West 40 Intermediate Service Center. See, Ordinance and Cover Memo dated May 10, 2023 from Klein, Thorpe and Jenkins, Ltd. (Resolution listed below under the Omnibus Portion of the Agenda).

C. Status Report regarding: Ordinance Amending Section 33.16 (Maywood Fire Department Foreign Fire Insurance Tax Fund Association) of Chapter 33 (Fire Department) of Title III (Administration) to Comply with Amendments to the Foreign Fire Insurance License Fee Act. See cover memo dated May 10, 2023 from Klein, Thorpe and Jenkins, Ltd. (Ordinance listed below under the Omnibus Portion of the Agenda).

D. Status Report regarding: Economic Incentive and Tax Increment Allocation Financing Development Agreement with 1700-1704 S 1st, LLC (Vequity) for Redevelopment of 1700 to 1718 South 1st Avenue Properties for Land Acquisition, Building Rehabilitation, and Parking Lot Improvements at 1700 to 1718 South 1st Avenue Properties for Single Tenant Retail / Restaurant Use with Drive-Thru Facility. See, Ordinance, Agreement, Village Staff Memo dated April 11, 2023 and Cover Memo dated May 10, 2023 from Klein, Thorpe and Jenkins, Ltd. (Ordinance and Agreement listed below under the Omnibus Portion of the Agenda).

E. Status Report regarding: Filing a proof of claim on behalf of the Village prior to the May 31, 2023 deadline in the Endo International PLC (Pharmaceutical Company) Chapter 11 Bankruptcy Case (U.S. Bankruptcy Court for the Southern District of New York; Case No. 22-22549). See, Email dated May 2, 2023 from Attorney Theo Benjamin of the Edelson Law Firm (Village Special Class Action Counsel for

Opioid Litigation) and Confidential Cover Memo dated May 10, 2023 from Klein, Thorpe and Jenkins, Ltd. (Motion listed below under the Omnibus Portion of the Agenda).

F. Status Report regarding: IPMG Third Party Administrator Agreement for May 1, 2023 to May 1, 2024. See cover memo dated May 10, 2023 from Klein, Thorpe and Jenkins, Ltd. (Ordinance listed below under the Omnibus Portion of the Agenda).

13. Trustee Committee Reports:

- A. Community Policing & Public Safety Committee: No Report
- 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: No Report

14. SPECIAL VILLAGE BOARD MEETING AGENDA ITEMS:

15. Omnibus Agenda Items:

- A. Motion to Approve the monthly financial report in the amount of \$3,128,196.09.
- B. Motion to Approve the Warrant List #200537 dated May 11, 2023 in the amount of \$2,765,596.74.
- C. Motion to Approve Certain Amendments to the Village Insurance Policies (Adjustment of Excess Liability Coverage, Adjustment to Property and Inland Marine Policy and Additional Coverage for Village-Owned Equipment), which will result in a net insurance premium savings to the Village of \$24,174.00.
- D. Motion to Approve Quotation dated July 5, 2022 from W.S. Darley Company of Itasca, Illinois for the Purchase of Forty (40) New Firefighter Helmets in the amount of \$13,600.00 based on solicitation of competitive proposals with a waiver of the competitive bidding process.
- E. Motion to Approve the Purchase of a Ford F550 Arbor Box Truck from Curie Motors of Frankfort, Illinois in an amount of \$122,872.00 with a waiver of the competitive bidding process and Approval of a Finance Proposal from KS State Bank dated May 2, 2023 for the Purchase of the Ford F550 Arbor Box Truck with a Three-Year Repayment Term, an Annual Payment of \$43,467.83 and an Interest Rate of 6.260%.
- F. Motion to Approve an Estimate dated April 28, 2023 for the Purchase of a Two Ton Asphalt Hot Box from Mid-West Paving Equipment, Inc. of Glen Ellyn, Illinois in the amount of \$34,553.00 with a waiver of the competitive bidding process.
- G. Motion for Approval to Ratify purchase of a New Vactor Truck (Model 2100i) from Standard Equipment Company of Elmhurst, Illinois in an amount of \$568,940.00 with a waiver of the competitive bidding process with a new Finance Proposal from KS State Bank dated April 25, 2023 for the Purchase of the Vactor Truck [Five-Year Repayment Term; Annual Payments of \$125,573.96; Interest Rate of 5.760%]. See cover memo dated May 16, 2023 from Village Manager. (Motion listed below under the Omnibus Portion of the Agenda).
- H. Motion to Ratify Employer / Worksite Agreement with Black Men United (BMU) of Chicago, Illinois for DHS Youth Work Program.
- I. Motion to Accept Village Staff's Recommendation to Enact Certain Code Amendments to the Maywood

Village Code Adopting Portions of the 2018 International Code Council – Building Regulations and Authorize and Direct Village Staff and the Village Attorney to Prepare a Code Amendment Ordinance Enacting the Code Amendments.

J. Motion to Authorize and Direct the Edelson Law Firm to complete and submit, on behalf of the Village of Maywood, a Proof of Claim form in the Endo International PLC (Pharmaceutical Company) Chapter 11 Bankruptcy Case (U.S. Bankruptcy Court for the Southern District of New York; Case No. 22-22549).

K. Motion to Authorize and Direct Village Staff and Village Attorney to Prepare a Code Amendment Ordinance with Zoning Code Updates and Business Regulation Updates Responding to Moratorium (Salon, Barber and Nail Shops, Live Music Permits, Pop-Up Retail, Special Event Space, Tobacco Shops and Fast Food) in conformance with the Plan Commission / Board of Zoning Appeals Recommendation No. 23-003 dated May 9, 2023, subject to Village Board Input.

L. Motion to Authorize and Direct Village Attorney to Prepare (a) a Resolution Supporting the Issuance of a Cook County Class 7(a) Real Estate Tax Incentive, (b) a Resolution Approving Enterprise Zone Incentives Relative to Building Material Costs, and (c) an Ordinance Approving Reimbursement of Eligible Project Costs up to \$25,000.00 per Maywood Matching Grant Business Improvement Program for the Redevelopment of the 1115 South 5th Avenue Property by Yours Café & Bistro LLC.

M. ORDINANCE VACATING A 20.00 FOOT WIDE BY 337.00 FOOT LONG PORTION OF THE 4TH AVENUE RIGHT-OF-WAY TO CREATE APPROXIMATELY 23 PARKING SPACES TO BE OWNED AND MAINTAINED BY THE WEST 40 INTERMEDIATE SERVICE CENTER (415 Lexington Street, Maywood, Illinois).

N. ORDINANCE AMENDING SECTION 33.16 (MAYWOOD FIRE DEPARTMENT FOREIGN FIRE INSURANCE TAX FUND ASSOCIATION) OF CHAPTER 33 (FIRE DEPARTMENT) OF TITLE III (ADMINISTRATION) TO COMPLY WITH AMENDMENTS TO THE FOREIGN FIRE INSURANCE LICENSE FEE ACT.

O. ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A NON-BINDING LETTER OF INTENT WITH DEVELOPER JOSEPH'S FRESH MARKETS, LLC TO NEGOTIATE AND PREPARE AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT FOR THE SALE AND REDEVELOPMENT OF THE 615 SOUTH 5TH AVENUE PROPERTY FOR THE OPERATION OF A GROCERY STORE LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF MADISON STREET / FIFTH AVENUE TIF DISTRICT FUNDS TO PAY FOR VILLAGE-INCURRED TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE LETTER OF INTENT

P. ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT WITH DEVELOPER 1700-1704 S 1ST AVE LLC (VEQUITY) FOR THE REDEVELOPMENT OF 1700 TO 1718 SOUTH 1ST AVENUE PROPERTIES LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PROJECT (Project: Building Rehabilitation, Land Acquisition and Parking Lot Improvements at 1700 to 1718 South 1st Avenue Properties for Single Tenant Retail / Restaurant Use with Drive-Thru Facility).

Q. ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A PROPOSAL OF BENJAMIN HISTORIC CERTIFICATIONS, LLC FOR THE PREPARATION OF A MAYWOOD HISTORIC DISTRICT NOMINATION TO ASSIST WITH RECOGNITION OF A VILLAGE HISTORIC DISTRICT AND TO FACILITATE NATIONAL, STATE AND LOCAL REGISTER AND LANDMARK DESIGNATIONS OF CERTAIN PROPERTIES LOCATED OUTSIDE AND WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF GENERAL CORPORATE FUNDS AND MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS

RELATED TO THE PROJECT.

R. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MELROSE PARK AND THE VILLAGE OF MAYWOOD FOR THE 9TH AVENUE RESURFACING PROJECT.

S. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CGI COMMUNICATIONS, INC. D/B/A CGI DIGITAL RELATIVE TO THE PRODUCTION OF CERTAIN COMMUNITY SHOWCASE VIDEO PROGRAMS.

T. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD-PARTY ADMINISTRATOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, LLC. RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM AND WORKERS' COMPENSATION PROGRAM (TERM: MAY 1, 2023 TO MAY 1, 2024).

U. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBCONTRACT AGREEMENT WITH ALTERNATIVE SCHOOLS NETWORK RELATIVE TO THE OPERATION OF ASN ENGAGE OUT-OF-SCHOOL TIME PROGRAM.

V. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT BY AND BETWEEN BILLY GENE MOLDEN, JR. AND THE VILLAGE OF MAYWOOD.

W. Motion for Approval of expenditures for Maywood Fest and Community Events as shown and as budgeted with ratification by the Village Board, if applicable. 582

X. Motion for Approval of grant payment for National League of Cities - City Inclusive Entrepreneurship (CIE) to InfoMaple in the amount of \$12,490 and George Educational Services in the amount of \$2,510. 615

Y. Motion for Approval of Juneteeth, Northica Stone Street Designation collaboration with Operation Uplift (not to exceed \$5,000). 621

1) Motion for Approval of Eugene "Gene" Moore Street Designation collaboration with Operation Uplift (not to exceed \$3,000). 625

Z. Motion for Approval of park expenditures of the remaining contractual commitment (net of \$200,000) towards the matching of grant funds for new park purchasing and installation services at Lexington Park, Bataan Park, Stannard Park, and Tot Lot Park with ratification by the Village Board.

AA. Motion for Approval of Illinois Municipal League Civility Pledge 629

16. **New Business:** None

17. **Old Business:** None

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 Acting Village Manager	Gwaine Dianne Williams 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
COMBINED COMMITTEE OF THE WHOLE MEETING / SPECIAL BOARD MEETING MINUTES
TUESDAY, APRIL 18, 2023

Call to Order

The Village of Maywood Board of Trustees Combined Committee of the Whole Meeting and Special Board Meeting of Tuesday, April 18, 2023, was called to order by Mayor Nathaniel George Booker at 7:00 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

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

Staff Attendance:

LaSondra Banks, Community Engagement Manager
Craig Bronaugh Jr., Chief of Fire Department
Walter Duncan, Building and Code Enforcement Director
James Ellexson, Director of Human Resources
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, Public Works Director
Theodore Yancy, Deputy Chief of Police

Invocation: Pastor Curly Anderson

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 Special Board Meeting of the Board of Trustees for Tuesday, March 14, 2023.

Motioned by Trustee Brandon and Seconded by Trustee Reyes-Plummer to approve.

Ayes: Mayor Booker, Trustees Reyes-Plummer, Jones, Lightford, Peppers and Brandon

Abstain: Trustee Sanchez

Absent: None

Motion Carried

Oaths, Reports, Proclamations, Announcements and Appointments: Ms. Banks made announcements of community events and condolences for Village of Maywood residents and Trustee Brandon announced condolences for a Maywood Resident(s).

Public Hearing:

Motioned to recess into the Public Hearing for the 45 Day Extension of Temporary 180-Day Moratorium by Trustee Reyes-Plummer and Seconded by Trustee Sanchez.

Ayes: Mayor Booker, Trustees Sanchez, Reyes-Plummer, Jones, Lightford, Peppers and Brandon

Absent: None

Motion Carried

Roll Call to reconvene the Committee of the Whole and the Special Board Meeting of the Board of Trustees at 7:44 p.m.

Present: Mayor Booker, Trustees Sanchez, Reyes-Plummer, Jones, Lightford, Peppers and Brandon

Absent: None

Motion Carried

COMMITTEE OF THE WHOLE AGENDA ITEMS:

Finance Management Report(s):

- A. Financial Analysis for month ending March 31, 2023.
- B. Financial Report in the amount of \$2,805,264.93.
- C. Warrant List #200536 dated April 12, 2023 in the amount of \$2,092,398.79. Trustee Brandon sought clarification on Check Nos. 108955, 108956, 108961 and 109006.

Village President Report(s): No Discussion

- A. Cities addressing Fees and Fines Equitably (CAFFEE)
- B. Approval of Fiscal Year 2023 / Fiscal Year 2024 Village of Maywood Budget (May 1, 2023 through April 30, 2024) under Omnibus Agenda (Public Hearing conducted on March 14, 2023),
- C. Memorandum of Agreement with Safer Foundation Relative to the Road Home Grant (Austin) Program to Operate the Village of Maywood – Clean City Crew Program. Discussion ensued.

Public Comment : G. Clay. Mayor Booker responded to public comments.

Village Manager Report(s): Discussion ensued on Item I.

- A. Village Manager and Department report(s). (Attachments)
- B. Status Report regarding: Maintenance and Cleaning Proposal dated 9.15.2022 of the Police Department Shooting Range by Best Technologies (Contract Price: \$5,110.00). See Village Staff Memo dated April 11, 2023. (Listed below under the Omnibus Portion of the Agenda).
- C. Status Report regarding: Purchase of Rain Gear for Public Works Employees per Quotation dated 3.24.2023 from Air One Equipment, Inc. (Contract Price: \$6,336.00). See, Village Staff Memo dated April 4, 2023. (Listed below under the Omnibus Portion of the Agenda).
- D. Status Report regarding: Purchase Lease Agreement with Tax Exempt Leasing Corp. of Libertyville, Illinois in the Amount of \$568,940.00 for a New Vactor Combination Sewer Cleaning Truck with an International Chassis for use by the Water Department / Public Works Department with a Bid Waiver. See, Village Staff Memo dated April 11, 2023, and Authorizing Resolution from Klein, Thorpe and Jenkins, Ltd. (Listed below under the Omnibus Portion of the Agenda).

- E. Status Report regarding: Purchase of Generac Generator per Quote dated 3.28.2023 from Penco Electric, Inc. of Niles, Illinois in the amount of \$11,397.19 for installation and use at Maywood Fire Department Station No. 2. See Village Staff Memo dated April 18, 2023. (Listed below under the Omnibus Portion of the Agenda).
- F. Status Report regarding: Purchase and Installation of Ethernet Wiring for 30 Madison Street (Village Hall), 200 South 5th Avenue Building, Police Station, Fire Station No. 1 and Fire Station No. 2 at a price not to exceed \$31,950.00 using one or both contractors -- Tapped In Inc. and Proven IT – to do the work, with Bid Waiver (Proposals Solicited from Tapped In Inc. and Proven IT). See Village Staff Memo dated April 18, 2023. (Listed below under the Omnibus Portion of the Agenda).
- G. Status Report regarding: Low Bid Response and Construction Agreement with Schroeder Asphalt Services, Inc. to complete the 2023 CDBG Roadway Improvements Project. Project Location: 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; Project Cost: \$324,125.80; Project Funding: CDBG Funds and General Corporate Funds. See, Village Engineer Memo dated March 31, 2023, and Authorization Resolution and Cover Memo dated April 12, 2023 from Klein, Thorpe and Jenkins, Ltd. (Authorization Resolution listed below under the Omnibus Portion of the Agenda).
- H. Status Report regarding: Low Bid Response and Construction Agreement with Schroeder Asphalt Services, Inc. to Complete 2022 Roadway Improvements Project – Contract “B”. Project Location: Portions of 4th Avenue from Washington Boulevard to Oak Street; Project Cost: \$805,058.50; Project Funding: Madison Street / 5th Avenue TIF District Funds. See, Village Engineer Memo dated March 31, 2023, and Authorization Ordinance and Cover Memo dated April 12, 2023 from Klein, Thorpe and Jenkins, Ltd. (Authorization Ordinance listed below under the Omnibus Portion of the Agenda).
- I. Status Report regarding: Low Bid Response and Agreement with Comprehensive Construction Solutions, LLC for Sewer Cleaning and Televising Services Relative to 2023 Sewer Cleaning and Televising Project; Project Funding: Madison Street / 5th Avenue TIF District Funds and Village General Corporate Funds; Project Cost: \$75,297.00; Project Description: Cleaning and Televising of Combined Sewers. See, Village Engineer Memo dated March 31, 2023, and Authorization Ordinance and Cover Memo dated April 12, 2023 from Klein, Thorpe and Jenkins, Ltd. (Authorization Ordinance listed below under the Omnibus Portion of the Agenda).
- J. Status Report regarding: Low Bid Response and Agreement with Denler, Inc. for 2023 Crack Filling Program. Project Location: Roadways Throughout the Village; Project Cost: \$25,050.00; Project Funding: General Corporate Funds. See, Village Engineer Memo dated March 31, 2023, and Authorization Resolution and Cover Memo dated April 12, 2023 from Klein, Thorpe and Jenkins, Ltd. (Authorization Resolution listed below under the Omnibus Portion of the Agenda).
- K. Status Report regarding: Low Bid Response and Agreement with Homer Tree Care, Inc. for 2023 Tree Removal Program. Project Location: Throughout the Village; Project Cost: \$63,000.00; Project Funding: General Corporate Funds. See, Village Engineer Memo dated March 31, 2023, Authorization Resolution and Cover Memo dated April 12, 2023 from Klein, Thorpe and Jenkins, Ltd. (Authorization Resolution listed below under the Omnibus Portion of the Agenda).

- K1. Status Report Regarding: Low Bid Response and Agreement with Schroeder Asphalt Services, Inc. for the 2023 Asphalt Pavement Patching Program. Project Location: Throughout the Village; Project Cost: \$61,101.50; Project Funding: General Corporate Funds. See Village Engineer Memo dated March 31, 2023, and Authorization Resolution and Cover Memo dated April 12, 2023 from Klein, Thorpe and Jenkins, Ltd. (Authorization Resolution listed below under the Omnibus Portion of the Agenda).
- L. Status Report regarding: Low Bid Response and Agreement with Schroeder Asphalt Services, Inc. for the 2023 Asphalt Pavement Patching Program. Project Location: Throughout the Village; Project Cost: \$61,101.50; Project Funding: General Corporate Funds. See, Village Engineer Memo dated March 31, 2023, and Authorization Resolution and Cover Memo dated April 12, 2023 from Klein, Thorpe and Jenkins, Ltd. (Authorization Resolution listed below under the Omnibus Portion of the Agenda).
- M. Status Report regarding: Low Bid Response and Construction Agreement with M&J Asphalt Paving Co., Inc. for 2023 Concrete Pavement Patching Program (Project Cost: \$108,207.20; Project Description: Concrete Street Pavement Patching Work Throughout the Village) See, Village Engineer Memo dated April 2, 2023, and Authorization Ordinance and Cover Memo dated April 12, 2023 from Klein, Thorpe and Jenkins, Ltd. (Authorization Ordinance listed below under the Omnibus Portion of the Agenda).
- N. Status Report regarding: Change to Mitigation Rates for Structure and Vehicle Fire Incidents to Services Agreement with Fire Recovery USA, LLC. See, Authorization Resolution and Cover Memo dated April 12, 2023 from Klein, Thorpe and Jenkins, Ltd. (Authorization Resolution listed below under the Omnibus Portion of the Agenda).
- O. Status Report regarding: Village Photocopier Lease Program: Current Photocopier Lease Program with Konica Minolta expired March 19, 2023, now as a month-to-month contract arrangement; Solicitation of Competitive Proposals by Village Resulted in Proposals being Submitted from Three (3) Chicagoland Area Firms. Village Staff Recommendation: Reject all Bids / Proposals, Purchase 16 Photocopiers from Konica Minolta that are Part of the Village's Current Konica Minolta Photocopier Lease Program and Waive the Competitive Bidding Process and Authorize the Village Manager to Solicit and Negotiate Proposals for Lease Agreement for Three (3) High Volume Photocopiers, Service Agreements for E-Fax and File Storage Platforms, and Maintenance Agreement for Purchased Photocopiers / Printers for Village Board Approval. See Village Staff Memo dated April 18, 2023. (Listed below under the Omnibus Portion of the Agenda).
- P. Status Report regarding: Renewal of Employee Health and Benefits Insurance Plan, Property and Casualty (Comprehensive Liability) Insurance Coverage, and Workers Compensation Insurance Coverage. See Village Staff Memo dated April 18, 2023 (Listed below under the Omnibus Portion of the Agenda).
- Q. Moratorium Information Packet – Plan Commission

Village Attorney Report: No Discussion

- A. Status Report regarding: Maywood Public Library District Payment Request for its share of the State Personal Property Replacement Taxes (\$270,718.72) Relative to Allocations for Years 2021, 2022 and 2023. See Authorizing Resolution. (Authorization Resolution listed below under the Omnibus Portion of the Agenda).
- B. Status Report regarding: Code Amendment Ordinance to Address Fly Dumping and Penalties for Fly Dumping (Fines and Vehicle Impoundments). See, Ordinance. (Ordinance listed below under the Omnibus Portion of the Agenda).
- C. Status Report regarding: First Amendment to Redevelopment Agreement for Sale and Redevelopment of Real Property Commonly Known as 1000 South 19th Avenue Pursuant to the Maywood Tax Reactivation Program (Purchaser: 1900 Maywood LLC). See Village Staff Memo dated April ___, 2023 (Listed below under the Omnibus Portion of the Agenda). MAM
- D. Status Report regarding: Economic Incentive and Tax Increment Allocation Financing Development Agreement with 1700-1704 S 1st, LLC (Vequity) for Redevelopment of 1700 to 1718 South 1st Avenue Properties for Land Acquisition, Building Rehabilitation, and Parking Lot Improvements at 1700 to 1718 South 1st Avenue Properties for Single Tenant Retail / Restaurant Use with Drive-Thru Facility. See, See, Village Staff Memo dated April 11, 2023.
- E. Status Report regarding: Village Board Turnover and Oaths of Office Based on April 4, 2023 Municipal Elections.

Trustee Committee Reports:

- A. Community Policy and Public Safety Committee:
 - 1. Status Report regarding: Code Amendment Ordinance to Increase Fines and Impose Impoundment of Vehicle Penalty on Fly Dumping. See, cover memo dated April 12, 2023 from Klein, Thorpe and Jenkins, Ltd. (Listed below under the Omnibus Portion of the Agenda).
- B. Engagement and Communications Committee – No Report
- C. Fiscal Accountability and Government Transparency Committee – No Report
- D. Infrastructure and Sustainability Committee – No Report
- E. Ordinance and Policy Committee – No Report
- F. Planning & Development Committee – No Report

SPECIAL VILLAGE BOARD MEETING AGENDA ITEMS:

Omnibus Agenda Items: Motioned by Trustee Jones and seconded by Trustee Sanchez to approve Omnibus Items A through X except: Items U and X.

- A.** Motion to Approve the Monthly Financial Report in the amount of \$2,805,264.93. **B.** Motion to Approve the Warrant List #200536 dated through April 12, 2023 in the amount of \$2,092,398.79.
- C.** Motion to Approve and Authorize Expenditure of Village General Corporate Funds for Payment of Police Department Gun Range Maintenance and Cleaning Proposal dated 9.15.2022 from Best Technologies of Plainfield, Illinois in the amount of \$5,110.00.

Omnibus Agenda Items (cont'd)

D. Motion to Approve and Authorize Expenditure of Village General Corporate Funds for Payment of Quotation dated 3.24.2023 from Air One Equipment, Inc. of South Elgin, Illinois in the amount \$6,336.00 for Rain Gear for Public Works Employees. **E.** Motion to Waive the Competitive Bidding Process and Approve and Authorize Expenditure of Village General Corporate Funds in the amount not to exceed \$31,950.00 for the Purchase and Installation of Ethernet Wiring for 30 Madison Street (Village Hall), 200 South 5th Avenue Building, Police Station, Fire Station No, 1 and Fire Station No. 2 with direction to the Village Manager to use one or both contractors (Tapped in Inc. and Proven IT) to do the work. **F.** Motion to Approve and Authorize Expenditure of Village General Corporate Funds for Purchase of a Generac Generator from Penco Electric, Inc. of Niles, Illinois in the amount of \$11,397.19 for installation and use at Maywood Fire Department Station No. 2. **G.** Motion to Reject all Bids / Proposals, Purchase 16 Photocopiers from Konica Minolta that are Part of the Village's Current Konica Minolta Photocopier Lease Program and Waive the Competitive Bidding Process and Authorize the Village Manager to Solicit and Negotiate Proposals for Lease Agreement for 3 High Volume Photocopiers, Service Agreements for E-Fax and File Storage Platforms and Maintenance Agreement for Purchased Photocopiers / Printers for Village Board Approval. **H.** Motion to Approve and Authorize Expenditure of Village General Corporate Funds for Renewal of Employee Health and Benefits Insurance Plan at a variable cost of \$4,021,359.00 and Property and Casualty (Comprehensive Liability) Insurance Coverage, Workers Compensation Insurance Coverage, and Excess Liability Insurance at a premium cost in an amount not to exceed \$1,366,750.00, per Village Insurance Broker's Report dated April 2023. **I.** RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LOW BID RESPONSE AND CONSTRUCTION AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND SCHROEDER ASPHALT SERVICES, INC. IN THE AMOUNT OF \$324,125.80 TO COMPLETE THE 2023 CDBG ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND VILLAGE GENERAL CORPORATE FUNDS TO PAY FOR THE CONSTRUCTION WORK. **J.** RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LOW BID RESPONSE AND AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND DENLER, INC. IN THE AMOUNT OF \$25,050.00 TO COMPLETE THE 2023 CRACK FILLING PROGRAM AND AUTHORIZING THE EXPENDITURE OF VILLAGE GENERAL CORPORATE FUNDS TO PAY FOR THE WORK. **K.** RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LOW BID RESPONSE AND AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND HOMER TREE CARE, INC. IN THE AMOUNT OF \$63,000.00 TO COMPLETE THE 2023 TREE REMOVAL PROGRAM AND AUTHORIZING THE EXPENDITURE OF VILLAGE GENERAL CORPORATE FUNDS TO PAY FOR THE WORK. **L.** RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LOW BID RESPONSE AND AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND SCHROEDER ASPHALT SERVICES, INC. IN THE AMOUNT OF \$61,101.50 TO COMPLETE THE 2023 ASPHALT PAVEMENT PATCHING PROGRAM AND AUTHORIZING THE EXPENDITURE OF VILLAGE GENERAL CORPORATE FUNDS TO PAY FOR THE WORK. **M.** RESOLUTION AUTHORIZING AND APPROVING THE PAYMENT REQUEST OF MAYWOOD PUBLIC LIBRARY DISTRICT FOR ITS SHARE OF THE STATE PERSONAL PROPERTY REPLACEMENT TAXES IN THE AMOUNT OF \$270,718.72 RELATIVE TO ALLOCATIONS FOR YEAR 2021 (AUGUST, OCTOBER, AND DECEMBER), YEAR 2022 (JANUARY, MARCH, APRIL, MAY, JULY, AUGUST, OCTOBER, AND DECEMBER) AND YEAR 2023 (JANUARY AND MARCH). **N.** RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN UPDATED EXHIBIT A (MITIGATION RATES FOR STRUCTURE AND VEHICLE FIRE INCIDENTS) TO SERVICES AGREEMENT WITH FIRE RECOVERY USA, LLC.

Omnibus Agenda Items (cont'd):

O. RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS FOR THE PURCHASE OF ONE (1) NEW VACTOR COMBINATION SEWER CLEANER TRUCK WITH AN INTERNATIONAL CHASSIS, AND APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE LEASE AGREEMENT WITH TAX-EXEMPT LEASING CORP. IN THE AMOUNT OF \$568,940.00 FOR THE PURCHASE, CONSTRUCTION AND DELIVERY OF THE VACTOR COMBINATION SEWER CLEANER TRUCK. **P.** RESOLUTION APPROVING THE FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT FOR SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1000 SOUTH 19th AVENUE PURSUANT TO THE MAYWOOD TAX REACTIVATION PROGRAM (Purchaser: 1900 Maywood LLC). **Q.** RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH SAFER FOUNDATION RELATIVE TO THE ROAD HOME GRANT (AUSTIN) PROGRAM TO OPERATE THE VILLAGE OF MAYWOOD - CLEAN CITY CREW PROGRAM. **R.** ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A LOW BID RESPONSE AND CONSTRUCTION AGREEMENT WITH SCHROEDER ASPHALT SERVICES, INC. FOR THE COMPLETION OF THE 2022 ROADWAY IMPROVEMENTS PROJECT – CONTRACT “B” AND THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS TO PAY FOR THE PROJECT (Project Cost: \$805,058.50; Project Locations: Portions of 4th Avenue from Washington Boulevard to Oak Street). **S.** ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A LOW BID RESPONSE AND AGREEMENT WITH COMPREHENSIVE CONSTRUCTION SOLUTIONS, LLC FOR SEWER CLEANING AND TELEVISIONING SERVICES RELATIVE TO THE 2023 SEWER CLEANING AND TELEVISIONING PROJECT AND THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS AND VILLAGE GENERAL CORPORATE FUNDS TO PAY FOR THE PROJECT (Project Cost: \$75,297.00; Project Description: Cleaning and Televisioning of Combined Sewers). **T.** ORDINANCE APPROVING THE FISCAL YEAR 2023/2024 VILLAGE OF MAYWOOD BUDGET (MAY 1, 2023 THROUGH APRIL 30, 2024). **V.** ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A LOW BID RESPONSE AND a CONSTRUCTION AGREEMENT WITH M&J ASPHALT PAVING CO., INC. FOR COMPLETION OF THE 2023 CONCRETE PAVEMENT PATCHING PROGRAM AND THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS AND VILLAGE GENERAL CORPORATE FUNDS TO PAY FOR THE WORK (Project Cost: \$108,207.20; Project Description: Concrete Street Pavement Patching Work Throughout Village). **W.** ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 99 (TOWING OF VEHICLES) OF THE MAYWOOD VILLAGE CODE TO ADD A NEW SECTION 99.27 (DUMPING OF GARBAGE UPON REAL PROPERTY; IMPOUNDMENT) AND TO REVISE CHAPTER 92 (HEALTH AND SANITATION; NUISANCES), SECTION 28 (GARBAGE AND REFUSE) REGARDING IMPOUNDMENT OF VEHICLES USED TO COMMIT THE OFFENSE OF DUMPING OF GARBAGE UPON REAL PROPERTY.

Ayes: Mayor Booker, Trustees Sanchez, Reyes-Plummer, Jones, Lightford, Peppers and Brandon

Absent: None

Motion Carried

Pulled Omnibus Items:

Item X – Moved to the next Board meeting

ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT WITH DEVELOPER 1700-1704 S 1ST AVE, LLC (VEQUITY) FOR THE REDEVELOPMENT OF 1700 TO 1718 SOUTH 1ST AVENUE PROPERTIES LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PROJECT (Project: Building Rehabilitation, Land Acquisition and Parking Lot Improvements at 1700 to 1718 South 1st Avenue Properties for Single Tenant Retail / Restaurant Use with Drive-Thru Facility). Items removed from the agenda by the village manager.

Item U – Village manager removed item from the agenda.

Motioned by Trustee Reyes-Plummer and Seconded by Trustee Lightford to approve ORDINANCE APPROVING A 45-DAY EXTENSION TO THE 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 (MORATORIUM EXPIRATION DATE: JULY 19, 2023). Item moved to a future Board meeting.

Ayes: Mayor Booker, Trustees Reyes-Plummer and Lightford

Nays: Trustees Jones, Peppers and Brandon

Motion Carried

New Business Agenda items: None

Old Business Agenda Items: None

Board of Trustee Comments: None

For Discussion Purposes Only: None

Motioned by Trustee Brandon and Seconded by Trustee Reyes-Plummer to recess into Closed Session at 8:16 p.m. for the purpose of discussing:

- A. Pending Litigation (5 ILCS 120/2(c)(11))
- B. Probable and Imminent Litigation (5 ILCS 120/2(c)(11))

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Jones to adjourn the Committee of the Whole Meeting and Special Board Meeting at 9:10 p.m. with a unanimous roll call of the Village Board.

Nathaniel George Booker, Mayor

Gwaine Dianne Williams, Village Clerk

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

**VILLAGE OF MAYWOOD
BOARD OF TRUSTEES
PUBLIC HEARING – 45 DAY EXTENSION OF THE 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
RESTAURANT IN THE VILLAGE OF MAYWOOD
TUESDAY, DECEMBER 6, 2022**

Call to Order

The Special Board Meeting of Tuesday, April 18, 2023 was called to order by Mayor Nathaniel George Booker at 7:07 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. Jones, M. Lightford, A. Peppers and I. Brandon. Absent: None There being a Quorum present, the meeting was convened.

Staff Attendance:

LaSondra Banks, Community Engagement Manager
Craig Bronaugh Jr., Fire Chief
Walter Duncan, Director of Building & Code
James Ellexson, Director of Human Services
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
Theodore Yancy, Deputy Chief of Police

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

Presentation regarding the proposed 45-Day Extension of the Temporary 180-Day 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 (Village Manager, Community Development Director and Village Attorney).

Questions and comments by Board members: Trustees Sanchez, Reyes-Plummer, Jones, Peppers and Brandon.

Questions by the Public and Public Comment: Public comments by D. Saleek.

Final questions and comments by Board members: Trustees Sanchez, Jones and Peppers

Motion to recommend Approval of the 45-Day Extension of the Temporary 180-Day 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.

Motioned by Trustee Reyes-Plummer and Seconded by Trustee Sanchez to approve.

Discussion: None

Ayes: Mayor Booker, Trustees Sanchez, Reyes-Plummer and Lightford

Nays: Trustees Jones, Peppers and Brandon

Abstain: None

Absent: None

Motion Carried

Motioned by Trustee Reyes-Plummer and Seconded by Trustee Brandon to close the Public Hearing at 7:44 p.m.

Discussion: None

Ayes: Mayor Booker, Trustees Sanchez, Reyes-Plummer, Lightford, Peppers and Brandon

Nays: None

Abstain: None

Absent: None

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



Village of Maywood Financial Report

OMNIBUS ITEM-FINANCIAL REPORT



It is with recommendation that the total below payments of \$3,128,196.09 be approved for payment.

	Vendor	Description	Amount	Expense
1	Accutron	Computer Consulting Services	\$7,916.66	01-18-51700
2	Acqua Contractors	Construction Services	\$1,621,273.26	21-10-87470
3	American Recycling	Waste Disposal Service	\$5,188.49	01-50-52400
4	Arthur P Ohara	Furniture Deposit	\$28,010.00	Various Accounts
5	Baker Tilly Virchow	Financial Statement Audit	\$20,652.00	01-14-52400
6	Bellwood Electric	Pump repair service	\$5,800.00	41-51-51200
7	Blue Cross Blue Shield	Health Insurance Premium	\$32,597.26	01-19-58000
8	Cargill	Bulk Salt Purchase	\$43,300.13	12-10-89013
9	Chicago Cleaning	Janitorial Services	\$7,500.00	01-53-52400
10	City of Chicago	Water Services	\$358,087.08	41-55-57300
11	De Lage Landen Fin	Complete Care Agreement	\$25,161.26	01-18-61100
12	First Insurance Funding	Liability Insurance	\$522,093.00	01-56-59100
13	Forest Printing	Village Newsletter	\$6,334.85	01-12-56700
14	H&H	Street Light Maintenance	\$20,520.96	01-50-52100
15	Hancock Engineering	Engineering Services	168,236.66	Various Accounts
16	IF Express Transport	Transportation Services	\$93,150.00	22-40-87000
17	Klein Thorpe & Jenkins	Legal Services	\$36,323.70	Various Accounts
18	Ottosen Dinolfo	P&F Hearing Services	\$8,932.50	01-42-52400
19	Tapped In	Electrical Services	\$10,400.00	01-18-56500
20	Valor Systems	User Licenses	\$45,468.00	01-40-52400
21	Village of Melrose Park	Water Services	\$61,250.28	41-55-57301

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK 5-11-23*
DATE: May 10, 2023
SUBJECT: Payment Approval, Accu-tron Computer Service

SPECIFIC ACTION REQUESTED: Payment approval of the invoices for computer consulting services for the month of May 2023.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>	<u>Service Dates</u>
231155	05/10/2023	\$7,916.66	May 2023

RECOMMENDATION: It is recommendation that the total payments of \$7,916.66 be approved for payment. The expense account to be charged: 01-18-51700.

AccuTron Systems, Inc.

125 N. Halsted Street
 Suite 303A
 IL 60661

Invoice

Date	Invoice #
5/10/2023	231155

Bill To
Village of Maywood 40 Madison Street Maywood, IL 60153

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Computer Consulting Services for the Month of May 2023 Computer Consulting Service for the week ending May 5, 2023 Computer Consulting Service for the week ending May 12, 2023 Computer Consulting Service for the week ending May 19, 2023 Computer Consulting Service for the week ending May 26, 2023	7,916.66	7,916.66
		Total	\$7,916.66

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, Acqua Contractors Corp



SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #2301-02 dated 04/28/2023 for construction on the referenced project which includes local storm sewer improvements to the area bounded by 2nd Avenue, 9th Avenue, Harrison Street and Van Buren Street. At a future date, the installed storm sewers will connect to a large diameter storm sewer to be installed by IDOT along Harrison Street and drain to the Des Plaines River by gravity.

The project to be constructed consists of the installation of approximately 2,540 feet of 36” RCP and 2,350 feet of 18” RCP storm sewer main; replacement of drainage structures and storm sewer laterals; replacement of certain sections of combined sewer; replacement or repair of defective combined sewer manholes; installation of approximately 1,500 feet of 8” ductile iron water main; connection and disconnection of water mains; installation of water services; removal and replacement of certain sections of curb and gutter, sidewalks, and driveway pavement; pavement; removal; excavation of existing pavements; reconstruction of pavements with aggregate base, hot-mix asphalt binder, and hot-mix asphalt surface courses; pavement patching; milling and resurfacing of hot mix asphalt pavements; pavement markings; landscaping restoration of the parkways; and other related work.

The work represented on this pay estimate includes work performed between March 28, 2023, and April 28, 2023. Generally, the work performed within this period is located along 2nd Avenue and 4th Avenue between and 6th Avenues between Harrison Street and VanBuren Street. The work specifically includes larger diameter storm sewer main installation, installation of drainage structures and storm sewer laterals, water main installation, as well as removal of concrete curb and gutter and flatwork. We have reviewed the work performed and have found the work represented by the quantities on this estimate satisfactorily completed to date. We have reviewed the current project quantities with representatives of Acqua Contractors Corp. and have found them to be accurate.

RECOMMENDATION: It is recommendation that the total payments of \$1,621,273.26 be approved for payment. The expense account to be charged: to be determined.

May 8, 2023

Mr. James Krischke
Acting Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: I-290 Corridor Storm Sewer Separation Project
Pay Estimate No. 2

Mr. Krischke:

Acqua Contractors Corp. of Elmhurst, Illinois has continued working on the referenced project. The project includes local storm sewer improvements to the area bounded by 2nd Avenue, 9th Avenue, Harrison Street and Van Buren Street. At a future date, the installed storm sewers will connect to a large diameter storm sewer to be installed by IDOT along Harrison Street and drain to the Des Plaines River by gravity.

The project to be constructed consists of the installation of approximately 2,540 feet of 36" RCP and 2,350 feet of 18" RCP storm sewer main; replacement of drainage structures and storm sewer laterals; replacement of certain sections of combined sewer; replacement or repair of defective combined sewer manholes; installation of approximately 1,500 feet of 8" ductile iron water main; connection and disconnection of water mains; installation of water services; removal and replacement of certain sections of curb and gutter, sidewalks, and driveway pavement; pavement removal; excavation of existing pavements; reconstruction of pavements with aggregate base, hot-mix asphalt binder, and hot-mix asphalt surface courses; pavement patching; milling and resurfacing of hot-mix asphalt pavements; pavement markings; landscaping restoration of the parkways; and other related work.

The work represented on this pay estimate includes work performed between March 28, 2023 and April 28, 2023. Generally, the work performed within this period is located along 2nd Avenue, 4th Avenue and 6th Avenues between Harrison Street and Van Buren Street. The work specifically includes large diameter storm sewer main installation, installation of drainage structures and storm sewer laterals, water main installation, as well as removal and restoration of concrete curb and gutter and concrete flatwork. We have reviewed the work performed and have found the work represented by the quantities on this estimate satisfactorily completed to date. We have reviewed the current project quantities with representatives of Acqua Contractors Corp. and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor's Invoice No. 2301-02 in the amount of \$1,621,273.26. We have attached the Contractor's Affidavit and Waivers of Lien for this Pay Estimate No. 2. The construction of the project is to be funded by the Cook County Community Development Block Grant Disaster Relief (CDBG-DR) program in the amount of \$3,302,000 and the Metropolitan Water Reclamation Water District (MWRD) Stormwater Partnership

May 8, 2023
Page 2 of 2

Program in the amount of \$4,000,000. The total amount of grant funds being provided to this project are \$7,302,000.

The grant funding will be provided to the Village in arrears, upon payment from the Village to the Contractor. We will promptly submit this pay estimate to Cook County for full reimbursement in the amount of the pay estimate, as soon as the cancelled checks to the contractor are provided to us.

If you should have any questions, please call our office at your convenience.

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

cc: Mr. John West, Director of Public Works
Ms. Lanya Satchell, Director of Finance

Attachments

I-290 Corridor Storm Sewer Separation Project
 Owner: Village of Maywood
 Contractor: Acqua Contractors
 Engineer: Edwin Hancock Engineering Co.
 Engineer's Pay Estimate No. 2
 May 1, 2023

No.	Items	Unit	ADJUSTED CONTRACT VALUE			QUANTITY			Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed			
1	Earth Excavation	CuYd	2,500	\$ 150,000.00	0	2,000	500	\$ 60.00	\$ 30,000.00	
2	Undercut Excavation	CuYd	1,493	\$ 89,580.00	0	1,493	0	\$ 60.00	\$ -	
3	Porous Granular Embankment, 3"	CuYd	1,493	\$ 52,255.00	0	1,493	0	\$ 35.00	\$ -	
4	Exploratory Excavation	Hour	8	\$ 6,400.00	0	4	4	\$ 800.00	\$ 3,200.00	
5	Removal and Disposal of Regulated Substances	CuYd	190	\$ 22,800.00	0	190	0	\$ 120.00	\$ -	
6	Combination Curb and Gutter Removal	Foot	11,100	\$ 55,500.00	0	6,100	5000	\$ 5.00	\$ 25,000.00	
7	Sidewalk Removal	SqFt	40,350	\$ 80,700.00	0	23,350	17000	\$ 2.00	\$ 34,000.00	
8	Driveway Pavement Removal	SqYd	1,750	\$ 21,000.00	0	1,560	190	\$ 12.00	\$ 2,280.00	
9	Pavement Removal	SqYd	16,424	\$ 131,392.00	0	11,424	5000	\$ 8.00	\$ 40,000.00	
10	Incidental Hot Mix Asphalt Surfacing	SqYd	95	\$ 5,700.00	0	95	0	\$ 60.00	\$ -	
11	HMA Surface Removal, Variable Depth	SqYd	5,315	\$ 47,835.00	0	5,315	0	\$ 9.00	\$ -	
12	8" Dia DIP, Class 52, Water Main	Foot	1,600	\$ 192,000.00	0	593	1007.5	\$ 120.00	\$ 120,900.00	
13	6" Dia DIP, Class 52, Water Main	Foot	110	\$ 16,500.00	0	78	32.5	\$ 150.00	\$ 4,875.00	
14	8" Gate Valve	Each	6	\$ 24,000.00	0	1	5	\$ 4,000.00	\$ 20,000.00	
15	Valve Vault, Ty A, 4' Dia, Ty 1 Frame, Closed Lid	Each	6	\$ 18,000.00	0	1	5	\$ 3,000.00	\$ 15,000.00	
16	Valve Box	Each	1	\$ 400.00	0	1	0	\$ 400.00	\$ -	
17	Fire Hydrant with Auxiliary Valve and Box	Each	6	\$ 48,000.00	0	2	4	\$ 8,000.00	\$ 32,000.00	
18	Special Ductile Iron Fittings	Pound	3,000	\$ 3,000.00	0	1,524	1476	\$ 1.00	\$ 1,476.00	
19	Restraint Joint, 8"	Each	80	\$ 6,640.00	0	44	36	\$ 83.00	\$ 2,988.00	
20	Restraint Joint, 6"	Each	30	\$ 1,860.00	0	19	11	\$ 62.00	\$ 682.00	
21	Fire Hydrant to be Removed	Each	6	\$ 1,200.00	0	6	0	\$ 200.00	\$ -	
22	Short Water Service, 1"	Each	25	\$ 57,500.00	0	10	15	\$ 2,300.00	\$ 34,500.00	
23	Long Water Service, 1" (Directional Bore)	Each	38	\$ 125,400.00	0	22	16	\$ 3,300.00	\$ 52,800.00	
24	Water Main Connections at 6th Ave and Congress St.	Each	1	\$ 2,500.00	0	0	1	\$ 2,500.00	\$ 2,500.00	
25	Water Main Connections at 6th Ave and Van Buren St.	Each	1	\$ 2,500.00	0	1	0	\$ 2,500.00	\$ -	
26	Water Main Connections at 4th Ave and Congress St.	Each	1	\$ 2,500.00	0	0	1	\$ 2,500.00	\$ 2,500.00	
27	Water Main Connections at 4th Ave and Van Buren St.	Each	1	\$ 2,500.00	0	0	1	\$ 2,500.00	\$ 2,500.00	
28	Water Main Connections at 2nd Ave and Congress St.	Each	1	\$ 2,500.00	0	0	1	\$ 2,500.00	\$ 2,500.00	
29	Water Main Connections at 2nd Ave and Van Buren St.	Each	1	\$ 2,500.00	0	0	1	\$ 2,500.00	\$ 2,500.00	
30	6" Line Stop	Each	9	\$ 65,700.00	0	1	8	\$ 7,300.00	\$ 58,400.00	

I-290 Corridor Storm Sewer Separation Project
 Owner: Village of Maywood
 Contractor: Acqua Contractors
 Engineer: Edwin Hancock Engineering Co.
 Engineer's Pay Estimate No. 2
 May 1, 2023

No.	Items	Unit	ADJUSTED CONTRACT VALUE		QUANTITY			Completed	Unit Price	Amount
			Quantity	Value	Overage	Remaining				
31	Pressure Testing and Disinfection	L.S.	1	\$ 2,500.00	0	0	0	0.7	\$ 2,500.00	\$ 1,750.00
32	10" Dia PVC Combined Sewer Pipe Replacement	Foot	55	\$ 8,690.00	4	0	0	59	\$ 158.00	\$ 9,322.00
33	12" Diameter, PVC Combined Sewer Pipe Replacement	Foot	115	\$ 20,125.00	0	0	10	105.5	\$ 175.00	\$ 18,462.50
34	Additional 10" Diameter, PVC Combined Sewer Pipe Replacement	Foot	10	\$ 1,600.00	0	0	6	4	\$ 160.00	\$ 640.00
35	Additional 12" Diameter, PVC Combined Sewer Pipe Replacement	Foot	10	\$ 1,780.00	17	0	0	27	\$ 178.00	\$ 4,806.00
36	6" Diameter, PVC Sanitary Sewer Service Pipe	Foot	775	\$ 100,750.00	0	0	335	440.5	\$ 130.00	\$ 57,265.00
37	10" x 6" PVC Sewer Service Connection	Each	13	\$ 37,700.00	0	0	11	2	\$ 2,900.00	\$ 5,800.00
38	12" x 6" PVC Sewer Service Connection	Each	11	\$ 33,000.00	2	0	0	13	\$ 3,000.00	\$ 39,000.00
39	6" Diameter, PVC Storm Sewer Pipe	Foot	423	\$ 54,990.00	0	0	197	226	\$ 130.00	\$ 29,380.00
40	8" Diameter, PVC Storm Sewer Pipe	Foot	80	\$ 11,200.00	0	0	43	37.5	\$ 140.00	\$ 5,250.00
41	10" Diameter, PVC Storm Sewer Pipe	Foot	885	\$ 139,830.00	0	0	585	300.5	\$ 158.00	\$ 47,479.00
42	12" Diameter, PVC Storm Sewer Pipe	Foot	490	\$ 84,770.00	0	0	217	273	\$ 173.00	\$ 47,229.00
43	10" Diameter, DIP Storm Sewer Pipe	Foot	555	\$ 101,565.00	0	0	18	82.5	\$ 201.00	\$ 16,582.50
44	12" Diameter, DIP Storm Sewer Pipe	Foot	100	\$ 20,100.00	0	0	696	1679	\$ 245.00	\$ 411,355.00
45	18" Diameter, RCP Storm Sewer Pipe	Foot	2,375	\$ 581,875.00	0	0	40	785	\$ 266.00	\$ 208,810.00
46	16" Diameter, RCP Storm Sewer Pipe (Above Combined Sewer)	Foot	825	\$ 219,450.00	0	0	613	1062	\$ 300.00	\$ 318,600.00
47	16" Diameter, RCP Storm Sewer Pipe (Below Combined Sewer)	Foot	1,675	\$ 502,500.00	0	0	3,812	5400	\$ 25.00	\$ 135,000.00
48	Trench Backfill	CuYd	9,212	\$ 230,300.00	0	0	3	0	\$ 1,688.24	\$ -
49	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	\$ 5,064.72	0	0	0	0	\$ 1,771.45	\$ -
50	Type 'C' Catch Basin, 2' Diameter, Type 1 Frame, Open Lid	Each	0	\$ 1,771.45	0	0	0	0	\$ 1,771.45	\$ -
51	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	69	\$ 217,350.00	0	0	21	48	\$ 3,150.00	\$ 151,200.00
52	Restricted Depth Manhole, 4' Diameter, Type 1 Frame, Closed Lid	Each	7	\$ 42,350.00	0	0	0	7	\$ 6,050.00	\$ 42,350.00
53	Restricted Depth Manhole, 5' Diameter, Type 1 Frame, Closed Lid	Each	6	\$ 44,700.00	0	0	0	6	\$ 7,450.00	\$ 44,700.00
54	Restricted Depth Manhole, 6' Diameter, Type 1 Frame, Closed Lid	Each	14	\$ 203,000.00	0	0	2	12	\$ 14,500.00	\$ 174,000.00
55	Connection to Existing Structure	Each	13	\$ 13,000.00	0	0	5	8	\$ 1,000.00	\$ 8,000.00
56	Frames and Lids to be Reconstructed	Each	22	\$ 17,600.00	0	0	22	0	\$ 800.00	\$ -
57	Structure to be Reconstructed	Each	26	\$ 41,600.00	0	0	23	3	\$ 1,600.00	\$ 4,800.00
58	Frames and Lids	Each	30	\$ 12,000.00	0	0	27	3	\$ 400.00	\$ 1,200.00
59	Structure to be Removed	Each	133	\$ 19,950.00	0	0	107	26	\$ 150.00	\$ 3,900.00
60	Water Service Boxes and Valve Boxes to be Adjusted	Each	25	\$ 5,625.00	0	0	25	0	\$ 225.00	\$ -
61	Seal 36" Diameter Pipe with Brick and Mortar	Each	22	\$ 16,500.00	0	0	18	4	\$ 750.00	\$ 3,000.00
62	Seal 18" Diameter Pipe with Brick and Mortar	Each	14	\$ 9,800.00	0	0	14	0	\$ 700.00	\$ -
63	Seal 12" Diameter Pipe with Plug	Each	1	\$ 650.00	0	0	1	0	\$ 650.00	\$ -
64	Combination Curb and Gutter, Type B-6.12 (Modified)	Foot	11,015	\$ 396,540.00	0	0	6,515	4500	\$ 36.00	\$ 162,000.00
65	Portland Cement Concrete Sidewalk, 5"	SqFt	40,350	\$ 363,150.00	0	0	35,350	5000	\$ 9.00	\$ 45,000.00
66	Detectable Warnings	SqFt	1,450	\$ 51,475.00	0	0	1,370	80	\$ 35.50	\$ 2,840.00
67	Portland Cement Concrete Driveway Pavement, 7"	SqYd	1,750	\$ 122,500.00	0	0	1,560	190	\$ 70.00	\$ 13,300.00
68	Portland Cement Concrete Driveway Pavement, 8"	SqYd	375	\$ 28,125.00	0	0	375	0	\$ 75.00	\$ -
69	White Wax Compound	SqYd	8,630	\$ 12,945.00	0	0	8,630	0	\$ 1.50	\$ -
70	Portland Cement Concrete Base Course, 8"	SqYd	4,424	\$ 289,772.00	0	0	2,924	1500	\$ 65.50	\$ 98,250.00

I-290 Corridor Storm Sewer Separation Project
 Owner: Village of Maywood
 Contractor: Acqua Contractors
 Engineer: Edwin Hancock Engineering Co.
 Engineer's Pay Estimate No. 2
 May 1, 2023

No.	Items	Unit	ADJUSTED CONTRACT VALUE		QUANTITY			Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed		
71	Deformed Tie Bars	Each	865	8,650.00	0	865	0	10.00	-
72	Temporary Hot-Mix Asphalt Pavement	Ton	50	11,750.00	0	50	0	235.00	-
73	Incidental Hot-Mix Asphalt Surfacing	Ton	45	10,620.00	0	45	0	236.00	-
74	Geogrid for Ground Stabilization	SqYd	14,000	21,840.00	0	14,000	0	1.56	-
75	Aggregate Base Course, Type B, 6"	SqYd	11,000	121,000.00	0	11,000	0	11.00	-
76	Bituminous Materials (Tack Coat) SS-1	Gallon	1,855	2,782.50	0	1,855	0	1.50	-
77	Hot-Mix Asphalt - Longitudinal Joint Sealant	Foot	6,010	21,636.00	0	6,010	0	3.60	-
78	Hot-Mix Asphalt Binder Course, IL 19.0, N50	Ton	2,800	308,000.00	0	2,800	0	110.00	-
79	Levelling Binder (Machine Method), N50	Ton	783	121,365.00	0	783	0	155.00	-
80	Hot-Mix Asphalt Surface Course, Mix D, N50	Ton	2,367	302,976.00	0	2,367	0	128.00	-
81	Topsoil Placement, 3"	SqYd	14,643	76,143.60	0	14,643	0	5.20	-
82	Sodding	SqYd	14,643	212,323.50	0	14,643	0	14.50	-
83	Supplemental Watering	Unit	156	1,560.00	0	156	0	10.00	-
84	Inlet Filters	Each	82	16,400.00	0	82	65	200.00	13,000.00
85	Thermoplastic Pavement Marking - Line 4"	Foot	1,475	2,286.25	0	1,475	0	1.55	-
86	Thermoplastic Pavement Marking - Line 6"	Foot	3,173	7,456.55	0	3,173	0	2.35	-
87	Thermoplastic Pavement Marking - Line 12"	Foot	114	530.10	0	114	0	4.65	-
88	Thermoplastic Pavement Marking - Line 24"	Foot	595	5,563.25	0	595	0	9.35	-
89	Remove and Reset Existing Brick Pavers	SqFt	600	9,300.00	0	600	0	15.50	-
91	Tree Removal	In-Dia	200	15,000.00	0	0	0.8	15,000.00	12,000.00
92	Contingent Cash Allowance	Dollar	189,773	189,773.40	0	181	19.5	46.75	911.63
93	Mobilization	L.S.	1	462,000.00	0	0	0.9	462,000.00	415,800.00
94	Traffic Control and Protection	L.S.	1	57,138.68	0	1	0.5	57,138.68	28,569.34

Total Awarded Contract Value \$ 7,302,000.00
 Less Amount Retained, 10% \$ 3,131,261.97
 Less Amount, Previous Invoices Total \$ 313,126.20
 Amount Due, Pay Estimate No. 2 \$ 1,196,862.51
 \$ 1,621,273.26



INVOICE

551 S IL ROUTE 83
 Elmhurst, IL 60126
 630-359-4648

Date: April 28, 2023
 Invoice # 2301-02
 Job No# 2301
 Maywood I290 SSS

Bill To:
 VILLAGE OF MAYWOOD
 40 WEST MADISON STREET
 MAYWOOD, IL 60153

Job Name:
 I290 CORRIDOR STORM SEWER
 SEPARATION PROJECT
 MAYWODD, IL
 CDBG-DR PROJECT NO. 2013-DR-IN-R4-10

DESCRIPTION	AMOUNT
PAY ESTIMATE #2	
CONTRACT	\$7,302,000.00
CHANGE ORDERS APPROVED TO DATE	<u>\$0.00</u>
TOTAL CONTRACT AMOUNT TO DATE	\$7,302,000.00
WORK COMPLETED TO DATE	\$3,131,261.97
LESS 10% RETENTION	<u>\$313,126.20</u>
	\$2,818,135.76
LESS PRIOR PAYMENT	<u>-\$1,196,862.50</u>
CURRENT AMOUNT DUE	\$1,621,273.26
TOTAL AMOUNT DUE THIS INVOICE	<u>\$1,621,273.26</u>

OWNER: Village of Maywood

PAY REQUEST #: 2

CONTRACT #:

PROJECT: I-280 Corridor Storm Sewer Separation

PERIOD END: April 28, 2023

ACQUA JOB #: 2301



ACQUA CONTRACTORS CORP
 551 S. IL. ROUTE 83
 ELMHURST, IL. 60126
 TEL: 630-359-4648
 FAX: 630-359-4971

AMERICAN CONTRACTOR	ITEM #	DESCRIPTION	CONTRACT QUANTITY		UNIT	COST/UNIT	BID	PREVIOUSLY BILLED		RETENTION (10% OF AMOUNT EARNED)	CURRENT BILLING		COMPLETED TO DATE		
			QUANTITY	AMOUNT PAID TO DATE				QUANTITY	COST		QUANTITY	COST	QUANTITY	COST	
							\$ 313,128.20								
							\$ 1,98,862.61								
							\$ 1,621,273.28					2			April 28, 2023

**SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR
TO OWNER AND TO DUPAGE COUNTY**

STATE OF ILLINOIS
COUNTY OF: DuPage

}SS

Page ___ of ___ Pages
Project #: CDBG-DR-2013-DR-IN-R4-10

The affiant, Alex Rendina being first duly sworn, on oath deposes and says that he/she is the President
(position within company)
of Acqua Contractors Corp that he/she has a contract with Village of Maywood
(company name)
owner for Storm Sewer Separation Project, on the following described premises in Cook County, IL to wit:
(type of work being performed)

1290 Corridor - Maywood, IL
(address of project location)

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

NAME AND ADDRESS	KIND OF WORK	AMOUNT OF CONTRACT	RETENTION (including current)	EXTRAS (+) &/OR CREDITS (-)	NET OF PREVIOUS PAYMENTS	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (including retention)
Acqua Contractors Corp 551 S IL Rt 83 Elmhurst, IL 60126	Excavation, Installation, Labor & Materials	\$4,066,705.50	\$289,228.34	\$0.00	\$1,040,024.04	\$921,026.00	\$2,105,655.46
Welch Bros 1050 St Charles St Elgin, IL 60121	Precast Concrete Structures	\$371,828.00	\$0.00	\$0.00	\$0.00	\$152,813.84	\$219,014.16
Core & Main 3415 Ohio Avenue St Charles, IL 60174	Water & Sewer Related Materials	\$280,286.00	\$0.00	\$0.00	\$152,853.26	\$89,533.54	\$37,899.20
Highway Safety 1756 Armitage Ct Addison IL 60101	Traffic Control	\$22,140.00	\$1,107.00	\$0.00	\$3,985.20	\$5,977.80	\$12,177.00
JG Demo 741 W. Racquet Club Drive Addison, IL 60101	Concrete	\$1,153,263.50	\$22,790.86	\$0.00	\$0.00	\$205,117.74	\$948,145.76
DelToro Landscape Construction 18N061 Galligan Rd Dundee, IL 60118	Landscaping	\$288,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$288,777.00
Everlast Blacktop 7N540 IL 25, Elgin, IL 60120	HMA	\$634,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$634,000.00
Vulcan Materials LLC 5500 Joliet Road McCook, IL 60525	Trucking	\$275,000.00	\$0.00	\$0.00	\$0.00	\$115,573.09	\$159,426.91
V & V Transport Inc. 6104 S. Karlov Ave Chicago, IL 60629	Trucking	\$100,000.00	\$0.00	\$0.00	\$0.00	\$64,470.00	\$35,530.00
Adriatica Construction Co 42W312 Keslinger Rd Elburn, IL 60119	Trucking	\$110,000.00	\$0.00	\$0.00	\$0.00	\$66,761.25	\$43,238.75
TOTAL		\$7,302,000.00	\$313,126.20	\$0.00	\$1,196,862.50	\$1,621,273.26	\$4,483,864.24
AMOUNT OF ORIGINAL CONTRACT		\$7,302,000.00	WORK COMPLETED TO DATE			\$3,131,261.97	
EXTRAS TO CONTRACT (+)		\$0.00	LESS 10% RETAINED			\$313,126.20	
TOTAL CONTRACT AND EXTRAS		\$7,302,000.00	NET AMOUNT EARNED			\$2,818,135.77	
DEDUCTIONS TO CONTRACT (-)		\$0.00	NET PREVIOUSLY PAID			\$1,196,862.50	
ADJUSTED TOTAL CONTRACT		\$7,302,000.00	NET AMOUNT OF THIS PAYMENT			\$1,621,273.26	
			BALANCE TO BECOME DUE (including retention)			\$4,483,864.24	

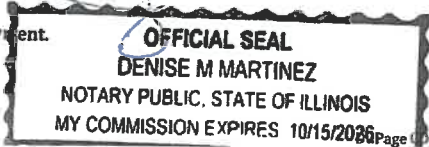
It is understood that the total amount paid to date plus the amount requested in this application shall not exceed ___% of the cost of work completed to date.
I agree to furnish Waivers of Lien for all materials under my contract when demanded.

SIGNED: Alex Rendina - President
(Position)

Subscribed and sworn to before me this 5th day of May, 2023.

Affix Notary Seal Denise M Martinez Notary Public

The above sworn statement should be obtained by the owner before each and every payment.



WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

QTY #

LOAN #

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

Village of Maywood

To furnish

Storm Sewer Separation

For the premises known as

1290 Corridor - Maywood, IL

Of which

Village of Maywood

is the owner.

The undersigned, for and in consideration of

One Million Six Hundred Twenty-One Thousand Two Hundred Seventy-Three and 26/100

\$1,621,273.26

) Dollars, and other good and valuable consideration, the receipt where of is hereby acknowledged, do(es) hereby

waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics liens', with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, fund or other considerations due or to become due from the owner, on account of labor, services, material, fixture, apparatus or machinery heretofore furnished, or which may be furnished to this date, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Given under 5th My Day of hand Signed May and seal 2023 on this

Signature and Seal:

Alex Rendina | President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer

signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

STATE OF ILLINOIS

CONTRACTOR'S AFFIDAVIT

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE Undersigned, being duly sworn, deposes and says that he is

Alex Rendina

President

of the

Acqua Contractors Corp

who is the contractor for the

Storm Sewer Separation

work on the

Building Located at

1290 Corridor - Maywood, IL

owned by

Village of Maywood

that the total amount of the contract including extras* is

\$7,302,000.00

on which he has received payment of

\$1,196,862.51

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and

that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished

material and labor, or both for said work and all parties having contracts or sub contracts for the specific portions of said work or for material entering into

the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to

complete said work according to plans and specifications:

Names	What For	Contract Price	Amount Paid	This Payment	Balance Due
Acqua Contractors Corp	Labor/Materials	\$4,066,705.50	\$1,040,024.05	\$921,026.00	\$2,105,655.45
Welch Bros	Precast Structures	\$371,828.00	\$0.00	\$152,813.84	\$219,014.16
Ware & Main	Water & Sewer Mtls	\$280,286.00	\$152,853.26	\$89,533.54	\$37,899.20
Demco	Concrete	\$1,153,263.50	\$0.00	\$205,117.74	\$948,145.76
Shoro Landscaping	Landscape	\$288,777.00	\$0.00	\$0.00	\$288,777.00
Perfast Blacktop	HMA	\$634,000.00	\$0.00	\$0.00	\$634,000.00
Highway Safety Corp	Traffic Control	\$22,140.00	\$3,985.20	\$5,977.80	\$12,177.00
African Materials	Stone/Dirt Dumps	\$275,000.00	\$0.00	\$115,573.09	\$159,426.91
EV Transport Inc	Trucking	\$100,000.00	\$0.00	\$64,470.00	\$35,530.00
Practica Construction Co	Trucking	\$110,000.00	\$0.00	\$66,761.25	\$43,238.75
TOTAL LABOR AND MATERIAL TO COMPLETE		\$7,302,000.00	\$1,196,862.51	\$1,621,273.26	\$4,483,864.23

that there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other

work of any kind done or to be done upon or in connection with said work other than above stated.

Witnessed This 5th day of May, 2023.

Signature

Alex Rendina | President

May, 2023

Subscribed and sworn to before me this

day of

May

2023

EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

OFFICIAL SEAL
DENISE M MARTINEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/15/2026

32

WAIVER OF LIEN TO DATE HEREOF

STATE OF ILLINOIS)
COUNTY OF KANE)

To Whom It May Concern:

WHEREAS the undersigned has been employed by Acqua Contractors Corporation

551 South Illinois State Route 83, Elmhurst, Illinois 60126 to furnish

Precast Concrete Structures, Pipe and Miscellaneous Construction Materials

for the premises known as I290 Corridor Storm Sewer Separation Project #2013-DR-IN-R4-10

located at 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th Avenues and Harrison, Maywood, Cook County, Illinois

of which Village of Maywood is the Owner.

The undersigned, for and in consideration of One Hundred Fifty-Two Thousand Eight Hundred Thirteen and 84/100ths

152,813.84 Dollars, and other good and valuable considerations, the receipt whereof is hereby

acknowledged, does hereby waive and release any and all lien or claim of, or right to, lien, under the statutes

of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises,

and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on

the moneys, funds or other considerations due to date or to become due from the Owner, on account of all labor,

services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the

above-described premises, INCLUDING EXTRAS*

*Extras include but are not limited to Change Orders, both oral and written, to the Contract

DATE: March 31, 2023

COMPANY NAME: Welch Bros., Inc.

STREET ADDRESS: 1050 St. Charles St., P. O. Box 749

City, State: Elgin, Illinois 60121-0749



SIGNATURE:

Handwritten signature of Karen Powell

MUST BE SIGNED BY AN OFFICER OF THE COMPANY

PRINT NAME & TITLE:

Karen Powell, Chief Financial Officer

WAIVER OF LIEN TO DATE

STATE OF MISSOURI)
 COUNTY OF ST. LOUIS) SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by ACQUA CONTRACTORS
 to furnish Misc. Materials and Supplies
 for the premises known as I290 CORRIDOR STORM SEWER SEPARATION PROJECT MAYWOOD, IL
 of which VILLAGE OF MAYWOOD is the Owner.

THE undersigned, for and in consideration of Eighty-Nine Thousand Five Hundred Thirty-Three Dollars 54/100
\$89,533.54 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
 do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect
 to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the
 moneys, funds or other consideration due or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery,
 furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 4/27/2023 COMPANY NAME Core & Main LP
 ADDRESS 1830 Craig Park Ct. St. Louis, MO. 63146
 SIGNATURE AND TITLE [Signature] Credit Associate

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF MISSOURI)
 COUNTY OF ST. LOUIS) SS

TO WHOM IT MAY CONCERN:

THE undersigned (Name) Anna Fisher being duly sworn, deposes and that
 he or she is (Position) Credit Associate
 of (Company Name) Core & Main LP who is the
 contractor furnishing Misc. Materials and Supplies work on the building
 located at I290 CORRIDOR STORM SEWER SEPARATION PROJECT MAYWOOD, IL
 owned by VILLAGE OF MAYWOOD

That the total amount of the contract including extras is \$280,286.00 on which he or she has received payment of
\$152,853.26 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or
 labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the
 amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and
 specifications:

NAMES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>Core & Main LP</u>	<u>Misc. Materials and Supplies</u>	<u>\$280,286.00</u>	<u>\$152,853.26</u>	<u>\$89,533.54</u>	<u>\$37,899.20</u>
<u>0</u>	<u>0</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>0</u>	<u>0</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>0</u>	<u>0</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>0</u>	<u>0</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>0</u>	<u>0</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>0</u>	<u>0</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>0</u>	<u>0</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>0</u>	<u>0</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*		\$280,286.00	\$152,853.26	\$89,533.54	\$37,899.20

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of
 any kind done or to be done upon or in connection with said work other than above stated.

SIGNED THIS 1st DAY OF May, 2023

SUBSCRIBED AND SWORN [Signature]
 TO BEFORE ME THIS

1st DAY OF May, 2023

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.
[Signature]
 Notary Signature & Seal



WAIVER OF LIEN AND RELEASE OF CLAIM FOR PAYMENT TO DATE

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Acqua Contractors ("Contractor"),
to furnish and install traffic control & protection
for the premises known as Village of Maywood I-290 Corridor Storm Sewer Separation Project
of which The Village of Maywood IL is the owner ("Owner").

THE undersigned, for and in consideration of Five Thousand Nine hundred Seventy Seven Dollars and 80 cents
\$5,977.80 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) for its heirs, executors, and
administrators, hereby waive and release the Contractor, the Contractor's surety, the Owner, and each of their parents, subsidiaries, affiliates, members, past and
present officers, directors, heirs, and administrators, from any claim for payment including claims under the Illinois Public Construction Bond Act, and all lien, or
claim of, or right to lien, under the statutes of the State of Illinois, relating to Mechanics' Liens, with respect to and on said above-described premises, and the
improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from
the Owner, on account of labor services, material, fixtures, apparatus or machinery furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this 1 day of May, 2023

Signature and Seal:

NOTE: All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

STATE OF ILLINOIS
COUNTY OF COOK

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that (s)he is Daniel J. Melesio
the President of the Highway Safety Corp
who is the contractor for the traffic control & protection work on the
building located Village of Maywood I-290 Corridor Storm Sewer Separation Project
owned by The Village of Maywood IL.

That the total amount of the contract including extras is \$22,140.00 on which he has received payment of
\$3,985.20 prior to this payment. That all waivers and releases are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers or releases. That the following are the names of all parties who have
furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for
material entering into the construction thereof and the amount due or to become due each, and that the items mentioned include all labor
and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Highway Safety Corp	Traffic Control	\$22,140.00	\$3,985.20	\$5,977.80	\$12,177.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$22,140.00	\$3,985.20	\$5,977.80	\$12,177.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

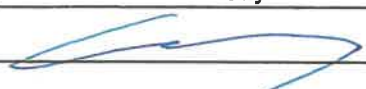
Signed this 1 day of May, 2023

Signature:

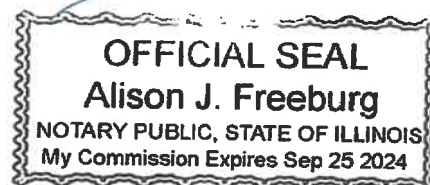


Subscribed and sworn to before 1 day of May, 2023

Notary:



Updated Jan. '05





256044

PARTIAL WAIVER

STATE OF ILLINOIS, }sis
TO ALL WHOM IT MAY CONCERN:

Whereas, The undersigned **Vulcan Construction Materials, LLC** CENTRAL DIVISION has
been employed by **ACQUA CONTRACTORS CORP**
to furnish **STONE** for the building - and premises known as

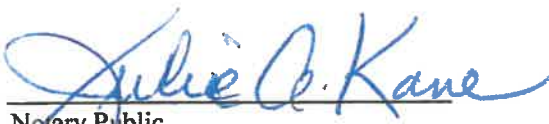
1290 CORRIDOR STORM SEWER SEPARATION PROJECT
OWNER: VILLAGE OF MAYWOOD
MAYWOOD, IL
COOK COUNTY

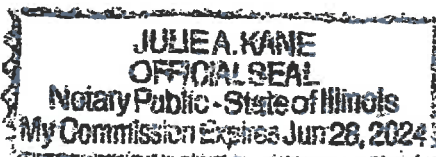
Now, Therefore, Know Ye, That the undersigned, for and in consideration of the sum of ****One Hundred Fifteen Thousand Five Hundred Seventy Three Dollars and Nine Cents** (\$115,573.09)** Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim, or right to lien, on said above-described building - and premises under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials or both, furnished in the amount as herein above shown by the undersigned to or on account of the said **ACQUA CONTRACTORS CORP** . for said building - or premises.

Witness our hand on this 28TH day of APRIL, 2023

VULCAN CONSTRUCTION MATERIALS, LLC
CENTRAL DIVISION

By 
DAWN STROSS, CREDIT REP


Notary Public



ACQUA CONTRACTORS CORP
551 S. IL Route 83
ELMHURST, IL 60126

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

QTY #

LOAN #

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

Acqua Contractors Corp

To furnish

Storm Sewer Separation

For the premises known as

1290 Corridor Storm Sewer Separation - Maywood, IL

Of which

Village of Maywood

is the owner.

The undersigned, for and in consideration of

Sixty-Four Thousand Four Hundred Seventy and 00/100 **

\$64,470.00

) Dollars, and other good and valuable consideration, the receipt where of is hereby acknowledged, do(es) hereby

waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics liens', with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, fund or other considerations due or to become due from the owner, on account of labor, services, material, fixture, apparatus or machinery heretofore furnished, or which may be furnished to this date, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Given under My hand Signed and seal on this 1st Day of May, 2023.

Signature and Seal:

Stephanie Jasso

Stephanie Jasso | President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer

signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

STATE OF ILLINOIS

CONTRACTOR'S AFFIDAVIT

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE Undersigned, being duly sworn, deposes and says that he is

Stephanie Jasso

President

of the

Y&V Transport, Inc.

Who is the contractor for the

Trucking/Hauling

work on the

Building Located at

1290 Corridor Storm Sewer Separation - Maywood, IL

Owned by

Village of Maywood

That the total amount of the contract including extras* is

\$100,000.00

on which he has received payment of

\$0.00

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and

that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished

material and labor, or both for said work and all parties having contracts or sub contracts for the specific portions of said work or for material entering into

the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to

complete said work according to plans and specifications:

Table with 6 columns: Names, What For, Contract Price, Amount Paid, This Payment, Balance Due. Row 1: Y&V Transport Inc, Trucking/Hauling, \$100,000.00, \$0.00, \$64,470.00, \$35,530.00. Row 2: TOTAL LABOR AND MATERIAL TO COMPLETE, \$100,000.00, \$0.00, \$64,470.00, \$35,530.00.

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other

work of any kind done or to be done upon or in connection with said work other than above stated.

Signed This 1st day of May, 2023.

Signature

Stephanie Jasso

Stephanie Jasso | President

Subscribed and sworn to before me this

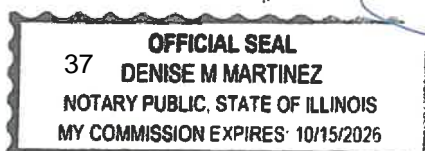
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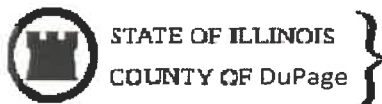
day of

May

2023.

EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT





PARTIAL WAIVER OF LIEN

1

Gty# _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by ACQUA CONTRACTORS to furnish Labor, Material and Equipment for Roadway Improvements for the premises known as Maywood IL Water Main Separation of which Maywood is the owner

Escrow# _____

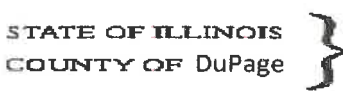
is the owner

The undersigned, for and in consideration of Two Hundred Five Thousand One Seventeen and 74/100 \$205,117.74 Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 5/5/2023 COMPANY NAME J G Demo Inc. ADDRESS 741 W Racquet Club Drive, Addison, Illinois 60101

SIGNATURE AND TITLE [Signature] President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) George Chavez BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President WHO IS THE OF (COMPANY NAME) J G Demo Inc. CONTRACTOR FURNISHING Labor, Material and Equipment for Roadway Improvemern WORK ON THE BUILDING LOCATED AT Maywood IL Water Main Separation OWNED BY Maywood

That the total amount of the contract including extras* is \$1,153,263.50 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Table with 6 columns: NAMES AND ADDRESSES, WHAT FOR, CONTRACT PRICE INCLUDING EXTRAS*, AMOUNT PAID, THIS PAYMENT, BALANCE DUE. Includes entry for J G Demo Inc. and a total row.

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 5/5/2023 SIGNATURE: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS Friday, 5 DAY OF May - 2023


*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Joanna Chavez NOTARY PUBLIC



Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, American Recycling & Disposal



SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #31341 dated 03/02/2023 for waste disposal services for the Village of Maywood Public Works Department.

RECOMMENDATION: It is recommendation that the total payments of \$5,188.49 be approved for payment. The expense account to be charged: 01-50-52400.



**AMERICAN RECYCLING
& DISPOSAL**

2100 W. Madison St.
Unit A
Maywood, IL 60153
Phone # 630-506-9977
Fax # 888-607-7441
AmericanRD@gmail.com

Invoice

Date	Invoice #
3/2/2023	31341

Bill To
Village of Maywood 40 East Madison Maywood, IL 60153 Attn: Lanya Satchell

Job Address

P.O. No.	Terms	Due Date
	Net 30	4/1/2023

Serviced	Description	Quantity	Unit	Rate	Amount
2/27/2023	Ticket #59352 - Vac	1,712.3	Gallons	0.64	1,095.87
2/28/2023	Ticket #59357 - Vac	2,014.5	Gallons	0.64	1,289.28
3/1/2023	Ticket #59365 - Vac	2,076.7	Gallons	0.64	1,329.09
3/2/2023	Ticket #59378 - Heavies	8.495	Tons	50.00	424.75
3/2/2023	Ticket #59382 - Heavies	9.37	Tons	50.00	468.50
3/2/2023	Ticket #59386 - Heavies	7.605	Tons	50.00	380.25
3/2/2023	Ticket #59388 - Heavies	4.015	Tons	50.00	200.75
<p>Recommended To Be Paid \$ 5,188.49</p> <p>Dept. Head: <u>Job</u></p> <p>Expense Acct: <u>41-52-52400</u></p> <p>Date: <u>4/21/23</u> PO # _____</p>					
Total		\$5,188.49	Balance Due		\$5,188.49

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK*
DATE: May 10, 2023 *5-10-23*
SUBJECT: Payment Approval, Arthur P Ohara

SPECIFIC ACTION REQUESTED: Payment approval of the attached proposals 50% deposit payment for furniture for the Village Mayor, Manager & Community Development Department.

RECOMMENDATION: It is recommendation that the total payment of \$28,010.00 be approved for payment. The expense account to be charged: Various Accounts.



Arthur P. O'Hara Inc.

OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

PROPOSAL	30492
PROJECT#:	2-1438
DATE:	04/30/23
VALID THRU:	05/31/23

PROPOSAL FOR:	DELIVER/INSTALL AT:
Village of Maywood 40 MADISON ST MAYWOOD IL 60153	Village of Maywood Angela Smith 2ND FL-ELEVATOR 40 MADISON ST MAYWOOD ILLINOIS 60153

CUSTOMER PHONE (708) 450-6351	CUSTOMER FAX 708/450-4419	CONTACT NAME Angela Smith
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CUSTOMER P.O.	CUSTOMER NO. 10601	PAYMENT TERMS Net 10 Days	SALESPERSON Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
16	1	HLSLPBL .Q	Left O-Leg to Panel Bracket Light Gray Paint	58.00	58.00
17	2	HSDSL2429F .Q	24D Freestanding Support Leg Light Gray Paint	90.00	180.00
18	2	HSDG .Q	Pr. Gussets Light Gray Paint	52.00	104.00
19	2	H105WMH48 .NN .N	48Wx14-5/8Dx15H Wall Mounted Overhead Cabinet Mahogany Laminate Mahogany Door Front Laminate	514.00	1,028.00
20	2	HLSL48TW .LN30	48Wx18H Wall Mounted Tackboard Landscape Urban Fabric	160.00	320.00
21	2	LLR-13205	LED Light (for Overhead Cabinet)	50.00	100.00
22	2	HVFB23R .L .Q	2 Box/File Drawer Pedestal, W/"R" Style Drawer Pulls Lock Light Gray Paint	244.00	488.00
23	2	HVFF23R .L .Q	2 File Drawer Pedestal, W/"R" Style Drawer Pulls Lock Light Gray Paint	242.00	484.00

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.



Arthur P. O'Hara Inc.

OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515
 Phone: (630) 786-5454 Fax: (630) 786-4729

PROPOSAL	30492
PROJECT#:	2-1438
DATE:	04/30/23
VALID THRU:	05/31/23

PROPOSAL FOR: Village of Maywood 40 MADISON ST MAYWOOD IL 60153	DELIVER/INSTALL AT: Village of Maywood Angela Smith 2ND FL-ELEVATOR 40 MADISON ST MAYWOOD ILLINOIS 60153
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CUSTOMER PHONE (708) 450-6351	CUSTOMER FAX 708/450-4419	CONTACT NAME Angela Smith
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CUSTOMER P.O.	CUSTOMER NO. 10601	PAYMENT TERMS Net 10 Days	SALESPERSON Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			GIS DESK-HON "ACCELERATE" SERIES		
24	2	HWR3060P .N .N .P	60Wx30D Rectangular Worksurface Mahogany Laminate Mahogany Edge Black Grommet	223.00	446.00
25	1	H19730R .L .Q	29D 2 Box/File Drawer Pedestal, W/"R" Style Drawer Pulls Lock Light Gray Paint	453.00	453.00
26	1	H19830R .L .Q	29D 2 File Drawer Pedestal, W/"R" Style Drawer Pulls Lock Light Gray Paint	453.00	453.00
27	1	H105WMH48 .NN .N	48Wx14-5/8Dx15H Wall Mounted Overhead Cabinet Mahogany Laminate Mahogany Door Front Laminate	514.00	514.00
28	1	HLSL48TW .LN30	48Wx18H Wall Mounted Tackboard Landscape Urban Fabric	160.00	160.00
29	1	LLR-13205	LED Light (for Overhead Cabinet)	50.00	50.00

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.



Arthur P. O'Hara Inc.

OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515
 Phone: (630) 786-5454 Fax: (630) 786-4729

PROPOSAL	30492
PROJECT#:	2-1438
DATE:	04/30/23
VALID THRU:	05/31/23

PROPOSAL FOR: Village of Maywood 40 MADISON ST MAYWOOD IL 60153	DELIVER/INSTALL AT: Village of Maywood Angela Smith 2ND FL-ELEVATOR 40 MADISON ST MAYWOOD ILLINOIS 60153
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CUSTOMER PHONE (708) 450-6351	CUSTOMER FAX 708/450-4419	CONTACT NAME Angela Smith
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CUSTOMER P.O.	CUSTOMER NO. 10601	PAYMENT TERMS Net 10 Days	SALESPERSON Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
30	2	HETP6548FP .LN30 .Q	PANELS BETWEEN URBAN PLANNER, GSI & INTERN-HON "ACCELERATE" SERIES 65Hx48W Fabric Panel Landscape Urban Fabric Light Gray Trim	202.00	404.00
31	2	HETC48 .Q	48W Panel Top Cap Light Gray Paint	30.00	60.00
32	2	HEWS65P .Q	65H Wall Starter Kit Light Gray Paint	47.00	94.00
33	2	HEFEC65P .Q	65H Panel Finished End Cover Light Gray Paint	29.00	58.00
34	1	H10579 .NN	DIR. OF ADMIN-HON "10500" SERIES WITH "ACCELERATE" SERIES PANELS 66Wx30D Desk Shell Mahogany Laminate	405.00	405.00
35	1	H10561X .NN	48Wx24D (Right) Return Shell, W/10" Modesty Panel Mahogany Laminate	294.00	294.00
36	1	H10502 .N	2 Box/File Drawer Pedestal (for Under Left Side of Desk Shell) Mahogany Laminate	384.00	384.00

12,150.00

3,998.00

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.



Arthur P. O'Hara Inc.

OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515
 Phone: (630) 786-5454 Fax: (630) 786-4729

PROPOSAL	30492
PROJECT#:	2-1438
DATE:	04/30/23
VALID THRU:	05/31/23

PROPOSAL FOR: Village of Maywood 40 MADISON ST MAYWOOD IL 60153	DELIVER/INSTALL AT: Village of Maywood Angela Smith 2ND FL-ELEVATOR 40 MADISON ST MAYWOOD ILLINOIS 60153
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CUSTOMER PHONE (708) 450-6351	CUSTOMER FAX 708/450-4419	CONTACT NAME Angela Smith
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CUSTOMER P.O.	CUSTOMER NO. 10601	PAYMENT TERMS Net 10 Days	SALESPERSON Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
37	1	H10504 .N	2 File Drawer Pedestal (for Under Right End of Return Shell) Mahogany Laminate	384.00	384.00
38	1	H105WMH48 .NN .N	48Wx14-5/8Dx15H Wall Mounted Overhead Cabinet Mahogany Laminate Mahogany Door Front Laminate	514.00	514.00
39	1	HLSL48TW .LN30	48Wx18H Wall Mounted Tackboard Landscape Urban Fabric	160.00	160.00
40	1	LLR-13205	LED Light (for Overhead Cabinet)	50.00	50.00
41	3	HITLM .Y1 .A .H .IF .HAML04 .BL .SB .T	SEATING: HON "IGNITION" SERIES Low Back Work Chair (GSI, Intern & Receptionist) Synchro-Tilt W/Seat Slider Height & Width Adjustable Arms Hard Casters (for Carpet) Fog Mesh Back Hamilton Fern Fabric Seat Black Adjustable Lumbar Standard Base Black Frame	348.00	1,044.00

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.



Arthur P. O'Hara Inc.

OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515
 Phone: (630) 786-5454 Fax: (630) 786-4729

PROPOSAL	30492
PROJECT#:	2-1438
DATE:	04/30/23
VALID THRU:	05/31/23

PROPOSAL FOR: Village of Maywood 40 MADISON ST MAYWOOD IL 60153	DELIVER/INSTALL AT: Village of Maywood Angela Smith 2ND FL-ELEVATOR 40 MADISON ST MAYWOOD ILLINOIS 60153
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CUSTOMER PHONE (708) 450-6351	CUSTOMER FAX 708/450-4419	CONTACT NAME Angela Smith
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CUSTOMER P.O.	CUSTOMER NO. 10601	PAYMENT TERMS Net 10 Days	SALESPERSON Maureen Mckinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
42	4	HIWMM .Y2 .A .H .IF .HAML04 .BL .SB .T	Mid Back Work Chair (Angela, Michelle, Urban Planner & Dir. of Admin) Advanced Synchro-Tilt Control Height & Width Adjustable Arms Hard Casters (for Carpet) Fog Mesh Back Hamilton Fern Fabric Seat Black Adjustable Lumbar Standard Base Black Frame	396.00	1,584.00
43	7	HIGS6 .F .H .U .HAML04 .T	Side Chair ((4) for Angela, (1) for Dir. of Admin, (2) for Lobby) Fixed Arms Hard Casters (for Carpet) Upholstered Back Hamilton Fern Fabric Black Frame	263.00	1,841.00
44	1	DELIVERY NOR NU	Delivery & Installation (Inculdes Hauling Away (3) Hon 38000 Series U Units, with Hutches) Normal business hours (9 AM-5PM, MON-FRI) Non-Union	1,600.00	1,600.00
45	1	SERVICE	Service Call, to Replace Lock Cores on Angela's Existing Desk & Credenza Drawers-Keyed #109E	0.00	0.00

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.



Arthur P. O'Hara Inc.

OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

PROPOSAL	30492
PROJECT#:	2-1438
DATE:	04/30/23
VALID THRU:	05/31/23

PROPOSAL FOR:	DELIVER/INSTALL AT:
Village of Maywood 40 MADISON ST MAYWOOD IL 60153	Village of Maywood Angela Smith 2ND FL-ELEVATOR 40 MADISON ST MAYWOOD ILLINOIS 60153

CUSTOMER PHONE (708) 450-6351	CUSTOMER FAX 708/450-4419	CONTACT NAME Angela Smith
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CUSTOMER P.O.	CUSTOMER NO. 10601	PAYMENT TERMS Net 10 Days	SALESPERSON Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			PLEASE REVIEW PROPOSAL CAREFULLY Please contact us with any questions or changes		
			DEPOSIT REQUIRED: 8,074.00	PRODUCT TOTAL:	14,548.00
				D&I TOTAL.....:	1,600.00
			Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.	TOTAL	16,148.00

AUTHORIZED BY: Angela Smith

DATE: 4/30/23



Arthur P. O'Hara Inc.

OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515
 Phone: (630) 786-5454 Fax: (630) 786-4729

PROPOSAL	30492
PROJECT#:	2-1438
DATE:	04/30/23
VALID THRU:	05/31/23

PROPOSAL FOR: Village of Maywood 40 MADISON ST MAYWOOD IL 60153	DELIVER/INSTALL AT: Village of Maywood Angela Smith 2ND FL-ELEVATOR 40 MADISON ST MAYWOOD ILLINOIS 60153
---	--

CUSTOMER PHONE (708) 450-6351	CUSTOMER FAX 708/450-4419	CONTACT NAME Angela Smith
---	-------------------------------------	-------------------------------------

CUSTOMER P.O.	CUSTOMER NO. 10601	PAYMENT TERMS Net 10 Days	SALESPERSON Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	2	HETP6524FP .LN30 .Q	MICHELLE'S & URBAN PLANNER'S STATIONS-HON "ACCELERATE" SERIES QUOTE REVISED 4-30-23 65Hx24W Fabric Panel Landscape Urban Fabric Light Gray Trim	158.00	316.00
2	1	HETP6572FP .LN30 .Q	65Hx72W Fabric Panel Landscape Urban Fabric Light Gray Trim	292.00	292.00
3	2	HETC24 .Q	24W Panel Top Cap Light Gray Paint	17.00	34.00
4	1	HETC72 .Q	72W Panel Top Cap Light Gray Paint	45.00	45.00
5	1	HEC65PTN .Q	65H "T" Connector Post Light Gray Paint	64.00	64.00
6	1	HECST	"T" Connector Strap	12.00	12.00
7	1	HEWS65P .Q	65H Wall Starter Kit Light Gray Paint	47.00	47.00
8	2	HEFEC65P .Q	65H Panel Finished End Cover Light Gray Paint	29.00	58.00

APPROVED TO BE PAID (12,150.00)
DATE: 4/30/23
DEPT HEAD: A Smith
EXPENSE ACCT. 01 54-87000 APPROVED TO BE PAID (3998.00)

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

DEPT HEAD: *[Signature]*
EXPENSE ACCT. 01-12-87000
PO#: _____ **PAGE 1**

Comm Dev - pick up

*2 checks requested for \$8074.00
 with 1st check reallocation of \$3998 to 01-12-87000*



Arthur P. O'Hara Inc.

OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515
 Phone: (630) 786-5454 Fax: (630) 786-4729

PROPOSAL	30492
PROJECT#:	2-1438
DATE:	04/30/23
VALID THRU:	05/31/23

PROPOSAL FOR:	DELIVER/INSTALL AT:
Village of Maywood 40 MADISON ST MAYWOOD IL 60153	Village of Maywood Angela Smith 2ND FL-ELEVATOR 40 MADISON ST MAYWOOD ILLINOIS 60153

CUSTOMER PHONE	CUSTOMER FAX	CONTACT NAME
(708) 450-6351	708/450-4419	Angela Smith

CUSTOMER P.O.	CUSTOMER NO.	PAYMENT TERMS	SALESPERSON
	10601	Net 10 Days	Maureen McKinney

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
9	2	HWR2448P .N .N .P	48Wx24D Rectangular Worksurface Mahogany Laminate Mahogany Edge Black Grommet	173.00	346.00
10	1	HWV93AALP .N .N .P	72Wx24/36D Left Corner Cove Worksurface Mahogany Laminate Mahogany Edge Black Grommet	284.00	284.00
11	1	HWV93AARP .N .N .P	72Wx24/36D Right Corner Cove Worksurface Mahogany Laminate Mahogany Edge Black Grommet	284.00	284.00
12	2	HLSLZ5SC60 .P	48W External Stiffener (for Corner Worksurface) Black Paint	59.00	118.00
13	3	HWSB2 .Q	Pr. Worksurface Bracket Kit Light Gray Paint	22.00	66.00
14	2	HLSL30280 .Q	30D O-Leg Support Light Gray Paint	205.00	410.00
15	1	HLSLPBR .Q	Right O-Leg to Panel Bracket Light Gray Paint	58.00	58.00

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

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Arthur P. O'Hara Inc.

OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

PROPOSAL	30493
PROJECT#:	2-1438
DATE:	04/28/23
VALID THRU:	05/31/23

PROPOSAL FOR:	DELIVER/INSTALL AT:
Village of Maywood 40 MADISON ST MAYWOOD IL 60153	Village of Maywood La Sondra Banks 2ND FL-ELEVATOR 40 MADISON ST MAYWOOD ILLINOIS 60153

CUSTOMER PHONE (630) 248-6419	CUSTOMER FAX 708/450-4419	CONTACT NAME La Sondra Banks
---	-------------------------------------	--

CUSTOMER P.O.	CUSTOMER NO. 10601	PAYMENT TERMS Net 10 Days	SALESPERSON Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	2	HNLEC367224 L .GKI .P .LKI1 .LKI1	MAYOR'S & LA SONDRAS OFFICES-HON "CONCINNITY" SERIES CASEGOODS QUOTE REVISED 4-28-23 72Wx24/36D Left Extended Corner Worksurface Kingswood Walnut Smooth, Flat Edge Black Grommet Kingswood Walnut Worksurface Laminate Kingswood Walnut End Panel Laminate	510.00	1,020.00
2	1	HNLRC2442V .GKI .P .LKI1	42Wx24D Rectangular Worksurface, W/Vertical Grain (La Sondra) Kingswood Walnut Smooth, Flat Edge Black Grommet Kingswood Walnut Laminate	153.00	153.00
3	1	HNLRC2448V .GKI .P .LKI1	48Wx24D Rectangular Worksurface, W/Vertical Grain (Mayor) Kingswood Walnut Smooth, Flat Edge Black Grommets Kingswood Walnut Laminate	164.00	164.00
4	1	HLSLZ5SC48 .P	External Support Channel, for 48W Worksurface Black	52.00	52.00

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

Recommended To Be Paid:

Expense Acct: 01-20-87000

Date: 4/30/23 PO #

Dept. Head: La Sondra Banks 51

Mayor's Office Suite
Community Engagemer

PAGE 1

50% Deposit - \$5,931
Final Due - \$5,931



Arthur P. O'Hara Inc.

OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

PROPOSAL	30493
PROJECT#:	2-1438
DATE:	04/28/23
VALID THRU:	05/31/23

PROPOSAL FOR:	DELIVER/INSTALL AT:
Village of Maywood 40 MADISON ST MAYWOOD IL 60153	Village of Maywood La Sondra Banks 2ND FL-ELEVATOR 40 MADISON ST MAYWOOD ILLINOIS 60153

CUSTOMER PHONE (630) 248-6419	CUSTOMER FAX 708/450-4419	CONTACT NAME La Sondra Banks
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CUSTOMER P.O.	CUSTOMER NO. 10601	PAYMENT TERMS Net 10 Days	SALESPERSON Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
11	1	HNL1572LD .LKI1 .LKI1	72Wx15Dx15H Wall Mounted Overhead Cabinet W/Doors (La Sondra) Kingswood Walnut Chassis Laminate Kingswood Walnut Door Front Laminate	686.00	686.00
12	1	LLR-13205	LED Light (for Overhead Cabinet)	50.00	50.00
13	2	HNL3636TB .LN30	36Wx35-1/4H Wall Mounted Tackboard (La Sondra) Landscape Urban Fabric	195.00	390.00
14	1	H9183R .X .P	3 Drawer 36W Lateral File, W/"R" Style Drawer Pulls Omit Lock Core, to Order Key Alike Black Paint	815.00	815.00
15	1	HFSC183640R .X .P	36Wx18Dx39H Storage Cabinet, W/"R" Style Door Pulls Omit Lock Core, to Order Key Alike Black Paint	599.00	599.00
16	1	H919472 .LKI1	72Wx18D Top, for Lateral File & Storage Cabinet Kingswood Walnut Laminate	499.00	499.00

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.



Arthur P. O'Hara Inc.

OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

PROPOSAL	30493
PROJECT#:	2-1438
DATE:	04/28/23
VALID THRU:	05/31/23

PROPOSAL FOR:	DELIVER/INSTALL AT:
Village of Maywood 40 MADISON ST MAYWOOD IL 60153	Village of Maywood La Sondra Banks 2ND FL-ELEVATOR 40 MADISON ST MAYWOOD ILLINOIS 60153

CUSTOMER PHONE (630) 248-6419	CUSTOMER FAX 708/450-4419	CONTACT NAME La Sondra Banks
---	-------------------------------------	--

CUSTOMER P.O.	CUSTOMER NO. 10601	PAYMENT TERMS Net 10 Days	SALESPERSON Maureen McKinney
----------------------	------------------------------	-------------------------------------	--

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
22	6	HIPLI .F .H .U .COMP82 .T .SB	Low Back Swivel (for Conference Table) Fixed Arms Hard Casters (for Carpet) Upholstered Back Compass Meadow Fabric Black Frame Standard Base	359.00	2,154.00
23	1	HIWMU .Y2 .A .H .UR17 .NL .SB .T	Mid Back Swivel (La Sondra) Advanced Synchro-Tilt Control Height & Width Adjustable Arms Hard Casters (for Carpet) Contourett Storm Vinyl No Lumbar Standard Base Black Frame	382.00	382.00
24	2	HIGS6 .F .E .U .COMP82 .T	Side Chair (La Sondra) Fixed Arms Glides Upholstered Back Compass Meadow Fabric Black Frame	263.00	526.00
25	1	DELIVERY NOR NU	Delivery & Installation Normal business hours (9 AM-5PM, MON-FRI) Non-Union	760.00	760.00

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK*
DATE: May 10, 2023 *5/10/23*
SUBJECT: Payment Approval, Baker Tilly Virchow Krause, LLP

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for services in connection with the April 30, 2022, financial statement audit.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
BT2356660	03/30/2023	\$20,652.00

RECOMMENDATION: It is recommendation that the total payments of \$20,652.00 be approved for payment. The expense account to be charged: 01-14-52400.

Baker Tilly US, LLP
 1301 West 22nd Street • Suite 400
 Oak Brook, IL 60523 • 630 990 3131



Village of Maywood
 40 Madison St
 Maywood, IL 60153

Invoice Date: March 30, 2023
Invoice Number: BT2356660
Client Number: 48514

INVOICE

AMOUNT

INVOICE	AMOUNT
<p>Fees</p> <p>For professional services rendered in connection with April 30, 2022 financial audit: Work in process as of March 28, 2023: \$25,816.00 Discount applied: \$5,164.00 Discounted amount due: \$20,652.00</p>	<p>\$20,652.00</p>
<p>Fees Total:</p>	<p>\$20,652.00</p>
<p>Expenses Total:</p>	<p>\$0.00</p>
<p>Invoice Total:</p>	<p>\$20,652.00</p>


For questions, comments or suggestions, please contact Anna Wiszowaty at 630 990 3131.

Balance is payable upon receipt or previously agreed upon terms.

To pay by Credit Card, Debit Card, or EFT using your Checking Account visit www.bakertilly.com/payment.
 There is 3.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments.

<p>Please ACH or wire payment to:</p> <p>US Bank, Milwaukee, WI Routing No: 075000022 Account No: 312220280 Reference #: BT2356660</p>	<p>Or send payment to:</p> <p>Baker Tilly US, LLP Box 78975 Milwaukee, WI 53278-8975</p>	<p>Reference:</p> <p>Client Number: 48514 Invoice Number: BT2356660 Amount Enclosed: \$ _____</p>
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Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: May 10, 2023
SUBJECT: Payment Approval, Bellwood Electric Motors Inc.,

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #2061 dated 03/09/2023 for pump repair services for the Village of Maywood Public Works Department.

RECOMMENDATION: It is recommendation that the total payment of \$5,800.00 be approved for payment. The expense account to be charged: 41-51-51200.

Bellwood Electric Motors Inc.,

200 25th Avenue
Bellwood, IL 60104 US
+1 7085447223
bem200@aol.com
www.bellwoodelectricmotors.com



INVOICE

BILL TO
VILLAGE OF MAYWOOD
40 E. MADISON ST
MAYWOOD, IL. 60153

SHIP TO
VILLAGE OF MAYWOOD
40 E. MADISON ST
MAYWOOD, IL. 60153

INVOICE 2061
DATE 03/09/2023
TERMS Net 30
DUE DATE 04/08/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
03/09/2023	DISASSEMBLE, NEW THRUST BEARING, NEW GUIDE BEARING, NEW SEAL, NEW OIL, ASSEMBLE, PAINT & TEST.	1- 75HP US MOTOR, 365TP FRAME, 1770RPM, 230/460V, 60HZ, M/N BF64A, C/N H075S2BLG	1	5,800.00	5,800.00

SUBTOTAL 5,800.00
TAX 0.00
TOTAL 5,800.00
BALANCE DUE **\$5,800.00**

RECOMMENDED TO BE PAID
DATE: 4/20/23
DEPT HEAD: Job
EXPENSE ACCT: 041-51-51200
PO# _____

\$ 5,800.00
JA

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK 5/10/23*
DATE: May 10, 2023
SUBJECT: Payment Approval, Blue Cross Blue Shield

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice for health insurance premiums for the month of May 2023.

<u>Invoice Date</u>	<u>Amount</u>	<u>Service Date</u>	
04/14/2023	\$32,597.26	05/01/2023-06/01/2023	*This invoice was already paid.

RECOMMENDATION: It is recommendation that the total payments of \$32,597.26 be approved for payment. The expense account to be charged: 01-19-58000.



A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association.

Remittance Address:
Blue Cross and Blue Shield
of Illinois
P. O. Box 650615
Dallas, TX 75265-0615

For All Billing Inquiries Call:
800-414-7147

Account: 769282 - VILLAGE OF MAYWOOD	1927
Profile: 0000258151 - ALL SUBSCRIBERS	Page
Bill Date: 04-14-2023	Payment Due Date: 05-01-2023
Bill Period: 05-01-2023 to 06-01-2023	3

BILL SUMMARY

Previous Amount Billed

Payments

Check # 109051

Adjustments

NONE

Total Payments and Adjustments

Remaining Balance

CO Fees

Current Charges

Subscriber Fee Adjustments

Total Fees

Total Amount Due

RECOMMENDED TO BE PAID
DATE: 4/18/2023
DEPT NAME: Temp
EXPENSE ACC: 01-19-58000
PO#

Date	Activity	Total Due
04-12-2023	(355,400.45)	\$7,198.38
	.00	(\$355,400.45)
		(\$348,202.07)
	380,799.33	\$380,799.33
	.00	\$32,597.26

In order to properly apply your payment and avoid possible disruption of service, please note the following instructions when remitting your payment:

If remitting by check, please use the payment coupon and envelope that is provided with your Bill.

If remitting electronically via wire, please indicate the following in the description field of the transmittal:

769282 0000258151 05-01

If sending your payment via overnight delivery service, please include the payment coupon and address to:

Blue Cross Blue Shield of Illinois
Attention: 650615
1501 North Plano Road, Suite 100
Richardson, TX 75081

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK*
DATE: May 10, 2023 *5-10-23*
SUBJECT: Payment Approval, Cargill

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for bulk salt purchase for the Village of Maywood Public Works Department.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
2908044287	03/06/2023	\$21,832.30
2908078434	03/16/2023	\$21,467.83

RECOMMENDATION: It is recommendation that the total payments of \$43,300.13 be approved for payment. The expense account to be charged: 12-10-89013.

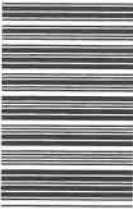


INVOICE

2908044287

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 843973
Dallas TX 75284-3973
USA



Bill-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Ship-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Billing Date: 03/06/2023
Sales Order: 7465575
Reference Date: 03/06/2023
Your Purchase Order: John
Payment Terms: NET 30 DAYS FROM DATE OF INVOICE

Inco Terms: DLD DESTINATION
Shipment Date: 03/06/2023
Gross Weight: 606,200.000 LB

Currency:	USD
Due Amt :	21,832.30
Due Date:	04/05/2023

(All date format in MM/DD/YYYY)

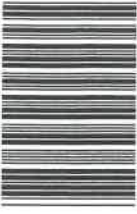
Product Code	Sales Contract	Product Description	Priced Quantity Shipped Quantity	UoM	Price	Extended Amount
100011135	400319607	DEICER SALT ICE CNTRL BLK DR	22.260 22.260	ST ST	72.03 USD/ST	1,603.39
		Net Weight: 44,520.000 LB				
		Bill of Lading:2AKY00229734				
100011135	400319607	DEICER SALT ICE CNTRL BLK DR	21.320 21.320	ST ST	72.03 USD/ST	1,535.68
		Net Weight: 42,640.000 LB				
		Bill of Lading:2AKY00229735				
100011135	400319607	DEICER SALT ICE CNTRL BLK DR	21.010 21.010	ST ST	72.03 USD/ST	1,513.35
		Net Weight: 42,020.000 LB				
		Bill of Lading:2AKY00229737				
100011135	400319607	DEICER SALT ICE CNTRL BLK DR	24.420 24.420	ST ST	72.03 USD/ST	1,758.97
		Net Weight: 48,840.000 LB				
		Bill of Lading:2AKY00229740				
100011135	400319607	DEICER SALT ICE CNTRL BLK DR	22.000 22.000	ST ST	72.03 USD/ST	1,584.66
		Net Weight: 44,000.000 LB				
		Bill of Lading:2AKY00229742				

Billing Enquiries Telephone: 800-600-7258
Fax: 440-716-0610

Email:
Internet: www.cargillsalt.com



INVOICE
2908044287



Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	USD
Due Amt :	21,832.30
Due Date:	04/05/2023

Place of Loading	3020 E 104TH ST CHICAGO IL 60617 USA	Subtotal	21,832.30
		Sales Tax	0.00
			INVOICE TOTAL
			USD 21,832.30

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the right to charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

~~\$~~ 21,832.30
 Recommended To Be Paid
 Dept. Head: Job
 Expense Acct: 12-10-89013
 Date: 4/21/23 PO # _____

Billing Enquiries

Telephone: 800-600-7258

Fax: 440-716-0610

Email:

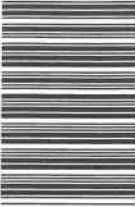
Internet: www.cargillsalt.com



INVOICE
2908078434

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 843973
Dallas TX 75284-3973
USA



Bill-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Ship-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

\$21,467.83
Recommended To Be Paid
Dept. Head: John
Expense Acct: 12-10-89013
Date: 4/21/23 PO # _____

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Billing Date: 03/16/2023
Sales Order: 7501575
Reference Date: 03/16/2023
Your Purchase Order: John
Payment Terms: NET 30 DAYS FROM DATE OF INVOICE

Inco Terms: DLD DESTINATION
Shipment Date: 03/16/2023
Gross Weight: 596,080.000 LB

Currency:	USD
Due Amt :	21,467.83
Due Date:	04/15/2023

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Shipped Quantity	UoM	Price	Extended Amount
100011135	400319607	DEICER SALT ICE CNTRL BLK DR Net Weight: 44,300.000 LB Bill of Lading:2AKY00230236	22.150 22.150	ST ST	72.03 USD/ST	1,595.46
100011135	400319607	DEICER SALT ICE CNTRL BLK DR Net Weight: 41,860.000 LB Bill of Lading:2AKY00230238	20.930 20.930	ST ST	72.03 USD/ST	1,507.59
100011135	400319607	DEICER SALT ICE CNTRL BLK DR Net Weight: 42,500.000 LB Bill of Lading:2AKY00230239	21.250 21.250	ST ST	72.03 USD/ST	1,530.64
100011135	400319607	DEICER SALT ICE CNTRL BLK DR Net Weight: 43,360.000 LB Bill of Lading:2AKY00230246	21.680 21.680	ST ST	72.03 USD/ST	1,561.61
100011135	400319607	DEICER SALT ICE CNTRL BLK DR Net Weight: 43,120.000 LB Bill of Lading:2AKY00230263	21.560 21.560	ST ST	72.03 USD/ST	1,552.97

Billing Enquiries Telephone: 800-600-7258
Fax: 440-716-0610

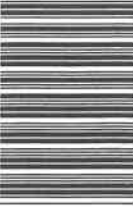
Email:
Internet: www.cargillsalt.com



INVOICE
2908078434

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	USD
Due Amt :	21,467.83
Due Date:	04/15/2023



Place of Loading	3020 E 104TH ST	Subtotal	21,467.83
	CHICAGO IL 60617 USA	Sales Tax	0.00

		INVOICE TOTAL
		USD 21,467.83

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the right to charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

RECOMMENDED TO BE PAID

DATE: _____

DEPT HEAD: _____

EXPENSE ACCT: _____


PO# _____

Billing Enquiries

Telephone: 800-600-7258
Fax: 440-716-0610

Email:
Internet: www.cargillsalt.com

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: May 10, 2023
SUBJECT: Payment Approval, Chicago Cleaning Concierge

SPECIFIC ACTION REQUESTED: Payment approval of the invoice of attached invoice for janitorial services for the Village of Maywood.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>	<u>Service dates</u>
120	04/15/2023	\$7,500.00	April 2023

RECOMMENDATION: It is recommendation that the total payments of \$7,500.00 be approved for payment. The expense account to be charged: 01-53-52400.

INVOICE

Date: April 15, 2023

April 2023

INVOICE # 120



To Village of Maywood
40 Maddison Street
Maywood IL, 60153
708 450-7400

	Description		Line Total
1.	Sanitation/Disinfecting Services (CDC Compliance)		\$7,500.00
	Subtotal Total		\$7,500.00

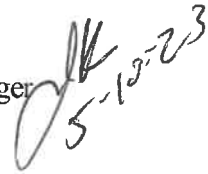
Make all checks payable to Chicago Cleaning Concierge LLC

Chicago Cleaning Concierge LLC P.O Box 3481Barrington, Illinois 60010 312-2001577
BLaster@chicagocleaningconcierge.com

Thank you for your business!

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, City of Chicago



Handwritten signature and date: 5-10-23

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for water services from February 17, 2023, to March 21, 2023.

<u>Account</u>	<u>Date</u>	<u>Amount</u>
432533-432533	04/07/2023	\$197,827.27
432532-432532	04/07/2023	\$160,259.81

RECOMMENDATION: It is recommendation that the total payments of \$358,087.08 be approved for payment. The expense account to be charged: 41-55-57300.



City of Chicago
 Department of Finance-Utility Billing
 P.O. Box 6330
 Chicago, Illinois 60680-6330



WATER, SEWER, GARBAGE, TAX BILL

Bill Date: Apr-07-2023

Customer: MAYWOOD VILLAGE COLLECTOR
 Service Address: S 9TH AVE & W IOWA
 Account Number: 432533-432533

Your Total Service Cost: \$197,827.27

To Avoid Penalties, Pay By: Apr-28-2023

Pay online: www.cityofchicago.org/finance

Pay by mail: Send a check and the bottom portion of this page to the P.O. Box address listed at the top left corner

Pay over the phone: Call 312-744-4426

Pay in person: Visit Department of Finance Payment Centers or EZ Pay Stations

Metered Account Bill Summary

Bill Period: Feb-17-2023 - Mar-28-2023

Activity Since Last Bill

Previous Balance	\$324,884.17
Adjustments	\$0.00
Payments	\$324,884.17

Current Charges

Current Water	\$197,827.27
Current Sewer	\$0.00
Current Penalty	\$0.00
Current Fees	\$0.00

TOTAL DUE \$197,827.27

Additional Information

View your bills, sign up for paperless billing, enroll in a payment plan or AutoPay at: www.cityofchicago.org/finance. Please see the back of this bill for more details.

**Need a Payment Plan?
 Have a Question? Call 312-744-4426**



City of Chicago
 Department of Finance-Utility Billing
 P.O. Box 6330
 Chicago, Illinois 60680-6330

Account:	Due Date:	Total Due:
432533-432533	Apr-28-2023	\$197,827.27

Important! Make checks payable to City of Chicago - Utility Billing. Be sure to include your account number on check and include bottom portion of this bill with payment.

9132 1 MB 0.528 9132

 MAYWOOD VILLAGE COLLECTOR
 40 MADISON ST
 MAYWOOD, IL 60153-2323

Amount Enclosed: \$ _____

04282023 00043083330432533 2 0019782727 0019782727 7



City of Chicago
 Department of Finance-Utility Billing
 P.O. Box 6330
 Chicago, Illinois 60680-6330



WATER, SEWER, GARBAGE, TAX BILL

Bill Date: Apr-07-2023

Customer: MAYWOOD VILLAGE COLLECTOR
 Service Address: S 9TH AVE & W IOWA
 Account Number: **432532-432532**

Your Total Service Cost: \$160,259.81

To Avoid Penalties, Pay By: Apr-28-2023

Pay online: www.cityofchicago.org/finance

Pay by mail: Send a check and the bottom portion of this page to the P.O. Box address listed at the top left corner

Pay over the phone: Call 312-744-4426

Pay in person: Visit Department of Finance Payment Centers or EZ Pay Stations

Metered Account Bill Summary

Bill Period: Feb-17-2023 - Mar-21-2023

Activity Since Last Bill

Previous Balance	\$317,674.58
Adjustments	\$0.00
Payments	\$317,674.58

Current Charges

Current Water	\$160,259.81
Current Sewer	\$0.00
Current Penalty	\$0.00
Current Fees	\$0.00

TOTAL DUE \$160,259.81

Additional Information

View your bills, sign up for paperless billing, enroll in a payment plan or AutoPay at: www.cityofchicago.org/finance. Please see the back of this bill for more details.

Need a Payment Plan?

Have a Question? Call 312-744-4426



City of Chicago
 Department of Finance-Utility Billing
 P.O. Box 6330
 Chicago, Illinois 60680-6330

Account:	Due Date:	Total Due:
432532-432532	Apr-28-2023	\$160,259.81

Important! Make checks payable to City of Chicago - Utility Billing. Be sure to include your account number on check and include bottom portion of this bill with payment.

9131 1 MB 0.528 9131



MAYWOOD VILLAGE COLLECTOR
 40 MADISON ST
 MAYWOOD, IL 60153-2323

Amount Enclosed: \$ _____

04282023 0004325320432532 9 0016025981 0016025981 5

**of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK 5-10-23*
DATE: May 10, 2023
SUBJECT: Payment Approval, DE LAGE LANDEN FINANCIAL SVCS

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #79566379 dated 05/01/2023 for The Village Hall & Police Department Server Project & Complete Care Agreement on behalf of contract from Impact.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
79566379	05/01/2023	\$25,161.26

RECOMMENDATION: It is recommendation that the total payments of \$25,161.26 be approved for payment. The expense account to be charged: 01-18-61100.



DE LAGE LANDEN FINANCIAL SERVICES, INC.
PO BOX 41602
PHILADELPHIA, PA 19101-1602

REMITTANCE SECTION

Invoice Number: 79566379
Due Date: 05/01/2023
Due This Period: \$25,161.26

Amount Enclosed: \$ _____

0712029485 PRESORT PBPS078
[Barcode]

MAYWOOD, VILLAGE OF
ATTN: AP/FINANCE DEPT
40 MADISON ST
MAYWOOD IL 60153-2323

Please make check payable to:

DE LAGE LANDEN FINANCIAL SERVICES, INC.
PO BOX 41602
PHILADELPHIA, PA 19101-1602

[Barcode]

2100000795663790025161261

Detach here. Please include the top payment coupon with your payment. Please allow 5-7 days for U.S. Postal Service delivery.



DE LAGE LANDEN FINANCIAL SERVICES, INC.
PO BOX 41602
PHILADELPHIA, PA 19101-1602

Contract Number: 500-50447706
Invoice Number: 79566379
Account Number: 1660891
Site Number: 5656023
Invoice Date: 04/08/2023

WWW.LESSEEDIRECT.COM

Period of Performance: 05/01/2023-05/31/2023
Due This Period: \$25,161.26

IMPORTANT MESSAGES

*Please review your equipment location(s) for tax purposes.

MAKING ELECTRONIC PAYMENTS?

- ✓ If paying by ACH or Wire, please forward detailed remittance advice to EFT@LEASEDIRECT.COM to ensure timely application of payment.
- ✓ Enroll in direct debit by visiting WWW.LESSEEDIRECT.COM and clicking on manage payments.

See Reverse For Important Information

INVOICE DETAILS

Description	Payment Amount	Tax	Total Amount	Applied Amount	Remaining Amount Due
PAYMENT	\$23,658.59	\$0.00	\$23,658.59	\$0.00	\$23,658.59
LATE FEE	\$1,182.93	\$0.00	\$1,182.93	\$0.00	\$1,182.93
FINANCE CHARGE	\$319.74	\$0.00	\$319.74	\$0.00	\$319.74
Billed this Invoice	\$25,161.26	\$0.00	\$25,161.26	\$0.00	\$25,161.26
Past Due Balance as of 04/08/2023					\$24,828.33
Total Amount Due					\$49,989.59

(Please see the following pages for details.)

ASSET DETAILS

Contract Number	Serial Number	Purchase Order	Make / Model	Asset Number	Install Date	Cost Center	Department	Payment Amount	Tax	Total Amount
500-50447706	500-50447706		OFFICE / Complete Care Packages	50447706_1						
Asset Location: 40 MADISON ST MAYWOOD COOK IL 60153-2323 United States										Asset Amount Total: \$0.00

ACCOUNT SUMMARY

Invoice Number	Due Date	Amount Invoiced	Balance Due
79246261	04/01/2023	71 \$24,828.33	\$24,828.33



ACCOUNT SUMMARY

Invoice Number	Due Date	Amount Invoiced	Balance Due
BALANCE DUE FOR PRIOR BILLED INVOICES			\$24,828.33

LATE FEE AND FINANCE CHARGE DETAILS

Past Due Invoice Number	Past Due Invoice Description	Past Due Invoice Due Date	Past Due Invoice Balance Subject to Late Charges	Past Due Invoice Payment Date	Late Fee	Finance Charge
78983183		03/01/2023	\$23,658.59		\$1,182.93	
78725802		02/01/2023	\$0.00	03/14/2023	\$0.00	\$319.74

Recommended To Be Paid

Dept.Head: _____

Expense Acct: _____

Date: _____ PO # _____

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, First Insurance Funding

*JK
5/11/23*

SPECIFIC ACTION REQUESTED: Payment approval of the attached service fee for renewal period 5/1/2023-5/31/2024. **(The below down payment has already been paid)**

<u>Invoice</u>	<u>Dates</u>	<u>Amount</u>
1-9	June 2023-Feb 2024	\$53,774.26 (9 monthly installments)

RECOMMENDATION: It is recommendation that the total payment of \$522,093.00 be approved for payment. The expense account to be charged: 01-56-59100.

Loan Number
XXX - 98780216
Refer to this number on all correspondence
CUSTOMER ID

NOTICE OF ACCEPTANCE



FIRST Insurance Funding
 450 Skokie Blvd, Ste 1000
 Northbrook, IL 60062-7917
 Phone: (800) 837-3707 Fax: (800) 837-3709
 www.firstinsurancefunding.com

NOTICE DATE
5/9/2023

Insured
VILLAGE OF MAYWOOD 40 MADISON STREET MAYWOOD, IL 60153

Agent or Broker
ASSURANCE, A MARSH & MCLENNAN AGENCY L 20 N. MARTINGALE ROAD, SUITE 100 SCHAUMBURG, IL 60173

Check your loan online: Your username is 98780216. Your password is r678843D? unless you have changed it.

Dear Insured:

We are pleased to receive and process the Premium Finance Agreement which was recently negotiated through your agent or broker referenced above. The Notice of Acceptance is our official acknowledgement and acceptance of your Premium Finance Agreement. If this is your first loan with us, the following information may be helpful:

- **LOAN NUMBER.** Your loan number is indicated above. Please refer to it when calling or writing about your loan.
- **PAYMENTS.** Unless you elected the coupon book option, you will receive a billing statement approximately 12-15 days before each payment is due. You can choose to receive billing statements by email or regular mail. If your first payment is due soon, your first billing statement will arrive in the next few days. It is important that your payments be received in our office on or before the scheduled due date to ensure uninterrupted coverage. You may pay using one of the payment methods described on page 2 of this notice. Our contact information is listed at the top of this notice.
- **INQUIRIES.** Our toll-free number is listed above. Our Customer Service department is ready to assist you with any questions about your loan or other premium finance needs.

THANK YOU for allowing us to be of service! We appreciate your business.

This Notice of Acceptance will acknowledge our acceptance of your Premium Finance Agreement (the "Agreement") which was originated through the above referenced agent or broker. The insurance company(ies) providing your insurance coverage will be notified that you have entered into this Agreement. We will issue payment on your behalf as directed by your agent or broker.

Please review carefully the Loan Summary at right and the Schedule of Policies below. If any of the information does not agree with your records, please notify us immediately.

LOAN SUMMARY	
Total Premiums, Taxes and Fees	\$522,093.00
Down Payment	\$53,774.26
Doc. Stamp Tax	
Amount Financed	\$468,318.74
Finance Charge	\$15,649.60
Total of Payments	\$483,968.34
Annual % Rate	7.950 %
Number of Payments	9
Payment Amount	\$53,774.26
First Due Date	6/1/2023

SCHEDULE OF POLICIES

POLICY NUMBER	POLICY EFFECTIVE DATE	INSURANCE COMPANY	COVERAGE TYPE	TERM (MOS.)	PREMIUMS, TAXES & FEES
TBD	5/1/2023	STARR SURPLUS LINES INS CO	PROP	12	\$ 105,782.00
TBD	5/1/2023	COLONY SPECIALTY INSURANCE	EQPT	12	\$ 11,678.00

SEE NEXT PAGE FOR LISTING OF ADDITIONAL POLICY(IES)

SCHEDULE OF POLICIES – CONTINUED**LOAN NUMBER****XXX - 98780216**

POLICY NUMBER	POLICY EFFECTIVE DATE	INSURANCE COMPANY	COVERAGE TYPE	TERM (MOS.)	PREMIUMS, TAXES & FEES
TBD	5/1/2023	HOMESITE INSURANCE COMPANY	LIAB	12	\$ 237,577.00
TBD	5/1/2023	KINSALE INSURANCE COMPANY	LIAB	12	\$ 58,132.00
TBD	5/1/2023	EVANSTON INSURANCE COMPANY	EXLB	12	\$ 108,924.00

Welcome and thank you for being a valued client of FIRST Insurance Funding. We are pleased to provide and service your premium finance loan for your insurance policies.

We are here to help, so we have provided this sheet to make staying current with your loan simple and easy. While your insurance agent is a resource for your policy and coverage information, you may contact us directly regarding all aspects of your premium finance loan.

PEACE OF MIND WITH FIRST INSITE www.firstinsurancefunding.com

Visit our website to access our online loan management system, FIRST InSite, 24/7/365

- ✓ Make a payment using your bank account or credit card*
- ✓ Sign up for electronic notice delivery to receive notices and billing statements by email
- ✓ Check your loan and payment activity
- ✓ Update your contact information
- ✓ View or print your notices and billing statements
- ✓ Chat online with a Customer Service Representative

On the home page, select the INSURED LOGIN button, then enter your user name and password.

INSURED LOGIN

LOAN NAME: Village of Maywood
LOAN NUMBER / USERNAME: 98780216
PASSWORD: r678843D?

Please note your temporary password is case sensitive.
You will be required to change your password the first time you login.

CHAT NOW

While logged into FIRST InSite, you can chat online with one of our Customer Service Representatives, Monday - Friday from 7 am - 7 pm CST



Download our mobile app and access all of your loan info on the go!

Everything regarding your loan is available on our website, our mobile app, or our automated phone system with no waiting!

CHOOSE FROM CONVENIENT PAYMENT OPTIONS



Credit/Debit Cards*: Visa®, Mastercard®, American Express® and Discover® credit and debit card payments are accepted through a third-party credit card payment provider. You can access this feature by logging into your FIRST InSite loan online or from the mobile app and selecting the "Pay By Credit Card" link.

Direct Debit (ACH Debit): If you sign up for ACH Direct Debit, every month FIRST will debit the amount due from your bank account. There is NO charge for this payment method.

Pay by Mail: Use the payment stub from your billing statement and mail your check payment to: FIRST Insurance Funding, P.O. Box 7000, Carol Stream, IL 60197-7000. There is NO charge for this payment method.

Pay-By-Web*: Make an online payment using your bank account by logging into FIRST InSite or using the mobile app.

Pay-By-Phone*: Access this feature by calling 1-800-837-3707 and following the prompts.

For Customer Service, call 1-800-837-3707, Monday - Friday, 7:00 AM - 7:00 PM CST

*A convenience fee may apply for Pay-By-Web, Pay-By-Phone, and Credit/Debit Card payments. Log in to FIRST InSite to determine applicable fees. Please allow up to one business day for payments to post to your loan.

Please review and retain this important privacy information.

Rev. 12/2021

FACTS WHAT DOES FIRST INSURANCE FUNDING DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Account transactions and checking account information
- Payment history and transaction history

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons FIRST Insurance Funding, a division of Lake Forest Bank & Trust Company, N.A. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does FIRST Insurance Funding share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For our non affiliates to market to you	No	We don't share

To limit our sharing

- Visit us online: privacy.firstinsurancefunding.com and complete the "Information Sharing Opt-Out Form."

Please note:
If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions? Visit us online: privacy.firstinsurancefunding.com

Who we are

Who is providing this notice?	FIRST Insurance Funding, a division of Lake Forest Bank & Trust Company, N.A.
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What we do

How does FIRST Insurance Funding protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does FIRST Insurance Funding collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • open an account or apply for a loan • pay insurance premiums or give us your contact information • apply for financing We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for non affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include financial companies such as: Banks: <i>Barrington Bank & Trust Company, N.A.; Beverly Bank & Trust Company, N.A.; Crystal Lake Bank & Trust Company, N.A.; Hinsdale Bank & Trust Company, N.A.; Lake Forest Bank & Trust Company, N.A.; Libertyville Bank & Trust Company, N.A.; Northbrook Bank & Trust Company, N.A.; Old Plank Trail Community Bank, N.A.; Schaumburg Bank & Trust Company, N.A.; State Bank of The Lakes, N.A.; St. Charles Bank & Trust Company, N.A.; Town Bank, N.A.; Village Bank & Trust, N.A.; Wheaton Bank & Trust Company, N.A.; Wintrust Bank, N.A.</i> Specialized Services: <i>FIRST Insurance Funding, a division of Lake Forest Bank & Trust Company, N.A.; FIRST Insurance Funding of Canada Inc.; Tricom; Wintrust Agent Finance, a division of Lake Forest Bank & Trust Company, N.A.; Wintrust Asset Finance, a subsidiary of Beverly Bank & Trust Company, N.A.; Wintrust Life Finance, a division of Lake Forest Bank & Trust Company, N.A.</i> Wealth Management: <i>Wintrust Wealth Management, consisting of Chicago Deferred Exchange Company, LLC, Great Lakes Advisors, LLC, The Chicago Trust Company, N.A., and Wintrust Investments, LLC.</i> Mortgage: <i>Wintrust Mortgage, a division of Barrington Bank & Trust Company, N.A.</i>
Non affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • FIRST Insurance Funding does not share with non affiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • FIRST Insurance Funding doesn't jointly market.

Other Important Information

VT: We treat all consumers with a Vermont mailing address as if they have limited sharing with third parties as described on pg.1 of our privacy notice. We will not share information about your creditworthiness between our affiliates except with your consent.

CA: We will not share information we collect about you with companies outside of our affiliates, unless the law allows. We may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. Please see our CCPA notice for additional information.

NV: We are providing you this notice under state law. You may be placed on our internal do not call list by completing the "Information Sharing Opt-Out Form" at privacy.firstinsurancefunding.com. Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; phone: (702) 486-3132; email: aginfo@ag.nv.gov.

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, Forest Printing

JK
5-11-23

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #117477 dated 05/11/2023 for Village of Maywood Newsletter.

RECOMMENDATION: It is recommendation that the total payments of \$6,334.85 be approved for payment. The expense account to be charged: 01-12-56700.



Forest Printing Company
 7214 W. Madison Street
 Forest Park, IL 60130
 ph. 708-366-5100 fax 708-366-6400
 print@forestprinting.net


Invoice #
117477

Date: 5/11/23
 Customer PO:

Accounts Payable
 Village of Maywood
 40 Madison Street
 Maywood IL 60153

Quantity	Description	Amount
8,121	16 Page Newsletter, (8 pages)	\$ 4,822.02
	16 Page Newsletter, 11 x 17 White 80# Gloss Text, 4 sheets, Offset, 4 colors front 4 colors back	
	PDF Proof	
8,121	Saddle Stitch 16 Page Booklet	
8,090	Mailing Services	
8,090	Postage Standard	\$ 1,512.83
Sales Rep: House Account Taken by: Vaughn Martini 16 Page Newsletter		SUBTOTAL \$ 6,334.85 TAX SHIPPING TOTAL \$ 6,334.85 AMOUNT DUE \$ 6,334.85
Account Type: Charge Please pay from this invoice. To insure that your payment is properly applied, please include the top portion invoice with your payment. To reorder any of the above items by phone or via Email please reference your invoice number. Thank you!		

-VILLAGE OF MAYWOOD CHECK REQUEST FORM

CHECK RECIPIENT:	Forest Printing Company
ADDRESS:	7214 W. Madison Street
CITY/STATE/ZIP:	Forest Park, IL 60130
AMOUNT OF CHECK:	\$4822.02
EXPENSE ACCOUNT:	
TAX ID#:	
PURPOSE FOR REQUEST:	Consideration for payment for production/printing of Village Newsletter – May 2023 Edition.
SUBMITTING DEPARTMENT:	COMMUNITY ENGAGEMENT
INDIVIDUAL SUBMITTING REQUEST:	LaSondra Banks
AUTHORIZATION:	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border-bottom: 1px solid black; width: 60%; text-align: center;">  </div> <div style="border-bottom: 1px solid black; width: 30%; text-align: center;"> 5/11/23 </div> </div> <div style="text-align: right; margin-top: 5px;">DATE</div>
FINANCE DIRECTOR:	<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right; margin-top: 5px;">DATE</div>
VILLAGE MANAGER:	<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right; margin-top: 5px;">DATE</div>
PLEASE ATTACH SUPPORTING DOCUMENTATION	
ADDITIONAL REQUEST:	<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div>

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, H&H Electric

JK
5-10-23

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for attached invoices for street light maintenance and repair for the Village of Public Works Department.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
40893	01/31/2023	\$8,417.34
41129	02/28/2023	\$12,103.62

RECOMMENDATION: It is recommendation that the total payments of \$20,520.96 be approved for payment. The expense account to be charged: 01-50-52100.

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 40893
 Invoice Date: 01-31-2023
 Draw ID: 612
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
PROJECT TITLE: VILLAGE OF MAYWOOD - STREET LIGHTING AND TRAFFIC SIGNAL MAINTENANCE.					
LOCATION: VARIOUS - STREET LIGHTING AND TRAFFIC SIGNALS.					
H&H WORK ORDER #: 18597.					
DATE: WEDNESDAY, JANUARY 4, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:					
1	A230031338 - 1201 S 21ST AVE. (EMERGENCY LOCATE) CALLED BY OLIVIA.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60
	Subtotal				206.60
	UTILITY MARKING PAINT - RED (20 OZ CAN).	2.00	EACH	3.55	7.10
	RED MARKING FLAGS (H&H).	8.00	EACH	.1390	1.11
	Subtotal				8.21
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	8.21	2.05
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				277.16
DATE: THURSDAY, JANUARY 5, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:					
1	X230041027 - 7 N7TH AVE. (EMERGENCY LOCATE) DUE BY 7AM.				
2	X230041182 - 1215 S 1ST AVE.				
3	A230031702 - 2104 S 12TH AVE.				

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 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
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 Website: www.hh-electric.com

Invoice ID: 40893
 Invoice Date: 01-31-2023
 Draw ID: 612
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
4	X230031210 - 719 S 8TH AVE. OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	Subtotal				155.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	2.00	EACH	3.55	7.10
	RED MARKING FLAGS (H&H).	10.00	EACH	.1390	1.39
	Subtotal				8.49
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	8.49	2.12
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				225.91
	DATE: THURSDAY, JANUARY 5, 2023 - COMPLETED THE FOLLOWING WORK:				
1	WASHINGTON BLVD. & LAKE ST. - SOUTH EAST CORNER - SHORT POLE KNOCKDOWN EXISTED. CLEARED POLE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	Subtotal				313.40
	DATE: TUESDAY, JANUARY 10, 2023 - COMPLETED THE FOLLOWING WORK:				
1	1715 S 5TH AVE. - REPLACED TWIST LOCK PHOTOCELL.				

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 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
2	LOCATED AND MARKED JULIE DIG TICKET #: A230090953 - 1ST AVE. & WILCOX ST.				
3	LOCATED AND MARKED JULIE DIG TICKET #: A230061310 - 610 S 11TH AVE.				
4	LOCATED AND MARKED JULIE DIG TICKET #: A230050536 - 228 S 21ST AVE.				
5	LOCATED AND MARKED JULIE DIG TICKET #: A230091740 - 1109 W RANDOLPH ST. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	103.30	309.90
	Subtotal				309.90
	PHOTOCELL CONTROL - TWIST LOCK TYPE - 105-305VOLTS.	1.00	EACH	11.2590	11.26
	UTILITY MARKING PAINT - RED (20 OZ CAN).	3.00	EACH	3.55	10.65
	RED MARKING FLAGS (H&H).	20.00	EACH	.1390	2.78
	Subtotal				24.69
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	24.69	6.17
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	3.00	HOUR	6.90	20.70
	Subtotal				521.66

DATE: THURSDAY, JANUARY 12, 2023 -
 COMPLETED THE FOLLOWING WORK:
 1 HARRISON ST. WEST OF 5TH AVE. - REPLACED
 (2) 10 AMP FUSES.
 2 SCHOOL ST. & 2ND AVE. & 3RD AVE. - CHECKED
 AREA FOR OUTAGES (WHILE DARK). FOUND WIRES
 DOWN THE POLE. FOLLOW UP TO REPAIR HIT
 CABLES.

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Invoice ID: 40893
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H&H Electric Co. Job: M-0009

To:
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 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	2.00	HOUR	155.00	310.00
	Subtotal				310.00
	10 AMP TIME DELAY FUSE.	2.00	EACH	7.03	14.06
	Subtotal				14.06
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	14.06	3.52
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	.50	HOUR	6.90	3.45
	Subtotal				437.83
	DATE: FRIDAY, JANUARY 13, 2023 - COMPLETED THE FOLLOWING WORK:				
1	LOCATED AND MARKED JULIE DIG TICKET #: A230040797 - 1413 S 7TH AVE. (EMERGENCY LOCATE).				
2	MADISON ST. SOUTH SIDE BETWEEN ORCHARD AVE. & GREENWOOD AVE. - CHECKED HOLE WITH MISSING COVER. FOUND TO BE OLD AND ABANDONED.				
-	TALKED TO VILLAGE AND THEY WILL FILL WITH STONE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	103.30	309.90
	Subtotal				309.90
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	Subtotal				3.55
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	3.55	.89

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H&H Electric Co. Job: M-0009

To:
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 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.50	HOUR	6.90	10.35
	Subtotal				484.89
	DATE: MONDAY, JANUARY 16, 2023 - COMPLETED THE FOLLOWING WORK:				
1	SCHOOL ST. BETWEEN 2ND AVE. & 3RD AVE. - FAULTY CABLES DOWN THE POLE. DUG UP RACEWAYS AT (2) POLE LOCATIONS AND PULLED OUT THE CABLES.				
2	EXTENDED AND SPLICED OUT. BACKFILLED AND RESPLICED THE POLES. CHECKED ALL LIGHTS WERE WORKING.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	10.00	HOUR	103.30	1,033.00
	Subtotal				1,033.00
	2-1/C#6AWG XLP/USE-2 CABLE.	17.00	FOOT	1.9230	32.69
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	4.00	EACH	23.22	92.88
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT.	8.00	EACH	2.84	22.72
	BLUE WIRE NUT - WING TYPE.	2.00	EACH	.4912	.98
	6 AMP TIME DELAY FUSE.	4.00	EACH	5.09	20.36
	Subtotal				169.63
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	169.63	42.41
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	10.00	HOUR	53.40	534.00
	Subtotal				1,779.04

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H&H Electric Co. Job: M-0009

To:
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 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	DATE: TUESDAY, JANUARY 17, 2023 - COMPLETED THE FOLLOWING WORK:				
1	3RD AVE. & SCHOOL ST. - SOUTH EAST CORNER. FOLLOW UP FROM YESTERDAY. CREW REPAIRED ISSUE BUT DID NOT HAVE HANDHOLE.				
2	INSTALLED QUAZITE HANDHOLE. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	103.30	309.90
	Subtotal				309.90
	QUAZITE - 12" X 12" HANDHOLE BOX.	1.00	EACH	212.99	212.99
	QUAZITE - 12" X 12" HANDHOLE COVER.	1.00	EACH	177.63	177.63
	Subtotal				390.62
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	390.62	97.66
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20
	Subtotal				958.38
	DATE: WEDNESDAY, JANUARY 18, 2023 - COMPLETED THE FOLLOWING WORK:				
1	WASHINGTON BLVD. TO LEGION ST. AND 8TH AVE. & 9TH AVE. - LARGE AREA LIGHTS CALLED OUT. FOUND BREAKER TRIPPED IN CABINET.				
2	RESET AND CHECKED AMPERAGE. AMPERAGE OK. RAN LIGHTS. ALL WORKING AS THEY SHOULD. OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	Subtotal				208.40

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To:
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Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	DATE: THURSDAY, JANUARY 19, 2023 - COMPLETED THE FOLLOWING WORK: 1301 S 4TH AVE. - CLEARED STREET LIGHT KNOCKDOWN. SAFED OFF CABLES. HAULED AWAY DEBRIS TO PUBLIC WORKS.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	Subtotal				260.00
1	DATE: FRIDAY, JANUARY 20, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
2	A230191107 - 2118 S 7TH AVE.				
3	A230191448 - 1907 S 3RD AVE.				
4	A230130319 - 2ND AVE. & BATAAN DR.				
5	A230170728 - I-290 & 9TH AVE.				
6	A230170732 - HARRISON ST. & 18TH AVE.				
7	A230170956 - 1010 S 8TH AVE.				
	A230190950 - 1002 S 6TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	.50	HOUR	155.00	77.50
	Subtotal				284.10
	UTILITY MARKING PAINT - RED (20 OZ CAN).	2.00	EACH	3.55	7.10
	RED MARKING FLAGS (H&H).	15.00	EACH	.1390	2.09
	Subtotal				9.19
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	9.19	2.30

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 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.50	HOUR	53.40	133.50
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				442.89
	DATE: WEDNESDAY, JANUARY 25, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X230230622 - 719 S 8TH AVE.				
2	A230240818 - 1927 S 5TH AVE.				
3	A230240812 - 1910 S 5TH AVE.				
4	X230240114 - 901 N 2ND AVE.				
5	X230240081 - 1434 S 11TH AVE.				
6	A230250012 - 39 W LEGION ST.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	4.00	HOUR	103.30	413.20
	Subtotal				413.20
	UTILITY MARKING PAINT - RED (20 OZ CAN).	4.00	EACH	3.55	14.20
	RED MARKING FLAGS (H&H).	35.00	EACH	.1390	4.87
	Subtotal				19.07
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	19.07	4.77
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	4.00	HOUR	53.40	213.60
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	4.00	HOUR	6.90	27.60
	Subtotal				678.24

DATE: THURSDAY, JANUARY 26, 2023 - LOCATED
 AND MARKED JULIE DIG TICKET #:
 1 X230250740 - 1214 W ST. CHARLES RD.
 (EMERGENCY LOCATE).

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To:
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Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	Subtotal				155.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	RED MARKING FLAGS (H&H).	8.00	EACH	.1390	1.11
	Subtotal				4.66
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	4.66	1.17
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				221.13
	DATE: FRIDAY, JANUARY 27, 2023 - COMPLETED THE FOLLOWING WORK:				
1	LOCATED AND MARKED JULIE DIG TICKET #: X230240114 - 901 N 2ND AVE. (EMERGENCY LOCATE).				
2	LOCATED AND MARKED JULIE DIG TICKET #: A230261090 - 201 W ROOSEVELT RD.				
3	1445 S 15TH AVE. - CHECKED OUTAGE CALLED IN. MISSING FIXTURE. NEED TO ADD TO LIST WHEN VILLAGE GETS FIXTURES IN.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	1.50	HOUR	103.30	154.95
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	.50	HOUR	155.00	77.50
	Subtotal				232.45
	UTILITY MARKING PAINT - RED (20 OZ CAN).	3.00	EACH	3.55	10.65

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Item	Description	Units	Unit of Measure	Unit Price	Amount
	RED MARKING FLAGS (H&H).	15.00	EACH	.1390	2.09
	Subtotal				12.74
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	12.74	3.19
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				362.08
1	DATE: MONDAY, JANUARY 30, 2023 - LOCATED AND MARKED JULIE DIG TICKET #: X230300026 - 1029 S ORCHARD AVE. (EMERGENCY LOCATE).				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60
	Subtotal				206.60
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	RED MARKING FLAGS (H&H).	8.00	EACH	.1390	1.11
	Subtotal				4.66
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	4.66	1.17
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				272.73
1	DATE: MONDAY, JANUARY 30, 2023 - LOCATED AND MARKED JULIE DIG TICKET #: X230250324 - 11 N 3RD AVE. (EMERGENCY LOCATE).				

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	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	1.50	HOUR	103.30	154.95
	Subtotal				154.95
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	RED MARKING FLAGS (H&H).	5.00	EACH	.1390	.70
	Subtotal				4.25
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	4.25	1.06
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.50	HOUR	53.40	80.10
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.50	HOUR	6.90	10.35
	Subtotal				250.71
	DATE: TUESDAY, JANUARY 31, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A230301150 - 3RD AVE. & AUGUSTA ST. (EMERGENCY LOCATE).				
2	A230301159 - 21ST AVE. & BATAAN DR. (EMERGENCY LOCATE).				
3	X230270598 - 1608 N MAYWOOD DR.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	103.30	309.90
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	Subtotal				464.90
	UTILITY MARKING PAINT - RED (20 OZ CAN).	3.00	EACH	3.55	10.65
	RED MARKING FLAGS (H&H).	20.00	EACH	.1390	2.78
	Subtotal				13.43
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	13.43	3.36

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Job Location:
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<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	4.00	HOUR	53.40	213.60
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	4.00	HOUR	6.90	27.60
	Subtotal				722.89
	Invoice Total:				8,417.34

~~\$~~ 8,417.34
 Recommended To Be Paid
 Dept. Head: Job
 Expense Acct: 01-50-52100
 Date: 4/14/23 PO # _____



Contact Graybar to place your orders today Phone: 630-893-3600 Fax: 630-671-6600

XLP USE	
Service Wire	
Size	Per 1000
14	\$ 286.80
12	\$ 304.60
10	\$ 371.23
8	\$ 666.32
6	\$ 961.53
4	\$ 1,465.09
2	\$ 2,276.33
1/0	\$ 3,041.69
2/0	\$ 3,823.49
3/0	\$ 4,777.92

LOOP DETECTOR 14G	
ADC	
Size	Per 1000
51-5	\$ 163.82
SS Banding & Buckles	
Local	Stock!!

CRIMP SLEEVES	
Thomas & Betts	
Price	Per 100
BLUE	\$ 83.06
GRAY	\$ 98.64
BROWN	\$ 237.31
GREEN	\$ 338.01
PINK	\$ 293.61
BLACK	\$ 507.00
ORANGE	\$ 286.97
PURPLE	\$ 749.42
YELLOW	\$ 361.28

IMSA CABLE (14G)	
ADC	
Size	Per 1000
2C	\$ 383.16
3C	\$ 481.62
5C	\$ 820.46
7C	\$ 971.15
Loop Lead In	\$ 468.54
3C20	\$ 261.32

HEAT SHRINK TUBING	
Thomas & Betts	
Size	Per 100
HS16-12L	\$ 410.27
HS12-6L	\$ 391.60
HS6-1L	\$ 442.03

MISCELLANEOUS	
SS Conduit & Figs	
stocked up to 2"	
**Champion Fiberglass	
Elbows 2" to 4" in stock!**	
Contact us for a quotation!	

GROUND RODS	
Eritech	
Size	Price Each
5/8" X 8'	\$ 30.55
5/8" X 10'	\$ 39.41
3/4" X 8'	\$ 50.51
3/4" X 10'	\$ 56.89
3/4" X 12'	\$ 84.83
3/4" X 15'	\$ 106.99
5/8" CLAMP	\$ 2.52
3/4" CLAMP	\$ 3.36

QUAZITE BOXES	
11 X 18 X 12	\$ 241.75
11 X 18 CVR	\$ 149.15
12 X 12 X 12	\$ 212.99
12 X 12 CVR	\$ 177.33
13 X 24 X 18	\$ 395.47
13 X 24 CVR	\$ 309.35
24 X 36 X 18	\$ 823.13
24 X 36 CVR	\$ 623.41

FUSEHOLDERS	
Bussmann	
NMB SLUG	\$9.26
HEB-AA	\$ 23.22
HEB-AB	\$ 36.94
HEX-AA	\$ 40.99
HEB-AW-RLC-A	\$ 34.35
HET-AA	\$ 29.87
HET-AW-RLC-A	\$ 53.59
HEX-AW-DRLCA	\$ 77.62
2A0660	\$ 2.84

HEAT SHRINK CAPS	
Thomas & Betts	
Size	Per 100
HSC8-4	\$ 855.23
HSC2-20	\$ 1,290.85
HSC30-250	\$ 635.51
HSC300-600	\$ 778.92

SEALANT TAPE	
CANUSA	
	Per 25' roll
CTSG-1	\$16.96

MULE TAPE (1250 LB)	
NEPTCO	
	Per Reel
1/2" X 3000'	\$ 140.36

LAMPS & BALLASTS	
GE	
	Per each
150W HPS	\$ 20.44
250W HPS	\$ 16.89
400W HPS	\$ 18.25
150W BAL KIT	\$ 73.88
250W BAL KIT	\$ 82.99
400W BAL KIT	\$ 79.49

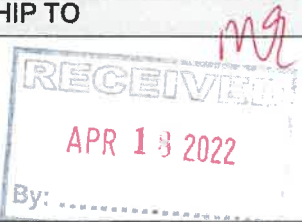
EMPTY DUCT w/TAPE	
Duraline	
Size	
1" SCH 40	\$75.78 c
1-1/4" SCH 40	\$82.09 c
1-1/2" SCH40	\$102.29 c
2" SCH40	\$137.66 c
4" SCH80	\$549.37 c

Pricing applicable for material shipped from Glendale Heights/Joliet locations. ***Pricing subject to change without prior notice.*** Contact us for buy pricing.


JSN CONTRACTORS SUPPLY
11 S 007 WEST ST.
NAPERVILLE, IL 60565
630-857-6130

Invoice

DATE	INVOICE #
4/12/2022	85360

BILL TO	SHIP TO
H & H ELECTRIC COMPANY 2830 COMMERCE ST. FRANKLIN PARK, IL 60131	JOB M-0009 

DUE DATE	P.O. NUMBER
5/12/2022	JOB M-0009

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
KRYS03650	KRYLON 20 oz RED/ORANGE MARKING PAINT	24	3.55	85.20T
KRYS03901	KRYLON 20 oz WHITE MARKING PAINT	24	3.55	85.20T
 MAY 03 2022 EWO Luis Vencesiano President H&H Electric Company				
H&H Job: <u>M-0009</u> Cost Code: <u>100</u> Category: <u>MAT</u> Account: <u>5010.00</u> Amount: <u>170.40.</u>		M-0009 JE		
SALES ORDER #669160 PAYMENT TERMS-NET 30 DAYS		Subtotal 170.40 0% Tax Total 170.40		

JSN CONTRACTORS SUPPLY
11 S 007 WEST ST.
NAPERVILLE, IL 60565
630-857-6130

Invoice

DATE	INVOICE #
10/31/2019	83126

BILL TO	SHIP TO
H & H ELECTRIC COMPANY 2830 COMMERCE ST. FRANKLIN PARK, IL 60131	JOB M-0009

NOV 07 2019

DUE DATE	P.O. NUMBER
11/30/2019	JOB M-0009

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
KRYSO3911	KRYLON 20 oz. APWA RED MARKING PAINT	120	2.90	348.00T
UMFREDHH	4" x 5" RED UTILITY MARKING FLAG ON 30" WIRE STAFF-PRINTED "H & H ELECTRIC"-BUNDLE OF 100	20	13.90	278.00T



H&H Job: M-0050
 Cost Code: 100
 Category: MAT
 Account: 5010.00
 Amount: 626.00

By: [Signature]

SALES ORDER #909576 PAYMENT TERMS-NET 30 DAYS	Subtotal	626.00
	0% Tax	
	Total	626.00

H&H ELECTRIC CO.

2830 COMMERCE STREET
 FRANKLIN PARK IL 60131-2927
 PHN: (708)453-2222/FAX: (708)453-2851

PURCHASE ORDER

ATTENTION: Bob

(1) Page

To: SUNRISE ELECTRIC SUPPLY, INC.
 130 SOUTH ADDISON ROAD
 ADDISON IL 60101
 PHN: (630)543-1111/FAX: (630)543-1678

Deliver to: H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131

Purchase Order No. C57ST-7901

Job No. C-57ST
Order Date Wednesday, January 27, 2021
Delivery Date Wednesday, January 27, 2021

Purchaser GS

Cost Code	Description	Quantity	Units	Rate	Amount
100	3M 33+SUPER-VINYL TAPE 3/4" X 76 FT	300.00	EACH	4.2335	1,270.05
100	EFSE MEQ30 500V MIDGET TD FUSE	100.00	EACH	5.0900	509.00
	THIS IS AUTHORIZATION TO RELEASE ALL MATERIALS.				0.00
	PLEASE CONFIRM THE RECEIPT OF THIS ORDER WITH LEAD TIMES FOR MATERIALS - ALL IN WRITING.				0.00
	PLEASE INCLUDE THE FOLLOWING ON MATERIAL PACKING LISTS "H&H JOB C-57ST (BERWYN MAINTENANCE)."				0.00
	THIS MATERIAL IS TAX EXEMPT. THE CERTIFICATE FOLLOWS THIS ORDER.				0.00
	SUNRISE QUOTE # 1142746				0.00

Total Order Amount **\$1,779.05**

H&H ELECTRIC CO.

2830 COMMERCE STREET
 FRANKLIN PARK IL 60131-2927
 PHN: (708)453-2222/FAX: (708)453-2851

PURCHASE ORDER

ATTENTION: _____

To: GRAYBAR ELECTRIC CO.
 12431 COLLECTIONS CENTER DRIVE
 CHICAGO IL 60693
 PHN: (630)893-3600/FAX: (630)671-6600

Deliver to: H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131

Purchase Order No. C57ST-8726

Job No. C-57ST
Order Date Friday, February 4, 2022
Delivery Date Friday, February 4, 2022

Purchaser GS

Cost Code	Description	Quantity	Units	Rate	Amount
205	HS16-12L SMALL HEAT SHRINK TUBE	400.00	EACH	2.7000	1,081.56
205	HS12-6L MEDIUM HEAT SHRINK TUBE	400.00	EACH	2.7106	1,084.24
205	HS6-1L LARGE HEAT SHRINK CAP	200.00	EACH	3.1896	637.92
205	HET-AA SINGLE NEUTRAL SLUG HOLDER	100.00	EACH	14.2100	1,421.00
205	HEB-AA SINGLE FUSE HOLDER	200.00	EACH	6.6700	1,334.00
205	10 AMP FUSE, 500V	300.00	EACH	7.0300	2,109.00
	THIS IS AUTHORIZATION TO RELEASE ALL MATERIALS.				0.00
	PLEASE CONFIRM THE RECEIPT OF THIS ORDER WITH LEAD TIMES FOR MATERIALS - ALL IN WRITING.				0.00
	PLEASE INCLUDE THE FOLLOWING ON MATERIAL PACKING LISTS "H&H JOB C-57ST (BERWYN MAINT)."				0.00
	THIS MATERIAL IS TAX EXEMPT. THE CERTIFICATE FOLLOWS THIS ORDER.				0.00
	GRAYBAR QUOTE # 0239871403, 0239868685, 0239870364				0.00

Total Order Amount **\$7,667.72**

H&H ELECTRIC CO.

2830 COMMERCE STREET
 FRANKLIN PARK IL 60131-2927
 PHN: (708)453-2222/FAX: (708)453-2851

PURCHASE ORDER

ATTENTION: Chris

(1) Page

To: KAMICK SUPPLY COMPANY
 4901 PRIME PARKWAY
 MCHENRY IL 60050
 PHN: (888)407-6005/FAX: (224)757-0357

Deliver to: H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131

Purchase Order No. C57ST-7805

Job No. C-57ST
Order Date Monday, October 26, 2020
Delivery Date Monday, October 26, 2020

Purchaser GS

Cost Code	Description	Quantity	Units	Rate	Amount
100	3/4" TO 5/8" GROUND ROD CLAMP	100.00	EACH	1.8225	182.25
100	120V-305V TWIST LOCK PHOTOCELLS	100.00	EACH	11.2590	1,125.90
	THIS IS AUTHORIZATION TO RELEASE ALL MATERIALS.				0.00
	PLEASE CONFIRM THE RECEIPT OF THIS ORDER WITH LEAD TIMES FOR MATERIALS - ALL IN WRITING.				0.00
	PLEASE INCLUDE THE FOLLOWING ON MATERIAL PACKING LISTS "H&H JOB C-57ST (BERWYN MAINT) ."				0.00
	THIS MATERIAL IS TAX EXEMPT. THE CERTIFICATE FOLLOWS THIS ORDER.				0.00
	UMSC QUOTE # QT-1884-2020				0.00

Total Order Amount **\$1,308.15**

IDEAL
454 Blue Wing-Nut Wire Connectors (25-Pack)
 ★★★★★ (48) Questions & Answers (10)



\$12.28 /package

- Contoured wing for extra leverage on large combinations
- Wide-range spring expands to support large range of combinations
- Expanding shell provides smooth, progressive tightening
- [View More Details](#)



Hover Image to Zoom



Carol Stream Store
 ✓ 3 in stock Aisle 06, Bay 001 [Text to Me](#)

How to Get it Delivering to: 60188 | [Change](#)

Store Pickup
 Pickup Today
FREE

Ship to Home
 Not available for this item

Scheduled Delivery
 As soon as Today
 Starting at \$8.99

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 Check Nearby Stores

- 1 +

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— of —

Buy now with **PayPal**

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 41129
 Invoice Date: 02-28-2023
 Draw ID: 613
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
PROJECT TITLE: VILLAGE OF MAYWOOD - STREET LIGHTING AND TRAFFIC SIGNAL MAINTENANCE.					
LOCATION: VARIOUS - STREET LIGHTING AND TRAFFIC SIGNALS.					
H&H WORK ORDER #: 18757.					
DATE: THURSDAY, FEBRUARY 2, 2023 - COMPLETED THE FOLLOWING WORK:					
1	MET WITH ROB FROM EDWIN HANCOCK ENGINEERING CO. TO DISCUSS UPCOMING WORK TO BE DONE.				
2	400 BLOCK OF N 4TH AVE. - REPLACED (2) FUSES AND TWIST LOCK PHOTOCELL.				
3	LOCATED AND MARKED JULIE DIG TICKET #: X230320366 - 1231 S 11TH AVE.				
4	LOCATED AND MARKED JULIE DIG TICKET #: X230310449 - 2019 W ST. CHARLES RD.				
5	LOCATED AND MARKED JULIE DIG TICKET #: A230310908 - 823 S 20TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	4.00	HOUR	103.30	413.20
	Subtotal				413.20
	10 AMP TIME DELAY FUSE.	2.00	EACH	7.03	14.06
	PHOTOCELL CONTROL - TWIST LOCK TYPE - 105-305VOLTS.	1.00	EACH	11.2590	11.26
	UTILITY MARKING PAINT - RED (20 OZ CAN).	2.00	EACH	3.55	7.10
	RED MARKING FLAGS (H&H).	12.00	EACH	.1390	1.67
	Subtotal				34.09
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	34.09	8.52

continued

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H&H ELECTRIC CO.
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 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
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Invoice ID: 41129
 Invoice Date: 02-28-2023
 Draw ID: 613
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

Item	Description	Units	Unit of Measure	Unit Price	Amount
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	4.00	HOUR	53.40	213.60
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				683.21
	DATE: TUESDAY, FEBRUARY 7, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X230370618 - 1624 S 13TH AVE.				
2	A230370608 - 425 S 17TH AVE.				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	.50	HOUR	155.00	77.50
	Subtotal				77.50
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	RED MARKING FLAGS (H&H).	18.00	EACH	.1390	2.50
	Subtotal				6.05
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	6.05	1.51
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	.50	HOUR	53.40	26.70
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	.50	HOUR	6.90	3.45
	Subtotal				115.21
	DATE: THURSDAY, FEBRUARY 9, 2023 - COMPLETED THE FOLLOWING WORK:				
1	LOCATED AND MARKED JULIE DIG TICKET #: A230370608 - 425 S 17TH AVE.				
2	LOCATED AND MARKED JULIE DIG TICKET #: A230371673 - 1209 S 1ST AVE.				
3	LOCATED AND MARKED JULIE DIG TICKET #: A230591540 - 1927 S 5TH AVE.				

continued

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H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 41129
 Invoice Date: 02-28-2023
 Draw ID: 613
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
4	LOCATED AND MARKED JULIE DIG TICKET #: A230391531 - 1910 S 5TH AVE.				
5	LOCATED AND MARKED JULIE DIG TICKET #: A230400466 - 1200 S 17TH AVE.				
6	LOCATED AND MARKED JULIE DIG TICKET #: A230400504 - 611 N 7TH AVE.				
7	LOCATED AND MARKED JULIE DIG TICKET #: A230400986 - 801 S 7TH AVE. (EMERGENCY LOCATE).				
8	9TH AVE. TO 1400 TO 1600 BLOCK - TROUBLESHOOT. ALL OUT. BREAKER PULLING HIGH AMPERAGE. ISOLATED SPANS IN TROUBLE. CUT BOTH IN CLEAR. CHECKED ALL OTHER LIGHTS IN AREA. (2) WILL REMAIN OUT UNTIL FAULTY CAN BE REPAIRED. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	8.00	HOUR	103.30	826.40
	Subtotal				826.40
	UTILITY MARKING PAINT - RED (20 OZ CAN).	4.00	EACH	3.55	14.20
	RED MARKING FLAGS (H&H).	25.00	EACH	.1390	3.48
	Subtotal				17.68
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	17.68	4.42
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	4.00	HOUR	53.40	213.60
	SERVICE TRUCK - EQUIPPED WITH ELECTRICAL MATERIALS.	4.00	HOUR	29.40	117.60
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	6.00	HOUR	6.90	41.40
	Subtotal				1,221.10

continued

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H&H ELECTRIC CO.
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 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
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Invoice ID: 41129
 Invoice Date: 02-28-2023
 Draw ID: 613
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	DATE: TUESDAY, FEBRUARY 14, 2023 - LOCATED AND MARKED JULIE DIG TICKET #: A230450221 - 1021 S 16TH AVE. (EMERGENCY LOCATE). STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS). Subtotal	1.00	HOUR	103.30	103.30
	UTILITY MARKING PAINT - RED (20 OZ CAN). Subtotal	1.00	EACH	3.55	3.55
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	3.55	.89
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	SERVICE TRUCK - EQUIPPED WITH ELECTRICAL MATERIALS. Subtotal	1.00	HOUR	29.40	29.40
					190.54
1	DATE: THURSDAY, FEBRUARY 16, 2023 - LOCATED AND MARKED JULIE DIG TICKET #: A230461653 - 6 S 15TH AVE.				
2	A230461670 - 230 S 14TH AVE.				
3	A230450341 - 808 S 21ST AVE.				
4	X230460963 - WASHINGTON BLVD. & 21ST AVE. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS). Subtotal	3.00	HOUR	103.30	309.90
	UTILITY MARKING PAINT - RED (20 OZ CAN). Subtotal	5.00	EACH	3.55	17.75
	RED MARKING FLAGS (H&H). Subtotal	30.00	EACH	.1390	4.17
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	21.92	5.48

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 41129
 Invoice Date: 02-28-2023
 Draw ID: 613
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	3.00	HOUR	6.90	20.70
	Subtotal				518.20
	DATE: WEDNESDAY, FEBRUARY 22, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A230521674 - 21ST AVE. & WARREN AVE.				
2	A230521682 - 20TH ST. & WARREN AVE.				
3	A230521689 - 19TH AVE. & WARREN AVE.				
4	A230521696 - 20TH ST. & WARREN AVE.				
5	A230521703 - 18TH AVE. & WARREN AVE.				
6	A230521714 - 17TH AVE. & WARREN AVE.				
7	A230521723 - 16TH ST. & WARREN AVE.				
8	A230521755 - 15TH ST. & WARREN AVE.				
9	A230521757 - 14TH AVE. & WARREN AVE.				
10	A230521764 - 13TH AVE. & WARREN AVE.				
11	A230521769 - 12TH AVE. & WARREN AVE.				
12	A230521795 - 11TH AVE. & WARREN AVE.				
13	A230521803 - 10TH AVE. & WARREN AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	103.30	309.90
	Subtotal				309.90
	UTILITY MARKING PAINT - RED (20 OZ CAN).	5.00	EACH	3.55	17.75
	RED MARKING FLAGS (H&H).	30.00	EACH	.1390	4.17
	Subtotal				21.92
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	21.92	5.48
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20

continued

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H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 41129
 Invoice Date: 02-28-2023
 Draw ID: 613
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	3.00	HOUR	6.90	20.70
	Subtotal				518.20
	DATE: WEDNESDAY, FEBRUARY 22, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A230461102 - WASHINGTON BLVD. & 13TH AVE.				
2	A230461107 - WASHINGTON BLVD. & 12TH AVE.				
3	A230461109 - WASHINGTON BLVD. & 11TH AVE.				
4	A230461114 - WASHINGTON BLVD. & 11TH AVE.				
5	X230471123 - WASHINGTON BLVD. & 14TH AVE.				
6	A230481411 - 21ST AVE. & HARRISON ST.				
7	A230510012 - 807 S 1ST AVE.				
8	X230510011 - 807 S 1ST AVE.				
9	A230511918 - WASHINGTON BLVD. & 21ST AVE.				
10	A230511930 - WASHINGTON BLVD. & 20TH AVE.				
11	A230511932 - WASHINGTON BLVD. & 18TH AVE.				
12	A230511933 - WASHINGTON BLVD. & 18TH AVE.				
13	X230511275 - WASHINGTON BLVD. & 14TH AVE.				
14	A230521896 - 11TH AVE. & RANDOLPH ST.				
15	A230521899 - 12TH AVE. & RANDOLPH ST.				
16	A230521901 - 13TH AVE. & RANDOLPH ST.				
17	A230521904 - 14TH AVE. & RANDOLPH ST.				
18	A230521909 - 15TH AVE. & RANDOLPH ST.				
19	A230521915 - 16TH AVE. & RANDOLPH ST.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	16.00	HOUR	103.30	1,652.80
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	Subtotal				1,807.80

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 41129
 Invoice Date: 02-28-2023
 Draw ID: 613
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	UTILITY MARKING PAINT - RED (20 OZ CAN).	17.00	EACH	3.55	60.35
	RED MARKING FLAGS (H&H).	125.00	EACH	.1390	17.38
	Subtotal				77.73
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	77.73	19.43
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	17.00	HOUR	53.40	907.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	17.00	HOUR	6.90	117.30
	Subtotal				2,930.06

DATE: THURSDAY, FEBRUARY 23, 2023 -
 LOCATED AND MARKED JULIE DIG TICKET #:

- 1 A230510459 - CONGRESS ST. & 9TH AVE.
- 2 A230510469 - VAN BUREN ST. & 9TH AVE.
- 3 A230510512 - 6TH AVE. & HARRISON ST.
- 4 A230510518 - 7TH AVE. & CONGRESS ST.
- 5 A230510526 - 8TH AVE. & HARRISON ST.
- 6 A230521814 - 9TH AVE. & MADISON ST.
- 7 A230521821 - 9TH AVE. & WARREN AVE.
- 8 A230521831 - 9TH AVE. & WASHINGTON BLVD.
- 9 A230521837 - 8TH AVE. & WASHINGTON BLVD.
- 10 A230521844 - WASHINGTON BLVD. & 8TH AVE.
- 11 A230521851 - WASHINGTON BLVD. & 6TH AVE.
- 12 A230521859 - WASHINGTON BLVD. & 5TH AVE.
- 13 A230521880 - 9TH AVE. & PINE ST.
- 14 A230521895 - 10TH AVE. & RANDOLPH ST.
- 15 A230521921 - 17TH AVE. & RANDOLPH ST.
- 16 A230521926 - 18TH AVE. & RANDOLPH ST.
- 17 A230510488 - 2ND AVE. & HARRISON ST.
- 18 X230520353 - 1104 S ORCHARD AVE.
- 19 X230521089 - 801 S 7TH AVE.

continued

Page: 7

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 41129
 Invoice Date: 02-28-2023
 Draw ID: 613
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	16.00	HOUR	103.30	1,652.80
	Subtotal				1,652.80
	UTILITY MARKING PAINT - RED (20 OZ CAN).	14.00	EACH	3.55	49.70
	RED MARKING FLAGS (H&H).	80.00	EACH	.1390	11.12
	Subtotal				60.82
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	60.82	15.21
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	16.00	HOUR	53.40	854.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	16.00	HOUR	6.90	110.40
	Subtotal				2,693.63

DATE: FRIDAY, FEBRUARY 24, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:

- 1 A230521930 - 20TH AVE. & RANDOLPH ST.
- 2 A230521934 - 21ST AVE. & RANDOLPH ST.
- 3 A230522019 - ST. CHARLES RD. & 15TH AVE.
- 4 A230522182 - ST. CHARLES RD. & 12TH AVE.
- 5 A230522193 - 9TH AVE. & ST. CHARLES RD.
- 6 A230522196 - 9TH AVE. & MAPLE AVE.
- 7 A230522199 - 9TH AVE. & MAIN ST.
- 8 A230522203 - 9TH AVE. & MAIN ST.
- 9 A230522206 - ST. CHARLES RD. & 8TH AVE.
- 10 A230510464 - CONGRESS ST. & 5TH AVE.
- 11 A230510469 - VAN BUREN ST. & 9TH AVE.
- 12 A230510476 - VAN BUREN ST. & 5TH AVE.
- 13 A230510488 - 2ND AVE. & HARRISON ST.
- 14 A230510494 - 4TH AVE. & HARRISON ST.
- 15 A230510502 - 3RD AVE. & CONGRESS ST.
- 16 A230510507 - 5TH AVE. & HARRISON ST.

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 41129
 Invoice Date: 02-28-2023
 Draw ID: 613
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
17	A230521586 - 19TH AVE. & WASHINGTON BLVD.				
18	A230521596 - 19TH AVE. & WASHINGTON BLVD.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	13.00	HOUR	103.30	1,342.90
	Subtotal				1,342.90
	UTILITY MARKING PAINT - RED (20 OZ CAN).	14.00	EACH	3.55	49.70
	RED MARKING FLAGS (H&H).	80.00	EACH	.1390	11.12
	Subtotal				60.82
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	60.82	15.21
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	10.00	HOUR	53.40	534.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	10.00	HOUR	6.90	69.00
	Subtotal				2,021.93
	DATE: FRIDAY, FEBRUARY 24, 2023 - COMPLETED THE FOLLOWING WORK:				
1	2ND AVE. & ROOSEVELT RD. - STREET LIGHT KNOCK DOWN. CLEARED DEBRIS AND SAFED OFF CABLES.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	Subtotal				260.00
	DATE: MONDAY, FEBRUARY 27, 2023 - COMPLETED THE FOLLOWING WORK:				

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 41129
 Invoice Date: 02-28-2023
 Draw ID: 613
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	11TH AVE. & WASHINGTON BLVD. - EMERGENCY LOCATE CALLED IN AS NO SHOW. MARKS WERE THERE BUT FADED. REFRESHED.				
2	10TH AVE. & WASHINGTON BLVD. - EMERGENCY LOCATE CALLED IN AS NO SHOW. MARKS WERE THERE BUT FADED. REFRESHED.				
3	9TH AVE. & ADAMS ST. - SHORT CONCRETE POLE DOWN. CLEARED DEBRI AND HAULED TO MAYWOOD YARD. NOTHING SALVAGEABLE. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	103.30	309.90
	Subtotal				309.90
	UTILITY MARKING PAINT - RED (20 OZ CAN). Subtotal	1.00	EACH	3.55	3.55
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	3.55	.89
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT. Subtotal	1.00	HOUR	6.90	6.90
					481.44
	DATE: TUESDAY, FEBRUARY 28, 2023 - COMPLETED THE FOLLOWING WORK:				
1	1246 S 13TH AVE. - STREET LIGHT KNOCKDOWN. SHORT CONCRETE BUTT SET POLE. NOTHING SALVAGABLE. CLEARED DEBRIS AND DUMPED AT PUBLIC WORKS.				
2	SAFED OFF CABLES. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	103.30	309.90

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 41129
 Invoice Date: 02-28-2023
 Draw ID: 613
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20
	Subtotal				470.10

Invoice Total: 12,103.62

~~\$~~ 12,103.62
 Recommended To Be Paid
 Dept. Head: Job
 Expense Acct: 01-50-52100
 Date: 4/14/23 PO # _____

H&H ELECTRIC CO.

2830 COMMERCE STREET
FRANKLIN PARK IL 60131-2927
PHN: (708)453-2222/FAX: (708)453-2851

PURCHASE ORDER

ATTENTION: Chris

(1) Page

To: KAMICK SUPPLY COMPANY
4901 PRIME PARKWAY
MCHENRY IL 60050
PHN: (888)407-6005/FAX: (224)757-0357

Deliver to: H&H ELECTRIC CO.
2830 COMMERCE STREET
FRANKLIN PARK, IL 60131

Purchase Order No. **C57ST-7805**

Job No. **C-57ST**

Order Date **Monday, October 26, 2020**

Delivery Date **Monday, October 26, 2020**

Purchaser **GS**

Cost Code	Description	Quantity	Units	Rate	Amount
100	3/4" TO 5/8" GROUND ROD CLAMP	100.00	EACH	1.8225	182.25
100	120V-305V TWIST LOCK PHOTOCELLS	100.00	EACH	11.2590	1,125.90
	THIS IS AUTHORIZATION TO RELEASE ALL MATERIALS.				0.00
	PLEASE CONFIRM THE RECEIPT OF THIS ORDER WITH LEAD TIMES FOR MATERIALS - ALL IN WRITING.				0.00
	PLEASE INCLUDE THE FOLLOWING ON MATERIAL PACKING LISTS "H&H JOB C-57ST (BERWYN MAINT)." ."				0.00
	THIS MATERIAL IS TAX EXEMPT. THE CERTIFICATE FOLLOWS THIS ORDER.				0.00
	UMSC QUOTE # QT-1884-2020				0.00

Total Order Amount

\$1,308.15

H&H ELECTRIC CO.

2830 COMMERCE STREET
 FRANKLIN PARK IL 60131-2927
 PHN: (708)453-2222/FAX: (708)453-2851

PURCHASE ORDER

ATTENTION: _____

To: GRAYBAR ELECTRIC CO.
 12431 COLLECTIONS CENTER DRIVE
 CHICAGO IL 60693
 PHN: (630)893-3600/FAX: (630)671-6600

Deliver to: H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131

Purchase Order No. C57ST-8726

Job No. C-57ST
 Order Date Friday, February 4, 2022
 Delivery Date Friday, February 4, 2022
 Purchaser GS

Cost Code	Description	Quantity	Units	Rate	Amount
205	HS16-12L SMALL HEAT SHRINK TUBE	400.00	EACH	2.7000	1,081.56
205	HS12-6L MEDIUM HEAT SHRINK TUBE	400.00	EACH	2.7106	1,084.24
205	HS6-1L LARGE HEAT SHRINK CAP	200.00	EACH	3.1896	637.92
205	HET-AA SINGLE NEUTRAL SLUG HOLDER	100.00	EACH	14.2100	1,421.00
205	HEB-AA SINGLE FUSE HOLDER	200.00	EACH	6.6700	1,334.00
205	10 AMP FUSE, 500V	300.00	EACH	7.0300	2,109.00
	THIS IS AUTHORIZATION TO RELEASE ALL MATERIALS.				0.00
	PLEASE CONFIRM THE RECEIPT OF THIS ORDER WITH LEAD TIMES FOR MATERIALS - ALL IN WRITING.				0.00
	PLEASE INCLUDE THE FOLLOWING ON MATERIAL PACKING LISTS "H&H JOB C-57ST (BERWYN MAINT)."				0.00
	THIS MATERIAL IS TAX EXEMPT. THE CERTIFICATE FOLLOWS THIS ORDER.				0.00
	GRAYBAR QUOTE # 0239871403, 0239868685, 0239870364				0.00

Total Order Amount \$7,667.72

JSN CONTRACTORS SUPPLY
11 S 007 WEST ST.
NAPERVILLE, IL 60565
630-857-6130

Invoice

DATE	INVOICE #
10/31/2019	83128

BILL TO	SHIP TO
H & H ELECTRIC COMPANY 2830 COMMERCE ST. FRANKLIN PARK, IL 60131	JOB M-0009

NOV 07 2019

DUE DATE	P.O. NUMBER
11/30/2019	JOB M-0009

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
KRYSO3911	KRYLON 20 oz. APWA RED MARKING PAINT	120	2.90	348.00T
UMFREDHH	4" x 5" RED UTILITY MARKING FLAG ON 30" WIRE STAFF-PRINTED "H & H ELECTRIC"-BUNDLE OF 100	20	13.90	278.00T

APPROVED
NOV 11 2019

H&H Job: M-0050

Cost Code: 100

Category: MAT

Account: 5010.00

Amount: 626.00

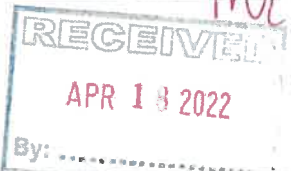
By: [Signature]

SALES ORDER #909576 PAYMENT TERMS-NET 30 DAYS	Subtotal	626.00
	0% Tax	
	Total	626.00

JSN CONTRACTORS SUPPLY
11 S 007 WEST ST.
NAPERVILLE, IL 60565
630-857-6130

Invoice

DATE	INVOICE #
4/12/2022	85360

BILL TO	SHIP TO
H & H ELECTRIC COMPANY 2830 COMMERCE ST. FRANKLIN PARK, IL 60131	JOB M-0009 

DUE DATE	P.O. NUMBER
5/12/2022	JOB M-0009

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
KRYS03650	KRYLON 20 oz RED/ORANGE MARKING PAINT	24	3.55	85.20T
KRYS03901	KRYLON 20 oz WHITE MARKING PAINT	24	3.55	85.20T

APPROVED
MAY 03 2022
BY: Lolie Vanzalano
President
H&H Electric Company

H&H Job: M-0009
Cost Code: 100
Category: MAT
Account: 5010.00
Amount: 170.40.

M-0009
JK

SALES ORDER #669160 PAYMENT TERMS-NET 30 DAYS	Subtotal	170.40
	0% Tax	
	Total	170.40

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, Hancock Engineering



SPECIFIC ACTION REQUESTED: Payment approval of the invoices for engineering services rendered for the Village of Maywood Public Works Department.

Invoice	Date	Amount	Description
22-1269.23	12/31/2022	\$20,908.69	Washington BLVD Phase II Engineering
23-0288	03/30/2023	\$8,950.00	19 th Ave Improvements
23-0291	03/30/2023	\$13,488.50	I-290 Corridor Storm Sewer Separation
23-0293	03/30/2023	\$5,520.00	2023 CDBG Roadway Improvements
23-0296	03/30/2023	\$10,440.00	Central Sewer Separation Improvements
23-0353	04/28/2023	\$6,000.00	Prarie Path Lighting and Safety Improvements
23-0354	04/28/2023	\$5,000.00	Prarie Path Lighting and Safety Improvements
23-0355	04/28/2023	\$61,882.00	I-290 Corridor Storm Sewer Separation Project
23-0397.3	03/30/2023	\$36,047.47	Washington Blvd Improvements

RECOMMENDATION: It is recommendation that the total payments of \$168,236.66 be approved for payment. The expense account to be charged: Various Accounts.



Edwin Hancock Engineering Co.

9933 W Roosevelt Road

Westchester, IL 60154

Tel: 708-865-0300

www.ehancock.com

INVOICE

INVOICE DATE: 12/31/2022

INVOICE NO: 22-1269.23

BILLING THROUGH: 11/30/2022

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD, IL 60153

ATTN: MS. LANYA SATCHELL, FINANCE DIRECTOR

5651923101 - WASHINGTON BOULEVARD, PHASE II ENGINEERING

ENGINEERING SERVICES RENDERED:

I. Direct Labor (DL)

Previous	07/01/2020 -	10/31/2022	\$117,079.65
Current	11/01/2022 -	11/30/2022	<u>\$8,255.28</u>
Total DL			\$125,334.93

II. Overhead - (OH)

DL * 110.42%			<u>\$144,085.69</u>
			\$269,420.62

III. Fixed Fee -	\$39,134.32	99.9948%	\$39,132.29
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IV. Services by Others - Current Invoice Copies Attached

Previous:	(Krisch Land Surveying)	\$9,600.00	
Previous:	(Gewalt Hamilton)	\$21,857.16	
Previous:	(SantaCruz)	\$29,728.50	
Current:		\$1,602.31	<u>\$62,787.97</u>

TOTAL PROJECT COST	\$371,340.88
Less Previously Billed	<u>-350,432.19</u>

BILL NO. 23 & FINAL, AMOUNT DUE THIS INVOICE \$20,908.69

This invoice is due on 1/30/2023

cc: Ms. Tanika Skipper, Accounts Payable



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 3/30/2023
INVOICE NO: 23-0288
BILLING THROUGH: 2/28/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652124401 - 19th Avenue Improvements: Design Engineering

Engineering services related to design of plan and profile drawings, utility plans, maintenance of traffic plans, detour plans and preparation of estimate of costs.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	\$179,000.00	60.00	\$107,400.00	\$98,450.00	\$8,950.00
TOTAL	\$179,000.00		\$107,400.00	\$98,450.00	\$8,950.00

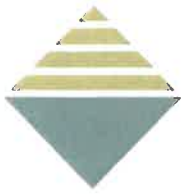
BILL NO. 8, AMOUNT DUE THIS INVOICE \$8,950.00

This invoice is due on 4/29/2023

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$107,400.00	\$80,550.00	\$26,850.00



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 3/30/2023
INVOICE NO: 23-0291
BILLING THROUGH: 2/28/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652305915 - I-290 Corridor Storm Sewer Separation Project - Construction Eng.

Engineering services related to resident observation of construction work. line and grade staking, measurement of contractor quantities, and attendance at construction meetings.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
ENGINEER - I	76.00	\$99.00	\$7,524.00
ENGINEER - IV	25.50	\$126.00	\$3,213.00
ENGINEER - V	0.50	\$139.00	\$69.50
ENGINEER - VI	18.00	\$149.00	\$2,682.00
TOTAL SERVICES	120.00		\$13,488.50

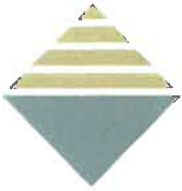
BILL NO. 1, AMOUNT DUE THIS INVOICE \$13,488.50

This invoice is due on 4/29/2023

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

SERVICES BTD	EXPENSES BTD	LAST INV NO	LAST INV DATE	LAST INV AMT	LAST PAY AMT	PREV UNPAID AMT
\$16,822.50	\$0.00	23-0165	2/27/2023	\$3,334.00	--	\$3,334.00



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 3/30/2023
INVOICE NO: 23-0293
BILLING THROUGH: 2/28/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652229701 - 2023 CDBG Roadway Improvements

Engineering services related to Design Engineering including preparation of plans, specifications, and estimate of costs.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	\$24,000.00	90.00	\$21,600.00	\$16,080.00	\$5,520.00
TOTAL	\$24,000.00		\$21,600.00	\$16,080.00	\$5,520.00

BILL NO. 3, AMOUNT DUE THIS INVOICE \$5,520.00

This invoice is due on 4/29/2023

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$21,600.00	\$6,000.00	\$15,600.00



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

INVOICE

INVOICE DATE: 3/30/2023
INVOICE NO: 23-0296
BILLING THROUGH: 2/28/2023

5652026015 - Central Sewer Separation Improvement (CDBG-DR)

Engineering services related to resubmittal and final approval of regulatory permits including MWRD and IEPA Permits, Hydraulic Analysis and Modeling, preparation of Final Location Drainage Study Report.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	\$511,000.00	99.72	\$509,562.50	\$499,122.50	\$10,440.00
Services by others (See Attached)	\$127,120.00	80.00	\$101,114.88	\$101,114.88	\$0.00
TOTAL	\$638,120.00		\$610,677.38	\$600,237.38	\$10,440.00

BILL NO. 13, AMOUNT DUE THIS INVOICE \$10,440.00

This invoice is due on 4/29/2023

CC: Ms. Tanika Skipper, Accounts Payable



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 4/28/2023
INVOICE NO: 23-0353
BILLING THROUGH: 3/31/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652304020 - Prarie Path Lighting and Safety Improvements

Engineering services related to preparation of Environmental Reporting, attendance at IDOT kickoff/scoping meeting, initiation with electrical subconsultant.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Peliminary Engineering	\$60,000.00	25.00	\$15,000.00	\$9,000.00	\$6,000.00
TOTAL	\$60,000.00		\$15,000.00	\$9,000.00	\$6,000.00

BILL NO. 3, AMOUNT DUE THIS INVOICE \$6,000.00

This invoice is due on 5/28/2023

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$15,000.00	\$6,000.00	\$9,000.00



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 4/28/2023
INVOICE NO: 23-0354
BILLING THROUGH: 3/31/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652304020 - Prarie Path Lighting and Safety Improvements Services by Others

Engineering services related to services by others.

Services by Others

DATE	DESCRIPTION	AMOUNT
3/31/2023	True North Consultants, Inc. Invoice3397 (See Attached)	\$5,000.00
TOTAL SERVICES BY OTHERS		\$5,000.00

BILL NO. 1, AMOUNT DUE THIS INVOICE \$5,000.00

This invoice is due on 5/28/2023

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

SERVICES BTD	EXPENSES BTD	LAST INV NO	LAST INV DATE	LAST INV AMT	LAST PAY AMT	PREV UNPAID AMT
\$0.00	\$5,000.00	--	--	--	--	--



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 4/28/2023
INVOICE NO: 23-0355
BILLING THROUGH: 3/31/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652305915 - I-290 Corridor Storm Sewer Separation Project - Construction Eng.

Engineering services related to resident observation of construction of work, line and grade staking, measurement of contractor quantities, attendance at construction meetings, and preparation of Contractor Pay Estimates.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
CAD - II	3.00	\$105.00	\$315.00
ENG TECH - III	8.00	\$89.00	\$712.00
ENGINEER - I	0.50	\$99.00	\$49.50
ENGINEER - II	180.75	\$114.00	\$20,605.50
ENGINEER - III	154.00	\$124.00	\$19,096.00
ENGINEER - IV	60.00	\$132.00	\$7,920.00
ENGINEER - V	4.00	\$142.00	\$568.00
ENGINEER - VI	83.00	\$152.00	\$12,616.00
TOTAL SERVICES	493.25		\$61,882.00

BILL NO. 3, AMOUNT DUE THIS INVOICE \$61,882.00

This invoice is due on 5/28/2023

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

SERVICES BTD	EXPENSES BTD	LAST INV NO	LAST INV DATE	LAST INV AMT	LAST PAY AMT	PREV UNPAID AMT
\$78,704.50	\$0.00	23-0291	3/30/2023	\$13,488.50	--	\$16,822.50

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date: **03/28/23** Invoice No.: **23-0397.3**

To
Village of Maywood
 Attention To
Ms. Lanya Satchell, Finance Director
 Address
40 Madison Street
 City State Zip Code
Maywood IL 60153

From
Edwin Hancock Engineering Co.
 Address
9933 Roosevelt Road
 City State Zip Code
Westchester IL 60154

Local Public Agency County Section Number State Job No. Project No.
Village of Maywood Cook 18-00139-00-PV C-91-187-18 V8AD(050)

For Professional Service performed as set forth in Agreement dated: **12/12/22** Consultant's Job No. **565-23-05801** Overhead Rate **117.25**
 & Supplemental Agreement(s) dated: _____ FHWA Authorization Date **10/06/23**

1) Invoice Period From: **03/01/23** To: **03/31/23**

	This Invoice	Previously Invoiced	Earned to Date	Max Allowable
2) Maximum Payable				
3) Direct Salaries	\$14,530.30	\$11,244.75	\$25,775.05	\$198,848.00
4) QC/QA				
5) Payroll & Overhead				
this invoice <u>117.2500%</u>	\$17,036.78	\$13,184.47	\$30,221.25	\$219,566.00
average <u>0.0000%</u>				
6.) Fixed Fee= <u>7.1387%</u>	\$4,480.39	\$5,995.90	\$10,476.29	\$62,762.00
7) Direct Costs Prime				
8) Services by others				
TSC		\$0.00	\$0.00	\$13,200.00
9) Total invoiced for project including this invoice			\$66,472.59	
10) Previously Invoiced		\$30,425.12		
11) Payment Due this invoice	\$36,047.47			

I have reviewed the invoice and found it agrees with the executed Engineering Agreement for this project. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

Approved Local Public Agency Rep. Signature & Date

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Consultant
Edwin Hancock Engineering Co.

By Signature & Date
James Goumas Digitally signed by James Goumas
 Date: 2023.05.02 09:21:28 -05'00'

Name
William Peterhansen
 Title
Vice President

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *AK*
DATE: May 10, 2023 *5-10-23*
SUBJECT: Payment Approval, IF Express Transportation LLC

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #3182023 dated 03/23/2023 for career & life readiness transportation agreement for youth services provided January 2023-October 2023. *This invoice has already been paid.

RECOMMENDATION: It is recommendation that the total payments of \$93,150.00 be approved for payment. The expense account to be charged: 22-40-87000.

Invoice 3182023

IF Express Transportation LLC

1009 S 17th Ave, Maywood, IL 60153
IFE.Transportation@yahoo.com



Date	To	Ship To
March 23, 2023	Village of Maywood 40 W. Madison Maywood, IL 60153	Same as recipient

Instructions

- Vehicle A – (15 Passenger) \$900 50 Mile/ \$1,250 100 Mile / Above 100 Miles Varies
- Vehicle B – (25 Passenger) \$1,750 50 Mile/ \$2,000 100 Mile / Above 100 Miles Varies
- Vehicle C – (55 Passenger) \$3,000 50Mile/ \$3,500 100 Mile / Above 100 Miles Varies

Career & Life Readiness Transportation Agreement for youth services January 2023 – October 2023 (\$3,000 within 50 miles / \$3,500 within 100 miles) see agreement

Q1 2023 - January 2023, February 2023, March 2023

- Escape The Room Chicago	\$3,500
o 2 x Vehicle B	
- Chicago Science & Industry Museum	\$3,500
o 2 x Vehicle B	
- DuSable Museum, Chicago	\$3,500
o 2 x Vehicle B	
- IMPACT Technology, Lake Forest	\$3,500
o 2 x Vehicle B	
- Loyola Hospital	\$3,500
o 1 x Vehicle A + 1 Vehicle B	

\$900 + \$1,750

= \$2,650

Total Due \$17,500

Q2 2023 - April 2023, May 2023, June 2023
Unless otherwise listed 2 x Vehicle B

To include but not limited to:

- Chicago Police & Fire Training Facility	\$3,500
- Field Museum	\$3,500
- National Museum of Mexican Art	\$3,500
- Art Institute of Chicago	\$3,500
- Adler Planetarium	\$3,500
- Shedd Aquarium	\$3,500
- Feed My Starving Children	\$3,500
- Play/Musical	\$3,500
- UIC Extension	\$3,500
- DuSable Museum	\$3,500
- Illinois Holocaust Museum and Education Center	\$3,500
- Museum of Science and Industry	\$3,500
- University of Illinois Champaign-Urbana (300 Miles)	\$5,500
- Chicago Historical Museum	\$3,500
- Six Flags	\$5,000
- Navy Pier	\$3,500
- Starve Rock	\$3,500
- Springfield	\$5,000
- Willis Tower	\$3,500
- AeroStar Aviation – Gary Airport	\$5,000

Total Due \$76,500

Due Today \$94,000

Q3+Q4 2023 – July 2023, August 2023, September 2023, October 2023 **TBD**

Thank you for your business!



IF Transportation LLC Terms and Conditions

TERMS AND CONDITIONS

By registering for this program, you are agreeing to participate in a full-service group travel experience, operated by IF Transportation. Because of the unique nature of group travel, many elements of your program and itinerary may be selected and/or scheduled at the direction of your group's Program Leader, who will act as your group's representative. Further, please note that, while IF Transportation and its affiliates will arrange the various travel elements for your trip, the total price quoted for your program includes additional pre-trip services, including but not limited to the printing and distribution of program materials, the costs associated with our various group health and safety measures, and the administrative and service costs related to group management.

Initial Registration Fee

A non-refundable registration fee per passenger plus the cost of the elective Full Refund Program, if selected, (for US Domestic and Canadian Destinations only) will be required to register for a Tour. The cost of this registrant fee can be found on the Tour Agreement and Parent Letter. This registration fee will be applied to the cost of your Tour. If the tour is cancelled by the Trip Sponsor within 30 days from the initial payment due date, then the full amount of the registration fee (and FRP, if applicable) will be refunded.

What do you need to know about your program fees?

The price quoted is based upon a minimum number of travelers, the content of the program as outlined in your trip information letter and the date of your registration. A registrant may receive a special price by registering by the registration deadline in the trip information letter. The price quoted is also subject to adjustment if the minimum enrollment is not met, if the program content or itinerary changes, or in the event of circumstances beyond IF Transportation's direct control. These include, but are not limited to, increases in travel security charges, government-imposed fees and taxes, costs related to or resulting from government or carrier-imposed safety measures, fuel and energy costs and charges, and airline, vendor, or group-imposed schedule changes or delays. If your price is guaranteed for a stated minimum number of participants, your group may be combined with other group(s) on the program to reach minimum. The combinations may not be of the same age level or have the same itinerary. If the Program Leader chooses not to be combined and travels with less than the minimum number of participants, an additional cost will be charged to your account.

Non-Refundable Fees: The non-refundable FRP deposit, handling charges, merchandise fees, fees for returned checks, fees for declined credit cards or electronic drafts, late payments, and registration fees are not refundable under any circumstances.

Fuel Surcharges, Taxes and Other Fees: The Tour price includes all known surcharges (fuel, taxes and other fees) known at the time the group contracted with IF Transportation LLC. However, given the volatile nature of fuel prices, suppliers (for example, airlines and coach carriers) at times must assess a fuel surcharge which is not known by any party at the time of contracting service. You will be informed of any fuel surcharge prior to your final payment due date. No surcharge will ever be assessed after the final payment due date. Additionally, for air tours, airline bag fees, unless otherwise indicated on the Tour Agreement or Parent Letter, are NOT included in the price of the Tour and are the responsibility of the individual or group checking bags or instruments. Occasionally a governing body will add a tax after transportation has been contracted. Any taxes not in existence at the time the Tour was contracted will be assessed back to the group. It is important to know that IF Transportation works closely with all its suppliers to eliminate or minimize any surcharges related to fuel, taxes or fees. In recent years we've been able to absorb many small increases and not pass them back to our travelers. Given the rising price of fuel, it's important to know a fuel surcharge could be assessed if the price of oil continues to increase.

What is not included in your program fees?

Unless specifically stated in your trip information letter, IF Transportation's program prices do not include optional additional college credit fees, passport fees, visa fees, Full Refund Program fees, lunches, beverages with meals, baggage charges, expenses incurred during free time, portage at airports and hotels, transportation from your home to the origination point of the program and back, tips to guides and long-distance bus drivers, or overnight lodging and meals in the United States prior to departure or upon return of an international flight.

Supplements: Adults pay a supplement based on room occupancy. If a traveling partner is available and hotel configuration allows, adults can be registered two to a room, for a supplement of an additional 15% of base trip price. For a single occupancy room, adults pay a supplement of 30% of base trip price. Upon all parties' approval and subject to availability, adults may share a triple room for an additional charge of 10% of base trip price. There is no supplement (0%) for quad occupancy of a room by adults (other than Florida and West Coast science programs – 5% supplement)

For Science & International Programs only - Registration for children 12 and under is subject to individual review, and the decision to allow participation in a trip is at the sole discretion of IF Transportation.

Frequent Flyer Miles: Frequent flyer miles are not available to participants.

Supervision/Behavior

IF Transportation, the Program Leader, and chaperones establish behavior rules and directions for all student participants. Failure to abide by the rules or directions may result in the student being sent home at the parents' expense without any right to a refund. All program participants will be responsible for their own actions at all times. Participants will be required to sign a behavior contract prior to departure.

On occasion, program participants may be allowed by the Program Leader to leave the group and to explore on their own. IF Transportation has no responsibility for participants when they are on their own and it is the sole responsibility of those participants to take whatever actions are necessary to rejoin the group, at their own cost. If a program participant is late in appearing for a scheduled departure, the Program Leader has no duty to delay the Program to wait for the participant.

What happens if your program changes after registration?

Program Changes Made by IF Transportation: Changes or substitutions in hotels, itinerary, inclusions, or airports may be made depending on your travel dates, arrival and departure times, national holidays, and events beyond IF Transportation's control at the discretion of IF Transportation as it deems necessary or desirable. On certain dates some attractions or activities may be closed. Whenever possible, suitable alternatives will be provided. IF Transportation reserves the right to change the date of departure due to heavy demand on certain peak travel dates by no more than two days from the original departure date. These changes are not grounds for cancellation without penalty or for refunds after the tour. On occasion, IF Transportation must change dates of a scheduled program by 3 days or more as the result of operational challenges, including without limitation, travel restrictions, event cancellations, facility closures, government-imposed restrictions/closures, or other reasons beyond the control of IF Transportation. Should IF Transportation need to change the dates of a scheduled program by 3 days or more, we will work with your group's Program Leader to reschedule or postpone your trip to dates that work for your group. If you find it necessary to cancel because your program dates are changed by 3 days or more the WorldClass Flex Policy will apply.

Changes Made by Your Group: Plan your trip with confidence. We understand your group may need to change your trip due to unforeseen circumstances. If your group decides they are not comfortable traveling, you can move your trip to an alternative destination or move to a new future date up until 45 days before departure. Changing the destination or date of the trip will be determined based on availability of trip components including, but not limited to, accommodations, venues, attractions, content, meals, and transportation. We will work with your program leader to find an alternative date no less than 1 day later from your originally scheduled departure date up until 24 months later. Your group will be able to adjust your trip with no additional fees, just the difference (if applicable) in the price of the new trip.

if your group is unable to reschedule your trip to a new destination or date or your program is canceled due to exceptional circumstances, as outlined in the Exceptional Circumstances section, your group will have the flexibility to cancel. Standard cancellation fees will apply to all travelers if the trip is canceled more than 75 days. For trips canceled with less than 74 days, travelers who did not purchase FRP (who are eligible for a full refund on all monies paid in less non-refundable fees), will be covered under our Flex Program and be refunded all monies paid in, less non-refundable fees and the Flex Program fee of \$399 for international air travel, \$289 for domestic air travel or \$149 for domestic bus travel. For international travelers and travelers from Mexico, the following schedule applies: For cancellations occurring within 24 hours following receipt of registration confirmation you are entitled to a full refund. Beyond the 24-hour grace period, IF Transportation retains 25% of the base trip price* (minimum charge of \$120 if the base trip price is \$400 or more) for cancellation letters postmarked more than 110 days to departure, 50% of the base trip price for cancellation letters postmarked 45-109 days prior to departure, or 100% of base trip price for cancellation letters postmarked 44 days or less to departure. In the event that your group size falls below 10

participants and you cancel or are canceled, your entire airfare amount may become non-refundable.

What if you have to cancel your registration?

All cancellations must be made in writing by the person listed on the registration form and must include account number, registrant's name, and complete address. Alternatively, the Program Leader may cancel the program on behalf of the entire group, or any individual participant. Within 24 hours following receipt of your registration confirmation or initial payment invoice (whichever is first), you may cancel your IF Transportation program and receive a full refund. After 24 hours, the Standard Cancellation Policy applies unless the Full Refund Program (FRP) option is purchased. All refunds are issued using the original form of payment on the account. Check refunds are only issued to the primary responsible party listed on the account.

Full Refund Program (FRP) FOR US DOMESTIC AND CANADIAN DESTINATIONS ONLY IF Transportation offers a cancellation protection program that covers Tour payments should the passenger not be able participate for any reason. FRP is a highly recommended optional program at an additional charge. FRP must be paid at the time of the initial Tour registration. The price of FRP can be found on the Tour Agreement and the Parent Letter.

If you have purchased FRP and cancel, all payments made by you over and above the cost of the protection are 100% refunded.

Standard Cancellation Policy: The services and value we provide begin long before your date of departure, and there are significant unrecoverable costs as your departure date approaches. Therefore, if you do not enroll in the FRP program and you, the Program Leader, school, or school administration must cancel beyond the 24-hour grace period, IF Transportation must retain (in addition to the Non-Refundable Fees):

- 25% of the base trip price (minimum charge of \$120 if base trip price is \$400 or more) if your cancellation letter is postmarked more than 75 days prior to the group's departure,
- 50% of the base trip price if your cancellation letter is postmarked 45 to 74 days prior to group's departure, or
- 100% of the base trip price if your cancellation letter is postmarked 44 days or fewer prior to group's departure.

Cancellation due to Exceptional Circumstances: If your group is unable to reschedule your trip to a new destination or date, and your program is canceled or cannot be delivered due to Exceptional Circumstances (explained below), travelers who did not purchase the Full Refund Program plan, will be refunded all monies paid less Non-Refundable Fees and any additional cancellation fee of \$399 for trips involving international air travel, \$289 for trips involving domestic air travel, or \$149 for trips involving domestic bus travel.

After August 2021, cancellation fees for non-purchasers of the Full Refund Program plan will be \$499 for international air travel, \$389 for domestic air travel, and \$189 for domestic bus travel. Please note – these fees are not intended to be a penalty, but rather a fair estimation of a portion of the unrecoverable internal and external costs related to planning, managing, and administering a full-service group travel program, that are incurred by IF Transportation prior to the date of departure.

Exceptional Circumstances: Without limitation, IF Transportation, including its affiliates, owners, officers, agents, employees or any associated organization, is not responsible for any injury, loss, or damage to person or property, death, delay, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, or for any other inconvenience beyond the direct control of IF Transportation in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, Exceptional Circumstances, which include, but are not limited to, acts of force majeure, war (whether declared or not), criminal or terrorist activities of any kind or the threat thereof, or civil unrest, strikes or other restrictive labor activities, illness or disease, actual, perceived or threatened epidemics or pandemics, government-imposed travel restrictions or closures.

Third-Party Providers: IF Transportation Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "IF Transportation") does not own, operate or control any person or entity which is contracted to or does provide goods or services for your trip, including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, IF Transportation is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Further, IF Transportation is not liable for any inconvenience, costs, losses, or damages associated with the denial of services or special requirements of services imposed by such person or entity, or of any third party.

Arbitration: Any dispute concerning these Terms & Conditions and/or any other matter concerning the trip, including, but not limited to, any events and circumstances occurring during the trip, shall be resolved solely and exclusively by binding arbitration in Illinois pursuant to the then existing commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the Commonwealth of Virginia shall apply. By accepting these Terms and Conditions, you are irrevocably, unconditionally, and expressly submitting to binding arbitration, in lieu of having any such dispute decided in a court of law before a jury.

Privacy: Because the nature of our business requires coordination with various providers who deliver the travel services, it is necessary to share some personal information from time to time.

Please note: A participant will not be allowed to travel on a IF Transportation tour if his/her name does not appear on the travel roster on the day of departure, or if he/she has not submitted a signed waiver and release form, emergency medical release form, or personal behavior contract. By registering for a IF Transportation trip, and making an initial deposit, participants and/or persons listed on the account are agreeing to and consenting to these Terms and Conditions.

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, Klein Thorpe & Jenkins

*JK
5-10-23*

SPECIFIC ACTION REQUESTED: Payment approval for Legal Retainer & Services Rendered during March 2023.

<u>Invoice</u>	<u>Amount</u>	<u>Description</u>
04/30/2023	\$4,630.00	Legal Retainer March 2023
04/30/2023	\$31,693.70	Legal Services March 2023

RECOMMENDATION: It is recommendation that the total payments of \$36,323.70 be approved for payment. The expense account to be charged: 01-15-52400/TIF.

For the May 16, 2023 Village Board Meeting

CONFIDENTIAL AGENDA ITEMS

**ITEMS TO BE ADDED TO THE FINANCE DIRECTOR'S
MONTHLY FINANCE REPORT FOR APPROVAL:**

Statement for Legal Services for March 2023 Pertaining to General Matters, in the amount of \$4,630.00, with a cover memo dated May 10, 2023 from Klein, Thorpe and Jenkins, Ltd.

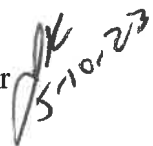
Statements for Legal Services for March 2023 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of \$31,693.70, with a cover memo dated May 10, 2023 from Klein, Thorpe and Jenkins, Ltd.

**Do Not Post On Board Book
For Public View.**

**Do Not List Statements as Action Items
on the Agenda.**

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, Ottosen Dinolfo Hasenbalg & Castaldo

Handwritten signature and date "5/10/23" in blue ink, positioned to the right of the "FROM:" and "DATE:" lines.

SPECIFIC ACTION REQUESTED: Payment approval of the invoices dated 2/28/2023 for hearing matters/professional provided for Village of Maywood Fire & Police Commission.

RECOMMENDATION: It is recommendation that the total payments of \$8,932.50 be approved for payment. The expense account to be charged: 01-42-52400.

OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.

Elburn 630.365.6441

Naperville 630.682.0085

Maywood Fire and Police Commission
40 Madison Street
Maywood, IL 60153

Invoice Date: 2/28/23
Invoice No: 153283

Matter: Hearing
Maywood F&PC

Professional Services:			Hours	Amount
2/14/23	EJT	Preparation of brief in opposition to Complaint for Administrative Review,	3.50	787.50
2/15/23	EJT	Preparation of Statement of Facts for brief in opposition to administrative review	2.50	562.50
2/17/23	EJT	Preparation of brief in opposition to administrative review	2.00	450.00
2/21/23	EJT	Preparation of brief in opposition to administrative review	2.50	562.50
2/22/23	EJT	Preparation of brief in opposition to administrative review	3.50	787.50
2/23/23	EJT	Preparation of brief in opposition to administrative review	3.50	787.50
2/24/23	EJT	Preparation of brief in opposition to administrative review	6.50	1,462.50
2/26/23	EJT	Preparation of brief in opposition to administrative review	4.00	900.00
2/27/23	EJT	Preparation of brief in opposition to complaint for administrative review	6.50	1,462.50
2/28/23	SK	Preparation of Notice of Filing; File Notice and Response in Opposition to Complaint for Administrative Review; serve attorneys of record	0.30	45.00
2/28/23	EJT	Complete preparation of brief in opposition to administrative review.	5.00	1,125.00
			For Professional Services Rendered:	39.80 \$8,932.50

Rate Summary

Shawn Krebs	0.30 hours at \$150.00/hr	45.00
Ericka J. Thomas	39.50 hours at \$225.00/hr	8,887.50

JK
4-14-23

REMIT PAYMENT TO: Ottosen DiNolfo, 1804 N. Naper Blvd., Suite 350, Naperville, IL 60563

Payments/Adjustments:

3/6/23	CK#108863	2,160.00
3/6/23	CK#108863	1,370.25
Total Payments and Adjustments Received:		<u>\$3,530.25</u>

Total This Invoice:	\$8,932.50
Previous Unpaid Balance:	\$8,955.76
Payments/Adjustments Received:	(\$3,530.25)
Total Now Due (Includes Previous Balance):	<u>\$14,358.01</u>

Handwritten signature and date: 4-14-23

REMIT PAYMENT TO: Ottosen DiNolfo, 1804 N. Naper Blvd., Suite 350, Naperville, IL 60563

OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.

Elburn 630.365.6441

Naperville 630.682.0085

Maywood Fire and Police Commission
40 Madison Street
Maywood, IL 60153

Invoice Date: 11/30/22
Invoice No: 150514

Matter: Hearing
Maywood F&PC

ape 4-14-23

Professional Services:

			Hours	Amount
11/14/22	EJT	Appear via Zoom for entry of briefing schedule on administrative review.	0.80	180.00
			<hr/>	
			For Professional Services Rendered:	0.80 \$180.00

Rate Summary

Ericka J. Thomas 0.80 hours at \$225.00/hr 180.00

Total This Invoice: \$180.00

Previous Unpaid Balance: \$5,245.51

Payments/Adjustments Received: \$0.00

Total Now Due (Includes Previous Balance): \$5,425.51

REMIT PAYMENT TO: Ottosen DiNolfo, 1804 N. Naper Blvd., Suite 350, Naperville, IL 60563

OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.

Elburn 630.365.6441

Naperville 630.682.0085

Maywood Fire and Police Commission
40 Madison Street
Maywood, IL 60153

Invoice Date: 3/31/23
Invoice No: 153782

Matter: Hearing
Maywood F&PC

JHK
4-19-23

Professional Services:

			Hours	Amount
3/1/23	JHK	Review briefs re: McDonald administrative review case	0.40	90.00
3/21/23	SK	Correspondence to Judge Meyerson with mandatory courtesy copy of Administrative Record.	0.20	30.00
For Professional Services Rendered:			0.60	\$120.00

Rate Summary

John H. Kelly	0.40 hours at \$225.00/hr	90.00
Shawn Krebs	0.20 hours at \$150.00/hr	30.00

Expenses:

		Units	Price	Amount
3/1/23	Thomson Reuters - West - Research done by Ericka Thomas on February 28, 2023.	1.00	292.71	292.71
Total Expenses:				\$292.71

Payments/Adjustments:

3/22/23	CK#108940			5,245.51
Total Payments and Adjustments Received:				\$5,245.51

Total This Invoice: \$412.71

Previous Unpaid Balance: \$14,358.01

Payments/Adjustments Received: (\$5,245.51)

Total Now Due (Includes Previous Balance): \$9,525.21

REMIT PAYMENT TO: Ottosen DiNolfo, 1804 N. Naper Blvd., Suite 350, Naperville, IL 60563

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Kriskche, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, Tapped In Inc

JK
5-10-23

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #1077 dated 04/25/2023 for 50% deposit for electrical installation of CAT 6 ethernet wires at Village Hall.

RECOMMENDATION: It is recommendation that the total payments of \$10,400.00 be approved for payment. The expense account to be charged: 01-18-56500.

Tapped In Inc
 1431 Opus Place, Ste. 110
 Downers Grove, IL 60515
 +1 7089403345
 tappedininc3@gmail.com



INVOICE

BILL TO

Village Hall Ethernet Pulls
 James Krishke
 In Care of: Marvin Savage
 Maywood Village Hall
 40 Madison St.
 Maywood, IL 60153

INVOICE # 1077
DATE 04/25/2023
DUE DATE 05/25/2023
TERMS Net 30

ROOSEVELT
 (708) 940-3345

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/25/2023	Electrical Installation	Install eight CAT 6 ethernet wires at Village Hall. Pull two wires to each office from IT computer room. Community Development Code Enforcement Finance Office Mayor's Office	0.50	0.00	0.00
04/25/2023	Labor	Conceal wire in ceilings and sleeves between the 1st and 2nd floors. Install wire mold and boxes for surface mount where necessary.	0.50	9,000.00	4,500.00
04/25/2023	Materials	CAT 6 wire Wiremold conduit Junction boxes and fittings Mounting hardware	0.50	1,400.00	700.00

BALANCE DUE **\$5,200.00**

This invoice is due for the 50% deposit of the originally approved estimate of \$10,400.00.

The remaining balance of \$5,200.00 is due upon completion.

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, Valor Systems, Inc.

*JK
5-10-23*

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #2113 dated 01/06/2023 for IMS-Named User Licenses/Data Center Sustainment.

RECOMMENDATION: It is recommendation that the total payments of \$45,468.00 be approved for payment. The expense account to be charged: 01-40-52400.

VALOR SYSTEMS, INC.
 50 S. MAIN ST.
 SUITE 200
 NAPERVILLE, IL 60540
 (630) 323-1911 EXT. 333

Invoice

DATE	INVOICE #
1/6/2023	2113

BILL TO:

Maywood Police Department
 125 S 5th Ave
 Maywood, IL 60153

P.O. NUMBER	TERMS	PROJECT
-------------	-------	---------

Net 30

QUANTITY	DESCRIPTION	RATE	AMOUNT
46	Valor IMS-Named User Access Licenses (12mos x \$69/user/mo=\$828/user/yr)	828.00	38,088.00
1	Admin User (12 mos x \$240.00/user/mo = \$2,880.00)	2,880.00	2,880.00
1	Data Center Sustainment ("Open Market") (12 mos x \$375/mo = \$4,500)	4,500.00	4,500.00
	For the period of 2/1/23-1/31/24	0.00	0.00
		0.00	0.00

RECOMMENDED TO BE PAID

DATE: 4 May 2023

DEPT HEAD: [Signature] #259

EXPENSE ACCT: _____

PO# _____

Please remit to 50 S. Main Street,
 Ste 200, Naperville, IL 60540

TOTAL \$45,468.00



296731 147

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: May 10, 2023
SUBJECT: Payment Approval, Village of Melrose Park

JK
5.10.23

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for water services provided 01/20/2023 to 02/19/2023 from the Village of Melrose Park.

Account	Date	Amount
422000-001	02/20/2023-03/19/2023	\$27,412.21
422001-001	02/20/2023-03/19/2023	\$33,838.07

RECOMMENDATION: It is recommendation that the total payments of \$61,250.28 be approved for payment. The expense account to be charged: 41-55-57301.



21/50



FIRST CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 231

P.O. Box 1506 • Melrose Park, IL 60161-1506



Village of Melrose Park

Ronald M. Serpico
Mayor

ACCOUNT NUMBER	SERVICE DATES
422000-001	2/20/2023
USE OF MAIN E	3/19/2023

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

RETAIN THIS STUB FOR YOUR RECORDS

PLEASE RETURN THIS STUB WITH PAYMENT

CURRENT READ	CONSUMPTION
371,530	49570
Previous Balance	23,922.78
Penalties	0.00
Adjustments	0.00
Payments Received	(30,415.00)
Balance at Billing	(6,492.22)
WATER	27,412.21
Total Due	20,919.99

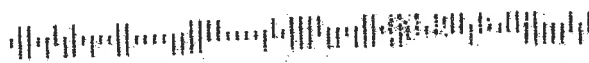
ACCOUNT #	AMOUNT DUE
422000-001	20,919.99
AFTER DUE DATE	
5/2/2023	21,129.19

REGISTER ACCOUNT WWW.MELROSE PARK.ORG



VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153

Pay water bills online at www.melrosepark.org



21/50



FIRST CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 231

P.O. Box 1506 • Melrose Park, IL 60161-1506



Melrose Park

Ronald M. Serpico
Mayor

ACCOUNT NUMBER	SERVICE DATES
422001-001	2/20/2023
USE OF MAIN W	3/19/2023

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

RETAIN THIS STUB FOR YOUR RECORDS

PLEASE RETURN THIS STUB WITH PAYMENT

CURRENT READ	CONSUMPTION
516,370	61190
Previous Balance	50,500.19
Penalties	191.14
Adjustments	0.00
Payments Received	(31,386.07)
Balance at Billing	19,305.26
WATER	33,838.07
Total Due	53,143.33

ACCOUNT #	AMOUNT DUE
422001-001	53,143.33
AFTER DUE DATE	
5/2/2023	53,481.71

REGISTER ACCOUNT WWW.MELROSE PARK.ORG



VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153

Pay water bills online at www.melrosepark.org

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
109176	Art-Craft Printers Inc.	BUSINESS CARDS	FIRE	130.00
Total 109176:				130.00
109177	ARTISTIC ENGRAVING	FIR-BADGES FOR NEWLY PROMOTED FIR	FIRE	203.75
Total 109177:				203.75
109178	AT&T	FIR-708Z5305408001 10/17-11/16/2023	CENTRAL SERVICES	34,209.06
Total 109178:				34,209.06
109179	AT&T	POL-7084504471 0957 9/26-10/25/2022	CENTRAL SERVICES	51,407.74
Total 109179:				51,407.74
109180	BROADVIEW TRUE VALUE HARDWAR	FIR-JANITORIAL SUPPLIES	FIRE	55.74
Total 109180:				55.74
109181	CARMEN RIVERA	REIMB. TECHNICIAN RECERTIFICATION FE	POLICE	55.00
Total 109181:				55.00
109182	COMCAST	FIR- SV/INTERNET STATION 11/29-12/28	CENTRAL SERVICES	363.86
Total 109182:				363.86
109183	COMCAST	FIR-PHONE SVC 9/22-10/21/22	CENTRAL SERVICES	439.78
109183	COMCAST	FIR-PHONE SVC 10/22-11/21/2023	CENTRAL SERVICES	438.14
Total 109183:				877.92
109184	COMCAST CABLE	PHONE/INTERNET/TRUNK CHARGES	CENTRAL SERVICES	5,909.50
109184	COMCAST CABLE	PHONE/INTERNET/TRUNK CHARGES	CENTRAL SERVICES	6,015.87
109184	COMCAST CABLE	PHONE/INTERNET/TRUNK CHARGES	CENTRAL SERVICES	7,146.74
Total 109184:				19,072.11
109185	FIRST INSURANCE FUNDING	GENERAL LIAB INS PMT *JAN 2023	HUMAN RESOURCES	47,394.32
109185	FIRST INSURANCE FUNDING	GENERAL LIAB INS PMT *NOV 2022	HUMAN RESOURCES	47,394.32
109185	FIRST INSURANCE FUNDING	GENERAL LIAB INS PMT *FEB 2023	HUMAN RESOURCES	47,394.32
Total 109185:				142,182.96
109186	FLEET SERVICES	FUEL *POLICE	POLICE	7,742.64
109186	FLEET SERVICES	FUEL *POLICE	POLICE	8,450.15
Total 109186:				16,192.79
109187	Globe Life Liberty National Division	PAYROLL DEDUCTIONS FEB 2023		7,069.31
109187	Globe Life Liberty National Division	PAYROLL DEDUCTIONS MAR 2023		7,069.31
Total 109187:				14,138.62
109188	HINCKLEY SPRINGS	5G DRINKING WATER FOR MPD	POLICE	6.80

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109188:				6.80
109189	Howmedica Osteonics Corp	FIR-AUTOMATED DEFIBRILLATORS PURCH	FIRE	5,699.84
Total 109189:				5,699.84
109190	MRugged Mobile	FIR-PANASONIC TOUGHBOOK FOR EMS E	FIRE	4,199.93
Total 109190:				4,199.93
109191	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	CODE ENFORCEMENT	183.04
109191	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	CODE ENFORCEMENT	339.98
Total 109191:				523.02
109192	PEP BOYS	POLICE DEPT REPAIRS/OIL CHANGES	FIRE	280.83
Total 109192:				280.83
109193	PITNEY BOWES	EQUIPMENT RENTAL 11/28-2/27/2023	FINANCE	886.65
Total 109193:				886.65
109194	PITNEY BOWES INC	POSTG.MTR.RNTL.SUPPLIES/LABOR	FINANCE	582.50
109194	PITNEY BOWES INC	FIN-POSTG.MTR.RNTL.SUPPLIES	FINANCE	264.97
Total 109194:				847.47
109195	PURCHASE POWER	POSTAGE REPLENISHMENT OCT-FEB *PO	POLICE	8,883.83
109195	PURCHASE POWER	POSTAGE REPLENISHMENT MAY-SEPT *P	POLICE	5,251.13
Total 109195:				14,134.96
109196	READY REFRESH BY NESTLE	CLERK EQUIPMENT RENTAL	VILLAGE CLERK	45.01
109196	READY REFRESH BY NESTLE	FIN-EQUIPMENT RENTAL	FINANCE	182.29
109196	READY REFRESH BY NESTLE	CLERK EQUIPMENT RENTAL	VILLAGE CLERK	76.62
Total 109196:				303.92
109197	SPRINT	CELLULAR SVC *VMO	VILLAGE MANAGER	44.11
Total 109197:				44.11
109198	VISION SERVICE PLAN (IV)	VISION CARE PREM APR	CENTRAL SERVICES	911.60
109198	VISION SERVICE PLAN (IV)	VISION CARE PREM APR	CENTRAL SERVICES	4,078.55
Total 109198:				4,990.15
109199	Westlake Hardware, Inc.	DUPLICATE/SPARE KEYS FOR VEHICLES	POLICE	266.41
Total 109199:				266.41
109200	Alana Trine Murray	EXPLORER PROGRAM 3/13-4/03/2023		340.00
Total 109200:				340.00
109201	ALONZO TRAVIS III	REIMB.SEWER DRAIN LICENSE	PUBLIC WORKS	125.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109201:				125.00
109202	Ariel M Byrd	EXPLORER PROGRAM 3/13-4/03/2023		1,060.00
Total 109202:				1,060.00
109203	CUBE SMART	STORAGE RENTAL FOR CHRISTMAS DECO	PUBLIC WORKS	167.70
Total 109203:				167.70
109204	Domonique Watson	PROGRAM DIRECTOR 3/27-4/3/2023		680.00
Total 109204:				680.00
109205	GABRIELLE C. REEVES	EXPLORER PROGRAM 2/13-3/20/2023		300.00
Total 109205:				300.00
109206	GLYNISHA SHIEL	EXPLORER PROGRAM 3/27-3/29/2023		200.00
Total 109206:				200.00
109207	IF Express Transportation LLC	Q2 2023 TRANSPORTATION APR-JUN 2023		76,500.00
Total 109207:				76,500.00
109208	KAROL HERNANDEZ-MORALES	EXPLORER PROGRAM 2/13-3/20/2023		230.00
Total 109208:				230.00
109209	LEAH BELL	EXPLORER PAY 2/22-3/22/2023 *MAPS		270.00
Total 109209:				270.00
109210	LUMITY	REIMB. MATERIAL/SUPPLIES		214.36
Total 109210:				214.36
109211	MARKEA BELL	EXPLORER PAY 2/22-3/22/2023 *MAPS		270.00
Total 109211:				270.00
109212	Phyliss A Brown	EXPLORER PROGRAM 3/13-4/03/2023		1,060.00
Total 109212:				1,060.00
109213	Sheron Stingley	PROGRAM DIRECTOR 3/27-4/3/2023		680.00
Total 109213:				680.00
109214	Stephanie Johnson	*PAY ADMINISTRATOR/COORDINATOR 3/27		680.00
Total 109214:				680.00
109215	TAPPED IN INC	ELECTRICAL SERVICES RENDERED	PUBLIC WORKS	585.00
109215	TAPPED IN INC	ELECTRICAL SERVICES RENDERED	PUBLIC WORKS	1,180.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109215:				1,765.00
109216	A-1 Cutting Edge Landscaping	SERVICE MAINTENANCE (BOARD-UP) ON	CODE ENFORCEMENT	650.00
109216	A-1 Cutting Edge Landscaping	EMERGENCY BOARD UP - 108 S. 5TH AVE.	CODE ENFORCEMENT	250.00
109216	A-1 Cutting Edge Landscaping	SERVICE MAINTENANCE (CLEAN-UP/BOAR	CODE ENFORCEMENT	3,250.00
Total 109216:				4,150.00
109217	ACCONTEMPS	SERVICE WEEK 4/07 *M.MIDDLETON	FINANCE	1,769.00
109217	ACCONTEMPS	SERVICE WEEK 4/14 *M.MIDDLETON	FINANCE	1,769.00
Total 109217:				3,538.00
109218	ACCUTRON	COMPUTER CNLSTING SVCS *APRIL 2023	MANAGEMENT INFORMATION SYSTE	7,916.66
Total 109218:				7,916.66
109219	ACQUA CONTRACTORS CORP	I-290 CORRIDOR STORM SEWER SEPARAT	CDBG	1,196,862.50
Total 109219:				1,196,862.50
109220	AFRICAN AMERICAN MAYORS ASSOC	ANNUAL MEMBERSHIP 7/1/2023-6/30/2024	PRESIDENT & TRUSTEES	1,000.00
Total 109220:				1,000.00
109221	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 4/3-4/14/2023	POLICE & FIRE COMMISSION	800.00
Total 109221:				800.00
109222	ALPHA PRIME COMMUNICATION	FIR-AMBULANCE 500 MOBILE RADIO REPA	FIRE	395.00
Total 109222:				395.00
109223	Arrowhead Scientific, Inc.	SEAL GUARD EVIDENCE TAPE RED	POLICE	226.05
Total 109223:				226.05
109224	BROADVIEW TRUE VALUE HARDWAR	FIR-JANITORIAL SUPPLIES	FIRE	21.54
109224	BROADVIEW TRUE VALUE HARDWAR	FIR-PAINT	FIRE	5.00
Total 109224:				26.54
109225	Bush Lawn Service Corporation	CLEAN UP/LANDSCAPING - 2128 S. 10TH A	CODE ENFORCEMENT	4,375.00
109225	Bush Lawn Service Corporation	CLEAN-UP/LANSCAPING - 623 S. 16TH AVE.	CODE ENFORCEMENT	1,850.00
Total 109225:				6,225.00
109226	CDS OFFICE TECHNOLOGIES	IT ARBITRAROR 3/7/23-4/6/23	POLICE	190.00
Total 109226:				190.00
109227	CHICAGO CLEANING CONCIERGE	JANITORIAL SERVICES RENDERED FOR M	LAND & BUILDINGS	7,500.00
Total 109227:				7,500.00
109228	COMCAST	METRA-PHONE/INT SVC 3/13/23-4/12/23	CENTRAL SERVICES	126.85

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109228:				126.85
109229	COMCAST	POL-INTERNET SVC 1/12-2/11/2023	CENTRAL SERVICES	678.79
109229	COMCAST	POL-INTERNET SVC 2/12-3/11/2023	CENTRAL SERVICES	678.79
109229	COMCAST	POL-INTERNET SVC 3/12-4/11/2023	CENTRAL SERVICES	678.79
Total 109229:				2,036.37
109230	COMCAST	300 OAK STREET PHONE/INTERNET 3/11/2	CENTRAL SERVICES	352.00
Total 109230:				352.00
109231	COMCAST #8771 20 001 0416648	PHONE/INTERNET SVC 200 S. 5TH 3/4/23-4	CENTRAL SERVICES	277.95
Total 109231:				277.95
109232	COMCAST CABLE	ACCT #8771 20 001 0005151 2/4-3/3/2023	CENTRAL SERVICES	21.10
Total 109232:				21.10
109233	COMED	LIGHT CONTROLLER 911 S. 7TH 1/14/23-2/1	MOTOR FUEL TAX	103.76
Total 109233:				103.76
109234	COMED	5TH AVE 2ND POLE N MAIN 11/23/22-12/28/	MOTOR FUEL TAX	4,187.34
109234	COMED	ELECTRIC SERVICE 104 S. 1ST CONC 1/14/	MOTOR FUEL TAX	74.89
Total 109234:				4,262.23
109235	COMED #0277784031	ELECTRIC SERVICE 615 S 5TH 2/9/23-3/10/	MOTOR FUEL TAX	826.95
Total 109235:				826.95
109236	COMED #0536720000	ELECTRIC SVC VILLAGE HALL 1/14/23-2/14/	PUBLIC WORKS	1,442.50
Total 109236:				1,442.50
109237	COMED #4791088147	MTRD STREETLIGHTS 13TH MADISON 1/14	MOTOR FUEL TAX	135.63
Total 109237:				135.63
109238	COMED #5490211003	ELECTRIC SERVICE 1019 ST. CHARLES 1/1	MOTOR FUEL TAX	134.48
Total 109238:				134.48
109239	COMED #5653018024	STREETLIGHTS 224 N 1ST 2/9/23-3/10/23	MOTOR FUEL TAX	24.05
Total 109239:				24.05
109240	COMED #6080392012	ELECTRIC SERVICE 100 S. 1ST 1/14/23-2/14	MOTOR FUEL TAX	90.93
Total 109240:				90.93
109241	COMED #6164044004	ELECTRIC SERVICE 701 S 6TH 1/18/23-2/16	MOTOR FUEL TAX	56.44
Total 109241:				56.44

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
109242	COMED #6584583019	200 BLDG ELECTRIC SERVICE 1/14/23-2/14/	PUBLIC WORKS	8.28
Total 109242:				8.28
109243	COPS TESTING SERVICE	P&F-FIREFIGHTERS ORAL INTERVIEWS	POLICE & FIRE COMMISSION	1,900.00
109243	COPS TESTING SERVICE	P&F-PRE-EMPLOYMENT SERVICES	POLICE & FIRE COMMISSION	450.00
109243	COPS TESTING SERVICE	P&F-ELIGIBILTY REGISTERS	POLICE & FIRE COMMISSION	450.00
109243	COPS TESTING SERVICE	P&F-PRE-EMPLOYMENT SERVICES	POLICE & FIRE COMMISSION	450.00
109243	COPS TESTING SERVICE	P&F-PRE-EMPLOYMENT SERVICES	POLICE & FIRE COMMISSION	350.00
109243	COPS TESTING SERVICE	P&F-PRE-EMPLOYMENT SERVICES	POLICE & FIRE COMMISSION	175.00
109243	COPS TESTING SERVICE	P&F-PRE-EMPLOYMENT SERVICES	POLICE & FIRE COMMISSION	450.00
109243	COPS TESTING SERVICE	P&F-PRE-EMPLOYMENT SERVICES	POLICE & FIRE COMMISSION	1,800.00
109243	COPS TESTING SERVICE	P&F-WRITTEN PROMOTION EXAMS	POLICE & FIRE COMMISSION	975.00
109243	COPS TESTING SERVICE	P&F-PRE-EMPLOYMENT SERVICES	POLICE & FIRE COMMISSION	175.00
109243	COPS TESTING SERVICE	ONLINE APPLICATIONS	POLICE & FIRE COMMISSION	1,033.00
Total 109243:				8,208.00
109244	Copy Cat Cleaning Corporation	WINDOW CLEANING INTERIOR/EXTERIOR	LAND & BUILDINGS	600.00
109244	Copy Cat Cleaning Corporation	CLEAN/STRIP/WAX FLOORS *200 S 5TH	PARKS & RECREATION	2,200.00
Total 109244:				2,800.00
109245	D&K GREENFIELD LLC	(300) SHIRTS *VILLAGE WIDE	PRESIDENT & TRUSTEES	3,038.00
Total 109245:				3,038.00
109246	DE LAGE LANDEN FINANCIAL SVCS	COMPLETE CARE PACKAGE IMPACT *JAN	MANAGEMENT INFORMATION SYSTE	23,658.59
Total 109246:				23,658.59
109247	DEARBORN NATIONAL	LIFE INS PREM APRIL 2023	CENTRAL SERVICES	1,948.80
Total 109247:				1,948.80
109248	DEPT.OF CENTRAL MANAGEMENT SV	POL-COMMUNICATION CHARGES	POLICE	978.94
Total 109248:				978.94
109249	DRONE EVENTS LLC	DRONE VIDEOGRAPHY *VILLAGE PRIDE	PRESIDENT & TRUSTEES	350.00
Total 109249:				350.00
109250	Flex	FLEX ONLINE	CENTRAL SERVICES	50.00
Total 109250:				50.00
109251	FOREST PRINTING	NEWSLETTER	VILLAGE MANAGER	5,845.30
Total 109251:				5,845.30
109252	GENE WASHINGTON	P&F-MEETING *04/13/2023	POLICE & FIRE COMMISSION	150.00
Total 109252:				150.00
109253	GLORIA A. CLAY	P&F-MEETING *04/13/2023	POLICE & FIRE COMMISSION	200.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109253:				200.00
109254	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *3/26/2023	VILLAGE MANAGER	4,522.00
109254	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *4/2/2023	VILLAGE MANAGER	4,522.00
Total 109254:				9,044.00
109255	Guardian Alliance Technologies, Inc.	GUARDIAN SOFTWARE PLATFORM PSA M	POLICE	256.00
Total 109255:				256.00
109256	HELEN ROBERTSON	REIMB.PREM LIFE INS POLICY	CENTRAL SERVICES	742.00
Total 109256:				742.00
109257	HINCKLEY SPRINGS	5G DRINKING WATER FOR MPD	POLICE	76.13
Total 109257:				76.13
109258	HOME DEPOT CREDIT SERVICES	FIR-EXT POLES/DROP CLOTHS/ETC	FIRE	278.22
Total 109258:				278.22
109259	ILLINOIS FIRE & POLICE	2023 IFPCA SPRING SEMINAR *J.BREWER	POLICE & FIRE COMMISSION	550.00
Total 109259:				550.00
109260	JAMES T BREWER	P&F-MEETING *04/13/2023	POLICE & FIRE COMMISSION	150.00
Total 109260:				150.00
109261	Jimmy Kifarkis	CONTRACTOR PAYROLL - ELECTRICIAN (4.	CODE ENFORCEMENT	1,200.00
Total 109261:				1,200.00
109262	JOHN WEST	REIMBURSEMENT FOR THE PURCHASE O	PUBLIC WORKS	318.24
Total 109262:				318.24
109263	JUIETTE PAYNE	PHOTOGRAPHY SERVICES *VILLAGE PRID	PRESIDENT & TRUSTEES	950.00
Total 109263:				950.00
109264	Kendall Silas	HOMELAND SECURITY *PAYROLL 4.1.2023	POLICE	576.80
Total 109264:				576.80
109265	KLEIN, THORPE AND JENKINS LTD	LEGAL SVCS *JAN 2023	LAW	30,625.49
109265	KLEIN, THORPE AND JENKINS LTD	LEGAL RETAINER SVCS *JAN 2023	LAW	6,120.00
109265	KLEIN, THORPE AND JENKINS LTD	LEGAL SVCS *FEB 2023	LAW	47,003.29
109265	KLEIN, THORPE AND JENKINS LTD	LEGAL RETAINER SVCS *FEB 2023	LAW	2,660.00
Total 109265:				86,408.78
109266	M.A.B.A.S. DIVISION XX	ANNUAL DUES - MAYWOOD	FIRE	7,000.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109266:				7,000.00
109267	MARCELLUS CASSIUS WELLS	P&F-MEETING *04/13/2023	POLICE & FIRE COMMISSION	150.00
Total 109267:				150.00
109268	MARK DWYER	CONTRACTOR PAYROLL - PLUMBING (4.4.2	CODE ENFORCEMENT	1,000.00
Total 109268:				1,000.00
109269	MAYWOOD EXPRESS	PRISONER MEAL FOR MAR 2023	POLICE	164.50
Total 109269:				164.50
109270	MAYWOOD PUBLIC LIBRARY	PERSONAL PROPERTY TAX*AUG 2021-MA	FINANCE	270,718.72
Total 109270:				270,718.72
109271	MCKESSON MEDICAL-SURGICAL INC	FIR-AUTOMATED DEFIBRILLATOR PADS	FIRE	144.02
109271	MCKESSON MEDICAL-SURGICAL INC	FIR-MEDICAL SUPPLIES	FIRE	121.83
Total 109271:				265.85
109272	MESIROW INSURANCE SERVICES	SURETY BOND *S. KUPTZ	HUMAN RESOURCES	415.00
Total 109272:				415.00
109273	MPC COMMUNICATIONS & LIGHTING	FIR-AMBULANCE 500 STROBE REPAIR	FIRE	144.75
Total 109273:				144.75
109274	NORTH EAST MULTI-REGIONAL	BASIC FIELD TRAINING: OCHOA & NUNEZ	POLICE	510.00
109274	NORTH EAST MULTI-REGIONAL	MEMBERSHIP FEES 07/01/2023 - 06/30/2024	POLICE	4,560.00
Total 109274:				5,070.00
109275	ODP BUSINESS SOLUTIONS LLC	POL - TONER	POLICE	349.98
109275	ODP BUSINESS SOLUTIONS LLC	HR OFFICE SUPPLIES	HUMAN RESOURCES	64.17
109275	ODP BUSINESS SOLUTIONS LLC	HR OFFICE SUPPLIES	HUMAN RESOURCES	59.99
Total 109275:				474.14
109276	READITH ESTER	P&F-MEETING *04/13/2023	POLICE & FIRE COMMISSION	150.00
Total 109276:				150.00
109277	READY REFRESH BY NESTLE	FIN-EQUIPMENT RENTAL	FINANCE	463.74
109277	READY REFRESH BY NESTLE	CLERK EQUIPMENT RENTAL	VILLAGE CLERK	68.85
Total 109277:				532.59
109278	RONALD POWELL DBA	LETTERING/MAGNETS ON NEW CODE ENF	CODE ENFORCEMENT	2,900.00
Total 109278:				2,900.00
109279	SEAWAY SUPPLY COMPANY	FIR-JANITORIAL SUPPLES	FIRE	36.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109279:				36.00
109280	Shannon Latham	CONSULTING SERVICES 4/3/23 - 4/6/23-	COMMUNITY DEVELOPMENT	575.00
Total 109280:				575.00
109281	Soundbytes Auto Spa	POL CAR WASH	POLICE	58.00
Total 109281:				58.00
109282	T.P.I.	CONTRACTOR - PLUMBING/ELECTRICAL -	CODE ENFORCEMENT	4,178.00
Total 109282:				4,178.00
109283	THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTION - 104 S. 5TH AVE.	CODE ENFORCEMENT	43.00
Total 109283:				43.00
109284	TRANS UNION LLC	HR-EMPLOYEE SERVICES	HUMAN RESOURCES	340.00
Total 109284:				340.00
109285	UNIQUE PLUMBING CO	SEWER REPAIRS 2021-2118 S 7TH	WATER & SEWER MAINTENANCE	7,706.00
109285	UNIQUE PLUMBING CO	SEWER REPAIRS 2021 - 2118 S. 7TH	WATER & SEWER MAINTENANCE	12,439.05
109285	UNIQUE PLUMBING CO	SEWER REPAIR 2021 - 2118 S 7TH	WATER & SEWER MAINTENANCE	10,387.25
109285	UNIQUE PLUMBING CO	WATER MAIN BREAK REPAIR 39 LEGION	WATER & SEWER MAINTENANCE	7,679.00
109285	UNIQUE PLUMBING CO	SEWER REPAIR 21ST & BATAAN	WATER & SEWER MAINTENANCE	7,239.00
109285	UNIQUE PLUMBING CO	SEWER REPAIR 21ST & BATAAN	WATER & SEWER MAINTENANCE	10,894.35
109285	UNIQUE PLUMBING CO	SEWER REPAIR 3RD & AUGUSTA	WATER & SEWER MAINTENANCE	8,695.41
109285	UNIQUE PLUMBING CO	SEWER REPAIRS 3RD & AUGUSTA	WATER & SEWER MAINTENANCE	7,859.39
Total 109285:				72,899.45
109286	WESTCHESTER LOCK KEY SVC	SERVICE CALL	POLICE	168.00
Total 109286:				168.00
109287	WIGIT'S TRUCK SERVICE	MAINTENANCE SERVICES ON CODE VEHI	CODE ENFORCEMENT	214.10
Total 109287:				214.10
109288	Woodlake Occupational Health	EMPLOYEE SERVICES	HUMAN RESOURCES	195.00
Total 109288:				195.00
109289	Ryan Davis	DJ AUDIO SERVICES *VILLAGE PRIDE	PRESIDENT & TRUSTEES	300.00
Total 109289:				300.00
109290	STEVEN SIMS	EXPLORER PAY 2/13-3/20203 *MAPS		300.00
Total 109290:				300.00
109291	TAYJAH ARMSTRONG	EXPLORER PAY 2/15-3/22/2023		300.00
Total 109291:				300.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
109292	Aaliyah Bell	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109292:				300.00
109293	Aaron Malik Stapleton	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109293:				300.00
109294	ACCONTEMPS	SERVICE WEEK 4/21 *M.MIDDLETON	FINANCE	1,769.00
Total 109294:				1,769.00
109295	Alexis Munoz	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109295:				300.00
109296	Ameir Jayden Cortez Gaston	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		270.00
Total 109296:				270.00
109297	AMERICAN RECYCLING & DISPOSAL	SEWER WASTE DISPOSAL	WATER & SEWER MAINTENANCE	1,322.64
Total 109297:				1,322.64
109298	Angelique Torres	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		190.00
Total 109298:				190.00
109299	ANIMAL WELFARE LEAGUE	ANIMAL IMPOUNDMENT	CODE ENFORCEMENT	1,020.00
Total 109299:				1,020.00
109300	Art Crafts Printers, Inc.	LABELS/PERMITS	CODE ENFORCEMENT	455.00
Total 109300:				455.00
109301	ASSOCIATED TECHNICAL SERVICE	EMERGENCY LEAK DETECTION SERVICES	WATER & SEWER MAINTENANCE	940.00
Total 109301:				940.00
109302	BELLWOOD ELECTRIC MOTORS INC.	REPAIRED PUMP @ THE PUMP STATION	PUMP STATION OPERATIONS	1,250.00
109302	BELLWOOD ELECTRIC MOTORS INC.	PUMP STATION INSTALLED PUMP MOTOR	PUMP STATION OPERATIONS	2,200.00
Total 109302:				3,450.00
109303	BLUE CROSS BLUE SHIELD	HEALTH DENTAL INS MAY 2023	CENTRAL SERVICES	32,597.26
Total 109303:				32,597.26
109304	BRIAN DANIELS	EGR TUBE SEAL FOR UNIT 108	POLICE	119.03
Total 109304:				119.03
109305	Broadview Hardware	DRILL KIT	PUBLIC WORKS	329.99
Total 109305:				329.99
109306	Buckeye Power Sales Co. Inc.	GENERATOR REPAIRS @ PUMP STATION	PUMP STATION OPERATIONS	1,100.40

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109306:				1,100.40
109307	Bush Lawn Service Corporation	CLEAN UP/CUTTING WEEDS - 2128 S. 11TH	CODE ENFORCEMENT	2,350.00
Total 109307:				2,350.00
109308	Byron T Lindsay Jr	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109308:				300.00
109309	Charles Barry	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		220.00
Total 109309:				220.00
109310	Chase Galloway	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109310:				300.00
109311	Christopher Michael Penro	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		270.00
Total 109311:				270.00
109312	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	110.00
109312	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	110.00
109312	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	110.00
Total 109312:				330.00
109313	COMCAST	POL-INTERNET SVC 4/12-5/11	CENTRAL SERVICES	679.44
Total 109313:				679.44
109314	COMCAST	PUMP STATION PHONE/INTERNET 3/07/23-	CENTRAL SERVICES	236.11
Total 109314:				236.11
109315	COMCAST CABLE	ACCT #8771 20 001 0005151 4/4-5/3	CENTRAL SERVICES	21.10
Total 109315:				21.10
109316	COMED #0031163443	ELECTRIC SERVICE 410 MAIN 3/13/23-4/11/	PUBLIC WORKS	2,268.72
Total 109316:				2,268.72
109317	COMED #0277784031	ELECTRIC SERVICE 615 S 5TH 3/10/23-4/10	MOTOR FUEL TAX	838.24
Total 109317:				838.24
109318	COMED #5653018024	STREETLIGHTS 224 N 1ST 3/10/23-4/10/23	MOTOR FUEL TAX	1,484.82
Total 109318:				1,484.82
109319	CORE & MAIN LP	OMNI 2" & 3" METERS	WATER & SEWER MAINTENANCE	3,533.00
109319	CORE & MAIN LP	OMNI 2" & 3" METERS	WATER & SEWER MAINTENANCE	3,533.00
109319	CORE & MAIN LP	OMNI 2" & 3" METER	WATER & SEWER MAINTENANCE	3,533.00
109319	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	1,290.00
109319	CORE & MAIN LP	3/4" METERS	WATER & SEWER MAINTENANCE	2,864.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
109319	CORE & MAIN LP	IPERL 5/8" METERS & 1/2" METER COUPLI	WATER & SEWER MAINTENANCE	4,008.00
109319	CORE & MAIN LP	OMNI 1.5 " METERS	WATER & SEWER MAINTENANCE	2,580.00
109319	CORE & MAIN LP	510M S/POINT M2 WIRED	WATER & SEWER MAINTENANCE	152.54
109319	CORE & MAIN LP	510M S/POINT M2 WIRED	WATER & SEWER MAINTENANCE	3,780.00
109319	CORE & MAIN LP	510M S/POINT M2 WIRED	WATER & SEWER MAINTENANCE	3,780.00
109319	CORE & MAIN LP	OMNI 1.5"METER KIT	WATER & SEWER MAINTENANCE	359.00
Total 109319:				29,412.54
109320	Culture Amp	CULTURE AMP PLATFORM	HUMAN RESOURCES	3,375.00
Total 109320:				3,375.00
109321	Daniel Starr Wells	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109321:				300.00
109322	Davion Williams	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		140.00
Total 109322:				140.00
109323	DELL BUSINESS CREDIT	NEW LAP FOR CODE SUPERINTENDENT	CODE ENFORCEMENT	2,097.68
Total 109323:				2,097.68
109324	Demari Tyshaun Hill	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109324:				300.00
109325	Denise Carrillo	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109325:				300.00
109326	Dionte Robinson	HOMELAND SECURITY ADMIN 3/27-4/21/20		1,200.00
Total 109326:				1,200.00
109327	Dojuan Bernard Brown II	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109327:				300.00
109328	Domonique Watson	PROGRAM DIRECTOR 4/10-4/22/2023		680.00
Total 109328:				680.00
109329	Donovan Green	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		240.00
Total 109329:				240.00
109330	DOOR SYSTEMS, INC.	SERVICE FOR EAST & WEST GARAGE DO	PUBLIC WORKS	947.71
Total 109330:				947.71
109331	ENTENMANN-ROVIN CO	BADGES - SHEMI	POLICE	159.25
Total 109331:				159.25
109332	Eric Coleman	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109332:				300.00
109333	FAUST, INC.	POL-107 SIREN NOT WORKING PROPERLY	POLICE	162.50
Total 109333:				162.50
109334	FLEET SERVICES	FUEL *PW	PUBLIC WORKS	9,407.98
Total 109334:				9,407.98
109335	Franzen Plumbing	UNCLOGED URINALS @ PD	PUBLIC WORKS	374.00
109335	Franzen Plumbing	ROD OUT DRAINS IN GARAGE	WATER & SEWER MAINTENANCE	1,685.00
Total 109335:				2,059.00
109336	GEORGE GARMIN	DRYWALL, TILE & PAINTING SERVICES @	PUBLIC WORKS	600.00
Total 109336:				600.00
109337	HINCKLEY SPRINGS	WATER & CUP EQUIPMENT RENTAL	CODE ENFORCEMENT	11.99
109337	HINCKLEY SPRINGS	WATER & CUP EQUIPMENT RENTAL	COMMUNITY DEVELOPMENT	173.03
Total 109337:				185.02
109338	HOME DEPOT CREDIT SERVICES	FIR-C BATTERIES FOR ON BOARD EQUIPM	FIRE	29.27
109338	HOME DEPOT CREDIT SERVICES	FIR-BEDROOM SPACE HEATER	FIRE	199.90
109338	HOME DEPOT CREDIT SERVICES	FIR-PORTABLE HEATER	FIRE	108.90
109338	HOME DEPOT CREDIT SERVICES	FIR-PORTABLE HEATER	FIRE	152.90
Total 109338:				490.97
109339	INTOXIMETERS INC	POL-DRY GAS	POLICE	170.75
Total 109339:				170.75
109340	Isaac Blount	HOMELAND SECURITY ADMIN 3/27-4/21/20		1,200.00
Total 109340:				1,200.00
109341	Isaiah Dunlap	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109341:				300.00
109342	Jamiere Winston	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		190.00
Total 109342:				190.00
109343	Janiya Freeman	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109343:				300.00
109344	Jenna Somerville	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		270.00
Total 109344:				270.00
109345	JKS VENTURES, INC.	GRADE 8 LIMESTONE & 3/4 LIMESTONE	MOTOR FUEL TAX	1,671.00
109345	JKS VENTURES, INC.	PW-3/4 LIMESTONE	MOTOR FUEL TAX	3,285.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109345:				4,956.00
109346	Jocelyn Rodriguez	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109346:				300.00
109347	Kamaren Moore	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		80.00
Total 109347:				80.00
109348	Kamaria Griffin	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109348:				300.00
109349	Kamaya Campbell	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		300.00
Total 109349:				300.00
109350	Keonna Washington	FLOOD CONTROL PROGRAM	WATER & SEWER MAINTENANCE	1,750.00
Total 109350:				1,750.00
109351	KMB FACILITY SERVICES	POWERWASH DETENTION CENTER	LAND & BUILDINGS	1,980.00
Total 109351:				1,980.00
109352	Latonya Williams	EXPLORER PAY 3/27-4/21/2023		610.00
Total 109352:				610.00
109353	LEDONNE TRUE VALUE HARDWARE	MARKING PAINT	WATER & SEWER MAINTENANCE	44.95
109353	LEDONNE TRUE VALUE HARDWARE	STIHL SAW, SAW CHAIN & PRUNER	PUBLIC WORKS	621.93
109353	LEDONNE TRUE VALUE HARDWARE	PURCHASE OF OIL	PUBLIC WORKS	50.87
Total 109353:				717.75
109354	Linda Johnson	PROGRAM COORDINATOR 3/27-4/21/2023		1,500.00
Total 109354:				1,500.00
109355	LRS Holdings, LLC	FINANCE CHARGE	PUBLIC WORKS	6.75
109355	LRS Holdings, LLC	WASTE DISPOSAL	PUBLIC WORKS	1,290.80
Total 109355:				1,297.55
109356	Mackenzie Godwin	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		270.00
Total 109356:				270.00
109357	Mathew Jaison	ESCROW RELEASE 523 LAKE ST		48,070.00
Total 109357:				48,070.00
109358	Melvina Taylor	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		220.00
Total 109358:				220.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
109359	MENARDS	MAINTENANCE SUPPLIES	PUBLIC WORKS	225.89
Total 109359:				225.89
109360	MidStates Organized Crime Info. Cntr.	MOCIC MEMBERSHIP FEES FOR FTO	POLICE	250.00
Total 109360:				250.00
109361	Monica Penro	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		50.00
Total 109361:				50.00
109362	MORELIA AUTO SALES INC.	POL - TIRE PLUG	POLICE	15.00
Total 109362:				15.00
109363	Morris Walker	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		160.00
Total 109363:				160.00
109364	Niaya Chisolm	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		250.00
Total 109364:				250.00
109365	NICOR GAS 02-24-58-0000 4	GAS SERVICE-9TH WILCOX 1/13/23-2/13/23	PUMP STATION OPERATIONS	2,267.50
Total 109365:				2,267.50
109366	NICOR GAS #6708165415 3	410 MAIN GAS SERVICE 1/17/23-2/14/23	PUBLIC WORKS	193.06
Total 109366:				193.06
109367	NORTH EAST MULTI-REGIONAL	CLOSE QTR HANDGUN SKILLS: FUQUA	POLICE	300.00
Total 109367:				300.00
109368	ODP BUSINESS SOLUTIONS LLC	HR OFFICE SUPPLIES	HUMAN RESOURCES	186.49
109368	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	CODE ENFORCEMENT	206.36
109368	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	CODE ENFORCEMENT	37.29
Total 109368:				430.14
109369	PEP BOYS	POL-VEHICLE REPAIRS	POLICE	8,766.52
109369	PEP BOYS	POLICE VEHICLE MAINT	POLICE	983.15
Total 109369:				9,749.67
109370	PITNEY BOWES	EQUIPMENT RENTAL 08/30-11/29/2022	FINANCE	886.65
Total 109370:				886.65
109371	PROCHAMPS	14 FORECLOSURE/3 VACANT REGISTRATI	CORPORATE	2,183.50
Total 109371:				2,183.50
109372	PURCHASE POWER	POSTAGE REPLENISHMENT APR *POLICE	POLICE	1,399.84

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109372:				1,399.84
109373	QUILL CORPORATION	CASHIER-OFFICE SUPPLIES	WATER COLLECTIONS	184.95
109373	QUILL CORPORATION	WATER-OFFICE SUPPLIES	WATER COLLECTIONS	174.90
109373	QUILL CORPORATION	FIN-OFFICE SUPPLIES	FINANCE	132.72
109373	QUILL CORPORATION	FIN-OFFICE SUPPLIES	FINANCE	51.98
Total 109373:				544.55
109374	RAMROD DISTRIBUTORS, INC	JANITORIAL SUPPLIES	LAND & BUILDINGS	1,670.70
109374	RAMROD DISTRIBUTORS, INC	JANITORIAL SUPPLIES	LAND & BUILDINGS	458.26
Total 109374:				2,128.96
109375	ROYAL PIPE & SUPPLY CO	SLOAN REPAIR KIT	WATER & SEWER MAINTENANCE	35.30
Total 109375:				35.30
109376	Shaneata Y Trotter	PROGRAM COORDINATOR 3/27-4/21/2023		1,500.00
Total 109376:				1,500.00
109377	Shannovia Walker	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		210.00
Total 109377:				210.00
109378	Sheron Stingley	PROGRAM DIRECTOR 4/10-4/22/2023		680.00
Total 109378:				680.00
109379	Shorewood Home & Auto Inc.	SERVICE ON JOHN DEERE QUICKTRAK	LAND & BUILDINGS	1,409.28
109379	Shorewood Home & Auto Inc.	MAINTENANCE ON JOHN DEERE GAS MID	LAND & BUILDINGS	804.19
Total 109379:				2,213.47
109380	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	CODE ENFORCEMENT	350.28
109380	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	CODE ENFORCEMENT	162.18
109380	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	FINANCE	499.48
109380	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	FINANCE	638.05
109380	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	POLICE	663.90
109380	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	CODE ENFORCEMENT	350.28
109380	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	POLICE	132.78
109380	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	CODE ENFORCEMENT	188.14
109380	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	POLICE	132.78
109380	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	CODE ENFORCEMENT	256.97
109380	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	POLICE	190.57
Total 109380:				3,565.41
109381	South West Industries, Inc.	ELEVATOR TESTING *200 S 5TH	PARKS & RECREATION	596.00
Total 109381:				596.00
109382	STAPLES ADVANTAGE	POL-OFFICE SUPPLIES	POLICE	197.79
Total 109382:				197.79

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
109383	Stephanie Johnson	PROGRAM DIRECTOR 4/10-4/22/2023		680.00
Total 109383:				680.00
109384	Sydney Marie Richardson	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		220.00
Total 109384:				220.00
109385	Tereon Richardson	EXPLORER PAY 3/6-4/14/2023 *MAPS JUNI		190.00
Total 109385:				190.00
109386	T-Mobile USA	LAPTOP/PHONE BILL FOR CODE ENFORC	CODE ENFORCEMENT	310.05
109386	T-Mobile USA	MOBILE INTERNET *CODE	CODE ENFORCEMENT	131.48
109386	T-Mobile USA	MOBILE INTERNET *CODE	CODE ENFORCEMENT	82.68
109386	T-Mobile USA	MOBILE INTERNET *CODE	CODE ENFORCEMENT	91.15
109386	T-Mobile USA	MOBILE INTERNET *CODE	CODE ENFORCEMENT	103.35
Total 109386:				718.71
109387	TONY'S LAWNMOWER	CHAINS FOR EQUIPMENT	PUBLIC WORKS	53.97
109387	TONY'S LAWNMOWER	SERVICE ON MTD LAWNMOWER	LAND & BUILDINGS	133.61
Total 109387:				187.58
109388	UNIQUE PLUMBING CO	SEWER REPAIR 3RD & AUGUSTA	WATER & SEWER MAINTENANCE	3,846.70
Total 109388:				3,846.70
109389	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS *A. BROOKS	FIRE	340.45
Total 109389:				340.45
109390	Vincent Jones	PROGRAM COORDINATOR 3/27-4/21/2023		1,500.00
Total 109390:				1,500.00
109391	WEST CENTRAL MUNICIPAL	EAP FOR 2023	HUMAN RESOURCES	3,631.41
Total 109391:				3,631.41
109392	WIGIT'S TRUCK SERVICE	PM TRUCK REPLACE GREASE FITTINGS &	PUMP STATION OPERATIONS	964.66
109392	WIGIT'S TRUCK SERVICE	236 REPAIR PLOW INSTALL NEW WIRE LO	LAND & BUILDINGS	1,710.38
109392	WIGIT'S TRUCK SERVICE	WIPER BLADES & ENGINE OIL	PUBLIC WORKS	84.68
109392	WIGIT'S TRUCK SERVICE	INSTALL CHLORIDE SYSTEM ON TRUCK	WATER & SEWER MAINTENANCE	4,879.39
109392	WIGIT'S TRUCK SERVICE	REPAIR HOPPER, SPINNER PLOW ETC.	WATER & SEWER MAINTENANCE	1,557.79
109392	WIGIT'S TRUCK SERVICE	PM UNIT REPAIR DIFFO LEAK	LAND & BUILDINGS	2,682.98
109392	WIGIT'S TRUCK SERVICE	INSTALL NEW CHAINS & CUTTER WELD PL	LAND & BUILDINGS	2,048.87
109392	WIGIT'S TRUCK SERVICE	240N REPAIR SPREADER,INSTALL SENSO	PUBLIC WORKS	4,251.77
109392	WIGIT'S TRUCK SERVICE	238 CHECK LEVELS RESET PLOW SETTIN	PUBLIC WORKS	290.59
109392	WIGIT'S TRUCK SERVICE	ELGIN SWEEPER REPLACE BRUSHES, AD	PUBLIC WORKS	298.88
109392	WIGIT'S TRUCK SERVICE	227 REPAIR WATER HOSE ON TANK	WATER & SEWER MAINTENANCE	564.01
Total 109392:				19,334.00
109393	Xavier Doyle	HOMELAND SECURITY ADMIN 3/27-4/21/20		1,300.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109393:				1,300.00
109394	AMERICAN RECYCLING & DISPOSAL	SEWER WASTE DISPOSAL	WATER & SEWER MAINTENANCE	5,188.49
Total 109394:				5,188.49
109395	AUTOZONE	WIPER BLADES	COMMUNITY DEVELOPMENT	55.58
Total 109395:				55.58
109396	COOK COUNTY CLERK	RECORDING OF DEEDS - 2108922013	LAW	352.00
Total 109396:				352.00
109397	DRIVEN FENCE, INC	6' PANEL CONTRACT EXTENSION 6/9-12/9/	TIF ADMINISTRATION	310.44
Total 109397:				310.44
109398	FRANLIN BRONZE PLAQUES	7"X5" OVAL BRONZE PLAQUE	SPECIAL EVENT REVENUE	317.90
Total 109398:				317.90
109399	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT	27.58
Total 109399:				27.58
109400	PETTY CASH	REIMB. MEETING SUPPLIES *A.SMITH	SPECIAL EVENT REVENUE	51.70
Total 109400:				51.70
109401	A-1 Cutting Edge Landscaping	CLEAN-UP/LANDSCAPING - 1305 S. 9TH AV	CODE ENFORCEMENT	1,500.00
109401	A-1 Cutting Edge Landscaping	CLEAN-UP/LANDSCAPING - 611 S. 13TH AV	CODE ENFORCEMENT	2,000.00
109401	A-1 Cutting Edge Landscaping	CLEAN-UP/LANDSCAPING - 1608 MADISON	CODE ENFORCEMENT	1,900.00
Total 109401:				5,400.00
109402	AA RENTAL CENTER	PORTABLE URINAL RENTAL *HPC WIDOWS	SPECIAL EVENT REVENUE	260.00
Total 109402:				260.00
109403	ACCONTEMPS	SERVICE WEEK 4/28 *M.MIDDLETON	FINANCE	1,769.00
Total 109403:				1,769.00
109404	ACCUTRON	REIMB.MISC COMPUTER EQUIPMENT	MANAGEMENT INFORMATION SYSTE	1,147.87
Total 109404:				1,147.87
109405	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 4/17-4/28/2023	POLICE & FIRE COMMISSION	800.00
Total 109405:				800.00
109406	ALPHA PRIME COMMUNICATIONS	FIR-RADIO ANTENNAS AND CHARGER REP	FIRE	493.00
Total 109406:				493.00
109407	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	420.80

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109407:				420.80
109408	Armand Advertising LLC.	FIR-FIRE SAFETY EDUCATION MATERIALS	FIRE	583.47
Total 109408:				583.47
109409	BROADVIEW TRUE VALUE HARDWAR	FIR- 3" TEST PLUG	FIRE	8.99
109409	BROADVIEW TRUE VALUE HARDWAR	FIR--BUILDING HARDWARE	FIRE	12.99
Total 109409:				21.98
109410	Camiros, LTD	ZONING UPDATES RE: MORATORIUM	TIF ADMINISTRATION	870.00
Total 109410:				870.00
109411	D&K GREENFIELD LLC	EMBROIDERED PRINTING SVC	PRESIDENT & TRUSTEES	75.00
Total 109411:				75.00
109412	GEM ELECTRIC SUPPLY INC	FIR-BULBS	FIRE	82.50
Total 109412:				82.50
109413	GENE WASHINGTON	P&F-MEETING *04/27/2023	POLICE & FIRE COMMISSION	150.00
Total 109413:				150.00
109414	Globe Life Liberty National Division	PAYROLL DEDUCTIONS MAY 2023		7,151.89
Total 109414:				7,151.89
109415	GLORIA A. CLAY	P&F-MEETING *04/27/2023	POLICE & FIRE COMMISSION	200.00
Total 109415:				200.00
109416	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *4/09/23	VILLAGE MANAGER	4,522.00
109416	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *4/16/23	VILLAGE MANAGER	4,522.00
Total 109416:				9,044.00
109417	GRAPHIC ARTS SERVICES, INC.	FLYERS, YARD SIGNS AND BANNERS	SPECIAL EVENT REVENUE	380.00
Total 109417:				380.00
109418	HILDEBRAND SPORTING GOODS	MPD PEER SUPPORT PLAQUE L. OCHOA	POLICE	220.00
Total 109418:				220.00
109419	HINCKLEY SPRINGS	5G DRINKING WATER FOR MPD	POLICE	135.52
Total 109419:				135.52
109420	HOUSE OF DOORS INC	FIR-GARAGE DOOR REPAIRS STATION 1	FIRE	594.00
Total 109420:				594.00
109421	IMPERIAL REALTY COMPANY	ANTENNA LEASE MAY 1, 2023 - APRIL 30, 2	POLICE	250.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109421:				250.00
109422	JAMES T BREWER	P&F-MEETING *04/27/2023	POLICE & FIRE COMMISSION	150.00
Total 109422:				150.00
109423	Jimmy Kifarkis	CONTRACTOR - ELECTRICIAN (4/18-4/27/20	CODE ENFORCEMENT	1,200.00
Total 109423:				1,200.00
109424	JOE RIZZA FORD	PURCHASE 4 OF 5 *2023 FORD MAVERICK	CODE ENFORCEMENT	27,455.26
Total 109424:				27,455.26
109425	LASONDRA BANKS	REIMB.COMMUNITY ENGAGEMENT ACTIVI	PRESIDENT & TRUSTEES	88.33
Total 109425:				88.33
109426	LINDA GANT	REIMB.PAYROLL DEDUCTIONS/INS	HUMAN RESOURCES	840.88
Total 109426:				840.88
109427	LRS Holdings, LLC	GARBAGE PICK UP *FEB 2023	WATER COLLECTIONS	132,823.83
109427	LRS Holdings, LLC	GARBAGE PICK UP *MAR 2023	WATER COLLECTIONS	136,091.86
109427	LRS Holdings, LLC	WASTE DISPOSAL	PUBLIC WORKS	7,963.32
Total 109427:				276,879.01
109428	MARCELLUS CASSIUS WELLS	P&F-MEETING *04/27/2023	POLICE & FIRE COMMISSION	150.00
Total 109428:				150.00
109429	MARK DWYER	CONTRACTOR - PLUMBER (4/5-4/27/2023)	CODE ENFORCEMENT	1,000.00
Total 109429:				1,000.00
109430	NORTH EAST MULTI-REGIONAL	FRONTLINE LEADERSHIP FOR POLICE SU	POLICE	80.00
Total 109430:				80.00
109431	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	CODE ENFORCEMENT	15.49
109431	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT	387.24
109431	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT	33.69
109431	ODP BUSINESS SOLUTIONS LLC	CHAIR MAT	COMMUNITY DEVELOPMENT	72.19
109431	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT	295.22
Total 109431:				803.83
109432	Presto Promos LLC	DOG TAG PROMOTIONS	POLICE	1,100.75
109432	Presto Promos LLC	MPD PROMOTIONS	POLICE	863.50
109432	Presto Promos LLC	MPD PROMOTIONS	POLICE	1,124.50
Total 109432:				3,088.75
109433	READITH ESTER	P&F-MEETING *04/27/2023	POLICE & FIRE COMMISSION	150.00
109433	READITH ESTER	REFUND SENIOR SNOW REMOVAL *R.EST	CORPORATE	100.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109433:				250.00
109434	STAPLES ADVANTAGE	POL-OFFICE SUPPLIES	POLICE	431.69
Total 109434:				431.69
109435	SWEET POTATOE PATCH CHICAGO	MEALS FOR EXPLORER PARTICIPANTS		13,520.00
Total 109435:				13,520.00
109436	TAPPED IN INC	DOWN PAYMENT *ELECTRICAL SVCS	MANAGEMENT INFORMATION SYSTE	4,547.50
Total 109436:				4,547.50
109437	TRITON COLLEGE	ANNUAL GOLF OUTING	PRESIDENT & TRUSTEES	350.00
Total 109437:				350.00
109438	VCG UNIFORM/CARLSON MURRAY	FIR-UINIFORMS * M. FURTAK	FIRE	61.90
109438	VCG UNIFORM/CARLSON MURRAY	FIR- UNIFORMS *M. NOTO	FIRE	73.70
109438	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS *M. BOYLAND	FIRE	177.90
109438	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS *P. TIERNEY	FIRE	115.90
109438	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS *D. MCDOWELL	FIRE	55.45
109438	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS * D. ROSZAK	FIRE	336.45
109438	VCG UNIFORM/CARLSON MURRAY	FIRE-UNIFORMS *P. TIERNEY	FIRE	30.00
109438	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS * A. SZEWCZYK	FIRE	199.90
109438	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS * D. WADE	FIRE	225.35
109438	VCG UNIFORM/CARLSON MURRAY	FIR-*K. ROSS	FIRE	350.00
Total 109438:				1,626.55
109439	WALTER DUNCAN	REIMB. CODE OFFICERS EQUIPMENT	CODE ENFORCEMENT	66.47
Total 109439:				66.47
109440	WIGIT'S TRUCK SERVICE	FIR-AMBULANCE 500 POWER STEERING A	FIRE	3,334.18
109440	WIGIT'S TRUCK SERVICE	INVOICE SHORT PAID CK #108030	PUBLIC WORKS	125.00
109440	WIGIT'S TRUCK SERVICE	SHORT PAY CHECK #108807	PUBLIC WORKS	500.00
Total 109440:				3,959.18
109441	CUBE SMART	STORAGE RENTAL FOR CHRISTMAS DECO	PUBLIC WORKS	198.84
Total 109441:				198.84
109442	Monika Jones	REIMB. OFFICE DECOR	FINANCE	110.49
Total 109442:				110.49
109443	TENEISHA SMITH	VACATION PAYOUT 4/21/2023	WATER COLLECTIONS	1,031.37
Total 109443:				1,031.37
109444	WESTCHESTER LOCK KEY SVC	SERVICE CALL	POLICE	5,063.00
Total 109444:				5,063.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
109445	TENEISHA SMITH	PAYROLL/VACATION PAYOUT 4/21/2023	WATER COLLECTIONS	954.97
Total 109445:				954.97
109446	GEORGE EDUCATION SERVICES LLC	CITIES ADDRESSING FEES & FINES *CAFF	VILLAGE MANAGER	1,500.00
Total 109446:				1,500.00
Grand Totals:				2,765,596.74

VILLAGE OF MAYOOD

Warrant List #200537 through May 11, 2023

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

GreenTown Climate & Equity

June 22, 2023 | Triton College in West Suburban Cook County

The climate crisis, social equity and economic development are all upon us—addressing these three issues are crucial for our planet and our region. GreenTown is an experience designed to help create healthy, sustainable communities.

Since 2007, GreenTown has connected the dots between public and private sectors. Attendees hear from inspiring speakers, learn from been-there case studies and discuss actionable steps to address climate change, economic development and social equity in our communities.

By focusing on environmental effectiveness, economic development and social equity, GreenTown provides inspiration, fosters aspiration and drives innovation through action plans.

At GreenTown, everyone from mayors to residents, real estate developers to students, gather to learn, network and implement strategies for success. The aim: create a healthy and vibrant West Suburban Cook County.

Your sponsorship will be seen by decision makers at municipalities, park districts, hospitals, colleges, universities and elsewhere in the public sector; and among architects, landscape architects, planners, developers, builders, re-modelers and more. This is a terrific opportunity to position your company or organization as a leader in sustainability.

BENEFITS

Help develop a sustainability plan for the region

Increased awareness of your sustainability products and services

Opportunity to connect with key customers and prospects

Opportunity to position your company or organization as a leader in shaping our region's future

PRODUCED BY

a5 Branding & Digital



IN PARTNERSHIP WITH

- The Village of Broadview
- The Village of Maywood
- The Village of Oak Park
- The Village of River Forest

CORE TEAM

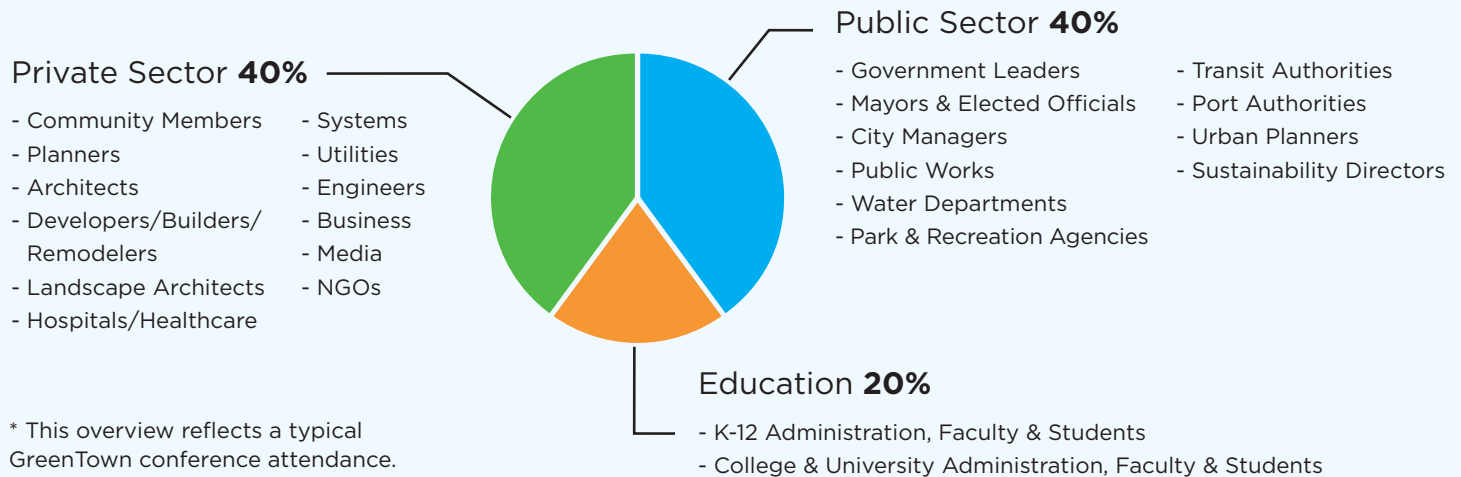
- Gary Cuneen, Seven Generations Ahead
- John Harris, a5 Branding & Digital
- Erica Helms, Sustainability Intern, Village of Oak Park
- Marcella Bondie, Sustainability Coordinator, Village of Oak Park
- Darnell Johnson, CEO, Urban Efficiency Group
- Katrina Thompson, Mayor, Village of Broadview
- Vicki Scaman, President, Village of Oak Park
- Cathy Adduci, President, Village of River Forest
- Nathaniel Booker, Mayor, Village of Maywood
- Eric Simon, President, River Forest Sustainability Commission
- Lisa Gillis, Trustee, Village of River Forest
- Diana Vargas, Program Specialist, Ameresco
- Katie Kaluzny, Deputy Director, Illinois Green Alliance

GreenTown Snapshot

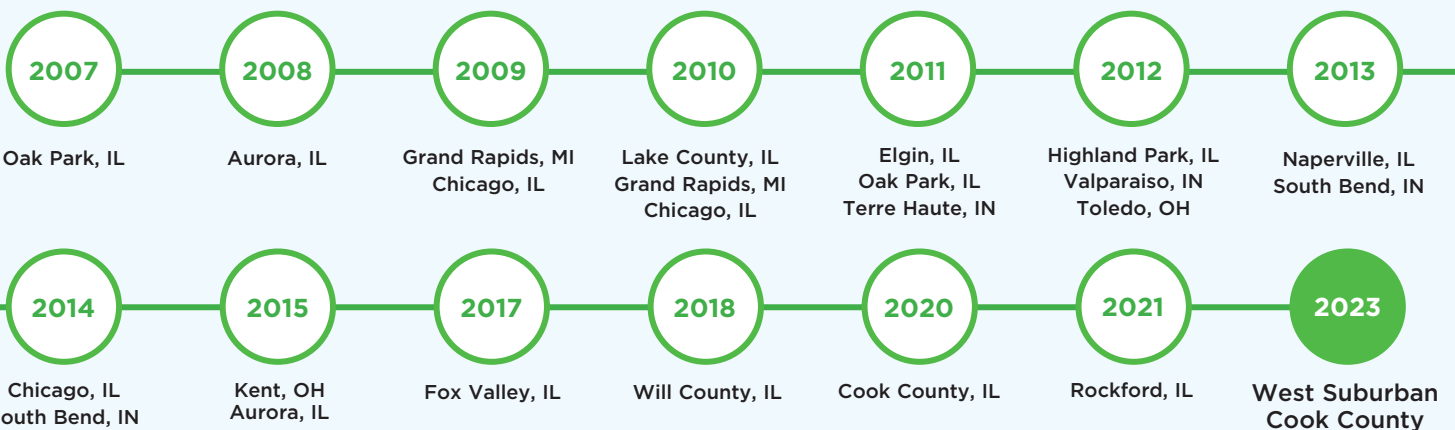
The climate crisis is here. Its impact is global AND local. Extreme weather events cause flooding and destruction. Water quality, food production, shoreline erosion and so many more issues adversely impact people and the planet.

GreenTown is an experience designed to help create healthy, sustainable communities. Since 2007, GreenTown has connected the dots between the public and private sectors. Attendees hear from inspiring speakers, learn from been-there case studies and discuss actionable steps to address climate change, economic development and social equity in our communities.

PARTICIPANTS*



GREENTOWN THROUGH THE YEARS



GreenTown Snapshot

Each GreenTown is customized to the needs of the host community or communities. GreenTown 2023 will:

- Engage hundreds of participants from the Chicagoland area.
- Develop and implement a sustainability plan which is holistic, thoughtfully designed and persistently implemented.
- Produce a GreenTown experience, with engaging events leading up to GreenTown, that involves the community to create change and a sustainable region.

Topics will include:

- Renewable energy
- Funding and resources for social equity for communities of color and low-income residents
- Local food and waste
- Health and the outdoors
- Transportation
- Revitalizing neighborhoods
- Land and water

Outcomes will include:

- Networks promoting sustainability in a region
- Community sustainability plans
- Initiatives that advance sustainability

SPEAKERS HAVE INCLUDED



Pete Buttigieg

GreenTown Michiana, 2013

Former Mayor of South Bend, Indiana, United States Secretary of Transportation



William McDonough

GreenTown Oak Park, 2007

Architect, Advisor, Designer and Author of *Cradle to Cradle*



Toni Preckwinkle

GreenTown Cook County, 2020

President of the Cook County Board of Commissioners

GreenTown 2023



INVESTMENT LEVELS

Below are the sponsorship investment levels and opportunities. Packages are customizable to meet your needs. Please contact us to discuss your desired package and benefits.

- **Presenting Lead Sponsor**
\$10,000
- **Community Lead Sponsor**
\$5,000
- **Core Sponsor**
\$2,500
- **Leadership Sponsor**
\$1,000
- **Non-Profit Sponsor**
\$250
- **Government Sponsor**
Level A: \$1,500
Level B: \$500
- **Elected Officials Breakfast**
Level A: \$5,000

GreenTown 2023

Presenting Lead Sponsor

Investment: \$10,000

Pre-Event Benefits

- Seat on the GreenTown 2023 advisory committee
- Six invitations to Elected Officials Breakfast
- Primary placement of logo and company name in all GreenTown promotions and on event website
- Marketed to thousands of potential attendees throughout the region through e-marketing, websites, e-postcards, direct mail, advertising and area festivals
- Promotion through posting to social media
- Logo and link on event website sponsor page
- Custom e-invite for use with your distribution list
- Distribution of customized e-mail to mayors, council members, municipal and county elected officials, city managers, associations and other potential attendees across the region
- Placement of electronic ad on GreenTown website
- Seat on GreenTown 2023 Steering Committee

Event Benefits

- Exclusive sponsorship; only one available
- Dedicated signage with logo and name
- Primary placement of dedicated signage in event area
- Primary placement of logo and/or name on all GreenTown event signage
- Introductions to key participants and guests
- Participate in welcoming remarks
- Recognition from the podium during GreenTown event
- Logo and company name in event program (assumes design parameters permit)
- Exhibit opportunity (for use with literature, premiums and similar)

Post-Event Benefits

- Access to conference registrant lists, including e-mail addresses for both events
- Mention in post-conference attendee thank you e-mail

Six complimentary registrations

GreenTown 2023

Community Lead Sponsor

Investment: \$5,000

Pre-Event Benefits

- Seat on the GreenTown 2023 advisory committee
- Four invitations to Elected Officials Breakfast
- Primary placement of logo and company name in all GreenTown promotions and on event website
- Marketed to thousands of potential attendees throughout the region through e-marketing, websites, e-postcards, direct mail, advertising and area festivals
- Promotion through posting to social media
- Logo and link on event website sponsor page
- Custom e-invite for use with your distribution list
- Distribution of customized e-mail to mayors, council members, municipal and county elected officials, city managers, associations and other potential attendees across the region
- Placement of electronic ad on GreenTown website

Event Benefits

- Exclusive sponsorship; only three available
- Dedicated signage with logo and name
- Primary placement of logo and/or name on all GreenTown event signage
- Introductions to key participants and guests
- Recognition from the podium during GreenTown event
- Logo and company name in event program (assumes design parameters permit)
- Exhibit opportunity (for use with literature, premiums and similar)

Post-Event Benefits

- Access to conference registrant lists, including e-mail addresses for both events
- Mention in post-conference attendee thank you e-mail

Four complimentary registrations

GreenTown 2023

Core Sponsor

Investment: \$2,500

Pre-Event Benefits

Limited availability

Placement of logo and company name in all GreenTown promotions and on event website

Marketed to thousands of potential attendees throughout the region through e-marketing, websites, e-postcards, direct mail, advertising and area festivals

Logo and link on event website sponsor page

Promotion through social media

Event Benefits

Placement of logo and/or name on all GreenTown event signage

Networking opportunities during GreenTown event

Logo and company name in event program (assumes design parameters permit)

Post-Event Benefits

Mention in post-conference attendee thank you e-mail

Two complimentary registrations

GreenTown 2023

Leadership Sponsor

Investment: \$1,000

Pre-event benefits:

- Placement of logo and company name in all GreenTown promotions and on event website
- Marketed to thousands of potential attendees throughout the region through e-marketing, websites
- Logo and link on event website sponsor page
- Promotion through social media

Event Benefits

- Placement of logo and/or name on all GreenTown event signage
- Networking opportunities during GreenTown event
- Logo and company name in event program (assumes design parameters permit)

Post-event benefits:

- Mention in post-conference attendee thank you email

One complimentary registration

GreenTown 2023

Non-Profit Sponsor

Investment: \$250

Non-profit sponsor level available to 501 (c) (3) organizations.

Pre-event benefits:

Placement of logo and company name in all GreenTown promotions and on event website

Marketed to thousands of potential attendees throughout the region through e-marketing, websites, e-postcards, direct mail, advertising and area festivals

Logo and link on event website sponsor page

Event Benefits

Placement of logo and/or name on all GreenTown event signage

Logo and company name in event program (assumes design parameters permit)

Post-event benefits:

Mention in post-conference attendee thank you e-mail

One complimentary registration

GreenTown 2023

Government Sponsor

Government sponsor categories are available to government entities such as local, county, state and federal and/or park districts, economic development agencies and similar.

Sponsor Level A

Investment: \$1,500

Pre-Event Benefits

Limited availability
Placement of logo and company name in all GreenTown promotions
Marketed to thousands of potential attendees throughout the region through e-marketing, websites, e-postcards, direct mail, advertising and area festivals
Logo and link on event website sponsor page

Event Benefits

Placement of logo and/or name on all GreenTown event signage
Recognition from the podium during GreenTown event
Logo and company name in event program (assumes design parameters permit)

Post-Event Benefits

Mention in post-conference attendee thank you e-mail

Four complimentary registrations

Sponsor Level B

Investment: \$500

Pre-event benefits:

Limited availability
Placement of logo and company name in all GreenTown promotions
Marketed to thousands of potential attendees throughout the region through e-marketing, websites, e-postcards, direct mail, advertising and area festivals
Logo and link on event website sponsor page

Event Benefits

Recognition from the podium during GreenTown event
Logo and company name in event program (assumes design parameters permit)

Post-event benefits:

Mention in post-conference attendee thank you e-mail

One complimentary registration

GreenTown 2023

Elected Officials Breakfast Sponsor

This exclusive, *invitation-only* event, brings together mayors, other elected officials, city managers and policymakers. The discussion will focus on how elected officials, policymakers and staff can join together to create a healthier and more sustainable Chicagoland region.

Sponsor Level A

Investment: \$5,000

Benefits:

- Limited availability
- Placement of logo and company name in all GreenTown promotions and on event website
- Marketed to thousands of potential attendees throughout the region through e-marketing, websites, e-postcards, direct mail, advertising and area festivals
- Promotion through posting to social media
- Logo and link on event website sponsor page
- Distribution of customized e-invite to mayors, council members, municipal and county elected officials, city managers and associations across the region
- Dedicated posting to social media promoting you and the Elected Officials Breakfast
- Placement of electronic ad on GreenTown website

Event Benefits

- Placement of logo and name on dedicated signage in the breakfast area
- Primary placement of dedicated signage in breakfast area
- Introductions to key participants and guests at the breakfast
- Participate in welcoming remarks during the breakfast/roundtable
- Full sponsorship of GreenTown 2023
- Placement of logo on all GreenTown event signage
- Recognition from the podium during GreenTown event
- Logo and company name in event program (assumes design parameters permit)
- Exhibit space (for use with literature, premiums and similar)

Post-event benefits:

- Access to conference registrant lists
- Mention in post-conference attendee thank you e-mail

Four complimentary full-day registrations



VILLAGE OF MAYWOOD

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

FOR IMMEDIATE RELEASE
April 28, 2023

Contact: LaSondra Banks, Director of Community Engagement
708.450.6366 / lbanks@maywood-il.org

Village of Maywood Mayor Selected as NLC Youth Excel Fellow

Commits to Enhancing Maywood-West Cook Career & Life Readiness Initiative Through Expanding Collaboration and Partnership to Build on Resources and Opportunities for Youth

Maywood-IL, Village President, Nathaniel George Booker has been named a Youth Excel Fellow as a part of the National League of Cities' (NLC) Youth Excel Initiative. Through the Youth Excel Initiative, Fellows work in close partnership with NLC to help their cities promote long-term community economic security by developing partnerships and implementing strategies that improve access to high-quality postsecondary education and career pathway opportunities that lead to high-wage jobs. The initiative has a specific focus on supporting BIPOC (Black, Indigenous, or People of Color) youth and Opportunity Youth, or those who have become disconnected from school and the workforce. With a firm commitment to incorporating the voices of both youth and employers, the Initiative seeks to ensure that the Fellows' work leads to impactful opportunities for young people in STEM along with all careers that provide Elements of a Healthy Maywood-West Cook.

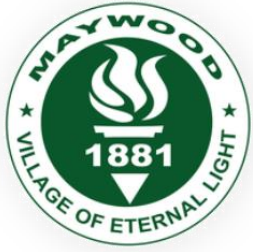
Mayor Booker joins 12 other municipal leaders from cities across the nation to engage in monthly peer-to-peer virtual learning opportunities and receive tailored technical assistance from NLC's staff and national content experts as they work to advance the communities efforts in developing high-quality career pathways for young people.

*"I am excited to enhance the work we have started here in the Village of Eternal Light and West Suburban Cook County (West Cook) in partnership with NLC," said **Mayor Nathaniel George Booker**. "Maywood-West Cook Career & Life Readiness Initiative has already made a positive impact since we launched in January 2023 with more than 300 middle & high school students registered in enrichment programming. This program and more collaborative partners will aide in taking us to the next level."*

The Youth Excel Initiative, operated out of the National League of Cities' Center for Leadership, Advancement, Education, and Development, addresses the urgent need to develop community-wide approaches to workforce development that prepare youth to access high-quality careers. This initiative provides expert assistance to support cities and partners as they improve outcomes for youth and young people who are marginalized from economic success. This cohort program runs from April 2023 through December 2023 and is made possible through the generous support of the Siemens Foundation.

VILLAGE PRESIDENT, Mayor Nathaniel George Booker
BOARD OF TRUSTEES

Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, Melvin Lightford, Aaron Peppers, Isiah Brandon



VILLAGE OF MAYWOOD

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

VILLAGE OF MAYWOOD 2023 COMMUNITY CALENDAR

May 2023

Saturday	6 th	The Answer Inc. Walk-A-Thon
Thursday	11 th	Youth & Advocates Luncheon
Saturday	20 th	Youth Jobs & Resources Community Fair
Thursday	25 th	State of Maywood
Tuesday	30 th	Board of Trustees – Swear In Ceremony
Wednesday	31 st	Elements of a Healthy Maywood – Q2 Luncheon

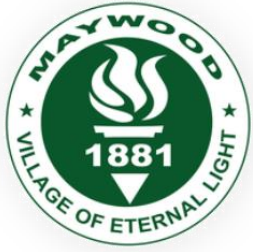
June 2023

Tuesday	6 th	Let's Talk Maywood – Reimagining Downtown District
Wednesday	7 th	Senior Summer Kick Off
Saturday	10 th	InflataFest
Tuesday	13 th	Farmer's Market Kick Off
Wednesday	14 th	Wine Down Wednesday
Saturday	17 th	My Brother's Keeper – Male Advocacy Summit
Saturday	17 th	Juneteenth Fest – Broadview
Wednesday	21 st	Let's Talk Maywood – Reimagining Downtown District
Thursday	22 nd	C4 GreenTown Climate Summit
Thursday	22 nd	Family Movie & Game Night in the Park
Saturday	24 th	Caribbean Fest
Tuesday	27 th	Let's Talk Maywood
Wednesday	28 th	Wine Down Wednesday

VILLAGE PRESIDENT, Mayor Nathaniel George Booker

BOARD OF TRUSTEES

Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, Melvin Lightford, Aaron Peppers, Isiah Brandon



VILLAGE OF MAYWOOD

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

July 2023

Thursday	6 th	Let's Talk Maywood – Reimagining Downtown District
Saturday	8 th	Proviso East All Alumni Picnic
Wednesday	12 th	Wine Down Wednesday
Tuesday	18 th	Farmer's Market & Health Fair
Thursday	20 th	Family Movie & Game Night in the Park
Tuesday	25 th	Let's Talk Maywood – Reimagining Downtown District
Wednesday	26 th	Wine Down Wednesday
Saturday	29 th	Inspire Celebration

August 2023

Wednesday	9 th	Wine Down Wednesday
Saturday	12 th	Youth Summit
Saturday	12 th	Back to School & Health Community Celebration
Thursday	17 th	Family Movie & Game Night in the Park
Wednesday	23 rd	Wine Down Wednesday
Wednesday	30 th	Fred Hampton Anniversary Celebration

September 2023

Friday – Sunday	8 th – 10 th	Maywood Fest
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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 OF MAYWOOD

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

Village of Maywood Commissions

Fire & Police Commission

The Board of Fire and Police Commissioners shall make such rules and make such appointments and removals and shall have such other and further powers as are contained in the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 et seq.

Police Pension Board Fund

The Board shall be governed by and shall administer the Police Pension Fund in accordance with the provisions of 40 ILCS 5/3-101 set seq. See § 32.15 (Police Pension Fund) of this Code.

Fire Fighter Pension Board Fund

The Board shall be governed by and shall administer the Fire Pension Fund in accordance with the provisions of 40 ILCS 5/4-101 et seq. See § 33.13 (Fireman's Pension Fund) of this Code.

Liquor Authority

The Liquor Control Review Board investigates and reviews all applications and renewals of liquor licenses and advises the Local Liquor Control Commissioner.

Planning & Zoning

The Zoning Board of Appeals rules on zoning variance petitions, special use permits, and appeals of interpretations of the zoning ordinance.

Historic Preservation

The Historic Preservation Commission evaluates proposals affecting the Village's landmarks and historic districts. The Commission considers compatibility of development with long-range preservation of historical sites and recommends sites for historic landmark designation. The Commission also reviews building permit applications affecting properties in the Village's three historic districts and historic landmarks throughout the community.

Traffic & Safety (Ad-Hoc to Community Safety & Police Accountability Committee)

The function of the Traffic and Safety Commission is to review transit, parking and potentially hazardous traffic matters of the Village that have been referred to them.



VILLAGE OF MAYWOOD

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

FY24 & FY 25 Village of Maywood Trustee Chaired Committees

Planning & Development

Chair: Trustee Antonio Sanchez & Co-Chair Trustee Melvin Lightford Sr

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

Fiscal Accountability and Government Transparency

Chair: Trustee Miguel Jones & Co-Chair Antonio Sanchez

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

Community Policing & Public Safety

Chair: Trustee Aaron Peppers & Co-Chair Trustee Isiah Brandon

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

Engagement & Communications

Chair: Trustee Melvin Lightford Sr & Co-Chair Trustee Rahmann Williams

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

Infrastructure & Sustainability

Chair: Trustee Isiah Brandon & Co-Chair Trustee Aaron Peppers

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

Ordinance & Policy

Chair: Trustee Rahmann Williams & Co-Chair Trustee Miguel Jones

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



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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: May 10, 2023
RE: Subcontractor Agreement with Alternative Schools Network for ASN Engage Out-Of-School Time Program

Per the recommendation of the Acting Village Manager, I have enclosed the following documents for your review, consideration and action at an upcoming Combined Committee of the Whole / Special Village Board Meeting:

1. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBCONTRACT AGREEMENT WITH ALTERNATIVE SCHOOLS NETWORK RELATIVE TO THE OPERATION OF ASN ENGAGE OUT-OF-SCHOOL TIME PROGRAM
2. Subcontract Agreement (Exhibit "A" to the Resolution).

The enclosed Subcontract Agreement relates to the Alternative Schools Network's ("Agency") and the Village's cooperation in the operation of the "ASN Engage Out-Of-School Time Program" for the clients of the Agency at the Program Site: Maywood Masonic Resource Center, 200 South 5th Avenue, Maywood, Illinois (the "Agreement"). Per the Agreement, the Village agrees to complete the following requirements and provide the following activities: support recruitment of youth to the Program; record accurate attendance; provide an interactive, youth led enrichment activity; and organize and be present at a culminating event (the "Services"). The Village shall coordinate supervision of the Program participants with a School Principal, a Site Coordinator and a Program Director, as appropriate. The Agency will reimburse the Village for the Agency clients who perform services or participate in the Program at a rate of \$15.00 per hour in accordance with the terms of the Agreement.

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, Human Resources Director (w/ encls.)
- Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2023-___

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A SUBCONTRACT AGREEMENT
WITH ALTERNATIVE SCHOOLS NETWORK RELATIVE TO
THE OPERATION OF ASN ENGAGE OUT-OF-SCHOOL TIME PROGRAM**

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 Village Board and the Alternative Schools Network ("Agency") of Chicago, Illinois have jointly determined that it is in the best interests of the Village of Maywood ("Village"), its residents, property owners, businesses and the public to enter into the attached Subcontract Agreement relative to the Agency's and the Village's cooperation in the operation of the "ASN Engage Out-Of-School Time Program" for the clients of the Agency at the Program Site: Maywood Masonic Resource Center, 200 South 5th Avenue, Maywood, Illinois (the "Agreement"). The Village agrees to complete the following requirements and provide the following activities: support recruitment of youth to the Program; record accurate attendance; provide an interactive, youth led enrichment activity; and organize and be present at a culminating event (the "Services"). The Village shall coordinate supervision of the Program participants with a School Principal, a Site Coordinator and a Program Director, as appropriate. The Agency will reimburse the Village for the performance of the Services in accordance with the terms of the Agreement. A copy of the Agreement, which contains all of the terms, conditions and obligations that the parties will be responsible for as part of their participation in the Agreement, 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 approve and enter into the attached Agreement, and find that entering into the Agreement is in the best interests of the Village, its residents, property owners, 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: 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 Agreement. The President and Board of Trustees of the Village of Maywood authorize and approve the execution of the attached Agreement (**Exhibit "A"**).

SECTION 3: Execution of the Agreement and Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the attached Agreement

(Exhibit "A"), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all 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, or its designee, to forward a certified copy of this Resolution and a fully executed copy of the Agreement to the Agency for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 16th day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 16th day of May, 2023 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"

**SUBCONTRACT AGREEMENT
WITH ALTERNATIVE SCHOOLS NETWORK
RELATIVE TO THE OPERATION OF
ASN ENGAGE OUT-OF-SCHOOL TIME PROGRAM**

(attached)

SUBCONTRACT AGREEMENT

This Contract is by and between the agency (“Agency”) known as **Alternative Schools Network** with its principal office at 1807 Sunnyside, Suite 1D, Chicago, IL 60640

AND

The subcontractor (“Service Subcontractor”) known as **Village of Maywood** with principal offices at 40 Madison Street; Maywood, IL 60153

The Service Subcontractor agrees to provide the following services to clients of the Agency, or to Agency on behalf of said clients: Provide instruction for ASN Engage out-of-school time programming and aligned funded programming at the Program Site, **Maywood Masonic Resource Center**. Service Subcontractor agrees to complete the following requirements and provide the following activities: support recruitment of youth to program, record accurate attendance, provide an interactive, youth led enrichment activity, and organize and be present at a culminating event. Service Subcontractor works under the coordinate supervision of School Principal, Site Coordinator, and Program Director, as appropriate.

Such services shall be provided in-person at the Program Site, **Maywood Masonic Resource Center** located at **200 S. 5th Avenue, Maywood, IL 60153**. This is a contract for on-site, in-person services unless otherwise approved by the Program Director and a new contract or addendum has been issued and agreed to.

The unit of service upon which billing, and payment shall be based is described as follows: **\$15** per hour with hours as designated by the Site Coordinator and Program Director.

Reimbursement:

- Service Subcontractor shall submit an accurate accounting of hours worked, recorded on ASN timesheets using the approved submission method;
- Service Subcontractor shall indicate hours worked and indicate classification such as “Instruction” or “Prep”, unless otherwise directed;
- Service Subcontractor shall submit timesheets every two weeks covering periods beginning with the Effective Date of this Contract;
- Service Subcontractor shall submit final timesheets no later than 7 days after the last date of service;
- Alternative Schools Network shall make payment no later than two weeks following receipt of a correct submission of Timesheets and Invoices;
- Payments shall be made by direct deposit or check issued to Service Subcontractor by Agency;
- ASN shall mail payment to the address indicated above if the Service Subcontractor requests at least two weeks in advance of check date;
- This is a contractual agreement;
- This contract is not a guarantee of full year employment;
- This contract shall be effective as of: TBD ;
- This contract shall expire on: TBD ;
- Earlier termination shall occur under the following conditions: violation of ASN or school codes of conduct or policies and procedures, change in background check clearance, or failure to provide designated services.

This agreement is binding when signed and dated by the parties to the Contract:

Service Subcontractor _____

Program Director _____

Signature: _____

Signature: _____

Date: _____

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-2023-___

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A SUBCONTRACT AGREEMENT
WITH ALTERNATIVE SCHOOLS NETWORK RELATIVE TO
THE OPERATION OF ASN ENGAGE OUT-OF-SCHOOL TIME PROGRAM**

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 16th day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of May, 2023.

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 16th day of May, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]

VILLAGE MANAGERS REPORT

MAY 16, 2023

TRANSFER STATION CLEANUP - UPDATE

Public Works have started the cleanup process. Since mid-February PW staff has begun removing the debris from the south portion of the old transfer station site. This area included general debris. As of today, PW has cleared about 90% of the debris. Debris was removed via large dumpsters provided through LRS.

Work on the north portion of the lot will be more involved. The debris in this area consists of heavy road materials (concrete, stone, asphalt, etc....). Removal will require additional equipment and more assistance from LRS. Work will begin once the south portion of the lot is complete.

Funds to remediate this matter have been budgeted in the 2023/24 annual budget. Public Works Director John West will use a combination of PW staff and LRS services to complete and manage the total cost of the project. Once complete, new security fencing will be installed to keep the lot clean of debris.

IT SERVICES, COMCAST PHONE, AND INTERNET UPDATE

Impact IT has been ramping up work on the villages IT network. Replacement hardware as part of the original agreement is arriving and being systematically incorporated into our network.

Comcast is working with Impact on the implementation of the new phone system and the related internet upgrade. During the implementation process internet access has been down at village facilities. All efforts are being made to minimize the loss of service. When possible, scheduled outages will occur at Village Hall, Police Department, and Fire Department.

Comcast is also working with Impact and staff on the programming and installation of the new telephone system. In advance of the installation, call routing trees and answering system script are being prepared. This process has proven to be more difficult than originally thought as a thorough inventory of existing lines and extensions for all facilities needed to be completed for smooth implementation. Work on the call tree is very near completion. Implementation of the new telephone system will be scheduled accordingly.

AT&T TELEPHONE MATTERS

Matters related to AT&T telephone service provided to the village for 911 dispatch, non-emergency dispatch connections, and old circuit connections have risen to the surface. Details were shared with the Village Board on Thursday May 4, 2023. Moreover, this matter has been turned over to the Village Attorney for review and advice.

Issues related to this matter are being addressed in an expediated fashion. Comcast, with IKE dispatch personnel and Marvin, are assisting the village with the transfer of all emergency lines.

FIRE FIGHTERS' UNION AGREEMENT - UPDATE

Contract negotiations have been ongoing since October on a new Fire Fighters agreement. Due to scheduling difficulties, this process is taking a bit longer than expected. We will continue to meet as possible with the hope we can reach agreement soon. At this stage in the negotiations, it is not anticipated that an agreement will be forthcoming in the near term. More information to follow.

DEMOLITION OF HOUSES – USE OF GRANT FUNDS - UPDATE

The village was awarded a Strong Communities grant that provides \$125,000 for demolition services. The grant funds are being used for the demolition of five (5) residential properties.

The demolition contractor is ready to begin demolition as soon as all state and county agencies sign off on the permits. We are currently waiting for final approval from the Housing Authority. All documentation was submitted two (2) weeks ago. Authorization is expected shortly. Once all permits are in hand, work will begin immediately.

DEMOLITION OF NEW LIFE IN CHRIST BIBLE CHURCH – FIRE DAMAGED

After months of insurance review and investigations, demolition of the church was approved. Demolition began on May 8, 2023. Demolition should be complete within seven (7) to ten (1) days. Relocation options are being reviewed by the church with assistance from the community development department.

COPIERS, E-FAX, AND STORAGE MANAGEMENT

At the April 18th Village Board meeting action was taken authorizing the purchase of existing copiers and negotiation for the lease of three (3) new high-volume copiers. In addition, authorization was given to negotiate a maintenance agreement for existing copiers, service agreements for e-fax capability, and file-storage systems for the village. Given recent time constraints, the results of our negotiations will appear at the next Village Board meeting – June 20, 2023.

MAPS JR. GRANT

As you know, the Village was awarded a Federal Department of Justice MAPS JR. Grant for youth engagement. Grant funds of \$621,000 have been received by the village. The youth engagement program has been initiated and grant funds are being expensed. Expenses related to this program are reported in the financial report and placed on the agenda for approval.

VILLAGE AUDITS

The Village Auditors, Baker Tilly, have completed their work on the 2020/2021 audit. Draft audits have been provided to the Finance Department for their review. Financial Director Lanya Satchell has been in contact with Baker Tilly to arrange for a formal presentation to the Village Board. Efforts are being made to schedule the audit presentation at the June 20 Village Board meeting.

Additionally, the Finance Department and Baker Tilly have begun their work on the 2021/2022 audit. Once completed, the village will be caught up and current with their financial audits. The 2021/2022 is expected to be completed by fall 2023.

COOK COUNTY/ELEVATE LEAD SERVICE LINE REPLACEMENT PROGRAM

The Cook County/Elevate Lead Service Line Replacement Program was officially launched on May 1, 2023. Attached to my report is information regarding the program. Please refer to the website listed for more information.

POLICE DEPARTMENT BODY CAMERAS

We have recently run into an issue with the newly implemented body-worn camera system. A system malfunction occurred in January. PD staff are working with Smart Systems on the issues, and they hope to have it redeployed within the next week to 10 days. In addition to some technical/software issues, the staff is also working on matters related to storage and retention of the video. PD management, along with our IT professionals, are in the process of formulating solutions so that the system can be fully implemented.

PERSONNEL MATTERS – POSTING POSITIONS - VILLAGE MANAGER SCHEDULE

As previously reported, the village had hired two (2) new employees. The new staff members are – Planner/Zoning Coordinator Amber Simone Forte and Deputy Village Clerk Nykita Kornegay. Ms. Forte started in her position on April 24 while Ms. Kornegay will start on May 15th. Additionally, since my last report, the Community Development Department hired a seasonal intern from the University of Illinois Chicago. That person starts on May 15th as well.

Human Resources continues to work with each department to fill any open positions that exist. The Fire Department is moving forward with hiring four (4) probationary firefighters in the coming months. Moreover, the Police and Fire Commission is working closely with HR and Police and Fire management on addressing their needs.

Lastly, HR will continue to post open positions as they exist. We are currently posting for a GIS Coordinator for Community Development, and we will be posting to fill the open positions of Assistant Village Manager and Assistant Public Works Director.

I will be out of the office from Tuesday May 30th returning to the office on Monday June 5th. I will be monitoring emails and will be available by phone while out of the office.

PARK TRANSFERS

At the last Village Board meeting Trustee Brandon asked for a status report on the transfer of village parks to the park district. The matters related to the park transfers and related improvements have proven to be a difficult, and time-consuming, endeavor.

In addition to various property deed related issues that have slowed the process of the land transfers, park improvements, as they relate to the contract, have lagged due to a variety of

internal and external reasons. Issues with regards to the park improvements have felt the blunt of post pandemic supply shortages, labor cost increases, staff shortages/vacancies in the park district/village, and other financial matters related to the allocation and responsibility of certain expenses.

In an effort to put this plan back on track, the Park District will be making a presentation at the May 16th Village Board meeting. This presentation should provide additional information regarding the process as well as to provide opportunity for questions to be asked.

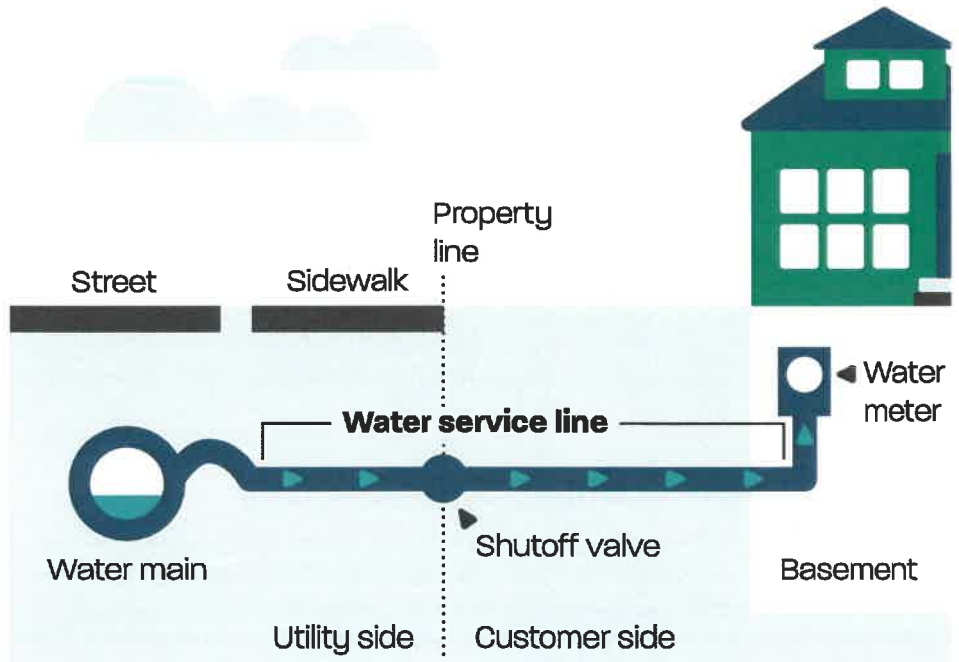
If there are questions regarding legal/deed/land transfer matters, Village Attorney Mike Jurusik will be present and able to answer questions.

LAND AND BUILDINGS DIVISION

As reported last month, the Lands and Buildings staff has been diligently working on a variety of fronts from maintenance of village facilities to summary abatement issues to general village appearance matters. A proactive game plan was initiated and so far, the results have been very encouraging. My Civic complaints have fallen dramatically, and resident compliments have increased.

Creating a Healthier Environment for Children

LeadCare Cook County supports a safe and healthy learning environment for children by offering **FREE** lead service line identification and replacement to licensed, suburban home-based child care providers.

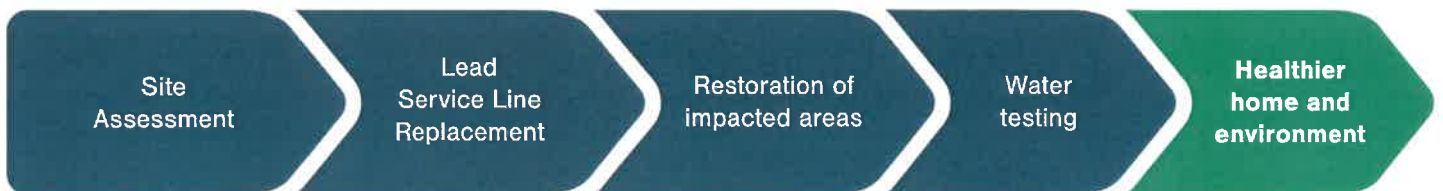


Improving Access to Safe Drinking Water

Lead exposure can lead to serious health effects in children, such as damage to the developing brain and nervous system. A water service line is the pipe that delivers water to your home from the water main in the street. If it is made of lead or galvanized material, the service line can potentially release lead into the water as it travels to your home. When you enroll in LeadCare Cook County, you pay nothing to have a registered plumber identify the material of your water service line and replace it if it is made of lead.

Program Overview

LeadCare Cook County is currently available to licensed, home-based child care providers with known or unknown lead service lines. Through LeadCare Cook County, you'll receive the following resources for **FREE** thanks to funding from Cook County:



LeadCare Cook County Journey



Enrollment

Fill out a program enrollment form to grant us permission to perform a site assessment and replace your water service line if it's made of lead. If you rent, we will also need your property owner to sign a separate enrollment form.



Site Assessment

A LeadCare Cook County specialist and a registered plumber will visit your home to inspect the material of your service line. If it contains lead or galvanized material we will schedule a date and time to replace your service line.



Replacement Day

The registered plumber will replace your lead service line. During this time, we will need to turn off your water. You will receive an estimate of how long this will take before any work begins. We provide a full supply of bottled water for use during this time. We strive to minimize the disruption for you and your business.



After Replacement

We will work to restore any areas on your property impacted by the replacement activities. We will also provide you with filters to use following replacement and instructions on how to flush your pipes for the next 30 days. You will want to use the water pitcher or faucet mount filter provided by LeadCare Cook County for six months following replacement.



Retesting

You will also receive two free lead-in-water test kits following replacement. Testing is critical to ensure a reduction in lead levels following replacement activities.



Complete

Your LeadCare Cook County journey is complete. Congratulations on creating a healthier environment for your children, family, and home!

Start Your Journey Today

A LeadCare Cook County specialist is available to help you every step of the way. Please reach out to learn more. We are available from 8 a.m. to 5 p.m., Monday through Friday.



773-389-5657



info@LeadCareCookCounty.org



LeadCareCookCounty.org/enroll



Scan to
Enroll



VILLAGE OF MAYWOOD

VILLAGE PRESIDENT, MAYOR NATHANIEL GEORGE BOOKER

MAYWOOD PUBLIC WORKS DEPARTMENT

MONTHLY REPORT

MONTHLY ACTIVITY	Pre.Month	Month	YTD
Work Orders			
MyCivic Issues Reported	98	115	335
MyCivic Issues Completed	79	84	262
Utility Permits Issued			
Overtime Hours Worked	608.5	460.5	1,377.50
Part-Time Hours Worked			

STREETS	Pre.Month	Month	YTD
Miles of Street Resurfaced	0	0	0
Sidewalk Repairs	0	0	0
Fuel Usage by Gallon	6,987.00	7,418.00	25,767.60
Vehicle Maintenance -Cost	24,591.70	30,068.20	109,652.59
Snow& Ice Removal by Event			
Snow & Ice Removal Hours Worked			
Tons of Road Salt Used			
Street Sweeping Cycles (Leaf Pickup)	6	8	18

WATER/SEWER	Pre.Month	Month	YTD
Water – Gallons Pumped (millions)	68,700,000	76,156,000	301,685,000
Water System Repairs-Service Calls	5	9	18
Sewer System Repairs-Service Calls	4	2	9
Catch Basins Cleaned	30	7	60

STREET LIGHTING	Pre.Month	Month	YTD
Street Light Repairs- Service Calls	13	7	32

FORESTRY	Pre.Month	Month	YTD
Trees Removed	0	3	3
Trees Planted	0	0	0
Trees Trimmed	0	2	2

GREEN MAINTENANCE	Pre.Month	Month	YTD
Mowing Cycles Completed	0	0	0
Abandon Building Cycles Completed (Contracted)	0	0	0
Abandon Building Cycles Completed (by Staff)	0	0	0

Update on Infrastructure Projects, Special Events,
Seasonal Operations, Employee Training, Employee
Recognition

Sep-22



Village of
MAYWOOD

POLICE DEPARTMENT

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



Village of Maywood Police Department Monthly Report

April 2023

Deputy Chief Yancy

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To: Village Manager
 From: Theodore Yancy, Deputy Chief of Police
 Date: May 1, 2023

The following shows the **General Activity of Patrol** during the month of **April 2023**

<u>Categories</u>	<u>Platoon A & C</u>	<u>Platoon B & D</u>	<u>Total</u>
Total Calls For Service			1,950
Sick Days Used	5	6	11
General Case Reports	85	86	171
Crash Reports	51	24	75
Tow Reports	29	27	56
Other Reports	34	18	52
Premise Checks	301	517	818
Felony Arrests	4	3	7
Misdemeanor Arrests	13	15	28
DUI	0	0	0
Ordinance Arrests	1	5	6
Juvenile Contacts	1	1	2
Traffic Citations	59	19	78
Parking Citations	56	516	572
Tow Stickers	10	1	11
Warning Citations	4	0	4
Compliance Citations	5	0	5
Ordinance Citations	8	12	20
Alarm Citations	1	1	2
Typed Complaints	6	13	19
Bonds Issued	7	7	14
Homicides	0	0	0
Firearms	5	3	8
Cocaine Seized grams	36	0	36
Cannabis Seized grams	190.0	10.9	200.9
Heroin Seized grams	71.0	54.0	125.0
Other Substance	160.0	0.0	160.0

Maywood Police Investigation Division
Monthly Report
 APRIL 1 - 30, 2023

OFFENSE	TOTAL
Aggravated Battery	1
Aggravated Vehicular Hijacking	1
Burglaries	2
Criminal Sexual Abuse	0
Criminal Sexual Assault	1
Domestic Battery	20
Home Invasion	0
Homicide(s)	0
Missing Person (Adults)	3
Missing Person (Juveniles)	2
Motor Vehicle Theft	6
Robbery	0

DEATH INVESTIGATIONS	
Accidental suffocation of an infant	0
Death Investigation(s)	3
Drug Overdose(s)	3
Suicide(s)	1
Vehicle Fatality	0

TRAFFIC AND ORDINANCE ENFORCEMENT DETAIL

Photo Enforcement Program Red Light Camera			
Violations Reviewed	Violations Approved	Violations Rejected	% Approved
537	274	263	51.02%

Traffic Enforcement				
Traffic Stops	Arrest(s)	DUI	Compliance Citation	Speeding Citation
4	0	0	0	0
Insurance Citations	No Valid License	Warnings	Other Citations	
0	0	4	2	

Parking Enforcement		
Parking Citations	Tow Stickers Applied	Vehicles Towed
94	2	3

Truck Enforcement			
Total Citations Issued	Total Citations Fines	Overweight Citations Issued	Overweight Citations Fines
0	0	0	0

Loud Music			
Calls	Unfounded	Warning(s)	Citation(s) Issued
0	0 <small>205</small>	0	1

TACTICAL UNIT ASSIGNED TO INVESTIGATIONS

STATS FOR APRIL 2023

For the month of April the tactical unit arrested Michelle Ianelli and Fabian Cejudo for two separate "street take over" incidents that occurred in Maywood.

Reports: 23-05995 and 23-04961 (street takeover)

Arrests: 5 misdemeanors

IVC citations: 3

DISTRICT 89 & 209

SCHOOL REPORT

April 2023

District 89 Summary: Officer Herrera

FYI: Irving Middle School

Juvenile who resides at 406 s 4th Ave made veiled threats to shoot his classmates. The residence was searched, and Juvenile was confirmed to be off his medication. Juvenile was treated at Riveredge Hospital, handle with care referral done.

FYI: Irving Middle School

Juvenile was cited for a Local Ordinance (LO) for disorderly conduct for bringing a "deathbook," to school. The deathbook is a journal authored by the juvenile.

Fight---INFO R#23-06750

A fight after school by 15th /Washington Blvd between two females, a 7th grader and an 8th grader. Both cited LOs for disorderly conduct.

Missing Juvenile R#23-06694

Juvenile 8th grader who likes to run away was found at a friend's house. DCFS was contacted as this is an ongoing issue.

Irving Middle School

FIGHT---R#23-7137

Two 8th graders involved in a fight after school. Given were LOs for disorderly conduct. Both students were suspended.

Tuesday (04/25/23)

Irving Middle School

Suicidal Student---R#23-7208

A 6th grade student informed staff that she tried to commit suicide on Monday (04/24/23) by hanging herself. A self-harm assessment and was determined and MFD transported the student to Loyola. Student was admitted into Riveredge Hospital.

Irving Middle School and Garfield Elementary School

BATTERY---R#23-7326

An Irving student and her friend were in mom's car when a group of boys that attended Irving and Garfield shot her and her friend with an Orbeez gun. Students who shot the Orbeez gun(s) will get LOs.

Thursday (04/27/23)

Irving Middle School

8th grade hallway smelled like cannabis. Admin opened all lockers in that area. A used blunt with suspect cannabis and a lighter in jacket/hoodie pocket. School handled the situation, and the student was suspended.

Irving Middle School

FIGHT---R#23-7375 Two f/b 8th graders fought after school. The mother of one of those students was involved in that fight too. The situation was handled by admin and were given suspensions. LOs for the students will be issued and the mother of that student also because she did not grab her daughter to leave area.

Emerson Elementary School

INFO---R#23-7225

Three students came to the station with their grandmother and reported that a w/m, old in age, thin-built and short with glasses exposed himself in front of their home at 319 S. This case was turned over to investigations.

Wednesday (04/26/23)

Quantity	TASK	NOTES
1	DCFS Contact	
1.0 g	Drug Recovery	
0	Firearm Recovery	
7	General Case Report	
0	Information Report	
0	Juvenile Cards	
0	Meetings Attended	
1	Missing Person Report	
11	Ordinance Citation(s)	
0	Use of Force Report	
0	Vice Case Report	

**District 209 Proviso East Summary:
Officer Patterson**

We are now 44 days away from the end of the school year. We have done a great job of keeping the students from engaging in fights. We did have an incident with a female and male student, which started with horseplay, but ended in the male student hitting the female student several times after she spat on him.

Maywood Police Department have been assisting with traffic during dismissal, due to complaints from the bus company about cars going around the bus stop signs. The issue has been resolved thus far.

Last we had an incident at the end of the week, where a female student made allegations of being choked from behind by an unknown student. R/O along with school security looked through video surveillance, which found that the students are familiar with each other, and the female threw water on the male at lunch. The male and female were walking in the hallway when the male put the female in the chokehold. The female did not lose consciousness. The females' parents are upset and would like a course of action.

Quantity	TASK	NOTES
0	DCFS Contact	
0.0 g	Drug Recovery	
0	Firearm Recovery	
0	General Case Report	
0	Information Report	
0	Juvenile Cards	
0	Meetings Attended	
0	Missing Person Report	
0	Ordinance Citation(s)	
0	Use of Force Report	
0	Vice Case Report	

Report Totals

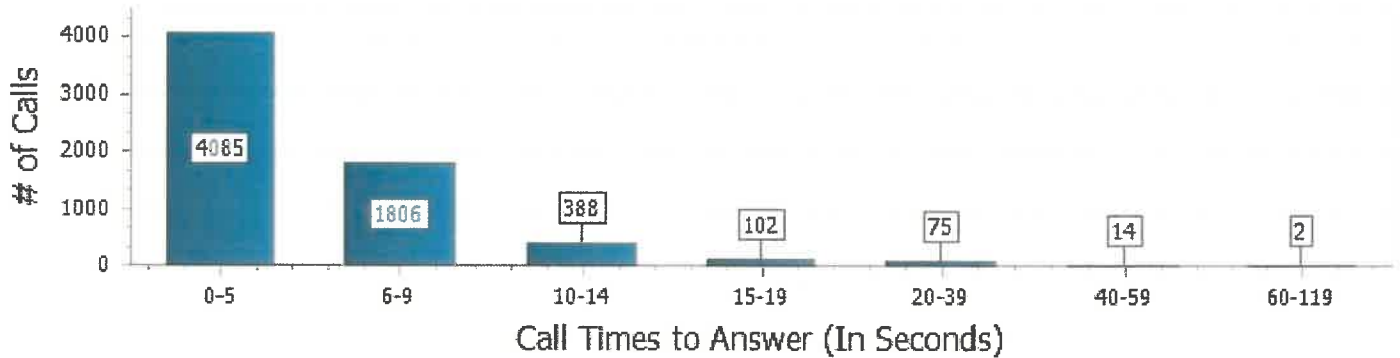
Police Type	Total
Accident-Personal Injury	17
Accident-Property Damage	80
Aggravated Assault	3
Aggravated Battery	2
Aggravated Domestic Battery	2
Aggravated Robbery	1
Aggravated Vehicular Hijacking	1
Alarm/Burglary	107
Animal Bite/Scratch	2
Animal Complaint	11
Animal Stray/Pick Up	14
Assault Simple	4
Assist Fire Department	94
Assist Lock Out	1
Assist Motorist	14
Assist Other Police Department	95
Assist Other Police Dept-In State Warrant	7
Assist Request	308
Battery	3
Burglary	2
Burglary from Motor Vehicle	1
Cannabis Control Act	2
Controlled Substance Act	3
Criminal Damage to Property	29
Deadly Weapons	2
Death-Suicide/Attempt	6
Department Notation	29
Directed Patrol:Other	64
Disturbances	63
Domestic	47
Domestic Battery	14
Fraud	4
Harassment by Telephone	3
Identity Theft	4
Landlord Tennant Dispute	4
Lost License Plate/Sticker	8
Lost Property	8
Miscellaneous	5
Mischief	5
Missing/Lost Person	7
Motor Vehicle Theft	8
Motor Vehicle Theft-Attempt	3
Neighbor	1
Notifications	30

Report Totals

Police Type	Total
Nuisance	27
Offences Involving Children	2
Parking	36
Recovered Found Property	5
Registration	25
Resist, Obstruct, Disarm an Officer	3
Retail Theft	3
Robbery	1
Sick/Injury	304
Solicit/Canvass	3
Suspicious Circumstances	92
Suspicious Circumstances 911	27
Suspicious Circumstances W911	44
Suspicious Person	49
Suspicious Vehicle	35
Theft \$300 and Under	5
Theft from Motor Vehicle	1
Theft over \$300	4
Traffic	21
Traffic Offenses	80
Vehicle Abandonment	12
Vehicle Recovery	11
Vehicle Repossession	15
Village Ordinance Violation	5
Walk&Talk	1
Watches-Extra/All	19
Windows/Doors Open	2
Total	1950



PSAP Call Taker Time



Time Range (Seconds)	# of Calls	%	Total Calls Reported: 6472
0-5	4085	63.12%	
6-9	1806	27.90%	
10-14	388	6.00%	
15-19	102	1.58%	
20-39	75	1.16%	
40-59	14	0.22%	
60-119	2	0.03%	
Total Calls	6472		



VILLAGE OF MAYWOOD

VILLAGE PRESIDENT, MAYOR NATHANIEL GEORGE BOOKER

MAYWOOD FIRE DEPARTMENT MONTHLY REPORT

TOTAL DISPATCHED MONTHLY CALLS	Previous Month	Month	YTD
FIRE/RESCUE		45	186
EMS/EMT ALL, INCLUDES VEHICLE ACCIDENTS		385	1486
HAZARDOUS CONDITION		11	25
GOOD INTENT CALLS FOR SERVICE		72	190
MUTUAL AIDE CALLS		23	63
FIRE ALARM/FALSE CALL		8	50
SEVERE WEATHER/NATURAL DISASTER		1	2
DISPATCHED/CANCELLED IN-ROUTE		23	65
AVERAGE RESPONSE TIME-DISPATCH TO ON SCENE		2-3 Minutes	2-3 Minutes

BREAKDOWN OF INCIDENT TYPE	Previous Month	Month	YTD
STRUCTURE/BUILDING FIRES		2	13
RESIDENTIAL FIRES		2	4
COMMERCIAL FIRES		0	6
VEHICLE FIRES		2	8
OTHER FIRE TYPES – DUMPSTER, GRASS, GRILL, ETC...		3	5
AMBULANCE ASSISTS		72	190
CARBON MONOXIDE CALLS		6	18
GAS LEAK		5	7
WIRES DOWN		6	12
SERVICE CALL		6	11
LOCKOUT		0	6
CIVILIAN ASSIST		0	0
WATER LEAK			

FIRE INSPECTIONS	Previous Month	Month	YTD
TOTAL NUMBER OF FIRE INSPECTIONS		9	
COMMERCIAL BUILDING INSPECTIONS		9	
RESIDENTIAL INSPECTIONS		1	
REINSPECTIONS – ALL		19	
PLAN REVIEWS		2	

Apr-23

*NUMBERS ESTIMATED



VILLAGE OF MAYWOOD
 VILLAGE PRESIDENT, MAYOR NATHANIEL GEORGE BOOKER
MAYWOOD COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT

<i>BUSINESS/PROJECT ACTIVITY</i>	March-22	March-23	FY 2022	FY 2023 July - Feb
Commercial Development Meetings		9		74
Residential Development Meetings				7
New Business License Applications		3		21
Business License Renewal/Outreach		71		364
Total Plan Reviews/Submittals				1
Total Meetings w/Outside Agencies		8		44
Total Existing Business Meetings		1		17
Grants Applied for		2		2
Incentives Requested				3

<i>ZONING ACTIVITY</i>	March-22	March-23	FY 2022	FY 2023 July - Feb
Total Zoning Cases				0
- Text/Map Amendments				1
- Variations/Appeals				0
- Special Uses				2
- Site Plan				0
- Subdivision				0
Zoning Reviews/Verification		10		81
Sign Permits				4

<i>MEETINGS/HEARINGS</i>	March-22	March-23	FY 2022	FY 2023 July - Feb
Planning & Zoning Commission				0
- Regular Meeting				4
- Public Hearing				5
Historic Preservation Commission				0
- Site Plan				0
- Subdivision				0
Community Meetings		1		2

Mar-23



VILLAGE OF MAYWOOD
 VILLAGE PRESIDENT, MAYOR NATHANIEL GEORGE BOOKER
BUILDING & CODE DEPARTMENT

MONTHLY REPORT

MONTHLY BUILDING ACTIVITY	Pre. Month	Month	YTD
	Mar-2023	April-2023	April -2023
Total Building Permits Issued	234	120	354
Commercial Building Permits	11	4	15
Residential Building Permits	225	114	339
Utility Permits	6	0	6
Other Permits- Special Events, Filming Etc.	0	2	2
Permit Fees Collected	\$76,559.54	\$34,313.50	\$110,873.04
Contractor License Issued	264	53	317
Contractor License Fees collected	\$22,300.00	\$4,900.00	\$27,200.00
Permit Inspections	436	145	581
New Construction Permits	0	0	0
Residential Sale Inspection	74	16	90
Fees Collected	\$6,595.00	\$1,440.00	\$8,035.00
Residential Rental Inspections	16	8	24
Fees Collected	\$540.00	\$300.00	\$840.00
Multi-Unit Residential Sale	0	0	0
Fees Collected	\$0.00	0	\$0.00
Commercial Sale Inspection	2	1	3
Fees Collected	\$720.00	\$360.00	\$1,080.00
Commercial Rental Inspections	6	1	7
Fees Collected	\$720.00	\$120.00	\$840.00
Mix Use Res & Comm Sale	0	0	0
Fees Collected	\$0.00	0	\$0.00

Garage/Yard Sales	Seasonal	N/A	N/A
Fees Collected	\$0.00		\$0.00
Business License Issued			
FOIA Request Received		37	
	March-2023	April-2023	April -2023 - YTD
Mobile Food Truck Licenses	1		

CODE ENFORCEMENT	March 2023	April – 2023	April 2023 YTD
My Civic Issues Reported	47	23	70
My Civic Issues Completed	44	21	65
Vehicles Towed	70	01	71
Tall Grass & Weeds Notices	0	0	0
Citations Issued	332	70	458
PROPERTY MANAGEMENT	Pre- Month Mar-2023	Month April-2023	YTD April-2023
Landlord Registrations	19	9	28
Fees Collected	\$9,553.00	\$525.00	\$10,078.00
Vacant Building Registrations	7/\$2,275.00		
Vacant Building Reg./Feb. 2023 remittance 37 Prochamps	\$13,585.00	N/A	N/A
Fees Collected	\$58,727.50	\$9,792.50	\$68,520.00
Animal License	5	7	39
Fees Collectedb	\$50.00	\$70.00	\$400.00
Animal Releases/Fees Collected	2/\$235.00	4/\$215.00	13/\$1,025.00
Elevator Inspection Fee	\$750.00	\$1,650.00	\$2,400.00
Lien Collected/Citations Paid	\$25,993.78	\$4,583.25	\$30,577.03
Liens Recorded			
Total	\$204,158.82	\$58,329.25	\$260,783.07



VILLAGE OF MAYWOOD

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

May 16, 2023

To: Mayor and Village Board

From: Jim Krischke, Acting Village Manager

Re: Amendment to the Annual Village Insurance Renewals – Excess Liability, Property and Inland Marine and Contractors Equipment.

Mayor and Village Board:

Prior to the start of the village fiscal year (May 1), and after Village Board (April 18) approval of the village's insurance coverage we consulted with our brokers regarding alternative coverage options. After a thorough review and evaluation of our policies, our broker provided us with a cost-saving option that adjusted our excess liability slightly downward while providing us with additional coverage for village equipment. The net savings to the village for those options are \$24,174.

Most of the savings are realized from adjusting our excess liability policies from \$17.0 million dollars to \$15.0 million dollars. That adjustment saved the village \$28,801. As it relates to policy coverage, our brokers felt as though we were over-insured in this area based on market trends and experience. After reviewing the information, we agreed. Moreover, we couldn't find a reason why, or how, the village excess coverage ramped up to \$17.0 million.

In addition to this modification, our brokers recommended a change in coverage as it relates to village owned equipment. In prior years our equipment was covered at a value way less than its actual value, substantially less. By implementing a separate contractor's equipment policy, the village equipment is covered for actual value, and in some cases, based on age, replacement value. This could be substantial if a significant event impacted the village.

The cost of the new contractor's equipment policy is \$11,678 however it was partially offset by a reduction in the property and inland marine policy of \$7,051. The net difference being a small increase of \$4,627. Comprehensively, the net savings from all adjustments results in a \$24,174 decrease in the cost of insurance for the village.

To take advantage of these cost savings staff had to authorize the implementation of the proposed changes prior to May 1, 2023. The authorization was given with the caveat that if the village board objected to the changes the village could reinstate the policies to their original stated values beginning June 1, 2023.

Based on all the information as provided by our broker, staff feels comfortable with recommending approval of the amended policies. A new proposal outlining the changes is attached for your review and questions. Staff recommends acceptance and approval of the new policies as shown and detailed.



An Insurance Program Proposal

Village of Maywood

Presented by:

Charles Smith

Anthony Way

Assurance, a Marsh & McLennan Agency LLC company
Headquarters: Schaumburg, IL

Date Presented:
Effective May 01, 2023 to May 01, 2024

Table of Contents

Your Solutions

- Executive Summary
- Marketing Summary
- Premium Summary
- Coverage Comparison

Executive Summary

We appreciate the opportunity to present this proposal to you. Our proposal was developed with your specific insurance and risk management needs in mind. If upon review, there's additional information you will need to facilitate your decision-making process, please let us know.

Our Broad Service Platform

Our client centric, world class/local touch approach is mirrored across all our lines of business. From safety and risk management to corporate wellness services, and everything in between, we help clients focus on planning and are positioned to support employers with all their business risks and emerging needs. We approach strategy by exploring your challenges and objectives, offering insight gained through industry expertise, and designing solutions that impact the success of your organization.

We provide access to a powerhouse team of specialists and seasoned professionals who understand the insurance industry. These professionals deliver value and world-class strategic services and solutions. Think of our team as an extension of your own internal resources. With our depth of experience and breadth of services, we build our bench around you. Your account team navigates resources to bring you the services you need at the time you need them.

The strongest attribute of our team is that we are all consistently engaged with our clients, communicating and sharing ideas, knowledge, and tools. All our resources are designed to help you run your business more efficiently. Each service has been created to address one or more of the following:

- Eliminate administrative costs to your company
- Reduce or eliminate the potential for claims or losses
- Reduce the amount of reserves on your claims
- Provide financial protection for areas of exposure

Each of our dedicated professionals is driven by a single promise to minimize risk and maximize health for your organization. We are confident that if given the opportunity to partner with you, we will deliver on this promise and earn your loyalty.

Thank you and we look forward to representing your company's interests.

Marketing Summary

The following is a summary of the markets we approached on your behalf for your insurance renewal:

Carrier	Coverages Submitted	Response or Status
Safety National	Package – General Liability, Public Officials' Liability, Employment Practices' Liability, Law Enforcement Liability, Automobile, Umbrella/Excess Liability; Workers' Compensation	Quoted - included
ICRMT	Package – General Liability, Public Officials' Liability, Employment Practices' Liability, Law Enforcement Liability, Automobile, Umbrella/Excess Liability; Workers' Compensation	Declined – due to loss history
Illinois Public Risk Fund (IPRF)	Workers' Compensation	Pending
Starr Surplus Lines	Property & Inland Marine	Quoted - included
Homesite	Excess Liability (5m xs 5m), Non-Law Enforcement	Quoted - included
Kinsale	Excess Liability (5m xs 5m), Law Enforcement	Quoted - included
Markel American	Excess Liability (5m xs 10m), Combined	Quoting - pending
IPMG	TPA Services – PC & WC	Quoted - included

IMPORTANT NOTE: The coverage represented is a summary of important elements of the actual insurance being procured. The policy, when issued, contains complete details of the coverage, and therefore, supersedes this proposal. Copies of the actual policy forms will be provided upon request.

Premium Summary

The following is a summary of the insurance carrier premiums quoted and payment plan options.

Item	Prior Year Values	Current Values	Increase or Decrease
Payroll	\$9,766,700	\$10,059,701	+\$293,001 (+3.0%)
Property Values	\$36,993,204	\$36,993,204	No Change
Power Units	86	86	No Change
Employee Count	149 Full Time 17 Part Time	147 Full Time 13 Part Time	-2 (-1.3%) -4 (-23.5%)
Law Enforcement Officers	41 Full Time 3 Part Time	45 Full Time 7 Part Time	+4 (+9.8%) +4 (+133.3%)

Coverage Carrier/AM Best Rating Payment Plan	Expiring Premium	Renewal Premium
Workers' Compensation* Safety National Casualty Corporation / A++, XV	\$127,553	\$137,315
Liability Package (GL, Law, Public Officials, EPL, Automobile, Umbrella) Safety National Casualty Corporation / A++, XV	N/A	\$629,808
General Liability* \$5M Limit / \$200,000 Retention Safety National Casualty Corporation / A++, XV	\$83,457	Included
Law Enforcement Liability \$5M Limit / \$350,000 Retention Safety Specialty Insurance Company / A++, XV	\$90,112	Included
Public Officials Liability and Employment Practices Liability \$5M Limit / \$200,000 Retention Safety Specialty Insurance Company / A++, XV	\$79,046	Included
Automobile \$5M Limit / \$350,000 Retention Safety National Casualty Corporation / A++, XV	\$196,432	Included
Umbrella Safety National Casualty Corporation / A++, XV	\$118,039	Included
Subtotal	\$694,639	\$767,123

* Subject to annual audit

Note: Deposit premiums due upon binding

Premium Summary continued

Coverage Carrier/AM Best Rating Payment Plan	Expiring Premium	Renewal Premium
Property & Inland Marine Starr Surplus Lines Inc. Co. / A, XV	\$105,305	\$112,866
Excess Liability (Non-Law Enforcement) \$5M Limit Homesite Insurance Co. / A, XV	\$212,146	\$237,576
Excess Liability (Law Enforcement) \$5M Limit Kinsale Insurance Co. / A, XI	\$56,966	\$58,132
Excess Liability (Combined) \$7M Limit Markel American Ins. Co. / A, XV	\$121,900	\$137,600
IPMG TPA Services*	\$24,250	\$24,250
Broker Service Fee	\$30,000	\$30,000
<i>Subtotal</i>	\$550,567	\$600,424
<i>Subtotal Prior Page</i>	\$694,639	\$767,123
Total Premium	\$1,245,206	\$1,367,537

* Subject to annual audit

Note: Deposit premiums due upon binding

OPTIONAL COVERAGE

Coverage Carrier/AM Best Rating Payment Plan	Expiring Premium	Renewal Premium
Contractors' Equipment Full Value (ACV/RCV), \$2,500 Deductible Colony Specialty Ins. Co.		\$11,678
Excess Liability (Combined) \$5M Limit Markel American Ins. Co. / A, XV (Would replace the expiring \$7M Limit above)		\$105,200
<i>Subtotal</i>		\$116,878
<i>Subtotal Above (w/out \$7M limit)</i>		\$1,229,947
Total Premium	\$1,245,206	\$1,346,825

*Currently, contractors' equipment coverage is limited to \$10,000 per item, with \$25,000 deductible. Above option provides full limits with RCV on items 5 years & newer, and ACV on items 6 years and older, with \$2,500 deductible.

Coverage Comparison

Coverage	Expiring	Incumbent Renewal
Liability	Safety Nat'l	Safety Nat'l
LIMITS		
General Liability		
Each Occurrence	\$2,000,000	\$5,000,000
General Aggregate	\$4,000,000	Incl in Above
Retention	\$200,000	\$200,000
Products-Completed Operations Aggregate	\$4,000,000	Incl in Above
Personal & Advertising Injury	\$2,000,000	\$2,000,000
Damages to Premises Rented to You	\$1,000,000	\$1,000,000
Medical Expense	Excluded	Excluded
Public Officials Liability		
Each Public Officials Wrongful Act	\$2,000,000	\$5,000,000
Annual Aggregate	\$2,000,000	Incl in Above
Retention	\$200,000	\$200,000
Retro Date	5/1/06	5/1/06
Employment Related Practices Liability		
Each Wrongful Employment Practice Offense	\$2,000,000	\$5,000,000
Annual Aggregate	\$2,000,000	Incl in Above
Retention	\$200,000	\$200,000
Retro Date	5/1/06	5/1/06
Employee Benefits Liability		
Each Occurrence	\$2,000,000	\$5,000,000
Aggregate	\$4,000,000	Incl in Above
Retention	\$200,000	\$200,000
Retro Date	5/1/06	5/1/06
Law Enforcement Liability		
Each Occurrence	\$2,000,000	\$5,000,000
General Aggregate	\$2,000,000	Incl in Above
Retention	\$350,000	\$350,000

Coverage Comparison Continued

Coverage	Expiring	Incumbent Renewal
Liability	Safety Nat'l	Safety Nat'l
LIMITS		
Sexual Molestation Liability		
Per Claim	\$2,000,000	\$5,000,000
Aggregate	\$4,000,000	Incl in Above
Retention	\$200,000	\$100,000
Auto	Safety Nat'l	Safety Nat'l
LIMITS		
Auto Liability	\$2,000,000	\$5,000,000
Retention	\$350,000	\$350,000
Deductibles		
Comprehensive	\$25,000	\$25,000
Collision	\$25,000	\$25,000
Umbrella	Safety Nat'l	Safety Nat'l
LIMITS		
Each Occurrence	\$3,000,000	Incl in Above
Aggregate	\$3,000,000	Incl in Above
UNDERLYING COVERAGE		
General Liability	Yes	Incl in Above
Public Officials Liability	Yes	Incl in Above
Employment Practices Liability	Yes	Incl in Above
Employee Benefits Liability	Yes	Incl in Above
Law Enforcement Liability	Yes	Incl in Above
Auto Liability	Yes	Incl in Above

Coverage Comparison Continued

Coverage	Expiring	Incumbent Renewal
Excess Umbrella	Allied World	Homesite
LIMITS (Non-Law Enforcement)		
Each Occurrence	\$5,000,000	\$5,000,000
Aggregate	\$5,000,000	\$5,000,000
Excess Umbrella	Kinsale	Kinsale
LIMITS (Law Enforcement)		
Each Occurrence	\$5,000,000	\$5,000,000
Aggregate	\$5,000,000	\$5,000,000
Excess Umbrella	Markel	Markel
LIMITS (Combined)		
Each Occurrence	\$7,000,000	\$7,000,000
Aggregate	\$7,000,000	\$7,000,000

	Starr Surplus	Starr Surplus
Property		
LIMITS		
Building and Personal Property	\$36,993,204	\$36,993,204
Valuation – Occurrence Limit of Liability	Per SOV	Per SOV
Deductible – Property Damage	\$25,000	\$25,000
Business Income and Extra Expense Limit	14 Days	14 Days
Waiting Period	24 Hours	24 Hours
Accounts Receivable on Premises	\$1,000,000	\$1,000,000

Coverage Comparison Continued

Coverage	Expiring	Incumbent Renewal
Property	Starr Surplus	Starr Surplus
LIMITS		
Valuable Papers on Premises	\$500,000	\$500,000
Boiler & Machinery	Included	Included
Deductible	\$25,000	\$25,000
Flood (excluding Zone A & V)		
Maximum Aggregate Limit	\$2,500,000	\$2,500,000
Deductible	\$50,000	\$50,000
Earthquake	\$5,000,000	\$5,000,000
Deductible	\$50,000	\$50,000
Mobile Equipment Limit (per item)	\$10,000	\$10,000
Mobile Equipment Limit (max)	\$50,000	\$50,000
Deductible	\$25,000	\$25,000

Village of



MAYWOOD

FIRE DEPARTMENT

700 ST. CHARLES ROAD, MAYWOOD, ILLINOIS 60153 • 708-681-8661 • FAX 708-681-8840

FIRE CHIEF - CRAIG BRONAUGH, JR.

April 20, 2023

Community Policing and Public Safety Committee
Attn: Chairman Peppers and Trustee Lightford
125 S. 5th Avenue
Maywood, Illinois 60153

SUBJECT: Request for Approval of Payment for Firefighter Helmets

Good Day Sirs,

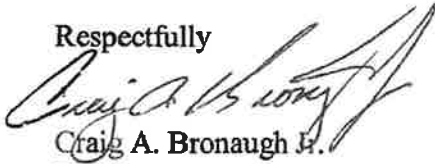
Please accept this documentation as request for approval for payment for Firefighter Helmets for the Fire Department.

The National Fire Protection Association Standard# 1851 (a standard guideline followed by Fire Departments across the country) covers the Care and Maintenance of Protective Ensembles for Structural Firefighting and Proximity. The standard states that the mandatory retirement age for Firefighter Helmets is ten years from the date of manufacture. The helmets worn by Maywood Fire Personnel while conducting structural and proximity firefighting services (because of their manufacturing date) has expired and therefore have to be retired. Included in this documentation are photos of some of the helmets in need of retirement. Also, in one of the photos is a decal describing when the helmet was manufactured. These helmets show signs of wear; leaving to question as to whether the helmet would provide the complete protection to the Firefighter using the helmet.

Of the three quotes included in this documentation (W.S. Darley Company, Fireground Supply Inc and The Fire Store.com), the recommendation from the office is to consider the submittal from W.S. Darley of Itasca, Illinois in the amount of \$13,600.00 (the others submitted were for \$18,400.00 and 20,319.60). Line Item # 01-41-87000 of the Fire Department's Operating Budget would be the source to pay for the acquisition and use of these helmets; bringing the Fire Department into compliance while also providing the full head and eye protection. There is already anticipation that because of monies received from the FEMA's Assistance to Firefighter's Grant Fund from Calendar Year 2021, this

Line Item will be (with respect to Personal Protective Equipment) significantly under budget for the Fiscal Year. On behalf of my office and the Fire Department, thank you very much for consideration.

Respectfully

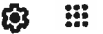


Craig A. Bronaugh Jr.
Fire Chief

C C: Office of the Village Manager
File



nfpa standard for firefighter helmets



- Shopping
- Images
- Videos
- News
- Books
- Maps
- Flights
- Finance

About 411,000 results (0.46 seconds)

InterAgency Board
<https://interagencyboard.org/news-resources>

Helmet, Protective, Structural Fire Fighting, NFPA 1971 | IAB

Jun 20, 2013 – 1 standard. NFPA 1971 requires that in order for goggles to be part of the helmet, sample goggles must meet test requirements for oven heat ...

People also search for

- nfpa 1971 helmet
- nfpa 1971 standard
- nfpa 1971 helmet life
- nfpa 1971 helmet tetrahedron
- nfpa leather helmet standards
- nfpa 1971 helmet stickers

People also ask

What is the NFPA standard for firefighter helmets?

The NFPA 1851 Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Firefighting and Proximity Firefighting states that the mandatory retirement age for helmets is 10 years from the date of manufacture. Oct 31, 2022

Bullard
<https://www.bullard.com/insights/replacing-your-fi...>

Replacing Your Fire Helmet - Bullard

Search for: What is the NFPA standard for firefighter helmets?

What is the NFPA standard 1971?

What are the standard helmet colors for NFPA?

What is the difference between NFPA and OSHA fire helmets?

Is NFPA 13 a code or standard?

What is the difference between NFPA 750 and NFPA 15?

Feedback

TheBigRedGuide.com
<https://www.thebigredguide.com/Helmets>

NFPA Firefighter Helmets (68) - TheBigRedGuide.com

MSA Rescue 360R is a fire helmet. The helmet meets NFPA 1951-2007 requirements (USAR).... Add to Compare.

National Fire Protection Association
<https://www.nfpa.org/all-codes-and-standards/detail>

NFPA 1971: Standard on Protective Ensembles ...

NFPA 1971 protects fire fighting personnel by establishing minimum levels of protection from thermal, physical, environmental, and bloodborne pathogen ...



Jeffrey O. and Grace G. Stull

PPE Update

Why the 10-year PPE retirement rule lives on

NFPA members recently voted to keep the mandatory 10-year retirement rule in place for PPE; here's why and why it is so difficult to evaluate

Jul 23, 2013

Last month, the National Fire Protection Association held its annual meeting in Chicago. As the case with such events, continuing controversial issues can be brought to the floor of the NFPA Technical Association meetings and resolved by the NFPA members present.

This year a challenge was made to the proposed new edition of NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Firefighting and Proximity Firefighting.

The challenge was on continuing the mandatory 10-year retirement for all protective elements, with specific focus on firefighter helmets. As provided in such forums, debate on both sides of the issue ensued and a moderate majority of NFPA members favored retaining the current 10-year requirement by a vote of 105 to 76.

The debate

Proponents for retiring protective elements at 10 years have stated that it is essential for firefighters to periodically replace their gear. A fundamental part of this argument is that NFPA standards are not intended to be replaced every 10 years.

organizations are fire departments and other entities that have responsibility for firefighter PPE. No specific changes were made to address retirement or provide further guidance for ascertaining the acceptable service life of turnout gear.

The topic on gear retirement and other subjects related to structural firefighting protective ensemble selection, care and maintenance are being further investigated as PPE service life is a major concern among fire departments across United States and Canada. The Fire Protection Research Foundation is launching a new project that will examine these issues and help define the "landscape of information related to PPE selection, care, and maintenance," with the output to potentially define the priorities for the next revision of NFPA 1851.

Besides focusing on gear service life, the Fire Protection Research Foundation will also turn its attention to the better understanding the problems facing firefighters for gear contamination and gathering information related to the approach for cleaning and decontamination.

In addition to examining current research, the foundation intends to conduct an extensive survey of firefighters, manufacturers, and cleaning and repair service providers. This survey will likely be launched later this year.

Rekindled debate

The debate on the 10-year retirement rule for firefighter helmets has created a renewed attention on all aspects related to turnout clothing and equipment care and maintenance that is well overdue. While NFPA 1851 tries to specify minimum requirements, the majority of these criteria are over generalized and still require departments to exercise a significant amount of judgment.

Information provided by manufacturers is often equally vague, mainly because it is impossible for manufacturers to anticipate the myriad of different conditions that can exist and provide specific guidance. More detailed and comprehensive information is needed to let fire departments and firefighters make informed decisions.

A debate that produces and causes the fire service to re-examine its positions is an appropriate way to start this process.

Liquid-protection testing

Earlier, we reported on an effort to re-examine how gear is evaluated for liquid protection properties. We are assessing to what extent firefighters get wet during structural fires and the types of liquids most frequently encountered. To this end, the following short survey is available for any firefighter to complete.

We thank you in advance for your participation.



DARLEY FIRE EQUIPMENT DIVISION
 W.S. DARLEY & CO.
 325 SPRING LAKE DR. • ITASCA, IL 60143
 Toll Free: 800-323-0244 • Phone: 630-735-3500 • FAX: 708-345-8993
 FEIN 36-0976610 DUNS 005094842 CAGE 15952

Prepared By:
 Lou Vicelli
 louvicelli@darley.com
 Direct 630-735-3531, Cell 630-209-7484

Quotation

Sold To:

Maywood FD
 Chief Bronaugh

Ship To:

Same

Date	7/5/2022
Ship Terms	
Add	
Pay Terms	Net 15
Acct. #	
Ref. #	

Line	Qty.	Mf.	Item #	Description	Unit Price	Line Total
1	39	Caims	CTRD51M2A22100	Helmet, 880 w/NFPA Bourkes, Color Black	\$ 340.00	\$ 13,260.00
2	1	Caims	CTRD54M2A22100	Helmet, 880 w/NFPA Bourkes, Color White	\$ 340.00	\$ 340.00

Notes:

Subtotal \$ 13,600.00
 Sales Tax
 Total \$ 13,600.00

Offer valid for 30 days
 Thank you for your business!



Fireground Supply

23900 W Industrial Drive South Plainfield, Illinois 60585
United States

<http://firegroundsupply.deco-uniforms.com>

Quote # 747948

PO Number Helmets
Date 30/Jun/2022
Valid Until 30/Jul/2022
Shipping Free Shipping
Maximum Delivery Days 30

Billing Address

Craig Bronaugh Jr.
Maywood Fire Department
700 St Charles Rd
Maywood , Illinois United States 60153

PH: 708-681-8860
Email: cbronaugh@maywoodfire-il.org

Shipping Address

Craig Bronaugh Jr.
Maywood Fire Department
700 St Charles Rd
Maywood , Illinois United States 60153

Product	Color	Size	Price	Qty	Total
1. LFH8228F - Legend Z w/Flipdowns Quickclean	Black		\$395.00	39	\$15,405.00
2. LFH8228F - Legend Z w/Flipdowns Quickclean	White		\$395.00	1	\$395.00
3. 6-2PP-SD	Black		\$65.00	40	\$2,600.00
Subtotal					\$18,400.00
Shipping					\$0.00
Tax					\$0.00
Grand Total					\$18,400.00
Deposit Required					\$0.00
Payments					\$0.00
Balance Due					\$18,400.00

(All prices are shown in USD)

Terms

Net 15

name . date

You are important to us. Your complete satisfaction is our intent. Please like us on Facebook

LFH8228F - Legend Z w/Flipdowns Quickclean

Front



Colors

■ Black

Product Description

Featured only on our newest American Legend™ QuickClean™ series helmets that are built strong to last long using state-of-the-art composites to form the lightest, strongest Legend fiberglass helmet ever, keeping you **READY FOR ACTION!**

LFH6228F - Legend Z w/Flipdowns Quickclean

Front



Colors

□ White

Product Description

Featured only on our newest American Legend™ QuickClean™ series helmets that are built strong to last long using state-of-the-art composites to form the lightest, strongest Legend fiberglass helmet ever, keeping you **READY FOR ACTION!**

6-2PP-SO

Color

Black

Product Description

This order has been fulfilled by:

Response Graphics & Embroidery

23900 W Industrial Drive South Plainfield, Illinois 60585
United States

<http://responsegraphics-us.deco-apparel.com>

This is a Residential Address ⓘ

ENTER EMAIL ADDRESS

Email Address *

bruno615@aol.com


We need you email address to send you information about your order.

Sign up for our Newsletter to receive promotions

SUMMARY	
SUBTOTAL 40 ITEMS	\$20,319.60
Subtotal Does Not Include Shipping Or Tax	
Shipping	\$0.00
TOTAL	\$20319.60

Have a Promo Code? ⓘ ▼

Items to Ship (40) ▲



Cairns 1044 Helmet, Black, NFPA, OSHA
\$507.99

SKU: 1044NCSB // IN STOCK, ORDER NOW!

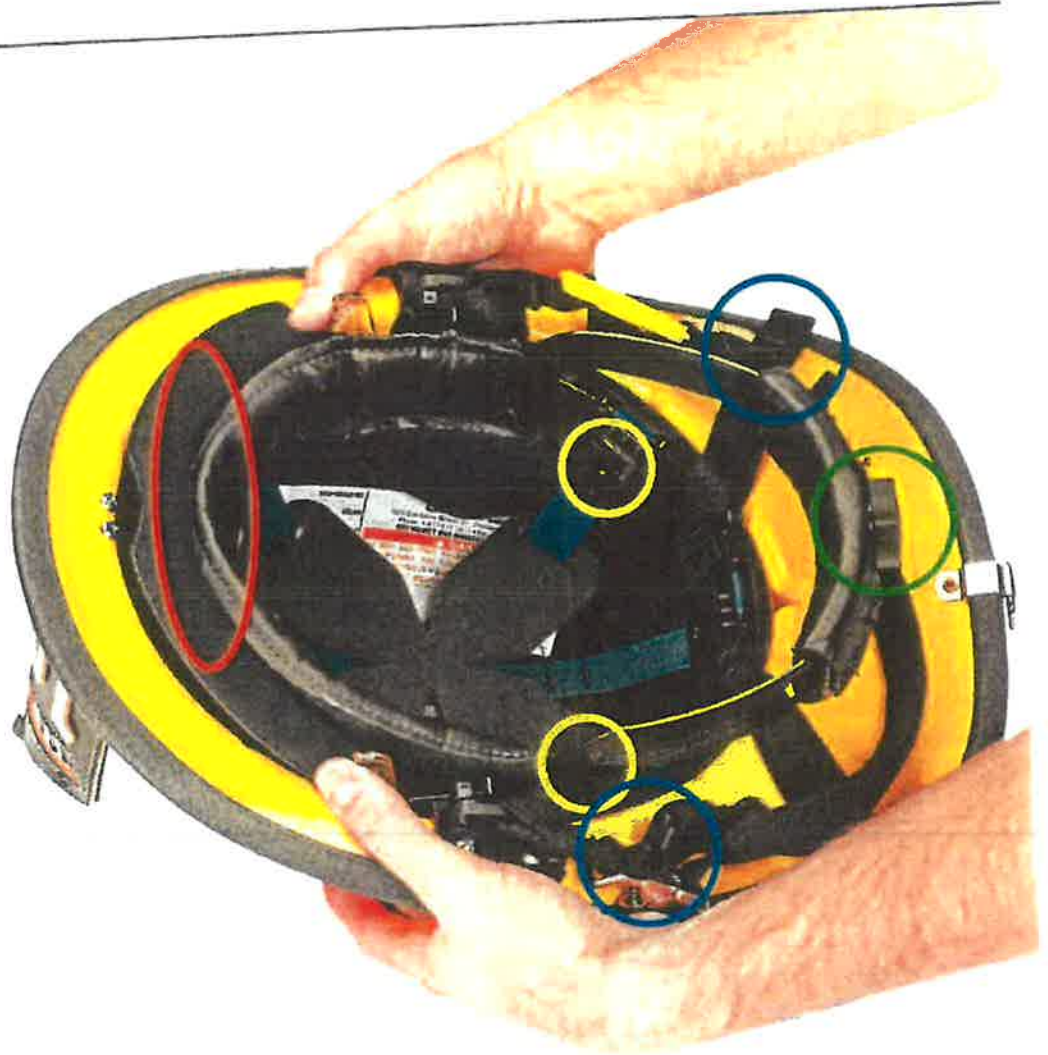
Quantity: 40
Amount: **\$20,319.60**

Edit Cart

You will have an opportunity to review your order on the next step.

MSA Cairns® Fire Helmets

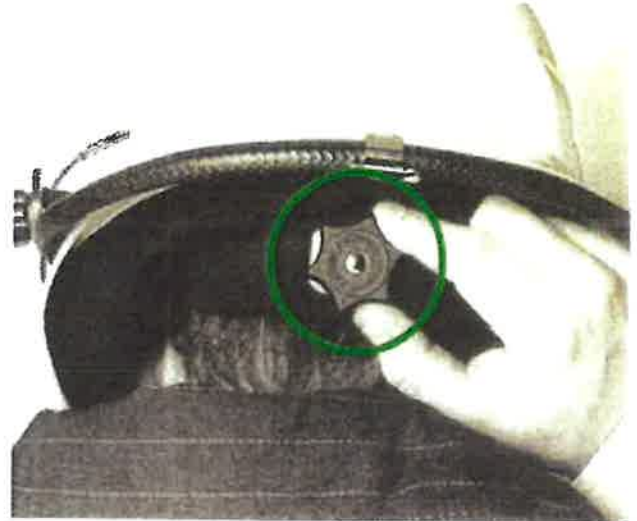
Quick-Start Fit Test Guide



1. Adjust front headband ride height by pulling Velcro tabs apart; set height to a position that maximizes helmet fit, stability and comfort.

Note: Angle or location of front headband may need to change, depending upon whether or not you wear an SCBA facepiece.

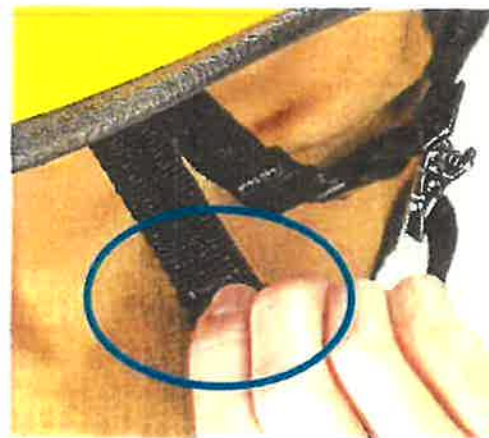




- 3. Don helmet and adjust ratchet to maximize fit, stability and comfort of headband and nape strap around your head. Proper fit places front headband just above your eyebrows, sides of headband above your ears and nape strap "hugging" the bump on the back of your head. Then, connect yellow quick-release buckle, cinching chin strap so that it fits snugly under your chin.**

Note: If you feel gaps between your head and headband liner, refer to Foam Pad Adjustment Kit included with your helmet.

- 2. Adjust location of nape strap by locating button at end of both nape strap arms. Press button in and slide nape arm to desired location. Be sure to don helmet as you adjust from one location to next; adjustment should be made to maximize helmet fit, stability and comfort.**



- 4. For helmets equipped with optional four-point chin strap, with main chin strap connected and cinched, pull additional straps and connect hook to loop. As with others, this adjustment should be made to maximize helmet fit, stability and comfort.**

Note: This Bulletin contains only a general description of the products shown. While uses and performance capabilities are described, under no circumstances shall the products be used by untrained or unqualified individuals and not until the product instructions including any warnings or cautions provided have been thoroughly read and understood. Only they contain the complete and detailed information concerning proper use and care of these products.



P/N 10173132 Rev 0
ID 3600-83-MC / Dec 2015
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MSA – The Safety Company
1000 Cranberry Woods Drive
Cranberry Township, PA 16066 USA
Phone 724-776-8600
www.MSAsafety.com
U.S. Customer Service Center
Phone 1-800-MSA-2222
Fax 239 1-800-967-0398

MSA Canada
Phone 1-800-672-2222
Fax 1-800-967-0398
MSA Mexico
Phone 01 800 672 7222
Fax 52 - 44 2227 3943



Operating Manual

**MSA Cairns® Traditional, Modern and
Leather Fire Helmets**



Order No.: 10043529/29
Spec.: 10000005389(F)
Doc. No.: 10000015451
CR 800000047123



VILLAGE OF MAYWOOD INTERDEPARTMENTAL MEMORANDUM

To: Jim Krishke, Village Manager
From: John West, Director of Public Works
RE: F-550 Arbor Body
Date: May 1, 2023

To continue expanding the services provided for Maywood residents the department is seeking an arbor body truck. The truck along with an existing chipper machine will allow regularly scheduled tree debris removal and grinding. Attached with this memo is a quote from Currie Motors, a Sourcewell products provider, for a F-550 Chassis with an arbor body at the total assembled price of \$122,872.00, and a financing with KS State Bank for three (3) year annual payments of \$43,467.83, starting in 2023.

This vehicle can be assembled in Mid-May 2023, and the equipment for the body is currently in stock. I am requesting this item be placed on the May 16, 2023, BOT agenda for discussion and approval. Please let me know if you have any questions.

Cc; File



Baystone Government Finance

May 2, 2023

FORMAL PROPOSAL

OBLIGOR: VILLAGE OF MAYWOOD, IL

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the three (3) year, and five (5) year terms.

EQUIPMENT: 2023 FORD F-550 WITH UPFITTING

OPTION 1					
Acquisition Cost:	\$122,872.00	Term:	Three (3) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Semi-Annual	Payment Amount:	\$22,021.23
Trade In:	\$ 0.00	Interest Rate:	6.000%		
Principal Balance:	\$122,872.00	Rate Factor:	0.179221		
OPTION 2					
Acquisition Cost:	\$122,872.00	Term:	Three (3) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual	Payment Amount:	\$43,467.83
Trade In:	\$ 0.00	Interest Rate:	6.260%		
Principal Balance:	\$122,872.00	Rate Factor:	0.353765		
OPTION 3					
Acquisition Cost:	\$122,872.00	Term:	Five (5) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Semi-Annual	Payment Amount:	\$13,929.93
Trade In:	\$ 0.00	Interest Rate:	5.810%		
Principal Balance:	\$122,872.00	Rate Factor:	0.113369		
OPTION 4					
Acquisition Cost:	\$122,872.00	Term:	Five (5) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual	Payment Amount:	\$27,474.26
Trade In:	\$ 0.00	Interest Rate:	5.910%		
Principal Balance:	\$122,872.00	Rate Factor:	0.223601		

- To lock in the Obligor's rate for the term of the obligation, Baystone Government Finance will establish a Vendor Payable Account (VPA) on behalf of the Obligor. This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before May 19, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. The Obligor will control the draws from this VPA. This is a non-interest bearing account.
- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

BAYSTONE GOVERNMENT FINANCE

VILLAGE OF MAYWOOD, IL

David Burr ~ dburr@ksstate.bank
Assistant Vice President

Signature

Title

Date

Prepared for: , Village Of Maywood

2023 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 335



Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Quote ID: F550Chassi
Date: 04/18/2023

Prepared for:

Village Of Maywood

Prepared by: THOMAS SULLIVAN

04/18/2023



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 335 | Quote ID: F550Chassi

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F5H	Base Vehicle Price (F5H)	\$52,920.00
Packages		
660A	Order Code 660A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Tires: 225/70Rx19.5G BSW A/P - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i>	\$9,995.00
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.</i>	Included
X4L	Limited Slip w/4.30 Axle Ratio	\$395.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00
Wheels & Tires		
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included

Prepared for:

Village Of Maywood

Prepared by: THOMAS SULLIVAN

04/18/2023



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 335 | Quote ID: F550Chassi

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
169WB	169" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
	<i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>	
96V	XL Chrome Package <i>Includes:</i> - Chrome Front Bumper - Bright Grille - Remote Start - Halogen Fog Lamps	\$225.00
473	Snow Plow Prep Package <i>Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply: see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output.</i>	\$250.00
	<i>Includes:</i> - 350 Amp Dual Alternators <i>Includes 190 Amp + 160 Amp.</i>	
535	High Capacity Trailer Tow Package <i>Includes trailer brake wiring kit and upgraded rear axle. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration</i>	\$580.00
41H	Engine Block Heater	\$100.00
61J	6-Ton Hydraulic Jack	\$55.00
67A	350 Amp Dual Alternators <i>Includes 190 Amp + 160 Amp.</i>	Included
18B	Platform Running Boards	\$320.00

Prepared for:

Village Of Maywood

Prepared by: THOMAS SULLIVAN

04/18/2023

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423



2023 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 335 | Quote ID: F550Chassi

As Configured Vehicle (cont'd)

Code	Description	MSRP
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00
43C	110V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
--------	---	-----

Emissions

425	50-State Emissions System	STD
-----	---------------------------	-----

Exterior Color

Z1_01	Oxford White	N/C
-------	--------------	-----

Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
-------	---	-----

Upfit Options

2023-049	11' Arbortech Body	\$54,392.00
----------	--------------------	-------------

Prepared for:

Village Of Maywood

Prepared by: THOMAS SULLIVAN

04/18/2023



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 335 | Quote ID: F550Chassi

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p>CHIPPER:</p> <ul style="list-style-type: none"> - CHIP BOX WITH CUTOUT- 11' X 66"L X 96"W - CURBSIDE INTERIOR LADDER BOX WITH PRUNER SHELF AND LOCKING REAR DOOR - 30" H SWING TO SIDE TAILGATE - UPPER RADIUS PANEL VENTS - 5" H LONG SILLS - COAL TAR INTERIOR OF CHIP BOX - UNDERCOATED UNDERSIDE OF CHIP BOX - MUD FLAPS W/ ARBORTECH LOGO - LED LIGHT PACKAGE WITH 6 & 7 RV STYLE TRAILER PLUG. - PAINTED STANDARD COLOR RED, WHITE OR BLACK - (2) ADJUSTABLE SHELVES: - (8) SWIVEL ROPE HOOKS: - LOCKING DOORS WITH DOOR SEAL AND SECURITY RODS - 4 HEAD AMBER STROBE SYSTEM: (2) LED LIGHTS IN FRONT & REAR - SUBFRAME MOUNTED HOIST WITH ELECTRIC POWERED HYDRAULICS - ELECTRIC PUMP HOSE AND FITTING INSTALLATION - RUBBER WHEEL CHOCK AND BRACKET ASSEMBLY (2) - 5 LB. FIRE EXTINGUISHER W/ MOUNTING BRACKET - ROADSIDE TRIANGLE/FLARE KIT - WHELEN R1LPPA MINI AMBER STROBE MOUNTED TO CAB - WHELEN, TRAFFIC ADVISOR LED 8 LAMP AMBER 47" LONG 	
SUBTOTAL		\$120,977.00
Destination Charge		\$1,895.00
TOTAL		\$122,872.00



Prepared for:

Village Of Maywood

Prepared by: THOMAS SULLIVAN

04/18/2023

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 335 | Quote ID: F550Chassi

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

Additional Warranty

Diesel Engine Warranty

Diesel engine warranty

60 months/100,000 miles



Prepared for:

Village Of Maywood

Prepared by: THOMAS SULLIVAN

04/18/2023

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 335 | Quote ID: F550Chassi

Pricing Summary - Single Vehicle

MSRP

<i>Vehicle Pricing</i>	\$52,920.00
Base Vehicle Price	\$13,665.00
Options	\$0.00
Colors	\$54,392.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$1,895.00
Destination Charge	\$122,872.00
Total	

Customer Signature

Acceptance Date



FORD CREDIT
Municipal Finance

1 American Road, MD 7500
Dearborn, Michigan 48126
1-800-241-4199, press 1

Financing Quote # 102855

April 18, 2023

Municipality: Village of Maywood
Dealer: Currie Motors

Ford Credit Municipal Finance is pleased to provide the following quote for your consideration.
Expiration Date: 6/17/2023

VEHICLE INFORMATION

Description	Unit Price
2023 Ford F-550 w/ chipper	\$122,872.00

COST INFORMATION

Total Asset Cost	Underwriting Fee	Amount Financed
\$122,872.00	\$545.00	\$123,417.00

FINANCING OPTIONS

Number of Payments	Payment Timing	Rate	Payment Amount
48	Monthly	8.34%	\$3,011.77
60	Monthly	8.34%	\$2,505.17

This quote was prepared assuming the lease qualifies for Federal Income Tax Status for Ford Credit Company LLC under Section 103 of the IRS Code and is not a commitment by Ford Credit Municipal Finance. Financing is subject to credit review.

Thank you for the opportunity to provide this quote. If you have any questions, need additional options, or would like to proceed with the application process, please contact by using the information below.

Sincerely,


Bri Tvenstrup

Bri Tvenstrup
Marketing Coordinator
brinnic3@ford.com
1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be an offer of financing and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.



VILLAGE OF MAYWOOD INTERDEPARTMENTAL MEMORANDUM

To: Jim Krischke, Village Manager
From: John West, Director of Public Works 
RE: 2 Ton Asphalt Hot Box
Date: May 1, 2023

Pothole repair is a constant departmental service challenge. This season the challenge has been made very difficult by the unsafe nature of heavy soot laden black smoke emanating from the departments' current hot box. Several attempts have been made to clean the machine and improve air flow to reduce soot level, however it has not yielded enough of a positive result to protect worker safety.

Attached with this memo is a Sourcewell quote and specifications from Mid-West Paving Equipment, Inc. for a newly built Falcon 2-ton hot box and recycler at a cost of \$34,553.00. The department's current machine is a Stepp Manufacturing Inc. product, and while the machines purchased from Stepp have served the village well for twelve plus years, I believed it is in the departments best interest to purchase a Falcon and its upgraded recycling core heating system.

I am requesting that this item be placed on the May 16, 2023, BOT agenda for discussion and approval with my recommendation to waive the bid process and accept Mid-West Paving Equipment Inc's., product quote. Please let me know if you have any questions.

Cc; File



Midwest Paving Equipment, Inc.
 757 DuPage Blvd Suite 2387
 GLEN ELLYN, IL 60137 US
 (630) 453-0772

Midwest Paving Equipment, Inc.

estimate

ADDRESS

Village of Maywood
 40 Madison Street
 Maywood, IL 60153

SHIP TO

Village of Maywood
 40 Madison Street
 Maywood, IL 60153

ESTIMATE # 1636

DATE 04/28/2023

EXPIRATION DATE 06/28/2023

5D2TT

2-Ton Falcon Asphalt Recycler & Hot Box Trailer
 12-Volt Battery
 Triple Wall Construction and Fully Insulated
 Automatic Temperature Control
 Diesel Burner VIP Technology - Voltage Indicator and
 Protector
 Controller Automatically Prevents Burner(s) from
 Operating
 Below Burner Manufacturer's Required Voltage
 One-Piece, Seamless Ceramic Combustion Chamber
 Independently Certified 92% Fuel Efficiency
 Diamond Tread Plate Hopper Access Platform
 Electric Brakes w/ Safety Breakaway
 Conspicuity Tape
 Included Options:
 Battery Charger Package
 Single diesel burner
 Dump Box -power up/power down
 Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular
 Steel
 Standard frame - 16'
 Falcon Smart Control package includes VIP, 7-day
 timer, fuel level gauge, hour meter, voltmeter, and
 temperature gauge
 LED Lighting Upgrade - Two Red Stop/Tail/Turn
 Lights and
 One Amber Strobe Per Side
 LED night work lights
 Warning strobe light
 Upgrade to ST235/80R 16" Tires - Load Range E
 Release agent basket
 3 position tool holder

1

36,607.00

36,607.00

	1	0.00	0.00
Paint			
Color Falcon Red	1	0.00	0.00
Trailer Plug			
Specify One (RV plug Round Plug 7 Flat pins) (Semi Plug round Plug 7 round Pins) (Cole Hersey Round Plug 6 Round Pins)	1	936.00	936.00
Sales			
Midland MI to Maywood, IL	-1	3,660.00	-3,660.00
Discount			
***Sourcewell Contract # 052417-FRM			Subtotal: 33,883.00
			0.00
Options	1	0.00	0.00
NJP0A99	1	250.00	250.00
Electric Hitch Jack	1	309.00	309.00
NJP0067	1	200.00	200.00
Step (to Hopper Access Platform)	1	200.00	200.00
NJP1099A			
Shovel Clip (Stainless Steel) PAIR Mounted on hopper angled wall Curb side	-1	89.00	-89.00
Discount			
***Sourcewell Contract # 052417-FRM			Subtotal: 670.00
			0.00
Warranty	1	0.00	0.00
Two Year Factory, Lifetime Frame Warranty	1	0.00	0.00
Falcon CCMFG			
5 Year Combustion Chamber Maintenance Free Guaranty	1	0.00	0.00
Manual			
Operator, Parts and Service Manual Electronic	1	0.00	0.00
Training			
On-site Operation and Service Training	1	0.00	0.00
Why a FALCON?			
Why Falcon?			
It's Versatile			
• Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings)			
• Transport asphalt and keep it hot all day and hold it overnight			
• Heat and re-heat cold patch			
It's Cost-Effective			
• When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed			
• When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement			
• Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift			

- VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage
 - A Falcon is designed to allow the burner to run while in tow - preventing material from cooling while being transported
 - Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots
 - Standard 2-year machine warranty and lifetime frame warranty
- It's a Falcon

***Lead time is Currently 120 Days. This will be verified or adjusted at time of order.

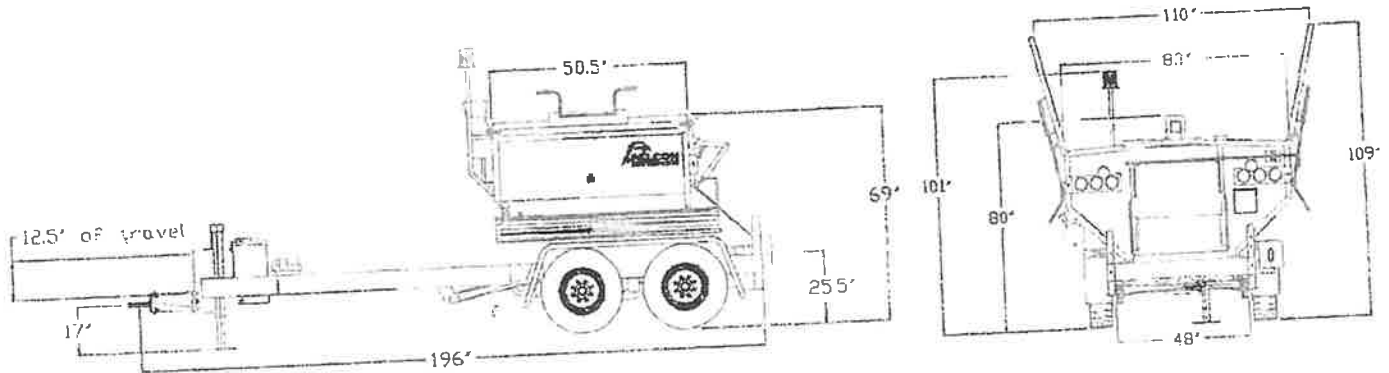
SUBTOTAL
TAX
TOTAL

34,553.00
0.00
\$34,553.00

Accepted By

Accepted Date

2 TON ASPHALT HOT BOX AND RECYCLER



Type

Capacity

Base Weight

Weight loaded with material

GVWR

Fuel Source

Fuel Capacity

Burner Type

Number of burners

Unloading door

Loading doors

Hopper opening

Width

Length

Height

Construction

Axles

Tires

Brakes

Hitch

Paint

Frame

Asphalt repair areas

Warranty

2 Ton Trailer

4,000 lbs of material

3,350 lbs

7,350 lbs

7,000 lbs (Dump box) 9,810 lbs

Diesel

15 gallons for dump box - 18 gallons on fixed trailer

105,000 BTU Diesel Beckett burner w/electronic spark ignite

1

Insulated guillotine, 16"Hx33" W

Manual 50"L x 41"W

110" - doors open

83"

16'

69"

Triple wall insulated - air jacketed

10 gauge capping channel and corner molding (adds structural integrity)

Hopper floor heated - 1/4" steel

Wiring is external to hopper

Double eye leaf springs, Single axle - Tandem axle on dump box

8-bolt wheels w/9x16" tires

4 wheel electric brakes with safety breakaway

Pintle eye

Blasted and painted with two coats of epoxy primer and urethane finish

Tubular steel frame with boxed-in and enclosed gussets

9'x9'x4" depth (80 potholes 1'x1'x4" depth)

Two year machine warranty, lifetime frame warranty

Falcon Asphalt Repair Equipment
2600 W. Salzburg Rd.
Freeland, MI 48623
sales@falconrme.com

Phone: (989) 495-9332
Fax: (989) 495-9342
www.falconrme.com

WWW.FALCONRME.COM



2 TON ASPHALT HOT BOX AND RECYCLER

STANDARD:

- Battery charger package
- Automatic temperature control
- VIP technology
- One piece ceramic combustion chamber (diesel)
- Diamond tread plate hopper access platform
- Heated shoveling platform
- 12 volt deep cycle batteries
- Conspicuity tape

OPTIONS:

- Hydraulic dump function
- Hydraulic loading and unloading doors
- LED light upgrades including LED arrow board
- 30 gallon tack tank with spray system and hose reel
- Basket for mounting compactor
- Wash-down system
- 24-hour or 7-day timer
- Short frame - 14'
- XL frame - 18', 20'
- Electric overnight heat
- Hoist - manual or electric
- Tire upgrade
- Propane torch with bracket
- Other customizable options available

Falcon hot boxes and recyclers give you unparalleled **versatility**. You can **transport cold mix**, keeping it warm during the winter months and making it easier to work with; you can **transport hot mix and keep it hot all day**; and you can **hold hot mix overnight**, keeping it warm for up to 48 hours. You can also **reclaim unused hot mix**, eliminating the waste of good material, and you can **recycle asphalt chunks and millings**. All of this makes Falcon the most versatile machine you can buy for pavement preservation.

All Falcon machines are built with pride in Michigan and come with the following standard features: **patented heat management system** featuring a 5-year maintenance-free combustion chamber, **large unloading door** for easy access, **patented VIP system** to eliminate damage from low voltage, a **2-year machine warranty and lifetime frame warranty**, an emphasis on **curbside safety** and easy platform work surfaces, and a durable and **reliable dump system**.

THE FALCON ADVANTAGE



Large Unloading Door
For Easy Access



Patented Heat
Management System



Platform For Safe, Easy
Hopper Access



Patented VIP - Low
Voltage Shutdown



Dump System - Pivot
Point & V-Body



Lifetime Frame
Warranty

Falcon Asphalt Repair Equipment
2600 W. Salzburg Rd.
Freeland, MI 48623
sales@falconrme.com

Phone: (989) 495-9332
Fax: (989) 495-9342
www.falconrme.com



VILLAGE OF MAYWOOD

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

May 16,2023

To: Mayor and Village Board

From: Jim Krischke, Acting Village Manager

Re: Vactor Truck financing and down payment

Mayor and Village Board:

Please see the memo and financing proposal for the recently approved purchase of a new Vactor Truck (April 18, 2023). Prior approval provided for funding via a loan from a municipal funding source working with the dealer. Upon review of the financing, Finance Director Lanya Satchell was able to secure bank financing at a rate less than what was offered through the dealer.

Based upon reviewing the village financials, and comparing the financing options, the Finance Director recommended the financing proposal from KS State Bank be accepted. The terms of this financing option require an annual payment of \$125,573.96 in 2023/24. Funds are available to take advantage of this option although a budget amendment may be required based on year-end 2023/24 results.

Based on the recommendations of the Public Works Director and Finance Director approval of the funding proposal with subsequent down payment is recommended.



VILLAGE OF MAYWOOD INTERDEPARTMENTAL MEMORANDUM

To: Jim Krischke, Village Manager
From: John West, Director of Public Works *JW*
RE: Down Payment new Vactor 2100i
Date: May 8, 2023

The recently approved Standard Equipment Vactor 2100i purchase has received new financing from KS State Bank, which requires a \$125,573.96 down payment in 2023, and four exacting annual payments for the same amount each of the next four (4) years. This item needs to go to the board for approval of the down payment expenditure.

I am requesting this item be placed on the May 16, 2023, BOT agenda for discussion and approval. Please let me know if you have any questions.

Cc; file



Baystone Government Finance

April 25, 2023

FORMAL PROPOSAL

OBLIGOR: VILLAGE OF MAYWOOD, IL

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the five (5) year, and seven (7) year terms.

EQUIPMENT: NEW VACTOR 2100I SEWER CLEANER/ 2023 FREIGHTLINER

OPTION 1					
Acquisition Cost:	\$568,940.00	Term:	Five (5) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Semi-Annual	Payment Amount:	\$64,313.42
Trade In:	\$ 0.00	Interest Rate:	5.670%		
Principal Balance:	\$568,940.00	Rate Factor:	0.113041		

OPTION 2					
Acquisition Cost:	\$568,940.00	Term:	Five (5) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual	Payment Amount:	\$126,875.63
Trade In:	\$ 0.00	Interest Rate:	5.760%		
Principal Balance:	\$568,940.00	Rate Factor:	0.223004		\$125,573.96

OPTION 3					
Acquisition Cost:	\$568,940.00	Term:	Seven (7) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Semi-Annual	Payment Amount:	\$48,542.40
Trade In:	\$ 0.00	Interest Rate:	5.750%		
Principal Balance:	\$568,940.00	Rate Factor:	0.085321		

OPTION 4					
Acquisition Cost:	\$568,940.00	Term:	Seven (7) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual	Payment Amount:	\$95,420.52
Trade In:	\$ 0.00	Interest Rate:	5.710%		
Principal Balance:	\$568,940.00	Rate Factor:	0.167716		

- To lock in the Obligor's rate for the term of the obligation, Baystone Government Finance will establish a Vendor Payable Account (VPA) on behalf of the Obligor. This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before May 9, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. The Obligor will control the draws from this VPA. This is a non-interest bearing account.
- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

BAYSTONE GOVERNMENT FINANCE

VILLAGE OF MAYWOOD, IL

David Burr ~ dburr@ksstate.bank
Assistant Vice President

Signature

Title

Date



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

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

mtjurusik@ktjlaw.com
DD 312-984-6432

www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: May 10, 2023
RE: Approval of Intergovernmental Agreement with Melrose Park relative to the 9th Avenue Resurfacing Project

Per the direction of Village Engineer Bill Peterhansen, I have enclosed the following documents for your review, consideration and action at the May 16, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. A memo dated May 3, 2023 to the Village Manager from Village Engineer Bill Peterhansen regarding the 9th Avenue Resurfacing Project and Intergovernmental Agreement with Melrose Park;
2. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MELROSE PARK AND THE VILLAGE OF MAYWOOD FOR THE 9th AVENUE RESURFACING PROJECT; and
3. The Cost Sharing Intergovernmental Agreement Between the Village of Melrose Park and the Village of Maywood for the 9th Avenue Resurfacing Project (including its Exhibit "A" - the Estimate of Probable Costs from Hancock Engineering), which Agreement is attached to the Resolution as Exhibit "1".

Approval of the Intergovernmental Agreement with Melrose Park will facilitate cost-sharing for the 9th Avenue Resurfacing Project between Maywood and Melrose Park, as further explained in the attached memo from Bill Peterhansen.

If there are any questions, please contact me.

Mike

Enclosures

- cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
James Kruschke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

MEMO

Date: May 3, 2023

To: Village of Maywood

Attn: Mr. James Krischke, Acting Village Manager

Cc: Mr. John West, Director of Public Works
Ms. Lanya Satchell, Director of Finance

From: Bill Peterhansen, P.E., CFM

Re: 9th Avenue Resurfacing Project – Main Street to Chicago Avenue
Surface Transportation Program (STP) - Local Agency Functional Overlay (LAFO)
Intergovernmental Agreement with Melrose Park

Background

In 2020, the Village applied for funding for various projects eligible for funding through the Surface Transportation Program (STP), as overseen by the North Central Council of Mayors (NCCM) and the Chicago Metropolitan Agency for Planning (CMAP). Through the STP funding process, the Village is able to obtain 80% Federal Funding of improvements to collector routes throughout the Village. Most recently we obtained \$2,800,000 for improvements to Washington Boulevard.

The Village's roadways were evaluated by CMAP in 2020. The pavement ratings were found to be "11-25 (Serious)" for the section of 9th Avenue from Lake St. to Chicago Ave., and "41-55 (Poor)" for the section of 9th Avenue from Main St. to Lake St.

Within the NCCM 5 Year Plan, Improvements to 9th Avenue from Main Street to Chicago Avenue have been programmed for the Federal Fiscal Year 2024. The program year is dependent upon overall funds available to the Council as well as CMAP's Project Rating System which takes into account the roadway condition as well as other various factors.

Joint Project

The project straddles the Village border with Melrose Park, which runs along the centerline of 9th Avenue. As such, one local agency will need to take the lead for the project administratively with the Illinois Department of Transportation (IDOT). The Village of Melrose Park has provided an Intergovernmental Agreement to be the primary Local Agency, and then the Village of Maywood will be

invoiced upon the Village of Melrose Park receiving invoices from either Hancock Engineering or the State of Illinois. Both Villages will evenly split the costs of the Professional Services as well as the Construction of the project, with the exception of certain items such as sewer or water repairs that would be independent of each respective Village. Furthermore, Hancock Engineering serves as the Village Engineer to the Village of Melrose Park and can easily communicate, coordinate, and streamline the project amongst both communities.

Summary of Project Scope

9th Avenue from Main Street to Chicago Avenue will be resurfaced for a length of approximately 1,500', including replacement of intermittent concrete curb and gutter, and sidewalk, installation of ADA compliant sidewalk ramps, intermittent full depth pavement patching, repair/replacement of utility structures and drainage pipes where needed, repair of combined sewers and water mains where needed, removal of existing hot-mix asphalt surface, installation of hot-mix asphalt leveling binder and surface courses, thermoplastic pavement markings, landscaping restoration and other ancillary work.

The above scope of work qualifies the project for improvement within the scope of the Local Agency Functional Overlay (LAFO) Program.

Summary of Engineering Agreements (to be administered by the Village of Melrose Park)

The Preliminary Phase I Engineering primarily includes investigating IDOT criteria and correspondence including preparation of Local Agency Functional Overlay (LAFO) Preliminary Design Report BLR 46300, all required exhibits, environmental clearances, traffic analysis, Phase I Bureau of Local Roads Kickoff Meeting and other necessary preliminary design criteria.

The Design Phase II Engineering includes the collection and drafting of existing topographical survey information of the site; verification of existing drainage patterns, design ADA compliant curb ramps, sidewalk improvements, and underground utility improvements; prepare detailed proposed plans of the improvements per IDOT standards; prepare specifications and bid documents in accordance with respective policies and procedures of IDOT; the submittal and obtainment of permits to the Metropolitan Water District of Greater Chicago regarding sewer improvements within a combined sewer area, the submittal and obtainment of permits to the IEPA regarding erosion control practices, and the preparation and submittal of detailed estimates of construction costs per IDOT standards.

The Construction Engineering Services include attending a preconstruction conference; administration of the construction documentation per IDOT standards; construction layout of the improvements; construction inspection of proposed improvements noting compliance and deficiencies in work; documentation of quantities completed; utilization of a sub consultant to perform Quality Assurance materials testing as required by IDOT, preparation of pay estimates; review of contractor's submittal of invoices and waivers; final closeout documentation associated with the MWRDGC and IDOT; a final walk through with Village staff and creation of a punchlist (if necessary) of items requiring further attention; and the making of a recommendation of final acceptance of the project upon conclusion.

Schedule

The following is a recommended schedule for the project:

May 2023:	Approve Intergovernmental Agreement
August 2023:	Complete Phase I Preliminary Engineering

September 2023: Preliminary Submittal of Phase II Design Engineering Plans, Specifications, and Estimate of Cost (PS&E)
 November 2023: Final Submittal of Phase II PS&E
 March 2024: IDOT Letting
 May 2024: Begin Construction
 August 2024: Complete Construction

Summary of Costs

Note that federal funds will cover 80% of the construction costs as well as construction engineering for a total of \$467,000. The Villages will split the required 20% match and provide 10% each. One exception to the 80% / 20% split includes combined sewer or water system repairs. Those items are non-participatory and will need to be 100% Village funded by the respective municipality, and are not included in the costs below at this time. The remainder of the costs to complete Phase I and Phase II Engineering will be 100% Village funded as well.

The following table outlines a breakdown of the projected costs for the project:

Phase	Total Budget	Federal Share	Village of Maywood	Village of Melrose Park
Phase I - Preliminary Design Report	\$15,000		\$7,500	\$7,500
Phase II - Design Engineering	\$42,000		\$21,000	\$21,000
Phase III - Construction Engineering	\$65,000	\$51,000	\$7,000	\$7,000
Construction	\$520,000	\$416,000	\$52,000	\$52,000
Total	\$642,000	\$467,000	\$87,500	\$87,500

This project is not eligible for the use of TIF funds, as it is located outside of TIF boundaries. The Village’s share of costs may be paid for through the General Fund or MFT funds.

Action

If the Village would like to move forward with the project, the attached Intergovernmental Agreement with the Village of Melrose Park will need to be approved by Resolution.

We are available, at your convenience, to answer any questions regarding this project and our proposal.

RESOLUTION NUMBER _____

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF MELROSE PARK AND THE VILLAGE OF MAYWOOD
FOR THE 9TH AVENUE RESURFACING PROJECT**

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to enter into the attached Cost Sharing Intergovernmental Agreement (the "Agreement"), a copy of which is attached hereto as **Exhibit "1"** and made a part hereof, with the Village of Melrose Park in order to share in the costs of making certain roadway, curb and gutter, and sidewalk improvements to the 9th Avenue right-of-way from Main Street to Chicago Avenue ("the 9th Avenue Resurfacing Project" or "Project" or "Project Area") as described in the Agreement; and

WHEREAS, under the Agreement, the Village of Melrose Park and the Village of Maywood agree to share all costs related to the Project, including costs for Preliminary, Design, and Construction Engineering Services, on a prorated basis as calculated on the percentage of square foot area of the 9th Avenue right-of-way located within each of the Village's respective corporate boundaries as contained within the Project Area (the "Project Cost Sharing Allocation Formula"), and agree to share all costs for construction related to roadway improvements, drainage, and public sidewalks ("Roadway Improvements") on the same said prorated basis; and agree to share all costs for work related to water mains, sanitary or combination sewers, and street lighting based on the proportional share of such work being done within the corporate boundaries of each Village; and

WHEREAS, Edwin Hancock Engineering Company has provided the Villages of Maywood and Melrose Park with an Engineer's Opinion of Probable Costs dated May 3, 2023 for the Project in the total amount of \$642,000.00 ("Estimated Project Costs"), a copy of which is attached to the Agreement as Exhibit "A" and made a part hereof. Based on the Project Cost Sharing Allocation Formula, Melrose Park's share of the Roadway Improvements portion of the Estimated Project Costs, excluding the portion to be paid through federal funds committed to the project, is \$87,500.00, which is based on 50% of the Project Area being located within Melrose Park's corporate boundaries, and Maywood's share of the roadway improvements portion of the Estimated Project Costs is \$87,500.00, which is based on 50% of the Project Area being located within Maywood's corporate boundaries; and

WHEREAS, the Villages' respective shares of costs relating to water mains, sanitary or combination sewers, and street lighting are currently undetermined and subject to each Village determining and directing that such work be added to the scope of the Project; and

WHEREAS, under the Agreement, the Village of Melrose Park will serve as the lead local agency for this Project for purposes of preparation of design and construction engineering documents and bidding specifications, bidding and awarding the construction contract for the Project, construction management oversight services, oversight of collection of lien waivers, signed contractor sworn statements and affidavits (or certified schedule of values), progress and final payments to the contractor(s), punchlist preparation and acceptance and closeout activities for the Project; and

WHEREAS, Melrose Park and Maywood have jointly applied for, and were awarded, federal funding assistance through the Surface Transportation Program (STP) – Local Fund to pay for the portion

of Construction and Construction Engineering costs eligible for federal participation under said Program; and

WHEREAS, Melrose Park and Maywood have agreed to share all of the non-federal portion of the Construction and Construction Engineering costs and all of the Preliminary and Design Engineering costs for the Project; and

WHEREAS, by approving and entering into the Agreement, the Village of Melrose Park and the Village of Maywood have agreed to budget and appropriate adequate funds to pay for their respective portions of the Project Costs and for any extra costs incurred due to unforeseen conditions or for additional work approved by either or both Villages under change orders for the Project; and

WHEREAS, the corporate authorities of the Village of Melrose Park and corporate authorities of the Village of Maywood are required to vote in favor of the attached Agreement by approving a Resolution that contains the same authorizing content and is in substantially the same format as this Resolution; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (**Exhibit "1"**) and to approve the expenditure of its General Funds to pay for the Village's portion of the Project Costs pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and finds that entering into this Agreement and completing the Project is in the best interests of the Village and its residents, and will promote the public health, safety and welfare of the residents and the general public who utilize the improved portion of 9th Avenue within the Project Area.

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

SECTION 1: Each of the above recitals 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 authorize the execution of the attached Agreement entitled, "Cost Sharing Intergovernmental Agreement Between the Village of Melrose Park and the Village of Maywood for the 9th Avenue Resurfacing Project" (**Exhibit "1"**) to be entered into between the Village of Melrose Park and the Village of Maywood in order to share in the costs of making certain roadway, curb and gutter, and sidewalk improvements as part of the 9th Avenue Resurfacing Project as described in the Agreement. The President and Board of Trustees of the Village of Maywood also agree to appropriate and authorize the expenditure of the necessary sums from the Village's General Fund for the purpose of paying the Village's portion of the costs related to the Project. Further, the President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute the attached Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. The final version of the Agreement may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney. The Village Manager or Village Attorney shall transmit signed duplicate originals of the Agreement and a certified copy of this Resolution to the Village President of the Village of Melrose Park within ten (10) calendar days of approval of this Resolution, for execution.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 16th day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 16th day of May, 2023, 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"

**COST SHARING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF MELROSE PARK AND THE VILLAGE OF MAYWOOD
FOR THE 9TH AVENUE RESURFACING PROJECT**

(Attached)

**COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MELROSE PARK AND
THE VILLAGE OF MAYWOOD FOR THE 9TH AVENUE RESURFACING PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2023 by and between the Village of Melrose Park, a home rule Illinois municipal corporation ("Melrose Park"), and the Village of Maywood, a home rule Illinois municipal corporation ("Maywood"). At times Melrose Park and Maywood are referred to below collectively as the "Parties" and each individually as a "Party."

WITNESSETH

WHEREAS, the President and Board of Trustees of the Village of Melrose Park and the President and Board of Trustees of the Village of Maywood have passed, or will concurrently pass, resolutions that approve entering into and authorized the execution of this Agreement in order to share in the costs of making certain roadway, curb and gutter, and sidewalk improvements to the 9th Avenue right-of-way from Chicago Avenue to Main Street ("the 9th Avenue Resurfacing Project" or "Project" or "Project Area") as described in more detail in Section 2(D) below; and

WHEREAS, Melrose Park and Maywood agree to share all costs related to the Project, including costs for Preliminary, Design, and Construction Engineering Services, on a prorated basis as calculated on the percentage of square foot area of the 9th Avenue right-of-way located within each Village's respective corporate boundaries as contained within the Project Area (the "Project Cost Sharing Allocation Formula"); and agree to share all costs for construction related to roadway improvements, drainage, and public sidewalks ("Roadway Improvements") on the same said prorated basis; and agree to share all costs for work related to water mains, sanitary or combination sewers, and street lighting based on the proportional share of such work being done within the corporate boundaries of each Village; and

WHEREAS, Edwin Hancock Engineering Company has provided the Villages with an Engineer's Opinion of Probable Costs dated May 3, 2023, for the Project in the total amount of \$642,000.00 ("Estimated Project Costs"), a copy of which is attached to this Agreement as **Exhibit "A"** and made a part hereof. Based on the Project Cost Sharing Allocation Formula, Melrose Park's share of the Roadway Improvements portion of the Estimated Project Costs, excluding the portion to be paid through federal funds committed to the project, is \$87,500.00, which is based on 50% of the Project Area being located within Melrose Park's corporate boundaries, and Maywood's share of the roadway improvements portion of the Estimated Project Costs is \$87,500.00, which is based on 50% of the Project Area being located within Maywood's corporate boundaries; and

WHEREAS, the Villages' respective shares of costs relating to water mains, sanitary or combination sewers, and street lighting are currently undetermined and subject to each Village determining and directing that such work be added to the scope of the Project; and

WHEREAS, Melrose Park and Maywood have jointly applied for, and were awarded, federal funding assistance through the Surface Transportation Program (STP) – Local Fund to pay for the portion of Construction and Construction Engineering costs eligible for federal participation under said Program; said portion of federal costs being the lesser of 80% of the Construction costs or \$425,000.00 and the lesser of 80% of the Construction Engineering costs or \$51,000.00.

WHEREAS, Melrose Park and Maywood have agreed to share all of the non-federal portion of the Construction and Construction Engineering costs and all of the Preliminary and Design Engineering costs for the Project; and

WHEREAS, under the Agreement, the Village of Melrose Park will serve as the lead local agency for this Project for purposes of preparation of design and construction engineering documents and bidding specifications, bidding and awarding the construction contract for the Project, construction management oversight services, oversight of collection of lien waivers, signed contractor sworn statements and affidavits (or certified schedule of values), progress and final payments to the contractor(s), punchlist preparation and acceptance and closeout activities for the Project; and

WHEREAS, by approving and entering into this Agreement, Melrose Park and Maywood agree to budget and appropriate adequate funds to pay for their respective portions of the Project Costs and for any extra costs incurred due to unforeseen conditions or for additional work approved by either or both Villages under change orders for the Project; and

WHEREAS, Melrose Park and Maywood are authorized to approve and enter into this Agreement and to approve the expenditure of their respective funds to pay for their respective portions of the Project Costs pursuant to the statutory powers and contracting authority provided by Article VII, Sections 6 and 10 of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the President and Board of Trustees of the Village of Melrose Park and the President and Board of Trustees of the Village of Maywood have concluded that entering into this Agreement and sharing in the costs to complete the Project is in the best interest of the Parties and their residents, and will promote the public health, safety, and welfare of the residents and the general public who utilize the improved portion of 9th Avenue within the Project Area;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION. Each of the above recitals are incorporated by reference as if fully set forth into this Section 1 and are material provisions of this Agreement.

SECTION 2. OBLIGATIONS OF THE PARTIES.

A. Melrose Park Agrees:

1. To pay all costs for the Preliminary and Design Engineering Services as necessary to prepare the preliminary and final Project plans, bidding documents, specifications, bid proposals, governmental submittals, and permit applications for the Preliminary and Design phases of the Project.
2. To arrange to have the Design Engineer coordinate with IDOT in handling the bidding, bid review, insurance and performance bond and material bond reviews, and evaluation of bids prior to award of the construction contract for the Project by the Parties.

3. To pay for construction management oversight services, oversight of collection of lien waivers, signed contractor sworn statements and affidavits (or certified schedule of values), issue recommendations on progress and final payments to the contractor(s), punchlist preparation and acceptance, and closeout activities for the Project.
4. To coordinate with Maywood, IDOT, and the Design Engineer for the advertisement, letting, and award of the contract for the construction of the Project.
5. To coordinate the construction schedule for the Project with Maywood, the Project Engineer and the contractor(s).
6. To pay the non-federal portion of all costs for the construction work (the "Project Construction Costs") performed under the awarded contract as requests for payment of the non-federal share of costs for the work performed are sent by IDOT and received by Melrose Park.
7. To coordinate with the Project Engineer to send periodic status reports of the construction work being performed to Maywood.
8. To send periodic, itemized invoices with copies of all requests for payment and all supporting documents (e.g. IDOT invoice to Melrose Park, contractor pay estimates, engineering invoices) to Maywood for payment of its share of such Project Costs; the invoices shall define Maywood's share and Melrose Park's share of all actually incurred Project Costs requested under each progress payment and in the final closeout payment.
9. To accept Edwin Hancock Engineering Company's Opinion of Probable Costs for the Project of \$642,000.00 ("Estimated Project Costs") (See, attached **Exhibit "A"**) for budgeting and bidding purposes only. The actual Project Costs may be higher or lower than the Estimated Project Costs and Melrose Park agrees to pay its share of the final, actual Project Costs.
10. To share all costs related to the Project in accordance with this Agreement and the Project Cost Sharing Allocation Formula.
11. To accept Melrose Park's prorated share of the Estimated Project Costs at an estimated cost of \$87,500.00, and to further accept the Project Engineer's determination under the Project Cost Sharing Allocation Formula that 50% of the Project Area is located within Melrose Park's corporate boundaries.
12. To use Edwin Hancock Engineering Company as the Design Engineer, who shall have a separate engineering services agreement approved by both Melrose Park and Maywood.

B. Maywood Agrees:

1. To reimburse MELROSE PARK, within thirty (30) days of the date of the invoice, the amount of MAYWOOD's agreed share of all Project Costs for each progress payment and the final payment.
2. To cooperate with each of the obligations of Melrose Park, IDOT, the Design Engineer, the Construction Engineer, and/or the Contractor(s) to facilitate completion of the Project.
3. To accept Edwin Hancock Engineering Company's Opinion of Probable Costs for the Project of \$642,000.00 ("Estimated Project Costs") for budgeting and bidding purposes only. The actual Project Costs may be higher or lower than the Estimated Project Costs and Maywood agrees to pay its share of the final, actual Project Costs.

4. To share all costs related to the Project in accordance with this Agreement and the Project Cost Sharing Allocation Formula.
5. To accept Maywood's prorated share of the Estimated Project Costs at a cost of \$87,500.00, and to further accept the Project Engineer's determination under the Project Cost Sharing Allocation Formula that 50% of the Project Area is located within Maywood's corporate boundaries.
6. To use Edwin Hancock Engineering Company as the Design Engineer, who shall have a separate engineering services agreement approved by both Melrose Park and Maywood.

C. **The Parties Mutually Agree:**

1. The bid specifications and construction contract and performance bond and material bond shall be prepared by the Design Engineer in accordance with IDOT standards as required for utilizing federal funding, and shall be subject to legal review for content by each the Parties' counsel. Each Party shall be responsible for its own counsel fees for such legal review.
2. Upon completion of the Project, those portions of the Project Area within the respective corporate limits of each of the Parties will be maintained by the respective Party with jurisdiction.
3. This Agreement may be terminated by either Party upon thirty (30) days' written notice *if and only if* a contract for the construction of the Project is not awarded within nine (9) months of the "effective date" of this Agreement (which is the date that the final signatory executes the Agreement) or if the other Party should fail substantially to perform in accordance with the terms of this Agreement.
4. If this Agreement is terminated, each Party shall be responsible for payment of their prorated share of all actual Project Costs incurred through of the date of the notice of termination based on the Project Cost Sharing Allocation Formula.
5. Standard lines of insurance coverage (e.g., general comprehensive liability, property and casualty, damage, worker's compensation, automobile, excess coverage, additional insured status for the Villages and their past, current and future appointed and elected officials, president and trustees, directors, agents, officers, representatives, attorneys, contractors, volunteers, successors or predecessors) and minimum levels of insurance coverage for this type of Project shall be required of the selected Project contractor and its subcontractors as set forth in the bid specifications and Project contract.

- D. **Project Description:** The Project shall consist of the removal of the existing, deteriorating asphalt street pavement (approximately three inches (3") deep); removal of select portions of the subgrade aggregate stone where its compaction and integrity has been compromised, and their restoration using asphalt patches; intermittent removal and replacement of curb and gutter and driveways depending on existing condition; removal and replacement of sidewalks to meet Americans with Disabilities Act ("ADA") and Illinois Accessibility Code requirements; restoration of all parkways disturbed during construction; installation of new pavement markings; and placement of approximately three inches (3") of hot-mix asphalt binder and surface courses; all within the 9th Avenue right-of-way from Chicago Avenue to Main Street.

SECTION 3. MISCELLANEOUS PROVISIONS.

A. **Notices.** Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission or email; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail with return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to MELROSE PARK:
Village of Melrose Park
Village President
1000 North 25th Avenue
Melrose Park, Illinois 60160
(P): 708-343-4000

If to MAYWOOD:
Village of Maywood
Village Manager
40 East Madison Street
Maywood, Illinois 60153
(P): 708-450-6301

With a copy to:
Brian Miller
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402
(P): 708-222-7000

With a copy to:
Michael T. Jurusik
Klein, Thorpe, & Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
(P): 312-984-6432

- B. **Severance.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.
- C. **Entire Agreement.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party. The Parties agree and acknowledge that this Agreement has been approved and authorized by the legally constituted Boards of Trustees of each of the Parties by appropriate legislative action.
- D. **Modification.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which are not expressly set forth in this Agreement, except those that are specifically set forth herein.
- E. **Mutual Indemnification.** To the fullest extent permitted by law, the Parties shall indemnify, protect, defend and hold harmless each other and their past, current and future appointed and

elected officials, president and trustees, directors, agents, officers, representatives, attorneys, contractors, volunteers, successors or predecessors and any other party in any way associated therewith, and each Party's respective interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including, without limitation, orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs proximately occurring or alleged to have occurred in whole or in part in connection with the Project or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

- F. **Breach.** In the event that either Party breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs of suit incurred by the prevailing Party. If Maywood fails to reimburse any uncontested amount due to Melrose Park pursuant to this Agreement, Maywood's failure shall constitute an automatic breach of the Agreement; in such case, Melrose Park shall additionally be owed interest on the amount of the unpaid reimbursement at the rate provided for in the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). If Melrose Park fails to pay any uncontested amount due to the contractor or Maywood pursuant to this Agreement, Melrose Park's failure shall constitute an automatic breach of the Agreement; in such case, the contractor or Maywood shall additionally be owed interest on the amount of the unpaid payment or reimbursement at the rate provided for in the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.
- G. **Headings.** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- H. **Construction And Governing Law.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state, or federal law.
- I. **Compliance With Laws.** The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
1. **Certification.** Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the Party and its officers, corporate authorities,

employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

2. **Non-Discrimination.** Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Admin. Code 750.160)
 3. **Illinois Freedom of Information Act.** The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA.
- J. **Right To Counsel.** The Parties acknowledge that they were informed that they have the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, the Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- K. **Counterparts.** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

- L. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors of the Parties as if each was a party to this Agreement. Neither Party shall have the right to assign the terms of this Agreement, without the prior, written approval of the other Party. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.
- M. **Taxes.** The Parties acknowledges that they are exempt from federal, state and county excise and transportation taxes and from the payment of Illinois Sales Tax. Each Party agrees to notify the other Parties promptly in the event of a change in its tax-exempt status.
- N. **Survival.** The indemnification provision shall survive the expiration or termination of this Agreement.
- O. **Effective Date.** The Effective Date of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement, which date shall be inserted on the first page of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date(s) set forth below and, by the authorized officers, as designated below.

APPROVED BY MELROSE PARK

APPROVED BY MAYWOOD

Acting through its
PRESIDENT AND BOARD TRUSTEES

Acting through its
PRESIDENT AND BOARD TRUSTEES

BY: _____
President

BY _____
President

Executed by MELROSE PARK upon this

Executed by MAYWOOD this

Date: _____, 2023

Date: _____, 2023

ATTEST:

ATTEST:

By _____
Village Clerk

By _____
Village Clerk

Date: _____, 2023

Date: _____, 2023

(Seal)

(Seal)

EXHIBIT "A"

Edwin Hancock Engineering Company's Opinion of Probable Costs dated May 3, 2023
for the Project of \$642,000.00 ("Estimated Project Costs")

(Attached)

EXHIBIT "A"
Engineer's Opinion of Probable Costs

9th Avenue - Main to Chicago
Section No. 23-00144-00-RS
Preliminary Estimate of Cost

TIP ID: **04-20-0032**
Antic. Construction Year: **2024**

Date: **5/3/2023**

ESTIMATED CONSTRUCTION
Preliminary Engineering
Design Engineering
Construction Engineering
TOTAL ESTIMATED PROJECT COST

<u>Total</u>	<u>Fed Share</u>	<u>Local Share</u>	<u>50% Local Share</u>
520,000.00	416,000	104,000	52,000
15,000.00	-	15,000	7,500
42,000.00	-	42,000	21,000
65,000.00	51,000	14,000	7,000
642,000.00	\$ 467,000.00	\$ 175,000.00	\$ 87,500.00

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF MELROSE PARK AND THE VILLAGE OF MAYWOOD
FOR THE 9TH AVENUE RESURFACING PROJECT**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 16th day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of May, 2023.

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 _____, 2023.

Village Clerk

[SEAL]



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

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

mtjurusik@ktjlaw.com
DD 312-984-6432

www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: May 10, 2023
RE: Agreement with CGI Communications, Inc. d/b/a CGI Digital Relative to the Production of Certain Community Showcase Video Programs

Per the direction of Mayor Booker, I have enclosed the following documents for your review, consideration and action at the May 16, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CGI COMMUNICATIONS, INC. D/B/A CGI DIGITAL RELATIVE TO THE PRODUCTION OF CERTAIN COMMUNITY SHOWCASE VIDEO PROGRAMS.
2. A Community Showcase Video Program Agreement between the Village of Maywood and CGI Communications, Inc. d/b/a CGI Digital, which Agreement is attached to the Resolution as Exhibit "A".

This Resolution and Agreement will facilitate the production of up to five (5) community showcase videos by CGI Digital as part of a Community Showcase Video Program, as well as the provision by CGI of various services related to same. The Village of Maywood was selected for the Community Showcase Video Program by the National League of Cities and there is no cost to the Village.

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

RESOLUTION NO. R-2023-_____

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT WITH CGI COMMUNICATIONS, INC. D/B/A CGI DIGITAL
RELATIVE TO THE PRODUCTION OF CERTAIN COMMUNITY SHOWCASE VIDEO PROGRAMS**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board") desire to approve and execute an Agreement with CGI Communications, Inc. d/b/a CGI Digital ("CGI") for the production of up to five (5) community showcase videos as part of the Community Showcase Video Program and to provide various services related to same. The Village of Maywood ("Village") was selected for the Community Showcase Video Program by the National League of Cities and there is no cost to the Village. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Village Board finds that it is in the best interests of the Village and its residents, business owners, property owners and the public to enter into 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: 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 Agreement. The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the attached Agreement (Exhibit "A") with CGI for the production of up to five (5) community showcase videos as part of the Community Showcase Video Program at no cost to the Village.

Section 3: Execution of the Agreement. The President and Board of Trustees of the Village authorize and direct the Village President and Village Clerk, 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, and to execute and deliver all other instruments 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 direct the Village Clerk's Office, or its designee, to forward a certified copy of this Resolution and a fully executed copy of the Agreement to CGI for record retention purposes.

Section 5: Effective Date. This Resolution shall be effective immediately upon its approval and adoption as provided by applicable State law.

ADOPTED this 16th day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 16th day of May, 2023, 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"

**AGREEMENT
WITH CGI COMMUNICATIONS, INC. D/B/A CGI DIGITAL
RELATIVE TO COMMUNITY SHOWCASE VIDEOS**

(attached)



Name: Nathaniel Booker
Title: Mayor
Address: 40 Madison Street
City, State, Zip: Maywood, IL 60153
Phone number: (708) 450-6329
Website: www.maywood-il.gov
Email: nbooker@maywood-il.org

This Agreement is between CGI Communications, Inc. D/B/A CGI Digital ("CGI") and the Village of Maywood (the "Village") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.maywood-il.gov including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce up to 5 videos with subject matter that may include but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate, or Community Organizations
Provide script writing and video content consultation
Send a videographer to Village locations to shoot footage for the videos
Reserve the right to use still images and photos for video production
Create all aspects of video production which includes, storyboarding, shot lists, filming, graphics, color grading, music selection and audio mastering
Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
Store and stream all videos on CGI's dedicated server
Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates
Feature business sponsors around the perimeter of video panels
Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
Facilitate viewer access of the Community Video Program from Village website, including any alternate versions of Village's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.maywood-il.gov website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this Agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
Grant to Village a license to use CGI's Line of Code to link to and/or stream the videos
Own copyrights of the master Community Video Program
Assume all costs for the Community Video Program

During the term of this Agreement, the Village shall:

- Provide a letter of introduction for the program on Village letterhead
Assist with the content and script for the Community Video Program
Provide notice of any changes, revisions, requests or modifications to final video content within 30 days of its receipt
Grant CGI the right to use Village's name in connection with the preparation, production, and marketing of the Community Video Program
Display the "Coming Soon" graphic link prominently on the www.maywood-il.gov within 10 business days of receipt of HTML source code
Display the "Community Video Program" link prominently on its www.maywood-il.gov homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this Agreement
Ensure that this Agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
Agree that the Village will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program. Submissions should be received by CGI by the agreed-upon primary filming date.

This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior communications, understandings and Agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. Village warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this Agreement.

Village of Maywood, Illinois

CGI Communications, Inc. D/B/A CGI Digital

Signature:

[Handwritten Signature]

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President, Government Relations & Strategic Partnerships

Date:

Date:



130 East Main Street, 5th Floor
Rochester, NY 14604
285

Phone: 800.398.3029
cgidigital.com

GET THE MOST OUT OF YOUR VIDEO TOUR!

WEBSITES

- Feature the Video Tour on the official community homepage
- Provide video tour for your:
 - Chamber of Commerce
 - Economic Development Agencies
 - Main Street Association
 - Convention and Visitor's Bureau
 - Other websites that aid in the promotion of the area

SOCIAL MEDIA

- Facebook
- Instagram
- Twitter
- LinkedIn
- Internal departments social media platforms



Pro-tip

Share your videos at least once a month on social media platforms to reach new audiences!

EMAIL/TEXT

- Embed video link into email signatures
- Send specific video chapters to residents, visitors and businesses

OTHER

- Play videos on your local cable access channel
- Play videos prior to State of the City Address, meetings, and presentations
- Share Video Tour with local real estate agencies and school districts
- Local businesses, non-profits, and organizations can also feature the Video Tour on their website and social media platforms



Date

Dear valued business owner:

We are pleased to announce our partnership with CGI Digital (CGI) to coordinate and produce a series of educational videos highlighting all we have to offer to residents, visitors and businesses.

With a highly visible interface on our official website homepage (www.maywood-il.gov) our Video Tour will allow viewers to learn more about area attractions, quality of life, economic development and so much more.

We know businesses play a critical role in our Village's vitality. This program presents a sponsorship opportunity for local businesses to greatly enhance their online presence. In addition, the Video Tour will backlink to CGI's www.elocallink.tv providing increased exposure for all participants. Our businesses will also have an exclusive first look at CGI's latest product, SeeSaw™ that accelerates businesses' existing websites through engaging and educational video content.

We encourage you to consider being a part of this initiative. To learn more about sponsorship opportunities or to request an appointment please email Vice President, Brandon Bartz, at brandonb@cgicompany.com.

Thank you for being a part of what makes Maywood a great place to live, learn, work and play.

Sincerely,

(wet signature)

Name

Title

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, and is entitled:

RESOLUTION NO. R-2023-_____

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT WITH CGI COMMUNICATIONS, INC. D/B/A CGI DIGITAL
RELATIVE TO THE PRODUCTION OF CERTAIN COMMUNITY SHOWCASE VIDEO PROGRAMS**

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 16th day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of May, 2023.

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 May, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]



Village of **MAYWOOD**

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-4405
COMMUNITY DEVELOPMENT

TO: Jim Krischke, Acting Village Manager
CC: Angela Smith, Director of Community Development
FROM: Amber Simone Forte, Planning & Zoning, Community Development Dept.
DATE: May 16, 2023, Board of Trustees Meeting Agenda
RE: PC/ZBA Case #23-003 Findings of Fact – A continuation of a proposal for the Zoning Ordinance Amendment of certain businesses primarily related to the Moratorium and the proposal of a new Entertainment District overlay.

ATTACHMENTS:

- 1) Findings of Fact - PC/ZBA Case #23-003
- 2) Camiros Presentation – Village of Maywood Zoning Ordinance Amendments: Moratorium Ordinance No. CO-2022-28
- 3) Camiros May 10, 2023 Memo

Background:

Proposed zoning updates are primarily related to the Moratorium, which include Barber shops, Hair salons, Nail shops, Live music permits, Pop-up retail stores, Special events spaces, Tobacco shops, and Fast-food restaurants. The re-zoning focuses on creating new or revised use definitions to different establishments like Personal Care Establishments which include, but are not limited to, hairstylists, estheticians, tanning salon, nail salons, skin care, cosmetology services, microblading, permanent make-up, massage, and body contouring and include a new use standard. It was proposed that Live Entertainment, a musical, theatrical, dance, cabaret, or a live comedy act performed by 1 or more persons, requires a new Live Music Permit. Additional changes are proposed to sections of the Zoning Ordinance on subjects outside of the moratorium, including, but not limited to, updates and amendments to Table 8.1 (Commercial Districts Permitted and Special Uses), Table 9-1 (Office Park and Manufacturing Zoning Districts Permitted and Special Uses), Table 13.1 (Off-Street Parking Requirements), and Section 17 (Definitions). The proposal of an Entertainment District overlay on 5th Avenue from Lake Street to Quincy Avenue to the North and South respectively.

The public hearing commenced on April 25, 2023, and was continued to the May 9, 2023, PCZBA meeting.

The public hearing held May 9, 2023, was a continuation of the presentation by the Village staff and Camiros' zoning consultant, Arista Strungy to the PC/ZBA pertaining to the Village Moratorium and amendments to the Village Zoning Ordinance. At the May 9, 2023, public hearing Arista presented edits to the original amendments proposed and presented on April 25, 2023, to be brought forth for Village Board approval.

The Moratorium Zoning Updates passed with the following edits recommended to the Zoning Ordinance Amendments:

- Loosening the proposed parking restrictions for special event spaces by allowing both on-street parking and collective parking to be counted, but still requiring all required parking be provided, and that no reductions or parking variations would be allowed;
- Requiring on-site security and on-site managers to be present during events at special event spaces. Those requirements, which are proposed for the business licensing regulations of the Village with cross-references in the Zoning Ordinance, would apply to both new businesses and existing businesses starting with the next business licensing year;
- Requiring all special event spaces to have commercial kitchen facilities.
- Allowing live entertainment as a permitted use in the Entertainment Overlay District (originally proposed as a special use);
- Measuring the percentage of tobacco and tobacco-related sales area by shelf space (including shelves behind the counter) as opposed to floor area as originally proposed;
- Increasing the required distance between smoke or tobacco shops, smoking lounges, and full-service restaurants with video gaming to 1,000 feet instead of the original proposed distance of 500 feet; and
- Expanding the proposed Live Entertainment Overlay District north to 5th and Lake, and south to 5th and Quincy.

Action:

- Review/acknowledgement of the attached Findings of Fact and PC/ZBA recommendations.
- Review Camiros' updated presentation of edits to Zoning Ordinance updates.
- Reference for final Village Board action to be taken at June BOT meeting.



**FINDINGS OF FACT AND RECOMMENDATIONS OF
THE PLAN COMMISSION/ZONING BOARD OF APPEALS OF THE VILLAGE OF MAYWOOD
TO THE PRESIDENT AND BOARD OF TRUSTEES**

**Case #23-003
May 9, 2023**

APPLICATION: PC/ZBA Case # 23-003 – For certain amendments to the Village of Maywood Zoning Ordinance and Official Zoning Map of the Village. Some of the proposed text amendments are the result of the study regarding the moratorium on certain businesses contained in Ordinance CO-2022-28. Text amendments to numerous sections subject to the moratorium are proposed, including, but not limited to, changes regarding the 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 in the Village of Maywood. Other additional changes are proposed to sections of the Zoning Ordinance on subjects outside of the moratorium, including, but not limited to, updates and amendments to Table 8.1 (Commercial Districts Permitted and Special Uses), Table 9-1 (Office Park and Manufacturing Zoning Districts Permitted and Special Uses), Section 11.3 (Use Standards), Table 13.1 (Off-Street Parking Requirements), Section 16.3 (Nonconforming Uses) and Section 17 (Definitions). In addition, a map amendment to create an entertainment overlay district is proposed.

PROPERTY: The Text Amendments have general applicability within the Village. A map of the proposed Entertainment Overlay District is attached.

PETITIONER: The Village of Maywood

SUMMARY OF REQUEST AND RECOMMENDATION: The Village of Maywood imposed a moratorium on various uses within the Village in order to consider code amendments relative to the various uses. The Plan Commission/Zoning Board of Appeals ("PC/ZBA") then considered text amendments to numerous sections of the Zoning Ordinance, including, but not limited to, changes regarding the 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 in the Village of Maywood. Other additional changes were proposed to sections of the Zoning Ordinance on subjects outside of the moratorium, including, but not limited to, updates and amendments to Table 8.1 (Commercial Districts Permitted and Special Uses), Table 9-1 (Office Park and Manufacturing Zoning Districts Permitted and Special Uses), Section 11.3 (Use Standards), Table 13.1 (Off-Street Parking Requirements) and Section 17 (Definitions). Collectively, all of the foregoing are the "Proposed Text

Amendments.” Finally, the PC/ZBA considered map amendments that would result in the creation of an Entertainment Overlay District (the “Proposed Map Amendments”).

Following a public hearing held on April 24, 2023, and then continued to and closed on May 9, 2023, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval of the Proposed Text Amendments and Proposed Map Amendments with certain changes on a vote of six (6) in favor and zero (0) opposed.

BACKGROUND: The current Zoning Ordinance was adopted in 2010. Various amendments have subsequently been made to the Code from time to time. The current amendments were drafted by the Village’s Zoning Consultant, Camiros, at the direction of the Board following imposition of a moratorium on certain uses by the Board of Trustees. The Proposed Map Amendments create an Entertainment Overlay District which will help to focus live entertainment and related uses in a specific area within the Village. The Plan Commission held preliminary discussions regarding the changes, and an open house for affected property owners was held in March 21, 2023. On April 25, 2023, the PC/ZBA opened the public hearing considering the Proposed Text Amendments and Proposed Map Amendments. After a presentation, questions, discussion and public comment, the hearing was continued to May 9, 2023, at which time it was completed and a recommendation was made.

PUBLIC HEARING: The public hearing was opened on April 25, 2023. Arista Strungys of Camiros conducted a presentation on the Proposed Text Amendments and Proposed Map Amendments for the PC/ABA members. She reviewed the various concerns that led to the moratorium, and how the concerns would be addressed by the Proposed Text and Map Amendments.

Commissioners then asked a number of questions regarding both the Proposed Text Amendments and the Proposed Map Amendments. Among the topics discussed were the boundaries of the Entertainment Overlay District and how it would work, distinguishing private event held within a restaurant from special event/banquet hall type spaces, health inspections for special event spaces, restaurant drive-thrus, video gaming in restaurants, and tobacco sale limitations, including how to measure and limit display space, parking for special event spaces, live music as a permitted use within the Live Entertainment District, and whether tobacco shops should be permitted or special uses.

A local business area discussed her proposed spa space within the Village. Another resident, who was a former Village Trustee, offered his perspective and advised the PC/ZBA members to think about unintended consequences of their Proposed Text Amendments. He noted that businesses with drive-thrus are some of the most successful businesses in the Village and warned of potential sales tax losses if those are limited. He also noted that there is a need to create anchors, such as Walgreens, and that businesses like to have competitors close by; spacing can be harmful.

A current Village Trustee spoke and noted that he was concerned about additional red tape. He noted that there was a lot of blight within the Village and not a lot of new economic activity. He noted that there were not a lot of property opportunities within the area of the Proposed Map Amendments and suggested that the area from Quincy to Madison should be added to the proposed Entertainment Overlay District to allow for more opportunity.

At the May 9, 2023, continued hearing, Commissioner Lira participated remotely due to a family emergency, and Commissioner Files was appointed Chair Pro Tem for the evening. The Village’s consultant Arista Strungys discussed the various comments and edits proposed at the previous hearing

date. There was extended discussion regarding parking for special event spaces, and special event spaces in general. Live entertainment as a use, and controls on that use, was another subject of discussion.

During the hearing, the PC/ZBA reached consensus on making the following changes to the Proposed Text Amendments:

- Loosening the proposed parking restrictions for special event spaces by allowing both on-street parking and collective parking to be counted, but still requiring all required parking be provided, and that no reductions or parking variations would be allowed;
- Requiring on-site security and on-site managers to be present during events at special event spaces. Those requirements, which are proposed for the business licensing regulations of the Village with cross-references in the Zoning Ordinance, would apply to both new businesses and existing businesses starting with the next business licensing year;
- Requiring all special event spaces to have commercial kitchen facilities;
- Allowing live entertainment as a permitted use in the Entertainment Overlay District (originally proposed as a special use);
- Measuring the percentage of tobacco and tobacco-related sales area by shelf space (including shelves behind the counter) as opposed to floor area as originally proposed;
- Increasing the required distance between smoke or tobacco shops, smoking lounges, and full-service restaurants with video gaming to 1,000 feet instead of the original proposed distance of 500 feet; and
- Expanding the proposed Live Entertainment Overlay District north to 5th and Lake, and south to 5th and Quincy.

Collectively, the foregoing are the “Consensus Edits.”

There being no further comment from the public or questions from the Commission, the public hearing was closed.

Exhibits made a part of the record included the Camiros draft, accompanying memo, updated memo following the April 25, 2023 portion of the hearing, Camiros powerpoint as updated on May 9, 2023, and other application materials (**Group Exhibit A**).

MOTION: After the public hearing was closed by Chairperson Lira, the Commissioners discussed the proposed text and map amendments.

Commissioner Lira made a motion to recommend approval of the Proposed Text Amendments and Map Amendment to the Board of Trustees, subject to the Consensus Edits being made. The motion was seconded by Commissioner Campbell. The motion was carried by roll call vote as follows:

Ayes: Chairperson Pro Tem Files, Commissioners Dawson, Lira, Ratley, Campbell and Avery.

Nays: None

6-0 motion carried.

FINDINGS: The PC/ZBA makes the following Findings as to the Proposed Text Amendments:

A. The degree to which the proposed amendment has general applicability within the Village at large and is not intended to benefit specific property. **The Proposed Text Amendments, with the changes made by the PC/ZBA, are for the benefit of the entirety of the Commercial Zoning Districts and Village, as opposed to being for the benefit of any specific property. The Amendments should assist in the revitalization of the affected areas by preventing clustering of certain business types and encouraging the growth of uses that will aid in creating thriving commercial areas.**

B. The consistency of the proposed amendment with the objectives of this Ordinance and the intent of any applicable zoning district regulations. **The Proposed Text Amendments are consistent with the objectives of the Zoning Ordinance, as well as the intent and purpose of the various Commercial Zoning Districts. As noted, the Amendments should assist in the revitalization of the affected areas by preventing clustering of certain business types and encouraging the growth of uses that will aid in creating thriving commercial areas.**

C. The degree, if any, to which the proposed amendment would create nonconformity. **While some nonconformity may be created, the degree to which they are created does not outweigh the general benefits of making the comprehensive, uniform changes in the Proposed Text Amendments.**

The PC/ZBA makes the following Findings as to the Proposed Map Amendments:

A. Existing uses of property within the general area of the property in question. **The Proposed Map Amendments are consistent with the existing uses of property within the general areas of the Proposed Amendments. The Amendments, in some cases, reflect existing, long-standing uses of the various properties, and those uses have, over the years, proved to be consistent with the existing uses in the general area. The purpose of the Proposed Map Amendments, in part, is to create a thriving commercial zone in which live entertainment uses spur other economic growth and accessory type businesses and uses.**

B. The zoning classification of property within the general area of the property in question. **While the properties proposed for inclusion in the Live Entertainment Overlay District have a variety of zoning designations, only properties within the District and presently zoned C-2 Pedestrian-Oriented Commercial Zoning will be subject to the Overlay regulations. The Proposed Amendments will help to further facilitate growth and development consistent with the C-2 commercial nature of the District, while providing extra encouragement through a subset of regulations for live entertainment and its accessory-type uses.**

C. The suitability of the property in question for the uses permitted under the existing zoning classification. **While the properties proposed for inclusion in the Live Entertainment Overlay**

District have a variety of zoning designations, only properties within the District and presently zoned C-2 Pedestrian-Oriented Commercial Zoning will be subject to the Overlay regulations. The underlying C-2 Zoning Designation will not change. Instead, the properties remain eligible for all current zoning uses and regulations of the C-2 Zoning District except as modified by the Proposed Map and Text Amendments.

D. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification. **The Proposed Map Amendments involve the creation of a new Live Entertainment Overlay District. The Amendments are consistent with development trends in some areas of the proposed new District, and in others, it is hoped that the creation of the Overlay District will lead to its own trend in the creation of a vibrant entertainment district.**

RECOMMENDATION: Based upon the foregoing Findings, the Plan Commission/Zoning Board of Appeals, by a vote of 6-0, recommends to the President and Board of Trustees that it approve the Proposed Text Amendments and the Proposed Map Amendments, with the various Consensus Edits recommended by the PC/ZBA, all as shown in more detail in the Camiros documents and other materials appended hereto as part of **Exhibit 1** to this Findings and Recommendation and made a part hereof.

Signed: _____



Angel Files, Chairperson Pro Temp
Plan Commission/Zoning Board of Appeals
Village of Maywood

Village of Maywood Zoning Ordinance Amendments

Moratorium Ordinance No. CO-2022-28

Prepared by Camiros
April 25, 2023
UPDATED MAY 9, 2023

Moratorium Uses

Current moratorium on:

- Barber shops
- Hair salons
- Nail shops
- Live music permits
- Pop-up retail stores
- Special event spaces
- Tobacco shops
- Fast-food restaurants

Requires both zoning amendments and the creation of new permits

New or Revised Use Definitions + Permissions

Personal Care Establishment **New**

Commercial Services Establishment **Replace** “Personal Services Establishment” **Definition**

Body Art Establishment **Replace** “Body Art Establishment” **Definition**

Live Entertainment **Replace** “Live Entertainment” **Definition**

Restaurant **Replace** “Restaurant” **Definition**

Restaurant, Drive-Through **New**

Video Gaming within Full-Service Restaurant **New**

298

Retail Goods Establishment **Replace** “Retail Goods Establishment” **Definition**

RGE - No Sales of Alcohol or Tobacco

RGE with Sales of Beer, Wine, and Tobacco – Minimum 3,200sf in GFA or More

RGE with Sales of Liquor/Spirits Package Goods – Minimum 10,000sf in GFA or More

Smoke or Tobacco Shop **New**

Smoking Lounge **New**

Smoking Paraphernalia **New**

Tobacco/Hemp Products **New**

Special Event Space **Replace** “Banquet Hall” **Definition**

Personal Care Uses Approach

Personal Care Establishment. An establishment that provides services and treatments to enhance a client's physical appearance and well-being, staffed by trained professionals that are licensed, certified, and/or accredited including, but not limited to, hairstylists, estheticians, nail technicians, and massage therapists. This use includes, but is not limited to, beauty shops, barbershops, tanning salons, nail salons, esthetician, skin care, and cosmetology services, electrolysis, microblading and permanent make-up, massage, and body contouring services. "Personal Care Establishment" does not include any medically invasive procedures. A "Personal Care Establishment" includes facilities such as self-care establishments and incubator spaces where spaces and/or seats may be rented or leased to multiple licensed, certified, and/or accredited professionals that provide different personal care services.

20

NEW USE STANDARD

Personal care establishments under 2,000sf must be located a minimum of 500 feet from any other personal care establishment under 2,000sf.

This separation of smaller establishments allows for the Village to be more flexible in regard to the location of larger spas and self-care establishments

PARKING STANDARD

1 space per 300sf of GFA

Personal Care Uses Approach

Revised “Personal Services Establishment”

Distinguish from personal care

New definition: Commercial Services Establishment

Ex: animal grooming establishments, shoe repair, laundromats, dry cleaners, and tailors

300

Revised “Body Art Establishment”

Revised to address ear piercing, microblading, and permanent make-up as service that may be offered in a “Personal Care Establishment”

Personal Care Uses Approach

USE	C1	C2	C3	C4	BIP	MI	Notes
Personal Care Establishment	P	P	P	P			New – Use standard
Commercial Services Establishment	P	P	P	P	P		Revised name only
Body Art Establishment			S				Revised name only

Personal care establishments under 2,000sf must be located a **minimum** of 500 feet from any other personal care establishment under 2,000sf

Live Entertainment Approach

Live Entertainment. A musical, theatrical, dance, cabaret or comedy act performed live by one (1) or more persons. "Live Entertainment" shall not include any adult uses as defined in Section 17.5 (General Terms Definition) for "Adult Uses."

Revised Definition

Removed reference to restaurants and bars.

Require a NEW Live Music Permit

302

USE	C1	C2	C3	C4	BIP	MI	Notes
Live Entertainment		S	S	S			Current permissions

Restaurant Use Approach

Restaurant. A structure in which the principal use is the preparation and sale of food and beverages for consumption on the premises or for carry-out. A “Restaurant” with scheduled musical performances requires a Live Music Permit from the Village.

Restaurant, Drive-Through. A structure in which the principal use is the preparation and sale of food and beverages for consumption on the premises or for carry-out and includes a drive-through facility. A drive through restaurant may or may not include indoor seating for consumption on the premises.

NEW USE STANDARD (Restaurant with Drive-Through)

In the C-2 District, restaurants with drive-through must be located a minimum of 1,000 feet from any other restaurant with drive-through

PARKING STANDARD

1 space per 60sf of public area (excludes outdoor dining)

Restaurant Use Approach

Video Gaming within Full-Service Restaurant. A full-service restaurant that includes electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including, but not limited to video poker, line up, and blackjack, as authorized by the Illinois Gaming Board, utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash.

NEW USE STANDARDS

- Video gaming within full-service restaurant must be located a minimum of 500 feet from any other video gaming within full-service restaurant.
- Video gaming within full-service restaurant are only permitted as part of a full-service restaurant. A full-service restaurant is a restaurant where customers are seated at tables and served by waitstaff who take their orders, serve their meals, and attend to their needs throughout the meal.
- Video gaming within full-service restaurant require a permit as per the Municipal Code. **Current permit to be updated**

PARKING STANDARD

1 space per 60sf of public area

Restaurant Use Approach

USE	C1	C2	C3	C4	BIP	MI	Notes
Restaurant	P	P	P	P	P		Revised definition only
Restaurant with Drive Through		S	P	P	P		New – Use standard
Video Gaming with Full-Service Restaurant			S				New – Use standards

Restaurant with Drive-Through

In the C-2 District, restaurants with drive-through must be located a minimum of 1,000 feet from any other restaurant with drive-through

Video Gaming with Full-Service Restaurant

- A minimum of 500 feet from any other video gaming within full-service restaurant
- Must be a full-service restaurant
- Requires a permit

Retail Goods Establishment Use Approach

RETAIL GOODS ESTABLISHMENT

Clarified sales of alcohol

1. **Retail Goods Establishment - No Sales of Alcohol or Tobacco**
No size limit
2. **Retail Goods Establishment with Sales of Beer, Wine, and Tobacco – Minimum 3,200sf in Gross Floor Area or More Required**
Establishments less than 10,000sf in gross floor area are not permitted to sell liquor/spirits package goods.
3. **Retail Goods Establishment with Sales of Liquor/Spirits Package Goods – Minimum 10,000sf in Gross Floor Area or More Required**
Establishments also permitted to sell beer, wine, and similar alcohol products as well as tobacco/hemp products

Note – New Standard for Tobacco Sales at Gas Stations

Gas stations may offer convenience items for sale as a secondary activity. A maximum of 10% of the total retail floor area may be used to sell tobacco/hemp products and smoking paraphernalia.

Retail Goods Establishment Use Approach

USE	C1	C2	C3	C4	BIP	MI	Notes
Retail Goods Establishment – No alcohol or tobacco	P	P	P	P	P		Revised definition
Retail Goods Establishment – Beer, Wine, Tobacco (Min. 3,200sf)		P	P	P	P		Revised definition – new permissions
Retail Goods Establishment – Liquor/Spirits (Min. 10,000sf)			S				Revised definition – new permissions

Tobacco Uses Approach

Smoke or Tobacco Shop. An establishment that specializes in the sale of tobacco/hemp products and smoking paraphernalia. Such establishments typically sell items such as cigarettes, cigars, pipes, hookahs, and electronic cigarettes/vapes. A “Smoke or Tobacco Shop” may also sell items typically related to tobacco/hemp product consumption, defined as smoking paraphernalia within this Ordinance. This does not include medical cannabis as authorized by this Ordinance.

** Also defined “Tobacco/Hemp Products” and “Smoking Paraphernalia”*

USE STANDARDS

- Smoke or tobacco shops must be located a minimum of 500 feet from any other smoke or tobacco shop
- Smoke or tobacco shops require a permit as per the Municipal Code and review by the Cannabis and Tobacco Commission. **NEW PERMIT NEEDED – Maximum of 2 licenses**

PARKING STANDARD

1 space per 300sf of GFA

Tobacco Uses Approach

Smoking Lounge. An establishment engaged in the sale of tobacco/hemp products, as defined in this Ordinance, and similar products for on-site consumption. “Smoking Lounge” includes, but is not limited to, establishments known variously as cigar lounges, hookah lounges, vape lounges, tobacco clubs, tobacco bars, etc.

** Also defined “Tobacco Hemp Products” and “Smoking Paraphernalia”*

USE STANDARDS

- Smoking lounges must be located a minimum of 500 feet from any other smoking lounge
- Smoking lounges require a permit as per the Municipal Code and review by the Cannabis and Tobacco Commission. **NEW PERMIT NEEDED – Maximum of 4 licenses**

PARKING STANDARD

1 space per 300sf of GFA

Tobacco Uses Approach

USE	C1	C2	C3	C4	BIP	MI	Notes
Smoke or Tobacco Shop			S				New – Use standards
Smoking Lounge			S				New – Use standards

Note for Discussion: Because these require approval by the Tobacco Commission, should these be permitted (rather than special)?

USE STANDARDS

- 500 feet separation
- Require a permit as per the Municipal Code and review by the Cannabis and Tobacco Commission. **NEW PERMITS NEEDED**

Special Event Space Use Approach

Special Event Space. An establishment which is rented by individuals or groups to accommodate private functions and events such as fundraisers, banquets, weddings, anniversaries, and other similar celebrations.

Revision of “Banquet Hall” definition

NEW USE STANDARDS

- A minimum of 3,200 square feet in gross floor area.
- A special event space is prohibited within a mixed-use building.
- Special event spaces must be located a minimum of 500 feet from any other special event space.
- Kitchen facilities are required for the preparation or catering of food.
- The manager of the special event space must be on-site during all events.

Note for Discussion: Should we require on-site security?

- Cannot be operated as a restaurant with regular hours of operation. Food may only as part of a scheduled event.
- Cannot charge a general admission fee or any other monetary donations for entrance, with the exception of fundraisers or events for bona fide non-profit organizations, places of worship, educational facilities, or similar uses.

Special Event Space Use Approach

Special Event Space. An establishment which is rented by individuals or groups to accommodate private functions and events such as fundraisers, banquets, weddings, anniversaries, and other similar celebrations.

Revision of “Banquet Hall” definition

NEW USE STANDARDS (Cont’d)

- Must provide all parking on-site. No off-site parking is permitted. No variances are permitted to this standard.
- Hours of operations are regulated by the Village Code.

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NEW PARKING STANDARD

1 space per 60sf of public area

USE	C1	C2	C3	C4	BIP	MI	Notes
Special Event Space		P	P S	S			Revised – New use standards and permissions

New District Entertainment Overlay

The **E Entertainment Overlay District** is intended to allow for the clustering of certain uses to enhance those areas where a concentration of such uses can create a vibrant entertainment environment.

- Applies only when the base district is the C-2 District.
- Unless specifically modified by the E Entertainment Overlay District, the requirements and regulations of the C-2 District continue to apply.
- When the E Entertainment Overlay District is applied over a district other than the C-2 District, the E Overlay District regulations do not apply.

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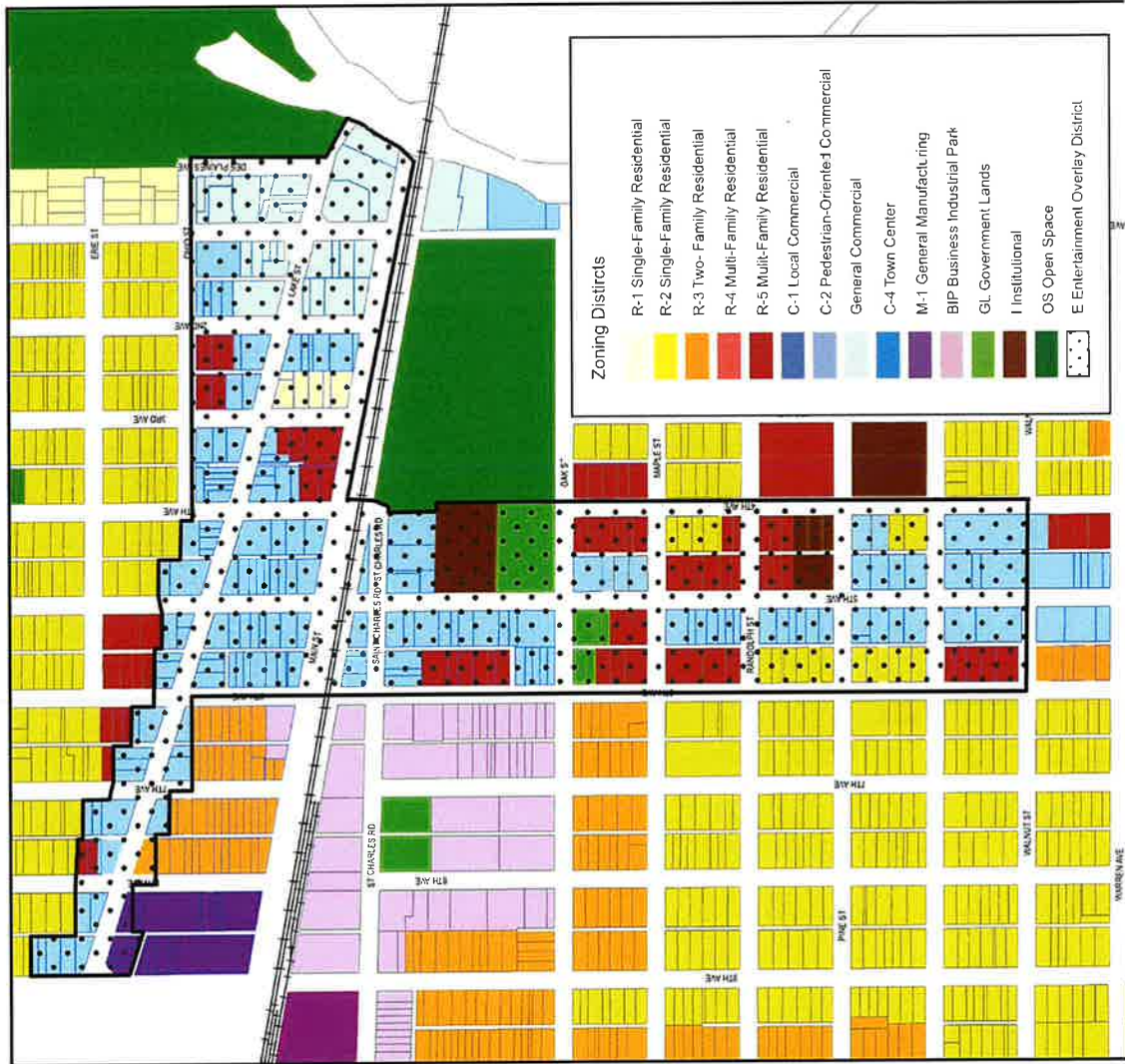
PERMITTED USES

- **Body Art Establishment** - Permitted use
- **Smoking Lounge** - Permitted use
- **Special Event Space** - Permitted use
- **Video Gaming within Full-Service Restaurant** - Special use

Note for Discussion: Should Live Entertainment be permitted in the E Overlay (rather than special)?

PROHIBITED USES

- **Drive Through Facility**
- **Restaurant with Drive-Through**
- **Retail Goods Establishment with Sales of Liquor/Spirits Package Goods**
- **Smoke or Tobacco Shop**



Revisions to Nonconformities

Eliminate “nonconforming use reestablishment waiver”

If a nonconforming use is discontinued, or the structure that it occupies becomes vacant and/or remains unoccupied by the occupants who operated the nonconforming use for a continuous period of one-hundred eighty (180) days for nonconforming non-residential uses and three-hundred sixty-five (365) days for residential uses, such use at the location shall be deemed to be abandoned and ~~except in cases where the application of this subsection is waived pursuant to subsection 2 below;~~ shall not be reestablished or resumed regardless of the intent to resume or to continue the use.

When determining abandonment of a residential use in the residential zoning districts, the Zoning Administrator shall take into consideration factors such as active rental/leasing and sales efforts, active maintenance of the structure, continued utility services, rehabilitation activities, continued weatherproofing of the structure, and similar efforts in determining whether the structure is in active use and therefore would not be considered abandoned. Any subsequent use or occupancy of such land or structure shall comply with all regulations of the zoning district in which such land or structure is located. The period of such discontinuance caused by government action or acts of God shall not be included in calculating the length of discontinuance for this section.

April 25 Public Hearing Notes

USE STANDARDS – PROPOSED EDITS FOR DISCUSSION

Edits to distance requirements

Smoke or Tobacco Shop

Smoke or tobacco shops must be located a minimum of ~~five-hundred (500)~~ one-thousand (1,000) feet from any other smoke or tobacco shop.

Smoking Lounge

Smoking lounges must be located a minimum of ~~five-hundred (500)~~ one-thousand (1,000) feet from any other smoking lounge.

Video Gaming within Full-Service Restaurant

Video gaming within full-service restaurant must be located a minimum of ~~five-hundred (500)~~ one-thousand (1,000) feet from any other video gaming within full-service restaurant.

April 25 Public Hearing Notes

USE STANDARDS – PROPOSED EDITS FOR DISCUSSION

Edits to use standards

Gas Station

Gas stations may offer convenience items for sale as a secondary activity. A maximum of ten percent (10%) of the total shelf space ~~retail floor area~~ may be used to sell tobacco/hemp products and smoking paraphernalia. Shelf space includes the area located behind the service counter.

April 25 Public Hearing Notes

USE STANDARDS – PROPOSED EDITS FOR DISCUSSION

Edits to use standards

Special Event Space

- A special event space requires commercial kitchen facilities for the preparation or catering of food. ~~Kitchen facilities must include, at a minimum, cooking appliances, such as a stove or oven, and refrigeration appliances.~~
- A special event space must provide all parking on-site. No off-site parking is permitted. No variances are permitted to this standard.

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DISCUSSION NOTE – NO DIRECT EDIT OFFERED: There was discussion that this should be loosened to allow for on-street spaces and shared parking arrangements to be allowed. The Ordinance currently allows:

One way to loosen this restriction is to allow for placement options (collective parking in all districts and the C-2 options) but revise the standard so that no variance is allowed to reduce the amount of parking required to be provided, but is more flexible in how it is provided. For example:

A special event space must provide all required parking. No variances are permitted to this standard. In addition, a special event space is not eligible for the reduction in parking spaces offered in Section 13.12.B.4.

April 25 Public Hearing Notes

USE STANDARDS – PROPOSED EDITS FOR DISCUSSION

Edits to use permissions

E Entertainment Overlay District

Edit to add to list of permitted uses in the E Overlay (edit below):

- e.** Live Entertainment. Live Entertainment is allowed as a permitted use.

April 25 Public Hearing Notes

USE STANDARDS – PROPOSED EDITS FOR DISCUSSION

Notes for discussion - responses

Note for Discussion: Because “Smoke or Tobacco Shop” and “Smoking Lounge” require approval by the Tobacco Commission, should these be permitted (rather than special)?

Consensus at the time was to continue to require a special use – there would be no change to the draft

³²⁰ ***Note for Discussion: Should we require on-site security for special event spaces?***

No specific decision was made – no edit at this time

Note for Discussion: Should Live Entertainment be a permitted use in the E Overlay (rather than special)?

Initial consensus at the time was to allow Live Entertainment as a permitted use

Village of Maywood Zoning Ordinance Amendments

Moratorium Ordinance No. CO-2022-28

Prepared by Camiros
April 25, 2023
UPDATED MAY 9, 2023



consultants in planning, zoning, economic development,
urban design & landscape architecture

MEMO

To: Village of Maywood
From: Camiros
Date: May 10, 2023
Re: Zoning Amendments for Moratorium Uses PC/ZBA Recommendations

The following are the recommended modifications of the Planning Commission/Zoning Board of Appeals following the close of the public hearing on May 9, 2023. These recommendations are shown in yellow highlight in redline/strikethrough. Redline/strikethrough that is not highlighted shows changes to existing Zoning Ordinance language in the original public hearing draft.

USE TABLES

SECTION 8. COMMERCIAL ZONING DISTRICTS

Amendments to Table 8.1

VILLAGE OF MAYWOOD, ILLINOIS					
TABLE 8-1: COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES					
(Amended 08/21/2012: CO-2012-33; Amended 07/26/2014: CO-2014-23 & CO-2014-26; Amended 11/20/2014: CO-2014-41)					
S = Special Use P = Permitted Use					
Use ¹	Zoning District				Specific Use Standards
	C-1	C-2	C-3	C-4	
RESIDENTIAL USES					
Assisted Living Facility		S	S	S	Section 11.3.A
Dwelling, Above the Ground Floor	P	P	P	P	
Dwelling, Multi-Family				S	Section 11.3.G
Dwelling, Townhouse				S	Section 11.3.G
Independent Living Facility		S	S	S	Section 11.3.A
Nursing Home		S	S	S	Section 11.3.A
CULTURAL USES					
Cultural Facility	P	P	P	P	Section 11.3.C
COMMERCIAL USES					
(Amended 08/21/2012: CO2012-33; Amended 07/26/2014: CO-2014-23 & CO-2014-26)					
Tattoo Parlor Body Art Establishment			S		
Art Gallery	P	P	P	P	
Animal Hospital	S	P	P	P	
Car Wash			S		
Commercial Personal Services Establishment	P	P	P	P	
Currency Exchange		S	S	S	
Day Care Center, Adult or Child	S	S	S	S	Section 11.3.D
Drive-Through Facility		S	S	S	Section 11.3.F
Financial Institution	P	P	P	P	
Funeral Home	P	P	P		
Gas Station		S	P	S	Section 11.3.J

VILLAGE OF MAYWOOD, ILLINOIS					
TABLE 8-1: COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES					
(Amended 08/21/2012: CO-2012-33; Amended 07/26/2014: CO-2014-23 & CO-2014-26; Amended 11/20/2014: CO-2014-41)					
S = Special Use P = Permitted Use					
Use ¹	Zoning District				Specific Use Standards
	C-1	C-2	C-3	C-4	
Greenhouse/Nursery			P		
Heavy Retail, Rental and Service			S	S	
Hospital			S		
Hotel/Motel			S	P	
Indoor Entertainment		S	P	S	Section 11.3.I
Indoor Recreation		S	P	S	Section 11.3.I
Kennel/Pet "Day Care" Service		S	P	P	Section 11.3.L
Live Entertainment		S	S	S	
Medical Cannabis Dispensing Organization		S	S	S	Section 11.3.S
Medical/Dental Clinic	P	P	P	P	
Motor Vehicle Dealership			P		Section 11.3.M
Motor Vehicle Rental Establishment			P		Section 11.3.M
Motor Vehicle Service and Repair			S		Section 11.3.N
Office Business	P	P	P	P	
Outdoor Entertainment			S	S	Section 11.3.I
Outdoor Dining	P	P	P	P	Section 11.3.P
Outdoor Recreation			S	S	Section 11.3.I
Payday or Title Loan Agency	S	S	S	S	
<u>Personal Care Establishment</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Section 11.3.T</u>
Restaurant	P	P	P	P	
<u>Restaurant with Drive-Through</u>		<u>S</u>	<u>P</u>	<u>P</u>	<u>Section 11.3.U</u>
<u>Retail Goods Establishment</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Retail Goods Establishment - No Sales of Alcohol or Tobacco</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Retail Goods Establishment with Sales of Beer, Wine, and Tobacco – Minimum 3,200sf in Gross Floor Area or More Required</u>		<u>P</u>	<u>P</u>	<u>P</u>	<u>(See also Chapter 117 of the Municipal Code)</u>
<u>Retail Goods Establishment with Sales of Liquor/Spirits Package Goods – Minimum 10,000sf in Gross Floor Area or More Required</u>			<u>S</u>		<u>(See also Chapter 117 of the Municipal Code)</u>
<u>Smoke or Tobacco Shop</u>			<u>S</u>		<u>Section 11.3.V</u>
<u>Smoking Lounge</u>			<u>S</u>		<u>Section 11.3.W</u>
<u>Special Event Space Banquet-Hall</u>		<u>P</u>	<u>PS</u>	<u>PS</u>	<u>Section 11.3.X</u>
<u>Video Gaming within Full-Service Restaurant</u>			<u>S</u>		<u>Section 11.3.Y</u>
TRANSPORTATION USES					
Off-Street Parking Lot	S	S	S	S	Section 11.3.O.2
Parking Structure	S	S	S	S	Section 11.3.O.1
GOVERNMENT AND EDUCATIONAL USES (Amended 11/20/2014: CO-2014-41)					
Educational Facilities, Vocational School		S			

(continued next page)

SECTION 9. OFFICE PARK & MANUFACTURING ZONING DISTRICTS

Amendments to Table 9.1

VILLAGE OF MAYWOOD, ILLINOIS			
TABLE 9-1: OFFICE PARK AND MANUFACTURING ZONING DISTRICTS PERMITTED & SPECIAL USES			
(Amended 03/13/2013: CO-2013-15) (Amended 07/26/2014: CO-2014-26) (Amended 12/21/2016: CO-2016-35)			
S = Special Use P = Permitted Use			
USE	DISTRICT		SPECIFIC USE STANDARDS
	BI	M-1	
	P		
COMMERCIAL USES			
Body Art Establishment		S	
Commercial Personal Services Establishment	P		
Day Care Center, Adult or Child	S ²		Section 11.3.D
Drive-Through Facility	S ²		Section 11.3.F
Financial Institution	P		
Gas Station		S	Section 11.3.J
Greenhouse/Nursery	P		
Medical Cannabis Cultivation Center	S	S	Section 11.3.S
Medical Cannabis Dispensing Organization	S	S	Section 11.3.S
Heavy Retail, Rental and Service	P	P	
Kennel/Pet "Day Care" Service		P	Section 11.3.L
Motor Vehicle Dealership	P		Section 11.3.M
Motor Vehicle Rental Establishment	P		Section 11.3.M
Motor Vehicle Service and Repair	P	P	Section 11.3.N
Office Business	P	P	
Outdoor Dining	P		Section 11.3.P
Restaurant	P		
Restaurant with Drive-Through	P		
Retail Goods Establishment	P		
Retail Goods Establishment - No Sales of Alcohol or Tobacco	P		
Retail Goods Establishment with Sales of Beer, Wine, and Tobacco – Minimum 3,200sf in Gross Floor Area or More Required	P		
TRANSPORTATION USES			
Off-Street Parking Lot (Principal Use)	S	S	Section 11.3.O.2
Parking Structure (Principal Use)		S	Section 11.3.O.1
MANUFACTURING, STORAGE AND RESEARCH USES			
Contractor Storage Yard	S	P	Section 11.3.Q
Manufacturing, General	P	P	
Outdoor Storage Yard	S	P	Section 11.3.Q
Recycling Center	S	P	
Research and Development Facility	P	P	
Self Storage Self-Storage Facility		P	
Solid Waste Transfer Facility		P	
Warehouse/Distribution	P	P	
OTHER			
Planned Unit Development	S	S	Section 5
Utilities, Private	S	S	Section 11.3.R

ENTERTAINMENT OVERLAY DISTRICT

New district

This would be a new district, to be applied over the C-2 District along Lake Street and 5th Avenue, which would allow for entertainment type uses to be clustered. This overlay is a use-based overlay district, creating specific permissions and prohibitions in the applicable areas.

SECTION 10. SPECIAL PURPOSE ZONING DISTRICTS

10.5 E Entertainment Overlay District

A. Purpose

The E Entertainment Overlay District is intended to allow for the clustering of certain uses to enhance those areas where a concentration of such uses can create a vibrant entertainment environment.

B. Applicability

1. The E Entertainment Overlay District applies only when the base district is the C-2 District.
2. Unless specifically modified by the E Entertainment Overlay District, the requirements and regulations of the C-2 District continue to apply.
3. When the E Entertainment Overlay District is applied over a district other than the C-2 District, the E Overlay District regulations do not apply.

C. Use Permissions

1. Permitted Uses

The following uses are specifically allowed in the E Entertainment Overlay District. These uses remain subject to the use standards of Section 11, unless specifically modified below.

- a. Body Art Establishment. A Body Art Establishment is allowed as a permitted use.
- b. Smoking Lounge. A Smoking Lounge is allowed as a permitted use.
- c. Special Event Space. A Special Event Space is allowed as a permitted use.
- d. Video Gaming within Full-Service Restaurant. A Video Gaming within Full-Service Restaurant is allowed as a special use.

c. Live Entertainment. Live Entertainment is allowed as a permitted use.

2. Prohibited Uses

The following uses are specifically prohibited in the E Entertainment Overlay District:

- a. Drive Through Facility
- b. Restaurant with Drive-Through
- c. Retail Goods Establishment with Sales of Liquor/Spirits Package Goods
- d. Smoke or Tobacco Shop

Map to be provided in a separate document.

The PC/ZBA has recommended extending the boundaries along 5th Avenue to Quincy.

USE STANDARDS

Section 11.3, Use Standards

Modifications to Existing Standards

J. Gas Station

1. Gas station canopies shall be designed with luminaires recessed under the canopy to minimize light pollution. Light intensity directly under the canopy shall not exceed ten (10) footcandles at any location. All lighting mounted under the canopy, including auxiliary lighting within signage and panels over the pumps, shall be included in the ten (10) footcandle limit.
2. All gas station driveways must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.
3. Gas stations may offer convenience items for sale as a secondary activity. A maximum of ten percent (10%) of the total shelf space retail-floor-area may be used to sell tobacco/hemp products and smoking paraphernalia. Shelf space includes the area located behind the service counter.
4. Gas stations may also include an automatic car wash with one (1) bay. Stacking spaces shall be in accordance with Section 13 (Off-Street Parking and Loading).
5. In addition, gas stations may be included accessory to a "Motor Vehicle Repair and Service Shop." However, they shall be subject to the provisions of this section and the standards of Paragraph N (Motor Vehicle Repair and Service) below.
6. Gas stations shall not be subject to the maximum front yard requirements, when applicable. However, a minimum five (5) foot landscaped setback shall be provided.
7. The volume on all gas station monitors and speaker systems shall conform to all local noise regulations.

New Standards

T. Personal Care Establishment NEW

1. Personal care establishments under 2,000 square feet must be located a minimum of five-hundred (500) feet from any other personal care establishment under 2,000 square feet.

U. Restaurant with Drive-Through NEW

1. In the C-2 District, restaurants with drive-through must be located a minimum of one-thousand (1,000) feet from any other restaurant with drive-through.

V. Smoke or Tobacco Shop NEW

1. Smoke or tobacco shops must be located a minimum of one-thousand (1,000) five-hundred (500) feet from any other smoke or tobacco shop.
2. Smoke or tobacco shops require a permit as per the Municipal Code and review by the Cannabis and Tobacco Commission.

W. Smoking Lounge NEW

1. Smoking lounges must be located a minimum of one-thousand (1,000) five-hundred (500) feet from any other smoking lounge.
2. Smoking lounges require a permit as per the Municipal Code and review by the Cannabis and Tobacco Commission.

X. Special Event Space NEW

1. A special event space must be a minimum of three-thousand two-hundred (3,200) square feet in gross floor area.
2. A special event space is prohibited within a mixed-use building.
3. Special event spaces must be located a minimum of five-hundred (500) feet from any other special event space.
4. A special event space requires **commercial** kitchen facilities for the preparation or catering of food. ~~Kitchen facilities must include, at a minimum, cooking appliances, such as a stove or oven, and refrigeration appliances.~~
5. The manager of the special event space must be on-site during all events.
6. A special event space is not operated as a restaurant with regular hours of operation. Food may only be served as part of a scheduled event.
7. A special event space cannot charge a general admission fee or any other monetary donations (payment at the door to the general public) for entrance, with the exception of fundraisers or events for bona fide non-profit organizations, places of worship, educational facilities, or similar uses.
8. ~~A special event space must provide all parking on-site. No off-site parking is permitted. No variances are permitted to this standard. A special event space must provide all parking spaces as required by Table 13-1: Off-Street Parking Requirements. No variance is permitted to allow for a reduction in the total amount of required parking spaces.~~
 - a. ~~A special event space is not eligible for a reduction in the total required amount of parking spaces in Section 13.12.B.4.~~
 - b. ~~A special event space in the C-2 District cannot discount the first 2,000 square feet of space as allowed in Section 13.12.B.2.~~
 - c. ~~A special event space in the C-2 District is permitted to count on-street spaces toward this parking requirement, as allowed in Section 13.12.B.3.~~
 - d. ~~A special event space in any district is permitted to use the collective parking requirements in Section 13.15.~~
9. Hours of operations will be regulated by the Village Code.
10. ~~Security must be provided as required as part of the Village business license.~~

Y. Video Gaming within Full-Service Restaurant NEW

1. Video gaming within full-service restaurant must be located a minimum of ~~one-thousand (1,000) five-hundred (500)~~ feet from any other video gaming within full-service restaurant.
2. Video gaming within full-service restaurant are only permitted as part of a full-service restaurant. A full-service restaurant is a restaurant where customers are seated at tables and served by waitstaff who take their orders, serve their meals, and attend to their needs throughout the meal.
3. Video gaming within full-service restaurant require a permit as per the Municipal Code.

PARKING

The new and modified uses identified above have been added to the parking requirements table:

VILLAGE OF MAYWOOD, ILLINOIS	
TABLE 13-1: OFF-STREET PARKING REQUIREMENTS	
USE	PROPOSED PARKING REQUIREMENT
RESIDENTIAL USES	
Assisted Living Facility	.25 per bed + 1 per 2 employees
Bed and Breakfast	2 spaces + 1 space per guestroom
Community Residence	.25 per bed + 1 per 2 employees
Dwelling, Above the Ground Floor	1-bedroom unit: 1 per dwelling unit 2-bedroom or more unit: 1.5 per dwelling unit
Dwelling, Multi-Family	1 per dwelling unit
Dwelling, Single-Family	2 per dwelling unit
Dwelling, Townhouse	2 per dwelling unit
Dwelling, Two-Family	2 per dwelling unit
Independent Living Facility	1 per dwelling unit + 1 per 2 employees
Nursing Home	1 for each 4 beds + 1 per 2 employees (excluding staff doctors) + 1 per staff doctor
GOVERNMENT AND EDUCATIONAL USES	
Educational Facility, College/University	1 per 3 employees + 1 per 4 students based on maximum number of students attending classes on premises at any one time
Educational Facility, Primary	2 per classroom
Educational Facility, Secondary	1 per 10 students (based on maximum enrollment) + 2 per classroom
Educational Facility, Vocational School or Training Academy <i>(Amended 11/20/2014: CO-2014-41)</i>	1 per 3 employees + 1 per 4 students based on maximum number of students attending classes on premises at any one time
Government Facility	3 per 1,000sf GFA
CULTURAL USES	
Cultural Facility	2 per 1,000sf GFA
Group Assembly	1 per 4 seats + 1 per 1,000sf of residential living area if convent or rectory attached + additional spaces as required for accessory uses (day care center, auditorium, etc.) + adequate provision for buses and on-site passenger loading and unloading
COMMERCIAL USES	
Animal Hospital	1 per full-time employee + 1 per 30sf of waiting room area
Art Gallery	1 per 800sf GFA
Body Art Establishment, Tattoo Parlor	3 per 1,000sf GFA
Car Wash	1 per bay
Commercial Personal Services Establishment	3 per 1,000sf GFA
Day Care Center, Adult or Child	1 per 2 employees + 2 passenger loading space
Financial Institution	3 per 1,000sf GFA
Funeral Home	12 spaces per chapel + 1 per business vehicle

**VILLAGE OF MAYWOOD, ILLINOIS
TABLE 13-1: OFF-STREET PARKING REQUIREMENTS**

USE	PROPOSED PARKING REQUIREMENT
Gas Station	2 per 1,000sf GFA of any accessory convenience retail and/or food service
Greenhouse/Nursery	1 per 1,000sf GFA + 2 per 1,000sf of outdoor sales & display area
Heavy Retail, Rental and Service	4 per 1,000sf GFA, including outdoor sales & display area
Hospital	1 per 2 hospital beds + 1 per 2 employees (other than staff doctors) + 1 for each staff doctor
Hotel/Motel	1 per room + required parking for restaurants, meeting rooms and retail shops
Indoor Entertainment	4 per 1,000sf of public use area
Movie Theater	1 per 4 seats for first 400 seats + 1 per 6 additional seats after first 400
Indoor Recreation	4 per 1,000sf of public use area
Bowling Alley	2 per lane + additional spaces as required for accessory uses (bars, restaurants, etc.)
Kennel/Pet "Day Care" Service	1 per 1,000sf of GFA + 1 per 4 pet owners if animal training classes are taught on-site (based on maximum class size)
Live Entertainment	4 per 1,000sf of public use area
Medical/Dental Clinic	1.5 per exam room
Methadone Clinic	3 per 1,000sf of public use area
Motor Vehicle Dealership	1 per 1,000sf of public sales & display area (indoor + outdoor)
Motor Vehicle Rental Establishment	1 per 1,500sf of public sales & display area (indoor + outdoor)
Motor Vehicle Service and Repair	2 per service bay + 1 per 500sf of office & public waiting area
Office Business	3 per 1,000sf GFA
Outdoor Entertainment	2 per 1,000sf of public use area
Outdoor Recreation	2 per 1,000sf of public use area
Payday or Title Loan Agency	3 per 1,000sf GFA
<u>Personal Care Establishment</u>	<u>3 per 1,000sf GFA</u>
Restaurant	1 per 60sf of public seating area (excluding any outdoor dining area)
Restaurant, Carry-Out	3 per 1,000sf GFA
Bakery	3 per 1,000sf GFA
<u>Restaurant with Drive Through</u>	<u>1 per 60sf of public area (excluding any outdoor dining area)</u>
Retail Goods Establishment <u>(All Categories)</u>	3 per 1,000sf GFA
<u>Smoke or Tobacco Shop</u>	<u>3 per 1,000sf GFA</u>
<u>Smoking Lounge</u>	<u>3 per 1,000sf GFA</u>
<u>Special Event Space/Banquet Hall</u>	<u>1 per 60sf of public area</u> <u>1 per 4 seats (based on maximum capacity) + 1 per 2 employees (based on largest shift)</u> <u>All parking must be provided on-site.</u>
<u>Video Gaming with Full-Service Restaurant</u>	<u>1 per 60sf of public area</u>
MANUFACTURING, STORAGE AND RESEARCH USES	

**VILLAGE OF MAYWOOD, ILLINOIS
TABLE 13-1: OFF-STREET PARKING REQUIREMENTS**

USE	PROPOSED PARKING REQUIREMENT
Contractor Storage Yard	2 per 1,000sf of GFA
Manufacturing, General	3 per 1,000sf of GFA
Outdoor Storage Yard	2 per 1,000sf of GFA
Recycling Center	2 per 1,000sf of GFA
Self-Storage Facility	1 per 50 storage units
Solid Waste Transfer Facility	2 per 1,000sf of GFA
Motor Vehicle Operations Facility	1 per 1,000sf GFA
Research and Development Facility	3 per 1,000sf GFA
Warehouse/Distribution	1 per 20,000sf GFA of warehouse space + 1 per 1,000sf of office space
OPEN SPACE USES	
Cemetery	1 per 250sf of office and/or chapel space
Driving Range (Principal Use)	1 per tee
Golf Course	4 per hole

DEFINITIONS

REPLACE CURRENT DEFINITION OF "BODY ART ESTABLISHMENT"

Body Art Establishment. An establishment that offers tattooing services, body piercing, and/or non-medical body modification. "Body Art Establishment" does not include an establishment that offers only ear piercing as an ancillary service. "Body Art Establishment" may offer microblading and permanent make-up as an additional service but does not include those establishments which only offer those services, which are considered a "Personal Care Establishment."

REPLACE CURRENT DEFINITION OF "PERSONAL SERVICES ESTABLISHMENT"

Commercial Services Establishment. An establishment or place of business primarily engaged in the provision of frequent or recurrent needed commercial services. Typical uses include, but are not limited to, animal grooming establishments, shoe repair, laundromats, dry cleaners, and tailors. "Commercial Services Establishment" shall not include any adult uses as defined in Section 17.5 (General Terms Definition) for "Adult Uses." "Commercial Services Establishment" shall not include "Personal Care Establishment."

REPLACE CURRENT DEFINITION OF "LIVE ENTERTAINMENT"

Live Entertainment. A musical, theatrical, dance, cabaret or comedy act performed live by one (1) or more persons. "Live Entertainment" shall not include any adult uses as defined in Section 17.5 (General Terms Definition) for "Adult Uses."

NEW DEFINITION

Personal Care Establishment. An establishment that provides services and treatments to enhance a client's physical appearance and well-being, staffed by trained professionals that are licensed, certified, and/or accredited including, but not limited to, hairstylists, estheticians, nail technicians, and massage therapists. This use includes, but is not limited to, beauty shops, barbershops, tanning salons, nail salons, esthetician, skin care, and cosmetology services, electrolysis, microblading and permanent make-up, massage, and body contouring services. "Personal Care Establishment" does not include any medically invasive procedures. A "Personal Care Establishment" includes facilities such as self-care establishments and incubator spaces where spaces and/or seats may be rented or leased to multiple licensed, certified, and/or accredited professionals that provide different personal care services.

REPLACE CURRENT DEFINITION OF "RESTAURANT"

Restaurant. A structure in which the principal use is the preparation and sale of food and beverages for consumption on the premises or for carry-out. A "Restaurant" with scheduled musical performances requires a Live Music Permit from the Village.

NEW DEFINITION

Restaurant, Drive-Through. A structure in which the principal use is the preparation and sale of food and beverages for consumption on the premises or for carry-out and includes a drive-through facility. A drive through restaurant may or may not include indoor seating for consumption on the premises.

REPLACE CURRENT DEFINITION OF "RETAIL GOODS ESTABLISHMENT"

Retail Goods Establishment. A commercial enterprise that provides physical goods, products, or merchandise directly to the consumer, where such goods are typically available for immediate purchase and removal from the premises by the purchaser. Such establishments do not include other retail uses separately defined herein. "Retail Goods Establishment" shall not include any adult uses or "Smoke or Tobacco Shop." This definition distinguishes "Retail Goods Establishment" in three categories:

1. **Retail Goods Establishment - No Sales of Alcohol or Tobacco.** A retail goods establishment with no minimum gross floor area requirement that does not sell any alcohol or tobacco/hemp products.
2. **Retail Goods Establishment with Sales of Beer, Wine, and Tobacco – Minimum 3,200sf in Gross Floor Area or More Required.** A retail goods establishment permitted to sell beer, wine, and similar alcohol products as well as tobacco/hemp products where the gross floor area of the establishment is a minimum of three-thousand two-hundred (3,200) square feet in area. Establishments less than ten-thousand (10,000) square feet in gross floor area are not permitted to sell liquor/spirits package goods.
3. **Retail Goods Establishment with Sales of Liquor/Spirits Package Goods – Minimum 10,000sf in Gross Floor Area or More Required.** A retail goods establishment permitted to sell liquor/spirits package goods where the gross floor area of the establishment is a minimum of ten-thousand (10,000) square feet in gross floor area. Such establishments are also permitted to sell beer, wine, and similar alcohol products as

well as tobacco/hemp products.

NEW DEFINITION

Smoke or Tobacco Shop. An establishment that specializes in the sale of tobacco/hemp products and smoking paraphernalia. Such establishments typically sell items such as cigarettes, cigars, pipes, hookahs, and electronic cigarettes/vapes. A "Smoke or Tobacco Shop" may also sell items typically related to tobacco/hemp product consumption, defined as smoking paraphernalia within this Ordinance. This does not include medical cannabis as authorized by this Ordinance.

NEW DEFINITION

Smoking Lounge. An establishment engaged in the sale of tobacco/hemp products, as defined in this Ordinance, and similar products for on-site consumption. "Smoking Lounge" includes, but is not limited to, establishments known variously as cigar lounges, hookah lounges, vape lounges, tobacco clubs, tobacco bars, etc.

NEW DEFINITION

Smoking Paraphernalia. Any equipment, device, or instrument that is primarily designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body of tobacco/hemp products, as defined in this Ordinance. Items or devices classified as "Smoking Paraphernalia" include, but are not limited to, pipes, bongs, punctured metal bowls, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookahs, and devices for holding burning material. Lighters and matches are excluded from the definition of tobacco paraphernalia.

REPLACE CURRENT DEFINITION OF "BANQUET HALL"

Special Event Space. An establishment which is rented by individuals or groups to accommodate private functions and events such as fundraisers, banquets, weddings, anniversaries, and other similar celebrations.

NEW DEFINITION

Tobacco/Hemp Products. Any product in leaf, flake, plug, liquid, such as e-cigarette liquid, or any other form, containing nicotine, tetrahydrocannabinol, or other products derived from the tobacco or hemp plant. This does not include cannabis as authorized by this Ordinance.

NEW DEFINITION

Video Gaming within Full-Service Restaurant. A full service restaurant that includes electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including, but not limited to video poker, line up, and blackjack, as authorized by the Illinois Gaming Board, utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash.

NONCONFORMING USE

G. Discontinuation or Abandonment ~~(Amended 01/21/2014; CO-2014-02)~~

1. If a nonconforming use is discontinued, or the structure that it occupies becomes vacant and/or remains unoccupied by the occupants who operated the nonconforming use for a continuous period of one-hundred eighty (180) days for nonconforming non-residential uses and three-hundred sixty-five (365) days for residential uses, such use at the location shall be deemed to be abandoned and ~~except in cases where the application of this subsection is waived pursuant to subsection 2 below,~~ shall not be reestablished or resumed regardless of the intent to resume or to continue the use. When determining abandonment of a residential use in the residential zoning districts, the Zoning Administrator shall take into consideration factors such as active rental/leasing and sales efforts, active maintenance of the structure, continued utility services, rehabilitation activities, continued weatherproofing of the structure, and similar efforts in determining whether the structure is in active use and therefore would not be considered abandoned. Any subsequent use or occupancy of such land or structure shall comply with all regulations of the zoning district in which such land or structure is located. The period of such discontinuance caused by government action or acts of God shall not be included in calculating the length of discontinuance for this section.
2. ~~A party with an interest in a property may request a waiver of the application of subsection (G)(1) above, by submitting a request for a nonconforming use reestablishment waiver to the Zoning Administrator on a form provided by the Village for such purpose.~~
 - a. ~~A nonconforming use reestablishment waiver may be issued by the Zoning Administrator in circumstances where an applicant is able to establish, to the reasonable satisfaction of the Zoning Administrator, either of the following:~~
 - i. ~~The property has been the subject of a foreclosure proceeding or other litigation or court action and such action directly or indirectly resulted in the discontinuation of the nonconforming use or vacancy and unoccupied status of the property; OR~~
 - ii. ~~Some other circumstance exists or existed that establishes to the reasonable satisfaction of the Zoning Administrator that the discontinuation of the nonconforming use or vacancy and unoccupied status of the property was caused by economic or other extenuating circumstances rather than an affirmative intent to discontinue or abandon the nonconforming use.~~

~~In addition, an applicant must also establish, to the reasonable satisfaction of the Zoning Administrator, all of the following:~~

- b. ~~A new owner now desires to reestablish the same or a substantially similar nonconforming use; and~~
- c. ~~The real estate property taxes on the property that is the subject of the request are not delinquent, and no water bills, liens, fees or penalties are owed to the Village or other taxing authority by the applicant or on the property; and~~
- d. ~~The structure or portion of a structure on the property that is proposed to be used for the reestablished nonconforming use was the same structure or portion of a structure or property that was previously used for the nonconforming use; and~~
- e. ~~The structure or portion of the structure on the property that is proposed to be used for the reestablished non-conforming use was designed for such nonconforming use (i.e. two-family residence in single-family zoning district, or first floor of a two-family residence in a commercial zoning district that does not allow residential uses on the first floor); and~~
- f. ~~The use proposed to be reestablished is verified as a previous legal nonconforming use by a Zoning Certificate, past permits or other documentation either submitted by the applicant or on file with the Village. In all cases, the burden of establishing the legality of a nonconformity is on the applicant. A structure designed for a nonconforming use that was erected or altered for a use in violation of the provisions of the Zoning Ordinance or previous zoning ordinances (i.e. single-family residence illegally converted to multifamily) shall not be eligible for a reestablishment waiver, but must instead be de-converted and any subsequent use or occupancy of such land or structure shall comply with all regulations of the zoning district in which such land or structure is located.~~

~~The Zoning Administrator shall review a written request for a nonconforming use reestablishment waiver and shall render a decision in writing within thirty (30) days. Documentation sufficient to establish the above must be provided by an applicant. The Zoning Administrator shall have the ability to request additional information prior to rendering a decision on a waiver request, and the time period of time between such a request and the submittal by an applicant of the requested documentation shall not count towards the thirty (30) days. An applicant may appeal the Zoning Administrator's decision to the Plan Commission/Zoning Board of Appeals pursuant to Section 4.10.~~

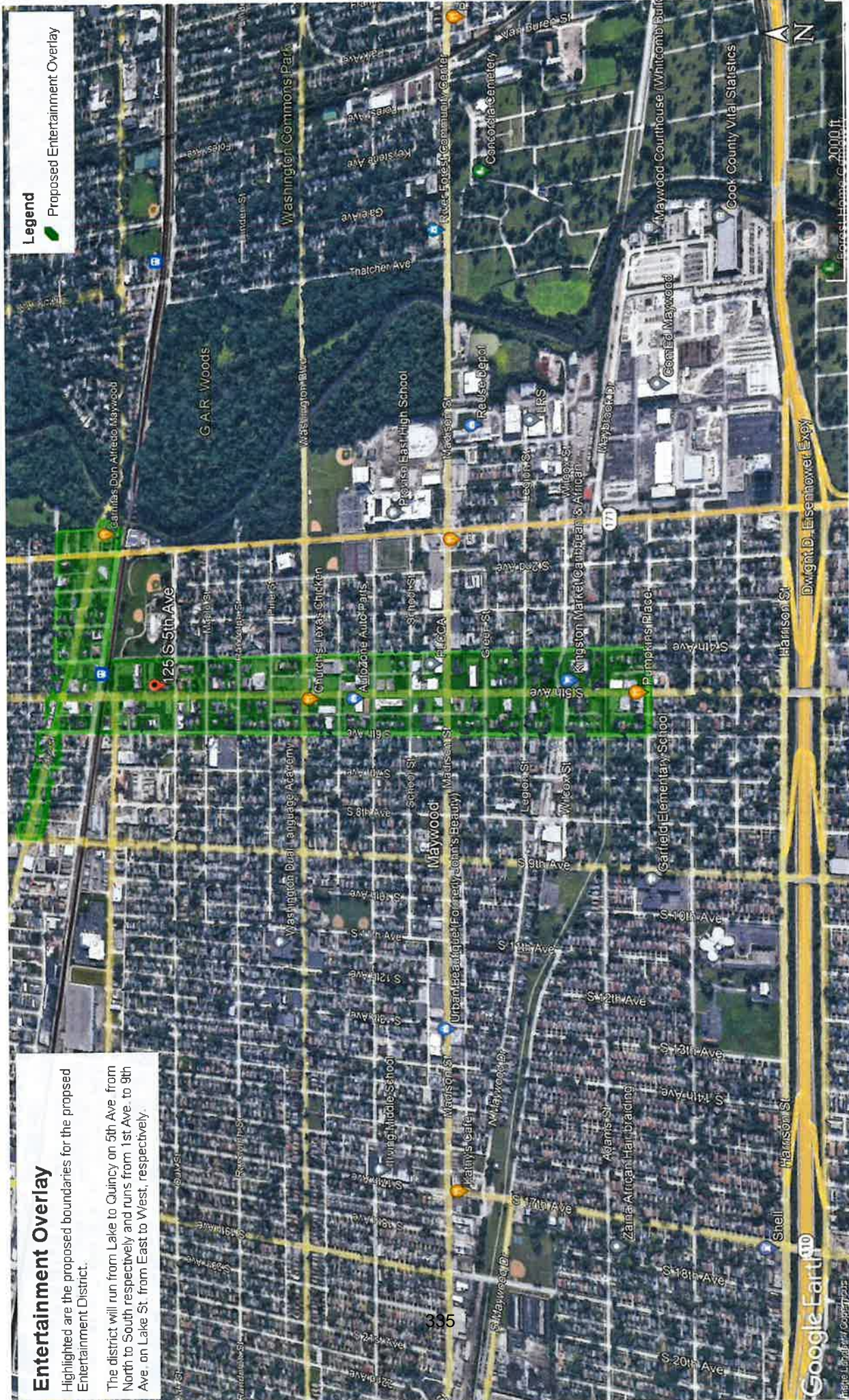
Entertainment Overlay

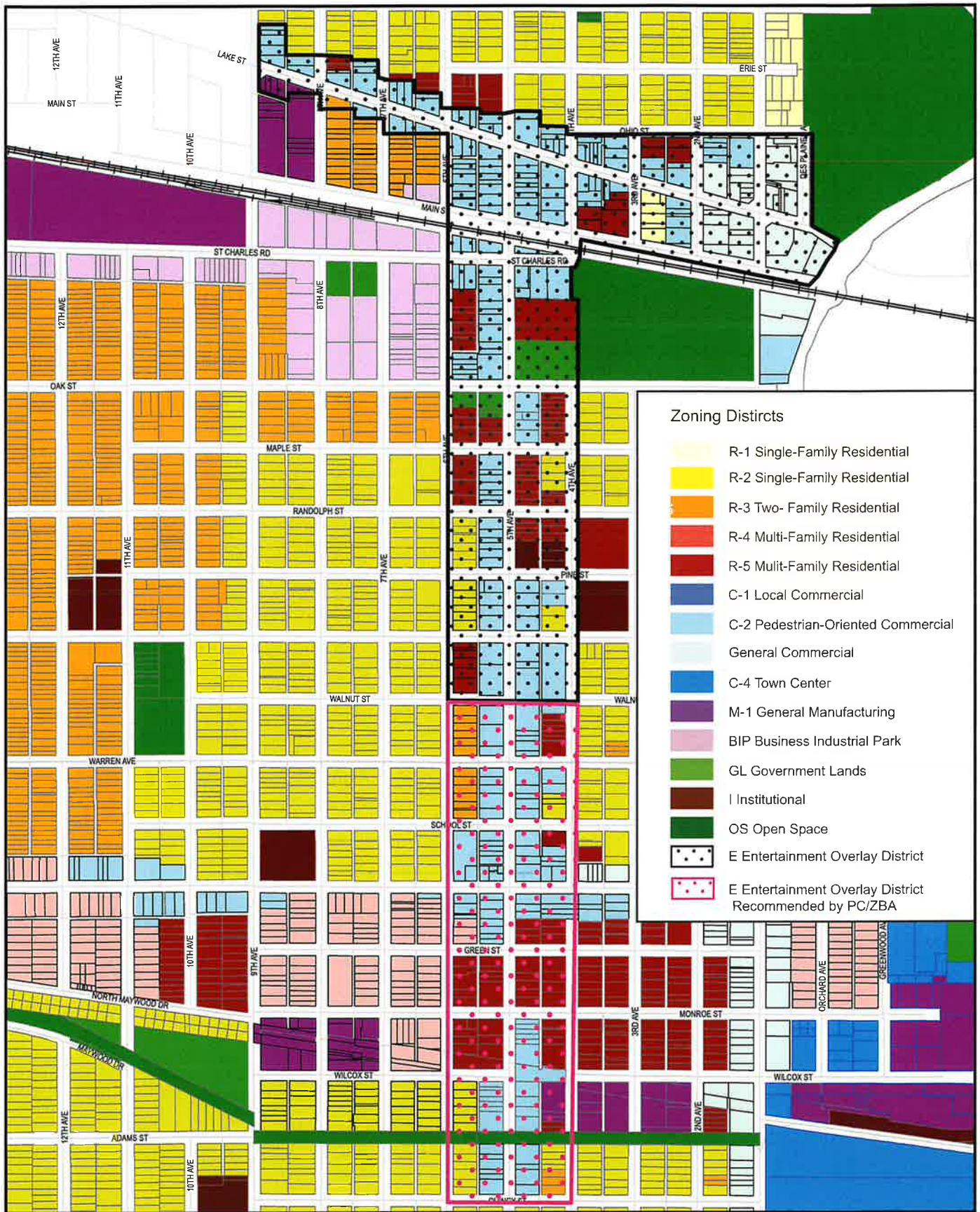
Highlighted are the proposed boundaries for the proposed Entertainment District.

The district will run from Lake to Quincy on 5th Ave. from North to South respectively and runs from 1st Ave. to 9th Ave. on Lake St. from East to West, respectively.

Legend

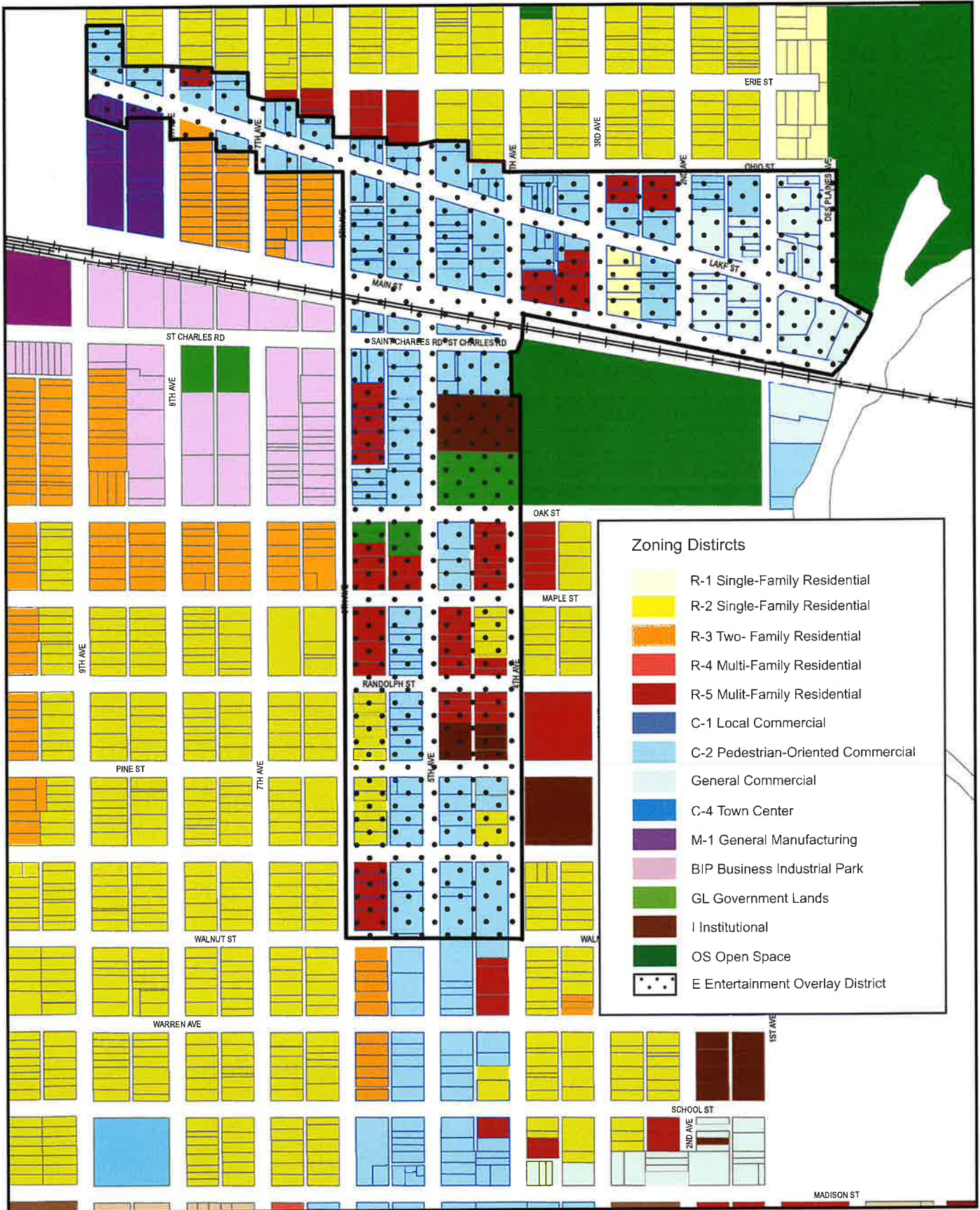
Proposed Entertainment Overlay





**Proposed E Overlay District
Recommended by PC/ZBA**





Proposed E Overlay District

Village of Maywood



MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: May 10, 2023
RE: Adoption of New Building Codes and Related Amendments to the Maywood Village Code

Per the direction of Acting Village Manager James Krischke, I have enclosed the following documents for your review, consideration and action at the May 16, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. A memo dated May 5, 2023 to the Village Manager from Building Official Walter Duncan recommending adoption of various Building Code updates and simplification of Village Code amendments related to same; and
2. Village staff draft of proposed Maywood Village Code amendments regarding updated Building Codes, showing redlined changes.

As noted in the attached memo, Village staff is recommending that the Village update its various adopted Building Codes from the 2003 International Code Series (ICC Codes), and the 1999 National Electric Code to the 2018 International Code Series of ICC Codes, and the 2017 National Electrical Code. Also attached is a draft prepared by staff of local amendments to the Building Codes proposed for adoption which would amend the existing local amendments presently included in various sections of the Maywood Village Code.

Note that, pursuant to 20 ILCS 3105/10.18, all municipalities with a population of less than 1,000,000 adopting a new building code or amending an existing building code must, at least 30 days before adopting the code or amendment, provide an identification of the code, by title and edition, or the amendment to the State's Capital Development Board. The Capital Development Board must identify the proposed code, by the title and edition, and note if any amendments were made to the public on the Capital Development Board website.

Should the Board of Trustees desire to move forward with the proposed adoption of the New Building Codes and related local amendments, the Capital Development Board will be notified, as required, and the proposed amendments will be placed into Ordinance format for adoption at a future meeting following the thirty (30) day statutory waiting period.

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.)
Walter Duncan, Director of Building & Code (w/ encls.)
Michael A. MARRS, KTJ (w/ encls.)



Village of

MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-4405

CODE ENFORCEMENT DEPARTMENT

MEMORANDUM

Date: May 05, 2023
To: Village Manager
From: Walter Duncan, Building Official:
Subject: Recommendation to Adopt Code Updates and Simplification of Amendments
Meeting: May 16, 2023

Introduction

The Village adopted the 2003 publication of the International Code Series (ICC Codes), and the 1999 National Electric Code 15+ years ago. Numerous changes and clarifications have been made to the codes since those years. Staff has provided a summary of the proposed changes and proposed code language for review and consideration.

Discussion

The summary of those changes are as follows: Update from the 1999 National Electric Code (NEC), and the 2003 International Code Council (ICC) Code Series to the more commonly adopted and widely used 2017 NEC, and 2018 ICC codes.

Although the basics of the ICC and NEC codes is the same, updates occurred in 2006, 2009, 2012, 2015, 2018, and 2021. The approach to this adoption was to be as streamlined and as efficient as possible while keeping a keen eye on the issues facing Maywood. One major advantage of adopting the newer codes is the alignment with state adopted codes that are based on the 2018 ICC code series. Because of this most contractors are accustomed to working in and with the 2018 ICC code standards. Therefore, staff believes it is the best compromise of moving the code forward by leaps

Date: May 05, 2023

Subject: Recommendation to adopt the 2018 ICC codes and 2017 NEC codes w/ amendments

and bounds with minimum impact on contractors and staff. During the process Maywood Code department staff members and consultants took the opportunity to address some items that have come to light since the previous code adoption. An emphasis was placed on simplification, and alignment with Chicago, and neighboring communities most of whom are also on or switching to the 2018 ICC code standards. This code adoption is comprehensive in nature and has been done in a way as to be adaptive and forward looking without compromising building safety, accessibility, energy conservation, or colloquial standards and necessities.

Proposed Code Language

In the attached document, specific text changes to the amendments are shown in red ~~strikethrough~~ (Removal) and *italics* (additions).

Recommendation

Staff recommends that the Commission direct staff to prepare an ordinance to adopt the recommended changes to the building codes and local amendments as proposed.

BUILDING CODE

§ 150.001 ~~2003~~2018 INTERNATIONAL BUILDING CODES.

The ~~2003-2018~~ International Building Code Series, as published by the International Code Council, shall be and is adopted by reference as the Building Code of the Village and, except as modified in this chapter, each and all of the regulations, provisions and conditions and terms of the ~~2003-2018~~ International Building Code Series are referred to, adopted and made a part hereof by reference as if fully set forth in this Code. The suite of 2018 International Code Council (ICC) codes being adopted include the Following:

International Building Code

International Residential Code

International Fire Code

National Fire Protection Agency Life Safety Code (NFPA 101)

National Fire Protection Agency National Electric Code 2017 edition (NEC 2017)

International Property Maintenance Code

International Fuel Gas Code

International Mechanical Code

International Swimming Pool and Spa Code

International Existing Building Code

Most Recent State Adopted Energy Code

Most Recent State Adopted Plumbing Code

Not less than 1 copy of the International Building Codes 2018 Edition, shall be kept on file in the office of the Building Director

~~& the Village Clerk's office, and the Maywood Public Library~~ for public inspection.

(1997 Code, § 23.01) (Ord. C0-08-95, passed 10-12-1995; Am. Ord. C0-03-28, passed 12-29-2003; Am. Ord. C0-09-27, passed 10-6-2009; Am. Ord. C0-2021-21, passed 8-17-2021)

§ 150.001~~52~~ AMENDMENTS AND CHANGES TO THE 201~~803~~ INTERNATIONAL BUILDING CODES.

The ~~2003-2018~~ International Building Codes adopted by reference pursuant to § 150.001 is amended as it applies within the Village as follows:

(A) To the extent that there is any conflict between the ~~2003-2018~~ International Building Codes and the provisions of Chapter 150 of the Maywood Village Code, the more restrictive provision shall govern and control;

(B) In § 101.1, insert "Village of Maywood";

(C) In § 101.2, "International Residential Code" ~~asis deleted adopted and shall be replaced with "the include the~~ locally published "detached garage specifications as published by the Village of Maywood, as amended from time to time";

(D) ~~In § 101.4.1, delete "ICC Electrical Code" and replace with "1999 edition of the National Electrical Code (NEC), as amended under Chapter 150 of the Maywood Village Code." At the end of the section, add "All references herein to the electrical code shall mean the 99-2017 National EC Electrical Code (2017 NEC), as amended";~~

(E) In § 101.4.4, delete "International Plumbing Code" and replace with "Illinois Plumbing Code, as adopted and amended under Chapter 150 of the Maywood Village Code." At the end of the section, add "All references to the Plumbing Code herein shall mean the Illinois Plumbing Code, as amended";

(F) Section 101.4.6. is amended to read as follows:

The provisions of the ~~2003-2018~~ International Fire Code as published by the International Code Council, and the NFPA 101, Life Safety Code, ~~2017 00~~ edition, as published by the National Fire Protection Association, as adopted and amended under Chapter 91 of the Maywood Village Code, shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling, or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy of operation. All references to the Fire Code shall mean the ~~2003-2018~~ International Fire Code, as amended, ~~and the Life Safety Code, 2000 edition, as amended;~~

(G) In § 103, change the title to "Section 103 - Building and Code Enforcement Department";

(H) In § 103.1, delete current language and replace with: "The Building and Code Enforcement Department shall be charged with the responsibility of enforcement of these provisions and the official in charge thereof shall be known as the building official";

(I) § 103.2 shall be entirely deleted;

(J) § 103.3 shall be entirely deleted;

~~(K) § 104.6 is amended to read as follows:~~

~~“In the discharge of their duties, the Building Director or authorized representative shall have the authority to enter at any reasonable hour any building, structure or premises in the jurisdiction to enforce the provisions of this Code; provided, however, no inspection of any premises, building or structure shall be made unless either (1) a person in control of premises, building, or structure voluntarily agrees to permit the inspection or (2) a search warrant or other appropriate authorization has been issued by a court which authorizes the inspection. If a person in control of a structure, building, or premises which is subject to this Code refuses to permit the building, structure, or premises to be inspected, the Building Director shall apply for the issuance of a search warrant which will authorize the inspection.”~~ S

(L) In § 105.2, the following shall be deleted from the list of "work exempt from permit" under the heading of "Building" - Exemption numbers 1,2, 3,4,6,8,12 and 13 ~~and 6~~;

(M) Section 105.5 is amended to read as follows:

“Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 90 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.”

(N) Section ~~112.1~~113 shall substitute the following:

“General. In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this Code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall consist of the Village Manager, who shall render judgment based upon presentations from both the Building Official and the Developer. The decision of the Village Manager shall constitute a final decision and any appeal of this decision shall be to the Circuit Court of Cook County and pursuant to the Illinois Administrative Review Law (735 ILCS 5/3-101 et seq.).”

(O) Section ~~112.3~~113.3 shall be deleted.

(M) Section 202 Definitions, add the following to BUILDING OFFICIAL (definition.). The Building Director assigned to the Building and Code Enforcement Department shall be considered the Building Official as defined in this paragraph.

(1997 Code, § 23.02) (C0-08-95, passed 10-12-1995; Am. Ord. C0-03-28, passed 12-29-2003; Am. Ord. C0-05-13, passed 4-18-2005; Am. Ord. C0-09-27, passed 10-6-2009; Am. Ord. C0-2021-21, passed 8-17-2021)

§ 150.0020 AMENDMENTS AND CHANGES TO THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).

A) R305 CEILING HEIGHT:

1) All Ceiling height minimums are reduced by 2” where the structure is provided with the following:

A) smoke detectors with hard wired connectivity, and building supplied power with a battery back up: compliant with R314.

B) 2.2. Two means of egress complying with Section R311 including no less than one egress pathway leading to a exit door, and one egressable window opening.

Section P2904 Section R311

(CA) R313.1 Automatic Fire Sprinkler Systems:

Add Exemption: One and Two Family Dwellings where 5 or less units are attached within a single structure intended to be operated as an R-3 single family home and the following provisions are adhered with.

1) All dwelling units have a minimum of 2 means of egress conforming to R311.

A) The second of which may include a sliding door with a net clear opening with of not less than 30" wide when opened

2) All stairs and supporting members are made of non-combustible materials, or where fully encased in a minimum of 5/8" type X drywall.

3) All Manufactured floor, ceiling, and wall truss assemblies are protected by a minimum of ½" drywall or equivalent.

4) All conditioned levels and spaces including un-occupiable basements and crawl spaces have smoke detectors hard wired connectivity and building supplied power with a battery back up and compliant with R314.

§ 150.003 FIRE LIMITS; CONSTRUCTION WITHIN.

(A) The fire limits of the Village are established as, and shall conform to, the locations and boundaries of ~~the Village, and all areas covered by the Maywood Fire Department. commercial use districts, service and light industrial districts and industrial use districts, as shown and described in zoning regulations. All property hereafter converted into such commercial, service and light industrial, and industrial use districts, and described as such by amendment to zoning regulations shall thereby become a part of the fire limit districts established by this chapter.~~

(B) No ~~wood or~~ combustible ~~frame or wooden~~ building or structure shall be erected within the fire limits, excepting as follows:

(1) ~~Fences not exceeding 7 feet in height; Existing structures built previously that are not changing use group, and consist of a level 1 or level 2 alteration as defined by the 2018 IEBC.~~

(2) ~~Builder's Temporary construction sheds, structures~~ not more than 1 story in height, for use only in connection with a duly authorized building operation and located on the same lot with such building operation, on a lot immediately adjoining, or ~~on an upper floor of the building under construction, as allowed with a temporary use permit and constructed to meet the IBC, and IFC.~~

(3) New Buildings and structures built under the adopted Village codes and provided with fully compliant NFPA 13 and NFPA 72 life safety systems as referenced in the IFC.

(4) New buildings and structures less than 2000 square feet in size and in conformance with the 2018 IBC and IFC when protected throughout with a NFPA 72 fire protection system.

4) IRC governed residential buildings and their associated accessory structures when separated throughout the building as required by the IBC, IRC, and local dwelling unit separation requirements.

(5) IBC governed accessory structures in conformance with the IBC without fire protection systems under 2000 square feet in size, and approved by the Code Official and Fire Chief or their designee.

(1997 Code, § 23.03) (Ord. C0-08-95, passed 10-12-1995)

§ 150.004 BUILDING PERMIT FEES.

(A) The fees to be charged for building permits may include the term "cost of construction" this value shall be determined by the current edition of RS means, with the code official having final authority on cost. The schedule of fees shall be as follows:

(1) For private garages and accessory buildings the fee shall be based upon square footage in accordance with the following schedule: or 21.5% of the cost of construction whichever is greater.

(a) ~~0-200899~~ square feet: - \$100;

(b) ~~2900~~ square feet and over: -\$200;

(2) For parking pads and patios: ~~-\$50;~~ \$100 or 2% whichever is greater

(3) For all buildings and other structures, except private garages and accessory buildings, the fee for the permit shall be as follows:

(a) Public buildings: A minimum fee of \$500 per building;

(b) Institutional buildings: ~~-\$500 per building;~~ A minimum fee of \$500

(c) Residential buildings: ~~-\$500 per building;~~ A minimum fee of \$500

(d) Commercial buildings: ~~-\$1,000 per building;~~ A minimum fee of \$500

(e) Storage buildings: ~~-\$1,000 per building;~~ A minimum fee of \$500

(f) Churches: ~~\$3,000 per building;~~ A minimum fee of \$500

(g) Schools: ~~\$3,000 per building;~~ A minimum fee of \$500

~~(4) Where a building is designed to be used for 2 or more purposes not included in one class, the volume of each class of occupancy and the appropriate rate for each shall be applied to determine the amount of the permit fee;~~

~~(5) In no case, except private garages and accessory buildings, shall any building permit for new construction be issued for less than \$155. A temporary permit may, however, be issued on payment of a fee of \$40 plus \$5 for each day in effect;~~

(6) Before any building permit shall be issued for the erection of a residential building, or alteration exceeding 50% of the value and requiring a certificate of occupancy, the owner or contractor shall first file with the Village Clerk a bond in favor of the Village in the sum of \$102,000 with sureties to be approved by the Board of Trustees to guarantee to the Village that such residence will not be occupied until it has been fully completed in accordance with the plans and specifications and an official certificate of final inspection and occupancy shall have been issued by the Village.

(B) The fee to be charged for permits for alterations and repairs in or to any building or other structure shall be based on the cost of such alterations and repairs and shall be paid at the rate ~~of \$25 for the first \$1,000 or part thereof and \$10 for each additional \$500 or part thereof;~~ 2% of the cost of construction with a minimum \$1550 provided that in accordance with § 150.016(C), no permit fee shall be required for ordinary repairs ~~costing less than \$1,000~~ which are incidental to the upkeep of the building and do not require a permit. A 50% reduction in permit fees charged under this division shall be given to permit applicants who are 65 years of age or older and who are able to provide proof that they are both an owner or co-owner and an occupant of the property where the work is to be performed and the property has no more than 4 residential units. Mixed use properties, properties with both residential and commercial use, are not eligible for this reduction. Two items for proof of residency shall be required, one of which must be a current State of Illinois issued drivers license or identification card and the other being reasonable documentation establishing residency as determined by the corporate authorities.

(C) The fee to be charged for permits to move, raise, lower, underpin, or wreck a building or structure, respectively, shall be as follows:

(1) For moving over, upon or in any public highway buildings or structures, one and one-half stories or less in height, ~~\$300;~~ minimum fee of \$500 1.5 or 2% of the associated cost whichever is greater.

(2) For moving over, upon or in any public highway buildings or structures of more than one and one-half stories but less than two and one-half stories in height, minimum of \$750 or 1.5 2% of the associated cost whichever is greater. \$400;

(3) For moving buildings or structures within the limits of any 1 block when the same does not pass over, upon or in any public highway, ~~\$200;~~ minimum \$50155 or 1.5 2% of the associated cost whichever is greater.

(4) For moving buildings or structures within the limit of any lot where the same does not pass over, upon or in any public highway, \$100; min \$155 or 2% of the associated cost whichever is greater.

(5) For raising, lowering or underpinning any building, \$150; \$1550 or - 2% of the associated cost whichever is greater.

(6) The fee to be charged for permits to wreck a building or structure shall be \$15 250 or 2% of the associated cost whichever is greater.

(7) The fee to be charged for permits to wreck a garage, accessory building or structure shall be \$100 or 2% of the associated cost whichever is greater.

~~\$100 per story or fraction thereof for every 20 feet of frontage or fractional part thereof. Where a building being demolished is located on a corner lot, the fee shall be determined based only upon the length of the longest wall facing the street.~~

(D) Additional permit and inspectional fees are as follows:

(1) For installation or repair of elevator or other conveyances, minimum \$250; or 2% of the associated cost whichever is greater.

(2) For bi-annual inspection of elevator or other conveyances, \$150 unit/year;

(3) (a) For installation of an automatic sprinkler system, \$175 minimum for first 150 sprinklers, plus \$25 per each 50 sprinklers, or fraction thereof thereafter; 2% of the associated cost.

(b) For the conduct by the Village of hydrant flow tests, the fee shall be \$200 per test;

(c) For the conduct by the Village of underground sprinkler piping flush tests, the fee shall be \$200 per test:

(4) For erection of nonilluminated signs, \$5035 plus \$0.25 per square foot of area;

(5) For erection of illuminated, and/or roof signs, \$1050 plus \$0.25 per square foot of sign area;

(6) For annual inspection of building required to be inspected, \$75;

(7) For permit for tank or tower on roof in excess of 400 gallon capacity, Minimum \$1050; or 2% of the associated cost.

~~(8) For permit for isolated chimneys or for chimneys extending over 50 feet above the roof of any building, Minimum \$1200; or 1.5% of the associated cost whichever is greater.~~

(9) For certificate of final inspection occupancy, \$725 plus \$0.50 per \$1,000 of the cost of work done in excess of \$5,000;

(10) For extension of a building permit 20% of original cost of permit;

(11) For permit for any street occupancy or obstruction, except street dumpsters as provided by § 150.028, ~~\$10040~~ per month for each 25 feet or fractional part thereof. In addition, a street or parkway opening charge of ~~\$3500~~ per opening shall be required by the contractor to cover restoration of the street;

(12) For permit to use parkways and alleys for limited periods, a fee of ~~\$520~~ per day. ~~In addition, a parkway opening charge of \$125 per opening shall be required to cover restoration of the parkway;~~

(13) For permit for canopy or fixed awning, ~~\$5040 or 2% of the associated cost~~ non-illuminated and ~~\$10055 or 2% of the associated cost~~; for illuminated awnings;

(14) (a) For a permit to install an underground tank the fee shall be charged in accordance with the following minimum fee schedule based on the size of the tank: ~~and or 2% of the associated cost.~~

1. 0-1,000 gallons ~~\$1525;225~~
2. 1,001-2,500 gallons ~~\$175;275~~
3. 2,501-5000 gallons ~~\$250;350~~
4. 5,001 gallons and over ~~\$350;450~~

(b) For a permit to remove an underground tank the fee charged shall be in accordance with the following minimum fee schedule based on the size of the tank: ~~or and 2% of the associated cost.~~

1. 1-1,000 gallons ~~\$75;175~~
2. 1,001-2,500 gallons ~~\$100;200~~
3. 2,501-5,000 gallons ~~\$150;250~~
4. 5,001 gallons and over ~~\$225;325~~

(15) For utility permits ~~and for setting or replacing poles for support of electric conductors, \$20 plus \$1 for each pole set or replaced~~ Right-Of-Way permits; 2% of the associated cost.

~~(16) For permits for the opening of any trench for underground electrical construction, \$30 plus \$0.10 for lineal foot of trench opened;~~

(17) The following fees shall be charged for the installation of plumbing, provided the minimum fee shall be ~~\$50 minimum fee plus the rates in 4100 the following schedule;~~ or 2% of the associated cost whichever is greater.

- (a) For each fixture installed \$20;
- (b) For miscellaneous piping supply and waste \$45;
- (c) For water connection:

1. For a 3/4 inch pipe connection \$100

~~connection \$50;~~

2. For a 1 inch pipe connection \$150

~~connection \$65;~~

3. Above 1 inch pipe connection \$120

~~connection \$120;~~

4. New water service connection tap fee \$1,000.00/ inch diameter of pipe size

5. New water meter and fittings are charged at cost plus 15%

(d) For sewer connection inspection \$3100; sewer impact fee of \$500/ inch diameter of pipe

(e) For water pipe and sewer line per linear foot \$0.25

(f) For installation of hot water heater \$50

(18) For inspection of sewer or water connection, \$6100;

(19) The fee for a permit for the erection or construction of a permanent swimming pool shall be \$1250 Minimum or -2% of the associated cost whichever is greater.

~~for each 1,000 cubic feet of content or fraction thereof to be contained within the proposed pool as determined by the plans and specifications submitted with the application for permit. The fee for a permit for the erection or construction of a temporary pool shall be \$520; or 2% of the associated cost whichever is greater.~~

(20) (a) For erecting a fence ~~which is 6 feet or less in height~~ on residential use property, \$35; \$50; or 2% of the associated cost whichever is greater.

~~(b) For erecting a fence which is 6 feet or less in height on other than residential use property, \$55; \$50; or 1.5% of the associated cost whichever is greater.~~

(c) For erecting a fence ~~which is more than 6 feet in height~~ on other than residential property, \$100; \$50; or 2% of the associated cost whichever is greater.

~~(d) For erecting a barbed wire or razor wire fence, \$125;~~

(21) For permits for the construction of residential, paved, concrete or blacktop driveways, \$25; \$50; or 1.5 2% of the associated cost whichever is greater.

(22) For permits for the construction of commercial driveways, \$1 per lineal foot of length measured at the curb to point of termination; \$100; or 2% of the associated cost whichever is greater.

(23) Fees for electrical installations shall be ~~in~~ a minimum of \$50 plus additional charges in accordance with the following schedule, provided that the minimum fee charged shall be according to the minimums below; or 2% of the associated cost whichever is greater.

\$15.

(a) New service:

- 100 amps service \$50
- 200 amps service \$75
- 400 amps service \$100
- 600 amps service \$200
- 800 amps service \$300
- 1,000 amps service \$350

(b) Circuits new and/or additional 15-20 amps shall comply to new service:

0-50 circuits \$5_-each

~~— 51 or more circuits — \$3.50 each~~

(c) Solar Panels \$7/ Panel plus 15\$ Miscellaneous charge per piece of equipment installed
~~Circuits new and/or additional exceeding 20 amps shall comply to new service:~~

~~— All circuits — \$10;~~

(24) For each air conditioner, ~~\$275 plus \$10 per each 10,000 Btu's or fraction thereof. The fee for installing the electrical circuit must also be paid; \$50; or 2% of the associated cost of construction whichever is greater.~~

~~(25) For permit for maintenance or use of a street dumpster, \$20 plus \$10 for each renewal;~~

(256) For each new furnace or boiler installation, \$750 plus \$1.50 per 10,000 Btu's or fraction thereof. In addition, the fee for installation of the electrical circuit must also be paid. \$50; or 2% of the associated cost whichever is greater.

(265) For permit for maintenance or use of a street dumpster, \$20 plus \$10 for each renewal;

(27) For permit to install an automatic fire alarm system, ~~minimum \$175200-\$50~~; or 2% of the associated cost whichever is greater.

(E) Plan Review Fees: All permits requiring review are charged a minimum of \$50, or the contracted price of review plus 15%

A) additional plan reviews are charged at a rate of 50% of the first review.

B) Trade specific reviews are billable based on prevailing wage rates for the specific trade being reviewed.

(1997 Code, § 23.04) (Ord. C0-08-95, passed 10-12-1995; Am. Ord. C0-00-23, passed 12-4-2000; Am. Ord. C0-00-39, passed 12-4-2000; Am. Ord. C0-04-36, passed 11-15-2004; Am. Ord. C0-05-13, passed 4-18-2005; Am. Ord. C0-07-42, passed 10-16-2007; Am. Ord. C0-08-11, passed 2-19-2008)

§ 150.005 MOVING BUILDINGS.

(A) (1) Buildings or structures moved in the Village upon, along or across any street or alley that are worth more than one-third, but less than three-fourths of the cost of duplicating such buildings or structures in their proposed new location with new construction and materials shall comply throughout with this chapter and the zoning regulations of the Village, both as to construction and use in the new location. The acceptance of a permit for moving of such building or structure shall impose the obligation to cause same to be made to comply with this chapter. Failure to cause same to be made to comply with this chapter shall constitute a violation of this Code.

(2) No building or structure worth less than one-third of the cost of duplicating same in its proposed new location with new construction and materials shall be moved from its present to another location.

(3) The costs and values referred to and made necessary to be determined in applying this section shall be furnished by the owner and shall be verified and approved by the Building Director, before a permit to move the building or structure involved shall be issued or will be recognized as valid.

(B) No person shall move any building which has been damaged to an extent greater than one-third of its value by fire, decay or otherwise, such value to be determined as prescribed in this section. No person shall move any building to a location at which the uses for which such building is designed are prohibited by the provisions of this Code or by other ordinances of the city, nor shall any person be permitted to move any building to a location which will cause the

destruction of or injury to any trees on public property in any residential section of the Village.

(1997 Code, § 23.05) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.006 PROCEDURE FOR VIOLATIONS.

(A) The procedure in all cases of unauthorized deviations from, or violations of, the provisions of this chapter found on inspections required by the preceding section shall be as follows: a verbal notice shall be immediately served by the inspector at the site, and on the persons doing or in charge of the work being done, or responsible for or capable of correcting, or of causing to be corrected the deviation observed. Such verbal notice shall be followed by a written notice on forms prepared for the purpose and designating the deviation observed. Should the work or condition continue, notwithstanding such verbal and written notice, then a copy of such notice shall be posted at the site in as safe and conspicuous a place as practicable, and where, if unmolested, the same must certainly come to the notice of any persons either employed on the work, or frequenting or occupying the building, structure or premises, and a duplicate of such written notice shall be mailed to the last known address of the owner, agent or person in control of the building or structure involved.

(B) If the verbal or written or posted notice or any of them are respected and steps are promptly taken to correct the deviation observed, and if such deviation is promptly corrected, on notice, to the satisfaction of the inspector in charge and consistent with the requirements of this chapter, the deviation observed shall not be deemed a willful violation of this chapter, nor be subject to any penalty therein provided.

(C) In the event a written notice of a deviation from the provisions of this chapter so observed has been posted and mailed, as aforesaid, and the work or condition continues in defiance thereof, or if the deviation is not promptly corrected in a manner consistent with the provisions of this chapter and the urgency of the case, then the deviation shall be considered a willful violation, and the inspector shall promptly stop the work, and if need be shall close the building or structure to the public. The facts pertaining to the case and the steps so far taken therein shall next and forthwith be reported in writing on forms prepared for the purpose to the Building Director, who shall forthwith proceed to enforce the provisions and penalties provided.

(D) The Building Director and other officers of the Village who may assist him in case of flagrant or defiant violations of this chapter are authorized to use the police power of the Village in such manner and to such extent as the character of the violation and the urgency, hazards, rights and interests of public health and safety may justify and demand for the case involved.

(1997 Code, § 23.06) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

~~§ 150.007 STOPPAGE OF WORK; CANCELLATION OF PERMIT.~~

~~—(A) The Building Director is directed to stop work on any building, structure or portion thereof that is being done in a reckless, unsafe or insanitary manner, or with the use of defective or improper materials, and on any building, structure or portion thereof proposed for unlawful purposes as regards location, intended use or occupancy, and any work that in any other respect is being done contrary to the provisions of this chapter or to the requirements of any other ordinances of the Village.~~

~~—(B) This right and duty shall exist and be performed irrespective of any permit that may or may not have been either required or issued for the work involved.~~

~~—(C) The suspension of work shall be for such time as may be necessary to secure a correction of the particular violations and features complained of or until a satisfactory agreement and arrangement, approved of by the Building Director, is reached that such correction will be made, and if a court trial is had, then the work shall be suspended and held in abeyance until the court renders its decision.~~

~~—(D) Any person having charge of, directing, or in any way engaged in work that violates this chapter, who shall refuse or fail to promptly desist from such work on written notice from the Building Director, or who having desisted on either verbal or written or posted notice shall resume the work before the violation which occasioned the order is corrected or agreed to be corrected satisfactorily to the Building Director and consistent with the purposes of this chapter, or who before having been authorized by the Building Director, resumes work stopped by the Building Director, shall be deemed guilty of violating this chapter and permits for work being done in violation of this chapter may be canceled or revoked on order of the Building Director.~~

(1997 Code, § 23.07) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.008 CONFLICTS BETWEEN PROVISIONS.

When a general provision or requirement of this chapter or the zoning regulations of the Village conflicts with a specific provision thereof relating to the construction, equipment, maintenance, use or location of any building, structure, or any portion thereof in this chapter or the zoning regulations, the specific provision or requirement shall govern.

(1997 Code, § 23.08) (Ord. CO-08-95, passed 10-12-1995)

~~§ 150.009 DECISIONS OF DIRECTOR OF COMMUNITY DEVELOPMENT FINAL.~~

~~—Whenever the decision of the Building Director upon the safety of any building or any part thereof is made in a case which is so urgent that failure properly to carry out their orders to demolish or strengthen such building or part thereof may in their judgment endanger life and limb, the decision and order of the Building Director shall be absolute and final.~~

~~(1997 Code, § 23.09) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)~~

§ 150.010 ENFORCEMENT.

The duty of enforcing this chapter shall primarily devolve upon the Building Director and their assistants. The Chief of Police, the Chief of the Fire Department, the Corporation Counsel and the Health Commissioner are authorized and directed to aid in enforcing this chapter. The Chief of Police and the Corporation Counsel, insofar as may be necessary and practicable, shall each act in conjunction with and through the Building Director and their assistants. Nothing in this section shall be construed as disqualifying or exempting any other department head or officer of the Village from the duty of aiding in the enforcement of any provisions of this chapter.

~~(1997 Code, § 23.10) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)~~

§ 150.011 PERMITS.

(A) Required. Before proceeding with the erection, enlargement, alteration, repair or removal of any building or structure in the Village, a permit for such erection, enlargement, alteration, repair or removal shall first be obtained by the owner or their agent from the Building Director, and it shall be unlawful to proceed with the erection, enlargement, alteration, repair or removal of any building or of any structural part thereof within the Village unless such permit shall first have been obtained from the Building Director.

(B) Time limit extension fee. If after a permit has been granted, the operations called for by the permit shall not be begun within 90 days after the date thereof, or if such operations are not completed within 1 year from the date thereof, such permit shall be void, and no operations thereunder shall be begun or completed until an extended permit shall be taken out by the owner or their agent. A fee of 20% of the original cost of permit shall be charged for such extended permit.

(C) Ordinary repairs.

~~*(1) A permit is not required for the exempted items listed in section 105.2 ordinary repair work incidental to the upkeep of a building or structure; provided there is not contemplated or involved any change in the classification or any increase in the fire hazard thereof; nor the removal or installing of any external wall; nor the removal of any supporting wall, column, post, truss, girder or beam; nor installing, closing or changing any stair, stair hall, fire escape, scuttle, skylight, door, window or other means of communication, ingress, egress, ventilation or for the admission of sunlight; nor changing the number, location or connections of the fixtures, traps, vents, waste, soil or drain pipes of the plumbing system; nor changing the number, location or connections of the fixtures of the lighting system; nor changing to a*~~

~~different system of lighting or ventilating; nor recovering of roofs or the renewing of the exterior woodwork of any frame building, structure or portion thereof.~~

(2) Before such repairs shall be made notification thereof by the contractor shall be filed with the Building Director if the cost of such work exceeds \$1,000.

(D) Application; issuance of permit. Applications for a building permit shall be made by the owner or their agent to the Building Director. When such application is made, plans in conformity with the provisions of this chapter, the Village's Fire Prevention Code and all other applicable provisions of this Code or any other ordinance, rule or regulation of the Village shall be filed with the Building Director. Unless the application pertains to a building used exclusively for residential purposes which contains not more than 2 dwelling units, the Building Director shall refer the plans for review to the Bureau of Fire Prevention. The Bureau of Fire Prevention shall review the plans for the purpose of determining whether the plans are in conformity with the Village's Fire Prevention Code. The Bureau of Fire Prevention shall thereafter notify the Building Director whether the plans are or are not in conformity with the Village's Fire Prevention Code. If the plans are determined to be in conformity with the Village's Fire Prevention Code, or if review of the plans by the Bureau of Fire Prevention is not required under the provisions of this section, the Building and Code Enforcement Department shall review the plans to determine whether they are in conformity with all other applicable codes, ordinances, rules and regulations. If the plans are in conformity with the Village's Building Code, Fire Prevention Code, if applicable, and all other applicable codes, ordinances, rules and regulations, then the Building Director shall issue a building permit and shall apply to such plans a final official stamp, stating that the drawings to which the stamp has been applied comply with the terms of this chapter, the Village's Fire Prevention Code, if applicable, and to all other applicable codes, ordinances, rules and regulations. The plans so stamped shall then be returned to the applicant, along with a copy of the building permit. True copies of so much of the plans as may be required in the opinion of the Building Director and the Village's Fire Prevention Officer to illustrate the features of construction and equipment of the building referred to shall be filed with the Building Director and shall remain on file in their office for a period of 6 months after the occupation of the building or structure for which the permit was issued. After the 6 month period expires, the drawings shall be returned to the person who provided the drawings to the Building Director upon request. It shall not be obligatory upon the Building Director to retain such drawings in their custody for more than 6 months after the occupation of the building or structure for which the permit was issued.

(1997 Code, § 23.11) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-00-23, passed 12-4-2000; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.012 PLANS.

(A) Required. The Building Director shall not issue any building permit unless the plans submitted for their approval clearly show that such building or structure with all its appurtenances, foundations and attachments can be erected entirely within the limits of the lot or tract of land upon which it is proposed to erect such building or structure except as provided by this chapter or other ordinances of the Village, and no permit shall authorize the

use of any part of any public highway or other public ground for the construction or maintenance of such building or structure except as provided by this chapter or other ordinances of the Village.

(B) *Plans on job site.* In all cases, the approved plan, together with building permits, must be kept on the job while the work is in progress.

(C) *Contents.* All such plans and drawings shall be drawn to a scale of not less than one-eighth of an inch to the foot, on paper or cloth, in ink, or by some process that will not fade or obliterate, to be accompanied by electronic document of the same in PDF or other approved file type. A Plat of Survey is required showing all distances and dimensions ~~shall be~~ accurately figured, and drawings made explicitly and complete, showing the lot lines and the location of the exterior lines of the building in relation thereto, and the entire ventilating, sewerage and drain pipes and the location of all plumbing fixtures within such building. Each set of plans presented shall be approved by the ~~Director of~~

~~Community Development Code Official or designee~~ before a permit will be granted. No permit shall be granted or plans approved unless such plans are made and signed by such persons as are permitted under the laws of the state to make plans for buildings, as provided in 225 ILCS 305/1 et seq.

(D) *Driveways.*

(1) No building permit shall be granted for a single-family residence or a two-family residence unless the plans submitted clearly show that a strip of land not less than 10 feet in width has been provided for driveway purposes on the lot on which such building is to be constructed. Said 10 feet may include that portion of the lot designated as a "sideyard" under the terms of the zoning ordinance. Any deviation in construction from the plans submitted for such building which results in the reduction in size of such strip shall be unlawful and shall operate to annul the permit which has been issued for such work.

(2) The foregoing driveway requirement shall not apply to a lot having an alley to the rear thereof, to a corner lot, or to any lot lying between 2 lots on which buildings have been constructed if such lot is exempt from the minimum area requirements of the zoning ordinance by reason of being of record at the time of the passage of the zoning ordinance.

(E) *Architect or engineer to certify plans.* It shall be unlawful for any architect or structural engineer or other person permitted under the laws of the state to make drawings and plans, to prepare or submit to the Building Director for their approval, any final drawings or plans for any building or structure which does not comply with the requirements contained in this chapter. It shall be the duty of the Building Director to require that all drawings and plans submitted to them for approval for any building or structure be accompanied by a certificate of such architect or structural engineer preparing such drawings and plans, and that such drawings and plans must have the architect's or structural engineer's licensed seal stamped on drawings submitted as provided by 225 ILCS 305/1 et seq.

(F) *Alterations and deviations from plans.* It shall be unlawful to erase, alter or modify any lines, figures or coloring contained upon such drawings so stamped by the Building Director

or filed with them for reference. If during the progress of the execution of such work it is desired to deviate in any manner affecting the construction or other essentials of the building from the terms of the application or drawing, notice of such intention to alter or deviate shall be given to the Building Director, and their written assent shall first be obtained before such alteration or deviation may be made. Alterations in buildings which do not ~~involve any change in their structural parts or of their stairways, elevators, fire escapes or other means of communication or ingress or egress or in lighting or ventilation~~ require a permit, and that are not in violation of any of the provisions of this chapter, ~~and/or~~ the requirements of the zoning ordinance, may be made without the permission of the Building Director.

(1997 Code, § 23.12) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.013 TEMPORARY PERMITS.

For the purpose of facilitating the commencement of lawful building operations, the Building Director may authorize such operations to commence and proceed for such limited time, not exceeding 20 days as the Building Director may deem sufficient to allow the owner, their architect or agent to complete the filing of detailed plans and other data required for the issuance of the final permit. Temporary permits will be revocable at the will of the Building Director. In case new buildings or structures are to be erected, the work shall not be carried above the level of the grade line, nor above the level of the first tier of girders, beams, floor joists or first floor proper. The applicant for a temporary permit shall furnish the Building Director to determine that the work to be commenced and proposed subsequently to be done is of a lawful nature and shall file with the Building Director the frontage consents required by this chapter or other laws of the Village for the proposed work or purpose.

(1997 Code, § 23.13) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.014 WATER AND STREET REGULATIONS.

Before the Building Director issues a permit, they shall require evidence from the applicant that payment has been made to the Water Department of the Village for the water to be used or for a water meter for measuring all the water to be used in the construction of such building under the provisions of this Code relative to water regulations. Such applicant shall produce evidence that they have complied with all the requirements of this Code and of the Village ordinance as to use of the streets and alleys of the Village by reason of any proposed obstruction or occupation thereof in and about such building operations.

(1997 Code, § 23.14) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.015 DEMOLITION OF STRUCTURES.

(A) ~~Before proceeding with the wrecking or tearing down of any building or other structure more than 1 story in height or of any structure of greater area than 2,800 square feet,~~ a permit for such wrecking or tearing down shall first be obtained by the owner or their agent from the Building Director, and it shall be unlawful to proceed with the wrecking or tearing down of any such building or structure or any structural part of such building or structure unless each permit shall first have been obtained. Application for such permit shall be made by such owner or their agent to the Building Director, who shall issue such permit upon such application and the payment of the fees provided for in § 150.004. Upon the issuance of such permit, such building may be wrecked or torn down, provided that all the work done thereunder shall be subject to the supervision of the Building Director and to such reasonable restrictions as they may impose in regard to elements of safety and health, and provided further that the work shall be kept sprinkled and sufficient scaffolding be provided to insure safety to human life.

(B) Before any permit is issued granting authority to wreck or demolish a building or structure for which such permit is required, the person engaged in the work of wrecking or demolishing same shall file with the Director of Finance a bond which has a principal amount of not less than \$50,000 with sureties to be approved by the Village Manager to indemnify, keep and save harmless the Village against any loss, cost, damage, expense, judgment or liability of any kind which the Village may incur, or which may accrue against, be charged to or be recovered from the Village, or any of its officials, from or by reason or on account of injuries or damage to persons or property during any such wrecking or demolition operations from or by reason or on account of failure to comply with divisions (C) or (D) hereof, or by reason or on account of anything done under or by virtue of any permit granted for any such wrecking or demolition operations. Such bond in each case shall extend over the period of and cover all such wrecking or demolition operations.

(C) Any deposit of mud on any street, sidewalk or alley as a result of wrecking or demolition operations shall be completely removed on the day that the mud is deposited. The obligations of this division (C) rest jointly and separately on any owner performing wrecking or demolition operations or on whose behalf wrecking or demolition operations are performed, and upon any contractor performing wrecking or demolition operations.

(D) Within 30 days following completion of the wrecking or demolition of any building or structure:

(1) All debris from the demolished structure or building must be removed from the parcel of land on which the building or structure was located and the parcel must be seeded or sodded; and

(2) Existing pavements and surfaces within the public right-of-way which were damaged or otherwise disturbed as a result of wrecking or demolition operations shall be restored to their original condition. The obligations of this division (D) rest jointly and separately upon any owner performing wrecking or demolition operations or on whose behalf wrecking or demolition operations are performed and upon any contractor performing wrecking or demolition operations.

(E) Any person violating the terms and conditions of this section shall be subject to a penalty of not to exceed \$500, with each and every day that the violation is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this section, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this section shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

(1997 Code, § 23.15) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.016 REVOCATION OF PERMITS; REISSUANCE.

If the work in, upon or about any building or structure shall be conducted in violation of any of the provisions of this Code, it shall be the duty of the Building Director to revoke the permit for the building or wrecking operations in connection with which such violation shall have taken place. It shall be unlawful, after the revocation of such permit, to proceed with such building or wrecking operations unless such permit shall first have been reinstated or reissued by the Building Director. Before a permit so revoked may be lawfully reissued, the entire building and building site shall first be put into condition corresponding with the requirements of this chapter and other ordinances of the Village, and any work or material applied to the same in violation of this chapter and other ordinances of the Village shall be first removed from such building and for such permit as reissued the fee required for a new permit shall be paid.

(1997 Code, § 23.16) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.017 BUILDINGS CONTRARY TO PLANS.

(A) Permit voided. It shall be unlawful for any owner, agent or architect or for any contractor or builder engaged in erecting, altering or repairing any building to make any departure from the plans as approved by the Building Director of such nature that such departure involves any violation of the requirements of this chapter as to buildings of the class in which such building is, or to make any changes in plans or construction affecting means of egress, ventilation, natural lighting or sanitary conditions without first obtaining the written consent of the Building Director to such changes. Any such departure or any such change without the consent of the Building Director being obtained, as required herein, shall operate to annul the permit which has been issued.

(B) Stop work orders. In case any work is done under a permit authorizing the erection, alteration or repair of a building or structure, which work is contrary to the approved plans, the Building Director and their assistants shall have power to at once stop such work and to order all persons engaged therein to stop and desist therefrom. Such work shall not be

resumed until satisfactory assurance has been given the Building Director that it will be done according to the approved plans or until the Building Director has consented, in writing, to the changes made in such approved plans, in either of which cases a new permit must be issued before the work proceeds, for which permit the usual fee shall be paid by the contractor doing such work.

(C) Lack of permit. No contractor or builder shall begin any work on any building or structure for which a permit is required until such permit shall have been secured. In case any work is begun on the erection, alteration, repair or removal of any building or structure without a permit, the Building Director and their assistants shall have power to at once stop such work and to order any and all persons engaged therein to stop and desist therefrom until the proper permit is secured.

(D) Penalty fee for work without permit. Any contractor or builder beginning any work on any building or structure for which a permit is required without first obtaining a permit for such work shall be subject to a penalty fee of 2 times the amount of the permit for such work as set forth in § 150.004.

(1997 Code, § 23.17) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.018 COMPLIANCE WITH ZONING REGULATIONS.

Application for a building permit shall be accompanied by application for certificates of occupancy and compliance and by plans as required by the zoning regulations. Compliance with the zoning regulations shall be deemed a prerequisite for a building permit.

(1997 Code, § 23.18) (Ord. CO-08-95, passed 10-12-1995)

§ 150.019 STREET OCCUPANCY.

(A) Permit. It shall be unlawful for any person to deposit or store on the roadway, parkway or sidewalk space of any street or in alleys building materials or any fuels or other supplies for any building or structure in course of erection, repair or alteration, unless a street occupancy permit from the Building Director is obtained prior to the act.

(B) Application and issuance of permit. An application for a street occupancy permit shall be made to the Building Director and shall describe the location to be occupied, the use to be made and the length of time of such intended occupation. Should the Building Director approve of such application, they shall issue a street occupancy permit to the applicant, provided the applicant has complied with all the provisions of this chapter as to bonds, fees and all other prerequisites in connection with such permit.

(C) Bond. Before the Building Director shall issue a street occupancy permit, the applicant for such permit shall file with the Director of Finance on a form to be furnished by the Village a bond in the penal sum of \$15,000, with surety to be approved by the Village Manager and

conditioned to indemnify, save and keep harmless the Village from any and all loss, costs, expense or liability which the Village may suffer or be put to, or, which may be recovered from it by reason of the issuance of such permit, or by reason of any act or thing done, or neglected to be done under or by virtue of the authority given in such permit. An annual bond may be given to cover street occupancy permits.

(D) Permit fee and deposit. The fee and deposit for a street occupancy permit shall be as set forth in § 150.004. Upon the removal of such obstruction, so much of the deposit as shall be necessary to so restore the street shall be retained by the Village and the remainder shall be returned to the depositor. The Village may maintain an action against the person to recover the damage done to any street or sidewalk.

(E) Limitations on occupancy of streets. The permission to occupy space of any street or in alleys for the purposes of building is intended only for imperative use in connection with the actual erection, repair, alteration, wrecking or removal of buildings and shall terminate with the completion of such operation. It shall also be unlawful to occupy any such named space under authority of the street occupancy permit for the storage of articles not intended for immediate use in connection with the operation for which such permit has been issued. Failure to immediately remove building or other material from such occupied space on notice so to do from the Building Director or Chief of Police shall subject the owner or contractor so notified to the penalty provided for violation of this chapter.

(F) Space limitations.

(1) The occupation of a street or alley for the storage of building material including temporary sidewalks shall not extend out beyond the curb line more than one-third of the way across the street pavement.

(2) It shall not be lawful to occupy with building material any space of any street or alleys other than immediately in front of the lot or land upon which the building is being erected; provided, that if the written consent of the owners, tenants or occupants of properties adjoining the site of any proposed building is first obtained and filed with the Building Director, the occupation of the roadway and sidewalk may be extended in front of the property so consenting, upon the same terms and conditions as those herein fixed for the occupation of the streets in front of the building site.

(3) During the progress of building operations, a sidewalk not less than 4 feet in width, or an equal width of a clean, hard, paved roadway, available and made safe for footway, shall at all times be kept open, clean and unobstructed for the purpose and use of a passageway in front of such lot of lots.

(4) It is not intended to prohibit the maintenance of a driveway for the delivery of material across such sidewalk from the curb line to the building site, but such driveway shall be under the supervision of the Building Director.

(G) Lights on excavations and obstructions.

(1) Sufficient lighting shall be displayed and maintained during the whole of every night at each excavation, pile of material, fence or any other obstruction on any public highway to

so cast their rays that each excavation, pile of material, fence or other obstruction shall be in full view of the public.

(2) No person shall without cause remove, extinguish or disturb a light so placed.

(1997 Code, § 23.19) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021) Penalty, see § 150.999

§ 150.020 BARRICADES OR FENCES FOR EXCAVATIONS.

(A) Any site excavations greater than 2 feet in depth for structures to be built shall at all times be guarded by a substantial railing or barricade not less than 4 feet high at lot line.

(B) All unattended street excavations and openings greater than 2 feet in depth shall be provided with metal plates or barricades with approved signage to mark the presence of the excavation.

(1997 Code, § 23.20) (Ord. CO-08-95, passed 10-12-1995)

§ 150.021 MATERIALS PLACEMENT.

Materials, fences or sheds shall not be placed within 6 feet of the rail of any railway, render inaccessible any valve, chamber, manhole, or catch basin. All gutters shall be kept free and clear at all times.

(1997 Code, § 23.21) (Ord. CO-08-95, passed 10-12-1995)

§ 150.022 RESTORATION OF STREETS AND SIDEWALKS.

Whenever any street, alley or sidewalk is damaged by the erection or alteration of any building abutting thereon by reason of the construction thereof, the same shall be restored by, or at the expense of, the owner of the building involved or their contractor to a condition as good and serviceable as prior to the beginning of the work.

(1997 Code, § 23.22) (Ord. CO-08-95, passed 10-12-1995)

§ 150.023 DWELLING UNIT SEPARATIONS.

Except in residential buildings protected throughout by an automatic supervised sprinkler system designed in accordance with NFPA 13, where 3 or more dwelling units are located in a building, each dwelling unit shall be separated from adjacent dwelling units and other occupancies by masonry or concrete fire separation assemblies constructed in accordance with Section 708 of the ~~2003~~ 2018 International Building Code as published by the International Code Council and Section R-317 of the ~~2003~~ 2018 International Residential

Code as published by the International Code Council. The fire separation assemblies shall develop a minimum 2-hour fire resistance rating. Where the fire separation assemblies are offset, the portion of the structure supporting the fire separation assembly shall also be required to develop a 2-hour fire resistance rating.

(1997 Code, § 23.23) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-05-13, passed 4-18-2005)

§ 150.024 BARBED/RAZOR WIRE FENCES.

(A) *General.* No owner, lessee or agent of any real estate in the Village shall erect, maintain or permit to be erected or maintained on or about the exterior building line of such real estate or upon any portion of the sidewalk adjacent to such real estate any railing, fence, guard or protection of any kind of barbed and razor wire or spiked or nail or other dangerous instrument unless granted a permit to do so in accordance with divisions (B) through (E) of this section. The Director of Public Works Code Official may immediately remove or cause to be removed at the owner's expense any wire, barbs, razors, or sharp objects which is not permitted under this section.

(B) *Authority.* The owner of any property desiring to erect or maintain a fence upon such property which would otherwise be prohibited by division (A) of this section shall file an application for authority to do so with the Building Director, which application shall be accompanied by an accurate plat or sketch of the premises and a list of the names and addresses of the persons owning or occupying the properties adjacent and contiguous to or across from the subject property. The plat or sketch must indicate the details and location of the proposed fence construction. In their discretion, the Building Director may require the applicant to submit a recent date survey of the property prepared by an Illinois registered land surveyor. A notice of the application shall be sent by U.S. mail to persons occupying or owning properties adjoining, contiguous to or across from subject property advising them that they have 7 days within which to file written objections to the approval of the requested permit. Such notice shall also be hand delivered to residences in the immediate area.

(C) *Standards.* In the case of properties located in zoning use districts "B-1," "B-2," "B-3," "B-4," "M-1" and "M-2," the Building Director is authorized to issue or deny the requested permit upon their determination that the fence if erected will comply with the following standards:

- (1) A particular hardship will result to the owner as distinguished from a mere inconvenience if the barbed wire fence is not permitted;
- (2) The fence will not be detrimental or injurious to other properties or improvements in the neighborhood or to the use and enjoyment thereof;
- (3) The proposed fence will not diminish or impair property values;
- (4) The fence will be well constructed so as not to be subject to early deterioration;
- (5) The fence will not constitute a nuisance.

(D) Hearing. In the case of properties located in zoning use districts "R-1" through and including "R-6," the Building Director is authorized to issue or deny the requested permit upon their determination that the fence if erected will comply with the above standards, but only after holding a hearing on the issue. Ten days notice of said hearing shall be sent by the applicant at the applicant's expense by U.S. mail to persons owning or occupying properties adjoining, contiguous to, or across from subject property advising them of the application and of their right to testify at said hearing. Such notice shall also be hand delivered by the applicant to residences in the immediate area.

(E) Review by Board. Upon issuance or denial of such permit, the Building Director shall file a report of their determination with the Board of Trustees. Any person aggrieved by the decision of the Building Director shall have the right to appear before the Board of Trustees within 30 days after said decision to seek review, reversal, or amendment of the Building Director's decision.

(F) Exceptions. This section does not apply to fences erected between any land or premises and the right-of-way of any railway company in the Village.

(G) Construction supports. Every fence shall be so constructed that its supporting posts or structure is located on the interior side thereof.

(H) Permit. Before any fence is erected a permit therefore shall be first obtained from the Building Director. The permit fee shall be as set forth in § 150.004.

(1997 Code, § 23.24) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.025 FENCES.

Fence requirements are governed by the Village's Zoning Code. Before any fence is erected a permit therefor shall be first obtained from the Building Director. The permit fee shall be as set forth in § 150.004.

*(1997 Code, § 23.25) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2010-006, passed 4-15-2010; Am. Ord. CO-2021-21, passed 8-17-2021)
Penalty, see § 10.99*

§ 150.026 AIR CONDITIONING.

(A) Permits. No person shall install any air conditioning system within the Village without having procured a permit therefore from the Building Director. This provision shall not apply to window type or individual apartment type air conditioning units. AIR CONDITIONING SYSTEM is defined as any system using refrigeration to maintain air temperature of 60 degrees Fahrenheit or -over in an ~~air conditioned~~ air-conditioned space. The permit fee shall be as set forth in § 150.004.

(B) Residential Districts.

(1) In residential districts, the applicant shall be required to furnish plans and specifications indicating the location of any air conditioning system or unit.

(2) Air conditioning units shall be permitted only in rear yards, but not closer to the lot lines than the side yard regulation permitted in the zoned district, except that if a rear yard abuts a public alley, a unit may be installed within the 10 feet of the rear lot line provided that the exhaust faces in the direction of the main building. It is further provided that such units shall be installed at ground level, except that they may be permitted in the basement of the structure or at floor level.

(3) All exhaust from electrically operated units must face toward the rear lot line. Gas operated units must be exhausted upwards and away from buildings.

(4) All units shall be maintained in proper functional order and shall be set on rubber shock mounts. Air conditioning units may be installed in an attached or detached garage upon the conditions set forth in this section.

(C) Operation. All air conditioning installations shall be operated in accordance with the laws of the state and this Code.

(1997 Code, § 23.26) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.027 BOARDING WINDOWS AND DOORS.

(A) No person or entity, owning, renting or in possession of or control of any building in the Village shall permit the windows or doors in the building to be covered with boards, planks of wood, wire mesh or commercial-quality, 14-gauge, rust-proof steel security panels and doors (e.g., VPS Security Closures) (hereinafter "steel security panels"), except as hereinafter specifically provided. The use of plywood is prohibited, except as allowed in § 150.032(D)(2) below.

(B) No person or entity owning, renting or in possession of or control of any building in the Village shall be permitted to cover exterior windows or doors with iron grates or bars, except as hereinafter specifically provided.

(C) Use of boards, planks of wood, wire mesh or steel security panels to cover broken windows and unsecured doors is required and shall be permitted in occupied buildings when such windows and doors have been broken or damaged but such boarding up is only permitted for a reasonable time not to exceed a period of 60 days to allow for repairs. In vacant buildings, use of boards, planks of wood, wire mesh or steel security panels to cover broken windows and unsecured doors is required and shall be permitted for a period not to exceed 6 months to allow for repair, remodeling or new occupancy, unless an extension of time is granted, for good cause shown, by the Community Development Director. Boards, planks of wood, wire mesh or steel security panels covering windows and unsecured doors, whether used on occupied or vacant buildings, shall be the same as or a similar color to the

exterior wall of the building they are attached to, shall have an exterior finish that allows for easy graffiti removal and shall be secured from the interior of the building to prevent unauthorized removal, as approved by the Code Enforcement Officer. In occupied or vacant buildings, wire mesh is the preferred option for use on broken or damaged windows and doors where window and door frames are already in place. The time periods listed above in this section shall commence on the date listed in a Village-issued notice of repair or citation that has been sent via certified mail, messenger delivery service or personally delivered to the property owner or property manager.

(D) Iron gratings and bars shall be permitted in the rear portion of commercial buildings on the exterior of recessed front doors and on the interior of commercial buildings, provided such iron gratings over doors and windows are designed to be opened by quick release mechanisms and in no way constitute a hazard to the health, safety or welfare of the residents of Maywood. Existing metal grates on the extensor of doors or windows shall be removed.

(E) Violations of this section are declared to be a public nuisance and may be abated or enjoined by action of the Village.

(F) If, after 10 days subsequent to the giving of the notice as provided in § 150.029 the owner or owners fail to enclose the unsafe or uncompleted building, the Village may board up such building at the owner's expense.

(1997 Code, § 23.28) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-18, passed 3-17-2009; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2012-08, passed 2-21-2012)

§ 150.028 STREET DUMPSTERS.

(A) (1) No person shall maintain or use a street dumpster within the Village without having procured a permit therefor from the Building Director.

(2) STREET DUMPSTER is hereby defined as any garbage or other waste receptacle for temporary use on the street or public way in conjunction with building renovation or building clean-up.

(3) The permit fee shall be as set forth in § 150.004.

(B) Prohibition. All street dumpsters are prohibited on recognized state, county and local main thoroughfares. Local main thoroughfares shall include the following:

- (1) Washington;*
- (2) Chicago Avenue;*
- (3) 5th Avenue;*
- (4) 9th Avenue;*
- (5) 17th Avenue south of Madison Street; and*

(6) 19th Avenue north of Madison Street.

(C) Application for permits. Applications for permits for street dumpsters shall be made to the Building Director and shall contain the name, address and telephone number of the applicant, the name, address and telephone number of the licensed waste hauler, and the location of the premises where the street dumpster is or is to be located.

(D) Requirements. No final permit shall be issued for the maintenance or use of a street dumpster unless:

(1) The Building Director is satisfied that the street dumpster has sufficient reflective taping and barricades (in front and rear) to warn residents of the street obstruction;

(2) The street dumpster must clearly display the name, address and telephone number of the owner; and

(3) The waste hauler must be licensed by the Village in accordance with Chapter 110 of the Village Code.

(E) Issuance of final permit. The Building Director shall cause an inspection to be made and if the maintenance of the street dumpster complies with the requirements of division (D) of this section, the Building Director shall issue a final permit for the maintenance and use of the street dumpster. However, before any permit shall be issued for the maintenance or use of a street dumpster, the applicant or street dumpster owner shall first file with the Village Clerk a bond in favor of the Village in the sum of \$2,000 with sureties to be approved by the Board of Trustees.

(F) Revocation of permits. Any permit issued under this section may be revoked summarily upon conviction for violation of the provisions of this section or upon failure of the holder of such permit to discontinue maintaining or using the street dumpster upon orders of the Building Director to do so.

(G) Time limitation. No person or entity shall maintain a street dumpster within the Village beyond 7 days without first procuring a renewed permit from the Building Director.

(H) Operation. All street dumpsters shall be maintained and used in accordance with the laws of the state and this Code.

(I) Servicing dumpsters. Dumpsters shall be serviced before the dumpster overflows. The waste hauler shall remove all debris and refuse from around the street dumpster upon removal of the dumpster from the street.

(1997 Code, § 23.50) (Ord. CO-08-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.029 UNSAFE STRUCTURES.

Dangerous and unsafe buildings or uncompleted and abandoned buildings within the Village are declared a public nuisance. The corporate authorities of the Village may demolish,

repair, or enclose or cause the demolition, repair, or enclosure of dangerous and unsafe buildings or uncompleted and abandoned buildings within the Village and may remove or cause the removal of garbage, debris, and other hazardous, noxious, or unhealthy substances or materials from those buildings, in accordance with the provisions set forth in Article 11, Division 31 of the Illinois Municipal Code (65 ILCS 5/11-31 et seq.), as amended. If the nuisance is of such an emergency nature or threat to the welfare, safety and comfort of the community that it must be abated immediately, the Village Manager is hereby authorized, in conformance with § 92.22(D), to take whatever steps are necessary to effect the abatement of same regardless of the requirements herein.

(Ord. CO-02-2, passed 1-22-2002; Ord. CO-04-05, passed 3-1-2004; Am. Ord. CO-2016-15, passed 7-26-2016)

§ 150.030 RESERVED.

§ 150.031 REGISTRATION OF FORECLOSING MORTGAGED PROPERTY AND VACANT PROPERTY.

(A) Purpose and intent. It is the purpose and intent of the Board of Trustees to establish a process to address the deterioration, crime, and decline in value of Village neighborhoods caused by property with foreclosing or foreclosed mortgages located within the Village, and to identify, regulate, limit and reduce the number of these properties located within the Village. It has been determined that owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contributes to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Board of Trustees' further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in foreclosure or foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education or counseling of property owners.

(B) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

DEFAULT. Shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

ENFORCEMENT OFFICER. Any Law Enforcement Officer, Building Director or other Building Official, Zoning Inspector, Code Enforcement Officer, Fire Inspector, Building Inspector, or other person authorized by the Village to enforce the applicable code(s).

EVIDENCE OF VACANCY. Any condition that, on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of trash, junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, fivers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

FORECLOSURE or FORECLOSURE ACTION. The legal process by which a mortgagee, or other lien holder, terminates or attempts to terminate a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. The legal process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

MORTGAGEE. The creditor, including but not limited to: trustees; mortgage servicing companies; lenders in a mortgage agreement: any agent, servant or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the real property, excluding governmental entities as the assignee or owner.

OWNER. Every person, entity or mortgagee, who, alone or severally with others, has legal or equitable title to any real property as defined by this chapter; has legal care, charge or control of any such property: is in possession or control of any such property; and/or is vested with possession or control of any such property. The property manager shall not be considered the owner.

PROPERTY MANAGER. Any party designated by the owner as responsible for inspecting, maintaining and securing the property as required in this chapter.

REAL PROPERTY. Any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Village limits.

REGISTRABLE PROPERTY. Shall mean:

(a) Any real property located in the Village, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing foreclosure action by the mortgagee or trustee, has been the subject of a foreclosure action by a mortgagee or trustee and a judgment has been entered, or has been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the foreclosure action has been dismissed; or

(b) Any property that is vacant for more than 30 days or any cancellation of utility or service, whichever occurs first.

REGISTRY. A web-based electronic database of searchable real property records, used by the Village to allow mortgagees and owners the opportunity to register properties and pay applicable fees as required in this chapter.

SEMI-ANNUAL REGISTRATION. Six months from the date of the first action that requires registration, as determined by the Village, or its designee, and every subsequent 6 months. The date of the initial registration may be different than the date of the first action that required registration.

UTILITIES AND SERVICES. Any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Village codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance and snow removal.

VACANT. Any parcel of land in the Village that contains any building or structure that is not lawfully occupied.

(C) Applicability and jurisdiction. This chapter applies to foreclosing, foreclosed and vacant property within the Village.

(D) Establishment of a registry. Pursuant to the provisions of this section, the Village, or its designee, shall establish a registry cataloging each registrable property within the Village, containing the information required by this section.

(E) Inspection and registration of real property under foreclosure.

(1) Any mortgagee who holds a mortgage on real property located within the Village shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a foreclosure action.

(2) Property inspected pursuant to division (E)(1) above that remains in foreclosure shall be inspected every 30 days by the mortgagee or mortgagee's designee. If an inspection shows a change in the property's occupancy status, the mortgagee shall, within 10 days of that inspection, update the occupancy status of the property registration.

(3) Within 10 days of the date any mortgagee files a foreclosure action, the mortgagee shall register the real property with the Village registry, and, at the time of registration, indicate whether the property is vacant, and if so shall designate in writing a property manager to inspect, maintain and secure the real property subject to the mortgage under a foreclosure action when legally possible. A separate registration is required for each property under a foreclosure action, regardless of whether it is occupied or vacant.

(4) Initial registration pursuant to this section shall contain at a minimum the name of the mortgagee, the mailing address of the mortgagee, email address, telephone number and name of the property manager, and said person's address, email address and telephone number.

(5) At the time of initial registration, each registrant shall pay a non-refundable semi-annual registration fee of \$325 for each property. Subsequent non-refundable semi-annual renewal registrations of properties and fees in the amount of \$325 are due within 10 days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement; (2) code enforcement and mitigation related to defaulted properties; (3) post-closing counseling and foreclosure intervention limited to owner-occupied persons in default, which may not include cash and mortgage modification assistance; and (4) for any related purposes as may be adopted in the policy set forth in this section. Said fees shall be deposited to a special account in the Village's Finance Department dedicated to the cost of implementation and enforcement of this section, and fulfilling the purpose and intent of this section. None of the funds provided for in this section shall be utilized for the legal defense of foreclosure actions.

(6) Each individual property on the registry that has been registered for 6 months or more prior to the effective date shall have 30 days to renew the registration and pay the non-refundable \$325 semi-annual registration fee. Properties registered less than 6 months prior to the effective date shall renew the registration every 6 months from the expiration of the original registration renewal date and shall pay the non-refundable \$325 semi-annual registration fee.

(7) If the mortgage and/or servicing on a registrable property is sold or transferred, the new mortgagee is subject to all the terms of this section. Within 10 days of the transfer, the new mortgagee shall register the property or update the existing registration. The previous mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines and penalties accrued during that mortgagee's involvement with the registrable property.

(8) If the mortgagee sells or transfers the registrable property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this section. Within 10 days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines and penalties, regardless of who the mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines and penalties accrued during that mortgagee's involvement with the foreclosed property.

(9) If the foreclosing or foreclosed property is not registered, or the registration fee is not paid within 30 days of when the registration or renewal is required pursuant to this section, a late fee equivalent to 10% of the semi-annual registration fee shall be charged for every 30-day period, or portion thereof, the property is not registered and shall be due and payable with the registration.

(10) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee as well as any properties transferred to the mortgagee under a deed in lieu of foreclosure or by any other legal means.

(11) Properties subject to this section shall remain subject to the semi-annual registration requirement, and the inspection, security and maintenance standards of this section, as long as the property remains registrable property.

(12) Failure of the mortgagee and/or property owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this section is a violation of this section and shall be subject to enforcement by any of the enforcement means available to the Village.

(13) If any property is in violation of this section, the Village may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

(14) Registration of foreclosure property does not alleviate the mortgagee and/or owner from obtaining all required licenses, permits and inspections required by applicable code or state statutes. Acquisition of required licenses, permits and inspections or registration of rental property does not alleviate the requirement for the property to be registered under this section. Mortgagee and/or owner is expected to update the status of the property in the event of a mortgagee managed rental.

(F) Inspection and registration of real property that is not subject to mortgage in foreclosure.

(1) Any owner of vacant property located within the Village shall, within 10 days after the property becomes vacant, register the real property with the Village registry.

(2) Initial registration pursuant to this section shall contain at a minimum the name of the owner, the mailing address of the owner, email address and telephone number of the owner, and, if applicable, the name and telephone number of the property manager and said person's address, email address and telephone number.

(3) At the time of initial registration, each registrant shall pay a non-refundable semi-annual registration fee of \$325 for each vacant property. Subsequent non-refundable semi-annual renewal registrations of vacant properties and fees in the amount of \$325 are due within 10 days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement; (2) code enforcement and mitigation related to vacant properties; and (3) for any related purposes as may be adopted in the policy set forth in this section. Said fees shall be deposited to a special account in the Village's Department dedicated to the cost of implementation and enforcement of this section, and fulfilling the purpose and intent of this section.

(4) Each individual property on the registry that has been registered for 6 months or more prior to the effective date shall have 30 days to renew the registration and pay the non-refundable \$325 semi-annual registration fee. Properties registered less than 6 months prior to the effective date shall renew the registration every 6 months from the expiration of the original registration renewal date and shall pay the \$32.

(5) If the property is sold or transferred, the new owner is subject to all the terms of this section. Within 10 days of the transfer, the new owner shall register the vacant property. The

previous owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines and penalties accrued during that owner's involvement with the vacant property.

(6) If the vacant property is not registered, or either the registration fee or the semi-annual registration fee is not paid within 30 days of when the registration or semi-annual registration is required pursuant to this section, a late fee, equivalent to 10% of the semi-annual registration fee, shall be charged for every 30 day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent owners of the vacant property.

(7) Properties subject to this section shall remain subject to the semi-annual registration requirement, and the inspection, security and maintenance standards of this section as long as the property is vacant.

(8) Failure of the owner to properly register or to modify the registration to reflect a change of circumstances as required by this section is a violation of this section and shall be subject to enforcement by any of the enforcement means available to the Village.

(9) If any property is in violation of this section, the Village may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property to bring it into compliance.

(10) Properties registered as a result of this section are not required to be registered again pursuant to the foreclosure mortgage property section.

(G) Maintenance requirements.

(1) Properties subject to this section shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.

(2) Registrable property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(3) Front, side and rear yards, including landscaping, of registrable property shall be maintained in accordance with the applicable code(s) at the time registration is required.

(4) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.

(5) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape, and removal of all trimmings.

(6) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).

(7) Failure of the mortgagee, owner and transferees to properly maintain the property as required by this section may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the Village. Pursuant to a finding and determination by the Village's administrative hearing officer or a court of competent jurisdiction, the Village may take the necessary action to ensure compliance with this section.

(8) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the Village.

(H) Security requirements.

(1) Properties subject to these sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(2) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.

(3) If a property is registrable, and the property has become vacant or blighted, a property manager shall be designated by the mortgagee and/or owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the property manager must perform regular inspections to verify compliance with the requirements of this section, and any other applicable laws.

(4) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the Village.

(5) When a property subject to this section becomes vacant, it shall be posted with the name and 24 hour contact telephone number of the property manager. The property manager shall be available to be contacted by the Village Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than 18 inches by 24 inches and shall be of a font that is legible from a distance of 45 feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY

AND IS INSPECTED ON A REGULAR BASIS. THE PROPERTY MANAGER CAN BE CONTACTED

BY TELEPHONE AT

OR BY EMAIL AT

(6) The posting required in division (H)(5) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or, if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

(7) Failure of the mortgagee and/or property owner of record to properly inspect and secure a property subject to this section, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the Village. The Village may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

(I) Provisions supplemental. The provisions of this section are cumulative with and in addition to other available remedies. Nothing contained in this section shall prohibit the Village from collecting on fees, fines and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

(J) Public nuisance. All registrable property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which, pursuant to the police power, is hereby declared to be necessary for the health, welfare and safety of the residents of the Village.

(K) Additional authority.

(1) If the Enforcement Officer has reason to believe that a property subject to the provisions of this section is posing a serious threat to the public health, safety and welfare, the Code Enforcement Officer may temporarily secure the property at the expense of the mortgagee or owner, and may bring the violations before the Village's administrative hearing officer or a court of competent jurisdiction as soon as possible to address the conditions of the property. Nothing herein shall limit the Village from abating any nuisance or unsafe condition by any other legal means available to it.

(2) The Village's administrative hearing officer or a court of competent jurisdiction shall have the authority to require the mortgagee or owner affected by this section to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.

(3) If there is a finding that the condition of the property is posing a serious threat to the public health, safety and welfare, then the Village's administrative hearing officer or a court of competent jurisdiction may direct the Village to abate the violations and charge the mortgagee or owner with the cost of the abatement.

(4) If the mortgagee or owner does not reimburse the Village for the cost of temporarily securing the property, or of any abatement directed by the Village's administrative hearing

officer or a court of competent jurisdiction, within 30 days of the Village sending the mortgagee or owner the invoice, then the Village may lien the property with such cost, along with an administrative fee as determined in the Village's fee ordinance, to recover the administrative personnel services. In addition to filing a lien, the Village may pursue financial penalties against the mortgagee or owner.

(5) The Village may contract with an entity to implement this section, and, if so, any reference to the Enforcement Officer herein shall include the entity the Village contracts with for that purpose.

(L) Opposing, obstructing Enforcement Officer; penalty. Whoever opposes, obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this section shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

(M) Immunity of Enforcement Officer. Any Enforcement Officer or any person authorized by the Village to enforce the sections herein shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon real property while in the discharge of duties imposed by this section.

(N) Penalties. Unless otherwise provided for in this section, a violation of this section is declared unlawful, and the violator shall be fined no less than \$100 and no more than \$750 for each offense. Each act of violation and each day upon which a violation occurs constitutes a separate offense.

(Ord. CO-09-18, passed 3-17-2009; Am. Ord. CO-2012-08, passed, 2-21-2012; Am. Ord. CO-2012-30, passed 8-21-2012; Am. Ord. CO-2012-41, passed 11-5-2012; Am. Ord. CO-2021-21, passed 8-17-2021; Am. Ord. CO-2021-33, passed 12-14-2021)

§ 150.032 MINIMUM REQUIREMENTS FOR VACANT BUILDINGS.

For purposes of this section, the terms VACANT and OWNER shall be defined as provided in § 150.031(E). In addition to any other applicable code requirements, each vacant building must be kept in compliance with the following requirements as for as long as the building remains vacant.

(A) Lot maintenance standards. The lot the building stands on, and the surrounding public way, shall be maintained as follows:

(1) All grass and weeds on the premises, including abutting sidewalks, gutters and alleys, shall be kept below 6 inches in height, and all dead or broken trees, tree limbs or shrubbery shall be cut and removed from the premises;

(2) The interior walkway leading to the main entry door, and any public sidewalk adjoining the lot, shall be shoveled clear of snow;

(3) Junk, rubbish, waste and any material that creates a health, safety or fire hazard, including but not limited to, any mail or flyers that have been delivered to the building, shall not be permitted to accumulate on any portion of the exterior lot of the building;

(4) No portion of the lot, nor any structure, vehicle, receptacle or object thereon, shall be maintained or operated in any manner that causes or produces any health or safety hazard or permits the premises to become a rodent harborage or is conducive to rodent harborage;

(5) The lot shall be maintained so that water does not accumulate or stand on the ground; and

(6) All fences and gates shall be maintained in sound condition and in good repair.

(7) The owner shall not permit unauthorized persons and/or their vehicles to park on the lot. Persons who authorized to park, and vehicles that are authorized to be parked by such persons, are limited to those persons and vehicles on the list submitted by the owner to the Village pursuant to § 150.031(A)(4).

(B) Exterior maintenance standards. The exterior of the building shall be enclosed, secured and maintained as follows:

(1) Foundations, basements, cellars and crawlspaces shall be maintained in sound and watertight condition, adequate to support the building, and protected against the entry of rodents or other animals;

(2) Exterior walls shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or the interior spaces and shall be protected against the entry of rodents or other animals;

(3) Exterior windows, doors and openings shall be equipped with hardware for locking and the locking mechanism shall be maintained in properly functioning condition. Any window or opening which is broken, cracked or missing glass or glazing shall be replaced and maintained in good repair or the building opening shall otherwise be adequately secured pursuant to § 150.027;

(4) The roof shall be adequately supported, and shall be maintained in weather tight condition; the gutters, downspouts, scuppers and appropriate flashing shall be in good repair and adequate to remove the water from the building or structure;

(5) Chimneys and flues shall be kept in sound, functional, weather tight condition and in good repair;

(6) Every outside stair or step shall be maintained in sound condition and in good repair; every porch, stoop, deck, veranda, balcony and walk shall be maintained in sound condition for its purpose; and

(7) All exit areas shall have continuous exterior lighting from dusk to dawn; normal intensity of lighting shall be not less than 5 foot-candles per square foot on the floor surfaces, within an 8-foot radius around the exit. This requirement may be met by the use of battery-

powered or solar-powered lighting if such lighting meets the performance standards set by this division.

(C) Interior maintenance standards. The interior of any building shall be maintained as follows:

(1) It is prohibited to accumulate or permit the accumulation of junk, trash and debris, boxes, lumber, scrap metal, junk vehicles or any other materials in such a manner that may produce any health, fire or safety hazard, or provide harborage for rodents or other animals on the premises; materials stored by the owner or permitted to be stored by the owner shall be stacked safely, and away from stairs or hallways, and any other places of ingress and egress;

(2) Every foundation, roof, floor, wall, stair, ceiling and any other structural support shall be safe and capable of supporting the loads that normal use may cause to be placed thereon, and shall be kept in sound condition and in good repair; floors and stairs shall be free of holes, grooves and cracks that could be potentially hazardous;

(3) Any plumbing fixtures shall be maintained with no leaking pipes; and all pipes for water shall be either completely drained or heated to resist being frozen;

(4) Every exit door shall be secured with an internal deadbolt lock, or with a locking mechanism deemed equivalent or better by the Building and Code Enforcement Department, and every exit door shall be capable of being opened from the inside easily and without the use of a key or special knowledge;

(5) Interior stairs shall have treads and risers that have uniform dimensions, are sound, securely fastened and have no rotting, loose or deteriorating supports;

(6) Every owner shall be responsible for the extermination of insects, rodents and other vermin in or about the premises; and

(7) Every owner shall maintain in good repair all asbestos-containing materials on the premises; all asbestos-containing materials shall remain free from defects such as holes, cracks, tears and/or looseness that may allow the release of asbestos fibers into the air.

(D) Building security standards. The following standards apply to the securing of vacant buildings:

(1) All building openings shall be closed and secured, using secure doors, glazed windows or boards, planks of wood, wire mesh, or steel security panels, as provided for in § 150.027(C) or filled with like-kind material as the surrounding wall, as applicable, to prevent entry by unauthorized persons. The use of boards or planks of wood shall be installed in a weathertight manner and finished with varnish, or paint of a similar color as the exterior wall, and cut to the inside dimension of the exterior of the opening, and otherwise secured in the manner prescribed by rules and regulations issued by the Building and Code Enforcement Department;

(2) Openings less than 1 square foot in area may be boarded with plywood, provided that the boarding is made weather tight and finished with varnish, or paint of a similar color as

the exterior wall, and cut to the inside dimension of the exterior of the opening, and otherwise secured in the manner prescribed by rules and regulations issued by the Building and Code Enforcement Department;

(3) At least 1 building entrance shall be accessible from the exterior and secured with a door that is locked to allow access only to authorized persons; a minimum of 2 exit doors shall be available to exit from the interior of the building, with at least 1 exit door available per 150 linear feet of horizontal travel at ground-floor level;

(4) If a building has been vacant for 6 months or longer, or upon any renewal of the registration statement required in § 150.031, the property owner must implement and provide proof satisfactory to the Building and Code Enforcement Department that the building, in addition to complying with the security standards set forth elsewhere in this section (D), contains all of the security features set forth in either division (D)(4)(a) or (b) below:

(a) Provided all access points to the building are secured and closed, maintain a working burglar alarm system and have an active account with a third party burglar alarm company; the burglar alarm system shall connect to all areas of the building subject to unauthorized human entry, including, but not limited to, all exterior doors, windows or other readily accessible openings. The burglar alarm system shall, upon detecting unauthorized entry, send an automatic signal to a burglar alarm company that has 24 hour live operators who will monitor the system and telephone the property owner or designated agent of the unauthorized entry, and who will also telephone the Police Department to inform it of the unauthorized entry, if there is no adequate response from the property owner or designated agent; or

(b) Seal off every opening larger than 1 square foot in area that is located on the exterior face of the building with boards, planks of wood, wire mesh or steel security panels and doors that are the same or a similar color to the exterior walls:

1. Boards, planks of wood, wire mesh or security panels and doors shall have an exterior finish that allows for easy graffiti removal; and

2. Security panels and doors shall be secured from the interior of the building to prevent unauthorized removal.

(E) Rules and regulations. The Building and Code Enforcement Department may issue rules and regulations for the administration of this section.

(F) Fines and penalties. Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than \$500 and not more than \$1,000 for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this chapter shall be recoverable from the owner and shall be a lien on the property. Any building in which violations under this chapter remain uncorrected for a period of over 10 days may be declared a public nuisance and shall be subject to abatement proceedings pursuant to § 92.22 and to liens in the amount of any abatement pursuant to § 92.23.

(G) Duty of owner where vacant building becomes violated, after the owner has provided proof that such building is secure. It shall be a violation of this section for a vacant building to become violated ("violated" means security devices and measures have been breached, damaged or removed in a manner that allows for unauthorized entry into the building or exposure of the interior of a building to the elements), after the owner has provided proof to the Building and Code Enforcement Department that such building has been secured in accordance with the regulations of this section. With respect to a vacant building represented by the owner as secure, if the Building and Code Enforcement Department determines, based on an inspection report prepared by the Building and Code Enforcement Department that such building is violated, the Building and Code Enforcement Department shall send by certified mail a written notice of violation to the person responsible for day-to-day supervision and management of the building or to the authorized agent for service of process as identified on the sign required by § 150.031(B), or if there is no such sign, then sent by certified mail to the owner of record. The fine for violation of this division shall be not less than \$500 and not more than \$1,000.

(Ord. CO-09-18, passed 3-17-2009; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2012-08, passed 2-21-2012; Am. Ord. CO-2012-41, passed 11-5-2012; Am. Ord. CO-2016-15, passed 7-26-2016; Am. Ord. CO-2021-21, passed 8-17-2021) Penalty, see § 150.999

§ 150.033 MORTGAGEE TO INSPECT REAL ESTATE.

(A) For purposes of this section the terms DEFAULT, MORTGAGE, MORTGAGEE, MORTGAGOR and VACANT shall be defined as provided in § 150.031(E).

(B) Beginning 45 days after a default, a mortgagee shall determine, on a monthly basis, if the building on the real estate subject to its mortgage is vacant. Such determination may be made by communication with the mortgagor, a visual inspection of the real estate, or other means reasonably calculated to determine if the building is vacant.

(C) This section shall not require a mortgagee to perform any action which it is barred from doing by an automatic stay pursuant to a bankruptcy proceeding.

(D) To the extent permitted by law, a mortgagee's acts or omissions required by this section shall not subject the mortgagee to civil or criminal liability unless the act or omission constitutes gross negligence or willful, wanton, or intentional misconduct.

(E) Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than \$500 and not more than \$1,000 for each offense. Every day that a violation continues shall constitute a separate and distinct offense. The affirmative defenses provided in §§ 150.031 and 150.032 shall also apply to this section.

(Ord. CO-2012-08, passed 2-21-2012)

§ 150.034 IMPROPERLY MAINTAINED BUILDINGS SUBJECT TO NUISANCE ABATEMENT PROCEEDINGS.

(A) Nuisances declared. In addition to nuisances set forth elsewhere in the Village Code, the following buildings and structures are hereby declared to be public nuisances subject to abatement proceedings under this section:

(1) A building or structure found to be vacant and open after the effective date of an order to secure and enclose issued by a court of competent jurisdiction or the Department of Administrative Hearings within the previous 12 months, unless stayed by a court of competent jurisdiction;

(2) A building or structure that contains any violation of a health, fire, electrical, plumbing, building or zoning provision of this Code which is dangerous and hazardous;

(3) A building or structure for which the costs of the repairs necessary to bring the building or structure into compliance with applicable laws would exceed the market value of the building or structure after the repairs would have been made, or when the owner cannot show that it has readily available and sufficient assets to make such repairs or where such repairs otherwise are economically infeasible;

(4) A building or structure where a defendant has failed to comply with any order issued by a court of competent jurisdiction or a hearing officer of the Department of Administrative hearings, including, but not limited to, compliance with any requirement in § 150.031, by the end of the 60-day period following the date the order was issued or by such later date that is specified in the order, unless the order has been stayed by a court of competent jurisdiction; or

(B) Abatement procedure.

(1) Whenever an inspection by the Community Development Department reveals that a building or structure is a public nuisance as described in this section, the Director of Community Development, with the concurrence of the corporation counsel, may initiate an administrative adjudication abatement proceeding in accordance with Chapter 39 of the Village Code by serving a notice of violation or notice of hearing on all owners of record, beneficial owners of any Illinois land trust having title to the property, and all lien holders of record in the property, in person or, if the entity being served is a corporation, partnership, limited liability company or Illinois land trust, either in person or by certified mail, return receipt requested as set forth in § 39.07. As used in this section, LIEN HOLDERS OF RECORD includes persons owning certificates of purchase under the Property Tax Code (35 ILCS 200/1-1 et seq.). The notice shall:

(a) Be in writing;

(b) Include a description of the building or structure sufficient for identification;

(c) State that the building or structure has been declared a public nuisance and that an abatement proceeding has been initiated pursuant to this section;

(d) State that a hearing will be held before the administrative adjudication hearings officer of the village (Village Hearing Officer) and further setting forth the date, time and location of the hearing; and

(e) State that all owners of record, beneficial owners of any Illinois land trust having title to the property, and all lien holders of record in the property shall be given the opportunity to appear and present evidence at the hearing to contest the determination that the building or structure is a public nuisance.

(2) If, after notice and hearing provided in this section, a Village Hearing Officer finds that the Village has established by a preponderance of the evidence that the building or structure identified in the notice is a public nuisance as described in this section, the Hearing Officer shall enter an order of abatement which requires the owner or owners of record, including beneficial owners of any Illinois land trust, within the time frame specified in the order, to take all reasonable measures necessary to abate the public nuisance. The Hearing Officer's order of abatement may include, but is not limited to, correcting all code violations, altering, repairing or improving the building or structure; rendering the building or structure fit for human use or habitation; vacating or enclosing the building or structure; removing or demolishing the building or structure; hiring a property manager or hiring a receiver appointed by the Hearing Officer with powers specified in the order of abatement; compliance with the requirements of §§ 150.031 and 150.032; or, if requested by the Village Attorney and reasonable in light of the magnitude of the harm caused or which can reasonably be expected to be caused by the nuisance, the market value of the property in its current condition and the extent to which the defendant has failed to take effective measures to abate the nuisance, the assignment to the Village or a third party designated by the Village or forfeiture to the Village of all of the defendant's rights, title and interest in the real estate.

(3) Any person who fails to comply with a Hearing Officer's abatement order issued under this section shall be subject to the penalties set forth in § 39.99. In addition, upon the failure to comply with the Hearing Officer's order, unless stayed by a court of competent jurisdiction, the Community Development Department, with the concurrence of the Village Attorney, may seek an order from a Hearing Officer authorizing the Director of Community Development to repair, alter, improve, vacate, close, remove or demolish, the building or structure as specified in the Hearing Officer's order.

(C) Abatement action in court. The Village Attorney is authorized to bring an action in a court of competent jurisdiction to abate a public nuisance described in this section. If the court finds that the Village has established by a preponderance of the evidence that the building or structure identified in the notice is a public nuisance as described in this section, the court shall enter an order of abatement which requires the owner or owners of record, including beneficial owners of any Illinois land trust, within the time frame specified in the order, to take all reasonable measures necessary to abate the public nuisance. The court's order of abatement may include, but is not limited to: correcting all code violations; altering, repairing or improving the building or structure, rendering the building or structure fit for human use or habitation; vacating or enclosing the building or structure; removing or demolishing the building or structure; the appointment of a receiver; compliance with the requirements of §§ 150.031 and 150.032; or, if requested by the Village Attorney and reasonable in light of the magnitude of the harm caused or which can reasonably be expected to be caused by the nuisance, the market value of the property in its current condition, and the extent to which the defendant has failed to take effective measures to abate the nuisance, the

assignment to the Village or to a third party designated by the Village or forfeiture to the Village of all of the defendant's rights, title and interest in the real estate.

(D) In lieu of the foregoing procedure, the Village may instead proceed to abate any public nuisance existing at a property and to subsequently lien the property pursuant to the procedures set forth in §§ 92.22 and 92.23 of this Code, where applicable, or to pursue any other abatement procedure or remedy set forth in this Code or available under Illinois law.

(Ord. CO-09-18, passed 3-17-2009; Am. Ord. CO-2012-08, passed 2-21-2012; Am. Ord. CO-2016-15, passed 7-26-2016)

§ 150.035 TERMINATION.

(A) For purposes of this section the terms MORTGAGE, MORTGAGEE, and VACANT shall be defined as provided in § 150.031(E).

(B) Upon the occurrence of any of the following, the requirements of §§ 150.031 and 150.033 shall terminate with respect to a mortgagee: the filing with the Recorder of Deeds Office of a satisfaction or release of the mortgagee's mortgage.

(C) Upon the occurrence of any of the following, the requirements of §§ 150.031 and 150.033 shall terminate with respect to a building:

(1) The filing with the Recorder of Deeds Office of a conveyance of title to the underlying real estate, pursuant to foreclosure proceedings or otherwise;

(2) The building ceases to be vacant; or

(3) The building is demolished with all permits required by the Village of Maywood and all required permits required by Cook County.

(D) Within 10 days of termination pursuant to this section, a mortgagee shall notify the Building and Code Enforcement Department on a form provided by the Building and Code Enforcement Department for such purpose.

(Ord. CO-2012-08, passed 2-21-2012; Am. Ord. CO-2021-21, passed 8-17-2021)

ELECTRICAL CODE

§ 150.040 NATIONAL ELECTRICAL CODE.

(A) The National Electrical Code, ~~1999~~ 2017~~20~~ Edition, is adopted by reference, provided that in the event any of the provisions of the National Electrical Code are in conflict, such other Village ordinance shall prevail.

(B) In addition to the copies of the National Electrical Code which have been on file in the office of the Village Clerk, ~~at least~~not less than 1 copy of said code shall be kept on file in the office of the Building Director and the ~~Maywood Public Library~~Village Clerk.

(C) Whoever violates any of the provisions of the National Electrical Code shall, upon conviction thereof, be punished by a fine not exceeding \$500. Each day any violation of any provision of said code is continued shall constitute a separate offense.

(1997 Code, § 24.01) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-03-29, passed 12-29-2003; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.041 REGISTRATION OF ELECTRICAL CONTRACTORS.

(A) Required. It shall be unlawful for any person to engage in the business of electrical contractor, without being registered as an electrical contractor, in the manner hereinafter set forth.

(B) Existing contractors. All electrical contractors who have not registered as an electrical contractor as required by this section prior to February 11, 1960 must file an application in proper form showing their qualifications to engage in the business of electrical contractor.

(C) Application; issuance of certificate. Any person desiring to engage in the business of electrical contractor shall apply for registration to the Village Clerk. Upon the filing of such application in proper form, and the payment of the registration fee, the Village Clerk shall register the applicant as an electrical contractor and shall issue to the applicant a certificate of registration which will authorize the applicant to engage in such business for the year in which it is issued.

(D) Fee; expiration date. The fee for registration as an electrical contractor shall be as set forth in § 110.13, which sum shall be paid by the applicant to the Village Clerk in advance upon filing the application. The certificate of registration issued shall expire on December 31 of the year in which it is issued.

(E) Surety bonds. Every person desiring to engage in the business of making any electrical installation in the Village shall execute and file with the Building Director a surety bond payable to the Village in the penal sum of \$5,000, conditioned that the applicant shall well and faithfully observe all of the provisions of this Code relating to electrical installations.

(1997 Code, § 24.02) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.042 ELECTRICAL INSPECTION DIVISION.

There is established a division within the Building and Code Enforcement Department which shall be known as the Electrical Inspection Division. Such Division shall consist of the Building Director and such other employees as may from time to time be appointed by the President

and Board of Trustees. The Electrical Inspection Division shall be charged with the duty of enforcing the provisions of this chapter, the rules and regulations thereof and the standards and specifications for the installation, alteration and use of electrical equipment.

(1997 Code, § 24.03) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.043 TURNING ON CURRENT.

Whenever any electrical equipment has been installed or altered, no electrical current shall be supplied to or used on such equipment previous to the inspection of such equipment by the Electrical Inspection Division and the issuance of a certificate of inspection covering such installation or alteration. The Inspection Division may issue a temporary certificate for the use of electrical current during the course of construction or alteration of buildings, which temporary certificate shall expire when the construction or alteration of such building is complete.

(1997 Code, § 24.04) (Ord. CO-09-95, passed 10-12-1995)

§ 150.044 DEFECTS IN APPARATUS.

(A) In case the Electrical Inspector finds a defect in any electrical apparatus or equipment, subject to inspection in the Village, such inspector shall report the same in writing to persons for whom the test is being made, using blanks furnished by the Village for that purpose and giving a description of the character of the defect. If the defect is of a dangerous character, necessitating immediate repair, the Electrical Inspector shall forthwith condemn the apparatus for equipment for further use or until the same is removed, repaired or renewed.

(B) If the defect is of a character such that the apparatus of equipment may be safely operated for a period of some days pending repairs, the Electrical Inspector shall so report and name the number of days during which the same may be operated. A duplicate of all such reports shall be promptly filed in the office of the Building Director.

(1997 Code, § 24.05) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.045 PERMIT FOR ERECTION OF POLES AND UNDERGROUND WIRING.

No poles for the carrying of electric or other wires or cable shall be erected in any street or alley, and no underground wiring shall be installed without a permit obtained from the Director of Public Works, and all such permits issued shall provide that the Village may use the poles to be erected for the purpose of attaching thereto such necessary crossarms, wires or other electrical appliances as may be deemed necessary by the Village authorities for fire and police signal service of the Village. Permit fees shall be as set forth in § 150.004. Nothing

broken by accident or storms or for shifting poles from 1 position to another under orders issued by the Director of Public Works.

(1997 Code, § 24.06) (Ord. CO-09-95, passed 10-12-1995)

§ 150.046 NOTICE TO INSPECT WORK BEFORE COVERING.

Any person installing electric wires or equipment in any building in the Village which is to be hidden from view shall notify the Building Director, in writing, of such intended installation, at least 24 hours before the work is to be covered, and no such work shall be covered until inspection thereof has been made as herein required. In all cases where such notice has not been given or such work has been covered without inspection thereof, as herein provided, the Building Director is authorized to take down or remove such portions of the building or structure as shall be necessary for the inspection of such electric wires or equipment, as herein required, and the cost of such taking down and replacing such work so removed by such official shall be borne by the person who has failed to give notice of the installation thereof, or by the person who has covered such work after such notice and before inspection thereof as herein provided, as the case may be.

(1997 Code, § 24.07) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.047 DEAD WIRES.

The Building Director shall have the right to cause all dead wires outside and inside of buildings to be removed at the expense of the owner of such wires, by giving the owner 10 days written notice so to do, and if the owner fails or neglects to remove such wires within 10 days after receipt of such notice, such person shall be subject to the penalty provided for violation of this Code.

(1997 Code, § 24.08) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.048 DEFECTIVE WIRES.

The Building Director shall have the right to condemn wires which are defective and dangerous to life or property and shall notify the owner of such wires, in writing, to remove or replace the same with new wires.

(1997 Code, § 24.09) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.049 ELECTRIC SIGNS.

(A) Definition; permit.

(1) It shall be unlawful for any person to erect and maintain over any sidewalk or street, or place against and running parallel to any building or structure in the Village, any electric sign without a permit from the Building Director nor except as prescribed by this chapter. An electric sign is any sign constructed as follows: signs, all or part of the letters of which are outlined of incandescent lamps; transparent glass signs illuminated with electric lamps; signs with flush, painted or raised letters and having a border of incandescent lamps; signs having vacuum and inert gas tubes.

(2) The permit fee shall be as set forth in § 150.004. The fee for a temporary electric sign, not to exceed 30 days, shall be one-quarter the annual fee.

(B) Area; removal. No such projecting sign shall have an area exceeding 80 square feet unless by special authority of the Board of Trustees. The authority granted for the erection of any such sign may be revoked at any time by order of the Board of Trustees upon their finding such action is necessary for public safety and welfare, and any compensation or permit fees paid to the Village for such sign shall not be refunded in case of any such revocation. In case it is necessary to move any sign on account of street widening, such sign shall be removed upon written notice from the Director or Public Works by and at the expense of the owner of the sign and if such notice is not complied with, the sign shall be moved by the Village at the expense of the person to whom such permit for a sign was granted.

(C) Plans. An application for a permit for an electric sign shall be accompanied with a plan showing the location, size and construction of such sign. No permit shall be issued for any sign until plan for same shall have been approved by the Building Director.

(D) Location; inspection. The location of any such sign shall first be approved by the Building Director, and the applicant shall thereupon pay the required permit fee. The Building Director shall, upon being notified of the installation of the sign, cause an inspection of same to be made, and if such sign has been installed in accordance with the provisions of this chapter, they shall then issue a certificate of inspection without cost, for the operation and maintenance of such sign. No alteration shall be made on any sign operated or maintained under authority of this chapter unless all the provisions of this chapter are fully complied with and a permit issued for such alterations.

(1997 Code, § 24.10) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.050 MODIFICATIONS OF NATIONAL ELECTRICAL CODE.

The following rules and regulations for the installation, alteration, repair and use of electrical equipment and apparatus in the Village are set forth as modifications and additions to the provisions of the ~~1999-2017~~ National Electrical Code (NEC) adopted by this chapter and shall apply in lieu of any provisions to the contrary contained in the ~~1999 National Electrical Code~~:

~~(A) Minimum switch capacity shall be 100 amperes disconnect and 100 amperes main in circuit breaker panel;~~

~~(AB) Circuit breakers: the minimum panel size shall be 16 or 20 position and shall apply to both new construction and upgrades.~~

~~(B) When dwelling units are put up for sale or rehabbed, electrical inspection shall be required, and there shall be replacement of two-prong with three-prong grounded outlets and installation of GFCIs in accordance with NEC 406.4. Ground-fault circuit interrupters (GFCI) shall be installed where required by NEC 210.8 of the 1999 National Electric Code;~~

~~(C) Service entrance: 1-1/4 IMC rigid or aluminum conduit is required;~~

~~(D) Service entrance wire size: #3 is required;~~

~~(E) Branch circuit requirements: 15 amp breaker for lighting; 20 amp breaker for refrigerator; 20 amp breaker for appliances; 20 amp breaker for laundry circuit; and 15 amp breaker for furnace; Add the following requirement to NEC 210.11B: Major appliances such as refrigerators and microwave ovens shall require a separate 20 Amp branch circuit for each major appliance or motor.~~

~~(F) Circuit wiring Raceways: BX required FMC is permitted permitted for concealed remodeling work, EMT, IMCRG or RMC shall be required in exposed work and new construction;~~

~~(G) Minimum number of circuits: 8 for single-family residences and other dwelling units other than apartment buildings with more than 3 units;~~

~~(H) Minimum number of circuits: 6 per unit for apartment buildings with more than 3 units;~~

~~(I) All lighting circuits shall be limited to 1,000 watts;~~

~~(J) A utility Branch circuit conductors supplying kitchen receptacles shall be of not smaller less than No. 12 AWG copper wire to supply a convenience outlet in the kitchen;~~

~~(K) Electrically operated equipment, such as heating equipment, air conditioning equipment and room coolers, shall be operated on separate branch circuits;~~

~~(L) A cold water pipe connected to the municipal water system shall be used for grounding and a water meter shunt shall be provided with an approved fitting; a ground rod of No. 8 copper wire ground size with Chicago tag shall also be used for additional protection;~~

~~(M) For apartment, commercial and industrial buildings, the switch capacity, switch, service entrance wire and wiring, fusing, load calculation and circuit wiring shall be determined as time load requirements are available, and shall be approved by the Village Electrical Inspector;~~

~~(N) No less gauge than No. 12 wire shall be used in conductors shall not be less than 12AWG copper in any all-new construction work;~~

(O) In revision, new work, or sale or renting of existing units, all receptacles shall be a ground type installed in accordance with NEC 406.4;

(P) All clothes closets shall have a mounted ceiling light, using a a wall mounted switch or motion sensor; all closet ceiling lights currently using a pull chain shall be substituted replaced with a wall mounted or motion sensor switch ceiling light, upon the deterioration or replacement of the existing fixture; new or replaced closet fixtures shall comply with NEC 410.16

(Q) On commercial and ~~apartment building~~ residential electrical services work, the ground wire shall be ~~taken connected~~ directly to the street metered side of the water meter with a jumper conductor connected to the street side of the meter, except by special permission of the Electrical Engineer ~~or other~~ and the authority having jurisdiction;

(R) Garages and other accessory structures: wiring shall be installed underground in accordance with NEC 300.5 using PVC, IMC or RMC and approved methods shall be used. See ART 345.3 IMC 346-3 exception #3 rigid. See also, "underground" installations, 300-5. conduit. All work shall be inspected before prior to backfilling;

(S) No "~~Romex~~" NMC (Non-Metallic Cable) or aluminum ~~wiring conductors~~ shall be used in the Village;

(T) Work started before permits are pulled shall be stopped and permit fees shall be doubled as allowed by §§ 150.001 et seq. (Emergency work exempted, permit and work order shall be surrendered within 1 business day);

(U) ~~No Use of~~ tandem breakers shall be used prohibited except in temporary trailers.

(1997 Code, § 24.11) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-03-29, passed 12-29-2003)

PLUMBING CODE

§ 150.065 ILLINOIS PLUMBING CODE ADOPTED.

(A) The Village does adopt as the Plumbing Code of the Village the language and terms of the Illinois Plumbing Code/2004, 77 Ill. Admin. Code 890, published by the Illinois Department of Public Health, a copy of which is made a part hereof by reference.

(B) One copy of the Illinois Plumbing Code/2004 shall be kept on file in the office of the Building Director, the Village Clerk's office and the Maywood Public Library.

(1997 Code, § 25.01) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2013-21, passed 4-16-2013; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.066 BUILDING DIRECTOR'S DUTIES.

The Building Director shall have general supervision over plumbing drain laying and gas fitting and shall enforce the provisions of this Code pertaining thereto.

(1997 Code, § 25.02) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.067 ENTRY FOR INSPECTION.

(A) When the Building Director or any of their authorized representatives are unable to effect a voluntary entry onto any private property for the purpose of a building inspection, they shall seek warrant to make such entry.

(B) No person shall hinder or obstruct or in any manner interfere with the Building Director in the performance of their duties.

(1997 Code, § 25.03) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.068 PERMITS.

(A) No plumbing or sewer or drainage work except for minor repairs shall be done without a permit from the Building Director. No permits shall be issued unless a bond shall be on file with the Village Clerk as required by § 51.69.

(B) Permit fees shall be as set forth in § 150.004.

(1997 Code, § 25.04) (Ord. CO-09-95, passed 10-12-1995; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

ENERGY CONSERVATION CODE

§ 150.080 ADOPTION OF ENERGY CONSERVATION CODE.

~~The BOCA Basic most recent publication Illinois Energy Conservation Code, Third Edition, 1981, as published by the Building Officials and Code Administrators International Code Council and amended by the Illinois Capital Development Board, Inc., ~~be and~~ is adopted by reference as the Energy Conservation Code of the Village, and except as modified in this chapter, each and all of the regulations, provisions, conditions and terms of the BOCA Basic Energy Conservation Code, Third Edition, 1981, are referred to, adopted and made a part hereof by reference as if set out fully in this Code. Two~~three~~ copies of the most recent adopted Illinois Energy Conservation Code ~~BOCA Basic Energy Code, Third Edition, 1981~~, shall be kept~~

on file in the office of the Building Director and Village Clerk for use, examination and inspection by the public.

(1997 Code, § 25A.01) (Ord. CO-83-22, passed 10-13-1983; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.081 AMENDMENTS TO ENERGY CONSERVATION CODE.

~~The BOCA Basic Energy Conservation Code, adopted by reference pursuant to § 150.080, is amended as it applies within the Village as follows:~~

~~(A) The first paragraph of § E-402.1.1 is amended to read as follows:~~

~~System Equipment:~~

~~Closed system air conditioning shall be provided in all new construction and all new remodeling. Heating, ventilating and air conditioning system equipment whose energy input in the cooling mode is entirely electric shall show a co-efficient of performance (COP) and energy efficiency ratio (EER) of not less than the value specified in the following table E-402.1.1a.~~

~~(B) Section E-500.1 is amended to read as follows:~~

~~Scope:~~

~~This article sets forth provisions for design and equipment selection for energy conservation in plumbing systems and shall be required in all new construction and in all new repair and/or replacement of plumbing fixtures or trim.~~

~~(C) Section E-502.1 is amended to read as follows:~~

~~Water Closets and Urinals: Industry standards far exceed these numbers. Staff recommends removal of this section as it is less efficient than manufacture standards.~~

~~The installation of water efficient closets and urinals, (based upon a pressure of 40-50 psi) and all new construction and in all new repair and/or replacement of water closets and urinals shall be required. All flushometer type water closets shall use a maximum of 3.0 gallons per flush~~

~~All tank type water closets shall use a maximum of 3.5 gallons per flush. All flushometer or tank type urinals shall use a maximum of 3.0 gallons per flush.~~

~~(D) Section E-502.2 is amended to read as follows:~~

~~Lavatories in Public Facilities:~~

~~Lavatories in restrooms of public facilities shall be equipped with outlet devices which limit the flow rate to a maximum of 0.5 gallons per minute (0.5 gpm/1.9 lpm). All public lavatories shall have metering or self closing faucets.~~

~~(E) A new § E-504.0 entitled "Car Washes" be and is added to the BOCA Basic Energy Conservation Code as it applies within the Village. Section E-504.0 shall read as follows:~~

~~—Car Washes:~~

~~Water Recycling System Required.~~

~~—All newly constructed or remodeled car wash installations shall be equipped with a water recycling system.~~

~~(1997 Code, § 25A.02)~~

HOUSING AND EXISTING STRUCTURES CODE

§ 150.095 ADOPTION INTERNATIONAL PROPERTY MAINTENANCE CODE.

The International Property Maintenance Code, 2003 edition ("Property Maintenance Code"), as published by the International Code Council, shall be and hereby is adopted by reference as the Property Maintenance Code of the Village of Maywood and, except as modified in this chapter, each and all of the regulations, provisions and conditions and terms of the International Property Maintenance Code, 2003 edition are hereby referred to, adopted and made a part hereof by reference as if fully set forth in this Code. At least one copy of the International Property Maintenance Code, 2003 edition shall be kept on file in the office of the Building Director, the Village Clerk's office, and the Maywood Public Library for public inspection.

(1997 Code, § 16.01) (Ord. 85-17, passed 5-23-1985; Am. Ord. CO-05-12, passed 4-18-2005; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.096 TERMS OF INTERNATIONAL PROPERTY MAINTENANCE CODE.

Whenever the following words, terms and phrases are used in the Property Maintenance Code adopted by § 150.095, they have the meaning set forth below:

CODE OFFICIAL. The Building Director and any inspectors, officers or employees assigned to the Building and Code Enforcement Department to whom the authority to enforce the provisions of the Property Maintenance Code has been delegated.

(1997 Code, § 16.02) (Ord. 85-17, passed 5-23-1984; Am. Ord. CO-05-12, passed 4-18-2005; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.097 AMENDMENTS TO INTERNATIONAL PROPERTY MAINTENANCE CODE.

The International Property Maintenance Code, adopted by reference pursuant to § 150.095, is amended as it applies within the Village as follows:

(A) Section PM-101.1 is amended to read as follows:

These regulations shall be known as the Property Maintenance Code of the Village of Maywood; hereinafter referred to as the "Property Maintenance Code" or "this Code."

(B) Section PM-103.1 is amended to read as follows:

The Building and Code Enforcement Department shall be charged with the administration of this Code and the Building Director shall be known as the Executive Official or Code Official.

(C) Section PM-103.2 is amended to read as follows:

The Building Director shall be appointed by the Village Manager as authorized by the Maywood Village Code and Personnel Code therein. The term "appointing authority" shall mean the Village Manager.

(D) Section PM-103.5 is amended to read as follows:

Fees for all services under this Code shall be as indicated in the Maywood Village Code.

(E) Section PM-104.3 is amended to read as follows:

Except as provided in § 150.098 of the Maywood Village Code, it shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, contract for deed, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee, contract purchaser or lessee, a true copy of any compliance order or notice of violation issued by the Code Official and shall furnish to the Code Official a signed and notarized statement from the grantee, transferee, mortgagee, contract purchaser, or lessee acknowledging the receipt of such compliance order or notice of violation, and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

(F) Section PM-106.3 is amended by deleting the word "misdemeanor" in the first sentence, and replacing it with the phrase "local ordinance violation."

(G) Section PM-111.1 is amended to read as follows:

Any person directly affected by any decision of the Code Official or the Building and Code Enforcement Department or a notice or order which has been issued in connection with the enforcement of any provision of this Code, or of any rule or regulation adopted pursuant thereto, may request and shall be granted a hearing on the matter before the Code Appeals Board, specified in PM-111.2 of this Code, provided that such person shall file, in the office of the Village Manager, a written petition requesting such hearing and containing a statement of the reason(s) why the hearing is being requested within 20 days after the day the decision was served. An application for appeal shall be based on a claim that the true intent of this

Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or the requirements of this Code are adequately satisfied by other means.

(H) Section PM-111.2 is amended to read as follows:

In order to protect existing structures in the jurisdiction by vigorous enforcement of the provisions of this Code, there shall be and is hereby created a Code Appeals Board, hereafter referred to as the "Board," consisting of persons who hold the following positions with the Village: the Village Manager, the Fire Chief, and the Building Director.

(I) Section PM-111.2.1 shall be and hereby is deleted in its entirety.

(J) Section PM-111.6.1 is amended to read as follows:

The decision of the Board shall be recorded. A copy of the decision of the Board shall be furnished to the appellant and to the Code Official, who shall keep such record showing the basis for each decision made by the Board.

(K) Section PM-301.3 is amended by adding the following sentence:

Unless there is compliance with the requirements of Section 10.3-7.2 of the Zoning Ordinance of the Village of Maywood, operable and inoperable motor vehicles may not be parked, stored or otherwise kept and maintained on vacant land.

(L) Section PM-302.1 is amended to read as follows:

All exterior property areas and premises shall maintained in a clean, safe and sanitary condition, free from any accumulation of rubbish, garbage or litter. The owner of any parcel of property shall be responsible for maintaining all public sidewalks, walkways and alleys abutting the property, in a condition which is free and clear of all garbage, litter and rubbish other than garbage, rubbish and litter placed in the public right-of-way for collection in compliance with the provisions of this Code.

(M) Section PM-302.4 is amended by inserting "six (6) inches" in place of the parenthetical language in the first sentence of the section.

(N) Section PM-302.8 is amended to read as follows:

Except as provided in other Village regulations and approved by the Building Director, not more than two currently unregistered and/or uninspected motor vehicles shall be permitted on that part of the exterior of any property in a non-residential district which is visible from a public street, sidewalk, alley or other public right-of-way and any vehicle located on the exterior of any property which is visible from a public street, sidewalk, alley or other right-of-way in a non-residential district shall not be in a state of major disassembly or disrepair, nor shall it be in the process of being stripped or dismantled. Except as provided in other regulations and approved by the Building Director, any unregistered or uninspected motor vehicle on the exterior of any property in a non-residential district which is visible from a public street, sidewalk, alley or other right-of-way must be operable.

Storage and/or parking in residential areas of tow trucks or other vehicles defined to tow other vehicles as defined in the Maywood Zoning Code is prohibited at all times. At no time may such vehicles be present in a residential area for other than the sole purpose of servicing a call.

Exception: A vehicle of any type is permitted to undergo major overhaul, including bodywork, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes, and provided that the location where the work is being performed inside a structure or similarly enclosed area is the legal residence of the vehicle owner.

(O) Section PM-304.1 is amended to read as follows:

The exterior of a structure, including every foundation, exterior wall, roof and other surfaces, shall be maintained in a workmanlike state of maintenance and repair, structurally sound, kept in a condition so as to exclude rats, and shall be otherwise safe and sanitary so as not to pose a threat to the public health, safety and welfare.

(P) Section PM-304.2 is amended to read as follows:

304.2 Protective treatment of Exterior Surfaces. All exterior surfaces, including but not limited to, doors, door and window frames, overhangs, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. All painted exterior surfaces shall be maintained free of flaking, peeling and scaling conditions and the paint film integrity shall at all times be maintained in a smooth, tight and sound condition. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(Q) Section PM-304.4 is amended to read as follows:

All supporting structural members of all structures shall be kept structurally sound, free of deterioration, and maintained capable of safely bearing the dead and live loads imposed upon them. If the owner of any structure disputes a determination by the Code Official that the supporting structural member of a structure is not structurally sound, free from deterioration, or maintained capable of safely bearing the dead and live loads imposed upon it, then the Code Official shall request that the owner have such structural member examined by a licensed architect or registered structural engineer at the owner's expense and that such licensed architect or structural engineer prepare a written report describing the condition of the structural member in question and that a copy of the report be submitted to the Code Official. In the event that the owner refuses to have a licensed architect or registered structural engineer examine the structural member at the owner's expense, then the Code

Official shall retain a licensed architect or registered structural engineer to examine the structural member in question. The Code Official shall forward one copy of the report to the owner of the structure. If, following an inspection of a structural member in question was either not structurally sound, or not free from deterioration or not maintained capable of safely bearing the dead and live loads imposed upon it, then the owner shall pay to the Village of Maywood any and all costs the Village incurred in retaining the architect or structural engineer, and reviewing the report of the architect and structural engineer.

(R) Section PM-304.3 is amended by adding the following:

When serviced by an alley or other public access roadway the rear of all properties and/or accessory structures shall have the recorded house numbers attached thereto in a size and height as mentioned previously.

(S) Section 307.3.1 is amended to read as follows:

The owner of every dwelling shall supply an approved leakproof, covered, outside garbage container.

(T) Section 307.3.2 is amended to read as follows:

All residential buildings with four (4) dwelling units or less shall be required to participate in the Village's garbage and waste removal program as contracted by the Village. The container shall be those provided by the waste removal subcontractor and when the capacity of the provided container has been surpassed, additional containers provided by the owner may be utilized, so long as such containers have a capacity of nor more than 30 gallons and a weight of no more than 50 pounds.

(U) Section 307.4 is added, to read as follows:

307.4 Location and placement for pick-up. The owner of every dwelling unit and every establishment producing waste and garbage shall cause the same to be stored completely within the boundaries of the property in the rear or side yard.

All occupants, owners and all other persons in charge of, in possession of, or in control of a building or structure are prohibited from using the public right-of-way, including but not limited to public sidewalks, streets, and alleys, as a place for the storage of garbage, rubbish, debris or discarded items. Garbage, rubbish, debris or discarded items may be placed in a public alley or right-of-way (behind curb) for pick-up, no earlier than 6:00 p.m. on the day preceding the scheduled garbage collection provided that the garbage, rubbish, debris and discarded items are in a container which complies with all the requirements of this Code and any other applicable law or ordinance. All such containers must be removed from the public alley no later than the end of the day on the day the garbage, rubbish, debris or discarded items were picked up.

(V) Section PM 507.1 is amended by adding the following:

Roof drainage systems shall be diverted from drain tile onto lawns and away from building foundations unless a retention system has been engineered for use by the Village and the Metropolitan Water Reclamation District.

(W) Section PM-602.2 is amended to read as follows:

Every dwelling unit and guest room shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit at a point three feet above the floor and three feet from an exterior wall in all habitable rooms, bathrooms and toilet rooms. Gas appliances designed exclusively for cooking or water heating shall not be considered as heating facilities within the meaning of this provision. Wood burning stoves shall not constitute heating facilities but may be used by owners or occupants of residential structures to provide back-up heating facilities in conjunction with a central heating plant, provided that the wood burning stove was properly installed in accordance with the manufacturer's specifications, functions properly, and is free of all fire, health and accident hazards. The use of back-up heating facilities shall not be required of tenants by persons who own, manage or control residential structures. It shall be the duty of every person owning or controlling a dwelling unit in which heat is furnished from a heating plant under the control or supervision of such owner or person to furnish heat at a minimum temperature of 68 degrees Fahrenheit between the hours of 7:30 a.m. and 10:30 p.m. and to furnish heat at a minimum temperature of 65 degree Fahrenheit between the hours of 10:30 p.m. and 7:30 a.m.

(1997 Code, § 16.03) (Ord. 85-17, passed 5-23-1985; Am. Ord. 85-28, passed 7-11-1985; Am. Ord. CO-05-12, passed 4-18-2005; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.098 CERTIFICATE OF COMPLIANCE.

(A) Certificate of compliance required. Except as otherwise provided in this section, a certificate of compliance shall be required prior to any sale or rental of any lot, dwelling unit, building, structure, improvement, or part thereof (hereinafter collectively referred to in this section as "property"). This certificate of compliance shall be based upon compliance of the property with the minimum standards for health and safety as prescribed by this chapter and with all other applicable building, housing, health and zoning ordinances and regulations of the Village.

(B) Application. The certificate of compliance shall be applied for by the owner, lessor, or authorized agent. The applications shall be made to the Building Director on such forms as they may prescribe. The application form shall include a statement that the owner or occupant has a right to withhold consent to a compliance inspection by the Village and require the Village to obtain a warrant to conduct the inspection and a statement that the Village must request and obtain the consent of the occupant of any occupied rental dwelling prior to conducting any inspection. The application shall include a space for the owner and/or occupant to indicate that the owner and/or occupant consents to a compliance inspection, or refuses consent.

(C) Contents of certificate. A certificate of compliance shall contain the following information, so far as it may be available:

(1) Street address;

- (2) Zoning classification and authorized use of the property;
- (3) Maximum allowed occupancy of any dwelling unit being sold or rented;
- (4) Variances, exceptions, special use or conditional use permits and other pertinent legislative acts of record;
- (5) Any zoning deconversion orders that have been issued;
- (6) Parking regulations applicable to the property; and
- (7) Whether the property is in compliance with all applicable codes of the Village.

(D) Inspections. The Building Director, after an application for a certificate of compliance has been made for a property to be offered for sale or rent, shall be responsible for seeing that the required or necessary inspections and reinspections of the exterior and interior of the property, and review of pertinent Village records relative to the property, are made by the appropriate Village personnel for the purpose of issuing a certificate of compliance. The interior and exterior inspection of the property shall include a review of the use of the property, whether any additional units and/or uses exist, the number of persons able to legally reside at the premises pursuant to the Village's property maintenance code, whether the property is in conformance with all Village zoning and code regulations, and a determination as to whether the property may have been illegally converted. For purposes of this section, illegally converted shall mean that the property was converted to another or additional use beyond that for which the property was originally permitted and which is in violation of the Village's zoning and/or occupancy limitations, as set forth in its fire and property maintenance codes; and is not a legal nonconforming use under the zoning regulations of the Village, as amended. Following inspection, the Building and Code Enforcement Department shall, where violations are found, furnish a report on the violations to the owner, lessor or other person in control of the property. In the event the inspection reveals that a property has been illegally converted, the Building and Code Enforcement Department shall issue a notice of deconversion, specifying the measures which must be taken in order to bring the illegally converted property into compliance with all applicable Village zoning and other codes. All dwelling units, buildings, structures, and improvements or parts thereof, except property containing less than 2 dwelling units used solely for residential purposes, must be inspected by the Fire Prevention Bureau prior to the issuance of a certificate of compliance.

(E) (1) Inspection fees. An inspection fee in accordance with the following schedule shall be charged in the case of a sale or lease of property except the lease of a single apartment in a building used solely for residential purposes.

- (a) Vacant lots \$25;*
- (b) 1-2 dwelling units \$90;*
- (c) 3-6 dwelling units \$150;*
- (d) 4-10 dwelling units \$210;*

- (e) 11-20 dwelling units \$250;
- (f) 21-30 dwelling units \$360;
- (g) 31-40 dwelling units \$450;
- (h) 41-50 dwelling units \$540;
- (i) 51-75 dwelling units \$690;
- (j) Over 75 dwelling units \$960.

(2) Buildings, structures, improvements and parts thereof not used for residential purposes which contain less than 10,000 square feet: \$360, less than 1,000 square feet: \$120;

(3) Buildings, structures, improvements and parts thereof not used for residential purposes which contain more than 10,000 square feet: \$900;

(4) In case of the lease of a single apartment in a building used solely for residential purposes, the inspection fee shall be ~~\$30.75~~

(F) Notice of intent to rent or sell. All owners, agents, brokers or any other individual or legal entity which has ownership or control over or represents as a listing or selling agent any residential property located within the Village shall, before selling the property, and within 5 days after the first real estate listing agreement is entered into and/or public notification of such intent to sell or rent is made, whichever shall occur first, notify the Building and Code Enforcement Department on forms to be provided by the Village of their intent to rent or sell the property.

(G) Requirements for issuance. No certificate of compliance shall be issued for any property unless each of the following criteria has been met;

(1) The Building and Code Enforcement Department has received notification as required by this section;

(2) The property has been inspected for compliance with all applicable Village building, housing, health and zoning ordinances and regulations and a report of the inspections and/or a notice of deconversion has been prepared, which report and/or notice shall be furnished to the owner, lessor or other person in control of the property which was inspected;

(3) A report from the Water Department is received by the Community Development Director which states that a final reading as to the amount due for water services has been made and that there are no unpaid water bills;

(4) The Building and Code Enforcement Department has verified that there are no other outstanding Village liens or judgments against the property;

(5) If property is found not to comply with the health, building, housing, zoning and other applicable ordinances and regulations of the Village, or is found to have been illegally converted, then an estimate of the cost of bringing the property into compliance shall be prepared by a person qualified to do the work necessary to bring the property into

compliance. Where a license or permit is required or other standard is set by the ordinances of this Village or by other government regulations, the term "qualified" shall mean a person so licensed or who otherwise meets the required standards. Such qualified persons shall make available, upon request, copies of their licenses, verification of their liability insurance, errors and omissions insurance policies, and surety bond, if applicable. The estimate shall be in the form of an offer to perform the necessary work for a specified price and shall be subject to the review and approval of the Village Engineer; and

(6) No certificate of compliance shall be issued unless following the inspection required under division (G)(2) of this section, the property has been found to be in compliance with all applicable Village health, building, housing and fire codes, except that with respect to the sale of property, a conditional certificate of compliance may be issued pursuant to division (H).

(H) Escrow/conditional certificates of compliance. Property may be sold or rented hereunder by an owner who has not completed required repairs or deconversion identified through an inspection only pursuant to the following.

(1) If a sum of money equal to the estimated cost, as calculated pursuant to division (G)(5) above, of bringing the property into compliance has been deposited into an escrow account established with the Village for the purpose of paying the cost of any repairs and other work which must be performed in order for the property to be brought into compliance or if a performance or surety bond issued by a reputable surety company and naming the Village as obligee in an amount equal to the estimated cost of bringing the property into compliance is furnished to the Building Director. In cases where deconversion of an illegally converted property is required in order for a property to be brought into compliance, the sum of money required to be placed in escrow with the Village shall be \$15,000 or 3 times the amount of the repairs and other work which must be performed in order for a property to be brought into compliance, whichever is higher.

(2) The buyer, conveyee, transferee, assignee or other successor in title, ownership or interest (hereinafter "buyer") has entered into an escrow agreement with the Village whereby the buyer, in order to close, accepts responsibility for bringing the property into compliance and agrees to do so within 90 calendar days after the closing of the transaction (the "closing"). A buyer who elects to accept the property, subject to the inspection with existing violations or need to deconvert, and who enters into an escrow agreement as provided herein, shall acknowledge, as part of any such agreement, that the buyer is fully aware of the existing violations and/or need to deconvert, as well as the possibility of violations that may have existed but were unnoted or undiscovered due to lack of access, and agrees to accept the requirement and obligation to bring the property into compliance within 90 days of the closing. The seller is also required to sign the escrow agreement.

(3) Where the buyer enters into such an agreement, a conditional certificate of compliance shall be issued by the Village and shall terminate on the ninety-first day after closing. The Village shall issue a certificate of compliance upon completion of the repairs and/or other work necessary to bring the property into compliance. The buyer shall further agree to submit to the jurisdiction and venue of the Village administrative adjudication process and the Circuit Court of Cook County and to waive service of summons subject only to

the notice requirements as required by law in order to enable the Village to expeditiously obtain an order of compliance with this section, if necessary.

(4) In the event the buyer fails to complete the required repairs, and/or have the repairs verified on reinspection, by the date of termination of the conditional certificate of compliance, the Building Director is authorized to pursue enforcement proceedings through the Village administrative adjudication process, or, at their discretion, through the Circuit Court of Cook County. The Village is further authorized to pursue any other administrative or judicial remedy in order to bring the property into compliance with applicable codes and regulations, including an order allowing the Village as Escrowee to release the funds to a contractor of its choosing to bring the violations into compliance. The Village shall be entitled to draw on the escrow or performance bond for the purpose of paying all costs associated with such enforcement proceedings, including, but not limited to, consultant fees, engineering fees, attorney fees and litigation expenses. Any and all costs of enforcement beyond the amount of the escrow are a debt due and owing the Village and may be recorded as a lien against the property if the balance beyond the escrow is not repaid to the Village within 30 days following written demand by the Village.

(5) Fine for failure to repair or deconvert. The fine for violations of this division (H) shall be not less than \$100 nor more than \$1,000 per day for each day the violations or illegal conversion remain uncorrected following the expiration of the 90 day period for correction following closing. The Village shall be entitled to draw on the escrow or performance bond for the purpose of paying any judgment amounts for fines under this division (H). Any judgment amounts beyond the amount of the escrow that remain unpaid following the time for payment and opportunity for judicial review are a debt due and owing the Village and may be recorded by the Village as a lien against the property.

(I) No warranty or guarantee. Inspections made pursuant to this section shall reflect the condition of the property only as of the date and time the inspection was made. In issuing a conditional certificate of compliance or certificate of compliance, the Village and its agents do not make any warranty or representation of any kind, nor do they intend to insure or provide any guarantee as to the condition of the property to either buyer or seller of the property, or to any of their designees, agents, representatives, heirs or assigns or any other interested party, including mortgage companies, insurance companies, banks or any other party which may have any interest relative to the property, nor does the Village affirm that there are no additional violations relative to any other provisions of the Village Code, zoning and other regulations, or relevant statutes, ordinances, rules and regulations of the County of Cook, the State of Illinois or the United States.

(J) Disclosure to buyers and lessees. Whenever property is inspected pursuant to this section, the owner, lessor or other person in control of the property shall furnish all buyers and lessees of the property with a copy of any inspection reports he or she has received from the Village. In the case of a sale, this shall be done prior to closing. In the case of a lease, this shall be done prior to the start of the term of the lease.

(K) Expiration of certificates of compliance and notices of violation and deconversion. A certificate of compliance shall expire and shall no longer be valid 90 days after the date it is

issued. Certificates shall be renewed 1 time by the Director of Community Development upon application for renewal for an additional 90 days. Provided that there has been no change in the property as described in the certificate of compliance, such renewal shall be provided at no charge. Certificates of compliance may not be renewed more than once. A notice of violation or notice of deconversion shall be valid for 1 year toward the issuance of a certificate but shall become invalid after a certificate has been issued.

(L) *Variation appeal procedure.* A variation to the terms and conditions of this section may be granted in those cases where the plight of the owner or lessor is due to unique circumstances and where the variation, if granted, will not pose a danger to the health, safety or welfare of the residents of the Village, including any person who might occupy the property in question. A variation shall be granted only after a hearing before a board consisting of the Village Manager and the Building Director. This Board shall within 30 days after the hearing make a written recommendation to the Village Board which shall then have final authority to determine whether a variation from the terms of this section shall be granted.

(M) *Authority to inspect.*

(1) *No inspection of any property shall be made for the purpose of determining compliance with the codes, laws and ordinances of the village, including a determination of whether a certificate of compliance shall be issued, unless either:*

(a) *A person in control of the property voluntarily agrees to permit the inspection; or*

(b) *An administrative search warrant has been issued by a court which authorizes the inspection.*

(2) *If a person in control of property which is otherwise sought to be inspected under this section refuses to permit the inspection, the Building Director shall apply for the issuance of an administrative search warrant which will authorize the inspection. Any application for an administrative warrant shall specify the basis upon which the warrant is being sought and shall include a statement that the inspection will be limited to a determination of whether there are violations of the Village's building, housing, health and zoning ordinances and regulations, and whether there have been any illegal conversions. The Court may consider any of the following factors along with such other matters as it deems pertinent in its decision as to whether a warrant shall issue:*

(a) *Eyewitness account(s) of violation(s);*

(b) *Citizen complaints;*

(c) *Tenant complaints;*

(d) *Plain view violations;*

(e) *Violations apparent from Village records;*

(f) *Property deterioration;*

(g) *Age of property;*

(h) Nature of alleged violation;

(i) Condition of similar properties in the area;

(j) Documented violations on similar properties in the area;

(k) Passage of time since last inspection;

(l) Previous violations on the property; and

(m) Whether the inspection is part of an exterior/interior property inspection and code enforcement policy and program approved by the Village.

(3) If the court refuses to issue a search warrant to allow inspection of the property, or the Village chooses not to seek an administrative search warrant, then any other provision of this section notwithstanding, a certificate of compliance shall not be required prior to any sale or rental of the premises which occurs within 90 days from:

(a) The date the owner denied access for purposes of an inspection, provided the Village declined to seek a warrant to authorize an inspection; or

(b) The date the court refused to issue the search warrant. In such event, the Village shall advise the seller and, if possible, the buyer of the property that the property is "uninspected property".

(N) Exempt transactions.

(1) For purposes of this section, the terms sale, sell, or sold shall not include:

(a) Transactions which encumber, but do not convey title to real estate or assign the beneficial interest in a land trust;

(b) Transactions in which the deed, without additional consideration, confirms, corrects, modifies or supplements a deed previously recorded; and

(c) Transactions in which the deed constitutes a release of an encumbrance.

(2) The requirements for an inspection or certificate of compliance do not apply to such transactions.

(O) Zoning and occupancy posters. At the time of obtaining the certificate of compliance, the property owner shall be given a poster by the Building and Code Enforcement Department which shall state the zoning classification, maximum occupancy, and any zoning and parking conditions governing the property. This poster shall be displayed prominently in a window on the ground floor facing the street on the property for sale or rent, in such a way that the poster is visible from the street.

(P) Listing and advertising disclosure requirements. Realtors or owners listing property for rental or sale in the Village are required to accurately and completely set forth the type of residence (single-family, two-unit, multi-family and the like), number of bedrooms, number of bathrooms, and square footage of rooms, maximum occupancy limits of the property based on

the Village's fire and property maintenance codes, and zoning classification and zoning and parking conditions in any advertisement, brochure, description or publication offering the property for sale, including any listing on the Multiple Listing Service or any similar type of information service or source. For newspaper advertisements, square footage of rooms, maximum occupancy, zoning classification and zoning and parking conditions do not have to be included.

(Q) Deconversion amnesty program. The Village Manager, in consultation with the Building Director, may, in their discretion, from time to time, declare and publicize a temporary "amnesty period" relative to illegally converted properties within the Village as part of an overall effort to eliminate existing illegal conversions. During any period of declared amnesty for deconversions authorized by the Village, building permit fees may be reduced or waived pursuant to a set published schedule of fee reductions available to all property owners who own illegally converted properties and who are making various modifications for the purpose of deconverting the property. To participate in the amnesty program, a property owner must register with the Building and Code Enforcement Department and allow the Department to conduct a property inspection. Following the inspection, the Building and Code Enforcement Department shall provide the property owner with a written list of modifications that need to be made and/or violations that need to be remedied in order to successfully deconvert and bring the property into compliance with Village zoning, building and other codes and regulations. During the amnesty period, and for a period of 3 months afterward, provided work is being done under a Village-issued permit to deconvert the illegal occupancy, program participants shall not be cited for code violations related to the existing illegal conversion. Any amnesty program period shall be publicized by the Village through newsletters and other appropriate means. Property owners who take advantage of the reduced fees provided under an amnesty program and are later found to have caused an illegal conversion to again exist on the property will be subject to increased penalties under § 150.999.

(R) Fine for illegal conversion after issuance of certificate of compliance. It shall be unlawful to alter, modify, or reconvert a property to create an illegal conversion as defined in division (D) of this section after a deconversion has occurred or after receiving a certificate of compliance. Issuance of a certificate of compliance shall constitute prima facie evidence of the lawful use of the property as described in the certificate, including evidence that a deconversion has been completed. Any owner found to have altered, modified, or reconverted a property to create an illegal conversion following a deconversion by the owner or a previous owner, shall be subject to an enhanced fine of not less than \$250 and not more than \$1,500, with each day such illegal conversion exists constituting a distinct and separate offense.

(1997 Code, § 16.12) (Ord. 81-1, passed 3-12-1981; Am. Ord. 82-22, passed 11-23-1982; Am. Ord. C0-00-14, passed 11-20-2000; Am. Ord. C0-00-40, passed 12-4-2000; Am. Ord. C0-02-9, passed 4-1-2002; Am. Ord. C0-05-12, passed 4-18-2005; Am. Ord. C0-08-01, passed 1-15-2008; Am. Ord. C0-09-26, passed 8-4-2009; Am. Ord. C0-09-27, passed 10-6-2009; Am. Ord. C0-2014-04, passed 1-21-2014; Am. Ord. C0-2021-21, passed 8-17-2021)

§ 150.099 NOTICE OF INTENT TO RENT OR SELL.

All owners, agents, brokers or any other individual or legal entity which has ownership or control over any residential property located within the Village, before selling the property or renting any dwelling unit located in the property, must notify the Building and Code Enforcement Department of their intent to rent or sell within 5 days after the first real estate listing agreement is entered into and/or public notification of such intent to sell or rent is made, whichever shall occur first. No certificates of compliance shall be issued for any premises unless the Building and Code Enforcement Department receives notification as required by this section.

(1997 Code, § 16.13) (Ord. 77-14, passed 10-27-1977; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.100 REGISTRATION AND LICENSING OF LANDLORDS.

(A) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a separate meaning.

LANDLORD. The owner (including the owner of the beneficial interest in a land trust) of any dwelling unit, building, structure or other property within the Village which is rented or leased for commercial or residential purposes. The term LANDLORD, however, shall not include owners of: (1) hotels and motels that rent rooms to occupants who typically make use of such facilities for a period of less than 30 days; or (2) nursing homes, retirement centers and rest homes, which are subject to licensing and inspection by the state or federal government.

RENTAL UNIT. A dwelling unit, building, structure or other property within the Village which is rented or leased for commercial or residential purposes.

(B) Registration and license required. Every landlord covered by this section shall be required to register with the Village as provided herein and to obtain a license from the Village evidencing such registration. Every landlord covered by this section shall renew said registration and license annually, not less than 30 days prior to the expiration date of a currently valid license (December 31 of that year). Any landlord not previously registered and licensed by the Village shall register within 30 days of the passage of this section. Licenses evidencing registration shall be issued by the Building Director to be effective for a period of 1 year or less to expire on December 31 of that license year unless otherwise invalidated, and are not transferable from one landlord to another upon change of ownership. Any change in management or transfer of title resulting in a change of landlord or management of a property covered by this section shall require a new and separate registration within 30 days following such change. Commencing on July 1, 2012, and thereafter, prior to receiving a license, all landlords will be required to submit proof that they, or their designated agent, have, within the past 2 years, attended a Village of Maywood crime-free housing education course facilitated by the Police, Fire and Building and Code Enforcement Departments, in conformance with § 150.037 of this Code. The class will, among other things, review the

tenant screening process, property maintenance code, inspections process, vacant property registry and requirements, chronic public nuisance ordinance, fire safety, any other Village codes or regulations deemed appropriate, and how to make the rental property environment safe and free of crime.

(C) Information required.

(1) Registration by a landlord shall include the following information to be provided by the landlord, which information shall be updated by the landlord whenever any change occurs:

(a) The name and address of the landlord;

(b) The address of every rental unit owned by the landlord;

(c) The number of rental units owned by the landlord;

(d) A telephone number at which or through which the landlord can be contacted at all times; and

(e) Where any rental unit is operated, managed, or controlled by a person or entity other than the landlord, including but not limited to all rental units owned by a land trust, the name and address of such person or entity, along with a telephone number at which or through which such person or entity can be contacted at all times.

(f) Proof of attendance and successful completion of a Village of Maywood crime-free housing education course within the past 2 years.

(g) An executed affidavit stating that for all leases commencing after July 1, 2012, the landlord will utilize a crime-free lease addendum or have a provision in all leases similar to a crime-free lease addendum, as further detailed in § 150.037 of this Code.

(h) The name and address at which service or notices of violations related to rental units owned by the landlord may be made. If the landlord is not a resident of the Village then the landlord shall be required to provide:

1. The name, address and 24-hour phone number of an agent within the Village with authority to accept service or notice of a violation; or

2. A statement by the landlord that service by regular mail upon the landlord at the address of the agent stated in the application will be considered sufficient service for all purposes.

(2) Whenever there is a change in the landlord's property agent, the landlord shall, within 15 days of such change, file a written notice with the Building and Code Enforcement Department indicating such change.

(3) Every applicant shall be given a packet of materials containing a crime-free housing lease addendum; a current crime-free housing course schedule, and the Village's crime-free housing contact information.

(D) (1) Fees for registration. The fee for registration and obtaining a license as a landlord pursuant to this section shall be in accordance with the following schedule:

<i>Number of Rental Units in Structure Owned by Landlord</i>	<i>Fee per Structure</i>
<i>Single-family structure</i>	<i>\$25</i>
<i>Multi-family structures</i>	<i>\$25 for first unit and \$10 for each additional unit, excluding owner-occupied units</i>

(2) Late registration; failure to register.

(a) The penalty fee for late registration shall be in accordance with the following schedule:

<i>Number of Rental Units in Structure Owned by Landlord</i>	<i>Initial Penalty Fee for First Month</i>
<i>1-6 rental units</i>	<i>\$ 20</i>
<i>7-20 rental units</i>	<i>\$ 35</i>
<i>Over 20 rental units</i>	<i>\$ 50</i>

(b) After the first month, the fee for late registration shall be increased monthly thereafter by an additional 20% of the amount listed in the above schedule, the fee to accrue on the fifteenth day of each subsequent month the landlord fails to register as required by this section.

(E) Unlicensed rental. No rental unit may be rented and no new lease may be entered into and no lease may be renewed until and unless a valid license to operate as a landlord in the Village has issued pursuant to this section, or while a license is suspended or revoked for failure to comply with the requirements of § 150.037 or for some other reason. A rental inspection upon any new rental or change of tenant is required pursuant to § 150.098 of this Code.

(F) Prosecution of violations. Any violation of this section shall, in the Village's discretion, be subject to prosecution either in the Circuit Court of Cook County or through the Village's administrative adjudication program.

(G) Appeal; reinstatement of license. Any person whose license to operate as a landlord in the Village has been suspended or revoked shall be entitled to an appeal hearing before the Village Manager. A request for such appeal shall be made in writing and shall be filed with the

Village Manager within 15 days following the suspension or revocation of the license by the Village. License suspensions or revocations may be lifted or rescinded, upon proof of compliance with all requirements for issuance of a license, including satisfaction of any outstanding fines or judgment amounts owed the Village for violations of this chapter.

(1997 Code, § 16.14) (Ord. 88-5, passed 7-28- 1988; Am. Ord. CO-05-12, passed 4-18-2005; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2012-03, passed 1-17-2012; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.101 POSTING OF INFORMATION RELATING TO RESIDENTIAL RENTAL PROPERTY.

The landlord of any building containing 3 or more rental dwelling units and of any commercial property shall cause the following information to be posted at all times in a conspicuous place at or near the principal entrance to said building, unless the building is occupied by said landlord:

(A) The name of the landlord of the building along with a telephone number at which or through which the landlord can be contacted at all times; or

(B) Where the building is operated, controlled or managed by a person or entity other than the landlord, including but not limited to all rental units owned by a land trust, the name of such person or entity, along with a telephone number at which or through which said person or entity can be contacted at all times.

(1997 Code, § 16.15) (Ord. 88-5, passed 7-28-1988)

§ 150.102 AUTHORITY OF VILLAGE MANAGER TO ISSUE RULES AND REGULATIONS.

The Village Manager may issue reasonable rules and regulations to enforce the provisions of §§ 150.100 and 150.101.

(1997 Code, § 16.16) (Ord. 84-2, passed 1-26-1984)

§ 150.103 OCCUPANCY AFFIDAVIT AND ZONING DISTRICT ACKNOWLEDGMENT.

(A) The purchaser (or grantee or assignee) of any residential property in the Village is required to furnish, to the Department of Community Development, on a form supplied by the Building and Code Enforcement Department, an occupancy affidavit acknowledging purchase of a dwelling unit or units, acknowledging the type of dwelling being purchased (i.e. apartment, single-family home, two-family residence, or multi-family home with a specified number of apartments), acknowledging the maximum allowable number of occupants for each dwelling unit or apartment as determined by the Fire Department or Building and Code Enforcement Department pursuant to the applicable fire and property maintenance occupancy codes, as amended, acknowledging that no additional dwelling units or apartments may be created without the prior approval of the Village, and acknowledging that

failure to abide by the rules and regulations of the Village could result in fines and/or mandatory deconversion. No real estate transfer stamps shall be issued by the Village unless an occupancy affidavit has been completed and received by the Building and Code Enforcement Department.

(B) (1) The purchaser (or grantee or assignee) of any property in the Village is required to furnish to the Department of Code Enforcement, on a form supplied by the Village, a zoning district acknowledgment form confirming:

(a) The zoning district designation of the real property being acquired;

(b) That use of the property is limited to only those uses listed as permitted uses under the applicable zoning district designation in the Village's zoning regulations, except:

1. Where the property is an existing legal non-conforming use, in which case the use is subject to the provisions of the Village's zoning regulations related to legal non-conforming uses; or

2. Where a special use permit has already been granted or is granted for the property by the Village President and Board of Trustees, in which case the use is subject to the terms and conditions of the special use permit ordinance;

(c) That failure to abide by the zoning regulations of the Village could result in fines, mandatory deconversion, or other legal action by the Village.

(2) No real estate transfer stamps shall be issued by the Village unless a zoning district acknowledgment form has been completed, executed by the purchaser and filed with the Village's Building and Code Enforcement Department.

(Ord. CO-08-01, passed 1-15-2008; Am. Ord. CO-09-01, passed 1-13-2009; Am. Ord. CO-09- 27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.104 CERTIFICATE OF OCCUPANCY.

(A) Applicability. A certificate of occupancy shall be required for any of the following:

(1) Occupancy and use of a building hereafter erected, altered or enlarged.

(2) A change in use of an existing building.

(3) Occupancy and use of vacant land.

(4) Change in the use of land to a different classification.

(B) Authority and execution. The Building Director shall be responsible for determining compliance with this section and all other applicable ordinances, prior to issuance of a certificate of occupancy. If approved, the certificate of occupancy shall be issued within 10 days after the erection or alteration or change in use of such building has been completed. A

record of all certificates of occupancy shall be kept on file and copies shall be available on request to any person for a fee specified by the Village.

(C) Procedure.

(1) Written application for a certificate of occupancy for the use of vacant land, or for a change in the use of land or of a building, as herein provided, shall be made to the Building Director.

(2) If the proposed use is in conformity with the provisions of this section, the certificate of occupancy shall be issued within 10 days after the application has been filed. Each certificate of occupancy shall state that the building or proposed use of a building or land complies with all of the provisions of this section.

(3) A temporary certificate of occupancy may be issued by the Zoning Administrator for a period of not more than 6 months during the completion of the construction of the building or of alterations which are required under the terms of any law or ordinance. Such temporary certificate of occupancy may be renewed, but shall not be construed in any way to alter the respective rights, duties or obligations of the owner or of the Village relating to the use or occupancy of the land or building. A temporary certificate of occupancy shall not be issued except under such restrictions and provisions as will adequately insure the safety of occupants.

(4) A certificate of occupancy shall be applied for coincidentally with the application for a zoning permit.

(Ord. CO-2010-006, passed 4-15-2010; Am. Ord. CO-2021-21, passed 8-17-2021)

ELEVATION INSPECTION PROGRAM AND STANDARDS

§ 150.120 ELEVATION INSPECTION PROGRAM AND STANDARDS.

(A) The Village hereby adopts and provides for a program of elevator inspections (the "Program") to be operated and administered in compliance with the Elevator Safety and Regulation Act (225 ILCS 312/1 et seq.) (the "Act"), as amended, and any Administrative Rules adopted thereunder.

(B) (1) The following standards, as published by the American Society of Mechanical Engineers, American National Standards, and American Society of Civil Engineers, are hereby adopted by reference as the Elevator Codes of the Village and, except as modified in this chapter, each and all of the regulations, provisions and conditions and terms of the below listed standards are hereby referred to, adopted and made a part hereof by reference as if fully set forth in this Code:

(a) American Society of Mechanical Engineers (ASME):

1. *Safety Code for Elevators and Escalators (ASME A17.1-2005) A17.1(a)-2005 and A17.1(s)-2005;*
2. *Guide for Inspection of Elevators, Escalators, and Moving Walks (ASME 17.2-2004);*
3. *Safety Code for Existing Elevators and Escalators (ASME A17.3-2005);*
4. *Safety Standard for Platform Lifts and Stairway Chairlifts (ASME A18.1-2005); and*
5. *Standard for the Qualification of Elevator Inspectors (ASME QEI-1-2004);*

(b) American National Standards:

1. *Safety Requirements of Personal Hoists and Employee Elevators (ANSI A10.4-2004);*

(c) American Society of Civil Engineers (ASCE):

1. *Automated People Mover Standards (ASCE 21-2000).*

(2) At least 3 copies of each of the referenced Codes shall be kept on file in the Office of Village Clerk for public inspection. Copies shall also be made available in the Office of the Building Director and at the Maywood Public Library for public inspection.

(C) Inspection fees under the Program shall be as set forth in § 150.004(D)(2).

(Ord. CO-08-11, passed 2-19-2008; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2021-21, passed 8-17-2021)

§ 150.999 PENALTY.

(A) General penalty. Whoever violates any provision of this chapter for which no specific penalty is provided shall be punished as set forth in § 10.99.

(B) Landlord registration and information. Any person violating the terms and conditions of §§ 150.100 through 150.102, including but not limited to engaging in rental activity during periods where they have no license or their license has been suspended or revoked, shall be subject to a penalty of not less than \$100 and not more than \$1,000, with each and every day that the violation is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of §§ 150.100 through 150.102, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of §§ 150.100 through 150.102 shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

(C) Deconversion amnesty. Any person or entity found to have accepted benefits under an amnesty program as detailed in § 150.098(N), and who then illegally reconverts the property to a multi-family dwelling or otherwise modifies the property in a way not authorized by the Village Code and regulations adopted thereunder, shall be subject to a penalty of not less than

\$250 and not more than \$1,500, with each and every day that the violation is allowed to remain in effect being deemed a complete and separate offense.

(D) Enhanced penalties for misleading or false information. Any person who has violated any section of this chapter and is found in addition to have intentionally misled the Village, a buyer or lessee of the property, or the public by providing misleading or false information shall be subject to a penalty of not less than \$250 and not more than \$1,500, with each and every day that the violation is allowed to remain in effect being deemed a complete and separate offense.

(E) Violation placards. Upon suspension or revocation of a license to operate as a landlord in the Village, the Village may post a placard on any portion of such landlord's property containing a rental unit that provides that the license to operate as a landlord in the Village has been suspended or revoked and that no new leases may be entered into and no leases may be renewed until the proper license is secured. A placard may only be removed by the Village upon full compliance with this section. Unauthorized removal or defacement of a placard posted pursuant to this section by other than Village personnel is a separate violation, and is subject to a fine in an amount not less than \$250 and no more than \$1,000 and the award to the Village of its reasonable attorneys' fees in enforcing such violation.

(1997 Code, § 16.17) (Ord. 84-2, passed 1-26- 1984; Am. Ord. C0-05-12, passed 4-18-2005; Am. Ord. C0-08-01, passed 1-15-2008; Am. Ord. C0-2012-03, passed 1-17-2012)



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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: May 10, 2023
RE: Employer / Worksite Agreement with Black Men United ("BMU") for Operation of a DHS Youth Work Program

Per the recommendation of the Acting Village Manager, I have enclosed the following documents for your review, consideration and action at an upcoming Combined Committee of the Whole / Special Village Board Meeting:

1. RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF AN EMPLOYER / WORKSITE AGREEMENT WITH BLACK MEN UNITED (BMU) FOR DHS YOUTH WORK PROGRAM
2. Employer / Worksite Agreement (Exhibit "A" to the Resolution).

The enclosed Agreement relates to the cooperation of Black Men United ("BMU") and the Village of Maywood ("Village") regarding the operation of a DHS Youth Work Program within the Village. Per Section 5 of the Agreement, BMU will reimburse the Village for wages paid to Program participants using the DHS Youth Program Grant funds in accordance with the terms of the Agreement.

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, Human Resources Director (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2023-___

**A RESOLUTION RATIFYING THE APPROVAL
AND EXECUTION OF AN EMPLOYER / WORKSITE AGREEMENT
WITH BLACK MEN UNITED (BMU) FOR DHS YOUTH WORK PROGRAM**

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 Village Board and Black Men United ("BMU") of Chicago, Illinois have jointly determined that it is in the best interests of the Village of Maywood ("Village"), its residents, property owners, businesses and the public to enter into the attached Employer / Worksite Agreement for the operation of a DHS Youth Work Program within the Village (the "Agreement"). A copy of the Agreement, which contains all of the terms, conditions and obligations that the parties will be responsible for as part of their participation in the Agreement, 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 approve and enter into the attached Agreement, and find that entering into the Agreement is in the best interests of the Village, its residents, property owners, 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: 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 Agreement. The President and Board of Trustees of the Village of Maywood authorize and approve the execution of the attached Agreement (Exhibit "A").

SECTION 3: Execution of the Agreement and Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the attached Agreement (Exhibit "A"), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all 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, or its designee, to forward a certified copy of this Resolution and a fully executed copy of the Agreement to BMU for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 16th day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 16th day of May, 2023 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"

**EMPLOYER / WORKSITE AGREEMENT
WITH
BLACK MEN UNITED (BMU) FOR DHS YOUTH WORK PROGRAM
(attached)**



Employer/Worksite Agreements

All subsidized youth employment opportunities must have signed Employer Agreements. Signatures are encouraged but not required for *unsubsidized* employment agreements.

Worksite Agreement									
Performance Period for this agreement					to				
Is hereby designated as a DHS Youth Program worksite.									
By (hereafter known as the agency)									
Company Information <i>Black Men United</i> <i>Headquarters 4255 W. Division</i>									
Company Contact		<i>Donyell Wynn</i>				Phone		<i>312-701-4214</i>	
Contact Person Email		<i>donyell.wynn@blackmenunitedusa.org</i>							
Company Address <i>Proviso Township Location 2125 W 21st St.</i>									
City		<i>Broadview / Chicago</i>		State		<i>IL</i>		Zip Code <i>60155 60651</i>	
Worksite Is:		<input type="checkbox"/> <i>Government</i>		<input type="checkbox"/> <i>Private Non-Profit</i>		<input checked="" type="checkbox"/> <i>Private</i>			
Worksite Information									
Worksite 1		<i>Village of Maywood</i>				County		<i>Cook</i>	
Street		<i>To Madison Street</i>				Phone		<i>708-450-4414</i>	
City		<i>Maywood</i>		State		<i>IL</i>		Zip code <i>60153</i>	
Supervisor		<i>Greg Buchanan</i>		Phone		<i>708-774-3621</i>		Work Days <i>Mon-Friday</i>	
Staff at this location with acceptable background checks						Work Hours		<i>8:30 - 2:30 p.m</i>	
Worksite 2									
Street						County			
City				State		Phone		Zip code	
Supervisor				Phone				Work Days	
Staff at this location with acceptable background checks						Work Hours			
Worksite 3									
Street						County			
City				State		Phone		Zip code	
Supervisor				Phone				Work Days	
Staff at this location with acceptable background checks						Work Hours			
Background Check									



Worksite Agreement

May 2021 v1

The worksite ensures background checks are completed for any staff or volunteer that may come into contact with a minor youth AND for all staff involved in direct service provision for any program youth. The policy should include procedures for interpreting and making employment decisions based on the results. All supervisors of youth at worksites subsidized under this program must pass a background check conducted prior to being allowed to supervise any youth.

Company policy on employment decisions based upon background check results

Signature

Date
4-21-2023

Agency Signature

Date

Start Date	Job Title	Hourly Wage	Subsidized Wage	# Hours	Participant

CONDITIONS AND TERMS

Conditions and terms of successful probationary employment, thereby ensuring that when these terms & conditions are met, the youth's employment may continue under the employer unsubsidized.

Commitment on the part of the employer to provide long term employment opportunities and not just subsidized employment	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Commitment on the part of the employer to provide weekly documentation (including signed timesheets) to the provider to verify hours worked etc. for each youth employed along with other attendance information and concerns.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Commitment on the part of the employer to complete Worksite Evaluations/Workplace Skills	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>



Worksite Agreement

May 2021 v1

Commitment on the part of the employer to complete employment termination report if participant employment ends during the period of subsidized employment or within 3 months following the youth's period of subsidized for those youth that continue unsubsidized.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Commitment on the part of the employer to provide employment verification and status information for program youth to the provider upon request up to 9 months following the youth's period of subsidized employment for those youth that continue unsubsidized.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
We agree to adhere to current workplace safety guidelines	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
We agree that worksites for youth adhere to applicable federal/state wage, labor, and workers' compensation laws.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

WORK DESCRIPTION

An individual served under this Agreement will be referred to as an "employee." A Job Description describing task and responsibilities will be written for each employee served under this agreement. A duly recognized representative, such as a manager or supervisor, may sign for the Worksite. Job Description shall by reference be made a part of this Agreement.

PERFORMANCE OF WORK

START OF WORK:

The Worksite will not start the employee at work until this Agreement, and a Job Description and Worksite Agreement Addendum has been completed for the employee. The start of work must not precede the Date of this agreement or the last signature date.

TERMINATION FOR CONVENIENCE

The performance of work under this Agreement may be terminated in completely or from time to time in part by contracting agency when it determines that such termination is in the best interest of the agency. Termination for work hereunder shall be effected by delivery to the Worksite of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

The Worksite shall notify the agency of any changes to the required hours and work necessary to be performed by the Employee in order to effectuate any terminations due to lack of work.

TERMINATION FOR REASONS OF DEFAULT:

The agency by written notice of default to the Worksite may, terminate the whole or any part of this Agreement in any one of the following circumstances:

- failure to perform the services specified herein
- failure to perform any of the other provisions of this Agreement,
- failure to make progress as to endanger performance under this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the agency may authorize in writing) after receipt of notice specifying such failure.



Worksite Agreement
WORKSITE REQUIREMENTS

1. EQUAL OPPORTUNITY:

- a. The Worksite will not discriminate against any employee because of race, color, religion, sex, or national origin.

2. STATEMENT OF WORKSITE PERSONNEL POLICY:

- a. The Worksite will provide a copy of its policy to the employee covering any specific rules or regulations by which the employee is expected to abide, including benefits information and grievance procedures.

b. MISCELLANEOUS PROVISIONS

A. PAYMENTS:

- 1. The Worksite will assist the agency by providing the appropriate documentation (signed timesheets) to the agency on a timely basis to ensure the Employee is paid on a timely basis.
- 2. All hours must be rounded to the nearest quarter hour on a daily basis.

B. CHANGES:

- 1. There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.
- 2. Requests for interpretations of the Agreement provisions shall be directed to the agency and must be in writing. No interpretations shall be official or binding upon the Worksite unless it is received in written form.

3. DISPUTES:

All disputes should be resolved informally. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Worksite to resolve disputes with Employees. If the Worksite has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from the Local Workforce Boards Grievance Procedures.

4. ATTESTATION REGARDING EMPLOYMENT OF EMPLOYEE:

The Worksite can presently employ none of the employees served under this Agreement, nor can they be presently on a layoff status subject to recall by the Worksite or other like status with the Worksite.

5. SUBJECT TO FUNDING/BUDGET:

It is expressly understood by and between the parties hereto that the agency is serving solely as distributor of funds provided under the DHS Youth Programs grant and is not obligated to disburse monies from general funds or otherwise to make payments described herein, and further, that this distribution is contingent upon the receipt of DHS funds. The agency reserves the right to institute an administrative modification to reduce in whole or in part the monies provided under this Agreement should available monies become insufficient to continue Agreement levels.

6. HOLD HARMLESS:

The Worksite agrees to indemnify and hold harmless the agency, their officers, officials and employees from and against all claims, liabilities, the damages or suits of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Worksite, its delegates agents or employees, or due to any act or occurrence of omission of the Worksite, including but not limited to costs and a reasonable attorney's fee. In suits against the



Worksite Agreement

May 2021 v1

agency arising out of this agreement, the agency, at its sole option, may defend itself or require the Worksite to provide the defense.

7. DEBARMENT AND SUSPENSION:

The Worksite certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal or State department or agency.

8. RELATIONSHIP OF PARTIES:

The Worksite does not become the agent of the agency for any purpose pursuant to this Agreement, and will make no representation of such. In agreeing to provide direction and supervision for the employee(s), the Worksite understands that this does not make any employee an employee or agent of the agency, nor is the agency liable to the Worksite or any third party by reason of any future act or failure to act by any employee on or off the job.

ASSURANCES AND CERTIFICATIONS

By entering into this Agreement, the Worksite hereby acknowledges, and agrees to comply with, the following statutory, regulatory and policy provisions:

1. RELOCATION:

Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite's business.

2. MAINTENANCE OF EFFORT:

The Worksite assures that this agreement will only provide for employment opportunities that are necessary for disaster recovery associated with the covered disaster.

3. DISPLACEMENT OF CURRENTLY EMPLOYED WORKERS:

The Worksite assures that no currently employed worker shall be displaced by any employee, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits. No employee shall be employed or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the Worksite has terminated the employment of any regular employee, or has otherwise reduced its work force with the intention of filling the vacancy so created by utilizing an employee.

4. HEALTH AND SAFETY STANDARDS:

Health and safety standards otherwise applicable to working conditions of disaster employees shall be equally applicable to working conditions of the regular employees. The Worksite assures that appropriate standard for health and safety will be maintained, including adherence to both federal and state Child Labor Laws.

5. SECTARIAN ACTIVITIES:

The Worksite assures that employees will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.

6. COLLECTIVE BARGAINING AND UNION ACTIVITIES:



Worksite Agreement

May 2021 v1

The Worksite assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Worksite and other parties, nor will this agreement assist, promote or deter union organization.

7. LOBBYING AND POLITICAL ACTIVITIES:

The Worksite assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.

REPRESENTATIONS AND UNDERSTANDING:

The Worksite agrees to operate this worksite in accordance with the provisions, conditions and specifications as follows:

- A. To insure that employees assigned to this worksite will only perform tasks related to the job description
- B. To insure that the agency contact person will be notified as soon as all tasks which are necessary have been completed
- C. To insure compliance with governing state and federal laws and policy
- D. To provide adequate supervision and safety training for the subsidized employees
- E. To provide sufficient work to fully occupy the employees' working hours
- F. To maintain the worksite timesheets and monitoring of hours and attendance
- G. To adhere to applicable wage and hour regulations
- H. To insure safe and sanitary working conditions
- I. To file injury reports when applicable and immediately advise the agency and Workers' Compensation provider
- J. To insure that no subsidized employee will be involved in any sectarian or political activities

The Worksite understands that no part of this Agreement, including any Addenda, may be subcontracted to a third party without the express written consent of the agency.

- A. The Worksite will immediately advise the agency in writing of any actions, suits, claims or grievances filed against the subsidized employee, the agency, State of Illinois, federal officials or any other individuals that in any way relates to this Agreement.
- B. The Worksite represents that it has the power and authority to execute this Agreement and perform the services specified in any Addenda to this Agreement.

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-2023-___

**A RESOLUTION RATIFYING THE APPROVAL
AND EXECUTION OF AN EMPLOYER / WORKSITE AGREEMENT
WITH BLACK MEN UNITED (BMU) FOR DHS YOUTH WORK PROGRAM**

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 16th day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of May, 2023.

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 16th day of May, 2023.

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: May 10, 2023
RE: Proposal for Preparation of Historic District Nomination and Certification by Benjamin Historic Certifications, LLC within a Portion of the Madison Street / Fifth Avenue TIF District

I have enclosed the following documents for review, consideration and action at the May 16, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

- 1. ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A PROPOSAL OF BENJAMIN HISTORIC CERTIFICATIONS, LLC FOR THE PREPARATION OF A MAYWOOD HISTORIC DISTRICT NOMINATION TO ASSIST WITH RECOGNITION OF A VILLAGE HISTORIC DISTRICT AND TO FACILITATE NATIONAL, STATE AND LOCAL REGISTER AND LANDMARK DESIGNATIONS OF CERTAIN PROPERTIES LOCATED OUTSIDE AND WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF GENERAL CORPORATE FUNDS AND MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PROJECT, with a copy of the Proposal dated July 5, 2022 and attached to the Ordinance as Exhibit "A".
- 2. Village Staff Memo dated May 16, 2023 prepared by Angela Smith, Director of Community Development Department.

Project and Scope of Work

Per the Village Staff's Memorandum dated May 16, 2023, under its Proposal, Benjamin Historic Certifications, LLC ("BHC") agrees to prepare a Maywood Historic District Nomination to assist with recognition of a Village Historic District and to facilitate National, State and Local Register and Landmark Designations of certain properties located outside and within the Madison Street / Fifth Avenue Tax Increment Financing District. The fee to complete the work is \$28,000.00.

Eligibility of Project for TIF Reimbursement

A portion of the services to be provided by BHC qualify as TIF eligible "redevelopment project costs", which means they will be eligible for payment from the Madison Street / Fifth Avenue TIF District Fund because: (1) a portion of the properties located within the proposed Village Historic District are located within the Madison Street / Fifth Avenue TIF District; and (2) these costs are for the type of work that are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, which include:

- (q) "Redevelopment project costs", except for redevelopment project areas created pursuant to subsections (p-1) or (p-2), means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project. Such costs include, without limitation, the following: ***

- (1) Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services,
- (1.6) The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;

Compliance with the Madison Street / Fifth Avenue TIF Redevelopment Plan and Project

The proposed Project complies with the goals and objectives of the Madison Street / Fifth Avenue TIF Redevelopment Plan and Project (adopted January 1997 and amended in October 2020) and the Plan supports the use of TIF District Funds to pay the economic incentive for the Project.

If there are any questions, please feel free to 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 Department (w/ encls.)
Walter Duncan, Director of Building & Code (w/ encls.)
Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A PROPOSAL OF BENJAMIN HISTORIC CERTIFICATIONS, LLC FOR THE PREPARATION OF A MAYWOOD HISTORIC DISTRICT NOMINATION TO ASSIST WITH RECOGNITION OF A VILLAGE HISTORIC DISTRICT AND TO FACILITATE NATIONAL, STATE AND LOCAL REGISTER AND LANDMARK DESIGNATIONS OF CERTAIN PROPERTIES LOCATED OUTSIDE AND WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF GENERAL CORPORATE FUNDS AND MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PROJECT

WHEREAS, the Village of Maywood (the "Village") has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties to achieve the aforesaid purposes, and to otherwise take action in the best interests of the Village; and

WHEREAS, the Village is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, pursuant to Ordinance No. CO-97-01, Ordinance No. CO-97-02 and Ordinance No. CO-97-03, adopted March 27, 1997, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's "Madison Street / Fifth Avenue Tax Increment Financing District" (the "TIF District"); and

WHEREAS, pursuant to Ordinance Number CO-2013-12 (adopted March 13, 2013) and Ordinance Numbers CO-2020-39, CO-2020-40 and CO-2020-41, adopted December 29, 2020, the Village approved amendments to the TIF Plan in order to extend the term of the TIF District to December 31, 2032; and

WHEREAS, the TIF District was established as a bonded TIF District, and as a "pay-as-you-go" funded TIF District, which means that incremental tax revenues would be used to pay for Village-approved eligible TIF project costs or TIF economic incentives as such funds are generated through year-to-year increases in the equalized assessed valuation ("EAV") of the properties within the TIF District. There are no bond proceeds or other debt financing issued to pay for eligible TIF project costs or TIF economic incentives at this time; and

WHEREAS, it is necessary for the successful completion of the TIF Plan and Project that the Village enters into the attached "Proposal" dated July 5, 2022 issued by Benjamin Historic Certifications, LLC ("BHC"), who agrees to prepare a Maywood Historic District Nomination to assist with recognition of a Village Historic District and to facilitate National, State and Local Register and Landmark Designations of certain properties located outside and within the Madison Street / Fifth Avenue Tax Increment Financing District. The fee to complete the work is \$28,000.00. Completion of the Maywood Historic District Nomination is intended to encourage investment and economic redevelopment within the TIF District, thereby implementing the TIF Plan. A copy of the Proposal is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Village is authorized under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) (the "Economic Development Statute") to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise, that are deemed necessary or desirable for the promotion of economic development within the Village; and

WHEREAS, the President and Board of Trustees of the Village agree to appropriate and authorize the expenditure of the necessary General Corporate TIF District funds to pay for TIF eligible redevelopment project costs (as defined under the TIF Act) incurred relative to the work performed under the Proposal in accordance with the applicable provisions of the TIF Act and the Economic Development Statute; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Proposal (**Exhibit "A"**) and to approve the expenditure of its TIF District Funds for the TIF eligible redevelopment costs associated with the Project pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5), and the TIF Act, and finds that entering into this Proposal is in the best interests of the Village.

BE IT ORDAINED 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 Ordinance are found to be true and correct and are adopted as part of this Ordinance.

SECTION 2: Authority. The Village is a duly constituted and organized home rule municipality, as described in Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. The adoption of this Ordinance implements the TIF Plan in accordance with the TIF Act.

SECTION 3: Execution and Delivery of Proposal and Other Documents. The President and Board of Trustees of the Village authorize the approval and execution of the Proposal (**Exhibit "A"**), for the purposes set forth in this Ordinance. The President and Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or their designee, to execute and deliver the executed, final version of the Proposal, 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 Proposal. The Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including this Ordinance and the Proposal, to the BHC for record retention purposes.

SECTION 4: Estimate of Expenditures. The Village intends to incur Expenditures in connection with the Project, consistent with the TIF Plan and in accordance with the Proposal, including, but not limited to, the following:

1. The actual, documented eligible "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), and as listed in the attached Proposal for the Project (**Exhibit "A"**) ("TIF Eligible Redevelopment Project Costs") incurred by the

BHC relative to the Project, including: (1) Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, ... (1.6) The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;

- 2. Costs for Village-related professional services related to the Project, including but not limited to legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

SECTION 5: Authorization of Expenditures Under the Proposal. The expenditure of funds from the TIF District Fund is authorized up to the prorated percentage portion of real properties located both within the Village Historic District boundaries and the TIF District boundaries based on the "not-to-exceed" \$28,000.00 fee set forth in the Proposal, provided that the BHC completes the Project. The Village authorizes payment of the balance of the fee from the General Corporate Funds based on the prorated percentage portion of real properties located within the Village Historic District boundaries but outside of the TIF District boundaries.

SECTION 6: Repealer; Severability. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Ratification. All actions of the President and Board of Trustees, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 8: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

ADOPTED this ___ day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of May, 2023, 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

Published by me in pamphlet form this ___ day of May, 2023.

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**Proposal dated July 5, 2022 from Benjamin Historic Certifications, LLC
for the Preparation of a Maywood Historic District Nomination
to Assist With Recognition of a Village Historic District
and to Facilitate National, State and Local Register
and Landmark Designations of Certain Village Properties**

(attached)



BENJAMIN
HISTORIC CERTIFICATIONS

Benjamin Historic Certifications, LLC
711 Marion Avenue
Highland Park, IL 60035
847-432-1865
847-432-1829 fax
www.benjaminhistoric.com

**PROPOSAL: Maywood 4th-5th Street Historic District
July 5, 2022**

This proposal is for the Village of Maywood by Susan Benjamin, Benjamin Historic Certifications, LLC, (hereafter Consultant) for the purpose of preparing a Maywood Historic District nomination for the Maywood Historic Preservation Commission for an area approximately bounded by 4th Avenue, Lake Street, 5th Avenue and Washington Street. The consultant will create the Historic District nomination, addressing the Criteria in Maywood's ordinance, ensuring that:

- (A) The District will Contain at least one property listed as a Maywood Landmark. Based on the Survey, it might contain other properties that are eligible for listing as a Maywood Landmark. It shall generally contain buildings, structures, sites or areas within the District boundaries that are of such historic and architectural significance that many not be of such historic significance to be designated as landmarks but contribute to the overall visual characteristics of the landmark or landmarks located in the District. How each meets this criterion will be explained in the nomination
- (B) (158.07)
 - a. Each property shall contain the names and addresses of the property owners. They shall be assembled with the help of the Preservation Commission and the Maywood staff.
 - b. The boundary map will be included in the nomination.
 - c. The area and the properties within the area will be physically described and the reasons and reasons in support of the Historic District will be enumerated.
 - d. A log and photographs listed in the log will be incorporated into the report. The photographs will be representative of historic and architecturally significant properties by style and type, structures, buildings, sites or sub areas within the District that support the significance of the District will be included.
 - e. petition in support of the designation of the area as a Historic District, containing the printed names, addresses and signatures of no less that 51% of the property owners, or, If lease holders with a 5-year or longer leasehold interest are signatories to the petition shall

be included so that there will be no less than 51% of the property owners and/or leaseholders. This will be done in coordination with Preservation Commission members and Maywood Staff.

C) The proposed Historic District will establish a sense of time and place unique to the Village. This will be accomplished by comparing the history of the area to other areas in the Village of Maywood after research is completed on the history and architecture

D) The Proposed Historic District will exemplify or reflect the cultural, social, economic, political and/or architectural history of the Village, the state, the county or the nation.

The Consultant agrees to provide the following services:

I Survey the proposed area for designation as a Maywood Landmark

Drive the streets of the proposed survey area to establish preliminary boundaries that contain several buildings that would contribute to the significance of the survey area. Make a preliminary map of the proposed survey area. Discuss with Preservation Commission to finalize boundaries of the Historic District

Develop a survey form to gather information necessary to incorporate into the local landmark nomination of a Historic District. It will include a physical description of each property including buildings and structures on the property and a statement of historical and architectural significance of each building and secondary structures. It will also contain an evaluation of the significance for each property and its buildings as eligible for listing on the National Register, eligible for listing as a Maywood Landmark and whether it is a Contributing building in the proposed Historic District.

Photograph the survey area, including street views, views of all individual buildings as well as secondary structures, and views of vacant properties. Create a log of the photographs and map them.

II Create a landmark nomination for the Historic District that will contain:

a. A history of the Historic District.

Assemble a history of the area proposed for designation of the Historic District. The nomination discuss its significance in relation to the overall history of the Village of Maywood during the periods of development of the Village. Write a history of they types of buildings in the District: including houses, multifamily housing, churches, commercial buildings, financial institutions, cultural and educational institutions and fraternal organizations and any other types of buildings found in the area

Explain how the District has significant value as part of the historic, heritage or cultural characteristics of the Village and/or county, state of Illinois or country

Research individuals who are identified with and/or significant in the development of the District. Discuss them in the context of the Development of Maywood. These will include those who lived and/or worked in the buildings in the proposed Historic District a well as developers.

Discuss how the area proposed for Historic District nomination would have been associated with any historic events in the Village

b. A discussion of the Architecture of the Historic District and its significance will be included.

The Consultant will:

Create a history of architectural styles of buildings in the Historic District, with illustrations, including distinguishing characteristics of each style as well as building types stylistically (houses, multifamily housing, churches, commercial buildings, financial institutions, cultural and educational institutions and fraternal organizations). Place the architectural development of styles in Historic District in the context of the historical styles and types of buildings in the Village of Maywood. Discuss the architectural integrity of each building.

Write biographies of architects who practiced in the Historic District, including information on other work each has done in Maywood and elsewhere. Discuss the significance of each architect who practiced in the District. If known discuss the builders, engineers and craftsman who practiced in the proposed Historic District.

III Complete and submit nomination for Historic District

The nomination for the Historic District will include, in addition to historical and architectural information, endnotes, a bibliography, a discussion on how the District meets Criteria in the Ordinance, a history of preservation efforts in Maywood including current information on this nomination, the Survey Forms with photos attached, a photo log keyed into a map of the area. The nomination form will include a spread sheet with the properties in the District with basic information, containing the address, the ownership, the use, the style of the buildings on each property and an evaluation of the significance of the properties, plus any information that is requested to include.

IV Process

Once this proposal is converted into a contract with an agreed-upon fee, the Consultant will draw up a draft outline of the boundaries of the Historic District, present it to the Commission via Zoom if need be, so all agree upon the boundaries. After they are firmed up, the consultant will survey the District, review the National Register nomination material and begin research. After completion of the research and the Historic District nomination is written, it will be submitted to the Commission for approval and the Designation Procedures as outlined in 158.11 will begin. The Consultant will be available as needed during the entire process and additions and changes from the Commission will be incorporated into the nomination. The Commission members, other volunteers, and Village staff will assist in providing names of owners, addresses, mailing and other assistance more easily done by the Village.

V. Fee

The Fee for the nomination, based on an hourly rate of \$150/hour for the Principal and \$125/hour by the Associate will be \$28,000.

The Village of Maywood will be invoiced in quarterly increments of \$7000. Reimbursables would be for copies, mailing and other incidentals not to exceed \$1000.

Payment #1, Retainer. When a contract is signed

Payment #2, At completion of Survey

Payment #3, when Historic District draft is complete

Payment #4, when District is approved by Commission and forwarded to Village Board

Susan S. Benjamin

Principal, Benjamin Historic Certifications, LLC

312-203-1808; ssbenjamin@sbcglobal.net

Deb Carey, Associate

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

ORDINANCE NO. CO-2023-_____

AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A PROPOSAL OF BENJAMIN HISTORIC CERTIFICATIONS, LLC FOR THE PREPARATION OF A MAYWOOD HISTORIC DISTRICT NOMINATION TO ASSIST WITH RECOGNITION OF A VILLAGE HISTORIC DISTRICT AND TO FACILITATE NATIONAL, STATE AND LOCAL REGISTER AND LANDMARK DESIGNATIONS OF CERTAIN PROPERTIES LOCATED OUTSIDE AND WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF GENERAL CORPORATE FUNDS AND MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PROJECT

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the ___ day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of May, 2023.

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 May, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]

Village of



MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-6351
COMMUNITY DEVELOPMENT

TO: Jim Krischke, Acting Village Manager
FROM: Angela Smith, Community Development Director
DATE: May 16, 2023-BOT agenda
RE: Proposal for Services: Benjamin Historic Certifications

Please find attached a proposal attached for Benjamin Historic Certifications. This proposal comes as a request and recommendation from the Historic Commission. The Commission is seeking the expert Historic Consulting services of Susan Benjamin, a renowned Historic Consultant. The attached proposal outlines the services that will be rendered for the Village to create a State recognized Historic District nomination. The establishment of a Historic District will assist the Village in its Economic Development efforts as we look to Reimagining the Downtown District.

Recommendation:

Motion to approve expenditure of funds not to exceed \$30,000 from General Fund and Madison TIF and direction to the Manager to execute the attached agreement with Benjamin Historical Certifications.



BENJAMIN
HISTORIC CERTIFICATIONS

Benjamin Historic Certifications, LLC
711 Marion Avenue
Highland Park, IL 60035
847-432-1865
847-432-1829 fax
www.benjaminhistoric.com

PROPOSAL: Maywood 4th-5th Street Historic District
July 5, 2022

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(B) (158.07)

a. Each property shall contain the names and addresses of the property owners. They shall be assembled with the help of the Preservation Commission and the Maywood staff.

b. The boundary map will be included in the nomination.

c. The area and the properties within the area will be physically described and the reasons and reasons in support of the Historic District will be enumerated.

d. A log and photographs listed in the log will be incorporated into the report. The photographs will be representative of historic and architecturally significant properties by style and type, structures, buildings, sites or sub areas within the District that support the significance of the District will be included.

e. petition in support of the designation of the area as a Historic District, containing the printed names, addresses and signatures of no less that 51% of the property owners, or, If lease holders with a 5-year or longer leasehold interest are signatories to the petition shall

be included so that there will be no less than 51% of the property owners and/or leaseholders. This will be done in coordination with Preservation Commission members and Maywood Staff.

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Payment #1, Retainer. When a contract is signed

Payment #2, At completion of Survey

Payment #3, when Historic District draft is complete

Payment #4, when District is approved by Commission and forwarded to Village Board

Susan S. Benjamin

Principal, Benjamin Historic Certifications, LLC

312-203-1808; ssbenjamin@sbcglobal.net

Deb Carey, Associate

Village of



MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-4407
Community Development

TO: Jim Krischke, Interim Village Manager

FROM: Angela Smith, Director of Community Development
Michele Kitch, Business Attraction and Retention Coordinator

DATE: May 16, 2023 BOT

RE: Yours Café & Bistro LLC

Background:

The Community Development Department has been working with Yours Café & Bistro regarding the proposed development at 1115 S 5th. Yours Café & Bistro LLC was registered in the State of Illinois in 2023 by Ms. Tori Garron. The proposed development (“Project”) is designed to bring a white tablecloth dining experience, spirits and entertainment for the Maywood community. Additionally, the project will include outside dining areas. The business plans to operate 6 days per week and anticipates creating up to 12 new jobs along with several construction-related jobs. Ms. Garron has requested a Class 7a property tax incentive and TIF business improvement grant to offset a portion of the redevelopment costs and to normalize property tax costs in comparison to other nearby villages. The business will likely utilize the enterprise zone program to save on building material costs. The property at 1115 S 5th has been vacant for over 20 years.

Fiscal Impact:

The overall estimated ten-year revenue for development of the proposed Project is **over \$260,000** as follows:

Proposed Project: Yours Café & Bistro

Estimated Fiscal Impact

		Proposal Est. Annual Property Tax After 7a Incentive Building	Proposal Est. Annual Retail Sales Tax Maywood Share 2%	Total Tax Revenue 10 Years
Developed	1	\$ 10,800	\$ 13,650	\$ 24,450
	2	\$ 10,800	\$ 13,650	\$ 24,450
	3	\$ 10,854	\$ 14,060	\$ 24,914
	4	\$ 10,854	\$ 14,481	\$ 25,335
	5	\$ 10,854	\$ 14,916	\$ 25,770
	6	\$ 10,908	\$ 15,363	\$ 26,271
	7	\$ 10,908	\$ 15,824	\$ 26,732
	8	\$ 10,908	\$ 16,299	\$ 27,207
	9	\$ 10,963	\$ 16,788	\$ 27,751
	10	\$ 10,963	\$ 17,291	\$ 28,254
Total		\$ 108,812	\$ 152,322	\$ 261,134

Development Considerations:

The business will utilize 10 off-street parking spaces, on street parking and collective parking in the area to accommodate its parking needs. With the location in a residential area, residents will have the option of walking to and from the venue.

Next Steps:

Direction to the Village Attorney to prepare:

A resolution for the Cook County 7a property tax incentive; and

An ordinance approving the reimbursement of eligible project costs per the Maywood Matching Grant Business Improvement Program with the approval of funds up to \$25,000 to be paid upon completion.



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

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

www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik, Village Attorney
DATE: May 10, 2023
RE: Letter of Intent for Purchase and Redevelopment of 615 South 5th Avenue as a Grocery Store Site (Joseph's Fresh Markets, LLC)

I have enclosed the following document for your review, consideration and action during the May 16, 2023 Combined Committee of the Whole / Special Village Board Meeting:

ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A NON-BINDING LETTER OF INTENT WITH DEVELOPER JOSEPH'S FRESH MARKETS, LLC TO NEGOTIATE AND PREPARE AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT FOR THE SALE AND REDEVELOPMENT OF THE 615 SOUTH 5TH AVENUE PROPERTY FOR THE OPERATION OF A GROCERY STORE LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF MADISON STREET / FIFTH AVENUE TIF DISTRICT FUNDS TO PAY FOR VILLAGE-INCURRED TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE LETTER OF INTENT, with Non-Binding Letter of Intent attached as Exhibit "A".

As background, I have also enclosed a Village Staff Memorandum dated December 6, 2022 regarding RFP Responses for the purchase of the 615 South 5th Avenue property for redevelopment as a full-service grocery store (Email dated October 6, 2022 (2:16 PM) from Broker David McLennan relative to Proposal from owner of Market Fresh Foods and Letter of Intent from Living Fresh Market), which was presented at the January 10, 2023 Closed Meeting. There is a map of the proposed redevelopment of the 615 South 5th Avenue property attached as part of the non-binding Letter of Intent ("LOI") submitted by the Village Board's preferred developer, Joseph's Fresh Markets, LLC ("Developer").

The non-binding LOI proposes the following:

- A. The Village and the Developer will negotiate the terms of an economic incentive / redevelopment agreement for the purchase by the Developer of the 615 South 5th Avenue property for redevelopment as a full-service grocery store.
- B. The Developer proposes to purchase the Property (PINs: 15-11-336-020-0000 and 15-11-336-018-0000) for \$245,000.00, subject to a due diligence period.
- C. The Developer, or its assign, proposes to redevelop and operate the Property as a full-service grocery store.
- D. The Developer's proposal is contingent upon the Developer and the Property qualifying for \$4,000,000.00 in private and public financing (e.g., private lender, Cook County HUD Section 108 Loan Program – BUILT in Cook), grant funding and government economic incentives (e.g., Cook County Class 7B Real Estate Tax Incentive, Sales Tax Rebate Incentive Agreement, and TIF incentives).

- E. The Village will retain ownership of the parking lot parcels (PINs: 15-11-336-003-0000 and 15-11-344-006-0000) adjacent to the Property and maintain those parcels as a public parking lot, which may be used by customers and employees of the grocery store.
- F. The Village will provide ongoing police presence at the Property.
- G. Payment of real estate commissions to the Village's real estate broker (2.5% of net sales price) and the Developer's real estate broker (2.5% of net sales price).

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.)
- Michele Kitch, Business Attraction and Retention Coordinator (w/ encls.)
- Bill Peterhansen, Village Engineer (w/ encls.)
- Michael A. Marrs, KTJ (w/ encls.)

**AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF
A NON-BINDING LETTER OF INTENT WITH DEVELOPER JOSEPH'S FRESH MARKETS, LLC
TO NEGOTIATE AND PREPARE AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION
FINANCING DEVELOPMENT AGREEMENT FOR THE SALE AND REDEVELOPMENT OF
THE 615 SOUTH 5TH AVENUE PROPERTY FOR THE OPERATION OF A GROCERY STORE
LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT,
AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF
MADISON STREET / FIFTH AVENUE TIF DISTRICT FUNDS TO PAY FOR
VILLAGE-INCURRED TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE LETTER OF INTENT**

WHEREAS, the Village of Maywood (the "Village") has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties to achieve the aforesaid purposes, and to otherwise take action in the best interests of the Village; and

WHEREAS, the Village is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, pursuant to Ordinance No. CO-97-01, Ordinance No. CO-97-02 and Ordinance No. CO-97-03, adopted March 27, 1997, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's "Madison Street / Fifth Avenue Tax Increment Financing District" (the "TIF District"); and

WHEREAS, pursuant to Ordinance Number CO-2013-12 (adopted March 13, 2013) and Ordinance Numbers CO-2020-39, CO-2020-40 and CO-2020-41, adopted December 29, 2020, the Village approved amendments to the TIF Plan in order to extend the term of the TIF District to December 31, 2032; and

WHEREAS, the TIF District was established as a bonded TIF District, and as a "pay-as-you-go" funded TIF District, which means that incremental tax revenues would be used to pay for Village-approved eligible TIF project costs or TIF economic incentives as such funds are generated through year-to-year increases in the equalized assessed valuation ("EAV") of the properties within the TIF District. There are no bond proceeds or other debt financing issued to pay for eligible TIF project costs or TIF economic incentives at this time; and

WHEREAS, Joseph's Fresh Markets, LLC, an Illinois limited liability company (the "Developer"), has submitted to the Village a Non-Binding Letter of Intent dated October 28, 2022 ("LOI") to secure approval of the President and Board of Trustees of the Village ("Village Board") to negotiate an Economic Incentive And Tax Increment Allocation Financing Development Agreement (the "Redevelopment Agreement") for the sale and redevelopment of the 615 South 5th Avenue Property for

purposes of operating a full-service grocery store at the Property (the "Project"), which is located within the TIF District. A copy of the LOI is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, the LOI proposes the following:

- A. The Developer proposes to purchase the Property (PINs: 15-11-336-020-0000 and 15-11-336-018-0000) for \$245,000.00, subject to a due diligence period.
- B. The Developer, or its assign, proposes to redevelop and operate the Property as a full-service grocery store.
- C. The Developer's proposal is contingent upon the Developer and the Property qualifying for \$4,000,000.00 in private and public financing (e.g., private lender, Cook County HUD Section 108 Loan Program – BUILT in Cook), grant funding and government economic incentives (e.g., Cook County Class 7B Real Estate Tax Incentive, Sales Tax Rebate Incentive Agreement, and TIF incentives).
- D. The Village will retain ownership of the parking lot parcels (PINs: 15-11-336-003-0000 and 15-11-344-006-0000) adjacent to the Property and maintain those parcels as a public parking lot, which may be used by customers and employees of the grocery store.
- E. The Village will provide ongoing police presence at the Property.
- F. Payment of real estate commissions to the Village's real estate broker (2.5% of net sales price) and the Developer's real estate broker (2.5% of net sales price); and

WHEREAS, it is necessary for the Village to enter into the LOI in order to explore the viability of the Project and necessary for the Village to consider providing to the Developer an economic incentive, which will be more specifically detailed in the Redevelopment Agreement, to encourage the redevelopment of the Property, thereby implementing the TIF Plan.; and

WHEREAS, the Developer is unable and unwilling to undertake the redevelopment of the Property, but for certain tax increment financing ("TIF") incentives to be provided by the Village in accordance with the TIF Act and the home rule powers of the Village, which the Village is willing to provide under the terms and conditions contained in the attached Agreement. The Parties agree that, but for the TIF incentives, to be provided by the Village, the Developer cannot successfully and economically develop the Property in a manner satisfactory to the Village; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is desirable and in the Village's best interests to: (a) approve and enter into the LOI to assist the Developer in assessing the economic viability of the Project in order to stimulate and induce redevelopment of the Property; and (b) agree to pay certain actual, documented TIF eligible redevelopment project costs incurred by the Village as part of its due diligence in assessing the economic viability of the Project and in preparing the Redevelopment Agreement; and

WHEREAS, the Village is authorized under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) (the "Economic Development Statute") to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise, that are deemed necessary or desirable for the promotion of economic development within the Village; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached LOI (Exhibit "1") and to approve the expenditure of its TIF

District Funds for the TIF eligible redevelopment costs associated with the LOI and the proposed Project pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5), and the TIF Act, and finds that entering into the LOI is in the best interests of the Village.

BE IT ORDAINED 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 Ordinance are found to be true and correct and are adopted as part of this Ordinance.

SECTION 2: Authority. The Village is a duly constituted and organized home rule municipality, as described in Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. The adoption of this Ordinance implements the TIF Plan in accordance with the TIF Act.

SECTION 3: Execution and Delivery of Letter of Intent and Other Documents. The President and Board of Trustees of the Village authorize the approval and execution of the LOI (**Exhibit "1"**), for the purposes set forth in this Ordinance. The President and Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or their designee, to execute and deliver the executed, final version of the LOI, 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 LOI. The Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including this Ordinance and the LOI, to the Developer for record retention purposes.

SECTION 4: Estimate of Expenditures. The Village intends to incur Expenditures in connection with its due diligence work relative to the proposed Project and the negotiation of the Redevelopment Agreement, consistent with the TIF Plan and in accordance with the LOI, including, but not limited to, the following:

1. Costs for Village-related professional services related to the LOI and the proposed Project, including but not limited to legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services, and the preparation of a Redevelopment Agreement for consideration by the Village Board.

The Village Board is not authorizing the Expenditure of any TIF funds for payment to the Developer at this time under this Ordinance. The Developer is obligated to pay its costs regarding its due diligence work relative to the proposed Project and the negotiation of the Redevelopment Agreement.

SECTION 5: Authorization of Village-Incurred Expenditures Under the LOI. The expenditure of funds from the TIF District Fund is authorized relative to the costs set forth in Section 4 above.

SECTION 6: Repealer; Severability. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Ratification. All actions of the President and Board of Trustees, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 8: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

ADOPTED this ___ day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of May, 2023, 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

Published by me in pamphlet form this ___ day of May, 2023.

Gwaine Dianne Williams, Village Clerk

Exhibit "1"

**NON-BINDING LETTER OF INTENT WITH DEVELOPER JOSEPH'S FRESH MARKETS, LLC
TO NEGOTIATE AND PREPARE AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION
FINANCING DEVELOPMENT AGREEMENT FOR THE SALE AND REDEVELOPMENT OF
THE 615 SOUTH 5TH AVENUE PROPERTY FOR THE OPERATION OF A GROCERY STORE**

(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 annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2023-_____

**AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF
A NON-BINDING LETTER OF INTENT WITH DEVELOPER JOSEPH'S FRESH MARKETS, LLC
TO NEGOTIATE AND PREPARE AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION
FINANCING DEVELOPMENT AGREEMENT FOR THE SALE AND REDEVELOPMENT OF
THE 615 SOUTH 5TH AVENUE PROPERTY FOR THE OPERATION OF A GROCERY STORE
LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT,
AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF
MADISON STREET / FIFTH AVENUE TIF DISTRICT FUNDS TO PAY FOR
VILLAGE-INCURRED TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE LETTER OF INTENT**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the ___ day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of May, 2023.

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 May, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]



October 28, 2022

David McLennan
Pearson Realty Group
1000 N Milwaukee Avenue, Suite 201
Chicago, IL 60642

Delivered via email to david@pearsonrealtygroup.com

Dear David:

We are pleased to present to you this Letter of Intent for the purpose of outlining the terms on which we are willing to negotiate a sale (the "Sale") for the property located at 615 S. 5th Ave, Maywood, IL. PIN#15-11-336-020-0000 & PIN# 15-11-336-018-0000. This letter is not intended to be a binding contract, a sale, but is intended only to provide the basis for negotiations of the Sale and related documents between the Village of Maywood ("Seller") and Joseph's Fresh Markets, LLC or Assignee, ("Buyer").

LOCATION:	615 S. 5th Ave, Maywood, IL PIN#15-11-336-020-0000 & PIN# 15-11-336-018-0000. See Exhibit A
LEGAL DESCRIPTION:	Please provide.
SELLER:	Village of Maywood
BUYER:	Joseph's Fresh Markets, LLC or Assignee
SIZE:	22,000 sf retail building with 200 feet of frontage on 5th Ave
PURCHASE PRICE:	\$245,000
EARNEST MONEY:	Upon Buyer's execution of a formal Purchase Agreement/Sales Contract, Buyer shall make an earnest money deposit equivalent to \$10,000 with a title company mutually agreeable to both the seller and Buyer. The earnest money deposit shall be placed in an interest-bearing account with all earnings payable to the Buyer. The earnest money and accrued interest will be credited to the purchase price at closing or will be fully refundable to Buyer if Buyer decides not to proceed with the



transaction on or before the expiration of the Due Diligence period detailed below.

CLOSING DATE:

The closing of the purchase and sale of the Property shall take place within thirty (30) days after the expiration of the Due Diligence Period and the satisfaction of the conditions precedent set forth below.

DUE DILIGENCE:

Buyer will have a period of sixty (60) days for physical site due diligence with a total of one hundred eighty (180) days after execution of the Purchase Agreement for governmental permits and approvals and funding to:

- (1) inspect all aspects of Property, including without limitation, physical condition, environmental condition and economic feasibility of the Property. All such inspections shall be conducted at Buyer's sole cost and expense; and
- (2) to investigate and obtain, in its sole and absolute discretion, all governmental permits and approvals for Buyer's proposed use of the Property (the "Permits and Approvals"); and

**BUYER'S
CONTINGENCIES:**

Buyer has identified the following express contingencies which are conditions precedent to any obligation on the part of Buyer to close the transaction:

- (a) Buyer shall have approved of the condition of the Property prior to the expiration of the Due Diligence Period (180 days);
- (b) Buyer shall have obtained all Permits and Approvals prior to the expiration of the Due Diligence Period;
- (c) All of the representations and warranties of Seller set forth in the Purchase Agreement shall be true and correct in all material respects as of the closing, and Seller shall have complied with all material covenants and agreements of Seller set forth in the Purchase Agreement; and
- (d) There shall be no material change in the condition of the Property as of the date of the Agreement or the substantive matters reflected on the title commitment or survey approved by Buyer.
- (e) The Village of Maywood will convert the parking area of the Property into a municipal parking lot in order to



- provide an ongoing police presence upon mutually agreed upon terms for the Property.
- (f) This offer is contingent upon Buyer and Property qualifying for \$4,000,000 in financing, funding and governmental incentives at economic terms acceptable to Buyer to complete the redevelopment of the Property (see Exhibit B), which shall include but not be limited to the following:
- Cook County HUD Section 108 Loan Program (BUILT in Cook)
 - Cook County Class 7B Tax Incentive
 - Tax Increment Financing
 - Sales Tax Rebate Agreement
 - Grants from other entities who will support development of the Buyer's proposed use

TITLE INSURANCE:

Ten (10) days after execution of the Purchase Agreement, Seller will provide Buyer with a current title commitment for the Property issued by the Title Company. At closing, Seller, at Seller's sole expense, shall deliver an A.L.T.A. Owner's Policy of Title Insurance in the amount of the Purchase Price to Buyer, insuring marketable fee simple title in the name of Buyer, without standard exceptions and subject only to such matters as specifically approved by Buyer in writing. Seller will be responsible for obtaining any surveys required to obtain the Owner's Policy without standard exceptions. Any endorsements to the title policy required by Buyer, shall be paid for by Seller.

DELIVERIES:

Seller will convey the Property by Trustee's Deed. In addition, Seller shall execute and deliver all other documents which are reasonably necessary to consummate the transaction.

TRANSACTION COSTS:

Seller shall credit five percent (5%) of Purchase Price towards Buyer's closing costs.

All items customarily prorated in commercial transactions of this type shall be prorated at closing. Real estate taxes shall be prorated based on the most recent ascertainable bills in accordance with local custom of the County in which the Property is located. Special assessments, if any, which are to be paid in installments shall be prorated as of the date of closing in accordance with local custom as determined by the title company.



CONTRACT:

Upon the agreement of terms, Seller will direct their attorney to prepare a formal Purchase Agreement/Sales Contract based upon the terms and conditions in the Letter of Intent.

REVIEW & ATTORNEY APPROVAL:

This Letter of Intent does not constitute a binding contract between the Buyer and Seller but is rather intended to outline the economic terms and conditions under which the formal contract could be entered into. Accordingly, this Letter of Intent is subject to the review and approval of a binding Purchase Agreement/ Sales Contract by both parties and their respective legal counsels.

REAL ESTATE COMMISSION:

Both parties agree that Vivian Malli of Village Realty Inc. represents the Buyer and that Seller shall pay at closing, a commission equal to 2.5% of the net sales price to Village Realty Inc.

If the above economic terms and conditions are acceptable, please indicate this by signature in the appropriate area provided below.

Sincerely,

Village Realty Inc.

Vivian Malli, Commercial Real Estate Advisor
(For Joseph's Fresh Markets, LLC or Assignee)

AGREED AND ACCEPTED (SELLER):

This _____ day of _____ 2022.

By: _____

Title: _____

Exhibit A – Location

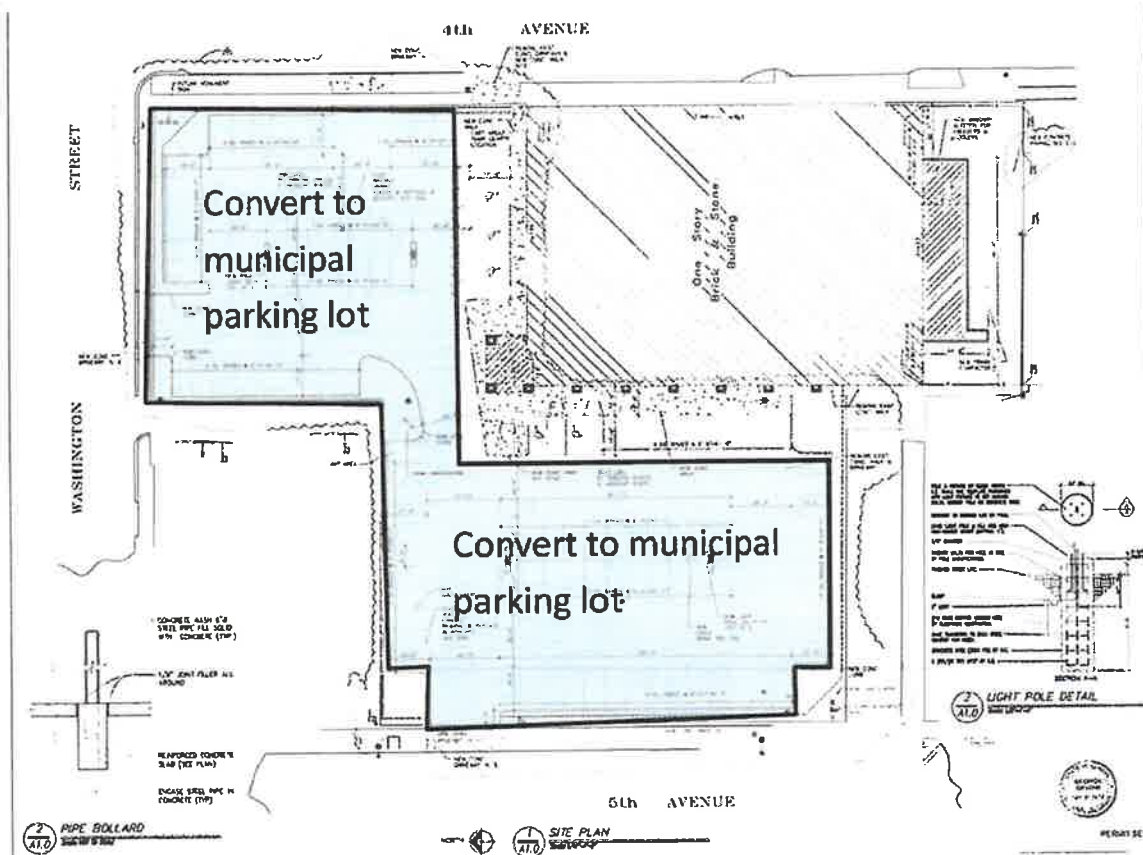




Exhibit B – Redevelopment of 615 S. 5th Ave, Maywood

REDEVELOPMENT BUDGET: \$4,000,000

These costs consist of tangible and quantifiable materials and elements of the development project.

CURRENT PROPERTY CONDITIONS & BUILDING RENOVATIONS:

- **Power Restoration:** Most of the building's electrical system has been stolen, including transformers. No power is currently available to the site, which will require Buyer to restore power to the property.
 - Installation of new electrical system and lighting will be needed to restore electrical power and to comply with local building codes.
- **Mold Abatement:** Mold is present throughout the building and will require most of the interior to be gutted and the installation of new drywall.
- **Missing and Faulty Plumbing & Sprinkler System:** All copper and many pipes have been stolen, which will require Buyer to install new plumbing and a new sprinkler system for the entire Property.
- **Dilapidated Roof:** Various sections of the roof are damaged beyond repair and will require Buyer to install new roof for the Property.
- **Stolen HVAC Units and Parts:** Most of the building systems have been stolen or severely damaged, which require the Buyer to install new HVAC equipment for the Property.
- **Facade Renovation/ Building Shell:** The building shell requires renovation for the Buyer's proposed use of the Property. This includes all materials required to complete the whole building or structure. The structure consists of the foundation, framing, floors, roof, finishing work, etc.
- **Parking and Additional Paving:** Redevelopment includes grading, paving, striping, curbs, and any parking islands. Some of the work may fall into the off-site improvement category and might include items such as a pedestrian sidewalk, along with curb and gutter.
- **Site Work and Landscaping:** Site work typically includes all utilities underground, water systems, drains, fire, grading, to name a few. As for landscaping, these costs involve putting in grass, trees, shrubs, mulch, and other aesthetic items.
- **HVAC, Electrical, and Other Equipment**

These costs are for HVAC units, installation, and cranes and other equipment needed to install the units. Technology and security costs. include lighting, technology and security costs, phone and communication systems.
- **Backup Generators & Power:** Buyer must install backup generators and power supply to insure continued operations for Proposed Use.



Example of Façade Renovation with a similar property





Exhibit B continued Redevelopment of 615 S. 5th Ave, Maywood

INTERIOR DESIGN & VISUAL MERCHANDISING REQUIREMENTS:

Clean modern designs with a careful asymmetrical balance of horizontal and vertical rectilinear elements.

- **Exterior Design:** Enhance the entry area for a strong focal point & positive first impression.
- **Style:** Adopt current trends in retail & food service tailored to brand identity.
- **Interior Design:** Create high and low interest areas to enhance retail experience

Photos of Redeveloped Living Fresh Market in Forest Park Plaza



Village of



MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-4407
Community Development

TO: Jim Krischke, Interim Village Manager

FROM: Angela Smith, Director of Community Development
Michele Kitch, Business Attraction and Retention Coordinator

DATE: December 6, 2022 **BOT EXECUTIVE SESSION**

RE: 615 S 5th Grocery Store RFP Update

Background:

The Community Development Department issued a Request For Proposal(RFP) in April 2022 for the redevelopment of 615 S. 5th, the former grocery store property. The Village Manager and Community Development Department met with several interested parties who received information from our broker, David McLennan of Pearson Realty Group. One offer was received by our broker from Tom Casaccio who operates Market Fresh Foods at the Chicago & Kedzie Plaza at 800 North Kedzie. The email is attached for your review along with a marketing brochure of the Chicago & Kedzie Plaza for background.

Tom Casaccio/615 S. 5th Ave.

David McLennan <david@pearsonrealtygroup.com>

Thu 10/6/2022 2:16 PM

To: Angela Smith <asmith@maywood-il.org>; Michele Kitch <mkitch@maywood-il.org>

Hello Angela -

Mr. Casaccio has continued interest in opening a grocery store at this location, and has indicated that this store will be significantly more upscale than his existing store located at 800 N. Kedzie Ave, in Chicago. He expects to employ between 25-30 employees and is expecting his gross revenue to be in the range of \$100,000 - \$150,000/week. Of this gross revenue estimate, Mr. Casaccio expects approximately 50-60% to be non Link Card related revenue.

After several visits to the property, Mr. Casaccio feels that the building and the existing equipment in the building are in need of either complete replacement or significant upgrades.

At his own expense, he has consulted with several different construction related contractors to try and determine what the cost would be to get this building back in suitable operating condition.

Some of the figures below are actual estimates from contractors who visited the property and calculated the cost to repair/replace the specific elements of the building for which they were hired to evaluate.

Other costs listed below are guesstimates based on his consultations with different experts in various trades. Still other categories below do not have an estimated repair cost associated with them, as Mr. Casaccio feels he will have to get in and run tests to determine the functionality of certain systems.

Tear off and replace main roof	\$199,000
Repair roof above coolers at south end of bldg	\$150,000
Rebuild parapet walls and exterior wall at east side of bldg	\$360,000
Repair/replace electrical system for entire bldg	\$150,000
Repair/replace HVAC system for entire bldg	\$100,000
Crane at \$10k/day for 3 days	\$30,000
Total of known repairs needed	\$959,000

In addition, there may be additional required repairs once tests are completed:

Possible repair of plumbing and sewer system unknown

Possible repair of sprinkler system unknown

In addition to these exterior and structural repairs, the estimated costs of refurbishing the interior of the store \$750,000 - \$1,000,000

Additional start-up costs are estimated at:

Inventory 465 \$500,000

Staffing, Promotional Marketing, and Vendor pre-pays	\$250,000
All in start up costs (not incl plumbing, sewer, and sprinkler)	\$2,709,000

Due to the high estimated costs of rehabilitating this property and gearing up for the opening of a new grocery store, Mr. Casaccio proposes the following:

- A purchase price of \$1.00
- A TIF contribution in the amount of \$1,500,000.
- Property tax relief in the form of a 7a or 7b designation.
- Approval of a Liquor License
- Approval of a Gaming License

If you would like this proposal in the form of a Purchase Offer or Letter of Intent, please let me know and we will submit it in short order.

Thank you,
David McLennan

--

David McLennan
Commercial and Investment Properties

Pearson Realty Group
1000 N Milwaukee Ave
Chicago, IL 60642

- O) 773-325-2800
- C) 312-925-7938
- F) 312-276-8872

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Orland Park, Illinois 60462-5353
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www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: May 10, 2023
RE: Ordinance Vacating A 20.00 Foot Wide by 337.00-Foot-Long Portion of the 4th Avenue Right-of-Way Between Lexington Street and Bataan Drive

Per the request of Village Manager James Kruschke, I have enclosed the following document for your review, consideration and action at the May 16, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

ORDINANCE VACATING A 20.00 FOOT WIDE BY 337.00-FOOT-LONG PORTION OF THE 4TH AVENUE RIGHT-OF-WAY TO CREATE APPROXIMATELY 23 PARKING SPACES TO BE OWNED AND MAINTAINED BY THE REGION 06 WEST COOK ISC 2, D/B/A THE WEST 40 INTERMEDIATE SERVICE CENTER (415 Lexington Street, Maywood, Illinois), with the attached Plat of Vacation Exhibit entitled "Fourth Avenue Plat of Vacation", dated May 3, 2023 and prepared by Marchese and Sons, Inc.

The attached Vacation Ordinance will vacate a north/south 20.00 foot wide by 337.00-foot-long portion of the 4th Avenue Right-of-Way to create approximately 23 private diagonal parking spaces along the west side of 4th Avenue between Lexington Street and Bataan Drive, which contains approximately 6,740.00 square feet of area (the "ROW Parcel"). Upon vacation, the ROW Parcel will be owned, used and maintained by Region 06 West Cook ISC 2 (the "Adjacent Owner"), owner of the adjacent property at 415 Lexington Street, in accordance with 65 ILCS 5/11-91-1. As part of the vacation of the ROW Parcel, the Village will reserve easement rights for utilities and stormwater facilities within the ROW Parcel. The easement rights reservation is included on the face of the Plat of Vacation attached to the Ordinance as Exhibit "1".

In exchange for the vacation of the ROW Parcel, the Adjacent Owner has agreed to pay the Village a purchase fee of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) as well as paying all related costs associated with vacation of the ROW Parcel transaction, including, but not limited to, the preparation cost of the Plat and its Easement Reservation, the title commitment / title policy fees, Village Attorney costs relative to the preparation of the Ordinance, filing fees charged by the Cook County Clerk's Office - Recording Division, and all other reasonable, miscellaneous charges and fees.

Once the Ordinance is approved, by operation of 65 ILCS 5/11-91-1 and the terms of the Ordinance, ownership and title to the ROW Parcel shall be conveyed into the adjacent and abutting real property owned by the Adjacent Owner commonly known as 415 Lexington Street, Maywood, Illinois and designated as Property Index Numbers ("PINs") 15-14-304-018-0000, 15-14-304-019-0000, 15-14-304-020-0000, 15-14-304-021-0000 and 15-14-304-026-0000.

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, Director of Finance (w/encl.)
John West, Director of Public Works (w/encl.)
Michael A. Marrs, KTJ (w/ encl.)

ORDINANCE NO. CO-2023-_____

**ORDINANCE VACATING A 20.00 FOOT WIDE
BY 337.00-FOOT-LONG PORTION OF THE 4TH AVENUE RIGHT-OF-WAY
TO CREATE APPROXIMATELY 23 PARKING SPACES TO BE OWNED AND MAINTAINED
BY THE REGION 06 WEST COOK ISC 2 D/B/A THE WEST 40 INTERMEDIATE SERVICE CENTER
(415 Lexington Street, Maywood, Illinois)**

WHEREAS, the President and Board of Trustees of the Village of Maywood, pursuant to Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1), are authorized to adopt an ordinance to vacate any street or alley, or portion thereof, within the Village’s corporate boundaries; and

WHEREAS, the President and Board of Trustees desire to vacate a portion of the north/south 20.00 foot wide by 337.00 foot long portion of the 4th Avenue Right-Of-Way to create approximately 23 private diagonal parking spaces along the west side of 4th Avenue between Lexington Street and Bataan Drive, which contains approximately 6,740.00 square feet of area (the “ROW Parcel”), for ownership, use and maintenance by the Region 06 West Cook ISC 2 d/b/a the West 40 Intermediate Service Center (“West 40”) in accordance with 65 ILCS 5/11-91-1. As part of the vacation of the ROW Parcel, the Village will reserve easement rights for utilities and stormwater facilities within the ROW Parcel. A copy of the “Fourth Avenue Plat of Vacation” dated May 3, 2023, and prepared by Marchese and Sons, Inc. (the “Plat”) relating to the vacation of the ROW Parcel is attached hereto as **EXHIBIT “1”** and made a part hereof. A copy of the “Easement Reservation Provision” is included on the face of the Plat; and

WHEREAS, in exchange for the vacation of the ROW Parcel, West 40 agrees to pay to the Village a purchase fee of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) as well as paying all related costs associated with vacation of the ROW Parcel transaction, including, but not limited to, the preparation cost of the Plat and its Easement Reservation, the title commitment / title policy fees, Village Attorney costs relative to the preparation of this Ordinance, filing fees charged by the Cook County Clerk’s Office–Recording Division, and all other reasonable, miscellaneous charges and fees; and

WHEREAS, once this Ordinance is approved, by operation of 65 ILCS 5/11-91-1 and the terms of this Ordinance, ownership and title to the ROW Parcel shall be conveyed into the adjacent and abutting real property commonly known as 415 Lexington Street, Maywood, Illinois and designated as Property Index Numbers (“PINs”) 15-14-304-018-0000, 15-14-304-019-0000, 15-14-304-020-0000, 15-14-304-021-0000 and 15-14-304-026-0000; and

WHEREAS, the Board of Trustees, in their sole discretion, may vacate the ROW Parcel and may reserve any necessary easements within the ROW Parcel in accordance with the provisions of 65 ILCS 5/11-91-1, and may further provide for the conveyance of title to the ROW Parcel to itself as a home rule municipality and may later convey title to the ROW Parcel to West 40 in exchange for adequate financial or equivalent, equitable consideration; and

WHEREAS, after due consideration, the Board of Trustees agrees to vacate the ROW Parcel and convey title to the ROW Parcel to itself in exchange for the payment by West 40 to the Village of all fees and costs incurred by the Village of Maywood relative to this transaction, including but not limited to

those costs identified above in this Ordinance, subject to West 40 agreeing to the conditions set forth in Section 3 below; and.

WHEREAS, the Board of Trustees have determined that it is in the best interests of the Village to vacate and convey title to the ROW Parcel to West 40 in exchange for the above-stated financial consideration payable by West 40 and based on the potential benefits that will accrue to the Village as a result of the redevelopment of the ROW Parcel by West 40 as additional parking spaces for its use and maintenance, including the removal of the property from the Village’s inventory of property that has to be maintained and insured at the Village’s cost; and

WHEREAS, pursuant to 65 ILCS 5/11-91-1, the President and Board of Trustees of the Village of Maywood have determined that the public interests of the Village will be subserved by vacating the ROW Parcel for the reasons stated above in the Whereas paragraphs of this Ordinance, subject to the conditions set forth in Section 3 below.

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

SECTION 1: Determination of Public Interest for Right-of-Way Vacation. The President and Board of Trustees of the Village of Maywood have determined that the public interest will be subserved by vacating the Vacation Parcel hereinafter described, SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW.

SECTION 2: Legal Description of ROW Parcel. The ROW Parcel being vacated is legally described as follows:

THAT PART OF FOURTH AVENUE LYING BETWEEN LEXINGTON STREET AND BATAAN DRIVE AND EAST OF LOTS 2, 3 AND 4 IN BLOCK 4 IN STANNARD'S FIRST ADDITION TO MAYWOOD, A SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, ALSO BEING THE INTERSECTION OF THE WEST LINE OF FOURTH AVENUE WITH THE NORTHERLY LINE OF LEXINGTON STREET; THENCE NORTH 01 DEGREE 59 MINUTES 06 SECONDS WEST, ON THE WEST LINE OF SAID FOURTH AVENUE, 337.00 FEET TO THE SOUTH LINE OF BATAAN DRIVE; THENCE NORTH 88 DEGREES 21 MINUTES 57 SECONDS EAST 20.00 FEET ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF BATAAN DRIVE; THENCE SOUTH 01 DEGREE 59 MINUTES 06 SECONDS EAST 337.00 FEET, PARALLEL WITH THE WEST LINE OF SAID FOURTH STREET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LEXINGTON STREET; THENCE NORTH 88 DEGREES 21 MINUTES 58 SECONDS WEST 20.00 FEET ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LEXINGTON STREET TO THE POINT OF BEGINNING, ALL IN THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 6740 SQUARE FEET OR 0.155 ACRES, MORE OR LESS.

as described in the attached “Fourth Avenue Plat of Vacation” dated May 3, 2023 and prepared by Marchese and Sons, Inc., a copy of which is attached hereto as **EXHIBIT “1”** and made a part hereof.

Upon approval of and consistent with the direction of this Ordinance and by operation of 65 ILCS 5/11-91-1, as amended, ownership and title to the ROW Parcel shall be conveyed into the real property owned by West 40 to the corresponding adjacent PINs listed below and as shown on the attached Plat of Vacation (**EXHIBIT "1"**):

- Property Index Number (PIN): 15-14-304-019-0000
- Property Index Number (PIN): 15-14-304-020-0000
- Property Index Number (PIN): 15-14-304-021-0000
- Property Index Number (PIN): 15-14-304-026-0000

Commonly known as 415 Lexington Street, Maywood, Illinois.

Adequate consideration for the conveyance of title and ownership to the ROW Parcel into the adjacent and abutting real property designated as Property Index Numbers (PINs) 15-14-304-018-0000, 15-14-304-019-0000, 15-14-304-020-0000, 15-14-304-021-0000 and 15-14-304-026-0000 (415 Lexington Street, Maywood, Illinois) consists of: the potential benefits that will accrue to the Village as a result of the redevelopment of the ROW Parcel as additional parking and the removal of the property from the Village's inventory of property that has to be maintained and insured at the Village's cost; and West 40 has agreed to pay all fees and costs incurred by the Village of Maywood in preparing this Ordinance, the attached Plat, title fees, filing fees, and the administrative costs and legal fees associated with the granting and executing the ROW Parcel vacation.

The vacation of and conveyance of ownership and title to the ROW Parcel legally described above is SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW.

SECTION 3: Right-Of-Way Vacation and Conditions. The vacation of and conveyance of ownership and title to the ROW Parcel described in Section 2 above is subject to the following conditions:

- A. This Ordinance does not affect or alter any other private or public easements or encumbrances of record.
- B. The easements set forth in the Easement Reservation Provision.

Upon satisfaction of the above conditions and the recording of this Ordinance and the Plat of Vacation with the Cook County Clerk's Office - Recording Division, the ROW Parcel described in Section 2 above shall be vacated and ownership and title to the ROW Parcel shall be conveyed into the adjacent and abutting 415 Lexington Street property (PINs: 15-14-304-018-0000, 15-14-304-019-0000, 15-14-304-020-0000, 15-14-304-021-0000 and 15-14-304-026-0000).

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

SECTION 5: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Filing of Certified Copy of Ordinance with Cook County Clerk's Office - Recording Division. A certified copy of this Ordinance and the Plat of Vacation and Easement Dedication shall be recorded by the Village, at West 40's cost, with the Cook County Clerk's Office - Recording Division. The Village shall provide West 40 with a Cook County Clerk's Office - Recording Division CCRD-filed stamped copy of this Ordinance and the attached Plat.

ADOPTED this 16th day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, this ____ day of May, 2023.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of May, 2023.

Gwaine Dianne Williams, Village Clerk

**ACKNOWLEDGMENT AND CONSENT
TO ACQUIRE TITLE TO THE PORTION OF VACATED PUBLIC RIGHT-OF-WAY
SUBJECT TO THE CONDITIONS SET FORTH ABOVE IN SECTION 3 OF THIS VACATION ORDINANCE.**

I, _____, have read and understand each of the above obligations and provisions contained in this Right-of-Way Vacation Ordinance, including the conditions set forth at Section 3 above, and agree to be bound by the same.

By: _____

Name: _____

Title: _____

Date: _____, 2023.

EXHIBIT "1"

**Fourth Avenue Plat of Vacation
dated May 3, 2023
prepared by Marchese and Sons, Inc.**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2023-_____

**ORDINANCE VACATING A 20.00 FOOT WIDE
BY 337.00-FOOT-LONG PORTION OF THE 4TH AVENUE RIGHT-OF-WAY
TO CREATE APPROXIMATELY 23 PARKING SPACES TO BE OWNED AND MAINTAINED
BY THE REGION 06 WEST COOK ISC 2 D/B/A THE WEST 40 INTERMEDIATE SERVICE CENTER
(415 Lexington Street, Maywood, Illinois)**

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 16th day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of May, 2023.

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 16th day of May, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]



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

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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: May 10, 2023
RE: Village Code Amendments Regarding Foreign Fire Insurance Board and the Foreign Fire Insurance License Fee Act

Per the requirements of Illinois Public Act 102-0740, which amended the Foreign Fire Insurance License Fee Act under the Illinois Municipal Code (65 ILCS 5/11-10-0.01 *et seq.*), I have enclosed the following document for review, consideration and action at the May 16, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

AN ORDINANCE AMENDING SECTION 33.16 (MAYWOOD FIRE DEPARTMENT FOREIGN FIRE INSURANCE TAX FUND ASSOCIATION) OF CHAPTER 33 (FIRE DEPARTMENT) OF TITLE III (ADMINISTRATION) TO COMPLY WITH AMENDMENTS TO THE FOREIGN FIRE INSURANCE LICENSE FEE ACT.

Foreign Fire Insurance Board Overview

Fire departments in Illinois are generally operated under the control of either municipalities or independent fire protection districts. The municipalities or fire protection districts under which such fire departments are created control the funding and expenditures of those departments for the most part, except for that which falls under the purview of the foreign fire insurance board. The current version of the Foreign Fire Insurance License Fee Act ("Act") creates independent foreign fire insurance boards in each Illinois municipality or fire protection district which has a fire department to regulate the provision of fire insurance policies within those municipalities by businesses incorporated under the laws of another state. 65 ILCS 5/11-10-1. Under Section 11-10-1 of the Act, any foreign business (incorporated under the laws of another state) that sells fire insurance policies in a municipality or fire protection district must pay a tax of 2% of the insurance premiums paid on fire insurance policies annually. The foreign fire insurance boards created under the Act are responsible for the collection of that tax as well as for choosing how to spend those funds on the fire department. So, while the funding and expenditures of fire departments primarily falls to the municipality of fire protection district, they share this responsibility with the foreign fire insurance board, who regulates the funds received from the foreign fire insurance tax.

Recent Amendments to the Illinois Municipal Code

Public Act 102-0740, which was passed in May 2022 and became effective on January 1, 2023, amended the Foreign Fire Insurance License Fee Act under the Illinois Municipal Code (65 ILCS 5/11-10-0.01 *et seq.*) and materially altered the relationship between municipalities / fire protection districts and foreign fire insurance boards. Prior to Public Act 102-0740, municipalities / fire protection districts could regulate and oversee the operations of the foreign fire insurance boards. This included maintenance of the foreign fire insurance board fund accounts, regulation of policies for purchases made with the foreign fire insurance tax fund, the determination of what rate the foreign fire insurance tax would be, among

other things, and determination of how disputes should be resolved. **Public Act 102-0740, however, removes the foreign fire insurance board from the host municipality/fire protection district's control and designates it as an independent entity solely under the regulation of the state, and explicitly pre-empts home rule authority.** The Act sets a state-wide annual rate of 2% to be charged on fire insurance premiums for policies provided by foreign insurance providers, removing municipal authority to set rates, and designates exclusive authority to collect those fees to the foreign fire insurance boards. It also requires that any dispute between board members as to whether an expenditure is an authorized purpose under the Act be resolved through binding arbitration and permits a foreign fire insurance board to sue directly in state court to recover unpaid fees or resolve other violations under the Act. Significantly, while municipalities/fire protection districts no longer have an oversight role over foreign fire insurance boards, they may still enter agreements with such boards to provide administrative services and may charge for those services as part of such an agreement.

These changes require that municipalities review and amend their codes as necessary to avoid overreach and comply with the amendments of PA 102-0740. It also necessitates that municipalities think critically about whether they want to fully separate from their local foreign fire insurance boards or maintain a closer working relationship through an intergovernmental agreement, either now or in the future. The shared responsibility by municipalities/fire protection districts and foreign fire insurance boards in overseeing different portions of a fire department's financing makes it important that there be communication and cooperation between them to ensure efficient use of a fire department's funds. To this end, it is recommended that each municipality agree on a policy for how it wishes to move forward in this respect.

Maywood Foreign Fire Insurance Board

The current version of Section 33.16 of the Maywood Village Code ("Code") creates the "Maywood Fire Department Foreign Fire Insurance Tax Fund Association." The Code currently calls for the annual election of three officers, a President, Treasurer and Secretary. The Association is responsible for managing the monies received from foreign fire insurance providers under the Foreign Fire Insurance Fee Act. See 65 ILCS 5/11-10-1. With the new amendments to the Act, amendments to the Code are necessary to comply with the Act. First, the Act requires an independent foreign fire insurance board consisting of seven (7) trustees, one of which is the Fire Chief and the other six (6) individuals are elected annually (unless there are not enough members of the fire department). Currently, there is no formal foreign fire insurance board, so the Code must be amended to create such a board. Second, the Treasurer of the foreign fire insurance board must be the one to receive the funds paid under the Act. Third, the decision on how to manage the funds collected under the Act and to determine which items it feels are appropriate expenditures under the Act must be left to the foreign fire insurance board. The enclosed Code Amendment Ordinance satisfies these and other requirements of the Foreign Fire Insurance Fee Act as amended by Public Act 102-0740.

Foreign Fire Insurance Board and Village Cooperation

Section 11-10-2(a) of the Act (65 ILCS 5/11-10-2(a)) allows any foreign fire insurance board to contract for services necessary to the execution of their duties. The administrative services necessary for a foreign fire insurance board to carry out its duties include the collection of the foreign fire tax fees, annual accounting services such as auditing the funds, maintenance of records, making purchases using the proceeds of the fund, and provision of legal services as necessary. The Act permits a foreign fire insurance board to use the proceeds of the foreign fire insurance tax fund to pay to contract for such

services. The Village of Maywood ("Village") may have already been providing some or all of these services for the fire department up to this point, but, as of January 1, 2023, these duties fall to a foreign fire insurance board unless a contract is entered into between such a board and another entity to provide them. Given that the Village has the resources and already handles the purchasing for the fire department, other than that done with the foreign fire insurance tax fund, it would be efficient to have the Village handle the purchasing and other services related to the foreign fire insurance tax fund. In addition to the efficiency, by entering into an agreement with the foreign fire insurance board, the Village would be able to collect a fee for providing such services and would be able to have the Board agree that purchases made with the proceeds of the foreign fire insurance tax fund be subject to the Village's purchasing policies and procedures. This is important, as the Act specifically prohibits municipalities from governing foreign fire insurance boards' decisions and procedures, but it does not prohibit them from agreeing to certain procedures through a contract.

Conclusion

While Public Act 102-0740 has made some significant changes and limited the ability of municipalities to oversee, implement and regulate the foreign fire insurance tax funds, municipalities can still play an integral role in the implementation of the tax. The enclosed Ordinance makes the necessary changes to satisfy the requirements of the amended Foreign Fire Insurance License Fee Act by creating a foreign fire insurance board, and amending the policies and practices of the Village to ensure it does not overstep its authority.

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

Mike

Enclosure

cc: James Krischke, Acting Village Manager (w/ encl.)
Gwaine Dianne Williams, Village Clerk (w/encl.)
Craig Bronaugh, Fire Chief (w/encl.)
Lanya Satchell, Director of Finance (w/encl.)
James Ellexson, Human Resources Director (w/encl.)
Michael A. Marrs, KTJ (w/ encl.)

ORDINANCE NO. CO-2023-_____

**AN ORDINANCE AMENDING SECTION 33.16
(MAYWOOD FIRE DEPARTMENT FOREIGN FIRE INSURANCE TAX FUND ASSOCIATION)
OF CHAPTER 33 (FIRE DEPARTMENT)
OF TITLE III (ADMINISTRATION) TO COMPLY WITH
AMENDMENTS TO THE FOREIGN FIRE INSURANCE LICENSE FEE ACT**

WHEREAS, Public Act 102-0740, effective January 1, 2023, made certain amendments to a division of the Illinois Municipal Code (65 ILCS 5/11-10.) known as the Illinois Foreign Fire Insurance License Fee Act (the "Act"). The changes made to the Act require certain amendments to the Village of Maywood Village Code (the "Village Code") in order to ensure compliance with the newly enacted statutory amendments to the Act and those amendments are set forth below in Sections 2 and 3 of this Ordinance (the "Code Amendments"); and

WHEREAS, Section 11-10-1 of the Illinois Municipal Code (65 ILCS 5/11-10-1) requires every corporation, company and association which is not incorporated under the laws of Illinois and which is engaged in effecting fire insurance in a municipality or fire protection district in Illinois to pay a fee equaling a sum of 2% of their gross receipts received from fire insurance upon property situated within such municipality or fire protection district to a foreign fire insurance board or to the secretary of a fire protection district; and

WHEREAS, Section 11-10-2 of the Illinois Municipal Code (65 ILCS 5/11-10-2) requires that the members of a fire department established in any municipality with fewer than 500,000 inhabitants shall create a foreign fire insurance board (the "Board") from its members. Such foreign fire insurance board shall consist of seven (7) trustees, comprised of the fire chief and six (6) members of the fire department elected at large. The Board shall include a chairman, a treasurer and any other officers deemed necessary by the Board, all to be elected annually, and shall oversee the jurisdiction's foreign fire insurance tax fund; and

WHEREAS, the President and Board of Trustees have previously created a Foreign Fire Insurance Tax Fund Association under Section 33.16 (Maywood Fire Department Foreign Fire Insurance Tax Fund Association) of Chapter 33 (Fire Department) of Title III (Administration) of the Maywood Village Code in satisfaction of the previous version of Section 11-10-2 of the Illinois Municipal Code (65 ILCS 5/11-10-2); and

WHEREAS, the President and Board of Trustees find that certain amendments to the existing Village Code establishing the Foreign Fire Insurance Board, as set forth below, are necessary to comply with the above-referenced amendments to the Illinois Foreign Fire Insurance License Fee Act (65 ILCS 5/11-10-0.01 *et seq.*) and are in the best interests of the Village, its residents, property owners, businesses 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: Incorporation. Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Code Amendments. The Index of General Provisions of Chapter 33 (Fire Department) of Title III (Administration) shall be amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

“Section 33.16 Maywood Fire Department Foreign Fire Insurance Tax Fund Association”

SECTION 3: Code Amendments. Section 33.16 (Maywood Fire Department Foreign Fire Insurance Tax Fund Association) of Chapter 33 (Fire Department) of Title III (Administration) shall be amended, in its entirety, as follows (new text is marked as underlined text; deletions to existing text marked using strikethrough):

“§ 33.16 MAYWOOD FIRE DEPARTMENT FOREIGN FIRE INSURANCE TAX FUND ASSOCIATIONBOARD.

(A) Name. With the passage of Public Act 102-0740, effective January 1, 2023, that amended certain provisions of the Illinois Foreign Fire Insurance License Fee Act, a division of the Illinois Municipal Code (65 ILCS 5/11-10), the corporate authorities of the Village have created the Maywood Foreign Fire Insurance Board, and, as such the Maywood Fire Department Foreign Fire Insurance Tax Fund Association shall now be known as the Maywood Foreign Fire Insurance Board. The object and sole function of this Foreign Fire Insurance Board is to provide all needful rules and regulations governing its officers and its operation, and to manage the monies received from fire insurance companies to be used for the maintenance, use and benefit of the Fire Department in accordance with 65 ILCS 5/11-10 (“Maywood Foreign Fire Insurance Tax Fund”).

(B) Creation; Maywood Foreign Fire Insurance Board. The Maywood Foreign Fire Insurance Tax Fund is hereby created and shall consist of all fees collected from fire insurance companies under the Foreign Fire Insurance License Fee Act by the Maywood Foreign Fire Insurance Board. The Fund shall be managed, maintained and overseen by the Maywood Foreign Fire Insurance Board and shall be used for the maintenance, use and benefit of the Fire Department.

(C) Membership. The Maywood Foreign Fire Insurance Board shall include the Fire Chief, who shall hold office by virtue of rank, and six (6) members, who shall be elected at large by the sworn members of the Fire Department. The Board shall consist of these seven (7) trustees, comprised the Fire Chief and six (6) trustees who are elected annually from among the sworn members of the Fire Department, and shall serve for terms of one (1) year.

(D) Officers. The officers of this Board shall consist of a Chairperson, Secretary and Treasurer, and any other offices deemed necessary by the members of the Board. These officers shall be elected at an annual meeting established by Board rules. A vacancy occurring in an office shall be filled through election at a Board meeting which shall be held within two (2) weeks of the occurrence of the vacancy. If the office of Treasurer becomes vacant, the Chairperson shall assume those duties until a new Treasurer is elected.

(E) Meetings. Regular meetings of this Board shall be held in accordance with the Open Meetings Act, subject to meeting protocol rules adopted by the Board. Special meetings may be called

by the Chairperson, forty-eight (48) hours' written notice having been given. The annual meeting date shall be established in the Board rules, at which time the election of officers shall occur.

(F) Powers And Duties.

1. The Foreign Fire Insurance Board shall oversee, maintain and manage the Maywood Foreign Fire Insurance Tax Fund.

2. The Foreign Fire Insurance Board shall develop and maintain a listing of those goods, services and items that it feels are appropriate expenditures under the Foreign Fire Insurance License Fee Act, in that they are for the maintenance, use and benefit of the Maywood Department of Fire and Emergency Medical Services.

3. The Foreign Fire Insurance Board may contract for the purchase of goods and services using Foreign Fire Insurance Tax funds paid to the Board. Contracting for services may include, but is not limited to, the procurement and payment of all accounting, legal, collection or other professional services deemed by the Board to be necessary to the execution of its duties under the Foreign Fire Insurance License Fee Act.

4. The Foreign Fire Insurance Board shall make all needful rules and regulations with respect to the Foreign Fire Insurance Board, and the management of the funds to be paid to the Board.

5. All monies shall be deposited in accordance with State law on investing public funds in an interest bearing account at a local FDIC insured depository selected by the Treasurer and qualified for the deposit of public funds under State law.

6. All monies collected from fire insurance companies pursuant to 65 ILCS 5/11-10 shall be paid over from the Village Treasurer to the Foreign Fire Insurance Board Treasurer and deposited into the Foreign Fire Insurance Tax Fund as established above. Such monies may be used only upon order of the Foreign Fire Insurance Board for the maintenance, use and benefit of the Department. These funds shall be audited on an annual basis to verify that the funds have been expended by that Board only for the maintenance, use, and benefit of the department using funds paid to the Board.

(G) Duties of Officers.

1. The Chairperson shall preside at all meetings of the Foreign Fire Insurance Board, may call for special meetings and shall perform all other duties as set forth in the rules of the Board.

2. All officers shall:

(a) Perform the duties prescribed in the rules of the Board and by applicable statute in addition to those outlined above and those assigned from time to time;

(b) Deliver to their successors all official records and other materials within seven (7) calendar days following the meeting at which the successors take office or immediately upon resignation or otherwise leaving the Department.

~~-(A) Name. The name of this association shall be the Maywood Fire Department Foreign Fire Insurance Tax Fund Association.~~

~~-(B) Object. The object and sole function of this Association is to provide all needful rules and regulations governing its officers and its operation and to manage the monies received from fire insurance companies to be used for the maintenance, use and benefit of the Fire Department in accordance with 65 ILCS 5/11-10-2.~~

~~-(C) Membership. The Fire Chief, officers and all full time firefighters of the Maywood Fire Department are members of this Association and shall have the privilege of holding office, attending meetings and electing officers.~~

~~—(D) Officers and their election.~~

~~—(1) The officers of this Association shall consist of a President, Secretary and Treasurer. These officers shall be elected at an annual meeting to be held each year during the month of May, except that, upon passage of this section, an initial meeting shall be held as soon as is practical to elect the officers and adopt needed rules and regulations to form the Association.~~

~~—(2) A vacancy occurring in an office shall be filled through election at an Association meeting which shall be held within 2 weeks of the occurrence of the vacancy. If the office of Treasurer becomes vacant, the President shall assume those duties until a new Treasurer is elected.~~

~~—(E) Duties of officers.~~

~~—(1) The President shall preside at all meetings of the Association, may call for special meetings and shall perform all other duties as set forth in the rules of the Association.~~

~~—(2) The Secretary shall keep the minutes for all meetings of the Association and shall post a copy of the approved minutes of each meeting at all fire stations. The Secretary shall perform such other duties as may be delegated under Association rules and shall supply new members of the Department with a copy of such rules.~~

~~—(3) The Treasurer shall receive all monies of the Association; shall keep an accurate record of receipts and expenditures; and shall pay out funds in accordance with the approved expenditure as authorized by the Association in accordance with its rules. The Treasurer shall present a statement of accounts at every meeting of the Association and at other times when requested by the President and shall make a full Annual Report at the Annual Meeting.~~

~~—(4) The Treasurer's books shall be examined annually by an Auditing Committee of not less than 3 members (or an auditor) who, satisfied that the Treasurer's Annual Report is correct, shall sign a statement at the end of the report certifying its correctness. The Auditing Committee shall be appointed by the President at least 30 days before the Annual Meeting.~~

~~—(5) All monies shall be deposited in accordance with state law on investing public funds in an interest bearing account at a local FDIC insured depository selected by the Treasurer and qualified for the deposit of public funds under state law.~~

~~—(6) All officers shall:~~

~~—(a) Perform the duties prescribed in the rules of the Association in addition to those outlined above and those assigned from time to time;~~

~~—(b) Deliver to their successors all official records and other materials within 7 days following the meeting at which the successors take office or immediately upon resignation or otherwise leaving the Department.~~

~~—(F) Meetings. Regular meetings of this Association shall be held at least twice per year on dates provided for in its rules. Seven days notice shall be given of the change of the date of a regular meeting. Special meetings may be called by the President, 3 days notice having been given. The annual meeting date shall be established in the Association rules and shall be held in May, at which time the election of officers shall occur.~~

~~—(G) Standing committee. Standing committees may be created by the Executive Board which shall consist of the President, Treasurer and Secretary, as the need arises.~~

~~—(H) Parliamentary authority. Robert's Rules of Order Revised shall govern the meetings of this Association in all cases to which they are applicable and in which they are not in conflict with this section.~~

~~—(I) Bond of Treasurer. The Treasurer of the Association shall provide the Village with sufficient bond which shall be approved by the Village President and conditioned upon the faithful performance of the Treasurer of his or her duties under the ordinance creating this Association and the rules and regulations provided for therein.~~

~~—(J) Disposition of revenue. The monies collected from fire insurance companies pursuant to 65 ILCS 5/11 10 1 shall be paid over from the Village Treasurer to the Association Treasurer and deposited into the Fire Association Foreign Fire Insurance Tax Fund as established above. Such monies may be used only upon order of the Department for the maintenance, use and benefit of the Department.~~"

SECTION 4: Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections and other text that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village’s codifier so as to be consistent with the terms of this Ordinance.

SECTION 5: Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. 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. 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 6: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication, as provided by law.

ADOPTED this ____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President this ____ day of _____, 2023, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this ____ day of _____, 2023.

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

ORDINANCE NO. CO-2023-_____

**AN ORDINANCE AMENDING SECTION 33.16
(MAYWOOD FIRE DEPARTMENT FOREIGN FIRE INSURANCE TAX FUND ASSOCIATION)
OF CHAPTER 33 (FIRE DEPARTMENT)
OF TITLE III (ADMINISTRATION) TO COMPLY WITH
AMENDMENTS TO THE FOREIGN FIRE INSURANCE LICENSE FEE ACT**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ____ day of _____, 2023.

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 _____, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]



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

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

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: May 10, 2023
RE: Madison Street / Fifth Avenue TIF District Economic Incentive And Tax Increment Allocation Financing Development Agreement with 1700-1704 S 1ST AVE LLC for Land Acquisition, Building Rehabilitation and Parking Lot Improvements at 1700 to 1718 South 1st Avenue Properties for Single Tenant Retail / Restaurant Use with Drive-Thru Facility

I have enclosed the following documents for review, consideration and action at the April 18, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT WITH DEVELOPER 1700-1704 S 1ST AVE LLC FOR THE REDEVELOPMENT OF 1700 TO 1718 SOUTH 1ST AVENUE PROPERTIES LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PROJECT (Project: Building Rehabilitation, Land Acquisition and Parking Lot Improvements at the 1700 to 1718 South 1st Avenue Properties for Single Tenant Retail / Restaurant Use with Drive-Thru Facility), with a copy of the Agreement attached to the Ordinance Exhibit "A".
2. Village Staff Memo dated April 11, 2023 regarding the Project, with Term Sheet prepared by Ryan (Village TIF Consultant).

Project and Scope of Work

Vequity plans to acquire and redevelop the Property by demolishing two (2) existing residential-styled buildings at the 1704 and 1718 South 1st Avenue properties, and constructing a 29 parking space parking lot and drive-thru lane facility on those properties and completing a building rehabilitation of the existing retail / restaurant building located on the 1700 South 1st Avenue property and then lease the Property to a single tenant retail / restaurant for a 2,717 square foot use coffee shop operation with drive-thru facility (the "Project"). The Developer estimates the total development costs to complete the Project to be approximately \$4,500,000.00.

The Village Staff's Memorandum dated April 11, 2023 for the Project and the Developer's Project Proposal identify eligible "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), consisting of: elimination of / consolidation of curb cuts; off-site improvements to public property (sidewalks, landscaping, etc.); on-site improvements and infrastructure; acquisition (land); engineering and architectural as it relates to off-site improvements; environmental consultation and remediation, if any; legal - zoning, environmental, etc.; interest carry on construction loan; utility relocation; material shortages/supply chain issues; high property taxes (Cook County taxes); and below market rents ("TIF Eligible Redevelopment Project Costs"). The Developer also seeks available Enterprise Zone benefits based on the Project.

Summary of Economic Incentive Agreement

See Village Staff Memo dated April 11, 2023 regarding the Project and Term Sheet prepared by Ryan (Village TIF Consultant). A summary of the economic TIF District incentive payable to the Developer for completion of the Project is as follows:

- \$550,000.00 to be paid to the Developer on a "Pay-As-You-Go" basis over the remaining life of the Madison Street / Fifth Avenue TIF District ("Incentive Cap"), which is supported by the following Village commitment in the Agreement.
- An annual amount of 70% of the *ad valorem* taxes to be generated by the Project, which are due and when collected are paid to the Treasurer of the Village for deposit by the Treasurer into a special tax allocation sub-fund account ("[1700-1704 S 1ST AVE LLC] Incremental Property Taxes") for repayment of actual, documented TIF Eligible Redevelopment Project Costs incurred for the Project, as approved by the Village in accordance with the reimbursement approval process set forth in the Agreement.
- Note: 30% of the *ad valorem* taxes to be generated by the Project will be available to the Village to spend throughout the TIF District on other projects. Once the Incentive Cap is met, the Agreement terminates and 100% of the *ad valorem* taxes generated by the Project will be available to the Village to spend throughout the TIF District on other projects.
- Note: The sole funding source to pay the Developer the \$550,000.00 incentive amount is the TIF District increment generated by the Project and the Project properties. If the TIF District increment does not generate enough dollars to pay the \$550,000.00 incentive amount over the remaining life of the TIF District, the Developer does not get paid the full amount of the incentive.

In 2020, the Madison Street / Fifth Avenue TIF District term was extended to December 31, 2032. The final TIF District increment payable to the Developer will be the year 2032 *ad valorem* taxes levied, collected and paid by the Cook County Assessor / Treasurer to the Village throughout calendar year 2033 and possibly calendar year 2034.

Eligibility of Project for TIF Reimbursement

The actual, documented TIF Eligible Redevelopment Project Costs associated with the Project will be eligible for payment to the Developer from the Madison Street / Fifth Avenue TIF District Fund because: (1) the Project site is located within the Madison Street / Fifth Avenue TIF District; and (2) these costs are for the type of work that are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, which include:

- (q) "Redevelopment project costs", except for redevelopment project areas created pursuant to subsections (p-1) or (p-2), means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project. Such costs include, without limitation, the following: ***
- (1.6) The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;
 - (2) Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
 - (3) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an

existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;

- (4) Costs of the construction of public works or improvements, ...
- (6) Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
- (11) Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - (A) such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 - (B) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - (C) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - (D) the total of such interest payments paid pursuant to this Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act;

Compliance with the Madison Street / Fifth Avenue TIF Redevelopment Plan and Project

The proposed Project complies with the goals and objectives of the Madison Street / Fifth Avenue TIF Redevelopment Plan and Project (adopted January 1997 and amended in October 2020) and the Plan supports the use of TIF District Funds to pay the economic incentive for the Project.

If there are any questions, please feel free to 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 Department (w/ encls.)
- Walter Duncan, Director of Building & Code (w/ encls.)
- Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encls.)
- Bill Peterhansen, Village Engineer (w/ encls.)
- Michael A. Marrs, KTJ (w/ encls.)

AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT WITH DEVELOPER 1700-1704 S 1ST AVE LLC FOR THE REDEVELOPMENT OF THE 1700 TO 1718 SOUTH 1ST AVENUE PROPERTIES LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PROJECT

(Project: Building Rehabilitation, Land Acquisition and Parking Lot Improvements at the 1700 to 1718 South 1st Avenue Properties for Single Tenant Retail / Restaurant Use with Drive-Thru Facility)

WHEREAS, the Village of Maywood (the "Village") has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties to achieve the aforesaid purposes, and to otherwise take action in the best interests of the Village; and

WHEREAS, the Village is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, pursuant to Ordinance No. CO-97-01, Ordinance No. CO-97-02 and Ordinance No. CO-97-03, adopted March 27, 1997, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's "Madison Street / Fifth Avenue Tax Increment Financing District" (the "TIF District"); and

WHEREAS, pursuant to Ordinance Number CO-2013-12 (adopted March 13, 2013) and Ordinance Numbers CO-2020-39, CO-2020-40 and CO-2020-41, adopted December 29, 2020, the Village approved amendments to the TIF Plan in order to extend the term of the TIF District to December 31, 2032; and

WHEREAS, the TIF District was established as a bonded TIF District, and as a "pay-as-you-go" funded TIF District, which means that incremental tax revenues would be used to pay for Village-approved eligible TIF project costs or TIF economic incentives as such funds are generated through year-to-year increases in the equalized assessed valuation ("EAV") of the properties within the TIF District. There are no bond proceeds or other debt financing issued to pay for eligible TIF project costs or TIF economic incentives at this time; and

WHEREAS, 1700-1704 S 1ST AVE LLC, an Illinois limited liability company (the "Developer"), is the contract purchaser and developer of the real property located at 1700 to 1718 South 1st Avenue,

which are generally located at the northwest corner of 1st Avenue and Harrison Street (the "Property"). The Property is located within the TIF District. The Developer plans to acquire the Property and redevelop the Property by demolishing two (2) existing residential-styled buildings at the 1704 and 1718 South 1st Avenue properties and constructing a parking lot (29 parking spaces) and drive-thru lane facility on those properties and completing a building rehabilitation of the existing retail / restaurant building located on the 1700 South 1st Avenue property and then lease the Property to a single tenant retail / restaurant use for a 2,717 square foot use coffee shop operation with drive-thru facility. The Developer estimates the total development costs (inclusive of all hard and soft costs) to complete the Project to be approximately \$4,500,000.00; and

WHEREAS, the Developer will submit development plans to the Village for plan review and approval and submit such other plans to all other necessary governmental agencies with oversight and approval authority (i.e., IDOT, MWRDGC, etc.) for the Project, including building plans for all vertical construction and rehabilitation and below grade storm water detention facilities, on-site parking, public and private utilities that will service the building, on-site and off-site landscaping and streetscape improvements and sidewalks, all as depicted on the Village-approved site plan, building elevations, landscape / streetscape plan, signage plan, lighting plan and property maintenance plan, and final versions of the building plans ("Final Development Plans"), which will be placed on file with the Village; and

WHEREAS, the Village plans to create one or more tax code areas within the TIF District to separately account for the incremental tax revenues that are generated from the Property and the Project; and

WHEREAS, the Developer agrees to apply for and obtain all necessary zoning relief and building and site development permits, fees and licenses, and to pay all Village and other governmental development and impact fees, tap-on fees, and other charges and assessments relative to the Project; and

WHEREAS, it is necessary for the successful completion of the Project that the Village enters into the attached "ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT WITH DEVELOPER 1700-1704 S 1ST AVE LLC" (the "Agreement"), with the Developer to provide for an economic incentive, as more specifically detailed in the attached Agreement, to encourage the redevelopment of the Property, thereby implementing the TIF Plan. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Developer is unable and unwilling to undertake the redevelopment of the Property, but for certain tax increment financing ("TIF") incentives, to be provided by the Village in accordance with the TIF Act and the home rule powers of the Village, which the Village is willing to provide under the terms and conditions contained in the attached Agreement. The Parties agree that, but for the TIF incentives, to be provided by the Village, the Developer cannot successfully and economically develop the Property in a manner satisfactory to the Village; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is desirable and in the Village's best interests to: (a) assist the Developer, as set forth in the attached Agreement, in order to stimulate and induce redevelopment of the Property; and (b) agree to reimburse certain actual, documented TIF eligible redevelopment project costs incurred by the Developer as part of completing the Project through those incremental property taxes that are generated exclusively by

the Project due to increases in the equalized assessed valuation ("EAV") of the Property, all in accordance with the terms and provisions of the TIF Act, the Village's home rule authority, and the terms of the attached Agreement; and

WHEREAS, the Village is authorized under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) (the "Economic Development Statute") to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise, that are deemed necessary or desirable for the promotion of economic development within the Village; and

WHEREAS, the President and Board of Trustees of the Village agree to appropriate and authorize the expenditure of funds from the "The Developer TIF Incentive Fund" (as defined in the Agreement) in accordance with the applicable provisions of the TIF Act, the Economic Development Statute and the attached Agreement; 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") and to approve the expenditure of its TIF District Funds for the TIF eligible redevelopment costs associated with the Project pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5), and the TIF Act, and finds that entering into this Agreement is in the best interests of the Village.

BE IT ORDAINED 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 Ordinance are found to be true and correct and are adopted as part of this Ordinance.

SECTION 2: Authority. The Village is a duly constituted and organized home rule municipality, as described in Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. The adoption of this Ordinance implements the TIF Plan in accordance with the TIF Act.

SECTION 3: Execution and Delivery of Agreement and Other Documents. The President and Board of Trustees of the Village authorize the approval and execution of the Agreement (Exhibit "A"), for the purposes set forth in this Ordinance. The President and Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or their designee, to execute and deliver the executed, final version of the 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 Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including this Ordinance and the Agreement, to the Developer for record retention purposes.

SECTION 4: Estimate of Expenditures. The Village intends to incur Expenditures in connection with the Project, consistent with the TIF Plan and in accordance with the Agreement, including, but not limited to, the following:

1. The actual, documented eligible “redevelopment project costs,” as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), and as listed in the attached Agreement for the Project (**Exhibit “A”**) (“TIF Eligible Redevelopment Project Costs”) incurred by the Developer for the completion of the Project, subject to the terms imposed on the payment of the economic incentive by the Agreement, including, but not limited to, submittal of reimbursement requests by the Developer and payment of up to \$550,000.00 of such TIF Eligible Redevelopment Project Costs on a “pay-as-you-go” basis over the remaining life of the TIF District (“Incentive Cap”) and further subject to an annual payment of only 70% of the *ad valorem* taxes generated by the Project.
2. Costs for Village-related professional services related to the Project, including but not limited to legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

SECTION 5: Authorization of Expenditures Under the Agreement. The expenditure of funds from the TIF District Fund is authorized up to the Incentive Cap dollar amount set forth in the Agreement, provided that the Developer completes the Project, and payment of the economic incentive is subject to the Developer’s compliance with the economic incentive reimbursement terms as set forth in the Agreement.

SECTION 6: Repealer; Severability. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Ratification. All actions of the President and Board of Trustees, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 8: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

ADOPTED this ___ day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of May, 2023, 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

Published by me in pamphlet form this ___ day of May, 2023.

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**MAYWOOD ECONOMIC INCENTIVE
AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT
WITH DEVELOPER 1700-1704 S 1ST AVE LLC
FOR THE REDEVELOPMENT OF THE 1700 TO 1718 SOUTH 1ST AVENUE PROPERTIES
LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT**

(attached)

THIS AGREEMENT AND EACH TERM, PROVISION, CONDITION, DOLLAR AMOUNT, PERCENTAGE AND ANY FINANCIAL TERMS AND/OR COMMITMENTS ARE SUBJECT TO CHANGE, REVISION, WITHDRAWAL, INPUT FROM THE VILLAGE'S TIF CONSULTANT, AND FURTHER NEGOTIATION AND APPROVAL BY THE VILLAGE BOARD, IN ITS SOLE DISCRETION

**ECONOMIC INCENTIVE AND
TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT**

By and Between

THE VILLAGE OF MAYWOOD, ILLINOIS

AND

1700-1704 S 1ST AVE LLC

**FOR THE REDEVELOPMENT OF 1700 TO 1718 SOUTH 1ST AVENUE PROPERTIES
LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT**

**(Project: Land Acquisition, Building Rehabilitation and Parking Lot Improvements
at 1700 to 1718 South 1st Avenue Properties
for Single Tenant Retail / Restaurant Use with Drive-Thru Facility)**

**ECONOMIC INCENTIVE AND
TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT**

This **ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT** (“**Agreement**”) is dated the ____ day of May, 2023 (“**Effective Date**”), and is entered into by and between the **VILLAGE OF MAYWOOD**, a home rule Illinois municipal corporation (“**Village**”), and **1700-1704 S 1ST AVE LLC**, an Illinois limited liability company with offices located at 226 North Morgan Street, Suite 300, Chicago, Illinois 60607 (“**Developer**”) (the Village and the Developer may each be referred to as a “**Party**” and collectively referred to as “**Parties**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements and economic incentives set forth in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS:

A. The President and Board of Trustees of the Village (the “**Corporate Authorities**”) have the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.

B. The Village is authorized under the provisions of Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law.

C. The Village is authorized under the provisions of Article VIII (Finance) of the Illinois Constitution of 1970 to use public funds for public purposes.

D. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4 (“**TIF Act**”), to finance redevelopment projects in accordance with and pursuant to the TIF Act.

E. The Village is authorized under the provisions of the Illinois Municipal Code to appropriate and expend funds for economic development purposes, including, without limitation, to make grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village, 65 ILCS 5/8-1-2.5 (“**Economic Development Statute**”).

F. Pursuant to Ordinance No. CO-97-01, Ordinance No. CO-97-02 and Ordinance No. CO-97-03, adopted March 27, 1997, the Village approved a tax increment redevelopment plan and project (the “**TIF Plan**”), designated the tax increment redevelopment project area (the “**Redevelopment Project Area**”), and adopted tax increment financing relative to the Village's “**Madison Street / Fifth Avenue Tax Increment Financing District**” (the “**TIF District**”). Pursuant to Ordinance Number CO-2013-12 (adopted March 13, 2013) and Ordinance Numbers CO-2020-39, CO-2020-40 and CO-2020-41, adopted December 29, 2020, the Village approved amendments to the TIF Plan in order to extend the term of the TIF District to December 31, 2032 (collectively, “**TIF Ordinances**”).

G. The Developer is the contract purchaser of the real property located at 1700 to 1718 South 1st Avenue, which are generally located at the northwest corner of 1st Avenue and Harrison Street (the "**Property**"). The Property is legally described in Exhibit "A", attached hereto and made a part hereof.

H. The Property is located within the TIF District. The Developer plans to acquire and redevelop the Property by demolishing two (2) existing residential-styled buildings at the 1704 and 1718 South 1st Avenue properties and constructing a 29 space parking lot and drive-thru lane facility on those properties and completing a building rehabilitation of the existing approximately 2,717 square foot retail / restaurant building located on the 1700 South 1st Avenue property and then lease the Property to a single tenant retail / restaurant user for a coffee shop operation with drive-thru facility (the "**Project**"). The Developer estimates the total development costs (inclusive of all hard and soft costs) to complete the Project to be approximately Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) ("**Estimated Project Cost**"). The Developer agrees to construct the Project in substantial conformance with the Proposed Site Plan (Sheet 1), Proposed Building Elevations (8 Elevations shown on Sheets 1 through 3), the Development Overview (Sheets 1 and 2), Development Feasibility (Sheet 1), copies of which are attached hereto as Exhibit "B" (the "**Preliminary Project Plans**"), and, provided the Project is constructed in substantial conformance with Preliminary Project Plans, the Corporate Authorities of the Village agree to financially assist the Developer, pursuant to, and in accordance with, this Agreement, the TIF Ordinances, the Economic Development Statute and the TIF Act, to facilitate the construction of the Project on the Property.

I. The Developer has submitted a request for economic assistance with the Project consisting of: Developer's Economic Incentive Request: TIF Eligible Costs by Category (Sheet 1), Site Specific TIF Eligible Costs (Sheet 1), Hard Cost Breakdown (Sheet 1) and TIF Request (Sheet 1). A copy of these documents are attached as Exhibit "C" and made a part hereof. The total dollar amount of the Developer's TIF economic incentive request is \$550,000.00, which is addressed below in this Agreement. The Developer also requested certain eligible Enterprise Zone economic incentive benefits for the Project, which will be handled by the Parties under a separate approval, and a Cook County Class 8 Real Estate Tax Incentive for the Property, but that portion of the economic request was not approved by the Village.

J. The redevelopment of the Property is essential to meet the overall objectives of the TIF District, thereby implementing and advancing the TIF Plan.

K. The Village has complied with or will comply with all notice procedures with respect to entering into and performing under this Agreement.

L. The Village desires to have the Property developed in accordance with and pursuant to this Agreement to clear the blighting factors and other unfavorable characteristics of the TIF District, to promote the health, safety and welfare of the Village and its residents, to prevent the spread of those blighting conditions and other unfavorable characteristics in the TIF District, to encourage further private investment and development and promote economic development within the Village, and to enhance the Village's tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those taxing bodies who levy against the Property, and within the TIF District.

M. The Developer has represented to the Village that, but for the financial assistance and other benefits from the Village as detailed herein, the Project is not economically feasible, and that the Developer will not undertake the Project. The Parties acknowledge and agree that, but for the TIF

incentives to be provided by the Village, the Developer cannot successfully and economically develop the Property in a manner satisfactory to the Developer and the Village. The Village has determined that it is desirable and in the Village's best interests to assist the Developer in the manner set forth herein and as this Agreement may be supplemented and amended; and the Village, in order to stimulate and induce development of the Property, has agreed to finance certain TIF Eligible Costs (as hereinafter defined) through Project Incremental Property Taxes (as hereinafter defined), all in accordance with the terms and provisions of the TIF Act and this Agreement.

N. The foregoing Recitals are material terms and provisions to this Agreement and are incorporated herein and made a part of this Agreement.

SECTION 2. MUTUAL ASSISTANCE.

A. **Documents.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as well as the Village's adoption of such ordinances and resolutions, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions and intent.

B. **Revocation or Amendment.** The Village shall not revoke or amend the TIF Plan, this Agreement or the TIF Ordinances, if any such revocation or amendment would prevent, reduce, alter or otherwise impair the expenditure of TIF funds to support the Project as obligated in this Agreement, unless the amendment is mutually agreed to in writing by the Parties.

C. **Governmental Approvals.** The Parties shall cooperate fully with each other in implementing the Project and in seeking and obtaining from any and all appropriate governmental bodies (whether federal, state, county or local), other than the Village, all necessary permits, entitlements and approvals required or useful for the improvement of property and construction of the Project, or for the provision of services to the Property, including, without limitation, federal or state grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities, and storm water drainage facilities.

D. **Village Approvals.** The Village shall issue all permits and approvals necessary for the Project including, without limitation, plats, demolition permits, site development permits, building and other permits, and certificates of occupancy (collectively, the "**Village Permits**"), provided that the Developer submits all petitions and applications for such Village Permits, pays all fees required under applicable Village ordinances, standards, rules and regulations, and all the plans and work related to the Project conform to all applicable Village, state, county, special district regulatory entities (MWRDGC) and federal laws, ordinances, rules, and regulations, including, without limitation, all applicable zoning ordinances, building codes, environmental codes, and life safety codes of the Village (the "**Government Regulations**"), and the Developer complies with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Developer shall be required to pay all Village Fees (as defined in **Section 3.H.** below) relative to the Project.

SECTION 3. DEVELOPER'S OBLIGATIONS.

A. **Property Acquisition; Development.** The Developer intends to acquire the Property within ninety (90) calendar days from the Effective Date of this Agreement, subject to Force Majeure

(defined in Section 7.M. hereof) (“**Acquisition Date**”). The Parties may agree to extend the Acquisition Date to a later date(s) by mutual agreement as set forth in an executed written addendum (“Extended Acquisition Date”). In the event the Developer fails to acquire title to the Property by the Acquisition Date, or a mutually agreed upon Extended Acquisition Date, this Agreement may be terminated by either Party upon written notice delivered to the other Party, and, in such case, neither Party shall be liable to the other Party relative to the termination of this Agreement. From and after the acquisition, the Developer will undertake site preparation and grading, repair and install public infrastructure, repair and install private site infrastructure, repair and install site improvements, undertake building demolition and rehabilitation (as applicable), and perform other improvements necessary for the redevelopment, all as detailed in the set of Village-approved “Final Project Plans”, which shall be prepared and submitted to the Village by the Developer prior to commencement of any on-site Project work in order to obtain a site development permit and/or a building permit for the Project. The Final Project Plans shall consist of at least the following: elevations, architectural plans, engineering plans for all off-site and on-site Project work (below grade and above grade improvements including infrastructure and utility improvements, exterior building signage plan, parking and traffic signage plan, drive-thru facility plan, exterior lighting plan, and landscape plan to be prepared by Developer (or its consultants). The Final Project Plans are subject to review and approval by the Village as part of the Village plan review and approval process, are subject to Village Board approval to ensure that the Final Project Plans are in substantial conformance with the attached Preliminary Project Plans, and such Final Project Plans, once approved by the Village, shall be incorporated into this Agreement as Exhibit “D”. The Developer may receive a demolition permit from the Village for the existing structures located at the 1704 and 1718 South 1st Avenue properties prior to submittal and Village approval of the Final Project Plans; however, the Developer shall not be eligible for reimbursement of such demolition costs as part of the economic incentive provided for under this Agreement unless the Project is completed in accordance with the Village-approved Final Project Plans.

Notwithstanding anything to the contrary in this Subsection, the Developer shall construct the Project in substantial compliance with the Village-approved Final Project Plans. Further, the Developer shall thereafter own, operate and maintain (or cause the tenant of the Property to operate and maintain) the Property in conformance with all applicable Government Regulations.

B. Commencement and Completion of Construction. The Developer shall deliver a construction schedule for the Project (the “**Construction Schedule**”) to the Village as soon as is reasonably practicable, but not later than the date that the Developer acquires fee title to the Property, a copy of which shall be subsequently attached hereto as Exhibit “E” and incorporated herein. The Developer intends to commence work on the Project not more than ninety (90) calendar days after the latest to occur of the following: (a) the completion of the acquisition of the Property by the Developer, (b) the date of receipt of a Village-required site development permit and/or building permit, or (c) the receipt of all other permits required by other governmental agencies, including, without limitation, Cook County (the “**Anticipated Commencement Date**”), subject to Force Majeure (defined in Section 7.M. hereof). Failure to commence work within ninety (90) calendar days after the Anticipated Commencement Date (subject to extension for Force Majeure) shall constitute an event of default (“**Event of Default**”) hereunder. The date the Developer receives any and all permits necessary to construct and complete the Project authorizing work to proceed on the Project, or any part thereof, shall be the “**Commencement Date**”. Construction of the Project shall substantially comply with, and the Project shall be substantially completed in accordance with, the Construction Schedule, but not later than eighteen (18) months after the Commencement Date, subject to Force Majeure (“**Substantial Completion Date**”). “**Substantial Completion**” or “**Substantially Completed**” shall mean that the Project is eligible to receive a temporary certificate of occupancy and the public improvements are completed to specification and ready for

dedication. Failure to have Substantially Completed construction of the Project on or before the Substantial Completion Date shall constitute an Event of Default.

The Developer will, and will require all of its contractors to, prosecute the Project diligently, continuously, in full compliance with, and as required by or pursuant to, this Agreement, until the Project is Substantially Completed, subject to Force Majeure.

C. Project Financing. Within ninety (90) calendar days of the Effective Date, the Developer shall secure and send to the Village Manager fully executed financing term sheets reasonably acceptable to the Village and sufficient to provide the funds to Substantially Complete the Project, including firm evidence of bank financing as to the precise amount, rate, terms and availability of the Village-required letter of credit for the public improvements, and firm evidence of sufficient Developer equity in an amount of not less than 20% of all hard and soft costs necessary to develop and construct the Project. Within one hundred eighty (180) calendar days of the Effective Date, the Developer shall secure and send to the Village Manager fully executed loan commitments acceptable to the Developer, in its sole discretion, to provide the funds sufficient to Substantially Complete the Project. The Developer's financing commitments shall be sufficient to cover the equity and debt financing to Substantially Complete the Project. In the event the Developer is unable to provide the Village with written evidence of Project financing sufficient to Substantially Complete the Project within the time frame set forth herein, the Corporate Authorities of the Village may, in exercising their sole discretion, terminate this Agreement and all of the Parties' rights, duties and obligations thereunder.

D. Use by Third Parties. Any use of the Property by the Developer, or any successor in interest or assigns or transferee, or by any tenant, occupant, or any third party, pursuant to a lease, license or other agreement with the Developer or property manager, shall be consistent with the Village-approved Project described herein during the term of this Agreement and all applicable Government Regulations. .

E. Assessed Value Objections; Tax Rate; Payment of Real Estate Taxes; No Tax-Exempt Status. The Developer shall timely pay(or cause its tenant to pay when due all real property taxes associated with the Property. The Developer, and its successors and assigns, shall not assert a tax-exempt status during its respective periods of ownership of, or having an interest in, the Property or the Project. This prohibition shall run with the land and shall expire if agreed to in writing by the Village and the Developer or its successors and successor owners of the Property. The Parties agree that from and after the date of the sale of the Property to an unaffiliated third party, the Developer shall not have any liability hereunder for the failure of any successor owner or tenant of the Property to comply with the provisions of this paragraph.

F. Village Permits; Staging. In order to receive the economic incentive provided by this Agreement, no construction, improvement or development of any kind shall be permitted on any portion of the Property unless and until: (a) the Developer acquires title to the Property; and (b) the Developer has been issued a demolition permit, a site development permit or a building permit. Further, no occupancy of the Property may occur prior to the issuance of a certificate of occupancy. In the event that the Developer fails to complete the Project on or prior to the Substantial Completion Date, the Village will have the right, but not the obligation, to enter the Property and complete any remaining public improvements using the "**Developer Security**" (as hereinafter defined), all at the sole cost and expense of the Developer. During the construction of the Project, the Developer shall stage its construction of the Project to avoid to the fullest extent possible any community disruption. During construction, the

Developer shall also keep all public streets used by the Developer clean on a daily basis; and for each day in which such public streets are not properly clean, the Developer shall pay the Village the sum of Five Hundred and No/100 Dollars (\$500.00) for each such violation. The Developer shall park and stage all construction equipment, materials and vehicles to be used in relation to the construction of the Project on the Property.

G. Final Inspections and Approvals. When the Developer determines that the Project has been Substantially Completed, the Developer will request inspection, approval and, as appropriate, acceptance of the Development by the Village. The notice and request must be given no less than ten (10) calendar days in advance to allow the Village time to inspect the Project and to prepare a punch list of items requiring repair or correction in order to be in compliance with the Village Permits and Final Project Plans, and to allow the Developer time to make all required repairs and corrections in accordance with the Village Permits and Final Project Plans prior to the Substantial Completion Date. The Developer will promptly make all necessary repairs and corrections as specified on the punch list. The Village will not be required to approve or accept the Project until the Project, including, without limitation, all punch list items, have been fully and properly completed in accordance with this Agreement, the Final Project Plans, the Village Permits, and all applicable Government Regulations, as amended.

H Fees. The Developer shall pay all fees to the Village for the Project, including, without limitation, permit fees, inspection fees, impact fees, review fees and tap-on fees or any other fees or charges, as provided by the Village Code, Village ordinances, rules or regulations, as amended ("**Village Fees**"). The Developer shall also pay all fees and charges that are required or assessed by all other governmental agencies and entities with regulatory jurisdiction over the Project as set forth in the applicable Government Regulations.

I. Inspection of Work; Certification of Reimbursable Redevelopment Project Costs and TIF Incentive Approval Process; Developer Funding of Project. The Village, or its designee, will inspect the Project work on an on-going, regular basis and will inspect the progress and completion of each category of work that is included as "Anticipated TIF Eligible Project Redevelopment Costs" under **Exhibit "I"**. The Developer shall, from time to time, submit to the Village Manager a complete, executed Reimbursement Request Letter for TIF Eligible Redevelopment Project Costs and Certificates of Reimbursable Project Costs ("Reimbursement Request Letter"), in a form substantially consistent with **Exhibit "F"**, certifying the TIF Eligible Redevelopment Project Costs incurred in connection with the Project which are reimbursable under the TIF Act; provided, however, the Developer shall only be eligible for reimbursement of those actual, documented TIF Eligible Redevelopment Project Costs under the TIF Act up to Five Hundred Fifty Thousand Dollars (\$550,000.00) of such costs ("**Maximum TIF Incentive Amount**") from the Project Incremental Property Taxes (as hereinafter defined) generated by the Project as set forth in **Section 4** below. At the time of submittal, the Reimbursement Request Letter shall be accompanied by Project expenditure summaries, as prepared and certified by the Developer, with appropriate supporting documentation (i.e., construction escrow statements, paid invoices, proof of payment to contractors, subcontractors, suppliers, executed liens waivers, contractor's sworn statement and affidavit, lender financing statements, lender progress payments and evidence of wire transfers, etc.), as deemed reasonably necessary by the Village (i.e., Village Manager, Village Engineer or the Corporate Authorities).

1. **Reimbursement Request Process.** To assert its right of reimbursement for the actual, documented, incurred TIF Eligible Redevelopment Project Costs under **Section 4** below (the "**TIF Incentive**"), the Developer shall submit to the Village Manager a complete, executed Reimbursement Request Letter and such supporting documentation as may be reasonably

requested by the Village (including, without limitation, construction escrow statements, paid invoices, proof of payment to contractors, subcontractors, suppliers, executed liens waivers, contractor's sworn statement and affidavit, lender financing statements, lender progress payments and evidence of wire transfers, etc.) verifying the TIF Eligible Redevelopment Project Costs that the Developer has incurred and paid in connection with the Project, so as to permit the Parties to establish the total TIF Eligible Redevelopment Project Costs for which the Developer is requesting reimbursement, for approval by the Village.

The Village Manager shall have thirty (30) calendar days, after receipt of a complete Reimbursement Request Letter from the Developer, to recommend approval or disapproval, in writing, to the Developer and the Corporate Authorities of the Village of such reimbursement request (a "**Reimbursement Request**") and, if recommending disapproval of a request, to provide the Developer, in writing, a detailed explanation as to why such Reimbursement Request should be disapproved in whole or in part. Only the item(s) of the Reimbursement Request that is disapproved shall be withheld until the disapproved item is resolved, with the balance of the approved Reimbursement Request being sent to the Corporate Authorities for final approval as set forth in this Agreement.

In the event the Village Manager denies a Reimbursement Request, in whole or in part, the Village Manager shall notify the Developer in writing of such determination, specifying the item(s) denied and the reason therefor. The Developer shall have the right to cure the cause of the denial and resubmit its Reimbursement Request, detailing the action taken to cure the basis for denial. In the event the resubmission is denied, the Developer may appeal to the Village Attorney and the Village President, who shall meet and confer with the Developer to attempt to resolve the basis for the denial. If the matter is not resolved, the Developer may further appeal to the Corporate Authorities of the Village. If the Corporate Authorities of the Village uphold the denial, the Developer and the Village may jointly agree to submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association, or the Developer may pursue other legal remedies in equity or at law. The Village shall not withhold the timely approval of a Reimbursement Request of the Developer of those Developer TIF Redevelopment Project Costs that are not contested; however, actual payment of TIF Incentive funds to the Developer for any Village-approved Reimbursement Request under this Agreement is subject to **Section 4** below.

2. **Payment of TIF Incentive.** The Developer shall be paid the TIF Incentive funds in accordance with **Section 4** of this Agreement.
3. **Developer Funding of Project.** Unless as otherwise set forth in this Agreement, the Developer shall advance all funds and all costs necessary: (i) to redevelop the Property and complete the Project in conformance with this Agreement; and (ii) to undertake other matters and incur those costs, which are eligible as "Redevelopment Project Costs" as defined in the TIF Act, and which are reimbursable under this Agreement, in connection with the Developer's completion of the Project and its use and occupancy of the Property.

J. **Progress Meetings.** At all times, the Developer and the Village shall each have an individual designated as the Developer's and the Village's primary point of contact for the Project and TIF economic incentive matters covered by this Agreement. Upon written request of the Village, the Developer shall meet on a quarterly basis, or more often is reasonably requested by the Village, with the

Community Development Director, or their designee, and other Village staff as appropriate, to provide a written comprehensive progress report on the Project. Appropriate Project team personnel shall attend the meeting on behalf of the Developer and the Village, and shall provide and exchange information regarding the status of construction and occupancy, pending permit requests and other appropriate information.

K. Open Book Project. The Project shall be an “open book” project, and the Developer and general contractor(s) will provide reasonable access, upon fifteen (15) calendar days’ notice of the Village Manager, or their designee, for the purpose of reviewing and auditing the Project books and records to determine the TIF Eligible Redevelopment Project Costs of the Project. The foregoing Village review and audit rights shall automatically terminate one (1) year from the date the TIF District is dissolved, expires or is otherwise terminated.

L. Insurance. Prior to issuance of any Village Permit, the Developer shall deliver to the Village Manager, at the Developer’s cost and expense, insurance required to be carried by the Developer pursuant to **Section 5** of this Agreement.

M. Public Improvements Guarantee (Developer Security); Damage to Village Property. The Developer will provide to the Village a letter of credit, payment, and performance bond or other form of surety approved by the Village Attorney in an amount equal to 110% of the Village-approved Developer’s engineer’s signed and sealed estimated cost of constructing any and all required on-site and off-site public improvements for the Project (the “Public Improvements”) in accordance with the terms of this Agreement (the “Developer Security”). Public improvements shall include, without limitation, street improvements, sidewalks, water systems, sanitary sewer systems, storm sewers, storm water management facilities, street lighting, required landscape improvements and restoration work. Upon demand, the Developer shall repair or replace with “like-kind, like-quality” materials any private and public improvements, equipment and facilities of any kind and all Public Improvements that are damaged by the acts and omissions of the Developer, and its consultants, contractors, subcontractors and agents, and by the inspection, testing and construction activities performed relative to the Project. No occupancy permit for the Project will be issued by the Village in the event such property damage is not repaired or replaced by the Developer, unless weather or other extenuating circumstances prevent the repair or replacement (i.e., supply chain delay), and, in such case, all or an adequate portion of the Developer’s Security or such additional amount of posted security, as determined by the Village Engineer, shall be retained to ensure completion of the repair or replacement. Subject to any holdback of funds or deductions from the Developer Security to pay for the completion of repair work, the Developer Security shall be returned by the Village to the Developer within sixty (60) days after Substantial Completion of the Project.

N. Compliance with Laws; Prevailing Wage Act. The Developer agrees to comply with all applicable laws, rules and regulations of any Federal, State or local entity or agency relating to the Project. The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. To the fullest extent permitted by law, the Developer will take affirmative action to ensure that applicants are employed and treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the Village setting forth the provisions of this nondiscrimination clause.

1. **Prevailing Wage Act.** The Developer and its contractor(s) and subcontractors are required to pay prevailing wages for all or portions of the Project work only if the Illinois Prevailing Wage Act (820 ILCS 130/) (the "IPWA") requires payment of prevailing wages. Under the Town of Normal v. Hafner decision, the Developer is not required to pay prevailing wages for the work necessary to complete this Project, even though the Developer will receive reimbursement of TIF District funds to complete certain portions of the Project that are TIF Eligible Redevelopment Project Costs as provided for under this Agreement. In the event that new legislation is enacted by the Illinois Legislature or the Hafner decision is overturned or modified so as to require that the Developer (or its contractors and subcontractors) comply with the IPWA for any work associated with the Project, the Developer and its contractors and subcontractors shall pay prevailing wages for all work that is subject to the IPWA. The Developer agrees to indemnify and hold harmless the Village for any claims, damages, liability or fines or penalties imposed on the Village by any governmental entity for failure to pay prevailing wages for all or portions of the Project work or other non-compliance with the IPWA by the Developer and its agents, contractors, employees, successors and assigns.

2. **Developer Certifications.** The Developer further certifies that:
 - a. 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/ (the Illinois Prevailing Wage Act) or as a result of 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 Developer 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 of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1.
 - b. 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; 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 made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - c. It shall comply with the Illinois Drug Free Work Place Act.
 - d. It shall agree not to commit unlawful discrimination and 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 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.
 - e. It is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal

Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein.

- f. It maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).
- g. It agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160). It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101).
- h. 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 shall comply with all applicable federal laws, and 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.
- i. Any construction contracts entered into by the Developer relating to the construction of the Project shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act.
- j. It 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 Property. 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 that this Agreement has been executed and may apply to this Agreement.
- k. Any 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.
- l. It shall be and remain in compliance with the Village's property maintenance regulations and shall promptly correct (or cause to be corrected) any code violations.
- m. It shall comply with any record requests by the Village under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140/). The definition of a public record under FOIA includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). The Developer shall maintain and make available to the Village, upon request, all records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/) and the FOIA.

O. Disclosures. Upon the Village's written request, the Developer will provide a list of all entities owning a greater than one percent (1%) interest in the Developer. The Developer will update this

information at the request of the Village. Based in part on the information provided by the Developer and in part on information from the Village's independent investigation, the Village affirms that its Corporate Authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village, have or will comply with the disclosure and conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the TIF Act and the Illinois Governmental Ethics Act (5 ILCS 420) relative to matters covered by this Agreement. Within thirty (30) calendar days after the Village's written request, the Developer shall provide the Village with all information required by 65 ILCS 5/11-74.4-5 for compliance with the annual TIF report that the Village is required to file with the State of Illinois Comptroller and shall provide such information using the TIF Form Letter Regarding Annual TIF Act Redevelopment Agreement attached as **Exhibit "G"**.

P. Successors and Assigns. The Developer shall be liable for all of the Developer's obligations under this Agreement. All obligations assumed by the Developer under this Agreement shall be binding on the Developer, and on any and all of the Developer's successors and assigns, and on any and all of the respective successor owners of all or any portion of the Property. To assure that the Developer's successors, assigns and successor owners of all or any portion of the Property have notice of this Agreement and the obligations created by it, the Developer shall:

1. RESERVED.
2. Notify the Village in writing at least thirty (30) calendar days prior to any date that the Developer intends to transfer title to any portion of the Property to any person not a party to this Agreement and included within the notice shall be a confirmation by the Developer of whether there will be a change in the recipient of the TIF Incentive provided for under this Agreement. The Developer may, with written notice to the Village, collaterally assign this Agreement to the Developer's construction lender or permanent lender, and, if requested or required by such lender, the Village will execute an acknowledgement of such collateral assignment in a form reasonably required by the lender; and
3. Incorporate, by reference, this Agreement into any property sales contracts entered into for the sale of all or any portion of the Property to a person or entity not a party to this Agreement; and
4. Require, prior to the transfer of all or any portion of the Property to any person or entity not a party to this Agreement, the transferee to execute an enforceable written agreement, attached hereto as **Exhibit "G"** ("**Transferee Assumption Agreement**"), agreeing to be bound by this Agreement, and to provide the Village, after request, with reasonable assurance of the financial ability of the transferee to meet any remaining obligations under this Agreement. Notwithstanding the foregoing, upon any transfer of all or any portion of the Property, the Developer may elect to not assign or transfer this Agreement (or any of the duties, obligations or benefits of the Developer hereunder) to the successor owner, but instead to retain sole liability, obligation and rights under this Agreement for the duration of the term hereof. In such event, the successor owner shall not have any liability or obligation under this Agreement and all TIF Eligible Redevelopment Project Costs constituting the TIF Incentive shall continue to be paid solely to the Developer notwithstanding any such transfer of all or any portion of the Property following Substantial Completion.
5. The Village agrees that, after a successor has become bound to the obligations of the Developer created in the manner provided in this Agreement, and has provided the financial assurances required in this Section, the liability of the Developer shall be deemed automatically released from its obligations under this Agreement. The failure of the Developer to provide the Village with a fully executed copy of a Transferee Assumption Agreement, with the transferee's

proposed assurances of financial capability before completing the transfer, shall result in the Developer remaining fully liable for all of the Developer's obligations under this Agreement, but shall not relieve the transferee of its liability for those obligations as a successor to the Developer (other than as provided in subsection 4. above, in the event the Developer elects not to assign or transfer this Agreement to a successor owner).

Q. Representations and Warranties of Developer

1. No Gifts. The Developer covenants that no officer, member, manager, stockholder, employee or agent of the Developer, or any other person connected with the Developer, have made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

2. Conflicts of Interest. Pursuant to Section 5/11-74./4-4(n) of the TIF Act, 65 ILCS 5/11-74.4-4(n), the Developer represents, warrants and covenants that, to the best of their knowledge, no member, appointed or elected official or employee of the Village, or any consultant hired by the Village or the Developer with respect thereto, owns or controls, has owned or controlled, or will own or control any interest in the Property or any other property in the Redevelopment Project Area, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Project Area.

3. Assignment. Prior to Substantial Completion, the Developer may not assign or transfer some or all of its rights or obligations under this Agreement to a non-affiliated person or entity without the prior written consent of the Corporate Authorities of the Village, the granting or denial of which consent shall be in the sole discretion of the Corporate Authorities of the Village. Notwithstanding the foregoing, the Developer may at any time, with prior written consent of the Corporate Authorities of the Village and upon at least ten (10) days' prior written notice, transfer all of its rights or obligations under this Agreement to an Affiliate of Developer. As used herein, an "**Affiliate of Developer**" shall mean an entity which controls, is controlled by, or is under common control with the Developer and which has, directly or indirectly, the same manager, members, partners or shareholders owning in the aggregate more than fifty percent (50%) of the ownership interests in the Developer owning more than fifty percent (50%) of the ownership interests in said Affiliate. As used herein, "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise.

4. Property Acquisition. The Developer shall provide the Village with documentation reasonably acceptable to the Village regarding the Developer's ownership of the Property for the Project prior to the issuance of any Village Permits.

5. Equal Employment Opportunity at the Project. To the extent permitted by law, the Developer shall use reasonable efforts to employ qualified residents of the Village for the construction of the Project. The Developer shall, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Developer agrees to notify its tenant(s) of job training incentives provided for under the TIF Act,

which are available from the Village, in its discretion and subject to budgetary constraints, as a condition of hiring Village residents to work for the tenant(s) at the Property.

6. Annual TIF Act Disclosure Data Developer Inclusion; Covenant of Title. In accordance with 65 ILCS 5/11-74.4-5 and for the term of this Agreement, the Developer shall provide to the Village, on or before June 1 each year as part of its continuing disclosure obligations under this Agreement, the information required by the TIF Act to allow the Village to comply with its annual disclosure requirements to the Illinois State Comptroller's Office. To satisfy this annual obligation, the Developer shall complete and submit to the Village Manager the template "Letter Regarding Annual TIF Act Redevelopment Agreement - Disclosures by Developer to the Village per 65 ILCS 5/11-74.4-5", a copy of which is attached hereto as **Exhibit "H"**. In order to comply with 65 ILCS 5/11-74.4-5, the Developer's initial Letter Regarding Annual TIF Act Redevelopment Agreement - Disclosures by Developer to the Village shall be delivered to the Village Manager on or before June 1, 2023 (if the Developer has acquired the Property prior to said date) or on or before June 1, 2024 (if the Developer acquired the Property on or after June 1, 2023).

SECTION 4. VILLAGE OBLIGATIONS.

A. Definitions. For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

1. "Change in Law" means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon: Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).

2. "Non-Project Incremental Property Taxes" means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon all of the properties within the TIF District, excluding the Property, which taxes are actually collected and paid to the Village, and which are attributable to the increase in the EAV of the Non-Project Properties over and above the EAV of the Non-Project Properties at the time of the formation of the TIF District, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement, and which have been received by the Village.

3. "Project Incremental Property Taxes" ("IPT") means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and paid to the Village, and which are attributable to the increase in the EAV of the Property over and above the EAV of the Property at the time of the formation of the TIF District, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement. After the Effective Date of this Agreement, the Village will request that the County Clerk of the County of Cook, Illinois, assign a Tax Code to the Property for purposes of tracking the amount of IPT generated by the Project.

4. "Madison Street / Fifth Avenue TIF Incentive Fund" means the special fund set up by the Village into which the Village will deposit both Non-Project Incremental Property Taxes and a portion of the Project Incremental Property Taxes as provided for in this Agreement.

5. "1700-1718 S 1st Avenue Project TIF Incentive Fund" means the special fund set up by the Village into which the Village will deposit Project Incremental Property Taxes as provided for in this Agreement. Once this Agreement terminates, all of the Project Incremental Property Taxes shall be deposited into the Madison Street / Fifth Avenue TIF Incentive Fund, unless otherwise directed in writing by the Corporate Authorities of the Village.

6. "TIF Eligible Redevelopment Project Costs" (also, "TIF Eligible Costs") means the costs of the Project that comply with the definition of "redevelopment project costs", as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), that are to be reimbursed from Project Incremental Property Taxes by the Village in accordance with this Agreement.

B. TIF Incentive Amount and Conditions. Based upon the Developer's representation of the need for financial assistance, and provided the Developer fulfills its obligations in this Agreement, the Village will provide the following tax increment financing assistance to facilitate the Project:

1. Maximum TIF Incentive Amount. The Village shall reimburse the Developer for those specific, agreed-upon "TIF Eligible Redevelopment Project Costs" as set forth in Exhibit "I" (Anticipated TIF Eligible Redevelopment Project Costs), that are actually incurred and documented by the Developer in relation to the Project (the "TIF Incentive") in an amount not to exceed Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00) ("Maximum TIF Incentive Amount") from the Project Incremental Property Taxes generated by the Project on a "pay-as-you-go" basis, subject to the Reimbursement Request submittal, review and approval provisions of this Agreement and the payout allocation below. The TIF Eligible Redevelopment Project Costs shall be limited to those categories of Project-related costs set forth in attached Exhibit "I". The actual costs incurred by the Developer for each category of TIF Eligible Redevelopment Project Costs identified in Exhibit "I" may vary and one or more of those categories may exceed the listed line-item dollar amount, provided that the total amount of reimbursement of the TIF Eligible Redevelopment Project Costs paid to the Developer shall not exceed the Maximum TIF Incentive Amount. The Developer shall not be paid under this Agreement for any costs of the Project not listed on attached Exhibit "I".

2. Payout Allocation of Project Incremental Property Taxes. This Agreement sets forth the terms of a "pay-as-you-go" TIF incentive reimbursement arrangement. As Project Incremental Property Taxes are received by the Village from the Cook County Treasurer and are deposited in the 1700-1718 S 1st Avenue Project TIF Incentive Fund, subject to the Developer's compliance with the Reimbursement Request submittal, review and approval process, the Village agrees to payout such available Project Incremental Property Taxes to both the Developer and the Village on the following percentage basis: (a) the Developer's share shall equal seventy

percent (70%); and (b) the Village share shall equal thirty percent (30%). This payout will continue until all of the incurred and Village-approved TIF Eligible Redevelopment Project Costs have been paid (if less than the Maximum TIF Incentive Amount) or until the Maximum TIF Incentive Amount has been reached or upon the termination of this Agreement or the expiration of the term of this Agreement, whichever occurs first. Once all of the TIF Eligible Redevelopment Project Costs have been paid (if less than the Maximum TIF Incentive Amount) or the Maximum TIF Incentive Amount has been reached, this Agreement shall terminate and all of the Project Incremental Property Taxes, whether on deposit in the 1700-1718 S 1st Avenue Project TIF Incentive Fund or generated in the future by the Property shall be available for use by the Village in accordance with the TIF Act and the TIF Plan. There shall be no holdback from the allocated payouts to the Developer or the Village to provide for the required student fees to the appropriate school district or the library patron fees, as required by the TIF Act, because the Project has no residential dwelling units.

3. Limitation on IPT Funds Used to Pay Developer. The Village shall deposit Project Incremental Property Taxes generated exclusively from the Property, per its assigned Tax Code Area, into the 1700-1718 S 1st Avenue Project TIF Incentive Fund. The Village shall use and rely solely upon the Project Incremental Property Taxes generated exclusively from the Property, per its assigned Tax Code Area, for payment of the TIF Incentive based on the Village approved Reimbursement Requests of TIF Eligible Redevelopment Project Costs. No other Village revenue sources will be used to make the TIF Incentive payments to the Developer. If this Agreement is terminated based on a breach by the Developer prior to payment in full of the Maximum TIF Incentive Amount, the Village shall have no obligation to the Developer to make any further payments to the Developer and shall not be liable for any shortfall of payout of the TIF Incentive. The Developer assumes all risks and liabilities associated with a shortfall in the payout of the TIF Incentive in the event the Project Incremental Property Taxes generated exclusively from the Property are not adequate to provide for the full payout of the Maximum TIF Incentive Amount. At the expiration of the TIF District, any unpaid amount due to the Developer from the Village shall be forgiven in full by the Developer; provided, however, if the Village is in possession of Project Incremental Property Taxes or such additional funds are paid to the Village by Cook County Treasurer after the expiration of the TIF District and there are unpaid Village approved TIF Eligible Redevelopment Project Costs, the Village shall pay the Developer its allocated share of those Project Incremental Property Taxes in accordance with the terms of this Agreement.

4. Conditions and Timing of Payments of TIF Incentive. The Village's obligation to make TIF Incentive payments from the 1700-1718 S 1st Avenue Project TIF Incentive Fund to the Developer is subject to the following conditions, in addition to those set forth elsewhere in this Agreement:

- a. Substantial Completion of the Project has been achieved; and
- b. The 1700-1718 S 1st Avenue Project Incentive Fund has adequate Project Incremental Property Taxes to pay the amounts requested for reimbursement by the Developer, subject to any Reserve Funds; and
- c. The Developer has not caused an Event of Default regarding any of its obligations under this Agreement.
- d. The TIF Incentive payouts will be paid annually within forty-five (45) calendar days following: (a) the Village's annual receipt of the second installment of property taxes from Cook County; and (b) the Village's approval of Developer's Reimbursement Request and Certificate of Reimbursable Project Costs.

5. Reimbursement Requests and Approval of TIF Incentive Payments. Section 3(l) of this Agreement governs the Reimbursement Request submittal, review and approval process.

6. Village Use of Project Incremental Property Taxes. The Village is authorized to use its share of the Project Incremental Property Taxes that are deposited into the 1700-1718 S 1st Avenue Project TIF Incentive Fund to pay for any incurred "redevelopment project costs" as defined in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), whether incurred by the Village prior to or after the Effective Date, relating to the formation or administration of the TIF District or the Project or may transfer any portion of the Village's share of the Project Incremental Property Taxes to the Madison Street / Fifth Avenue TIF Incentive Fund and expend such funds for any lawful purpose and use.

C. Reduction of TIF Incentive. If the actual total cost to complete that portion of the Project consisting of the categories of "TIF Eligible Redevelopment Project Costs" as set forth in Exhibit "I" (the "Total TIF Eligible Project Cost") is less than One Million One Hundred Eight-Four Thousand Four Hundred Fifty-Three and 90/ 100 Dollars \$1,184,453.90 of "Total Estimated TIF Eligible Redevelopment Project Costs" as set forth in said Exhibit "I", then the Maximum TIF Incentive Amount shall be reduced by a dollar amount equal to the percentage of the difference between the "Total Estimated TIF Eligible Redevelopment Project Costs" and the actual Total TIF Eligible Project Cost, as certified by the Village Engineer when the Developer submits for Village review and approval the Certification of Project Costs as required by Subsection 4.D below. If the actual TIF Eligible Project Cost exceeds the "Total Estimated TIF Eligible Redevelopment Project Costs" as set forth in said Exhibit "I", as certified by the Village Engineer, there shall be no increase in the Maximum TIF Incentive Amount.

D. Certification of Project Costs. The Total TIF Eligible Project Cost shall include the documented costs for materials and construction labor for actually completing that portion of the Project consisting of the categories of "TIF Eligible Redevelopment Project Costs" as set forth in Exhibit "I". The actual, Total TIF Eligible Project Cost for the Project shall be determined by the Parties as follows: The Village Engineer shall, in good faith and in consultation with the Developer, determine the actual, total incurred Total TIF Eligible Project Cost based on: (i) construction escrow draws, lender progress payments, submitted lien waivers, paid invoices and certified contractor's sworn statements that are filed by the Developer with the Developer's title company or lender, (ii) on-site progress inspections of the Project, and (iii) any other documents requested by the Village Engineer that reasonably relate to the construction costs associated with the Project. Copies of these escrow and lender draw-related documents will be provided to the Village Engineer at the same time they are filed with the title company or lender. The title company or lender will provide to the Village copies of each transaction confirmation of each draw payout of escrowed funds to each recipient of such funds (i.e., the Developer, the general contractor, suppliers, vendors, subcontractors, etc.).

E. Non-recourse Against Village. The TIF Incentive will be payable only from the Project Incremental Property Taxes and from no other source. There will be no recourse against the Village's General Corporate Fund or other Village revenues, and no effect on the Village's ability to issue debt in the future.

F. No Personal Liability of Village Officials. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, agent, employee, consultant or attorney of the Village, in their individual capacity, and no official, employee or attorney of the Village shall be liable personally under this Agreement, or be subject to any personal liability or accountability by reason of, or in connection with, or arising out of, the execution, delivery and performance of this Agreement, or any failure in connection therewith.

G. Defense of TIF District and Agreement. If an action is filed before a court of competent jurisdiction or any governmental agency to challenge this Agreement and the legitimacy of the TIF District and/or the TIF Plan in approving this Agreement, the Village will, as at its cost and expense, defend the integrity of the TIF District and TIF Plan and/or the Village's authority to enter into this Agreement. The Developer, at its expense, will fully cooperate with the Village in connection with such challenge.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. Liability Insurance Prior to Completion. Prior to issuance of any Village Permits, the Developer shall procure and deliver evidence of such policies to the Village, at the Developer's cost and expense, and shall maintain in full force and effect through completion of construction of the Project a policy or policies of commercial general liability insurance and, during any period of construction, contractor's liability insurance, with liability coverage under the commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) to be not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. In addition, the Developer will cause its general contractor to maintain One Million and No/100 Dollars (\$1,000,000.00) each occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate and excess coverage policy / umbrella coverage policy of not less than Five Million and No/100 Dollars (\$5,000,000.00) per occurrence. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village to protect the Village and the Developer against any liability incidental to the use of or resulting from any claim for injury or damage or loss occurring in or about the Property or in or about the Project, or arising from any kind of redevelopment, pre-construction (e.g., site inspection, soil testing, etc.) and construction activities of the Developer and its consultants, contractors, subcontractors and agents relative to the Project, except to the extent arising from Village (or its agents, employees and contractors) acts or omissions for which it may be held liable under the laws of the State of Illinois (in which case the Village shall look solely to its own insurance). Each such policy of the Developer and its general contractor shall specifically name the "Village of Maywood, its appointed and elected officials, officers, president and trustees, employees, agents, contractors, representatives and volunteers" as additional insureds. Any insurance carried by the Village for like risks shall be secondary, non-contributory and in excess of the insurance required of the Developer and its consultants, contractors, subcontractors and agents. The Village shall be given written notice at least thirty (30) calendar days prior to any cancellation or material amendment of the policy or policies required hereunder. The Developer shall provide to the Village a replacement certificate prior to expiration, cancellation or material modification of any policy.

B. Developer's Risk Prior to Completion. Prior to completion of the construction of the Project, as certified by the Village, the Developer shall keep in force (or cause its general contractor to keep in force) at all times builder's risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and the value of the pre-existing structures, and equipment, supplies and materials furnished for the Project (including on-site stored materials), all as to work by the Developer. Such insurance policies shall be issued by companies reasonably satisfactory to the Village. The Developer shall provide written notice to the Village at least twenty-one (21) calendar days before any such policy is cancelled or materially modified.

C. Village Review. The Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries or losses that may be sustained as the result of the Village's review, approval or denial of any plans or failure to review any plans for the Property or the Project, or the issuance of any approvals, permits, certificates or acceptances for the Project or use of the

Property or the Project, and that the Village's review and approval of those plans and the Project and issuance of those approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, invitees and licensees, or any other person, against damage or injury or loss of any kind at any time.

D. Village Procedure. The Developer has been advised by the Village that notices of meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and the Developer agrees not to challenge the Village's approval of this Agreement on the grounds of any procedural infirmity or of any denial of any procedural right.

E. Indemnity and Defense Expense. The Developer undertakes and assumes all potential liability for any injuries, deaths, losses, damages, claims or judgments of any nature whatsoever resulting from or in connection with the Project or the redevelopment, pre-construction (e.g., site inspection, soil testing, etc.) and construction activities at the Property, and the Developer shall hold harmless, indemnify and defend the Village and its "Affiliates" consisting of Village appointed and elected officials, officers, president and trustees, employees, agents, contractors, representatives and volunteers against any such losses.

1. **Developer Defense Expense.** The Developer agrees to pay all reasonable expenses incurred by the Village, the Village's Corporate Authorities, and all Village appointed and elected officials, officers, president and trustees, employees, agents, contractors, representatives and volunteers in defending against any and all claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties that may, at any time, be asserted against any of the Parties in connection with the Developer's duties, obligations and performance under this Agreement, including, without limitation, any claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties related to or associated with environmental conditions, matters or contaminants concerning or relating to the Property. These expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorneys' and experts' fees.

2. **Mutual Indemnification.** Each Party shall indemnify, hold harmless and defend the other Party, their agents, officials, members, managers, officers, directors and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, liens, including mechanic's liens, judgments, costs and expenses, including reasonable attorneys' fees, which may in any way arise from or accrue against the other Party as a consequence of the Project or any matter covered by this Agreement, or which may in any way result therefrom, other than those indemnified matters which arise from or relate to the other Party's negligence or willful misconduct. The provisions of this Section and any other indemnification obligations on the part of each Party shall survive the termination or expiration of this Agreement for a period of two (2) years. In any such action against either Party, the other Party shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Party in any such action, the other Party shall, at its own expense, satisfy and discharge such judgment. The prevailing Party shall indemnify the other Party for any costs, including reasonable attorney's fees, in enforcing the provisions of this Agreement.

SECTION 6. DEFAULT; CURE.

In addition to any other "Event of Default" identified in this Agreement, failure on the part of either Party to comply with any material term, representation, warranty, covenant, agreement or

condition of this Agreement within thirty (30) calendar days after written notice thereof shall also constitute an Event of Default hereunder. No Event of Default of this Agreement under this Section 6 may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice and the Party alleged to be in default continues diligently to pursue such cure. In the event of default by the Village in the performance of any of its obligations under this Agreement, the Developer's remedies shall include specific performance (including statutory interest on any sums deemed to be improperly withheld), and any and all rights and remedies available to the Developer at law or in equity, including termination of this Agreement. The Village shall not be liable for punitive damages, consequential damages or lost profits. In the event of default by the Developer in the performance of any of its obligations under this Agreement the Village shall be entitled to take such action authorized by this Agreement and pursue any other remedies available at law or in equity; provided, however, the Developer shall in no event be liable or punitive or consequential damages.

SECTION 7. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic internet mail ("E-mail"). E-mail notices shall be deemed valid only to the extent that they are: (a) sent to the business email address set forth below or such other email address used by the recipient, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail by Certified Mail, as evidenced by a return receipt. By notice complying with the requirements of this **Section 7.A.** each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Maywood
30 Madison Street
Maywood, Illinois 60153
Attention: Village Manager
Email: jkrischke@maywood-il.org

With a copy to:

Village Attorney
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
Attention: Michael T. Jurusik
Email: mtjurusik@ktjlaw.com

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

1700-1704 S 1ST AVE LLC
226 North Morgan Street, Suite 300
Chicago, Illinois 60607
Attention: Mr. Chris Ilekis
Email: c.ilekis@vequity.com

With a copy to: Developer Attorney
Patzik, Frank & Samotny, Ltd.
200 South Wacker Drive - Suite 2700
Chicago, Illinois 60606
Attention: John W. Morse
Email: jmorse@pfs-law.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.

D. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois.

F. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person or property is held to be invalid by a court of competent jurisdiction, the Parties agree that the remaining provisions of this Agreement and the validity, enforceability and application to any person or property shall not be impaired thereby, and the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

H. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

I. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

J. Authority to Execute. The Village warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer warrants and represents to the Village: (i) that it has entered or plans to enter into an agreement to purchase the Property to construct the Project, (ii) that no other person has any

other contractual or security interest in the Property, (iii) that it has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement and to bind the Developer and the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will: (a) result in a breach or default under any agreement to which Developer is a party or to which it or the Property is bound, or (b) violate any statute, law, restriction, court order or agreement to which the Developer or the Property are subject.

K. No Third Party Beneficiaries / No Joint Venture.

1. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village and the Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights or subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

2. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among the Parties.

L. Force Majeure. Neither the Village nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by a Change in Law, insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade; epidemic, pandemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God; governmental condemnation or taking other than by the Village; strikes or labor disputes, or work stoppages not initiated by the Developer or the Village; unreasonable delay in the issuance of building or other permits or approvals by the Village or other governmental authorities having jurisdiction other than the Village including but not limited to CCDOTH, MWRD and/or IEPA, and all applicable utilities; shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement; unknown or unforeseeable geo-technical or environmental conditions; major environmental disturbances; vandalism; or terrorist acts or other factors beyond a Party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property. In no event shall increased costs, economic hardship, or other financial considerations be considered a Force Majeure event. The Party relying on this Section with respect to any such delay shall, upon the occurrence of the event causing such delay, give written notice to the other Party to this Agreement. The Party relying on this Section with respect to any such delay may rely on this Section only to the extent of the actual number of days of delay affected by any such events described above.

M. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate upon the earlier occurrence of either the payment in full to the Developer of the Maximum TIF Incentive Amount or the termination or expiration of the TIF District or mutual termination of the Agreement or a breach of the Agreement by one of the Parties; provided that the following provisions shall survive this Agreement's voluntary or involuntary termination: **Sections 3.P., 4.E., 4.F., 5.C., 5.D., 5.E., 7.C., and 7.I.**

N. Recording. RESERVED.

O. Counterparts and Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by email or other electronic communication shall have the same effect as an original signature.

P. Enforcement of Agreement; Venue. The provisions of this Agreement shall be enforceable in any action in law or in chancery. The Parties agree that any legal action to enforce any right or obligation contained in or arising out of this Agreement shall be brought in the Circuit Court of Cook County, Illinois at the Richard J. Daley Center Courthouse.

Q. Estoppel Certificates. Each of the Parties hereto agrees to provide the other, upon not less than thirty (30) calendar days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such Party/Parties shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party.

R. Exhibits. The following exhibits are either incorporated herein by reference or attached to and made part of this Agreement as noted. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

- Exhibit "A": Legal Description of Property.
- Exhibit "B": Preliminary Development Plans: Proposed Site Plan (Sheet 1); Proposed Building Elevations (8 Elevations shown on Sheets 1 through 3); the Development Overview (Sheets 1 and 2); Development Feasibility (Sheet 1).
- Exhibit "C": Developer's Economic Incentive Request: TIF Eligible Costs by Category (Sheet 1); Site Specific TIF Eligible Costs (Sheet 1); Hard Cost Breakdown (Sheet 1); and TIF Request (Sheet 1).
- Exhibit "D": Final Project Plans (To be incorporated into this Agreement upon Village approval).
- Exhibit "E": Construction Schedule (To be incorporated into this Agreement upon completion).
- Exhibit "F": Template Reimbursement Request Letter for TIF Redevelopment Project Costs and Certificate of Reimbursable Project Costs.
- Exhibit "G": TIF Form Letter Regarding Annual TIF Act Redevelopment Agreement – Disclosures by Developer to the Village per 65 ILCS 5/11-74.4-5.
- Exhibit "H": Transferee Assumption Agreement.
- Exhibit "I": Anticipated TIF Eligible Redevelopment Project Costs.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below, and the date of the last signatory below shall be inserted on page 1 of this Agreement, as the Effective Date of this Agreement.

VILLAGE:
VILLAGE OF MAYWOOD,
an Illinois municipal corporation

ATTEST:

By: _____
Name: Nathaniel George Booker
Its: Village President

By: _____
Name: Gwaine Dianne Williams
Its: Village Clerk

Date: _____, 2023

Date: _____, 2023

DEVELOPER:
MAYWOOD 1700-1704 S 1ST AVE LLC

By: _____
Name: Christopher Ileki
Its: Manager

Date: _____, 2023

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL: 1700 S 1st Avenue, Maywood, Illinois 60153

Legal Description: Parcel 1: LOT 20 AND THE NORTH ½ OF LOT 19 IN BLOCK 183 IN SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST ½ OF THE VACATED ALLEY LYING WEST OF AND ADJOINING PARCEL 1 AFORESAID.

PIN: 15-14-163-009-0000

PARCEL: 1704 S 1st Avenue, Maywood, Illinois 60153

Legal Description: Parcel 1: THE NORTH 2.4 FEET OF LOT 17, ALL OF LOT 18 AND THE SOUTH ½ OF LOT 19 IN BLOCK 183 IN MAYWOOD, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2 AND THE WEST 1/2 OF SECTION 11, AND THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST ½ OF THE VACATED ALLEY LYING WEST OF AND ADJOINING PARCEL 1 AFORESAID.

PIN: 15-14-163-010-0000

PARCEL: 1718 S. 1st Avenue, Maywood, Illinois 6015

Legal Description: Parcel 1: LOTS 11 AND 12 (EXCEPTING THEREFROM THAT PART OF SAID LOTS LYING SOUTHEAST OF A LINE EXTENDED FROM A POINT ON THE EAST LINE OF LOT 12 AFORESAID, 2.4 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 12, TO A POINT ON THE SOUTH LINE OF LOT 11 AFORESAID, 45 FEET WEST OF THE SOUTHEAST CORNER OF LOT 11), AND LOTS 13, 14, 15, 16, AND 17 (EXCEPT THE NORTH 2.4 FEET OF LOT 17) IN BLOCK 183 IN MAYWOOD, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 12, AND THE WEST HALF OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 12 AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST ½ OF THE VACATED ALLEY LYING WEST OF AND ADJOINING PARCEL 1 AFORESAID.

PIN: 15-14-163-019-0000

EXHIBIT "B"

PRELIMINARY DEVELOPMENT PLANS

- Proposed Site Plan (Sheet 1)
- Proposed Building Elevations (8 Elevations shown on Sheets 1 through 3)
- Development Overview (Sheets 1 and 2)
- Development Feasibility (Sheet 1)

(attached)

EXHIBIT "C"

DEVELOPER'S ECONOMIC INCENTIVE REQUEST

- TIF Eligible Costs by Category (Sheet 1)
- Site Specific TIF Eligible Costs (Sheet 1)
- Hard Cost Breakdown (Sheet 1)
- TIF Request (Sheet 1)

(attached)

EXHIBIT "D"

FINAL PROJECT PLANS

(To be incorporated into this Agreement upon Village approval)

EXHIBIT "E"

CONSTRUCTION SCHEDULE

(To be incorporated into this Agreement upon completion)

EXHIBIT "F"

Template Reimbursement Request Letter
for TIF Redevelopment Project Costs
and
Certificate of Reimbursable Project Costs

[This form may be revised by the Village at its sole discretion. Additional information may be requested from Developer]

[Date]

To: Village Hall

Village of Maywood

30 Madison Street

Maywood, Illinois 60153

Attention: Village Manager and Village Engineer

Re: Economic Incentive and Tax Increment Allocation Financing Development Agreement dated _____, 2023 ("Agreement")
Developer: 1700-1704 S 1ST AVE LLC
Reimbursement Request No. ____

You are requested to disburse funds from the 1700-1718 South 1st Avenue Project TIF Incentive Fund of the Madison Street / Fifth Avenue Tax Increment Fund established by the Village pursuant to Section 4 of the Agreement in the amount(s), to the person(s) and for the purpose(s) set forth in this Reimbursement Request. The terms used in this Reimbursement Request shall have the meanings given to those terms in the Agreement.

1. REIMBURSEMENT REQUEST NO.:
2. PAYMENT DUE TO:
3. AMOUNT TO BE DISBURSED: \$

Reimbursement of eligible Interest Costs shall be paid directly from the Village's 1700-1718 South 1st Avenue Project TIF Incentive Fund or the Madison Street / Fifth Avenue Tax Increment Fund, provided the Developer is actively engaged in the completion of the Project following the Effective Date of this Agreement in accordance with 65 ILCS 5/11-74.4-3(q) (6 and 11), as amended, and payout of those funds shall follow the review and approval process set forth in Sections 3 and 4 of the Agreement. Reimbursement of other TIF Eligible Redevelopment Project Costs shall be paid to the Developer from the 1700-1718 South 1st Avenue Project TIF Incentive Fund on a "pay-as-you-go" basis pursuant to Sections 3 and 4 of the Agreement.

4. The amount requested to be disbursed pursuant to this Reimbursement Request will be used to reimburse the Developer for those actual, documented, incurred TIF Eligible Redevelopment Project Costs detailed in Schedule "A" attached to this Reimbursement Request, subject to the Maximum TIF Incentive Amount payable to the Developer as set forth in the Agreement.

5. The undersigned certifies that:

(i) I am _____ [title] of _____ ("Developer") and I am authorized by the Developer to make the following representations on behalf of Developer to the Village of Maywood for the purpose of inducing the Village to make certain payments to Developer, as hereafter set forth.

(ii) The amounts to be reimbursed pursuant to this Reimbursement Request were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect.

(iii) The expenditures for which amounts are requisitioned represent proper TIF Eligible Redevelopment Project Costs, have not been included in any previous Reimbursement Request, have been properly recorded on the Developer's books, and are set forth in Schedule "A", with paid invoices attached for all sums for which reimbursement is requested.

(iv) The moneys requisitioned are not greater than those necessary to reimburse the Developer for its funds actually advanced for TIF Eligible Redevelopment Project Costs.

(v) The amount of TIF Eligible Redevelopment Project Costs to be reimbursed in accordance with this Reimbursement Request, together with all amounts reimbursed to the Developer pursuant to Section 4 of the Agreement is not in excess of the Maximum TIF Incentive Amount.

(vi) The Developer is not in default under the Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Agreement

6. Attached to this Reimbursement Request is Schedule "A", together with copies of paid invoices or bills of sale, copies of waivers of lien, and a contractor's sworn statement and affidavit and other supporting documents covering all items for which reimbursement is being requested, and a copy of the TIF Eligible Redevelopment Project Cost Schedule on which it has been noted all Eligible Project Redevelopment Costs heretofore reimbursed to the Developer.

1700-1704 S 1ST AVE LLC

By: _____
Name: _____
Title: Manager Date: _____ 202__.

RECOMMENDED FOR PAYMENT PER TERMS OF AGREEMENT:

VILLAGE OF MAYWOOD, ILLINOIS

By: _____
Name: _____
Village Manager Date: _____ 202__.

By: _____
Name: _____
Village Engineer Date: _____ 202__.

VILLAGE BOARD APPROVAL:

By: _____
Name: _____
Village President Date: _____ 202__.

Schedule "A"

To

Template Reimbursement Request Letter for TIF Redevelopment Project Costs
and Certificate of Reimbursable Project Costs

- Itemized expenditures
- Identification of relationship of each expenditure to development project
- Evidence of payment (paid invoices)
- proof of payment to contractors, subcontractors and suppliers
- Executed lien waivers
- Construction escrow statements
- Financing statements
- Lender progress payments
- Evidence of wire transfers
- Contractor's sworn statement and affidavit
- Lender financing statements
- Amount of this payment request
- Total payments received to date

Exhibit "G"

**TIF Form Letter Regarding Annual TIF Act Redevelopment Agreement –
Disclosures by Developer to the Village per 65 ILCS 5/11-74.4-5
[Form – on Developer Letterhead]**

DATE

To: Village President and Board of Trustees
Village of Maywood
30 Madison Street
Maywood, Illinois 60153

**Re: Annual TIF Act Redevelopment Agreement Disclosure by Developer to the Village
Developer: 1700-1704 S 1ST AVE LLC
Economic Incentive and Tax Increment Allocation Financing Development Agreement
for 1700 to 1718 South 1st Avenue Redevelopment Project
Property Address: 1700 to 1718 South 1st Avenue, Maywood, Illinois**

In accordance with 65 ILCS 5/11-74.4-5, for Fiscal Year 2023 and thereafter, the Developer provides to the Village of Maywood, Illinois as part of its continuing disclosure obligations under the ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD, ILLINOIS AND 1700-1704 S 1ST AVE LLC (the "Agreement"), the following information to allow the Village of Maywood to comply with its annual disclosure requirements to the Illinois State Comptroller's Office: The Developer states as follows:

1. Number of jobs, if any, projected to be created within the TIF District at the time of approval of the Agreement.
 - a. Developer Response: _____.
2. Number of jobs, if any, created as a result of the development to date for that reporting period under the same guidelines and assumptions as was used for the projections used at the time of approval of the Agreement.
 - a. Developer Response: _____.
3. Amount of increment projected to be created at the time of approval of the Agreement.
 - a. Developer Response: _____.
4. Amount of increment created as a result of the development to date for that reporting period using the same assumptions as were used for the projections used at the time of the approval of the Agreement.
 - a. Developer Response: _____.
5. Stated rate of return identified by the Developer, if any. Stated rates of return required to be reported shall be independently verified by a third party chosen by the Village.
 - a. Developer Response: _____.

If you have any questions regarding the above information, please advise.

Sincerely,

Name

1700-1704 S 1ST AVE LLC

cc. Village Manager
Finance Director
Village Attorney

EXHIBIT "H"

FORM OF TRANSFEEE ASSUMPTION AGREEMENT

TRANSFEEE ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this ____ day of _____, 20__, by, between and among **MAYWOOD 1700-1704 S 1ST AVE LLC** an Illinois limited liability company ("**Owner**"), _____, a _____ ("**Transferee**"), and the **VILLAGE OF MAYWOOD**, an Illinois municipal corporation ("**Village**").

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from the Owner certain real property situated in Cook County, Illinois and legally described in **Exhibit "1"** attached hereto and by this reference incorporated herein and made a part hereof ("**Property**"); and

WHEREAS, following the conveyance of the Property by the Owner, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Economic Incentive and Tax Increment Allocation Financing Development Agreement, dated as of ____, 2023, entered into by and between the Village and Owner, as amended from time to time ("**Redevelopment Agreement**");

NOW, THEREFORE, in consideration of the agreement of the Owner to convey the Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by, between and among the Village, the Owner, and the Transferee as follows:

1. **Recitals**. The foregoing recitals are incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Owner or the developer of the Property.

3. **Assurances of Financial Ability**. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall, upon the request of the Village, provide the Village with reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may require.

4. **Acknowledgement and Release of Transferor**. The Village acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, and the Village releases the Owner from any and all liability for failure to comply with the terms, requirements and obligations of the Redevelopment Agreement.

(Signature page follows)

Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below on the Signature Page, and the date that the last signatory signs below shall be the Effective Date of this Agreement and shall be inserted at Page 1 of this Agreement.

DEVELOPER:

1700-1704 S 1ST AVE LLC

By: _____

Name: Christopher Ileakis

Its: Manager

Date: _____, 20__

VILLAGE:

VILLAGE OF MAYWOOD,
an Illinois municipal corporation

By: _____

Its: Village President

Date: _____, 20__

ATTEST:

By: _____

Its: Village Clerk

Date: _____, 20__

ATTEST:

By: _____

Its: _____

Date: _____, 20__

TRANSFeree

a(n) _____

Date: _____, 20__

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 20__ by _____, the Village President of the **VILLAGE OF MAYWOOD**, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL
My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on _____ 20__, by _____, the Manager of **MAYWOOD 1700-1704 S 1ST AVE LLC**, an Illinois limited liability company, as his/her free and voluntary act in his capacities as the Manager of said company for the uses and purposes herein.

Signature of Notary

SEAL
My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on _____ 20__, by _____ the _____ of (Transferee) _____, a _____, as their free and voluntary act in their capacity as _____ of said company for the uses and purposes herein.

Signature of Notary

SEAL
My Commission expires:

EXHIBIT "1"
TO
TRANSFeree ASSUMPTION AGREEMENT

LEGAL DESCRIPTION

(To Be Attached)

EXHIBIT "I"

**ANTICIPATED TIF ELIGIBLE REDEVELOPMENT PROJECT COSTS
FOR REDEVELOPMENT OF 1700 TO 1718 SOUTH 1ST AVENUE PROPERTIES**

Categories of TIF Eligible Redevelopment Project Costs	Estimated Costs
Demolition	\$46,589.16
Earthwork	\$73,194.79
Landscaping	\$34,689.41
Trash Enclosure	\$13,376.00
Bases & Paving	\$195,267.12
Site Utilities	\$256,629.09
Concrete	\$15,999.04
Structural Steel	\$8,768.82
Carpentry	\$285,601.47
Roofing & Siding	\$45,706.30
Doors, Frames & Hardware	\$62,713.97
Painting	\$1,335.90
Plumbing Systems	\$16,175.36
Fire Sprinkler	\$22,006.92
HVAC RTUs	\$38,234.30
Electrical Equipment	\$43,725.65
EIFS	\$24,440.60
TOTAL ESTIMATED TIF ELIGIBLE REDEVELOPMENT PROJECT COSTS	\$1,184,453.90

For purposes of payment of the TIF Incentive, the dollar amounts set forth in the above line items are merely estimated amounts and the Developer may request reimbursement of actual, documented, incurred TIF Eligible Redevelopment Project Costs that exceed one or more of the above "category" line items. The limitation placed on total amount of reimbursement payable to the Developer under the Agreement is the capped dollar amount of the TIF Incentive equal to \$550,000.00, which is referred to as the Maximum TIF Incentive Amount. Under the Agreement, the Developer is not eligible to receive the above dollar amount listed in the "TOTAL ESTIMATED TIF ELIGIBLE REDEVELOPMENT PROJECT COSTS" line item.

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

ORDINANCE NO. CO-2023-_____

AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT WITH DEVELOPER 1700-1704 S 1ST AVE LLC FOR THE REDEVELOPMENT OF THE 1700 TO 1718 SOUTH 1ST AVENUE PROPERTIES LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PROJECT

(Project: Building Rehabilitation, Land Acquisition and Parking Lot Improvements at the 1700 to 1718 South 1st Avenue Properties for Single Tenant Retail / Restaurant Use with Drive-Thru Facility)

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the ___ day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of May, 2023.

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 May, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]



Village of

MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-6307
COMMUNITY DEVELOPMENT

To: Jim Krischke, Interim Village Manager

**From: Angela Smith, Director of Community Development
Michele Kitch, Business Attraction and Retention Coordinator**

Date: April 11, 2023

Re: Proposed Development Project for 1700-1718 S. 1st Avenue – Presentation by Vequity

BACKGROUND

The Village of Maywood has received a proposal from Vequity (“Developer”) for the redevelopment of the former Checkers site at 1718 S. 1st Avenue and the land acquisition and demolition of two houses located at 1700 and 1704 to establish a new location for a single tenant restaurant/coffee shop with drive thru and approximately 30 parking spaces (“Project”). The Project is estimated to create up to 20 new jobs. The properties are identified by the following PINs:

- | | |
|--|-------------------------|
| 1. 1700 S. 1st Avenue, Maywood, IL 60153 | PIN: 15-14-163-009-0000 |
| 2. 1704 S. 1st Avenue, Maywood, IL 60153 | PIN: 15-14-163-010-0000 |
| 3. 1718 S. 1st Avenue, Maywood, IL 60153 | PIN: 15-14-163-019-0000 |

The Project will be owned by 1700-1704 S 1ST AVE LLC, a domestic, newly created LLC which is registered to do business in Illinois. The Project is located in the Madison Street/Fifth Avenue TIF district. The estimated project cost is \$4.5 million.

The site is a former Checkers restaurant which has been closed for several years. The two houses are classified as residential properties per the Cook County Assessor’s website and are assessed at a 10% assessment level. This location at the northwest corner of the Eisenhower Expressway and 1st Avenue is a gateway to the Village of Maywood and would benefit from the proposed redevelopment of the property and to have an open and operating business once again.

FISCAL IMPACT

The overall estimated ten-year revenue for development of the proposed Project is **over \$708,000** as follows:

Proposed Project: Restaurant with Drive Through				
Estimated Fiscal Impact				
		Proposal Est. Annual (1)	Proposal Est. Annual (2)	Total Tax
		Property Tax - Increment	Retail Sales Tax	Revenue
		Building/Parking/Drive Thru	Maywood Share 2%	10 Years
Developed	2024	\$ -	\$ 43,000	\$ 43,000
	2025	\$ 82,070	\$ 43,000	\$ 125,070
	2026	\$ 82,070	\$ 43,000	\$ 125,070
	2027	\$ 89,355	\$ 43,000	\$ 132,355
	2028	\$ 89,355	\$ 43,000	\$ 132,355
	2029	\$ 89,355	\$ 43,000	\$ 132,355
	2030	\$ 97,087	\$ 43,000	\$ 140,087
	2031	\$ 97,087	\$ 43,000	\$ 140,087
	2032	\$ 97,087	\$ 43,000	\$ 140,087
	2033	\$ 105,292	\$ 43,000	\$ 148,292
Total		\$ 828,758	\$ 430,000	\$ 1,258,758
TIF incentive				\$ (550,000)
Total, net of incentive payment				\$ 708,758
Notes:				
(1) Property tax estimates based upon analysis provided by Ryan LLC				
(2) Based upon average annual sales provided by Vequity				

DEVELOPMENT CONSIDERATIONS

Developer is seeking TIF assistance in the amount of \$550,000 to be paid from the incremental property tax associated with the Project. The draft terms of the Economic Incentive Agreement are provided as Attachment A and the TIF Analysis prepared by Ryan LLC is provided as Attachment B. Additionally, the Village plans to support the Project through the Illinois Enterprise Zone Program with an estimated saving of \$60,000 from the sales tax exemption on building materials. The property location at 1718 S. 1st Avenue was previously approved for a Special Use Permit for electronic message board signs and a drive thru in Ordinance CO-2014-06. Developer will work with Village staff in site plan review and the permit process prior to the start of construction.

NEXT STEPS

Village Attorney has prepared an Economic Incentive Agreement for the Village Board of Trustees review and approval with direction to the Village Manager for execution.

Attachment A: Economic Incentive Agreement

Attachment B: TIF Analysis



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

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

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: May 10, 2023
RE: Recommendation of Edelson Law Firm Regarding Filing of a Proof of Claim in the Chapter 11 Bankruptcy Proceeding of Opioid Manufacturer "Endo Pharmaceutical"

I have enclosed the following documents for your review, consideration and action at the May 16, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting to provide direction relative to the recommendation proposed by Edelson PC, the Village of Maywood's ("Village") special litigation counsel, to file a proof of claim in the recently declared bankruptcy of opioid manufacturer Endo Pharmaceutical:

1. Notification (via email) from Edelson PC that pharmaceutical company Endo Pharmaceutical has filed for bankruptcy and a request to authorize Edelson to file a proof of claim against Endo in the bankruptcy proceedings on the Village's behalf.
2. General Opioid Proof of Claim Form related to Endo Pharmaceutical's Chapter 11 bankruptcy filing.

Consistent with its prior recommendation related to the bankruptcy of Purdue and other pharmaceutical makers and distributors, it is the recommendation of Edelson that the Board authorize it to file the proof of claim in the Endo bankruptcy matter as the best available avenue to recovering funds from Endo relative to its manufacturing of opioids. The deadline for the Village Board to take action to authorize Edelson to file the proof of claim in the Endo bankruptcy is May 31, 2023.

Background

Nationwide, hundreds of governmental entities have filed cases against opioid manufacturers and distributors. Those cases are largely consolidated and pending in the multi-district litigation docket in Federal court ("MDL") in Cleveland, Ohio. The governments with lawsuits on file seek compensation for the alleged bad acts of opioid manufacturers and distributors. Edelson PC represents the Village, not in the opioid litigation that is being litigated in the MDL, but instead as part of a suit filed by Edelson in Illinois State court on behalf of eleven (11) Illinois municipalities (Bellwood, Berkeley, Berwyn, Chicago Heights, Hillside, Melrose Park, Northlake, Oak Lawn, Pekin, River Forest and Tinley Park).

Recommendation

Edelson PC recommends that the Village agree to allow Edelson to file a proof of claim in the Endo Pharmaceutical bankruptcy proceeding.

If there are any questions, I will arrange for an attorney from Edelson PC to attend in person or participate remotely in the closed meeting to discuss this matter.

Mike

Enclosures

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

From: Theo Benjamin <tbenjamin@edelson.com>
Sent: Wednesday, May 10, 2023 11:04 AM
To: Michael A. Marrs <mamarrs@ktjlaw.com>
Subject: Re: [Ext] RE: [Ext] RE: [Ext] RE: [Ext] Re: [Ext] RE: [Ext] RE: [Ext] Re: [Ext] RE: [Ext] RE: Opioids Bankruptcy [Important Update] - Maywood

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. -IT Department

Hi Michael - it's not so much a settlement. Endo filed for bankruptcy so the only way to claim something from their estate is to file a proof of claim against the estate like we did in Purdue. I can confirm we are recommending that we file a proof of claim.

On Wed, May 10, 2023 at 9:02 AM Michael A. Marrs <mamarrs@ktjlaw.com> wrote:

Theo – Prepping this for Board. Can you confirm you are recommending the Village opt in to this latest settlement. And do you have a short memo by any chance that says that?

K T J KLEIN, THORPE & JENKINS

Michael A. Marrs 20 N. Wacker Dr., Ste. 1660
Partner Chicago, IL 60606 | p: 312.984.6400

mamarrs@ktjlaw.com

o: 312.984.6419 | c:
312.909.1391 ktjlaw.com

From: Theo Benjamin <tbenjamin@edelson.com>

Sent: Tuesday, May 02, 2023 3:36 PM

To: Michael T. Jurusik <mtjurusik@ktjlaw.com>

Cc: Nathaniel Booker <nbooker@maywood-il.org>; Jim Krischke <jkrischke@maywood-il.org>; Ari Scharg <ascharg@edelson.com>; Lanya Satchell <lsatchell@maywood-il.org>; Michael A. Marrs <mamarrs@ktjlaw.com>; Jean Charpentier <JCharpentier@ktjlaw.com>

Subject: Re: [Ext] RE: [Ext] RE: [Ext] Re: [Ext] RE: [Ext] RE: [Ext] Re: [Ext] RE: [Ext] RE: Opioids Bankruptcy [Important Update] - Maywood

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. -IT Department

Hi All:

You may have heard that Endo Pharmaceutical filed for Chapter 11 Bankruptcy. Similar to the Purdue bankruptcy, any claims against the entity must be filed as a proof of claim. The deadline to submit proof of claims in the Endo bankruptcy is May 31 and we intend to submit a timely claim on your subdivision's behalf absent any objections.

Please let me know if you have any questions.

Thank you,
Theo

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

ENDO INTERNATIONAL plc, *et al.*,

Debtors.

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

2023 AUG 24 PM 3:00
VILLAGE OF HAVENWOOD
CLIENTS OFFICE

**Modified Form 410
General Opioid Proof of Claim Form**

You may file Your claim electronically at <https://restructuring.ra.krroll.com/Endo/EPOC-Index>. For questions regarding this Proof of Claim form, please call Kroll Restructuring Administration LLC ("Kroll") at (877) 542-1878 (toll free) or (929) 284-1688 (international) or visit <https://restructuring.ra.krroll.com/Endo/EPOC-Index>.

Read the instructions at the end of this document before filling out this form. This form is for making a claim for payment in a bankruptcy case. Creditor (also referred to as "You" throughout) shall provide information responsive to the questions set forth below.

This form is for any person or entity, governmental unit, and/or Native American Tribe to assert a non-personal injury claim against any of the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids.

Do not use this form to assert an unsecured claim against the Debtors seeking damages based on actual or potential personal injury to the claimant or another (for example, deceased, incapacitated, or minor family member) related to the taking of Opioids manufactured, marketed, and/or sold by the Debtors, and/or the taking of another Opioid for which You believe the Debtors are responsible for Your damages. Instead, You should file such claim on the Personal Injury Opioid Proof of Claim Form.

Do not use this form to assert an unsecured claim against any of the Debtors seeking damages based on actual or potential personal injury to the claimant or another person (for example, deceased, incapacitated, or minor family member) related to the use of any non-opioid products manufactured, marketed, and/or sold by any of the Debtors (e.g., ranitidine or transvaginal mesh products). Instead, You should file such claim on the Non-Opioid Proof of Claim Form.

Do not use this form to assert any other prepetition claims, such as secured claims, claims entitled to priority under 11 U.S.C. § 507(a), or general unsecured claims that are not based on or do not involve the manufacturing, marketing, and/or sale of Opioids. Instead, You should file such claim on the Non-Opioid Proof of Claim Form.

Fill in all of the information about Your claim as of August 16, 2022.

This form should be completed to the best of Your ability with the information available to You. If You are unable to answer certain questions at this time, the absence of an answer, by itself, will not result in the denial of Your claim, though You may be asked or required to provide additional information at a later date. You may also amend or supplement Your claim after it is filed.

Do not send original documents as they will not be returned, and they may be destroyed after scanning.

Part 1: Identify the Claim			
1. Who is the current Creditor?	Name of the individual or entity seeking payment for this claim: _____ VILLAGE OF MAYWOOD Other names the Creditor used with the Debtors: _____		
2. Describe the Creditor making the claim.	<input type="checkbox"/> Individual <input type="checkbox"/> Retirement or Pension Fund Administrator <input type="checkbox"/> Third Party Payor <input type="checkbox"/> Native American Tribe <input type="checkbox"/> Pharmacy Benefit Manager <input type="checkbox"/> Hospital <input type="checkbox"/> Governmental Unit <input type="checkbox"/> Other (describe): _____		
3. Has this claim been acquired from someone else or some other entity?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. From whom? _____		
4. Where should notices and payments to the Creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<table border="0"> <tr> <td style="vertical-align: top;"> Where should notices to the Creditor be sent? VILLAGE OF MAYWOOD ATTN: GWAINE "DIANE" WILLIAMS, CLERK 40 MADISON ST MAYWOOD, IL 60153 </td> <td style="vertical-align: top;"> Where should payments to the Creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email </td> </tr> </table>	Where should notices to the Creditor be sent? VILLAGE OF MAYWOOD ATTN: GWAINE "DIANE" WILLIAMS, CLERK 40 MADISON ST MAYWOOD, IL 60153	Where should payments to the Creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email
Where should notices to the Creditor be sent? VILLAGE OF MAYWOOD ATTN: GWAINE "DIANE" WILLIAMS, CLERK 40 MADISON ST MAYWOOD, IL 60153	Where should payments to the Creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email		
5. Are You (i) a "governmental unit" as defined in section 101(27) of the Bankruptcy Code and (ii) interested in receiving future correspondence from the Multi-State Endo Executive Committee regarding Your claims and the case?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. My email address for receiving notices is: _____ <i>* Please note that by checking the "yes" box, You hereby consent to receiving notifications regarding the case from the Multi-State Endo Executive Committee via email.</i>		
6. Does this claim amend one already filed?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Claim number on court claims registry (if known): _____ Filed on: _____ MM / DD / YYYY		
7. Do You know if anyone else has filed a Proof of Claim for this claim?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Who made the earlier filing? _____		

12. **Have You ever filed a lawsuit against the Debtors at any time?** No. Yes. If yes, please provide the following information and attach supporting documentation:

Case Caption: _____

Court and Case/Docket Number: _____

Attorney Information:

Law Firm Name

Attorney Name

Address

City State ZIP Code

Contact phone: _____ Email: _____

Part 4: Supporting Documentation

13. **Please provide the following supporting documentation if You would like (but You are not required) to supplement this Proof of Claim.**

Provide any documents supporting Your claim, including but not limited to any complaint, petition, information, or similar pleading filed in any civil or criminal proceeding involving the Debtors; and any records supporting Your claim for damages.

Governmental units that have filed litigation against the Debtors that is part of the federal multidistrict litigation in Ohio, *In re National Opiate Litigation*, MDL No. 17-02804 (N.D. Ohio 2017) (“Ohio MDL”), and have submitted a Government Plaintiff Fact Sheet in connection with that proceeding, may rely on their Government Plaintiff Fact Sheet to complete these questions.

Part 5:

Sign Below

The person completing this Proof of Claim must sign and date it. FRBP 9011(b).

If You file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both.

18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the Creditor.
- I am the Creditor's attorney or authorized agent.
- I am the trustee, or the Debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the Creditor gave the Debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title _____

Company _____

Address _____
Number Street

City State ZIP Code

Contact phone: _____ Email: _____

Instructions for General Opioid Proof of Claim Form

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if You are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both. See 18 U.S.C. §§ 152, 157 and 3571.

ADDITIONAL INFORMATION

- **Fill in all the information about Your claim as of August 16, 2022.**
- **If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to You before the initial claim was filed.**
- **Attach any available supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.) Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- **Do not attach original documents because they will not be returned and may be destroyed after scanning.**
- **A General Opioid Proof of Claim Form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.
- **The questions herein do not seek the discovery of information protected by the attorney-client privilege.**
- **Each question in this Proof of Claim form should be construed independently, unless otherwise noted.** No question should be construed by reference to any other question if the result is a limitation of the scope of the answer to such question.
- The words “and” and “or” should be construed as necessary to bring within the scope of the request all responses and information that might otherwise be construed to be outside its scope.
- **After reviewing this form and any supporting documentation submitted with this form, additional information and documentation may be requested.**

PRIVACY INFORMATION

This information is not intended to supersede the Debtors’ privacy notices and may be considered an addendum to these. Any rights You may have under the Debtors’ privacy notices remain the same. Should You have any questions or concerns regarding this information or any rights You may have in relation to any personal data, please refer to the Debtors’ privacy notices (see “Further Information” below for links). Kroll is engaged by the Debtors for the purpose of facilitating their chapter 11 cases under the U.S. Bankruptcy Code and is subject to the terms of a data processing agreement compliant with applicable data protection laws. Kroll shall only process any personal information You may submit in accordance with such agreement and any order of the U.S. Bankruptcy Court and as necessary for such purpose.

If You decide to voluntarily submit a Proof of Claim, You voluntarily submit any personal information included therein, including, but not limited to, Your name, phone number, email address, mailing address, date of birth, gender, last 4 digits of Your social security number, and any other personal information You voluntarily provide on the Proof of Claim form and attached documentation. The processing of any such personal information will be undertaken on the basis of Your consent where required by applicable law. Where Your consent is not required by law, any personal information will be processed on the basis of the Debtors’ legitimate interests in relation to the processing of Your claim, to the extent required by, and in accordance with, applicable data protection laws.

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO SUBMITTING THEM. THE PROOF OF CLAIM AND ATTACHMENTS WILL BE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ON THE DEBTORS’ CASE WEBSITE HOSTED BY KROLL PURSUANT TO APPLICABLE LAW AND/OR COURT ORDER. SOME OR ALL OF ANY PERSONAL INFORMATION YOU PROVIDE MAY BE PUBLICLY AVAILABLE.

Your Personal Information Will Be Transmitted to the U.S.

If You are based outside of the U.S., then by submitting Your Proof of Claim form, You will transfer any personal information You submit from Your state, province, country, or other governmental jurisdiction to the U.S. where privacy laws may not be as protective as those in Your jurisdiction.

How is Your Information Secured?

The Debtors employ appropriate technical and organizational measures designed to protect the security of the information You provide on the Proof of Claim form. These measures are kept under review to ensure the on-going integrity and confidentiality of personal information.

How Long Is Your Information Retained?

The information (including any personal information) You provide on this Proof of Claim form will be retained by or on behalf of the Debtors and Kroll, for as long as necessary for the purposes described above, as needed to resolve disputes or protect legal rights as they relate to such claim, or as otherwise required or permitted by applicable law.

What Are Your Rights?

To the extent applicable under the privacy laws of Your jurisdiction, You may have specific rights in relation to any personal information You provide on this form. Please note that any exercise of these rights is subject to certain exceptions and certain applicable laws, or court orders that may prohibit the amendment or erasure of such information once it is submitted, including information displayed and/or accessible on the case website, <https://restructuring.ra.kroll.com/endo/>. For further information on any rights You may have, or if You have any questions or concerns regarding the use of any personal information You provide on this form or would like to submit a complaint, please see the Debtors' privacy notices (see "Further Information" below for links).

Further Information

For more information on how any personal information You submit will be handled by Kroll and the Debtor, please see (i) Kroll Privacy Notice (<https://restructuring.ra.kroll.com/endo/Home-Privacy-Notice>); (ii) Debtor Privacy Notices: Enterprise Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/privacy>); and (iii) EU Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/privacy>).

CONFIRMATION THAT THE CLAIM HAS BEEN FILED

To receive confirmation that the claim has been filed, enclose a stamped, self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <https://restructuring.ra.kroll.com/Endo/Home-ClaimInfo>.

UNDERSTANDING THE TERMS USED IN THIS FORM

Claim: A Creditor's right to receive payment for a debt that the Debtor owed on the date the Debtor filed for bankruptcy. 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a Debtor owes a debt that was incurred on or before the date the Debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. 11 U.S.C. § 101 (13).

Information entitled to privacy: A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth.

Opioids: FDA- or Health Canada-approved pain-reducing medications consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a patient's brain or body to produce an analgesic

effect. The term "Opioid(s)" does not include: (i) medications and other substances to treat opioid or other substance use disorders, abuse, addiction or overdose; (ii) raw materials and/or immediate precursors used in the manufacture or study of opioids or opioid products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; or (iii) opioids listed by the DEA as Schedule IV drugs pursuant to the federal Controlled Substances Act.

Proof of Claim: A form that shows the amount of debt the Debtor is alleged to have owed to a Creditor on the date of the bankruptcy filing.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents. Filers will not be prejudiced or harmed in any way by redacting or leaving out information entitled to privacy on the Proof of Claim form.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the Debtor. A claim is secured to the extent that a Creditor has the right to be paid from the property before other Creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the Creditor has a lien. Any amount owed to a Creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a Creditor has a lien.

OFFERS TO PURCHASE A CLAIM

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact Creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the Debtors. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the Debtors. A Creditor has no obligation to sell its claim. However, if a Creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*) that apply, and any orders of the bankruptcy court that apply.

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:**If by first class mail:**

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by hand delivery, or overnight courier:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

You may also file Your claim electronically at
<http://restructurin@ra.kroll.com/Endo/EPOC-Index>.

Do not file these instructions with Your form

BDN Endo 3045 SRF 68844 PackID: 29206 ADRID: 10058791 SVC: MML-OCC
VILLAGE OF MAYWOOD
ATTN: GWAIN "DIANE" WILLIAMS, CLERK
40 MADISON ST
MAYWOOD, IL 60153

PLEASE SEND COMPLETED PROOF(S) OF CLAIM SO AS TO BE ACTUALLY RECEIVED ON OR BEFORE THE APPLICABLE BAR DATE:

General Bar Date: July 7, 2023 at 5:00 p.m. (ET)

Governmental Bar Date: May 31, 2023 at 5:00 p.m. (ET)

If by first class mail:

**Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850**

If by hand delivery, or overnight courier:

**Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232**

If you have questions about this notice, please call (877) 542-1878 (toll free) or (929) 284-1688 (International), email endoinquiries@ra.kroll.com or visit <https://restructuring.ra.kroll.com/endo>.

You may also submit your claim electronically by visiting <https://restructuring.ra.kroll.com/endo/EPOC-Index>

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Fill in this information to identify the case (select only one Debtor per claim form):***

<input type="checkbox"/> Endo International plc (Case No. 22-22549)	<input type="checkbox"/> Endo Global Biologies Limited (Case No. 22-22566)	<input type="checkbox"/> Generics International (US) 2, Inc. (Case No. 22-22607)
<input type="checkbox"/> 70 Maple Avenue, LLC (Case No. 22-22548)	<input type="checkbox"/> Endo Global Development Limited (Case No. 22-22568)	<input type="checkbox"/> Generics International (US), Inc. (Case No. 22-22554)
<input type="checkbox"/> Actient Pharmaceuticals LLC (Case No. 22-22547)	<input type="checkbox"/> Endo Global Finance LLC (Case No. 22-22570)	<input type="checkbox"/> Generics International Ventures Enterprises LLC (Case No. 22-22609)
<input type="checkbox"/> Actient Therapeutics LLC (Case No. 22-22588)	<input type="checkbox"/> Endo Global Ventures (Case No. 22-22571)	<input type="checkbox"/> Hawk Acquisition Ireland Limited (Case No. 22-22611)
<input type="checkbox"/> Anchen Incorporated (Case No. 22-22552)	<input type="checkbox"/> Endo Health Solutions Inc. (Case No. 22-22573)	<input type="checkbox"/> Innoteq, Inc. (Case No. 22-22565)
<input type="checkbox"/> Anchen Pharmaceuticals, Inc. (Case No. 22-22556)	<input type="checkbox"/> Endo Innovation Valera, LLC (Case No. 22-22575)	<input type="checkbox"/> JHP Acquisition, LLC (Case No. 22-22567)
<input type="checkbox"/> Astora Women's Health Ireland Limited (Case No. 22-22591)	<input type="checkbox"/> Endo Ireland Finance II Limited (Case No. 22-22577)	<input type="checkbox"/> JHP Group Holdings, LLC (Case No. 22-22569)
<input type="checkbox"/> Astora Women's Health, LLC (Case No. 22-22594)	<input type="checkbox"/> Endo LLC (Case No. 22-22579)	<input type="checkbox"/> Kali Laboratories 2, Inc. (Case No. 22-22612)
<input type="checkbox"/> Auxilium International Holdings, LLC (Case No. 22-22596)	<input type="checkbox"/> Endo Luxembourg Finance Company I S.à r.l. (Case No. 22-22581)	<input type="checkbox"/> Kali Laboratories, LLC (Case No. 22-22572)
<input type="checkbox"/> Auxilium Pharmaceuticals, LLC (Case No. 22-22598)	<input type="checkbox"/> Endo Luxembourg Holding Company S.à r.l. (Case No. 22-22583)	<input type="checkbox"/> Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l. (Case No. 22-22614)
<input type="checkbox"/> Auxilium US Holdings, LLC (Case No. 22-22601)	<input type="checkbox"/> Endo Luxembourg International Financing S.à r.l. (Case No. 22-22585)	<input type="checkbox"/> Moores Mill Properties L.L.C. (Case No. 22-22574)
<input type="checkbox"/> Bermuda Acquisition Management Limited (Case No. 22-22603)	<input type="checkbox"/> Endo Management Limited (Case No. 22-22587)	<input type="checkbox"/> Paladin Labs Canadian Holding Inc. (Case No. 22-22616)
<input type="checkbox"/> BioSpecifics Technologies LLC (Case No. 22-22605)	<input type="checkbox"/> Endo Par Innovation Company, LLC (Case No. 22-22561)	<input type="checkbox"/> Paladin Labs Inc. (Case No. 22-22617)
<input type="checkbox"/> Branded Operations Holdings, Inc. (Case No. 22-22608)	<input type="checkbox"/> Endo Pharmaceuticals Finance LLC (Case No. 22-22589)	<input type="checkbox"/> Par Laboratories Europe, Ltd. (Case No. 22-22618)
<input type="checkbox"/> DAVA International, LLC (Case No. 22-22610)	<input type="checkbox"/> Endo Pharmaceuticals Inc. (Case No. 22-22590)	<input type="checkbox"/> Par Pharmaceutical 2, Inc. (Case No. 22-22619)
<input type="checkbox"/> DAVA Pharmaceuticals, LLC (Case No. 22-22558)	<input type="checkbox"/> Endo Pharmaceuticals Solutions Inc. (Case No. 22-22592)	<input type="checkbox"/> Par Pharmaceutical Companies, Inc. (Case No. 22-22576)
<input type="checkbox"/> Endo Aesthetics LLC (Case No. 22-22613)	<input type="checkbox"/> Endo Pharmaceuticals Valera Inc. (Case No. 22-22593)	<input type="checkbox"/> Par Pharmaceutical Holdings, Inc. (Case No. 22-22578)
<input type="checkbox"/> Endo Bermuda Finance Limited (Case No. 22-22615)	<input type="checkbox"/> Endo Procurement Operations Limited (Case No. 22-22595)	<input type="checkbox"/> Par Pharmaceutical, Inc. (Case No. 22-22546)
<input type="checkbox"/> Endo Designated Activity Company (Case No. 22-22551)	<input type="checkbox"/> Endo TopFin Limited (Case No. 22-22597)	<input type="checkbox"/> Par Sterile Products, LLC (Case No. 22-22580)
<input type="checkbox"/> Endo Eurofin Unlimited Company (Case No. 22-22553)	<input type="checkbox"/> Endo U.S. Inc. (Case No. 22-22599)	<input type="checkbox"/> Par, LLC (Case No. 22-22582)
<input type="checkbox"/> Endo Finance IV Unlimited Company (Case No. 22-22555)	<input type="checkbox"/> Endo US Holdings Luxembourg I S.à r.l. (Case No. 22-22600)	<input type="checkbox"/> Quartz Specialty Pharmaceuticals, LLC (Case No. 22-22584)
<input type="checkbox"/> Endo Finance LLC (Case No. 22-22557)	<input type="checkbox"/> Endo Ventures Aesthetics Limited (Case No. 22-22602)	<input type="checkbox"/> Slate Pharmaceuticals, LLC (Case No. 22-22620)
<input type="checkbox"/> Endo Finance Operations LLC (Case No. 22-22559)	<input type="checkbox"/> Endo Ventures Bermuda Limited (Case No. 22-22604)	<input type="checkbox"/> Timm Medical Holdings, LLC (Case No. 22-22621)
<input type="checkbox"/> Endo Finco Inc. (Case No. 22-22560)	<input type="checkbox"/> Endo Ventures Cyprus Limited (Case No. 22-22606)	<input type="checkbox"/> Vintage Pharmaceuticals, LLC (Case No. 22-22586)
<input type="checkbox"/> Endo Generics Holdings, Inc. (Case No. 22-22562)	<input type="checkbox"/> Endo Ventures Limited (Case No. 22-22550)	
<input type="checkbox"/> Endo Global Aesthetics Limited (Case No. 22-22564)	<input type="checkbox"/> Generics Bidco I, LLC (Case No. 22-22563)	

*** If You are asserting a personal injury claim relating to the Debtors' transvaginal mesh or ranitidine products, You do not need to identify a case in this table.

Modified Form 410

Non-Opioid Proof of Claim Form

04/22

You may file Your claim electronically at <https://restructuring.ra.kroll.com/Endo/EPOC-Index>. For questions regarding this Proof of Claim form, please call Kroll Restructuring Administration LLC ("Kroll") at (877) 542-1878 (toll free) or (929) 284-1688 (international) or visit <https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

Read the instructions at the end of this document before filling out this form. This form is for making a claim for payment in a bankruptcy case. Creditor (also referred to as "You" throughout) shall provide information responsive to the questions set forth below.

This form is for claimants to assert any claims against the Debtors other than any claim arising from or relating to the Debtors' manufacturing, marketing, and/or sale of Opioid products. For example, this form should be used to assert a (i) secured claim, (ii) claim entitled to priority under 11 U.S.C. § 507(a), and (iii) general unsecured claim that does not relate to Opioids (such as any claim based on alleged personal injury to the claimant or another (for example, deceased, incapacitated, or minor family member) related to the use of any non-opioid products manufactured, marketed, and/or sold by any of the Debtors, e.g., ranitidine and transvaginal mesh products, or any claim related to the Debtors' funded unsecured debt or trade payables).

Do not use this form to assert an unsecured claim against the Debtors seeking damages based on actual or potential personal injury to the claimant or another (for example, deceased, incapacitated, or minor family member) related to the taking of Opioids manufactured, marketed, and/or sold by the Debtors and/or the taking of another Opioid for which You believe the Debtors are responsible for Your damages. Instead, You should file such claim on the Personal Injury Opioid Proof of Claim Form.

Do not use this form to assert a non-personal injury claim against any of the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids. Instead, You should file such claim on the General Opioid Proof of Claim Form.

Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

All Proofs of Claim submitted on the Non-Opioid Proof of Claim Form and any supporting documentation submitted that are based on an alleged personal injury, including relating to the use of ranitidine and/or transvaginal mesh products produced by any of the Debtors, shall remain **highly confidential** and shall not be made available to the public. If You indicate that Your Proof of Claim is based on alleged personal injury in Part 4 of the Proof of Claim form, **all pages** of the Proof of Claim and supporting documentation shall be treated as **highly confidential** and shall not be made publicly available.

If You indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products, You will not be required to select the name of the Debtor against which the personal injury claim is filed or the case number of such Debtor's bankruptcy case as set forth on the preceding page. Further, this form should be completed to the best of Your ability with the information available to You. If You are unable to answer certain questions at this time, the absence of an answer, by itself, will not result in the denial of Your claim, though You may be asked or required to provide additional information at a later date. You may also amend or supplement Your claim after it is filed. Please note that supporting documentation is requested in certain portions of the form. Please provide the requested information to the best of Your ability. At Your discretion, You may also provide additional information to supplement Your claim in any manner available to You.

If Your Proof of Claim is **not** based on alleged personal injury related to the use of ranitidine and/or transvaginal mesh products or You do not indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products, You must file separate Proofs of Claim forms against each Debtor and specify by name the Debtor against which the claim is filed and the case number of such Debtor's bankruptcy case. If You have claims against more than one Debtor, You must file a separate Proof of Claim form with respect to each such Debtor. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the documents are not available, explain in an attachment. You must leave out or redact information that is entitled to privacy on this form or on any attached documents.

Fill in all of the information about Your claim as of August 16, 2022.

Do not send original documents as they will not be returned, and they may be destroyed after scanning.

Part 1: Identify the Claim															
1. Who is the current Creditor?	<p>Name of the individual or entity seeking payment for this claim.</p> <p><u>VILLAGE OF MAYWOOD</u></p> <p>Other names the Creditor used with the Debtors: _____</p>														
2. Has this claim been acquired from someone else?	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. From whom? _____</p>														
3. Where should notices and payments to the Creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<table border="0"> <tr> <td>Where should notices to the Creditor be sent?</td> <td>Where should payments to the Creditor be sent? (if different)</td> </tr> <tr> <td>VILLAGE OF MAYWOOD ATTN: GWAINE "DIANE" WILLIAMS, CLERK 40 MADISON ST MAYWOOD, IL 60153</td> <td>_____</td> </tr> <tr> <td></td> <td>Name _____</td> </tr> <tr> <td></td> <td>Number _____ Street _____</td> </tr> <tr> <td></td> <td>City _____ State _____ ZIP Code _____</td> </tr> <tr> <td>Contact phone _____</td> <td>Contact phone _____</td> </tr> <tr> <td>Contact email _____</td> <td>Contact email _____</td> </tr> </table>	Where should notices to the Creditor be sent?	Where should payments to the Creditor be sent? (if different)	VILLAGE OF MAYWOOD ATTN: GWAINE "DIANE" WILLIAMS, CLERK 40 MADISON ST MAYWOOD, IL 60153	_____		Name _____		Number _____ Street _____		City _____ State _____ ZIP Code _____	Contact phone _____	Contact phone _____	Contact email _____	Contact email _____
Where should notices to the Creditor be sent?	Where should payments to the Creditor be sent? (if different)														
VILLAGE OF MAYWOOD ATTN: GWAINE "DIANE" WILLIAMS, CLERK 40 MADISON ST MAYWOOD, IL 60153	_____														
	Name _____														
	Number _____ Street _____														
	City _____ State _____ ZIP Code _____														
Contact phone _____	Contact phone _____														
Contact email _____	Contact email _____														
4. Does this claim amend one already filed?	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____</p> <p>Filed on: _____ MM / DD / YYYY</p>														
5. Do You know if anyone else has filed a Proof of Claim for this claim?	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>														
6. Are You or Your counsel interested in receiving future correspondence from (i) the Debtors regarding the Debtors' proposed sale and/or (ii) the official committee of unsecured creditors regarding Your claims and the case?	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. My email address (or the email address of my counsel) for receiving notices is: _____</p> <p><i>* Please note that by checking the "yes" box, You (or Your counsel) hereby consent to receiving notifications from the Debtors and/or the official committee of unsecured creditors via email. For the avoidance of doubt, nothing herein shall require the Debtors or the official committee of unsecured creditors to provide You (or Your counsel) with notice of matters not otherwise required under applicable law or pursuant to an order of the Bankruptcy Court.</i></p>														

Part 2: Attorney Information (Optional)

7. **Are You represented by an attorney in this matter?**

- No.
 Yes. If yes, please provide the following information:

You do not need an attorney to file this form.

Law Firm Name

Attorney Name

Address

City

State

ZIP Code

Contact phone

Contact email

Part 3: Information About the Claim as of August 16, 2022

8. **Do You have any number You use to identify the Debtor?**

- No.
 Yes. Last 4 digits of the Debtor's account or any number You use to identify the Debtor:

***If You indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products, skip Question 8 as You do not have to specify by name the Debtor against which the personal injury claim is filed or the case number of such Debtor's bankruptcy case.*

9. **How much is the claim?**

\$ _____

Does this amount include interest or other charges?

- No.
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

10. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

If Your claim is based on a non-opioid related personal injury, please respond to Question 18 instead of Question 10.

11. **Is all or part of the claim secured?** No.

Yes. The claim is secured by a lien on property.

Nature of property:

Real estate. If the claim is secured by the Debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this Proof of Claim.

Motor vehicle

Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____
(The sum of the secured and unsecured amounts should match the amount stated in Question 9)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____%

Fixed.
 Variable.

12. **Is this claim based on a lease?** No.

Yes. **Amount necessary to cure any default as of the date of the petition** \$ _____

13. **Is this claim subject to a right of setoff?** No.

Yes. Identify the property: _____

14. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?** No.

Yes. *Check one:*

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority
	\$ _____
<input type="checkbox"/> Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the Debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

15. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?** No.

Yes. **Indicate the amount of Your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.** \$ _____

19. **Have You ever filed a lawsuit against the Debtor at any time?**

- No.
 Yes. If yes, please provide the following information and attach supporting documentation:

Case Caption: _____

Court and Case/Docket Number: _____

Attorney Information:

Law Firm Name

Attorney Name

Address

City

State

ZIP Code

Contact phone: _____ Email: _____

Part 5: Sign Below

The person completing this Proof of Claim must sign and date it. FRBP 9011(b).

If You file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both.

18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the Creditor.
 I am the Creditor's attorney or authorized agent.
 I am the trustee, or the Debtor, or their authorized agent. Bankruptcy Rule 3004.
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the Creditor gave the Debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____
MM/DD/YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name _____
First Name Middle Name Last Name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City State Zip Code

Contact phone _____ Email _____

Instructions for Non-Opioid Proof of Claim Form

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if You are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both. See 18 U.S.C. §§ 152, 157 and 3571.

ADDITIONAL INFORMATION

- Fill in all the information about Your claim as of August 16, 2022.
- Attach any available supporting documents to this form. Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* below.) Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- If You indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products, You do not need to check the box for the Debtor against whom You are filing a claim.
- If Your Proof of Claim is *not* based on alleged personal injury related to the use of ranitidine and/or transvaginal mesh products *or* You do not indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products, You must check the box for the Debtor against whom You are filing a claim. If You have claims against more than one Debtor, You must file a separate Proof of Claim with respect to each such Debtor.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to You before the initial claim was filed.
- Do not attach original documents because they will not be returned and may be destroyed after scanning.
- A Non-Opioid Proof of Claim Form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.
- The questions herein do not seek the discovery of information protected by the attorney-client privilege.
- Each question in this Proof of Claim form should be construed independently, unless otherwise noted. No question should be construed by reference to any other question if the result is a limitation of the scope of the answer to such question.

- The words “and” and “or” should be construed as necessary to bring within the scope of the request all responses and information that might otherwise be construed to be outside its scope.
- After reviewing this form and any supporting documentation submitted with this form, additional information and documentation may be requested.

PRIVACY INFORMATION

This information is not intended to supersede the Debtors’ privacy notices and may be considered an addendum to these. Any rights You may have under the Debtors’ privacy notices remain the same. Should You have any questions or concerns regarding this information or any rights You may have in relation to any personal data, please refer to the Debtors’ privacy notices (see “Further Information” below for links). Kroll is engaged by the Debtors for the purpose of facilitating their chapter 11 cases under the U.S. Bankruptcy Code and is subject to the terms of a data processing agreement compliant with applicable data protection laws. Kroll shall only process any personal information You may submit in accordance with such agreement and any order of the U.S. Bankruptcy Court and as necessary for such purpose.

If You decide to voluntarily submit a Proof of Claim, You voluntarily submit any personal information included therein, including, but not limited to, Your name, phone number, email address, mailing address, date of birth, gender, last 4 digits of Your social security number, and any other personal information You voluntarily provide on the Proof of Claim form and attached documentation. The processing of any such personal information will be undertaken on the basis of Your consent where required by applicable law. Where Your consent is not required by law, any personal information will be processed on the basis of the Debtors’ legitimate interests in relation to the processing of Your claim, to the extent required by, and in accordance with, applicable data protection laws.

Confidentiality of Any Personal Information You Provide Generally

All Non-Opioid Proof of Claim Forms claiming personal injury related to the use of any non-opioid products manufactured, marketed, and/or sold by the Debtors (e.g., ranitidine and transvaginal mesh products) and any supporting documentation submitted with the form shall remain *highly confidential* and shall not be made publicly available on the Debtors’ case website nor included in the publicly available claims register, meaning that none of Your personal information will be made publicly available. For the avoidance of doubt, *all pages* of such personal injury related Proof of Claim and supporting documentation shall be treated as *highly confidential* and shall not be made publicly available. However, Your Non-Opioid Proof of Claim Form and supporting documentation, including Your personal information disclosed therein, may be made available to the following parties (subject to compliance with applicable Bankruptcy Court orders): (i) the Debtors, (ii) the Debtors’ advisors, including their counsel and financial advisors, (iii) Kroll and other parties assisting the Debtors with claims administration, (iv) the Debtors’ insurers and

insurance brokers, (v) the Bankruptcy Court, (vi) the U.S. Trustee, (vii) the advisors for the Ad Hoc First Lien Group, (viii) the advisors for the official committee of unsecured creditors, (ix) the advisors for the official committee of opioid claimants, (x) the future claimants' representative and his advisors and (xi) such other persons as the Bankruptcy Court determines are required to have the information in order to evaluate your personal injury claim (the parties listed in subclauses (i)-(xi) collectively, the "Authorized Parties"). By submitting this Proof of Claim, You consent to such limited disclosure to the Authorized Parties as set forth herein for the purpose of analyzing your claim or any ancillary purposes.

If Your Proof of Claim is not based on alleged personal injury related to the use of any non-opioid products manufactured, marketed, and/or sold by the Debtors (e.g., ranitidine and transvaginal mesh products) or You do not indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of any non-opioid products manufactured, marketed, and/or sold by the Debtors (e.g., ranitidine and transvaginal mesh products), the Proof of Claim and attachments will be public documents that will be available for anyone to view on the Debtors' case website hosted by Kroll pursuant to applicable law and/or court order. Some or all of the personal information you provide may be publicly available. Please review Your Proof of Claim and supporting documents and redact accordingly prior to submitting them.

Your Personal Information Will Be Transmitted to the U.S.

If You are based outside of the U.S., then by submitting Your Proof of Claim form, You will transfer any personal information You submit from Your state, province, country, or other governmental jurisdiction to the U.S. where privacy laws may not be as protective as those in Your jurisdiction.

How is Your Information Secured?

The Debtors employ appropriate technical and organizational measures designed to protect the security of the information You provide on the Proof of Claim form. These measures are kept under review to ensure the ongoing integrity and confidentiality of personal information.

How Long Is Your Information Retained?

The information (including any personal information) You provide on this Proof of Claim form will be retained by or on behalf of the Debtors and Kroll or the Authorized Parties, as applicable, for as long as necessary for the purposes described above, as needed to resolve disputes or protect legal rights as they relate to such claim, or as otherwise required or permitted by applicable law.

What Are Your Rights?

To the extent applicable under the privacy laws of Your jurisdiction, You may have specific rights in relation to any personal information You provide on this form. Please note that any exercise of these rights is subject to certain exceptions and certain applicable laws, or court orders that may prohibit the amendment or erasure of such information once it is submitted, including information displayed and/or accessible on the case website, <https://restructuring.ra.kroll.com/endo/>. For further information on any rights You may have, or if You have any questions or concerns regarding the use of any personal information You provide on this form or would like to submit a complaint, please

see the Debtors' privacy notices (see "Further Information" below for links).

Further Information

For more information on how any personal information You submit will be handled by Kroll and the Debtor, please see (i) Kroll Privacy Notice (<https://restructuring.ra.kroll.com/endo/Home-PrivacyNotice>); (ii) Debtor Privacy Notices: Enterprise Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/privacy>); and (iii) EU Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/eu-privacy>).

CONFIRMATION THAT THE CLAIM HAS BEEN FILED

To receive confirmation that the claim has been filed, enclose a stamped, self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <https://restructuring.ra.kroll.com/Endo/Home-ClaimInfo>.

UNDERSTANDING THE TERMS USED IN THIS FORM

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A Creditor's right to receive payment for a debt that the Debtor owed on the date the Debtor filed for bankruptcy. 11 U.S.C. §101(5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. § 503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a Debtor owes a debt that was incurred on or before the date the Debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown on the first page of this Proof of Claim form. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information entitled to privacy: A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth.

Opioids: FDA- or Health Canada-approved pain-reducing medications consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a patient's brain or body to produce an analgesic effect. The term "Opioid(s)" does not include:

(i) medications and other substances to treat opioid or other substance use disorders, abuse, addiction or overdose; (ii) raw materials and/or immediate precursors used in the manufacture or study of opioids or opioid products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; or (iii) opioids listed by the DEA as Schedule IV drugs pursuant to the federal Controlled Substances Act.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of Claim: A form that shows the amount of debt the Debtor is alleged to have owed to a Creditor on the date of the bankruptcy filing.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents. Filers will not be prejudiced or harmed in any way by redacting or leaving out information entitled to privacy on the Proof of Claim form.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the Debtor. A claim is secured to the extent that a Creditor has the right to be paid from the property before other Creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the Creditor has a lien. Any amount owed to a Creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a Creditor pays itself with money belonging to the Debtor that it is holding, or by canceling a debt it owes to the Debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a Creditor has a lien.

OFFERS TO PURCHASE A CLAIM

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact Creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the Debtors. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the Debtors. A Creditor has no obligation to sell its claim. However, if a Creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code

(11 U.S.C. § 101 *et seq.*) that apply, and any orders of the bankruptcy court that apply.

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

If by first class mail:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by hand delivery, or overnight courier:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

You may also file Your claim electronically at
<https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

Do not file these instructions with Your form
--



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

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

mtjurusik@ktjlaw.com
DD 312-984-6432

www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: May 10, 2023
RE: IPMG Third Party Administrator Agreement for May 1, 2023 to May 1, 2024

Per the direction of Acting Village Manager James Krischke, I have enclosed the following documents for your review, consideration and action at the May 16, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. A memo from Acting Village Manager James Krischke to the Mayor and Board of Trustees dated May 16, 2023, relative to a proposed Third-Party Agreement with IPMG for claims management services; and
2. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD PARTY ADMINISTRATOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C. RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM AND WORKERS' COMPENSATION PROGRAM (TERM: MAY 1, 2023 TO MAY 1, 2024), with a copy of the "Third Party Administrator Agreement (General Liability (Property and Casualty) Program and Workers Compensation Program) (Term: May 1, 2023 to May 1, 2024)" and Exhibits attached to the Resolution as Exhibit "1".

Summary of Terms of the enclosed Third-Party Administrator Agreement:

- The Agreement is for one (1) year (Term: May 1, 2023 to May 1, 2024).
- The "Fee Schedule" for the claims administration services provided by IPMG to the Village in regard to workers compensation claims and general liability (property and casualty) claims is set forth in Exhibit "A" to the Agreement.
- Exhibit "B" (Claims Service Plan) is part of the Agreement and details the specific obligations of the parties in regard to handling claims and payment for services, and obligations of the parties upon termination of the Agreement.

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 Marrs, KTJ (w/ encls.)



VILLAGE OF MAYWOOD

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

May 16, 2023

To: Mayor and Village Board

From: Jim Krischke, Acting Village Manager

Re: Third Party Administrator Agreement - IPMG

Mayor and Village Board:

Please see the attached Third-Party Agreement with IPMG for claims management services. The Village of Maywood has been utilizing the services of IPMG for many years. Staff, including our village attorney, have a good working relationship with them and they work very well together. They have, and continue to, provide good and valuable services to the village.

IPMG provides services related to a wide variety of matters including workers compensation, property and casualty, and liability insurance claims. Their fee schedule for claims management services in these areas are very competitive. As part of marketing our insurance renewal package, our broker CS Strategy/Marsh McLennan, requested a competitive proposal from IPMG. IPMG submitted a proposal for third-party claims management services, and it was included in CS Strategy's/Marsh McLennan submittal to the village.

Acceptance of the IPMG proposal is subject to Village board approval. As such, IPMG has provided us with a third-party administrator agreement for the term May 1, 2023, to May 1, 2024. Fees for their services will be a factor of the type and volume of work they do. However, a minimum annual fee for their services is set at \$24,250.

Based upon all the information provided it is staff's recommendation that the Village Board approve a third-party administrator agreement with IMPG for the fiscal year May1, 2023, to May 1, 2024.

RESOLUTION NO. R-2023 - _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A THIRD PARTY ADMINISTRATOR AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND
INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C.
RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM
AND WORKERS' COMPENSATION PROGRAM
(TERM: MAY 1, 2023 TO MAY 1, 2024)**

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to continue to retain a third party administrator to provide claims administration services for its general liability (property and casualty) coverage program and workers' compensation coverage program pursuant to a written Agreement entitled "Third Party Administrator Agreement (General Liability (Property and Casualty) Program and Workers Compensation Program) (Term: May 1, 2023 to May 1, 2024)", a copy of which is attached hereto as Exhibit "1" (the "Agreement") and made a part hereof, subject to the terms contained in the Agreement; and

WHEREAS, Insurance Program Managers Group Claims Management Services, L.L.C., an Illinois limited liability company ("IPMG"), desires to continue to serve as third party administrator to the Village of Maywood (the "Village") to provide claims administration services for the Village's general liability (property and casualty) coverage program and workers' compensation coverage program in accordance with the terms, provisions and conditions of the attached Agreement (Exhibit "1"); and

WHEREAS, the compensation to be paid to IPMG by the Village under the attached Agreement for the claims administration services to be provided by IPMG to the Village in regard to workers compensation claims and general liability (property and casualty) claims is set forth in the "Fee Schedule", which is attached to the Agreement as Exhibit "A". In regard to the specific obligations of the parties in regard to handling claims, payment for services and obligations of the parties upon termination of the Agreement, those details are set forth in Exhibit "B" (Claims Service Plan) of the Agreement; and

WHEREAS, the Village of Maywood and IPMG are authorized to enter into the Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have determined that it is in the Village's best interests to enter into the attached Agreement with IPMG.

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

SECTION 1: The recitals set forth above are incorporated by reference into this Section 1 as material terms.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the final version of the attached "Third Party Administrator Agreement (General Liability (Property and Casualty) Program and Workers Compensation Program) (Term: May 1, 2023 to May 1, 2024)" (the "Agreement"), a copy of said Agreement being attached hereto as **Exhibit "1"** and made a part hereof. The final version of the Agreement may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney. Further, the President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Village Clerk, or their designees, to execute said Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: The Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including this Resolution and the attached Agreement, to IPMG for its record retention purposes.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 16th day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 16th day of May, 2023, 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"

**THIRD PARTY ADMINISTRATOR AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND
INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C.
RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM
AND WORKERS' COMPENSATION PROGRAM
(TERM: MAY 1, 2023 TO MAY 1, 2024)**

(attached)

THIRD PARTY ADMINISTRATOR AGREEMENT

(TERM: MAY 1, 2023 TO MAY 1, 2024)

This Third-Party Administrator Agreement ("Agreement") is entered into as of May 1, 2023, by and between Insurance Program Managers Group Claims Management Services, L.L.C., an Illinois limited liability company ("IPMG Claims Management Services") located at 225 Smith Road, St. Charles, Illinois 60174 and the Village of Maywood, an Illinois home rule municipal corporation, ("Client") located at 40 East Madison Street, Maywood, Illinois 60153.

RECITALS

- A. IPMG Claims Management Services is in the business of providing claims administrative services, including those set forth in Paragraph B of the Recitals and Section 2 of Page 1 below.
- B. In reliance on the expertise of IPMG Claims Management Services to provide claims administrative services, Client desires to contract with IPMG Claims Management Services to provide, and IPMG Claims Management Services desires to provide, claims administrative services claims received within the term of this Agreement for those lines of coverage outlined in Exhibit "A", which is attached hereto and made a part hereof.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

- 1. Recitals. The above recitals are incorporated into this Agreement and made a part hereof.
- 2. Third Party Administrator Services. In consideration of payment from Client to IPMG Claims Management Services of the fees in accordance with the Fee Schedule attached hereto as Exhibit "A" and made a part hereof, IPMG Claims Management Services agrees to provide the following services, as specified in the service plan attached hereto as Exhibit "B" and made a part hereof, to Client for Client's Insurance Coverages:
 - (a) Evaluation and establishment of reserves for claims.
 - (b) Investigation and adjustment of claims.
 - (c) Supervision of medical treatment of injured claimants.
 - (d) Negotiation of settlements with claimants.
 - (e) Participation in the selection and assistance in the supervision of attorneys appointed to defend formal claims.
 - (f) Audit of medical, hospital and miscellaneous expenses prior to making payments.
 - (g) Payment from funds made available by Client of any final award, judgment or settlement of a claim or loss, together with all expenses incurred for investigation, negotiation or defense.
 - (h) Monitoring of claims for subrogation.
 - (i) Preparation of regular reports detailing claims, payments and reserves.
 - (j) Preparation of reports required by excess insurers.

(k) Preparation and filing of reports required by applicable governmental agencies.

3. Term and Termination. This Agreement shall be effective for the period outlined in Exhibit "B" unless terminated sooner as provided herein. At the conclusion of the term of this Agreement, IPMG Claims Management Services will continue to service claims until closed for an additional fee as set forth in Exhibit "A".

This Agreement (as a whole) may be terminated prior to the Termination Date upon the earliest of any of the following:

- (a) the written agreement of the parties hereto;
- (b) following at least thirty (30) calendar days' written notice by either party to the other if the other is in breach or default of any material obligation under this Agreement and does not cure such breach or default within thirty (30) calendar days of said notice;
- (c) automatically upon bankruptcy, receivership, disability or liquidation of IPMG Claims Management Services.
- (d) following at least fourteen (14) calendar days' written notice by IPMG Claims Management Services that Client has failed to provide sufficient funds for the performance of IPMG Claims Management Services' obligations pursuant to the Claims Service Plan, attached hereto as Exhibit "B" and Client's failure to provide such funds within the period set forth in the notice.

4. Insurance. IPMG Claims Management Services agrees to obtain and maintain errors and omissions insurance with \$1million dollars (\$1,000,000) occurrence/aggregate limits. IPMG Claims Management Services shall not commence TPA Services hereunder until it has obtained all insurance required hereunder.

5. Independent Contractor/Binding Authority. IPMG Claims Management Services and Client are independent contractors and shall be solely responsible for the employment, control and direction of their employees and agents. Nothing in this Agreement shall be construed to establish a partnership or joint venture between the parties. Except as otherwise expressly provided herein, each party shall bear its own expenses with respect to the services to be provided pursuant to this Agreement.

6. Notices. All necessary notices, demands and requests required or permitted to be given hereunder shall be deemed duly given if personally delivered, mailed by certified or registered mail, postage prepaid, if sent by courier by overnight carrier, or if sent by facsimile with hard copy to follow via first class mail with evidence of facsimile transmission, and, subject to subsequent designation of another address, addressed as follows:

If to Client:

James Krischke
Acting Village Manager
Village of Maywood
40 East Madison Street
Maywood, Illinois 60153

If to IPMG Claims Management Services:

Gregg Peterson
President
IPMG Claims Management Services.
311 Kautz Road
St. Charles, Illinois 60174

7. Confidentiality. IPMG Claims Management Services acknowledges the confidentiality of records and information it receives from Client and agrees that such records and information will be used solely for the purpose of providing the services contemplated by this Agreement.

8. Successors and Assigns. This Agreement is binding on any and all successors to the parties and assignable, in whole or any part, only with the written consent of the non-assigning party.

9. Remedies Cumulative. All rights and remedies conferred upon the parties hereto by this Agreement or by law, in equity or otherwise, shall be cumulative of each other, and neither the exercise nor the partial exercise nor the failure to exercise any such right or remedy shall preclude the later exercise of such right or remedy or the exercise of any other right or remedy.
10. Severability. If any provision of this Agreement is invalid, illegal or unenforceable by reason of any rule of law, administrative order, judicial decision or public policy, all other terms and provisions of this Agreement shall remain in full force and effect. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, duration, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the full extent compatible with the applicable law as it shall then appear.
11. Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, provided that such amendment or waiver will be binding on the party against whom enforcement of such amendment or waiver is sought, only if such amendment or waiver is in writing and signed by the party against whom enforcement of such amendment or waiver is sought. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.
12. References. All references herein to the singular shall include the plural as the case may require. All references to the masculine gender shall be construed as references to the feminine gender as the case may require.
13. Captions. The captions and headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.
14. Governing Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois.
15. Compliance with Laws. IPMG Claims Management Services shall comply with any and all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the services under 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 (OSHA) standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, the Occupational Safety and Health Act 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, 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.
16. Contract Representations.
- A. No Collusion. IPMG Claims Management Services represents and certifies that it is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Village, unless IPMG Claims Management Services 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.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. IPMG Claims Management Services represents that the only

persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that IPMG Claims Management Services has, in procuring this Agreement, colluded with any other person, firm or corporation, then IPMG Claims Management Services shall be liable to the Village for any loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

B. Conflict of Interest.

- (a) IPMG Claims Management Services represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of IPMG Claims Management Services or this Agreement; (2) as of the date of this Agreement, neither IPMG Claims Management Services nor any person employed or associated with IPMG Claims Management Services has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither IPMG Claims Management Services nor any person employed by or associated with IPMG Claims Management Services shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- (b) IPMG Claims Management Services agrees to perform no professional services during the term of this Agreement for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village without notification to the Village prior to rendering services. IPMG Claims Management Services agrees to provide the Village with written notification whenever the services provided under this Agreement shall require IPMG Claims Management Services to review or inspect a project, business or work performed by any other firm or corporation for whom IPMG Claims Management Services is or has within the previous twelve (12) months provided professional services, or with any of IPMG Claims Management Services' partners or principals have a financial interest.

- C. Illinois Freedom Of Information Act. IPMG Claims Management Services agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et seq.) ("FOIA") request within three (3) calendar days after the Village issues notice of such request to IPMG Claims Management Services. IPMG Claims Management Services agrees to defend, indemnify and hold harmless the Village from any costs, fines or sanctions and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from IPMG Claims Management Services' actual or alleged violation of the FOIA or IPMG Claims Management Services' failure to furnish all documentation related to a request within three (3) calendar days after the Village issues notice of a request. Furthermore, should IPMG Claims Management Services request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, IPMG Claims Management Services agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. IPMG Claims Management Services agrees to defend, indemnify and hold harmless the Village and agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses and any awards of plaintiff's attorney's fees, court costs, fines or sanctions) to defend any denial of a FOIA request by IPMG Claims Management Services' request to utilize a lawful exemption to the Village.

D. Equal Opportunity Employer. IPMG Claims Management Services shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by State law and IDHR Regulation, the Equal Opportunity clause is incorporated by reference as though fully set forth herein.

17. Entire Agreement. This Agreement, including any exhibits hereto and any other documents referred to or provided for herein, represents the entire agreement among the parties with respect to the subject matter hereof, and shall not be modified or affected by any other offer, proposal, statement or representation, whether oral or written, made by or for any party in connection with the negotiation of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.**

VILLAGE OF MAYWOOD

By: _____
Name: Gregg Peterson
Title: President

By: _____
Name: Nathaniel George Booker
Title: Village President

Date: _____

Date: _____

EXHIBIT "A" FEE SCHEDULE

This fee schedule shall be attached to and constitute an integral part of the Third Party Administrator Agreement into on May 1, 2023 (the "Third Party Administrator Agreement"), between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and the Village of Maywood ("Client"). Client agrees to pay IPMG Claims Management Services fees for services provided pursuant to the Third Party Administrator Agreement as follows:

1. Client agrees to pay IPMG Claims Management Services an annual minimum and deposit fee of Fifteen Thousand Eight Hundred Thirty-Five Dollars (\$15,835.00) for the Workers Compensation service and Eight Thousand Four Hundred Fifteen Dollars (\$8,415.00) for the Property & Casualty service upon execution of the Third Party Administrator Agreement.

2. (a) 1. Thirteen Thousand Three Hundred Sixty Dollars (\$13,360.00) of the annual minimum and deposit fee will be credited against the following per claim(ant) rates for new claims received by IPMG Claims Management Services:

Workers Compensation:

Indemnity	\$835
Medical Only	\$200

(a) 2. Five Thousand Nine Hundred Forty Dollars (\$5,940.00) of the annual minimum and deposit fee will be credited against the following per claim(ant) rates for new claims received by IPMG Claims Management Services:

Property & Casualty:

Auto Physical Damage	\$420
Auto Liability	\$840
General Liability	\$840
Police Liability	\$945
Public Officials and Employees Liability	\$945
Crime	\$815

Workers Compensation and Property & Casualty:

Post Agreement Term Monthly Handling Fee \$50
 *Will only apply in the event of a non-renewal of the TPA Agreement.

Incident Report	Included
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Claim Handling Fees that may apply per claim:

Attorney Represented Claimants	\$150
Excess Reportable Claims	\$150
Medicare Data Reporting	\$100
Subrogation Service	\$150
Telephonic Medical Case Management	\$85 Per hour

(b) IPMG Claims Management Services will perform an audit within sixty (60) calendar days of the termination date of the Third Party Administrator Agreement to determine claims frequency and status during the preceding annual period, which audit shall be made available to Client. In the event that the audit establishes that the above allocated portion of annual

minimum and deposit (\$13,360 for Workers Compensation and \$5,940 for Property & Casualty) has been exceeded by actual claims experience, then IPMG Claims Management Services may invoice Client at that time for additional sums due IPMG Claims Management Services in accordance with the above per claim(ant) rates.

Upon non-renewal of any term of this Agreement, IPMG Claims Management Services will continue to administer open claims at a cost of \$50 per month per open claim. This service will be provided automatically by IPMG Claims Management Services unless the client notifies IPMG Claims Management Services in writing before expiration of the term contained in Exhibit "B" of this Agreement.

- (c) If a claim changes to a different claim status, Client agrees to pay the difference between the two rates. This includes any applicable claims handling fee as a result of such change status. Such claims handling fees will be chargeable at the time of the audit described above and may thereafter be invoiced on a quarterly basis or annually at the discretion of IPMG for any additional post term charges incurred after the original annual audit.

3. Four Thousand Nine Hundred Fifty Dollars (\$4,950.00) of the annual minimum and deposit fee represents an administrative fee, which shall include the following services:

- (a) Monthly or quarterly loss runs (or as needed)
- (b) Claim Loss Fund Payment and Cash Log Tracking
- (c) State reports assistance
- (d) Claims review and report
- (e) Provider 1099s
- (f) Excess Reporting
- (g) Systems
- (h) Supervision
- (i) Data storage and maintenance
- (j) Medicare Data Reporting to comply with Section 111 of the Medicare and Medicaid Act
- (k) On line claims reporting (In-Sight) – Unlimited users
- (l) Access to operating system for system reports and claim status
- (m) Implementation of Best Practice Litigation Handling Guidelines and Legal Audits
- (n) Medical Bill Review and Re-pricing (at cost – no hidden fees)
- (o) Pharmacy prescription drug card program (at cost – no hidden fees)
- (p) IPMG Nurse Case Management at \$85 per hour
- (q) Implementation of Preferred Provider Program (PPP)
- (r) PPP implementation warrants use of IPMG in house NCM

4. Additional expense, including the printing of computer compatible checks, carrier cost, other programming or printing specifically requested by Client shall be invoiced at IPMG Claims Management Services' cost.

Dated: Effective Date - May 1, 2023

IPMG

CLAIMS MANAGEMENT SERVICES, L.L.C.

By: _____

Name: Gregg Peterson

Title: President

Date: _____

VILLAGE OF MAYWOOD

By: _____

Name: Nathaniel George Booker

Title: Village President

Date: _____

EXHIBIT "B"

CLAIMS SERVICE PLAN

This service plan shall be attached to and constitute an integral part of the Third Party Administrator Agreement entered into on May 1, 2023 (the "Third Party Administrator Agreement") between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and the Village of Maywood ("Client").

**Term: 12 Months
May 1, 2023 to May 1, 2024**

W I T N E S S:

IPMG Claims Management Services and Client agree as follows:

IPMG Claims Management Services Agrees:

1.
 - (a) To receive and review all claims and/or losses reported during the term of this Agreement which involve claims under Client Insurance Coverages (as defined in the Third Party Administrator Agreement).
 - (b) To establish, evaluate and reserve all such claims.
 - (c) To investigate, adjust, settle or resist all reported losses and/or claims within discretionary settlement authority limit.
 - (d) To investigate, adjust, settle or resist all reported losses and/or claims that are in excess of the discretionary settlement authority limit subject to approval of Client.
 - (e) To utilize medical cost containment programs (i.e., utilization review, PPO network, audits and similar cost containment service) to manage the costs of medical services on claims where such programs are allowed by governmental authority.
 - (f) To participate in the selection and assist in the supervision of attorneys appointed to defend formal claims.
 - (g) To investigate and advise Client of all situations involving subrogation and, where appropriate, pursue collection from responsible third parties.
 - (h) Advise Client of all claims which meet the reporting threshold of Client's excess insurance program and to report such claims to the appropriate carrier; provided, however, that Client has furnished IPMG Claims Management Services with complete copies of all excess policies which could apply to the claims reported during the term of this Agreement.
 - (i) To print and distribute claim and claims expense payments on all Client claims handled by IPMG Claims Management Services.
 - (j) To ensure that all payments, other than legal expense or medical bills that are greater than \$5,000, have a second signature from the Client before such are issued.
2. To make necessary filings of claim reports with appropriate governmental agencies.

3. To furnish all claim forms necessary for proper claims administration.
4. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of Client. Such files are available for review by Client at any reasonable time, with notice.
5. To furnish Client with reports as agreed to by IPMG Claims Management Services and Client.
6. If included in **Exhibit "A"**, to take over the handling of all claims pending as of the effective date of the Third Party Administrator Agreement and provide those services set forth in sections 1(a)-(i) above for such claims.

Client Agrees:

1. To assure that funds are available from which IPMG Claims Management Services may draw at any time and from time to time for claim and/or loss payments and for associated allocated expense within the discretionary settlement authority limit and for claim and/or loss payments in excess of the discretionary settlement authority limit subject to approval of Client.
2. To pay IPMG Claims Management Services fees in accordance with the Fee Schedule attached as **Exhibit "A"** to the Third Party Administrator Agreement.
3. To pay IPMG Claims Management Services within thirty (30) days of the effective date of all invoices.
4. (a) To pay all Allocated Loss Expense in addition to the claim service fee to be paid to IPMG Claims Management Services as prescribed in the Third Party Administrator Agreement.
 - (b) Allocated Loss Expense shall include but not be limited to attorneys' fees; court reporters' fees; transcript fees; the cost of obtaining public records; witness fees; witnesses' travel expense; commercial photographers' fees; experts' fees (i.e., engineering, physicians, chemists, etc.); fees for independent medical examinations; all outside expense items; and any other similar fee, cost or expense associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of Client.
 - (c) To pay all Unallocated Loss Expense, which is defined as automobile appraisal or property appraisal fees and extraordinary travel expense incurred by IPMG Claims Management Services at the request of Client.
 - (d) To provide IPMG Claims Management Services with complete copies of all excess policies which could apply to the claims reported during the term of this Agreement..

IPMG Claims Management Services and Client Mutually Agree as Follows:

1. (a) The term of this service plan shall be as agreed to in the Third Party Administrator Agreement between Client and IPMG Claims Management as outlined in **Exhibit "B"**.
 - (b) Client shall have the option upon termination or expiration of the Third Party Administrator Agreement:
 - (i) with the approval of the applicable carrier, to assign to a third party or to self-handle to a conclusion all claims and/or losses and associated services pending on the date of termination or expiration of the Third Party Administrator Agreement, such handling not to result in any expense or reduction in revenue to IPMG Claims Management Services; or
 - (ii) to have IPMG Claims Management Services continue to service the open claims for an

additional fee of \$50 per claim per month. Sufficient funds of Client, including allocated claim and/or loss expense, shall remain available to IPMG Claims Management Services to liquidate such claims and/or losses. Such will be further subject to the claims handling fees as outlined in **Exhibit "A"**.

2. To not employ a person who has been employed by any other party to this Agreement at any time during the term of the Third Party Administrator Agreement, unless the person to be employed shall not have been employed by the other party during the immediately preceding twelve (12) months, or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of the Third Party Administrator Agreement for a period of one (1) year.
3. IPMG Claims Management Services agrees to store closed files at no additional cost to Client while IPMG Claims Management Services is providing claims service to Client. After this period, files will either be returned to Client or stored at Client's option and expense. IPMG Claims Management Services agrees to store the closed claims after Client ceases handling claims for Client for up to five (5) years. If stored by IPMG Claims Management Services, Client will be charged a one-time inventory fee and monthly storage fees at IPMG Claims Management Services' outside vendor's prevailing rates.

Indemnification.

(a) Notwithstanding anything to the contrary herein, IPMG Claims Management Services agrees to indemnify, hold harmless and defend the Client and each of its officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by IPMG Claims Management Services, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of the Client, or its officers, directors, agents, servants or employees.

(b) Notwithstanding anything to the contrary herein, Client agrees to indemnify, hold harmless and defend IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of the Client and each of its officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by Client, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of IPMG Claims Management Services or its officers, directors, agents, servants or employees.

Dated: Effective Date - May 1, 2023

**IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.**

By: _____
Name: Gregg Peterson
Title: President

Date: _____
#369679v5

VILLAGE OF MAYWOOD

By: _____
Name: Nathaniel George Booker
Title: Village President

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2023 - _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A THIRD PARTY ADMINISTRATOR AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND
INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C.
RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM
AND WORKERS' COMPENSATION PROGRAM
(TERM: MAY 1, 2023 TO MAY 1, 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 held on the 16th day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of May, 2023.

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 May, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]

DJ Phantom, Inc.

SOUND – LIGHTING – STAGE – BACKLINE

Invoice

20808 Alexander Street – Olympia Fields, IL 60461

LOAD IN	SHOW	Date	Invoice #
09/07/23	12pm-10pm	9/08/22 – 9/10/23	090823

Name / Address
MS. LONETTE HALL

Ship To
MAYWOOD FEST 2023 MAYWOOD, IL 60153

P.O. Number		Terms		
Maywood Fest				
Item	Description	Qty	Cost per day	3-dayTotal
WIRE INFO	Wire transfer info: DJ Phantom, Inc. 20808 Alexander Street Olympia Fields, IL 60461 Chase Bank N.A. Chicago, IL routing 071000013 account 696605930		0.00	0.00
Deposit 50% required to book this date: Deposit amount \$12,450.00			\$24,900.00	

Signature _____

Phone #	E-mail	Website
708-670-2027	djphanm@gmail.com	Djphantomworldwide.com

DJ Phantom, Inc.
SOUND – LIGHTING – STAGE – BACKLINE

Invoice

20808 Alexander Street – Olympia Fields, IL 60461

LOAD IN	SHOW	Date	Invoice#
09/07/23	12pm-10pm	9/08/23-9/10/23	090823

Name / Address
MS. LONETTE HALL

Ship To
MAYWOOD FEST 2023 MAYWOOD, IL 60153

P.O. Number		Terms		
Maywood Fest				
Item	Description	Qty	Cost per day	3-Day Total
SPEAKERS	EV Sound Point Sub – double 18” woofer	10	1000.00	3000.00
SPEAKERS	EV MT2 Sub – double 18” woofer	10	1000.00	3000.00
SPEAKERS	EV T252 – mid-high cabinet	8	800.00	2400.00
MONITORS	QSC K-12 powered monitors	8	800.00	2400.00
MIXER	BERENGER X32 digital mixer, 32 in, 16 out	1	200.00	600.00
MIXER	BERENGER S32 digital stage box, 32 in, 16 out	1	100.00	300.00
AMPLIFIER	CROWN XTI 6002	6	600.00	1800.00
AMPLIFIER	CROWN XTI 4002	4	400.00	1200.00
MICROPHONES	SHURE ULX 4 – cordless mics	4	400.00	1200.00
MICROPHONES	SHURE SM58 – corded mics	4	200.00	600.00
MIC STAND	Straight stand – round base	4	100.00	300.00
CONTROLLER	PIONEER DDJ SX3 DJ controller	1	250.00	750.00
POWER	Power Distribution Panel	2	200.00	600.00
TENT	FOH Tent	1	50.00	150.00
Deposit 50% (\$12,450.00) required to book these dates Balance (\$12,450.00) due before load in on 09/07/23			Total: \$24,900.00	

Phone #	E-mail	Website
708/670-2027	djphanm@gmail.com	Djphantomworldwide.com

LOAD IN	SHOW	Date	Invoice #
Sept 7, 2022	TBD	Sept 8-10, 2023	090923

Name / Address
MS. LYNETTE HALL

Ship To
MAYWOOD FEST 2023 MAYWOOD, IL 60153

P.O. Number		Terms		
Maywood Fest				
Item	Description	Qty	Cost per day	3-Day Total
STAGE	SL 250 24'x36' Stage with canopy	1	4500.00	13,500.00
POWER	75,000-Watt Generator	1	1100.00	3,300.00
POWER	65,000-Watt Generator	1	900.00	2,700.00
POWER	Break out Box	1	500.00	1,500.00
LIGHTS	Stage lights	1	500.00	1,500.00
VIDEO	Video Screens / Video wall	1	3000.00	9,000.00
Deposit 50% of total required to book this date				

Deposit 50% of total required to book this date.	Total: \$31,500.00
50% deposit = \$15,750.00 - \$6,750.00 pd (stage) = \$9,000.00 deposit balance	
Balance of total price (\$15,750.00) – due before load in on 9/7/2023	

Phone #	E-mail	Website
708-670-2027	djphanm@gmail.com	Djphantomworldwide.com

20808 Alexander Street – Olympia Fields, IL 60461

LOAD IN	SHOW	Date	Invoice #
Sept 7, 2022	TBD	Sept 8-10, 2023	090923

Name / Address
MS. LYNETTE HALL

Ship To
MAYWOOD FEST 2023 MAYWOOD, IL 60153

P.O. Number		Terms		
Maywood Fest				
Item	Description	Qty	Cost	Total
WIRE INFO	Wire transfer info: DJ Phantom, Inc. 20808 Alexander Street Olympia Fields, IL 60461 Chase Bank N.A. Chicago, IL routing 071000013 account 696605930		0.00	0.00
Deposit 50% of total required to book this date			Total: \$31,500.00	
50% deposit = \$15,750.00 - \$6,750.00 pd (stage) = \$9,000.00 deposit balance				
Balance of total price (\$15,750.00) – due before load in on 9/7/2023				



SSC ENTERTAINMENT CONTRACT

THIS CONTRACT IS ENTERED ON MAY 17TH /2022, BETWEEN SOUL STREET COLLECTIVE AND VILLAGE OF MAYWOOD. THE UNDERSIGNED (HEREINAFTER "PURCHASER") FOR THE PERSONAL SERVICES OF PERFORMANCES AS DESCRIBED BELOW:

GROUP LEADER: MS. SONJA HILL INCLUDING NO. OF PERFORMERS: 7

Event/Place of Engagement:
Maywood Fest

Date of Engagement: **Saturday, September 9, 2023**

Setup/Sound Check: **TBD**

SSC Time of Performance: **7:00p-8:15p**

Compensation: **\$2,000** {Cash, Zelle, Cash App, or Money Order/Bank Cashier's Check}

Deposit: **\$0** (*See disclosures below)

Total Balance: **\$2,000**

(Make checks payable to: **UPSCALE EXPERIENCE PRODUCTIONS**)

Additional Terms of Agreement:

SOUL STREET COLLECTIVE will provide 1hr & 15 minutes of premium live entertainment.

IF THE CONTRACT CANNOT BE FULFILLED ON BEHALF OF VILLAGE OF MAYWOOD, THE DEPOSIT WILL BE FORFEITED.

IF THE CONTRACT CANNOT BE FULFILLED ON BEHALF OF SOUL STREET COLLECTIVE, THE DEPOSIT WILL BE FULLY REFUNDED.

IF THE CONTRACT CANNOT BE FULFILLED DUE TO UNFORSEEN CIRCUMSTANCES AND/OR POSTPONEMENT, THE DEPOSIT WILL BE HELD IN A SECURED ACCOUNT FOR THE NEXT AGREED DATE OF EVENT BETWEEN PARTIES.

ALL CANCELLATIONS MUST BE SUBMITTED AT LEAST 14 DAYS BEFORE THE EVENT.

***Amount of deposit will be updated upon remittance.**

Zelle: ajnos95@gmail.com

Cash App: \$\$scnation

Sonja M. Hill
Signature of Band Leader/Sonja M. Hill

May 17, 2022
Date

Signature of AKARAMA Representative

Date



This **Booking Agreement** (the "Agreement") was made on March 16, 2023, by and between Briclyn Entertainment Group, LLC, P.O. Box 26355, Washington, DC, 20001, United States (hereinafter "Agent"), ASM Touring, LLC / Kevin Ross (hereinafter "Artist") and Maywood Park District, 921 S 9th Ave, Maywood, IL, 60153, United States (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Deal Terms and Payment Schedule

The Purchaser hereby agrees to pay Artist a **Guarantee of \$15,000.00** for the Performance(s). Payment for the Performance(s) are to be paid by PayPal, Credit Card, ACH Bank Transfer, or Wire Transfer. Additional transaction fees may apply. [Invoice will be sent via Briclyn Quickbooks Account]

Deposit shall be paid by Company to Briclyn Entertainment Group, LLC (EIN: 45-4619564)	due at the execution of the signed contract.	\$ 7,500.00
Balance shall be paid by Company to ASM Touring, LLC (EIN: 82-2846743)	prior to performance on the night of the engagement or act will not perform.	\$ 7,500.00

2. Events, Performances, and Appearances

Artists	Kevin Ross
Date	Saturday, September 9, 2023
Venue	Maywood Park District 921 S 9th Ave, Maywood, IL, 60153, United States
Event	Festival Maywood Park Festival
Performance	Concert (60 minutes)
Travel	Purchaser does not purchase travel.
Accommodation	Purchaser agrees to purchase or procure accommodations on top of the performance fee, as follows: 4 Non-Smoking 4 Star Room(s) with 1 King bed(s) within 1-2 miles of the venue for 1 night. Special Requests:
Ground	Purchaser agrees to purchase or procure local transportation on top of the performance fee, as follows: 1 SUV for 5 passenger(s) and 10 bag(s) between airport/station, hotel and venue. Special Requests:
Billing	100%
Meals	Provided on the day of performance.
Radius Clause	60 miles radius within 30 days
Schedule	TBD

3. Additional Terms

4. Security

The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Artist on the premises.

5. Parking

Purchaser will secure sufficient parking for Artist and band within a reasonably convenient distance to venue for a minimum of Four (4) hours prior to the performance and lasting Two (2) hours after the performance.

6. Dressing Room

Purchaser to provide Two (2) private dressing rooms for Artist and Band.

7. Guestlist

Purchaser shall provide Artist 10 complimentary tickets to use at the Artist sole discretion.

8. Hospitality

Purchaser shall provide Artist with meals, drinks at no charge to Artist/Band at no cost or a cash buyout (\$35/person) on the day of performance. [Final Band count will be advanced by Tour Manager]

9. Soundcheck / Backline

Artist requires a (1) hour private soundcheck. Purchaser shall not allow the audience to enter the place of performance until soundcheck is completed. The soundcheck schedule shall be provided to the Artist/Management Three (3) weeks prior to the performance. Purchaser shall provide backline equipment for Artist (s) and a complete professional sound system. Booking Agent will coordinate technical rider needs with Artist (s) Management.

10. Recording, Reproduction or Transmission of Performance

Purchaser shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the Performance without prior written consent of the Artist.

11. Controlling Authority

Artist shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and Artist shall have the sole right or may see fit to designate and change at any time the performing personnel.

12. Promotion

Purchaser agrees to provide Booking Agent with copies of all promotional material involved in event, such fliers, posters, advertisements, photographs, video and audio recordings. Artist (s) hereby acknowledges and agrees that Purchaser may use the talent they book in photographs, likeness, and any other promotional materials in all such promotions, advertising or other activities used to increase attendance at performance. Artists will promote on their social media and do press. However, all press requests must be approved by Artist and Management. Additionally, we ask that all print marketing and promotional artwork be approved by Artist and Management. Purchaser also agrees that no promotion will take place until deposit and contract have been approved by all Artist / Management, unless discussed otherwise.

13. Intellectual Property

The Parties acknowledge that the Artist shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of Purchaser. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the Artist.

14. Merchandising

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, stickers or other merchandise on the premises of the Place of Performance during the Date of the Performance. Artist (s) will receive 100% on merchandise sales.

15. Right to Likeness

Purchaser shall be entitled to advertise and promote the appearance of Artist at the Performance solely for the purpose of increasing the attendance at Performance. Purchaser, however, may not use Artist's name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without Artist's prior written consent.

16. Cancellation, Term and Termination

- a. **Cancellation.** In the event of cancellation by the Purchaser, Artist shall be discharged from further liability hereunder and the Artist shall be entitled to keep a minimum of 50% of the contracted guarantee, whether received as a deposit, or yet due to artist and any additional travel, lodging and band expenses must be reimbursed by Purchaser. Cancellation from the Artist will result in a full refund of the deposit and must be returned to Purchaser (5) days after cancellations.
- b. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- c. **Termination.** In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement by notice to Purchaser to that effect, and to retain any amounts heretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.

17. Force Majeure

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, delay of transportation, Covid-19, pandemic epidemic, act of God, or any other force majeure event or occurrence beyond their respective control. If a deposit has been issued, then the deposit fee is non-refundable. If Force Majeure does incur both parties may negotiate and reschedule a substitute show on the same terms as this Agreement. If parties cannot agree upon a mutual date and time within ninety days (90) the Artist will return 50% of the deposit to the purchaser. If a new date is agreed, the purchaser will reimburse the Artist any fees incurred preparing for the initial date. (ex. Band, travel, equipment. etc)

18. Indemnification

Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with Performance, which claim does not result from the active and willful negligence of the Artist.

19. Governing Law

This Agreement shall be governed by and subject to the laws of VA United States, without giving effect to any choice or conflict of law provision.

20. Assignment/Transfer

Neither Artist nor Purchaser may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the Artist and Purchaser and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

21. Amendment to Agreement

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

22. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF
Doc ID: a897321215378889a949d5a9dbd0df864832b590

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Anshia B. Crooms

2 Business name/disregarded entity name, if different from above
Briclyn Entertainment Group, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2451 Crystal City Drive, Suite 600

6 City, state, and ZIP code
Arlington, VA 22202

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
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or

Employer identification number

4	5	-	4	6	1	9	5	6	4
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Anshia B. Crooms* Date ▶ **02/03/23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,



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Venue	Maywood Park District 921 S 9th Ave, Maywood, IL, 60153, United States
Event	Festival Maywood Park Festival
Performance	Concert (60 minutes)
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Meals	Provided on the day of performance.
Radius Clause	60 miles radius within 30 days
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- b. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
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18. Indemnification

Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with Performance, which claim does not result from the active and willful negligence of the Artist.

19. Governing Law

This Agreement shall be governed by and subject to the laws of VA United States, without giving effect to any choice or conflict of law provision.

20. Assignment/Transfer

Neither Artist nor Purchaser may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the Artist and Purchaser and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

21. Amendment to Agreement

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

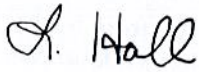
22. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF

EACH PARTY WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT IN FULL.

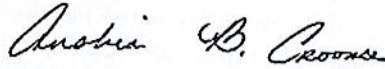
ACCEPTED AND AGREED TO:

Maywood Park District



Lonette Hall
Maywood Park District
921 S 9th Ave, Maywood, IL, 60153

Briclyn Entertainment Group, LLC



Anshia B. Crooms, M.A.
Booking Agent

04 / 01 / 2023

CelebEvents, Inc.

314 W. Institute Place Chicago, IL 60610 (312) 800-2911

ARTIST ENGAGEMENT CONTRACT

THIS AGREEMENT dated as of April 17, 2023 states CelebEvents, Inc., **Keke Wyatt** (hereinafter referred to as "ARTIST") and The City of Maywood, IL. (hereinafter referred to as "PURCHASER") IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth. Each hereby acknowledges, the parties agree that the PURCHASER hereby engages the ARTIST for The 2023 Maywood Festival, and the ARTIST hereby agrees to perform the following engagement upon the terms and conditions hereinafter set forth.

PLACE OF ENGAGEMENT: Maywood Veteran's Park between St. Charles Rd & 5th Ave in Maywood, IL.

1. **DATE OF ENGAGEMENT:** (Sunday) September 10th, 2023

Show (s): A 30-45 Minute Show Performance a. **Show Time:** Between 7:30 p.m. – 9 p.m.

b. **Capacity:** 500 -1,000 people c. **Billing:** Keke Wyatt as the Headliner and opening act TBD.

Artist agrees not to have any other show appearance within a 60-mile radius within 60 days of this event date - This is an exclusive event.

2. Full Price Agreed Upon: Artist Appearance Guarantee of \$15,000.00 plus 10 % booking fee of \$1,500.00 added on making the total \$16,500.00 (Artist rider to be provided), ground transportation, food and proper security will be provided by the City of Maywood, IL.

3. **All payments to ARTIST will be made as follow:**

A. **PURCHASER will pay 50% deposit equaling \$8,250.00** upfront via Bank of America Bank Wire or Bank Cashiers Check to CelebEvents, Inc. and the remaining 50% balance of \$8,250.00 In CASH the day of show.

B. **Talent fee** includes a 100% travel buyout (promoter supplies ground Transportation to and from the airport and show).

C. **PURCHASER will pay 50% balance of \$8,250.00** to CelebEvents representative or Artist representative specified by CelebEvents. Payment is to be made upon Artist arrival at festival in CASH ONLY, IN BIG BILLS ONLY (Management Request) by PURCHASER. Payments shall be made in full without any deductions whatsoever.

D. **PURCHASER** agrees that no radio advertisement will be made and nothing re: this event is to be publically mentioned or promoted until agreed fees are received and contract by Artist Management are signed. Should Purchaser cancel, Artist will keep deposit. Further, should artist not show Artist deposit will be refunded within 7 working days. Should it rain, event will be moved inside and the show will go on.

4. **ARTIST'S obligation to appear** under these terms and conditions may be subject to detention or prevention by sickness, inability to perform, accident, failure of transportation, Acts of God, riots,

strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.

5. If PURCHASER shall fail to perform any of PURCHASER'S obligations hereunder, or if PURCHASER shall, for any reason, cancel the above, mentioned engagement, ARTIST or ARTIST'S management may, at its option, elect to cancel this agreement upon notice to PURCHASER at any time after such default. If cancellation is so elected, ARTIST, at its option, may elect to exercise all remedies then available at law, or retain and/or be paid as liquidated damages those monies required to be paid as deposit and balance pursuant to paragraph 3 of this agreement.

The parties to this agreement understand and agree that the foregoing liquidated damages provision is not a penalty and constitutes a fair and reasonable measure of the damages to be suffered by ARTIST, which would otherwise be difficult if not impossible to ascertain.

6. CelebEvents, Inc. ("CelebEvents") acts herein only as booking agent for Artist for this event and is not responsible for any act or omission on the part of either Artist or Purchaser, in furtherance thereof and for the benefit of CelebEvents, Inc. it is agreed that neither Purchaser nor Artist will not name CelebEvents, Inc. as a party in any civil action or suit arising out of, in connection with, or related to any act(s) or omission(s) of Purchaser, Artist or Producer.

Concert Promotion Request: CelebEvents, Inc. would like Keke Wyatt to send:
A Photo, Press Kit and Video Drop (with script supplied) for Festival event advertisement use (Ex: Radio/Social Media).

- * No Media Interviews or show videotaping will be granted without permission from Artist Management
- * CelebEvents, Inc. will send Festival & Management approved Press Release and manage all pre-event media interview requests.

This Agreement is sets forth and the entire agreement between the parties relating to the subject.

The signatures below verify that the parties have read and approved all Terms and Conditions set forth above. The parties acknowledge that this Agreement may be negotiated and transmitted between the parties by means of a facsimile machine or scan and that the terms and conditions agreed to are binding upon the parties.

Upon the Agreement being accepted, copies of the facsimile/scan will be validated by both parties forthwith. IN WITNESS WHEREOF this Agreement has been executed by the parties here to as of the date listed above written.

BY: _____ Maywood Parks Executive Director Lonette Hall	_____	_____
	Print Name:	Date:

BY: _____ Prinses Hemphill of CelebEvents, Inc.	_____	_____
	Print Name:	Date:

BY: _____ Keke Wyatt Management	_____	_____
	Print Name:	Date:



This **Booking Agreement** (the "Agreement") was made on March 16, 2023, by and between Briclyn Entertainment Group, LLC, P.O. Box 26355, Washington, DC, 20001, United States (hereinafter "Agent"), ASM Touring, LLC / Kevin Ross (hereinafter "Artist") and Maywood Park District, 921 S 9th Ave, Maywood, IL, 60153, United States (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Deal Terms and Payment Schedule

The Purchaser hereby agrees to pay Artist a **Guarantee of \$15,000.00** for the Performance(s). Payment for the Performance(s) are to be paid by PayPal, Credit Card, ACH Bank Transfer, or Wire Transfer. Additional transaction fees may apply. [Invoice will be sent via Briclyn Quickbooks Account]

Deposit shall be paid by Company to Briclyn Entertainment Group, LLC (EIN: 45-4619564)	due at the execution of the signed contract.	\$ 7,500.00
Balance shall be paid by Company to ASM Touring, LLC (EIN: 82-2846743)	prior to performance on the night of the engagement or act will not perform.	\$ 7,500.00

2. Events, Performances, and Appearances

Artists	Kevin Ross
Date	Saturday, September 9, 2023
Venue	Maywood Park District 921 S 9th Ave, Maywood, IL, 60153, United States
Event	Festival Maywood Park Festival
Performance	Concert (60 minutes)
Travel	Purchaser does not purchase travel.
Accommodation	Purchaser agrees to purchase or procure accommodations on top of the performance fee, as follows: 4 Non-Smoking 4 Star Room(s) with 1 King bed(s) within 1-2 miles of the venue for 1 night. Special Requests:
Ground	Purchaser agrees to purchase or procure local transportation on top of the performance fee, as follows: 1 SUV for 5 passenger(s) and 10 bag(s) between airport/station, hotel and venue. Special Requests:
Billing	100%
Meals	Provided on the day of performance.
Radius Clause	60 miles radius within 30 days
Schedule	TBD

3. Additional Terms

The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Artist on the premises.

5. Parking

Purchaser will secure sufficient parking for Artist and band within a reasonably convenient distance to venue for a minimum of Four (4) hours prior to the performance and lasting Two (2) hours after the performance.

6. Dressing Room

Purchaser to provide Two (2) private dressing rooms for Artist and Band.

7. Guestlist

Purchaser shall provide Artist 10 complimentary tickets to use at the Artist sole discretion.

8. Hospitality

Purchaser shall provide Artist with meals, drinks at no charge to Artist/Band at no cost or a cash buyout (\$35/person) on the day of performance. [Final Band count will be advanced by Tour Manager]

9. Soundcheck / Backline

Artist requires a (1) hour private soundcheck. Purchaser shall not allow the audience to enter the place of performance until soundcheck is completed. The soundcheck schedule shall be provided to the Artist/Management Three (3) weeks prior to the performance. Purchaser shall provide backline equipment for Artist (s) and a complete professional sound system. Booking Agent will coordinate technical rider needs with Artist (s) Management.

10. Recording, Reproduction or Transmission of Performance

Purchaser shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the Performance without prior written consent of the Artist.

11. Controlling Authority

Artist shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and Artist shall have the sole right or may see fit to designate and change at any time the performing personnel.

12. Promotion

Purchaser agrees to provide Booking Agent with copies of all promotional material involved in event, such fliers, posters, advertisements, photographs, video and audio recordings. Artist (s) hereby acknowledges and agrees that Purchaser may use the talent they book in photographs, likeness, and any other promotional materials in all such promotions, advertising or other activities used to increase attendance at performance. Artists will promote on their social media and do press. However, all press requests must be approved by Artist and Management. Additionally, we ask that all print marketing and promotional artwork be approved by Artist and Management. Purchaser also agrees that no promotion will take place until deposit and contract have been approved by all Artist / Management, unless discussed otherwise.

13. Intellectual Property

The Parties acknowledge that the Artist shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of Purchaser. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the Artist.

14. Merchandising

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, stickers or other merchandise on the premises of the Place of Performance during the Date of the Performance. Artist (s) will receive 100% on merchandise sales.

Purchaser shall be entitled to advertise and promote the appearance of Artist at the Performance solely for the purpose of increasing the attendance at Performance. Purchaser, however, may not use Artist's name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without Artist's prior written consent.

16. Cancellation, Term and Termination

- a. **Cancellation.** In the event of cancellation by the Purchaser, Artist shall be discharged from further liability hereunder and the Artist shall be entitled to keep a minimum of 50% of the contracted guarantee, whether received as a deposit, or yet due to artist and any additional travel, lodging and band expenses must be reimbursed by Purchaser. Cancellation from the Artist will result in a full refund of the deposit and must be returned to Purchaser (5) days after cancellations.
- b. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- c. **Termination.** In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement by notice to Purchaser to that effect, and to retain any amounts heretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.

17. Force Majeure

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, delay of transportation, Covid-19, pandemic epidemic, act of God, or any other force majeure event or occurrence beyond their respective control. If a deposit has been issued, then the deposit fee is non-refundable. If Force Majeure does incur both parties may negotiate and reschedule a substitute show on the same terms as this Agreement. If parties cannot agree upon a mutual date and time within ninety days (90) the Artist will return 50% of the deposit to the purchaser. If a new date is agreed, the purchaser will reimburse the Artist any fees incurred preparing for the initial date. (ex. Band, travel, equipment. etc)

18. Indemnification

Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with Performance, which claim does not result from the active and willful negligence of the Artist.

19. Governing Law

This Agreement shall be governed by and subject to the laws of VA United States, without giving effect to any choice or conflict of law provision.

20. Assignment/Transfer

Neither Artist nor Purchaser may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the Artist and Purchaser and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

21. Amendment to Agreement

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

22. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Anshia B. Crooms																
2 Business name/disregarded entity name, if different from above Briclyn Entertainment Group, LLC																
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <table style="width: 100%; margin-top: 5px;"> <tr> <td><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. </td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Other (see instructions) ▶ _____ </td> </tr> </table>		<input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					<input type="checkbox"/> Other (see instructions) ▶ _____				
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<input type="checkbox"/> Other (see instructions) ▶ _____																
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>																
5 Address (number, street, and apt. or suite no.) See instructions. 2451 Crystal City Drive, Suite 600	Requester's name and address (optional) 															
6 City, state, and ZIP code Arlington, VA 22202																
7 List account number(s) here (optional)																

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	5	-	4	6	1	9	5	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Anshia B. Crooms*

Date ▶ 02/03/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



This **Booking Agreement** (the "Agreement") was made on March 16, 2023, by and between Briclyn Entertainment Group, LLC, P.O. Box 26355, Washington, DC, 20001, United States (hereinafter "Agent"), ASM Touring, LLC / Kevin Ross (hereinafter "Artist") and Maywood Park District, 921 S 9th Ave, Maywood, IL, 60153, United States (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Deal Terms and Payment Schedule

The Purchaser hereby agrees to pay Artist a **Guarantee of \$15,000.00** for the Performance(s). Payment for the Performance(s) are to be paid by PayPal, Credit Card, ACH Bank Transfer, or Wire Transfer. Additional transaction fees may apply. [Invoice will be sent via Briclyn Quickbooks Account]

Deposit shall be paid by Company to Briclyn Entertainment Group, LLC (EIN: 45-4619564)	due at the execution of the signed contract.	\$ 7,500.00
Balance shall be paid by Company to ASM Touring, LLC (EIN: 82-2846743)	prior to performance on the night of the engagement or act will not perform.	\$ 7,500.00

2. Events, Performances, and Appearances

Artists	Kevin Ross
Date	Saturday, September 9, 2023
Venue	Maywood Park District 921 S 9th Ave, Maywood, IL, 60153, United States
Event	Festival Maywood Park Festival
Performance	Concert (60 minutes)
Travel	Purchaser does not purchase travel.
Accommodation	Purchaser agrees to purchase or procure accommodations on top of the performance fee, as follows: 4 Non-Smoking 4 Star Room(s) with 1 King bed(s) within 1-2 miles of the venue for 1 night. Special Requests:
Ground	Purchaser agrees to purchase or procure local transportation on top of the performance fee, as follows: 1 SUV for 5 passenger(s) and 10 bag(s) between airport/station, hotel and venue. Special Requests:
Billing	100%
Meals	Provided on the day of performance.
Radius Clause	60 miles radius within 30 days
Schedule	TBD

3. Additional Terms

Purchaser shall be entitled to advertise and promote the appearance of Artist at the Performance solely for the purpose of increasing the attendance at Performance. Purchaser, however, may not use Artist's name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without Artist's prior written consent.

16. Cancellation, Term and Termination

- a. **Cancellation.** In the event of cancellation by the Purchaser, Artist shall be discharged from further liability hereunder and the Artist shall be entitled to keep a minimum of 50% of the contracted guarantee, whether received as a deposit, or yet due to artist and any additional travel, lodging and band expenses must be reimbursed by Purchaser. Cancellation from the Artist will result in a full refund of the deposit and must be returned to Purchaser (5) days after cancellations.
- b. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- c. **Termination.** In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement by notice to Purchaser to that effect, and to retain any amounts heretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.

17. Force Majeure

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, delay of transportation, Covid-19, pandemic epidemic, act of God, or any other force majeure event or occurrence beyond their respective control. If a deposit has been issued, then the deposit fee is non-refundable. If Force Majeure does incur both parties may negotiate and reschedule a substitute show on the same terms as this Agreement. If parties cannot agree upon a mutual date and time within ninety days (90) the Artist will return 50% of the deposit to the purchaser. If a new date is agreed, the purchaser will reimburse the Artist any fees incurred preparing for the initial date. (ex. Band, travel, equipment. etc)

18. Indemnification

Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with Performance, which claim does not result from the active and willful negligence of the Artist.

19. Governing Law

This Agreement shall be governed by and subject to the laws of VA United States, without giving effect to any choice or conflict of law provision.

20. Assignment/Transfer

Neither Artist nor Purchaser may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the Artist and Purchaser and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

21. Amendment to Agreement

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

22. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. ~~FOR~~ PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF
Doc ID: a897321215378889a949d5a9dbd0df864832b590

CelebEvents, Inc.

314 W. Institute Place Chicago, IL 60610 (312) 800-2911

ARTIST ENGAGEMENT CONTRACT

THIS AGREEMENT dated as of April 17, 2023 states CelebEvents, Inc., **Keke Wyatt** (hereinafter referred to as "ARTIST") and The City of Maywood, IL. (hereinafter referred to as "PURCHASER") IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth. Each hereby acknowledges, the parties agree that the PURCHASER hereby engages the ARTIST for The 2023 Maywood Festival, and the ARTIST hereby agrees to perform the following engagement upon the terms and conditions hereinafter set forth.

PLACE OF ENGAGEMENT: Maywood Veteran's Park between St. Charles Rd & 5th Ave in Maywood, IL.

1. **DATE OF ENGAGEMENT:** (Sunday) September 10th, 2023

Show (s): A 30-45 Minute Show Performance a. **Show Time:** Between 7:30 p.m. – 9 p.m.

b. **Capacity:** 500 -1,000 people c. **Billing:** Keke Wyatt as the Headliner and opening act TBD.

Artist agrees not to have any other show appearance within a 60-mile radius within 60 days of this event date - This is an exclusive event.

2. Full Price Agreed Upon: Artist Appearance Guarantee of \$15,000.00 plus 10 % booking fee of \$1,500.00 added on making the total \$16,500.00 (Artist rider to be provided), ground transportation, food and proper security will be provided by the City of Maywood, IL.

3. **All payments to ARTIST will be made as follow:**

A. **PURCHASER will pay 50% deposit equaling \$8,250.00** upfront via Bank of America Bank Wire or Bank Cashiers Check to CelebEvents, Inc. and the remaining 50% balance of \$8,250.00 In CASH the day of show.

B. **Talent fee** includes a 100% travel buyout (promoter supplies ground Transportation to and from the airport and show).

C. **PURCHASER will pay 50% balance of \$8,250.00** to CelebEvents representative or Artist representative specified by CelebEvents. Payment is to be made upon Artist arrival at festival in CASH ONLY, IN BIG BILLS ONLY (Management Request) by PURCHASER. Payments shall be made in full without any deductions whatsoever.

D. **PURCHASER agrees** that no radio advertisement will be made and nothing re: this event is to be publically mentioned or promoted until agreed fees are received and contract by Artist Management are signed. Should Purchaser cancel, Artist will keep deposit. Further, should artist not show Artist deposit will be refunded within 7 working days. Should it rain, event will be moved inside and the show will go on.

4. **ARTIST'S obligation to appear** under these terms and conditions may be subject to detention or prevention by sickness, inability to perform, accident, failure of transportation, Acts of God, riots,

strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.

5. If PURCHASER shall fail to perform any of PURCHASER'S obligations hereunder, or if PURCHASER shall, for any reason, cancel the above, mentioned engagement, ARTIST or ARTIST's management may, at its option, elect to cancel this agreement upon notice to PURCHASER at any time after such default. If cancellation is so elected, ARTIST, at its option, may elect to exercise all remedies then available at law, or retain and/or be paid as liquidated damages those monies required to be paid as deposit and balance pursuant to paragraph 3 of this agreement.

The parties to this agreement understand and agree that the foregoing liquidated damages provision is not a penalty and constitutes a fair and reasonable measure of the damages to be suffered by ARTIST, which would otherwise be difficult if not impossible to ascertain.

6. CelebEvents, Inc. ("CelebEvents") acts herein only as booking agent for Artist for this event and is not responsible for any act or omission on the part of either Artist or Purchaser, in furtherance thereof and for the benefit of CelebEvents, Inc. it is agreed that neither Purchaser nor Artist will not name CelebEvents, Inc. as a party in any civil action or suit arising out of, in connection with, or related to any act(s) or omission(s) of Purchaser, Artist or Producer.

Concert Promotion Request: CelebEvents, Inc. would like Keke Wyatt to send:

A Photo, Press Kit and Video Drop (with script supplied) for Festival event advertisement use (Ex: Radio/Social Media).

- * No Media Interviews or show videotaping will be granted without permission from Artist Management
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This Agreement is sets forth and the entire agreement between the parties relating to the subject.

The signatures below verify that the parties have read and approved all Terms and Conditions set forth above. The parties acknowledge that this Agreement may be negotiated and transmitted between the parties by means of a facsimile machine or scan and that the terms and conditions agreed to are binding upon the parties.

Upon the Agreement being accepted, copies of the facsimile/scan will be validated by both parties forthwith. IN WITNESS WHEREOF this Agreement has been executed by the parties here to as of the date listed above written.

BY: _____	_____	_____
Maywood Parks Executive Director Lonette Hall	Print Name:	Date:

BY: _____	_____	_____
Prinses Hemphill of CelebEvents, Inc.	Print Name:	Date:

BY: _____	_____	_____
Keke Wyatt Management	Print Name:	Date:



KEKE WYATT - ARTIST PERFORMANCE AGREEMENT

This agreement made this 19th Day of April between CelebEvents, Inc. (Hereinafter referred to as “booking agent”), for services of Keke Wyatt (hereinafter referred to as “Artist”) and The City of Maywood and Maywood Park District (hereinafter referred to as “Purchaser”) It Is mutually agreed between the parties as follows: The Purchaser herby engages the Artist and the Artist hereby agrees to perform the engagement herein provided upon ALL the terms and conditions herein set forth are executed.

PERFORMANCE DATE: Sunday September 10, 2023 **PERFORMANCE VENUE/CITY:** Maywood Veteran Park Maywood Illinois (Maywood Is a suburb of Chicago) Performance request- 30/35-minute track show performance ***** If artist has not performed at max 40 minutes excluding acts of God (weather, etc.) after the reported performance time. The Artist has the right to exit the venue and all money from purchaser will be forfeited.

FULL PRICE AGREED: \$15,000.00 all in (artist covers Flights & Hotel), 10% booking fee of \$1,500 Plus purchaser is responsible for booking professional ground transportation company has to be approved by manager.

PURCHASER TO PROVIDE: [REDACTED]

ACCOMMODATIONS: [REDACTED]

1. INITIALS _____

Ground Transportation: Please provide one large SUV (suburban, escalade) for Artist & Staff. A professional driving company is required. NO Personal Cars or Personal family, uber, friends, promoter or staff from the Promoter's team are allowed to act as the professional driver during the artists stay. 1 MONTH BEFORE the EVENT. PURCHASER MUST PROVIDE WITH THE PROFESSIONAL DRIVING COMPANY AND DRIVER BOOKING CONFIRMATION BY EMAIL. ABSOLUTELY NO ONE FROM THE Promoter's team. can be in the car with the driver at any time of THE ARTIST STAY. all Flight, Hotel and Ground Transportation, the model of SUV and all confirmations must be emailed or texted to Artist representative. For approval... one MONTH before the scheduled event. If the requested information is not received from purchaser Artist has the right to consider this agreement breached and said deposit from purchaser will be forfeited. Artist will not Depart from their city without the REQUESTED CONFIRMATIONS AND detailed accommodations EMAILED.

BACKSTAGE AMENITIES & FOOD: a.) Purchaser shall provide artist with one large, safe, comfortable, modern mobile home to use as a dressing room with separate bedroom and has a bathroom b.) Please have the artist's name sign on their dressing room door. Keke Wyatt Food Rider is being waived for a \$150 CASH per diem to be given at sound check to Artist's Representative.

STAGE & SOUND EQUIPMENT: NO one on stage while Mrs. Wyatt is performing only the dj and her management. (Including no camera teams on stage during the performance) a.) Purchaser must provide a stage this is flat, smooth and stable. b.) A professional lighting system suitable to adequately illuminate the stage area. c.) If artist will be performing to tracks, please provide a professional dj with laptop that has a USB connection. the venue must have WIFI so artist can also have the choice to email tracks to DJ to play from their laptop. Purchaser to provide a professional sound augmentation system, with inputs, capable of providing clear, undistorted, evenly distributed sound throughout the audience area. A professional board with reverb will be required d.) The system must be complete with 2 high quality monitors for artists while performing. The venue or club must have a professional engineer to operate said system for the full sound check and performance. e.) Cordless Microphone required. **NO SMOKING DURING ARTIST SHOWS.** Artists will not perform if the audience is smoking. Artists are allergic to smoke.

ALL PAYMENTS SHALL BE PAID AS FOLLOWS** \$8,250 total Deposit includes (\$7,500.00 talent deposit plus \$750 CelebEvents, Inc. booking deposit) SHALL BE PAID by Purchaser for artist via bank wire or cashiers check to "Bank of America" CelebEvents, INC. account #002913877399 routing #071103619 ADDRESS – 230 Northgate Street #818 Lake Forest, IL 60045 \$7,500.00 balance for KEKE plus \$750 CelebEvents, Inc. booking fee balance shall be paid to Bank of America bank wire by noon Thursday September 7, 2023 or In cash upon arrival to the hotel or AT THE venue DURING sound check. In the form of (CASH only) no checks of any kind are accepted. ARTIST WILL NOT leave the hotel or PERFORM WITHOUT BALANCE PAID IN FULL

2. INITIALS _____

IF SCHEDULED PAYMENTS ARE NOT MADE ON TIME, THE AGENT HAS THE RIGHT TO CANCEL THIS AGREEMENT AND THE PURCHASER SHALL BE LIABLE TO ARTIST FOR DAMAGES, IN ADDITION TO THE COMPENSATION PROVIDED HEREIN. ARTIST WILL NOT PERFORM UNTIL FINAL BALANCE IS PAID IN FULL.

PURCHASER: Agrees to NO advertising until deposit, signed contracts and riders are received by Agent. All promo pictures, flyers and all advertisement have to be approved by Artist representative. Purchaser may NOT record, reproduce or transmit in any manner or by any means of the Artist performance. The unauthorized sale of any reproduction by Purchaser and any affiliates is forbidden.

SECURITY: Purchaser shall take all necessary measures to ensure the safety of talent during the event. One professional bonded security personnel must accompany Artist to and from the performance stage and car service (arrival and departure at the venue)

VENUE: Purchaser agrees the venue or hall must be well heated/air conditioned (outside venue requires air conditioning in mobile home), lighted, clean, in good order, also certified security officers, ticket sellers and takers. Clean dressing rooms near the stage for the Artist and assisting Artist is required.

SOUND CHECK: Artist/Representative shall be provided with a reasonable time for an outside sound check at the venue on the date of engagement. Artist/representative shall have sole exclusive control over production, presentation, and performance for artist show. A professional clear sound system and venue engineer is required to run music for artists.

CANCELLATION: Should the purchaser terminate or cancel this agreement for any reason, except an act of God, deposit money on hand will be forfeited to artist for compensation of lost engagement. If purchaser cancels event less than 60 calendar days promoter/purchaser shall be responsible for compensating artist 100% for lost engagement. Outdoor engagement's/artist performances shall be paid 100% regardless of inclement weather. In the event of a cancellation for any reason by the Artist, the said deposit must be refunded to purchaser within 5 business days. If the promoter cancels the date because of Covid no deposits will be returned. Artist will agree to rebook the date when purchaser and Artist are both available within the next 12 months. Confidentiality: The entirety of this agreement and It's terms, including without limitation, fees, financial information, and riders, are strictly confidential, any disclosures by purchaser/buyer (or buyer staff, agents, and or representatives) of any portion of this agreement or It's terms will be deemed a material breach and may be actionable at law.

3. INITIALS _____

Cancellation/force majeure: CelebEvents, Inc., Artist Management and artist shall be excused from all obligations hereunder in the event of artist's illness (or Injury to any member of Artist immediate family), physical disability, death, or where artist's Performance is hindered by the laws or regulations of local government, strikes, riots, wars, acts of terror, civic unrest, interruption of delays in transportation, severe weather or acts of God. (Each of the foregoing is hereinafter referred to as a "force majeure event") If a force majeure event occurs, any party may notify the other party of such force majeure event and may require the other party to reschedule the suspended obligation to a date that is mutually agreeable to both parties after the cessation of the force majeure event within the twelve-month period immediately following the date of the suspended obligation. If a Force majeure event occurs, all previously paid amounts will remain with Management/artist. If longer than twelve months, Management/artist shall not be required to perform suspended obligation and purchaser/buyer shall pay all outstanding balances due to the Artist. If the Artist cancels for any reasons other than what is listed under this section said deposit will be refunded to the purchaser/buyer.

Insurance purchaser/buyer shall maintain, at its sole cost and expense, a commercial general liability Insurance policy or policies in a combined single limit of not less than 1 million dollars (\$1,000,000.00) for each occurrence for bodily or personal Injury and property damage, Purchaser shall name company and Artist as additional insured under said policy. The liability Insurance referred to in this paragraph shall provide coverage for Insurable claims arising from (I) the breach of purchaser of its representations, warranties and covenants under this agreement: (II) any matter or claim arising from the activities of buyer in the production and presentation of the event, including the activities of all crew, event personnel or contractors, or any other person connected with the event: and (III) any other matter or claim arising from any negligent, reckless, willful or intentional conduct on the part of the purchaser/buyer, its agents, members, officers, employees, or production personnel. The Insurance to be provided hereunder shall be primary and not contributory.

Tickets/guest passes artist requires (10) complimentary tickets in "Premium" seating area and back stage Passes.

4. INITIALS _____

KeKe Wyatt

Artist shall not be bound by any term or conditions contained herein, until all rider and deposit requirements are met to satisfaction of Artist. This constitutes the sole complete and binding agreement between the parties.

AGREED AND ACCEPTED

BY: _____

By: _____

By (Print) _____

BY (Print) _____

City of Maywood Purchaser Representative

CelebEvents, Inc. booking KeKe Wyatt

DATE: _____

DATE: 05/03/2023

Contact:

CelebEvents, Inc
230 Nothgate Street # 818
Lake Forest, IL . 60045
(312) 800-2911 w (310) 770-1345 c

KEKE WYATT FOOD RIDER

*FRUIT TRAY WITH GRAPES

*Vegetable Tray

*Brie cheese

*Keebler Club crackers

*1 large bag plain Lays Potato Chips

*Red wine MERLOT – (any brand with alcohol percentage of 14%)

*5 coke zero

*5 bottle water If the promoter purchases Rider It will need to be delivered to the hotel. OR the option of \$150.00 food per diem amount Includes Mrs. Wyatt and staff. Promoter will supply HOT meals from festival vendors for artist and team.



D. COX MANAGEMENT

5170 S. MICHIGAN AVENUE, UNIT 3S CHICAGO, IL 60615

Date: 03/06/2023

ARTIST PERFORMANCE AGREEMENT

This is an agreement between (Client) Lonette Hall, Executive Director of Maywood Park District and Marzette Griffith (Artist). Marzette Griffith has agreed to perform a service (60 minutes) at the 2023 Maywood Festival in Maywood, IL at 5th and Oak on September 10, 2023 in exchange for a rate of \$4500.00 as compensation.

As the manager for Marzette Griffith, I, Darnice Cox, have the right to engage in this contract on Mr. Griffith's behalf to perform as an artist. As Mr. Griffith's manager, I will also collect any and all money owed to him.

To secure this contract and date of service, a non-refundable deposit of \$2250.00 of the agreed amount will be given as soon as the agreement is signed by both parties. A promotional picture will be sent to you once the agreement is solidified. The remaining balance of \$2250.00 has to be paid prior to Mr. Griffith's performance. If the balance is not paid prior to Mr. Griffith's performance, Mr. Griffith will not perform and the deposit is non-refundable. The deposit is only refundable if the artist cancels his performance for any reason of his own.

The discounted rate that the committee agreed to give you is due to Mr. Griffith's agreement to give back to his hometown and surrounding areas.

The client is responsible for providing the sound system, a cordless microphone, a stand and a stool or chair.

The accommodations for the artist are as follows: 1 bottle of room temperature water, and an announcement that the artist has CDs for sale.

This agreement is legal and binding once both parties sign and the deposit is given.

Client Signature

Date

Darnice Cox

Artist or Manager Signature

03/06/2023
Date

Total \$4500.00

Deposit: \$2250.00 _____

Balance Due: \$2250.00 _____



D. COX MANAGEMENT

5170 S. MICHIGAN AVENUE, UNIT 3S CHICAGO, IL 60615

Date: 03/06/2023

ARTIST PERFORMANCE AGREEMENT

This is an agreement between (Client) **Lonette Hall, Executive Director of Maywood Park District** and **Marzette Griffith (Artist)**. Marzette Griffith has agreed to perform a service (60 minutes) at the **2023 Maywood Festival** in Maywood, IL at 5th and Oak on **September 10, 2023** in exchange for a rate of **\$4500.00** as compensation.

As the manager for Marzette Griffith, I, Darnice Cox, have the right to engage in this contract on Mr. Griffith's behalf to perform as an artist. As Mr. Griffith's manager, I will also collect any and all money owed to him.

To secure this contract and date of service, a non-refundable deposit of **\$2250.00** of the agreed amount will be given as soon as the agreement is signed by both parties. A promotional picture will be sent to you once the agreement is solidified. The remaining balance of **\$2250.00** has to be paid prior to Mr. Griffith's performance. If the balance is not paid prior to Mr. Griffith's performance, Mr. Griffith will not perform and the deposit is non-refundable. The deposit is only refundable if the artist cancels his performance for any reason of his own.

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The accommodations for the artist are as follows: 1 bottle of room temperature water, and an announcement that the artist has CDs for sale.

This agreement is legal and binding once both parties sign and the deposit is given.

Client Signature

Date

Darnice Cox

Artist or Manager Signature

03/06/2023
Date

Total \$4500.00

Deposit: \$2250.00 _____

Balance Due: \$2250.00 _____

George Education Services
 2846 Colleton Drive
 Marietta, GA 30066
 (773) 992-6542

INVOICE # 4

Nathaniel Booker
 Village of Maywood
 40 Madison St.
 Maywood, IL 60153

Invoice # 0000013
Invoice Date 05/12/2023
Due Date 05/12/2023

Item	Description	Unit Price	Quantity	Amount
Service	Cities Inclusive Entrepreneurship (CIE)	2510.00	1.00	2,510.00
		Subtotal		2,510.00
		Total		2,510.00
		Amount Paid		0.00
		Balance Due		\$2,510.00



VILLAGE OF MAYWOOD

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

FOR IMMEDIATE RELEASE

March 6, 2023

Contact: LaSondra Banks , Community Engagement Manager

708.450.6366 / lbanks@maywood-il.org

Village of Maywood Joins City Inclusive Entrepreneurship Program with National League of Cities

Commits to Venture Capital for Black-Owned Firms and Mapping Entrepreneurial Resources to give underrepresented entrepreneurs more opportunities for economic advancement

Maywood, IL – The Village of Maywood announces it has joined the City Inclusive Entrepreneurial program. This commitment was made at the National League of Cities (NLC) City Summit as part of the City Inclusive Entrepreneurship (CIE) program, which will provide Maywood with resources and support to help entrepreneurs of color and from other under-represented backgrounds achieve greater economic mobility, reduce the racial wealth gap, and improve access, opportunity, knowledge, and funding for historically under-represented groups.

“Maywood is a historic culturally rich community. By the 1960’s, our Village of Eternal Light had a Black Business District of 65 Black-Owned Businesses,” said **Nathaniel George Booker, Village President of Maywood,** . “Today, none of those businesses are open and the district is now residential with nothing to show it ever existed. As we focus on Elements of a Healthy Maywood and continue in Moving Maywood Forward Together, I am excited about this partnership. The CIE will be a part of Elements of a Healthy Maywood; Social & Cultural Cohesion and Economic Opportunities focus areas.”

The CIE program, an initiative of the [National League of Cities](http://www.nlc.org), helps cities adopt policies, programs and practices to give underrepresented entrepreneurs more opportunities for economic advancement. Participants select an area of focus for their programs to support economic growth in their communities, including working with startups, creating microlending platforms and improving access to procurement opportunities for MWBEs. Now in its fourth year, this network has grown to include more than 200 cities, 250 local partners, and \$100 million in committed resources.

“Leaders of America’s cities, towns and villages recognize that racial and gender equity are key ingredients to economic growth in communities,” said **Clarence E. Anthony, CEO and Executive Director of NLC.** “We look forward to working with new members of the City Inclusive Entrepreneurship program to bring their commitments to fruition and create economies in which everyone wins.”

Maywood joins 55 other cities from across the country that have made a total of 71 commitments. As part of its participation in the CIE program, Maywood will receive direct technical assistance, information sharing with other cities and partner organizations and financial support to help implement its program.

The CIE program is made possible in partnership with and support from [Ewing Marion Kauffman Foundation](http://www.ewingmarionkauffman.org). For more information about the program, click [here](#).

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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 of Maywood

*The Entrepreneurial Data & Resources
for Black-Owned Firms Portal*

March 28, 2023



Resource Mapping Overview

The history of African Americans in business has been shaped by institutional racism as well as inequities in education and opportunity. African American business and entrepreneurship has been shaped by institutional racism including slavery, Jim Crow laws, lynching culture, and segregation, as well as inequities in education, job opportunities, housing policies, and policing.

Successful businesses require working capital to hire employees, pay professional fees, acquire equipment and start up their operations. However, many Black businesses are shut out from accessing capital.

This portal will connect Black-Owned businesses with local, county, state and federal resources, increasing their odds, for those choosing to utilize the resources of being a successful and long-lasting Black-Owned business.

In the U.S. economy, an increase in Black-owned businesses contributes to sustained wealth. A report on [The State of Black Entrepreneurship in America](#) found that existing Black businesses employ one million people and generate \$165 billion in revenue each year.

For Black Americans, ownership of a business is a [major factor of wealth](#). This accounts for 12 times as much wealth as non-business owners. More opportunities for business ownership could enhance long-term wealth for these groups.

Statistically, white households have an average wealth that is 6.5 times greater than Black households, according to the [Federal Reserve Bank](#). Supporting Black businesses can lead to greater wealth for Black families over time, thus reducing the racial wealth gap.

RECOMMENDATIONS

The design of a virtual Black Business Portal that connects owners and potential owners of Black business with local, county, state, national and global resources. The Black Business Portal will focus on two areas Entrepreneurial Data and Mapping Entrepreneurial Resources.

Entrepreneurship Data focuses on the development of data sources to help Black business owners make more informed decisions. The Black Business Portal will provide resources in the form of reports and dashboards, videos, workshops and other forms of virtual content.

Mapping Entrepreneurial Resources focuses on the cataloging of local, county, state, national and global resources available to Black entrepreneurs. The Black Business Portal will provide reports and dashboards in addition to internal website with entrepreneurial resources gatherers locally and around the world for Black businesses.

Use of Funds

Much of the funds will be allocated to the development of the Black Business Portal and the technology behind ongoing servicing and maintenance. The technology will be Office 365 based with SQL Server databases for data storage and Microsoft Azure technology for data acquisition and automation. The Microsoft Power Platform and collaboration apps will be used to design the virtual environment.

Our Timeline for Rapid Deployment

Development will begin once the grant is approved. Developers from InfoMaple Consulting are prepared for rapid development and deployment of the virtual environment.

Getting Started

InfoMaple Consulting will host a virtual kick-off call and work with you to develop the implementation schedule. Implementation may vary from two to three months and will depend on the time commitment from the Village of Maywood. Implementation can begin within 7 business days of an executed consulting agreement with InfoMaple Consulting.

Investment

Resource mapping workshops, design and implementation of Microsoft Virtual Black Business Portal \$12,490.

OPERATION UPLIFT INC.

2023 JUNETEENTH STREET DEDICATION

STONE



OBJECT CLASS	COST
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment: 1 Bouncy House @ \$300.00 250 White Resin Chairs @\$4 per =\$1,000.00 1- 40' Hexagon High Peak White Tent@ \$1,000.00 1 20 x 40 VIP/Family Tent \$375.00 w/10 Round Tables x \$10.00 ea.=\$100.00 Delivery, Set Up, Labor and Installation \$180.00 3 Village Street Signs \$??? ea. Village of Maywood	\$2,580.00
5. Supplies: *Paper Products and Cutlery Included \$150.00 *Can Soda & Bottle Water \$300.00 * D.J. Flash @ \$250.00 * Universal Sound – 2hrs. \$500.00	*Operation Uplift In-Kind (\$1,200.00)
6. Contractual Services/Sub-awards: *Bailey's Catering Co. 150 pp Community@ \$15.00pp =\$5,175.00	Uplift Contribution (\$2,000.00) \$3,175.00
7. Other or Miscellaneous Costs: 8-10 Porta-Potties w/ Hand Washing Stations 5 Male/ 5 Female -LRS No Charge	LRS In-Kind

16. Total Direct Costs	\$8,955.00
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Village of Maywood =\$5,755.00

Operation Uplift Inc. = \$3,200.00

DRAFT



VILLAGE OF MAYWOOD

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

A Resolution of for the Street Sign Designation of Northica Hillery Stone

WHEREAS, Northica H. Stone was born at 406 S. 11th Ave. on March 27, 1933 and went on to graduate from Washington Elementary School and Proviso Township High School in 1951.

WHEREAS, Northica H. Stone was a charter member of Maywood's first NAACP Youth Council and represented the area at one of the first Marches on Washington in 1949, where she lobbied Senator Everett Dirksen for an Illinois Affirmative Action Law.

WHEREAS, Northica H. Stone served as a delegate to the National Baptist Convention and subsequently, at the age of 15 she was elected to become the Director of the Second Baptist Church Adult Gospel Chorus, a stewardship she held for over 25 years.

WHEREAS, Northica H. Stone served as Counselor, Executive Director; then, President/CEO Emeritus of Operation Uplift Inc., a 54 -year old Black-Led grassroots social service agency in Maywood II, Co-founded by her late husband George E. Stone Sr., where they have served over 37,000 low income students to seek the needed job training to obtain sustainable employment and pursue a better life for themselves.

WHEREAS, Northica H. Stone she masterminded a \$900,0000 "Vision 21" building expansion program of her facility at 104 S. 5th Avenue in Maywood, IL and in 1995 founded the West Town Museum of Cultural History, a public museum recognized by the Illinois Association of Museums and the first Black cultural repository of its kind in Maywood and Proviso Township.

WHEREAS, Northica H. Stone and her staff discovered Maywood's Connection to the Underground Railroad via the "Ten Mile Freedom House" (which was razed in 1927), and established developed a partnership with McDonald's Cooperation and dedicated a permanent memorial site at 1st and Lake Street in Maywood.

WHEREAS, Northica H. Stone was responsible for naming a street in Maywood after the famed Chemist Dr. Percy L. Julian, where the Julian's home exists.

WHEREAS, for 33 years Northica H. Stone establish the Operation Uplift Inc. Annual Dr. Martin Luther King Jr. Celebration and Community Awards Gala honoring Proviso Township High Achievers. An event that is recognized throughout Chicagoland and draws close to 500 attendees annually.

VILLAGE PRESIDENT, Mayor Nathaniel George Booker

BOARD OF TRUSTEES

Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, ⁶²³ Melvin Lightford, Aaron Peppers, Isiah Brandon
VILLAGE CLERK, Gwayne Dianne Williams **ACTING VILLAGE MANAGER**, James Krischke



VILLAGE OF MAYWOOD

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

WHEREAS, Northica H. Stone's contributions have been recognized by Second Baptist Church, People's Cab Company, the Chicago United Way, Quaker Oats, the McDonalds Black Owner Association, the Mahogany Foundation, The National Council of Negro Woman, Dr. Dorothy Height, Ambassador Carol Mosely-Braun, Osco Jewel Cooperation, Congressman Danny K. Davis, Cook County Presidents John Stroger and Toni Preckwinkle, Who's Who In America Executives, the National Association of Colored Women and Aunt Jemima Brands and Presidents' George W. Bush and William Jefferson Clinton. Mrs. Stone died on May 16, 2018 at the age of 85 years old.

NOW, THEREFORE, BE IT RESOLVED, this 1st day of November, 2022 with the recommendation of Operation Uplift Inc. and Its West Town Museum of Cultural History, I Nathaniel George Booker, Village of Maywood President acknowledge this resolution is submitted to the Village of Maywood Board for approval of street sign designations for the aforementioned individual, Mrs. Northica Hillery Stone

Nathaniel George Booker

Mayor Nathaniel George Booker

VILLAGE PRESIDENT, Mayor Nathaniel George Booker

BOARD OF TRUSTEES

Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, ⁶²⁴Melvin 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

A Resolution of for the Street Sign Designation of Eugene “Gene” Moore

WHEREAS, Eugene “Gene” Moore was born July 19, 1942 in Baltzer, Mississippi. And at the tender age of 3 his family migrated to Maywood, Illinois. He attended and graduated from Washington Elementary School then graduated from Proviso Township High School in 1960.

WHEREAS, Eugene “Gene” Moore was football star at Proviso Township High School and attended Otero College in LaJunta, Colorado on a football scholarship. After a major injury, he returned to Maywood and began working at the America Can Company then he soon changed careers and became an independent insurance agent with Metropolitan Life Insurance Company in 1965.

WHEREAS, Eugene “Gene” Moore assisted many community residents in securing life insurance, often paying for community individuals insurance premiums and often funeral expenses for those that could not afford to purchase life insurance. He was deemed “The Maywood Insurance Man” and became a Million Dollar seller at Metropolitan Life.

WHEREAS, Eugene “Gene” Moore was first elected to public office in 1988; where he served as the first African American to be elected to the office of Proviso Township Board of Directors.

WHEREAS, Eugene “Gene” Moore went on to become the first African America elected to hold the position of Proviso Township Democratic Committeeman in 1992.

WHEREAS, Eugene “Gene” Moore was also the first African-American State Representative to be elected to the 7th legislative District of the State of Illinois General Assembly, where he held this office from 1993 to 1999, when he was appointed Cook County Recorder of Deeds to complete the unfinished term of the existing Secretary of State Jessie White in 1999.

WHEREAS, Eugene “Gene” Moore was the first suburban African American Maywood/Proviso Township resident to be elected as the Cook County Recorder of Deeds, an office that he held from 1999 until he retired in November of 2012. During his tenure as Recorder of Deeds Mr. Moore made many innovative and technological changes for Cook County residents that brought the office into the 21 Century. One notably, he established the property Fraud Unit to bring awareness, identify, investigate property theft and fraudulent property related activities.

VILLAGE PRESIDENT, Mayor Nathaniel George Booker

BOARD OF TRUSTEES

Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, ⁶²⁵ Melvin Lightford, Aaron Peppers, Isiah Brandon
VILLAGE CLERK, Gwayne Dianne Williams **ACTING VILLAGE MANAGER**, James Krischke



VILLAGE OF MAYWOOD

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

WHEREAS, Eugene “Gene Moore was committed to his local Maywood Community where he served as a life-long member of the Second Baptist Church, Board Member of the Boys and Girls Club of West Cook County, Board Member of PLCCA, Executive Committee Member of the John C. Vaughn Scholarship Fund Inc., and CEDA Board member. Mr. Moore was the ultimate “True Blue” Proviso East Pirate Fan and would often sponsor students’ uniforms, gym shoes, trip attendance and registration fees for extracurricular activities of those youth who were underprivileged and less fortunate.

WHEREAS, Eugene “Gene” Moore was responsible for launching the political careers of many current day prominent African-Americans in the political sphere from Proviso Township; he was most influential in mentoring the careers of Illinois Former 7th District State Representative Wanda Sharp, Illinois State Senate Majority Leader Kimberly A. Lightford and the first Black Speaker of the Illinois House of Representatives Emanuel “Chris” Welch. Mr. Moore passed away at the age of 74 on June 14, 2016.

NOW, THEREFORE, BE IT RESOLVED, this 1st day of November, 2022 with the recommendation of Operation Uplift Inc. and Its West Town Museum of Cultural History, I Nathaniel George Booker, Village of Maywood President acknowledge this resolution is submitted to the Village of Maywood Board for approval of street sign designations for the aforementioned individual, Mr. Eugene “Gene” Moore.

Nathaniel George Booker

Mayor Nathaniel George Booker

VILLAGE PRESIDENT, Mayor Nathaniel George Booker

BOARD OF TRUSTEES

Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, ⁶²⁶ Melvin Lightford, Aaron Peppers, Isiah Brandon
VILLAGE CLERK, Gwayne Dianne Williams **ACTING VILLAGE MANAGER**, James Krischke

OPERATION UPLIFT INC.

2023 REFLECTIONS OF THE PAST STREET DEDICATION

MOORE BUDGET



OBJECT CLASS	COST
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment: 100 White Resin Chairs @\$4 per =\$600.00 1 40' Hexagon White Tent@ 1,000.00 10 Tables x \$10.00 ea.\$100.00 Set Up, Labor and Installation \$180.00 2 Village Street Signs \$ ea.	\$1,880.00
5. Supplies: Paper Products and Cutlery Included \$150.00 Water & Soda \$200.00, DJ and Sound \$500.00	*Operation Uplift In-Kind (\$850.00)
6. Contractual Services/Sub-awards: *Bailey's Catering Co. 100 PP: @ \$15.00 pp	\$1,500.00
7. Other or Miscellaneous Costs: Porta-Potties w/ Hand Washing Stations 3Male/ 3 Female -LRS No Charge	LRS In-Kind

16. Total Direct Costs	\$4,230.00
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Village of Maywood \$3,380.00

Operation Uplift Inc. \$ 850.00

DRAFT



News Release

FOR IMMEDIATE RELEASE
April 20, 2023

Contact:
Brad Cole, Executive Director
(217) 525-1220
BCole@iml.org

Local Officials Pledge to Foster Respect Throughout Illinois *Building Better Communities by Advocating for Civil Engagement*

SPRINGFIELD – The Illinois Municipal League (IML) announced a Civility Pledge at its Spring Board of Directors meeting. The pledge seeks to restore civility in local governments, encourage productive dialogue and build public trust in all of Illinois' 1,295 cities, villages and towns.

A growing need for civility has become more relevant and significant at all levels of government, but especially at the local level. Residents and elected officials are often faced with challenging and complex issues that can spark strong emotions and create conflict. Adopting the pledge and putting civility at the forefront provides a foundation for effective community conversations.

The pledge reads, *“In the interest of civility, I pledge to promote civility by listening, being respectful of others, acknowledging that we are all striving to support and improve our community and understanding that we each may have different ideas for achieving that objective.”*

“Even in these times of political disagreement, we believe in finding common ground and engaging in civil discussions about community issues that are important to everyone,” said **IML President, Village President Catherine M. Adduci, Village of River Forest**. “The Civility Pledge is a reminder for all municipal officials and constituents to work together in the pursuit of understanding the points of view of others.”

“The Civility Pledge reminds local officials that they can listen to competing views and respect each other,” said **IML First Vice President, Mayor Mark T. Kupsky, City of Fairview Heights**. “If everyone is willing to follow the pledge, it will lead to a greater dialogue and the betterment of each of our communities.”

All officials in Illinois municipalities are encouraged to incorporate the Civility Pledge wherever possible throughout their respective communities. The pledge can be stated before meetings, signed by each member of the city council or posted at city hall to remind everyone of the value of civil behavior. More information and resources are provided at iml.org/civility.

ABOUT THE ILLINOIS MUNICIPAL LEAGUE

The Illinois Municipal League is the statewide association representing local communities throughout Illinois. Founded in 1913, IML has worked continuously for the benefit of all 1,295 municipalities in Illinois to provide a formal voice on matters involving common interests.

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Civility

BY ILLINOIS MUNICIPAL LEAGUE PUBLIC AFFAIRS STAFF

CIVILITY PLEDGE

For decades, politics and government at all levels have experienced their fair share of division, and we have witnessed individuals on opposite ends of the political spectrum disagree with or dislike individuals on the other side. We have observed the discord and conflict among state and local officials during meetings, and we have seen a rising number of physical encounters erupting across the nation.

With political divisions deepening, there are growing calls for more civility. Therefore, the conversation must shift to how we begin to turn around this trend that often ends in hostility. The Illinois Municipal League (IML) is taking a first step by providing all 1,295 cities, villages and towns with an opportunity to usher in an era of political civility.

IML is proud to introduce a Civility Pledge, which can assist local officials as they focus on bettering their communities. IML encourages all elected and appointed officials to sign the Civility Pledge. The pledge has four parts that explain how individuals can work together to do what is best for the municipality.

The first and second parts of the pledge are listening to and respecting others. Listening is a great communication tool that

allows others to know that you respect their viewpoints, even if you don't agree with them. While you might not agree with their thoughts, it is appropriate to practice civility towards those individuals.

The third and fourth parts are remembering that everyone involved is held equally responsible and accountable for improving their community and developing different ideas that will accomplish that task. Elected and appointed officials are encouraged to foster and build relationships with each other while finding solutions for the betterment of their municipality.

Everyone is on the same team, even with differing political opinions, striving to accomplish the broad objective of making a community better. This pledge is meant to ensure that communication remains open, honest and transparent. It aims to cultivate trust through building positive and productive relationships.

President Abraham Lincoln closed his first Inaugural Address by saying, "We are not enemies, but friends. We must not be enemies. Though passion may have strained, it must not break our bonds of affection." Those words still ring true today, and now is the time for local officials in communities across Illinois to lead the charge in promoting and improving civility.

BY THE NUMBERS:

63% of voters believe that the decreasing amount of respect and civility in our political systems is an extremely or very serious threat to democracy.

21% of voters said political division is one of the most important issues facing the country.

2022 polls from the Georgetown Institute of Politics and Public Service.

SUGGESTED IDEAS FOR INCORPORATING THE CIVILITY PLEDGE:

- Have all elected and appointed officials individually sign the pledge.
- Have all members of the council or board sign the pledge together.
- Post the pledge at municipal buildings.
- State the pledge after the Pledge of Allegiance at public meetings.

More information and materials to help municipalities incorporate the civility pledge can be found at iml.org/civility.

Self Evaluation Services

The Illinois Municipal League (IML) provides self-evaluation services that allow officials in cities, villages and towns to meet in closed session to explore solutions to internal and external challenges.

The Illinois Open Meetings Act generally requires all meetings of municipalities to be open to the public. However, one of several exceptions allows the corporate authorities to meet in closed session for the subjects of “self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member.” 5 ILCS 120/2(c)(16)

IML staff is available to attend an authorized closed session discussion or meeting. The discussion may address internal communications and relationships, meeting and business processes, roles of members and staff, ethical rules and conflicts of

interests. A wide array of matters may be discussed and resolved using this process.

In addition to IML staff, in some circumstances, the municipality must retain a session facilitator that is capable of leading the meeting and assisting the participants in goal setting for that particular municipality. While IML may be able to assist in the preparation for the session, the selection of an appropriate facilitator is the municipality’s responsibility and some discussions may need to be conducted in open session.

STEPS FOR SELF EVALUATION SERVICES:

DEVELOP A CONSENSUS

In order for the meeting to be successful, all members of the council or board must attend and participate. That commitment from the elected officials must be obtained in advance.

ENGAGE IML

IML staff will travel to your community on a pre-arranged date, subject to availability. The fee for this service is \$500, which includes handbooks and materials that will be provided to participants. The municipality may be expected to reimburse IML for additional direct travel and/or lodging expenses.

CHOOSE A FACILITATOR

Select a qualified facilitator to assist in goal setting. The need for the meeting may arise from any number of events or circumstances; the right facilitator can make all the difference. The municipality is responsible for all costs incurred by a facilitator, if needed.

If your municipality is a member of IML and is interested in more information about IML self evaluation services, please email inquiry@iml.org.

Civility Pledge

In the interest of civility, I pledge to promote civility by listening, being respectful of others, acknowledging that we are all striving to support and improve our community and understanding that we each may have different ideas for achieving that objective.

Aldersperson/Trustee/Councilman

Aldersperson/Trustee/Councilman

Aldersperson/Trustee/Councilman

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Aldersperson/Trustee/Councilman

Aldersperson/Trustee/Councilman

Aldersperson/Trustee/Councilman

Aldersperson/Trustee/Councilman

Mayor/Village President/Town President

City/Village/Town Clerk

Date



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY/VILLAGE/TOWN OF _____
ADOPTING CIVILITY PLEDGE**

WHEREAS, the **Village of Maywood** recognizes that the public exchange of diverse ideas, viewpoints and robust debate are essential to democratic self-governance; and,

WHEREAS, the **Village President and Board of Trustees**, as elected officials of the **Village of Maywood**, recognize the importance of engaging in free and spirited debate, while maintaining the highest standards of civility, honesty and mutual respect; and,

WHEREAS, the Illinois Municipal League (IML) has adopted a Civility Pledge which encourages the core tenets of civility; and,

WHEREAS, the Civility Pledge states, “In the interest of civility, I pledge to promote civility by listening, being respectful of others, acknowledging that we are all striving to support and improve our community and understanding that we each may have different ideas for achieving that objective;” and,

WHEREAS, in order to publicly declare a commitment to civil discourse and to express concern for the common good and wellbeing of all residents of the **Village of Maywood**, the **Village President and Board of Trustees** have determined it to be in the best interests of the **Village of Maywood** to adopt this Resolution.

NOW, THEREFORE, be it resolved by the **Village President, Nathaniel George Booker of Village of Maywood** as follows:

- Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.
- Section 2. The Civility Pledge as set forth in this Resolution is hereby adopted.
- Section 3. The elected and appointed officials of **Village of Maywood** are asked to sign the Civility Pledge and adhere to it during all public meetings and in all official actions.

PASSED THIS _____ day of _____, _____.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED THIS _____ day of _____, _____.

Village President, Nathaniel George Booker

ATTEST:

Clerk